

**TRANSFORMATIVE CLIMATE COMMUNITIES SUBRECIPIENT AGREEMENT
FOR FY 2018/2019**

Indicator Tracking Plan

This Transformative Climate Communities Subrecipient Agreement (“Agreement”) is executed on this ____ day of _____, 2023, by and between the CITY OF RIVERSIDE, California charter city and municipal corporation (“City”), and RIVERSIDE COMMUNITY HEALTH FOUNDATION, a California nonprofit corporation (“Foundation”). The City and Foundation may be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

A. Pursuant to the Budget Act of 2019 (AB 74, Section 2), the legislature for the State of California (“State”) appropriated Forty-Eight Million Seven Hundred Fifteen Thousand Three Hundred Eighty-Four Dollars (\$48,715,384) to the Transformative Climate Communities Program (“TCC Program”), which empowers the communities most affected by pollution to choose their own goals, strategies, and projects to reduce greenhouse gas (“GHG”) emissions and local air pollution.

B. On February 27, 2020, the City, as Lead Applicant, and various other community stakeholder partners (“Partners”), as Co-Applicants, including Foundation, applied to the California Strategic Growth Council (“SGC”) for a grant, as part of SGC’s TCC Program, for the development and implementation of a neighborhood climate sustainability plan to reduce greenhouse gas emissions, foster public health and environmental benefits, and catalyze economic opportunity and shared prosperity within the eastside community of the City of Riverside (“Eastside Climate Collaborative”).

C. Pursuant to the guidelines for the TCC Program as released on October 31, 2019 (“TCC Guidelines”), on February 27, 2020, the City and Partners entered into a Partnership Agreement for the Collaborative Stakeholder Structure for the Eastside Climate Collaborative Transformative Climate Communities Initiative (“Partnership Agreement”), wherein they agreed upon a governance structure and terms of operation required to implement the Eastside Climate Collaborative. The Partnership Agreement, as amended, is attached hereto and incorporated herein as Exhibit “B.”

D. On June 25, 2020, SGC awarded Nine Million One Hundred Thousand Dollars (\$9,100,000) (“Master Grant”) to the City for the Eastside Climate Collaborative.

E. On May 7, 2021 the City executed the Transformative Climate Communities Grant Agreement with the SGC (“Implementation Grant Agreement”), which is required for the release of Master Grant funds. A copy of the executed Implementation Grant Agreement is attached hereto as Exhibit “A” and is incorporated herein by this reference.

F. The authority for the Implementation Grant Agreement is the TCC Program statute, California Public Resources Code § 75240 et seq., and the TCC Guidelines. Under the Implementation Grant Agreement, the City will be responsible for administering the Master Grant,

disbursing subgrants to Partners and reporting project activities to SGC in compliance with all applicable regulations, including the TCC Guidelines.

G. After receiving the Master Grant, the City will provide a subgrant in an amount not to exceed Seventy Thousand Three Hundred Eighty-Seven Dollars and Seventy-Five Cents (\$70,387.75) (“Subgrant”) to Foundation to be used for a program known as the Indicator Tracking Plan (“Project”).

H. The City and Foundation now wish to enter into this Agreement to facilitate the distribution of the Subgrant, to define Foundation’s role and responsibilities with respect to the Subgrant-funded activities, and to expressly bind Foundation to applicable provisions of the Implementation Grant Agreement, which is necessary to ensure the ability of the City to comply with its obligations to SGC.

AGREEMENT

1. Incorporation of Recitals. The recitals above are true and correct and are hereby incorporated herein by this reference.

2. Defined Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings as set forth in the Implementation Grant Agreement.

3. Incorporation of Documents. The Partnership Agreement, the Implementation Grant Agreement, and all the attachments to the Implementation Grant Agreement are incorporated by reference into this Agreement as though set forth in full in this Agreement (“Incorporated Documents”).

4. Order of Precedence. The performance of this Agreement must be conducted in accordance with the following order of precedence, except as otherwise expressly provided in this Agreement or the Implementation Grant Agreement: first, the enabling legislation for the TCC Program; then the Implementation Grant Agreement; then this Agreement; then the TCC Program Guidelines; and then the Partnership Agreement.

5. Term. The term of this Agreement begins on the date set forth above and remains in effect for the duration of the Implementation Grant Agreement, including any amendments thereto (“Term”), unless terminated earlier as provided herein.

6. Subgrant. The City shall pay Foundation a grant amount not to exceed Seventy Thousand Three Hundred Eighty-Seven Dollars and Seventy-Five Cents (\$70,387.75) to implement the Indicator Tracking Plan, as set forth in Exhibit “C”, attached hereto and incorporated herein, in accordance with the Budget, attached hereto and incorporated herein as Exhibit “D”.

7. Time of the Essence. With regards to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

8. Notices. Any notices provided for, or required, to be given hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

City

City of Riverside
Community & Economic
Development Dept.
Attn: Andrea Robles
3900 Main Street, 5th Floor
Riverside, CA 92522

FOUNDATION

Riverside Community Health Foundation
4275 Lemon Street
Riverside, CA 92501

9. Availability of Funds. The City's allocation of funding to Foundation pursuant to this Agreement is contingent upon the availability of Master Grant funds to the City. Sufficient funds for the Implementation Grant Agreement have been made available by the Budget Act of 2019 (AB 74; Section 2). As such, this Agreement is subject to any restriction, limitation, or condition enacted by the State, which may affect the provisions, terms, or funding of this Agreement in any manner. In the event of funding reduction, Foundation's Budget may be reduced as a whole or as to cost category, and Foundation's authority to commit and spend funds may be limited, and Foundation's use of both its uncommitted and unspent funds may be restricted. Any such change shall be reflected by written amendment to this Agreement pursuant to Section 13. Notwithstanding the foregoing, the City may also terminate this Agreement pursuant to Section 14 of this Agreement.

10. Independent Party/Not an Agent of the City or State. In the performance of this Agreement, Foundation and Foundation's employees, subcontractors, and agents shall act in an independent capacity as independent contractors, and not as officers or employees of the City or the State. Foundation acknowledges and agrees that neither the City nor the State has any obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Foundation, or to Foundation's employees, subcontractors and agents. This Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. Foundation shall be responsible for any and all taxes that apply to Foundation as an employer.

