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Grant Number: SGC[INSERT #], [INSERT TRIBE NAME]

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EXHIBIT A – SCOPE OF WORK

PART 1 – Recitals

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

WHEREAS, the authority for this Grant Agreement is the Tribal Capacity Building Program Round 2 Grant Guidelines, as approved for release by the Strategic Growth Council on April 29, 2026;

WHEREAS, funds have been appropriated for the Tribal Capacity Building Program through the Affordable Housing and Sustainable Communities Program (Division 44, Part 1 Chapter 2 of the Public Resources Code) that the Strategic Growth Council allocated for technical assistance to local communities;

WHEREAS, the Tribal Capacity Building Program Project that is the subject of this Grant Agreement was approved by the Strategic Growth Council on October 28, 2026;

WHEREAS, the 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 \$420,000 upon and subject to the terms of this Grant Agreement and consistent with the terms of the Tribal Capacity Building Program Round 2 Grant Guidelines;

WHEREAS, The Tribal Capacity Building Program was created to respond to consistent feedback from Tribes that their sovereign status and historical relationship with the State of California necessitate a dedicated capacity building program tailored to the unique status and needs of California Native American Tribes;

WHEREAS, The Tribal Capacity Building Program furthers the purposes of Assembly Bill 32 (Chapter 488, Statutes of 2006), Senate Bill (SB) 375 (Chapter 728, Statutes of 2008), and SB 32 (Chapter 249, Statutes of 2016) by investing in Tribal projects related to climate mitigation, adaptation, and resilience that reduce greenhouse gas emissions and advances the State's commitment to build relationships with Tribes in California as mandated in Executive Orders B-10-11 (Brown, 2011) and N-15-19 (Newsom, 2019);

WHEREAS, the State is creating a national model for prioritizing investments in communities most vulnerable to the effects of climate change;

WHEREAS, as the State pursues multiple strategies to meet its greenhouse gas emissions reduction goals while advancing social equity, it becomes increasingly necessary to coordinate and align technical assistance resources to ensure that every community has the same opportunity to compete for the funding that is available to meet those goals;

WHEREAS, the three Tribal Capacity Building Program Objectives include: building Tribal staff capacity to advance and sustain housing and climate action; securing funding to develop and implement Tribal-led housing and climate projects; and enhancing peer learning relationships among Tribes;

WHEREAS, Grantee agrees to implement the entirety of the Work Plan, 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, and as may be set forth in the remaining exhibits incorporated into this Grant Agreement.

PART 2 – General Terms and Conditions

1. Definitions

- i. “Application” – Submittal comprised of responses and supporting documents to apply for the Tribal Capacity Building Program Grant
- ii. “Grant Agreement” – Refers to this Grant Agreement and all attachments
- iii. “TCBP Guidelines” – Tribal Capacity Building Program Round 2 Grant Guidelines adopted April 29, 2026
- iv. “TCBP Program” – The Tribal Capacity Building Program
- v. “TCBP Project” – Project, comprised of the Tribal Capacity Building Program Project Components defined below, that will be implemented through this Grant Agreement
- vi. “TCBP Project Components” – Components included in the Tribal Capacity Building Program Project, as described in *Exhibit B* and therefore subject to this Grant Agreement:
 - a. “Projects” – Projects that will be implemented with Tribal Capacity Building Program grant funds through this Grant Agreement, and that are compliant with the Mandatory and Customized Activities outlined in the Tribal Capacity Building Program Round 2 Grant Guidelines
 - b. “Scope of Work” – Project deliverable that will be submitted after grant execution that outlines the Tribe’s capacity building plan and implementation strategy to build capacity and achieve Program Objectives
 - c. “Regular Reports” – Project deliverable that includes invoices and high-level progress reports that will be submitted on an interval developed between SGC and the Grantee
 - d. “Final Report” – Project deliverable that includes an outline of the activities conducted as part of the Scope of Work, the outcome of each activity, and a narrative description of positive outcomes, challenges, and lessons learned during the Grant Term that will be submitted at the end of the Grant Term
- vii. Time Periods within the Grant Term:
 - a. “Grant Term” – Commences on the date that all Parties have signed the Grant Agreement and ends three (3) years from the start date, unless otherwise terminated or amended; includes the Project Completion Period and Performance Period
 - b. “Project Completion Period” – Begins the date that the Parties have signed the Grant Agreement and lasts up to three (3) years, unless otherwise amended

- c. “Performance Period” – Starts immediately after the Project Completion Period to allow the Grantee to collect and report data on Projects that are completed toward the end of the Grant Term and to develop the Final Report
- viii. Entities Involved in the Grant Implementation Process:
 - a. “Grantee” – Designated Tribe(s) that has/have an agreement for grant funding with the State
 - b. “LCI” – Governor’s Office of Land Use and Climate Innovation
 - c. “Parties” – SGC and Grantee, collectively
 - d. “SGC” – The California Strategic Growth Council
 - e. “State” – Any State agency with an oversight role over the funding or Tribal Capacity Building Program Project
 - f. “TCBP Grant Manager” – Day-to-day point of contact during the Grant Term

2. Incorporation

The TCBP Guidelines and all the attachments to this Grant Agreement are hereby incorporated by reference into this Grant Agreement.

The performance of this grant must be conducted in accordance with the following order of precedence: the enabling legislation for the TCBP Program, Grant Agreement, and TCBP 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 three (3) 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 three (3) years from the start date (in 2027), unless otherwise terminated or amended.

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 (“TCBP 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 TCBP Project deliverables and related documents on behalf of Grantee. The letter must also identify any additional Authorized Designees as well as Grantee's day-to-day Grant Manager. Use the template provided in *Exhibit C*.

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 TCBP Grant Manager at the subsequent reporting due date. Authorized Signatory letters will be kept on file with SGC for up to four (4) years after the Performance Period.

5. 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.

6. Document Submission

All documents must be submitted via email to the Grantee's designated TCBP Grant Manager.

7. Timeliness

Time is of the essence in this Grant Agreement.

8. Amendments and Modifications

Any modification or amendment of the terms of this Grant Agreement must be within the intent of the TCBP Program. Requests to increase the overall grant amount or to significantly alter the deliverables of the TCBP 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: Work Plan, 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
 - b. Budget and Schedule of Deliverables

- (i) Task descriptions (i.e., details regarding methods used to achieve deliverables)
 - (ii) Reallocating less than ten percent (10%) 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. Terms in the TCBP Grant Agreement
 - b. Budget and Schedule of Deliverables
 - (i) Elimination or alteration in deliverables
 - (ii) Reallocating more than ten percent (10%) 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 twelve (12) months.
 - 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 TCBP Guidelines and intent of the TCBP Program, and the effect of not approving the request. All requests must include supporting documentation to validate the request. TCBP 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 (*Exhibit A, Part 2, Section 28*).
- d. SGC has the sole discretion to determine what changes to the Grant Agreement constitute “Modifications” or “Amendments.” All requests, including reallocation of grant funds between Projects, will be determined to be either a modification or an amendment on a case-by-case basis by SGC in a manner consistent with this section.

9. Conditions for Beginning Work

- i. Readiness Requirements
 - a. Grantee may begin work on all Mandatory and Customized Activities upon execution of this Grant Agreement. Grantee Costs may also be spent upon execution of this Grant Agreement.
 - b. Grantee may not bill SGC for any work completed prior to the effective date of this Grant Agreement.
- ii. CEQA Clarification
 - a. Grantee should consider whether the proposed project(s) constitutes a project under CEQA.

10. Technical Assistance

SGC will provide implementation technical assistance (TA) to the Grantee during the Grant Term. 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 Scope of Work for the Project Completion Period. The TA team will provide the Grantee a menu of TA services to tailor the assistance offered. The Scope of Work will be designed to be iterative and flexible as needs change throughout the Grant Term.

11. Reporting Requirements

- i. General Reporting Requirements
 - a. All reports must be completed using templates attached to this Grant Agreement or provided by SGC and submitted using the naming conventions provided.
 - b. The first reporting period will begin on the start date of the Grant Agreement.
 - c. All reports must be submitted to the TCBP Grant Manager on the due date specified by SGC. 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, conference calls or video conferencing.
 - f. Grantee's failure to meet the reporting requirements on time may result in a delay in reimbursement.
- ii. Regular Progress Reports
 - a. Grantee must complete Regular Progress Reports not more frequently than monthly and not less frequently than quarterly using the template provided by SGC.
 - b. Grantee must complete Regular Progress Reports for the duration of the Project Completion Period.
 - c. Regular Progress Reports must correspond with the Work Plan, Budget, and Schedule of Deliverables described in the Grant Agreement.
 - d. Grantee must report on any deliverables submitted and submit evidence of work completed, as requested by SGC.
 - iii. Regular Check-In Meetings
 - a. Grantee must participate in regular check-in meetings with their designated TCBP Grant Manager.