Foundation shall determine the method, details, and means by which it operates the Project. Foundation shall be responsible to the City and the State only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to the City's control or the State's control with respect to the physical action or activities of Foundation in fulfillment of this Agreement. If in the performance of this Agreement any third persons are employed by Foundation, such persons shall be entirely and exclusively under the direction, supervision, and control of Foundation. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirements of law shall be determined by Foundation.

11. Indemnification. Foundation and the City agree to indemnify, defend (with counsel approved by the State), and hold harmless the State, each other, and the State and each other's employees, officers, or agents, from and against any and all claims, injury, damages, liability, loss, or attorney's fees arising out of or in connection with the subject matter or terms of performance of this Agreement or the Implementation Grant Agreement, and from any suit, proceeding, or challenge against the State, each other, or the State or each other's employees, officers, or agents, by a third party alleging that, by virtue of the terms of this Agreement or the Implementation Grant Agreement, the State, each other, or the State or each other's employees, officers or agents have done any wrongful act or breached any representation, whether based on a claim in contract, tort or otherwise, excepting each Party's own gross negligence and intentional misconduct. The provisions of this Section are in addition to, and not in lieu of, Section 37 of the Implementation Grant Agreement. In the event the City and Foundation are found to be comparatively at fault for any claim, action, loss, or damage which results from their respective obligations under this Agreement, each Party shall indemnify the other to the extent of its own comparative fault.

12. Insurance. Foundation shall comply with all requirements set forth in Section 26 of the Implementation Grant Agreement related to insurance. Foundation shall ensure that all insurance policies name the City and the State, and their officers, agents, employees and servants, as additional insured parties for the commercial general liability and automobile liability, as specified in Section 26 of the Implementation Grant Agreement. Foundation shall submit Certificates of Insurance to the City prior to the execution of this Agreement, except as otherwise agreed upon by the City in writing. Foundation shall notify the City of any insurance policy cancellation or substantial change of policy, including lapse of coverage, change in coverage amount, or change in carrier.

13. Amendments/Modifications. This Agreement may only be amended or modified in writing by mutual agreement between the City and Foundation. Any requests by Foundation for modifications or amendments (as defined in Section 9 of the Implementation Grant Agreement) of this Agreement shall be submitted in writing to the City. Any such request is subject to the requirements applicable to City as "Grantee" under the Implementation Grant Agreement. If a request requires a change to the Implementation Grant Agreement and the requested amendment or modification is allowable under the Implementation Grant Agreement, the City shall consider such request and, in its sole discretion, the City may submit the request to the State.

14. Termination.

14.1 For Cause. The City may terminate this Agreement upon ten (10) days written notice if Foundation materially fails to comply with any terms of this Agreement, including but not limited to:

A. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and policies or directives as may become applicable at any time, including the TCC Guidelines;

- B. Failure, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement;
- C. Improper use of the Subgrant provided under this Agreement; and
- D. Submission of reports that are incorrect or incomplete in any material respect.

14.2 Availability of Funding. Should funding change pursuant to Section 9 of this Agreement, the City may terminate this Agreement upon three (3) days written notice to Foundation.

14.3 Without Cause. Notwithstanding any other provision of this Agreement, this Agreement may be terminated for convenience by either Party, upon thirty (30) days written notice to the other Party.

14.4 Costs Following Termination. Costs of Foundation resulting from obligations incurred by Foundation after termination of this Agreement are not allowable unless the City expressly authorizes them.

15. Data Privacy. Pursuant to Section 28 of the Implementation Grant Agreement, Foundation shall implement and maintain reasonable security procedures and practices with respect to any personal identifying information disclosed to Foundation in the course of performing this Agreement. Foundation shall notify the City within twenty-four (24) hours of Foundation's determination that a security breach has occurred with regards to any personal information disclosed to Foundation in the course of performing the Agreement and shall conduct such investigation and provide such notice as required by law in the event of such breach.

16. Program Records. Foundation shall maintain financial, programmatic, statistical and other supporting records of its operations and financial activities, including but not limited to, documentation of all Subgrant funds received from the City or other sources to operate the Project, documentation of expenses identified in the Budget, and any other related records as City may require from time to time. Such records shall be retained for a period of four (4) years after the Performance Period, as defined in the Implementation Grant Agreement, unless a longer period of records retention is stipulated.

17. Nondiscrimination. During Foundation's performance of this Agreement, Foundation shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section

12940 of the California Government Code. Further, Foundation agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

18. Authorized Signatories.

18.1 City. The City of Riverside's City Manager, or his designee, is authorized to sign this Agreement and related documents on behalf of the City. The City's day-to-day point of contact is Housing Project Coordinator, Andrea Robles ("City Representative") unless otherwise provided by the City in writing once this Agreement is executed.

18.2 Foundation. Before or concurrently with its execution of this Agreement, Foundation shall submit documentation to the City, substantially in conformance with the forms attached hereto as Exhibit "F", that identifies the individual who is authorized to sign this Agreement and the Project deliverables and related documents on behalf of Foundation ("Authorized Signatory"). The documentation shall also identify any additional authorized designees ("Authorized Designees") as well as Foundation's day-to-day grant manager, i.e., the person who has ultimate review and approval authority for all Project-related invoices and billing ("Grant Manager"). Foundation shall keep such documentation current and submit changes through email to the City Representative, as needed.

19. Compliance with Incorporated Documents. Foundation shall comply with all applicable provisions of the Incorporated Documents. In complying with its obligations under the Incorporated Documents, Foundation shall comply with all applicable terms and conditions binding on the "Grantee" or, where referenced, "Partners" under the Incorporated Documents.

20. Responsibility; Standard of Care.

20.1 Foundation shall manage, monitor, and accept responsibility for the performance of its own staff, agents, and subcontractors, and shall conduct Project activities and services consistently with professional standards for the industry and type of work being performed under this Agreement.

20.2 Foundation shall notify the City if it or its subcontractors are revoked, disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from the Project. No contract or subcontract can relieve Foundation of its responsibilities and obligations under the terms of this Agreement. Foundation agrees to be fully responsible to the City and the State for the acts and omissions of Foundation, its subcontractors, and of all persons either directly or indirectly employed by them.

21. Project Readiness.

21.1 Foundation shall timely achieve readiness related to the Project, in accordance with the Incorporated Documents, including, but not limited to, Section 10 of the Implementation Grant Agreement.

21.2 Foundation shall not proceed with reimbursable Project work until the City provides Foundation with written notice to proceed as described in Section 10 of the Implementation Grant Agreement.

22. Reporting Requirements.

22.1 Foundation shall track required information and provide all documents, progress reports, invoices, and other submissions to the City in accordance with the requirements of the Incorporated Documents.

22.2 The format must be in accordance with the requirements that are set forth in Section 12 of the Implementation Grant Agreement, and any applicable exhibits thereto, or in a similar format as requested by the City.

22.3 Foundation shall submit such documentation in a timely manner as specified in this Agreement, or upon request by the City, to allow the City to comply with its obligations to the State under Section 12 of the Implementation Grant Agreement.

23. Costs.

23.1 Foundation shall ensure that invoices submitted by Foundation to the City comply with the eligible cost requirements and are accompanied by adequate documentation, as detailed in Section 13 of the Implementation Grant Agreement. Invoices and accompanying documentation are hereinafter referred to as "Invoice Packages".

23.2 Foundation shall not submit Invoice Packages to the City for any ineligible costs, as described in Section 13(iii) of the Implementation Grant Agreement.

24. Billing.

24.1 For all Invoice Packages, Foundation shall utilize the invoice templates provided in Attachments D-3 of the Implementation Grant Agreement, or such other similar forms approved or requested by the City. Foundation's Invoice Packages shall conform to all requirements as detailed in Section 14 of the Implementation Grant Agreement, except as otherwise specified by the City. Supporting documentation for Foundation may be provided in the form of a copy of its general ledger. All supporting documentation will be retained and may be provided upon request.

24.2 Foundation shall submit Invoice Packages within fifteen (15) calendar days before the due date of the reporting period as shown in Attachment D-4 of the Implementation Grant Agreement. If Foundation fails to submit an Invoice Package by this date, Foundation shall wait to submit it in the next reporting period.

24.3 The City will not process payment of an Invoice Package until funds are received from the State. If the State does not provide funds to the City, the City is under no obligation to pay the Invoice Package. Upon receipt of funds from the State, the City will process and pay outstanding invoices within thirty (30) days.

25. Repayment of Funds. If funds are not expended or have not been expended in accordance with this Agreement and the Incorporated Documents, or if real or personal property that is acquired with Subgrant funds is not being used or has not been used in accordance with the Agreement and the Incorporated Documents, the City or the State may take appropriate action under this Agreement, at law or in equity, including but not limited to either or both of the following:

25.1 Requiring Foundation to forfeit any unexpended portion of the Subgrant.

25.2 Requiring Foundation to repay any funds improperly expended or paid to Foundation.

26. Project-Specific Requirements.

26.1 Among its other obligations under this Agreement, Foundation shall comply with every provision in Exhibits C and D of the Implementation Grant Agreement that relates to the Project (each such provision, a "Project-Specific Requirement").

26.2 Each obligation of "Grantee" under a Project-Specific Requirement is an obligation of Foundation, except as otherwise set forth in this Agreement. As between Foundation and the City, any reference to or any right of the State as set forth in a Project-Specific Requirement applies to the City and may be enforced by the City on its own behalf or on behalf of, or at the direction of, the State. A reference in a Project-Specific Requirement to the "Grant Agreement" is deemed to refer to this Agreement for purposes of this section.

27. Monitoring and Oversight.

27.1 The City and the State, or their designated representatives, each has the right to visit the Project site and to complete inspections in accordance with Section 21 of the Implementation Grant Agreement.

27.2 Foundation shall make the Grant Manager available for any meetings with the City and the State, as may be requested.

28. Recordkeeping.

28.1 Foundation shall comply with the recordkeeping requirements set forth in Section 22 of the Implementation Grant Agreement.

28.2 Foundation shall provide evidence to the City, upon request, of its recordkeeping practices and procedures, and shall provide the City with access to any record required to be maintained in accordance with Section 22 of the Implementation Grant Agreement.

29. Public Records Act; Publicly.

29.1 Foundation recognizes that documents and other records produced in performance of this Agreement, as detailed in Section 23 of the Implementation Grant Agreement, may be subject to disclosure under the Public Records Act.

29.2 Foundation shall not utilize any such materials for any profit-making venture or sell or grant rights to a third party who intends to do so.

29.3 The City and the State have the right to use any document, record, or data described in this Section for any public purpose.

30. Audit and Record Retention.

30.1 Foundation shall maintain all records for possible audit, as set forth in Section 24 of the Implementation Grant Agreement.

30.2 The City and the State, or their designated representatives, each has the right during normal business hours to review and copy any record and supporting documentation pertaining to the performance of this Agreement and to interview any employee who might reasonably have information related to such records.

30.3 Foundation and its subcontractors shall maintain copies of Project records for at least four (4) years after the Performance Period ends. If a longer period of records retention is stipulated to by the City or the State, and Foundation has notice of the longer retention period, it and its subcontractors shall maintain project records for the longer retention period.

30.4 The City and the State each have the right to conduct an audit each year during the term of this Agreement and up to four (4) years after the Performance Period.

30.5 The City and the State each may require recovery of payment from Foundation, issue a Stop Work Order, or terminate this Agreement, as warranted, based on an audit finding, or avail itself of any other proper remedy available in law or equity.

31. Compliance.

31.1 Foundation shall comply with all applicable federal, state, and local laws, ordinances, regulations, plans, and design standards. Foundation shall secure and maintain all permits or licenses required by authorities having jurisdiction over the Project area. Foundation shall comply with applicable requirements of the California Environmental Quality Act as it relates to FOUNDATION's obligations under this Agreement. Foundation shall promptly provide evidence of compliance upon request by the City.

31.2 Foundation certifies that it is not and will not become:

(A) In violation of any order or resolution subject to review promulgated by California Air Resources Board or an air pollution control district;

(B) Subject to a cease and desist order subject to review issued pursuant to Section 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or

(C) Determined to be in violation of provisions of federal law relating to air and water pollution.

31.3 Foundation shall ensure that its Subcontractors comply with all terms in this Section with respect to the Project.

31.4 Foundation shall comply with Section 25 of the Implementation Grant Agreement.

32. Additional Terms of Implementation Grant Agreement. Without limiting any other obligations in this Agreement, Foundation agrees to comply with the following provisions of the Implementation Grant Agreement. All obligations of "Grantee" as set forth in these provisions apply to Foundation to the same extent as they apply to the City, except as otherwise set forth in this Agreement. As between Foundation and the City, any references to or any rights of the State as set forth in the following provisions also apply to the City and may be enforced by the City on its own behalf of, or at the direction of the State. References in the following provisions to the "Grant Agreement" also refer to this Agreement.