12. Payment Provisions

- i. Advance Pay

AB 590 (Hart, 2023) and AB 3017 (Hart, 2024) authorizes SGC to provide advance payments of TCBP grant awards to Grantees that are registered as a 501(c)(3) nonprofit organization and a federally recognized Native American Tribe, respectively, 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. One hundred percent (100%) of the grant award can be provided through advance pay to eligible Tribes in installments of up to twenty five percent (25%) of the total amount of the grant award. At this time, SGC is only able to provide advance pay to 501(c)(3) nonprofit Grantees and federally recognized Tribal Grantees of the Tribal Capacity Building Program.

Grantees that are approved for and receive advance payment are still required to follow invoicing and reporting requirements as outlined in the Grant Agreement. This includes Regular Reports and submitting all necessary backup documentation with submitted invoices. Advance payment requests

from Grantees can be submitted at any time after grant execution (i.e., Grantees do not need to wait for a standard invoicing period to submit an Advance Payment Request Form).

Advance payment requests are not subject to the Prompt Payment Act since advanced funds are not reimbursing for goods or services rendered, however, TCBP Program staff will still make efforts to review and approve requests within 15 working days, as with standard invoices.

To receive advance payments under a TCBP grant award, Grantee must demonstrate the following:

- a. The advance payments are necessary to meet the purposes of the grant project.
- b. The use of the advance funds is adequately regulated by grant or budgetary controls.
- c. The Grantee:
 - (i) Has no outstanding financial audit findings related to any of the moneys eligible for advance payment and is in good standing as an organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code and with the Franchise Tax Board and Internal Review Service;
 - (ii) Agrees to deposit all moneys into a federally insured account;
 - (iii) Agrees to revert all moneys to SGC if they are not liquidated within the timeline specified in the Grant Agreement;
 - (iv) Submits a spending plan to SGC for review prior to receiving the advance payment;
 - (v) The spending plan shall include project schedules, timelines, and milestones;
 - (vi) SGC shall consider the available fund balance when determining the amount of the advance payment; and
 - (vii) Reports to SGC any material changes to the spending plan within 30 days.
- d. 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.
- e. 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.

- f. 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.
 - g. Grantee assumes legal and financial risk for the advance payments.
 - h. 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 TCBP Guidelines.
 - i. 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.
 - j. 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.
- ii. Grantee will be paid on a reimbursement basis for the funds not disbursed through advance pay:
- a. All invoices must be supported by adequate documentation evidencing that the direct cost for which the Grantee seeks reimbursement has been incurred. Grantee must maintain as part of its records for the TCBP Project all invoices and supporting documentation; these records will be subject to the audit provisions in *Exhibit A, Part 2, Section 22*.
 - b. During the Project Completion Period, Grantee may only request reimbursement for eligible costs incurred for implementing the TCBP Project. Any work performed prior to the start date or after the end of the Performance Period will not be reimbursed.
 - c. 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.

iii. Eligible Costs

Grantee should refer to the *Tribal Capacity Building Program Round 2 Grant Guidelines, II. Before Applying, D. Eligible Costs* for eligible cost requirements. To the extent that the provisions of this Section may conflict with the TCBP 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 the Grantee's federally negotiated rate OR up to thirty percent (30%) if the Tribe does not have a federally negotiated rate of the awarded TCBP 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 TCBP 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, 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.
- 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 SGC

and State of California for any liabilities resulting from such travel.

- d. Community Engagement costs that advance implementation of the TCBP Project.

iv. Ineligible Costs

- a. Indirect costs in excess of the Grantee's federally negotiated rate OR costs in excess of thirty percent (30%) of the grant funds if the Tribe does not have a federally negotiated rate of the awarded TCBP funds.

- b. 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 TCBP Project

- c. 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 and are already funded
- (viii) Ceremonial expenses (including food and beverages)
- (ix) Expenses for publicity not related to the TCBP 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.
- v. All costs must be reasonable, as defined below:
- a. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining reasonableness of a given cost, consideration must be given to:
 - (i) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the entity or the proper and efficient performance of this Grant Agreement.
 - (ii) The restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; federal, State, local, Tribal, and other laws and regulations; and terms and conditions of this Grant Agreement.
 - (iii) Market prices for comparable goods or services for the geographic area.
 - (iv) Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to its employees, the public at large, and the State.
 - (v) Whether the cost significantly deviates from the acquiring entity's established practices and policies regarding the incurrence of costs.
 - b. SGC has the sole discretion to determine if a cost is reasonable. Any costs that do not meet the requirements above may not be reimbursed by the State. The Grantee may file a Dispute to contest SGC's determination.

13. Regular Invoicing

During the Project Completion Period, the Grantee will submit online one (1) invoice package to SGC on the Report Due Date as determined based on the reporting frequency.

- 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 by SGC.
 - (i) Invoices shall include the Agreement Number and shall be submitted electronically only. Invoices shall not be submitted more frequently than monthly and not less frequently than quarterly in arrears.
 - 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, 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 TCBP 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 has performed, the specific grant-related activities or objectives to which the individual's time was devoted, the hourly rate, and the amount of time spent.
 - c. Evidence of deliverables completed – Grantee must submit evidence of work completed to justify the reimbursement request in the invoice. Documentation may be the final deliverables as listed in *Exhibit B* or interim deliverables that demonstrate the work completed.
 - d. Report(s) – Grantee must submit the appropriate reporting materials described in *Exhibit A, Part 2, Section 11*.
- ii. Grantee must submit the invoice package to the TCBP Grant Manager identified by SGC. The Strategic Growth Council and Governor's Office of Land Use and Climate Innovation must be copied as well:
AccountsPayable@LCI.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. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.
 - b. SGC has the discretion to determine the sufficiency of work completed and completeness of an invoice package.
 - c. 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.
- 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 any retention withheld throughout the Project Completion Period.
- vii. Prompt Payment
 - a. The Prompt Payment Act (Gov. Code Section 927, *et seq.*) requires State agencies to pay properly submitted, undisputed invoices within 45 calendar days of initial receipt.
 - b. SGC shall ensure it complies with the Prompt Payment Act under this Grant Agreement.
 - c. In order to reimburse Grantees within 45 calendar days of receipt per the Prompt Payment Act, TCBP Program staff aim to complete their review within 15 working days. Afterwards, LCI/SGC Accounting needs

15 working days to process the payment, then the State Controller's Office needs 15 working days to cut the check.

- d. Processing timelines can be delayed if the invoice submission is not accurate and requires Grantee follow-up.

14. Budget Contingency Clause

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.

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

15. Work Outside the State of California

SGC disclaims any representations, express or implied, that any work outside the State of California will be funded by the TCBP Program. Grantee waives any claims against SGC related to such work.

16. 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.

17. Availability of Funds

Sufficient funds for this Grant Agreement have been made available by the Affordable Housing and Sustainable Communities Program (Division 44, Part 1 Chapter 2 of the Public Resources Code) that SGC allocated for technical assistance to local communities.

18. Revenue

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

19. Monitoring and Oversight

Grantee agrees to meet with the State or designated representative to visit the project sites pertaining to any TCBP Project described in this Grant Agreement. Project sites may include any public or participating private properties.

- i. Once the Grant Agreement is executed, the TCBP Grant Manager may request a regularly occurring phone call or in-person meeting with Grantee's Grant Manager to discuss the TCBP Project. Grantee must work with the TCBP Grant Manager to accommodate monitoring requests.

20. Recordkeeping

Grantee must establish an official file for the TCBP Project funded by the Grant Agreement. The file must contain adequate documentation of all actions taken with respect to the TCBP Project, including copies of the Grant Agreement, amendments and modifications, letters and email correspondences, financial records, required reports, and readiness and compliance documentation. The Grantee agrees, upon SGC's request, to provide SGC with copies of all Grantee 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 TCBP 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).