32.1 Section 19 of the Implementation Grant Agreement ("Availability of Funds"),

32.2 Section 28 of the Implementation Grant Agreement (“Personally Identifiable Information”),

32.3 Section 29 of the Implementation Grant Agreement (“Ownership”),

32.4 Section 30 of the Implementation Grant Agreement (“Non-Performance”),

32.5 Section 31 of the Implementation Grant Agreement (“Disputes”),

32.6 Section 32 of the Implementation Grant Agreement (“Stop Work Order”),

32.7 Section 35 of the Implementation Grant Agreement (“Governing Law and Venue”). As to any legal dispute that involves the State, venue is in Sacramento, California. In the case of a dispute between Foundation and the City, the venue is in Riverside, California, unless otherwise required by the State,

32.8 Section 38 of the Implementation Grant Agreement (“Waiver”),

32.9 Section 40 of the Implementation Grant Agreement (“Force Majeure”),

32.10 Section 41 of the Implementation Grant Agreement (“Expatriate Corporations”),

32.11 Section 42 of the Implementation Grant Agreement (“Corporation Qualified to do Business in California”),

32.12 Section 43 of the Implementation Grant Agreement (“Self-Dealing and Arm’s Length Transactions”),

32.13 Section 44 of the Implementation Grant Agreement (“Relocation”),

32.14 Section 45 of the Implementation Grant Agreement (“Americans with Disabilities Act”),

32.15 Section 46 of the Implementation Grant Agreement (“Non-discrimination Clause”),

32.16 Section 47 of the Implementation Grant Agreement (“Drug Free Workplace Certification”),

32.17 Section 48 of the Implementation Grant Agreement (“Child Support Compliance Act”),

32.18 Section 49 of the Implementation Grant Agreement (“Environmental Justice”),

32.19 Section 50 of the Implementation Grant Agreement (“Union Organizing”),

32.20 Section 51 of the Implementation Grant Agreement (“Prevailing Wages and Labor Compliance”),

32.21 Section 52 of the Implementation Grant Agreement (“Publicity”),

32.22 Section 55 of the Implementation Grant Agreement (“Recycled Content Products”). Foundation shall provide all information requested by the City in order to allow the City to comply with its certification obligations related to post-consumer material,

32.23 Section 56 of the Implementation Grant Agreement (“Severability”), and

32.24 Section 57 of the Implementation Grant Agreement (“Terms that Survive Grant Agreement”).

33. Third-Party Rights. Nothing in this Agreement gives any right or benefit to any entity other than the City and the State.

34. Entire Agreement. This Agreement with its exhibits, and the Incorporated Documents, represents the entire understanding of the City and Foundation as to those matters contained herein and supersedes and cancels any prior or contemporaneous oral or written understanding, promises, or representations with respect to those matters covered.

35. Counterparts. This Agreement may be signed by the Parties hereto in counterparts, each of which shall be an original but all of which together shall constitute one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart.

36. Exhibits. The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

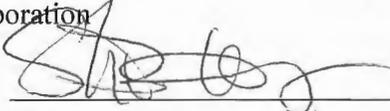
- Exhibit “A” – Implementation Grant Agreement
- Exhibit “B” – Partnership Agreement
- Exhibit “C” – Project
- Exhibit “D” – Budget
- Exhibit “E” – Key Personnel
- Exhibit “F” – Authorized Signatures on Transaction Documents

IN WITNESS WHEREOF, Parties have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

RIVERSIDE COMMUNITY HEALTH FOUNDATION, a California nonprofit corporation

By: _____
City Manager

By:  _____

Attest: _____
City Clerk

Sheneé Bowie-Hussey
[Printed Name]

Vice President Health Strategies
[Title] / CSO

Certified as to Availability of Funds:

By:  _____
Chief Financial Officer

Approved as to Form:

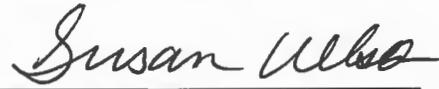
By:  _____
Assistant City Attorney

EXHIBIT "A"

Implementation Grant Agreement

B80-02 (Rev 09/20)

GRANT AGREEMENT NUMBER: SGC20106	
1. This Agreement is entered into between the State Agency and the Grantee named below:	
STATE AGENCY'S NAME Office of Planning and Research, Strategic Growth Council, hereinafter referred to as STATE	
GRANTEE'S NAME City of Riverside, hereinafter referred to as GRANTEE	
2. The term of this Agreement is: Upon Execution through March 31, 2026	
3. The maximum amount of this Agreement is: \$ 9,080,510.00 Nine Million, Eighty Thousand, Five Hundred Ten Dollars and No Cents	
4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.	
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Exhibit A: Scope of Work	37 page(s)
Exhibit B: Budget and Schedule of Deliverables	33 page(s)
Exhibit C: Special Terms and Conditions	17 page(s)
Exhibit D: Attachments	120 page(s)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

GRANTEE		California Department of General Services Use Only <input checked="" type="checkbox"/> Exempt per: SCM Volume 1, 4.06
GRANTEE'S NAME (if other than an individual, state whether a corporation, partnership, etc.) City of Riverside		
BY (Authorized Signature) 	DATE SIGNED 5/5/2021	
PRINTED NAME AND TITLE OF PERSON SIGNING Al Zelinka, FAICP, CSCM, City Manager		
ADDRESS 3900 Main Street, 5th Floor, Riverside, CA 92522		
STATE OF CALIFORNIA		
AGENCY NAME Office of Planning and Research, Strategic Growth Council		
BY (Authorized Signature)  Scott Morgan	DATE SIGNED 5/7/2021	
PRINTED NAME AND TITLE OF PERSON SIGNING Scott Morgan, Chief Deputy Director of Admin, OPR		
ADDRESS 1400 Tenth Street, Sacramento, CA 95814		

APPROVED AS TO FORM:

By: 
Lauren M. Sanchez
Deputy City Attorney

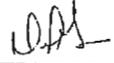
Attest: 
Donesia Gause
City Clerk

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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 City of Riverside, the Grantee;

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

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

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

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

WHEREAS, the Strategic Growth Council will grant to Grantee, pursuant to the above authorization, a sum not to exceed nine million, eighty thousand dollars, five-hundred and ten dollars and zero cents (\$9,080,510.00), upon and subject to the terms of this Implementation Grant Agreement and consistent with the terms of the TCC Program Guidelines;

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

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

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

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

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

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

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

PART 2 – General Terms and Conditions

1. Definitions

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

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

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

2. Incorporation

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

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

3. Grant Term

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

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

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

4. Authorized Signatories

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

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

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

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

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

5. Partners and Subcontractors

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

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

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

6. Assignment

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

7. Document Submission

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

8. Timeliness

Time is of the essence in this Grant Agreement.