21. Records; Applicability of the California Public Records Act (Gov. Code § 7920.000 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 and provided to SGC will be in the public domain to the extent to which release of such materials is required under the California Public Records Act (Gov. Code § 7920.000 et seq.), provided that Tribal data and Traditional Ecological and Cultural Knowledge shall be maintained as confidential and not provided to SGC or subject to release. 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 in line with the conditions and restrictions of this agreement, respecting all confidentiality of Tribal data.

22. 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, upon SGC's request, to provide SGC with copies of any records and supporting documentation pertaining to the performance of this Grant Agreement maintained pursuant to Section 20. Grantee must maintain copies of project records four (4) years after the Performance Period unless a longer period of records retention is stipulated.

- i. 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.
- ii. 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.

23. 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, provided nothing stated herein extends State civil regulatory jurisdiction over lands held in trust by the United States for the benefit of the Grantee. Grantee must promptly provide evidence of such compliance if requested by the State.

24. Insurance

- i. A Grantee that is a governmental organization may provide evidence of sufficient self-insurance to satisfy the insurance requirements below.
- ii. If Grantee is not a governmental organization or is unable to provide evidence of sufficient self-insurance, then the following are the insurance requirements:
 - a. Grantee must ensure the following insurance policies are obtained and kept in force through the Project Completion Period for each project, with no lapses in coverage, that cover any acts or omissions of Grantee or employees engaged in carrying out any tasks specified in this Grant Agreement:
 - (i) Worker's Compensation Insurance in an amount of not less than the statutory requirement of the State of California: \$100,000 per occurrence; \$100,000 per employee; \$500,000 total policy value. Worker's Compensation Insurance is only needed if Grantee has paid employees.

- (ii) Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence for bodily injury and property damage combined.
- (iii) Motor vehicle liability with limits in an amount not less than \$1,000,000 per accident for bodily injury and property damage combined. Such insurance must cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.
- (iv) 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.
- (v) 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.

25. 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.

26. 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.

27. 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 deliverables it produces pursuant to this Grant Agreement, except for any Tribal data or Traditional Ecological and Cultural Knowledge excluded as described in Section 50(iii) of this agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on the State's behalf.

ii. 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 or the entire TCBP 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 TCBP Project as a whole or any TCBP Project Components, including failure to comply with the terms of this Grant Agreement.

- a. 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.
- b. 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.
- c. 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 TCBP Project is brought back into full compliance. Costs and expenses for these actions will be borne by the applicable Grantee.
- d. 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 or of the entire TCBP 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.
- e. Upon termination by SGC, Grantee must deliver all invoices, reports, and other deliverables required by this Grant Agreement up to the time of termination. Grantee must deliver all materials within sixty (60) calendar days of the termination date.

28. Disputes

SGC has sole discretion to determine if an invoice, report, deliverable, or other supporting documentation is sufficient and complete, per the Grant Agreement, TCBP 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 TCBP Grant Manager. The dispute statement must contain a concise description of the dispute, along with any supporting documentation.
 - a. Grantee and relevant Parties must attempt to negotiate a resolution to the dispute.
 - b. SGC will present a dispute resolution within fifteen (15) working days of receiving Grantee's dispute statement.
- iii. Grantee has fifteen (15) working days to appeal a dispute resolution. Grantee must submit a written appeal statement to SGC. The appeal statement must contain a concise description of the appeal, along with any supporting documentation.
 - a. Grantee and relevant Parties must attempt to negotiate a resolution to the appealed dispute.
 - b. SGC will respond to the appeal statement within fifteen (15) working days of receiving Grantee's appeal statement.
- iv. If Grantee wants to further appeal a dispute resolution after undergoing both the dispute and appeal process, Grantee must submit a further appeal statement to the Government Claims Program at the Department of General Services, the final administrative forum for resolution of the dispute.
- v. During a dispute, Grantee must observe any Stop Work Orders put into effect until the dispute is resolved.

29. Stop Work Order

SGC has the right to issue a Stop Work Order for an individual Project or the entire TCBP Project and suspend payments to Grantee in accordance with the terms of this Grant Agreement. 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 TCBP 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 TCBP 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 TCBP 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.

30. 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 it does not incur any additional obligations, costs, or expenses, except as may be reasonably necessary to terminate its activities.
 - c. SGC will examine the extent of Grantee compliance for work partially completed and reasonably determine costs eligible for reimbursement based on final invoices submitted and compliance with this Grant Agreement.
- ii. The rights and remedies of the SGC and Grantee provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

31. 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.