9. Amendments and Modifications

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

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

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

10. Conditions for Beginning Work

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

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

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

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

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

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

11. Technical Assistance

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

12. Reporting Requirements

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

- e. SGC may request to verify reports through methods that include, but are not limited to: supporting documentation, site visits, conference calls or video conferencing.
- f. Grantee's failure to meet the reporting requirements on time may result in a delay in reimbursement.
- ii. Bimonthly Progress Reports:
 - a. Grantee must complete Bimonthly Progress Reports using the template attached to the Grant Agreement (Attachment D-3).
 - b. Grantee must complete Bimonthly Progress Reports for the duration of the Project Completion Period.
 - c. Bimonthly Progress Reports must correspond with the Budget and Schedule of Deliverables described in the Grant Agreement as well as the tasks outlined in the annual Detailed Budget for each Project and Transformative Plan.
 - d. Grantee must report on any deliverables submitted and submit evidence of work completed, as requested by SGC.
- iii. Annual Reports:

The following materials must be submitted on an annual basis for the duration of the Project Completion Period:

 - a. Annual Progress Report: Grantee must complete Annual Progress Reports using the template that will be provided by SGC.
 - b. Leverage Funding Report: Grantee must submit the annual Leverage Funding Report form.
 - c. Detailed Budget: Grantee must provide the annual Detailed Budget aligned with the Budget and Schedule of Deliverables in the Grant Agreement, and submit as a deliverable on an annual basis.
 - d. Equipment Inventory Record: Grantee must maintain an inventory of all equipment acquired with grant funds. See Exhibit A, Part 2, Section 29, Ownership, for further instruction regarding the equipment inventory.
 - e. Indicator Tracking Report: Grantee must report annually on the tracked indicators described in Exhibit C, Part 1, Section E.
- iv. Project Completion Reports:
 - a. Completion Report: Grantee must submit a report at the completion of each individual Project using the template provided by SGC.
 - b. Supporting Documentation: Grantee must submit any supporting documentation required to demonstrate that Projects are fully completed.
 - c. Equipment Inventory Record: Grantee must submit an inventory of all equipment acquired with grant funds at the end of the Project Completion Period using the template provided by SGC.
- v. Final Reports:

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

13. Payment Provisions

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

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

ii. Eligible costs

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

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

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

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

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

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

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

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

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

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

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

14. Bimonthly Invoicing

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

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

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

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

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

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

15. Leverage Funding

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

16. Stand-alone Leverage Projects

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

17. Work Outside the Project Area

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

18. Repayment of Funds

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

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

19. Availability of Funds

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

20. Revenue

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

21. Monitoring and Oversight

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

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

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

22. Recordkeeping

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

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

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

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

24. Audit and Record Retention

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

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

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

25. Compliance

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

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

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

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

26. Insurance

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

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

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

27. Computer Software

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

28. Personally Identifiable Information

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

29. Ownership

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

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

- c. Grantee must maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under this Grant Agreement. The inventory record should include, but is not limited to:

- (i) Grant Number
- (ii) Description of Equipment
- (iii) Manufacturer Name
- (iv) Model (if applicable)
- (v) Model Year (for vehicles only)
- (vi) Serial Number, License Number or Vehicle Identification Number
- (vii) Date Purchased
- (viii) Purchase Order Number
- (ix) Original Cost

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

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

iii. Vehicles:

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

iv. Infrastructure:

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

v. Debt Security:

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

30. Non-Performance

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

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

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

31. Disputes

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

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

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

32. Stop Work Order

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

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

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

33. Health Impacts

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

34. Termination for Convenience

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

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

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

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

35. Governing Law and Venue

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

36. Grantee Independence/Not an Agent of the State

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

37. Indemnification

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

38. Waiver

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

39. No Third-Party Beneficiaries

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

40. Force Majeure

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

41. Expatriate Corporations

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

42. Corporation Qualified to do Business in California

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

43. Self-Dealing and Arm's Length Transactions

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

44. Relocation

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

45. Americans with Disabilities Act

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

46. Non-discrimination Clause

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

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

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

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

47. Drug-Free Workplace Certification

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

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

48. Child Support Compliance Act

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

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

49. Environmental Justice

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

50. Union Organizing

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

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

51. Prevailing Wages and Labor Compliance

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

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

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

52. Publicity

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

Grantee agrees to adhere to the TCC Communications Kit provided by SGC (Attachment D-8). If Grantee is planning an event or announcement, needs sample materials, or needs assistance or advice, please contact your TCC Grant Manager.

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

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

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

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

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

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

Long version:

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

Short version:

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

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

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

EASTSIDE CLIMATE COLLABORATIVE

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

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

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

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

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

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

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

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

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

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

53. Right to Publish

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

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

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

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

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

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

54. Copyrights

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

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

55. Recycled Contents Products

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

56. Severability

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

57. Terms that Survive Grant Agreement

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

EXHIBIT B – BUDGET AND SCHEDULE OF DELIVERABLES

Total Awarded Grant Funds

The total amount awarded for this grant will not exceed nine million, eighty thousand dollars, five-hundred and ten dollars and zero cents (\$9,080,510.00).

Total Leverage Funds

The total leverage funds for this grant will equal no less than forty-seven million, one-hundred forty-four thousand and four-hundred sixty-two dollars and forty-four cents (\$47,144,462.44).