32. Grantee Independence/Not an Agent of the State

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

33. 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 negligence and intentional misconduct.

34. Waiver

- i. 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.
- ii. 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.
- iii. 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.

35. 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.

36. 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, or its vendors, and beyond the reasonable control of such party.

37. 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.

38. 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.

39. 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.

40. Americans with Disabilities Act

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

41. Non-discrimination Clause

During the performance of this Grant Agreement, Grantee 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. Notwithstanding the above, Grantee may exercise hiring preferences under a Tribal Employment Rights Ordinances (TERO) or similar formally adopted Tribal law or policy as allowed by State and Federal law.

Grantee must ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee 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 it gives written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other grant agreement.

42. Drug-Free Workplace Certification

Grantee certifies that it will provide a drug-free workplace to employees 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;
 - 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;
 - b. Agree to abide by the terms of the company's statement as a condition of employment on the Grant Agreement.

43. Child Support Compliance Act

Grantee recognizes the importance of child and family support obligations. If applicable, Grantee 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 their knowledge and if required, 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.

44. Environmental Justice

In the performance of this Grant Agreement, Grantee should 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).

45. 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.

46. Prevailing Wages and Labor Compliance

Grantee certifies that it will comply with all applicable prevailing wage requirements.

47. Publicity

Grantee shall include the SGC logo and reference the TCBP Program on materials developed as part of the TCBP Project.

48. 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, including the reserved confidentiality of Tribal data and Traditional Ecological and Cultural Knowledge, Grantee shall have the right to publish, disclose, disseminate, and use, in whole and in part, any deliverables 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). This process is an opportunity for review by SGC for consistency with the TCBP Program and is not intended to act as an approval process prior to release of the publication, presentation, or other public release. 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. Tribal data and Traditional Ecological and Cultural Knowledge may be excluded from all project deliverables to protect confidentiality. SGC will work with the Grantee to ensure a clear process for excluding confidential Tribal data from all program materials.

49. Copyrights

- i. All rights in copyrightable works first created by Grantee in the performance of the Work Plan, 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 of deliverables, and distribute copies of the deliverables identified in *Exhibit B*, to fulfill the State's government purposes, provided the confidentiality of Tribal data and Traditional Ecological and Cultural Knowledge is protected.
- 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. With the exception of Tribal data and Traditional Ecological and Cultural Knowledge, 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.

50. Recycled Contents Products

Grantee must 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).

51. 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.

EXHIBIT B – WORK PLAN, BUDGET, AND SCHEDULE OF DELIVERABLES

Grantee Name: [INSERT NAME OF TRIBE AND/OR TRIBAL ORGANIZATION]

Work Plan

TASK #	Mandatory Activities	Estimated Timeline
Task 1	Participate in trainings, peer learning, and grant-related meetings	Months 1-36, as scheduled
Task 2	Grant writing and implementation	Months 1-36
Task 3	Tribal Capacity Building Program reporting	[INSERT MONTHLY, BI-MONTHLY, OR QUARTERLY]
TASK #	Customized Activities	
Task 4	[INSERT ACTIVITY CATEGORY]	Months #-#
Task 5	[INSERT ACTIVITY CATEGORY]	Months #-#
Task 6	[INSERT ACTIVITY CATEGORY, IF APPLICABLE]	Months #-#
Task 7	[INSERT ACTIVITY CATEGORY, IF APPLICABLE]	Months #-#

Budget

The total amount awarded for this grant will not exceed \$420,000.

Tribal Capacity Building Program Project Costs	Grant Funds
TCBP Activities & Tasks	#[INSERT AMOUNT]
Indirect Costs (up to 30% OR Applicant's federally negotiated rate)	#[INSERT AMOUNT]
COLA (up to 3%)	#[INSERT AMOUNT]
TCBP Total Project Cost	#[INSERT AMOUNT]

Schedule of Deliverables

Deliverables	Estimated Completion Date
TCBP Scope of Work	Spring 2027
Regular Reports	[INSERT MONTHLY, BI-MONTHLY, OR QUARTERLY]
Final Report	Early 2030

EXHIBIT C – 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

1. **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 _____

2. **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 Forms
- Other _____