Summary Budget

TCC Project Component	Lead Entity	Grant Funds	Leverage Funds
Grantee Costs	City of Riverside	\$1,793,723.00	\$156,102.00
Project 1 - Energy for All	GRID Alternatives Inland Empire	\$1,988,000.00	\$0
Project 2 - Water-Energy Community Action Network	Santa Ana Watershed Project Authority	\$592,417.00	\$100,000.00*
Project 3 - Eastside Greening	TreePeople	\$1,139,049.00	\$245,778.00
Community Engagement Plan	Riverside Community Health Foundation	\$1,215,441.00	\$43,654.44
Displacement Avoidance Plan	Community Settlement Association	\$156,500.00	\$2,688.00
Workforce Development and Economic Opportunities Plan	County of Riverside Economic Development Agency	\$1,085,380.00	\$149,000.00
Indicator Tracking Plan	UC Riverside CE-CERT	\$1,110,000.00	\$0
Leverage Project 1 - Entrada Housing Project	Wakeland Housing and Development Corporation	\$0	\$38,559,296.00
Leverage Project 2 - Pedestrian & Bicycle Mobility Enhancements	Riverside Transit Authority	\$0	\$508,100.00
Leverage Project 3 - Vine Street Mobility Hub Expansion and Transit Connection Program	Riverside Transit Authority and Wakeland	\$0	\$7,379,844.00
TCC Project Total**		\$9,080,510.00***	\$47,144,462.44

*Leverage for project #2, Water-Energy Community Action Network, is being secured through a Memorandum of Understanding (MOU) between the Riverside Public Utilities and the Santa Ana Watershed Project Authority. The MOU will be approved at the March 2021 Board of Public Utilities meeting, with an April 2021 City Council approval request.

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3
Grant Number: SGC20106, City of Riverside

**All cost caps specified in the Round 3 TCC Guidelines and Section 13 of this Grant Agreement have been met based on the requested award amount at application (\$28,200,000). After application, three of the six proposed TCC projects were awarded through the Affordable Housing and Sustainable Communities Program (AHSC) in 2020. On June 11, 2020, the City of Riverside submitted an updated funding request letter to SGC to convert those AHSC-awarded projects into TCC leverage projects, reducing the remaining TCC funding request to \$9,080,894. SGC approved the request, and maintained the cost cap thresholds relative to the requested award amount at application. The AHSC-funded Leverage Projects #1-3 will be treated as TCC Funded Projects in their connections and obligations to the Transformative Plans and Indicator Tracking Plan that will evaluate both the TCC and AHSC investments in East Riverside.

***After Department of Finance review, the total available amount has been reduced from \$9,080,894.00 to \$9,080,510.00. This was due to Control Section 15.14 of the 2019 Budget Act (AB 74) and the rounding method used in the final appropriation.

Budget and Schedule of Deliverables for Grantee

Grantee Costs				
Description: Grantee will conduct all administration activities associated with this grant, including executing subrecipient agreements, submitting bimonthly invoices and progress reports to SGC, completing all required annual and project completion reporting, updating the project website, and creating project marketing media materials. A Technical Assistance consultant will also be hired to help with project monitoring and compliance set-up within the first year of the grant.				
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
Task 1: Grant Administration				
A: Prepare and route Subrecipient Agreements for signature and execution	A: Executed Subrecipient Agreements	Grant Execution	\$1,470,296.51	\$15,819.49
B: Prepare and approve Grant Administration Timesheets	B: TCC Grant City staff timesheets	Grant Term		
C: Prepare and submit Annual Reports after reviewing	C: 1) Annual progress report 2) Leverage funding report 3) Detailed budgets 4) Equipment inventory record	Grant Execution - 2025		
D: Prepare and submit bimonthly Progress Reports using subrecipient's progress reports, including reporting on any readiness and compliance requirements fulfilled during the invoicing period	D: Bimonthly progress reports	Grant Term		
E: Prepare and submit CARB and Indicator Tracking Reports	E: Annual CARB and Indicator Tracking Reports	Grant Term		
F: Prepare and update tracking performance outcomes	F: 1) Inputs to support calculations of GHG reductions (Quantifiable Projects only) 2) Co-benefit indicators 3) Project outcome information 4) Employment benefits and outcomes	Grant Term		
G: Project Completion Reports	G: Project Completion Reports provided at the close out of each project	2025		

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3
Grant Number: SGC20106, City of Riverside

H: Review subrecipient's invoices and back up documentation and process subrecipient's request for payments. Bimonthly invoices to be submitted to SGC.	H: Bimonthly invoices	Grant Term	\$0	\$140,282.51
I: Consultant to provide Technical Assistance	<p>I: 1) Project Monitoring</p> <ul style="list-style-type: none"> a. Assist City staff with the development of tracking database for project budgets, progress and indicator tracking plans b. Assist City staff with bi-monthly and yearly reports; ensuring accuracy and timely submittal <p>2) Protocols and Compliance</p> <ul style="list-style-type: none"> a. Assist City staff with a roadmap of special conditions and compliance tracks b. Coordinate submittal compliance for the solar program c. Ensure reporting compliance with State and other organizations such as California Air Resource Board d. Create project close out process for partners and City staff e. Ensure publicity and media consistency and compliance f. Set up file management system and protocols in compliance with SGC Administration Procedures <p>3) Final Report</p> <ul style="list-style-type: none"> a. Provide a final report to evaluate the success of technical assistance 	Grant Execution - 2025	\$140,000.00	\$0

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3
 Grant Number: SGC20106, City of Riverside

J: Update City's grant website to include project updates and grant reports	J: Updated grant website	Grant Execution - 2025	\$182,030.29	\$0
K: Create grant marketing materials and social media messaging	K: 1) Major marketing materials 2) Summary of social media campaigns and outreach 3) Publicity materials (announcements, photos from key events)	Grant Execution - 2025		
Equipment (entire project)	Project Coordinator Laptop	Project Completion Period	\$1,396.20	\$0
Grantee Total			\$1,793,723.00	\$156,102.00

Budget and Schedule of Deliverables for Funded Projects

Project # and Name: 1 - Energy for All		Strategy: Solar Installation and Energy Efficiency		
Lead Entity: GRID Alternatives Inland Empire				
Project Description: GRID Alternatives Inland Empire's Energy for All program will install a total 410kW of solar on 100 homes for low-income, single-family homeowners within the TCC Project Area (average system size of 4.1kW per home, \$4.85/W).				
Operations and Maintenance Plan: GRID staff will lead the Operations and Maintenance Plan. The ongoing operations and maintenance (O&M) costs will be covered by applicable equipment warranties and paid out of the revenue received from project funding through CSD as detailed in the project budget. The O&M contract will include: Contractor Workmanship Warranty (for 10 years), Manufacturer Warranties and Guarantees, and Preventive Maintenance Design. GRID and Anza Electric Coop will provide annual preventive maintenance, including monitoring system calibrations, performance verification and monitoring, system monitoring, and corrective maintenance as needed. GRID and Anza Electric Coop shall provide an annual report during first 3 years of operation and bi-annually through agreement period, detailing the state of the plant. The report shall include photos, system maintenance and performance results. The report shall outline the annual plant uptime, and shall account for and describe in detail any corrective actions taken as well as estimated lost production due to downtime. The report shall also outline any corrective measures not covered by the equipment warranties or installation warranty.				
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
Task 1: Install 410 kW-dc of solar on 100 low-income, single-family homes within the TCC Project Area				
A: Conduct outreach in the Project Area and qualify low-income homeowners based on program eligibility	A: Summary of outreach efforts and qualification of 100 low-income homeowners	Grant Execution - 2024	\$1,988,000.00	\$0
B: Conduct site visits, design systems, and obtain permits	B: 1) Summary of site visits for 100 homes 2) Assess specific home needs and usage and create unique solar design 3) Complete solar site plans, design, structural electrical, and site safety plan			

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	4) Summary of approved solar permits			
C: Complete client contracts, interconnection applications, and other paperwork as applicable	C: 1) Executed client contracts 2) Summary of City inspections for 100 homes 3) Obtain Permission to Operate for 100 homes			
D: Install solar systems with interns, community volunteers, and job trainees	D: 1) 30 interns hired for solar installation paid positions through grant term 2) Estimated 100-200 community volunteers involved with installations 3) 30-40 job trainees involved with installations 3) Install 100 systems 4) System turn on for 100 households			
E: Post installation follow-up	E: 1) Summary of post installation visits 2) Provide operation and maintenance training materials and warranties to 100 homeowners 3) Schedule additional follow-ups with homeowners, as needed			
Project Partner has been approved for a rate of \$4.85 per watt of completed installations. The rate includes outreach personnel, installation labor, installation tasks and supplies, and solar installation equipment.				
			Project Total	\$1,988,000.00
				\$0

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Project # and Name: 2 - Water-Energy Community Action Network		Strategy: Water Efficiency		
Lead Entity: The Santa Ana Watershed Project Authority				
Project Description: The Santa Ana Watershed Project Authority, a regional water agency, will acquire the services of a consultant to remove and replace approximately 100,000 square feet of grass with water-wise landscaping. The properties targeted for the project, the Water Energy Community Action Network (WECAN), will be single family residential homes (approximately 100 homes). Outreach to residents in the Project Area will be coordinated with Riverside Public Utilities (RPU) and the Eastside Climate Collaborative (ECC) outreach initiatives.				
Operations & Maintenance Plan: The maintenance of installed landscapes will primarily be the responsibility of the homeowner, who will be trained on drought-tolerant landscape maintenance and will sign a Participant Agreement committing to keeping the newly installed landscape for a minimum of five (5) years. The landscape contractor will also provide two follow-up visits approximately 30 days and 90 days after the installation.				
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
Task 1: Project Management				
A: Procure and execute contracts with consultant(s)	A: 1) Final notice of bid selection 2) Contract including budget and schedule with contractor for turf removal	Grant Execution - 2024	\$24,515.50	\$0
B: Invoice/Reporting - Compile invoices and report work completed to Riverside	B: Invoices and reports that include summaries of work completed			
C: Data Collection	C: Data Reports that summarize energy and water saving benefits from turf removal and landscape installation			
Task 2: Customer Outreach and Landscape Improvements				
A: Outreach to residents in the Project Area, in coordination with RPU and the ECC outreach initiatives	A: Summary of outreach activities to residents in the Project Area (e.g. billing inserts, community events, targeted emails)	Grant Execution - 2024	\$520,500.00	\$100,000.00

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B: Remove 100,00 square feet of turf, install drought tolerant landscapes, and modify irrigation at approximately 100 single-family homes	B: 1) Consultant invoices 2) Photo documentation of completed work 3) Summary of services provided (e.g. address, # of sq. ft removed)			
C: Provide maintenance training to all customers who receive a landscape installation	C: 1) Final training materials 2) Summary of participant agreements			
Lead Entity Indirect Costs	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement.	Project Completion Period	\$47,401.50	\$0
		Project Total	\$592,417.00	\$100,000.00

Project # and Name: 3 - Eastside Greening		Strategy: Urban Greening and Green Infrastructure		
Lead Entity: TreePeople				
Project Description: The project will engage community members in planting and caring for 1,000 street trees, and will distribute and support planting of an additional 500 residential shade trees and 500 residential fruit trees.				
Operations & Maintenance Plan: Prior to the end of the grant term, TreePeople will provide to the City detailed recommendations covering tasks and schedule for care of project street trees, including watering quantity and frequency, mulching and berm building, stake and tie adjustment and removal, and structural pruning. The City of Riverside will be responsible for ongoing O&M of street trees after the grant term. Prior to the end of the grant term, TreePeople will provide to residents who have received a tree for planting at their home detailed recommendations covering tasks and schedule for care of these trees with the same information listed above. Residents will be responsible for ongoing O&M of residential trees after the grant term, in keeping with the "pledge form" that they will be required to sign prior to receiving a tree.				
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
Task 1: Readiness				
A: Coordinate with City of Riverside regarding CEQA NOE and street tree permitting	A: 1) CEQA Notice of Exemption 2) Street tree planting permits	Grant Execution - December 2021	\$3,860.00	\$0
B: Finalize project tree palette in consultation with the City and informed by site walks of prioritized project planting locations.	B: Project tree palette approved by City and Regional Urban Forester			
C: Complete Project Map and Project Designs	C: 1) Project map 2) Project designs			
Task 2: Planning and Management				
A: Coordinate with partners and funders regarding project planning and implementation, task scheduling, budget management and invoicing	A: Bimonthly meeting summaries (date/time/location, number of attendees, summary of outcomes)	Project Completion Period	\$76,920.00	\$0
B: Develop site specific tree planting work plans	B: City approval of site specific planting work plans			
Task 3: Community Engagement				

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<p>A: Plan, promote and execute a project “kick-off event” or series of virtual events with the City and partners to facilitate community input regarding tree planting plans. Community input will be solicited through poster boards on which community members can indicate planting plan preferences.</p>	<p>A: 1) Report analyzing community input 2) 3 public events and 6 community meetings to be held over the grant term 3) Event/meeting summaries (date/time/location, number of attendees, summary of outcomes) 4) Event/meeting materials (curriculum, handouts) 5) Publicity materials (announcements, photos from key events)</p>	<p>Grant Execution - 2023</p>	<p>\$260,720.00</p>	<p>\$0</p>
<p>B: Conduct comprehensive community engagement to inform residents of street tree plantings, recruit volunteers to participate in community tree planting and care events, and support residents to establish and care for trees on their properties</p>	<p>B: 1) Community engagement work plan, including targeted outreach strategies 2) Educational materials 3) Reports of community and stakeholder engagement 4) Reports analyzing community input for incorporation 5) Reports on opt out results (adjacent residents not interested in tree plantings)</p>			
<p>Task 4: Tree Planting</p>				
<p>A: Evaluate available stock from area nurseries to ensure tree health, obtain bids and create a schedule for deliveries as dictated by site specific work plans</p>	<p>A: Narrative of tree stock assessment and orders (2000 trees plus 100 replacement or additional trees)</p>	<p>Grant Execution - 2023</p>	<p>\$322,154.00</p>	<p>\$94,530.00</p>

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<p>B: Hold volunteer events to plant trees</p>	<p>B: 1) 50 volunteer tree planting events to plant 1,000 15-gallon street trees (3 events per month between the months of October - May) 2) Event summaries (date/time/location, number of attendees, summary of outcomes) 3) Event Materials (curriculum, handouts as relevant) 4) Event publicity materials (announcements, photos from key events) 5) Reports that document planting locations and species</p>			
<p>Task 5: Tree Distribution</p>				
<p>A: Trees and tree care information distribution. Residents will be provided with guidance on proper tree placement using Google satellite imagery to reference parcel specifics.</p>	<p>A: 1) 500 five-gallon shade trees distributed through 25 community events 2) 500 five-gallon fruit trees distributed through 5 community events 3) Handouts with details on recommended tree care activities and watering schedule 4) Completed "pledge form" from residents to plant and care for the tree, including parcel characteristics and planting locations 5) Event summaries (date/time/location, number of attendees, summary of outcomes) 6) Event materials (curriculum, handouts) 7) Publicity materials (announcements, photos from key events)</p>	<p>Grant Execution - 2023</p>	<p>\$62,011.09</p>	<p>\$0</p>
<p>Task 6: Tree Care</p>				

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A: Hold tree care volunteer events	A: 1) Hold 80 three-hour tree care events (attended on average by 20 volunteers). Initially, events to be held 3 times a month between June - September and once per month between October - April. Once tree planting has concluded, tree care events to be held 4 times a month June-September and twice per month October - May. 2) Event summaries (date/time/location, number of attendees, summary of outcomes) 3) Event materials (curriculum, handouts) 4) Event publicity materials (announcements, photos from key events) 5) Narrative reports of tree care activities	2022 - End of Project Completion Period	\$277,554.00	\$151,248.00
B: Perform regular tree care as necessary (e.g. spreading mulch, rebuilding berms, pruning, re-staking and tying trees as well as watering from a water truck)	B: Narrative reports of tree care activities			
Task 7: Tracking and Reporting				
A: Metrics reporting and tracking location and species of all street trees and residential trees utilizing Davey TreeKeeper management software	A: 1) Final report highlighting project metrics 2) Regular GHG calculations as needed	Project Completion Period	\$12,800.00	\$0
Task 8: Administration				
A: Invoicing and reporting to the state	A: Bimonthly progress reports and invoicing	Project Completion Period	\$14,880.00	\$0

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Equipment (entire project)	Tablet (2) Laptop (2)	Project Completion Period	\$4,600.00	\$0
Lead Entity Indirect Costs	Indirect Costs (10%)	Project Completion Period	\$103,549.91	\$0
		Project Total	\$1,139,049.00	\$245,778.00

Budget and Schedule of Deliverables for Transformative Plans

Community Engagement Plan		Lead Entity: Riverside Community Health Foundation (RCHF)		
Plan Description: The Community Engagement Plan (CEP) utilizes several strategies and activities to ensure the success for community engagement. RCHF will establish a Community Engagement Workgroup made up of all Project Leads, a Collaborative Stakeholder Structure (CSS) including Partners and community members, and will implement a community evaluation plan utilizing Community Outreach Workers and Promotoras (community members trained in healthcare issues to help educate and engage the community). Evaluation methods will include at least 32 focus groups, 40 community conversations, pre- and post-ECC survey questionnaires, and one-on-one interviews with residents. RCHF will also host four Resident Leadership Academy (RLA) cohorts to provide residents with training on topics related to climate change, public health, and civic engagement, culminating in resident-led community improvement projects in support of Eastside Climate Collaborative goals.				
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
Task 1: Establish and Maintain Community Engagement Workgroup Infrastructure				
A: Finalize and implement Community Engagement Workgroup Framework and Guidance Document	A: Final Community Engagement Workgroup Framework and Guidance Document	Subtask A: Grant Execution - 2022	\$197,608.66	\$ 13,300.00
B: Establish and convene TCC community engagement workgroup	B: 1) Detailed outreach plan within first quarter 2) For all workgroup meetings: a) Meeting Summary (date/time/location, number of attendees, summary of outcomes) b) Final Meeting Materials (handouts, presentations)	Subtasks B-D: Project Completion Period		
C: Host 10 meetings annually with each TCC Project and Plan Leads to coordinate community engagement and feedback	C: For 10 meetings per year with each Project Lead: Meeting Summary (date/time/location, number of attendees, summary of outcomes)			

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D: Meet with community groups to discuss TCC projects at least 6 times per year, including HEAL Zone Collaborative, Residents of Eastside Active in Leadership, Eastside Partnership, Latino Network Board, Coalition Black Health and Wellness	D: For at least 6 meetings per year with community groups (24 total): a) Meeting Summary (date/time/location, number of attendees, summary of outcomes); b) Final Meeting Materials (handouts)			
Task 2: Community Data Gathering and Analysis				
A: Establish evaluation plan for grant implementation	A: 1) Evaluation Plan that includes the involvement of Community Outreach Workers and Promotoras for grant implementation; 2) Report on Evaluation Plan to Leadership Council	Subtasks A-B: Grant Execution - 2022 Subtasks C-E: Project Completion Period	\$ 99,833.54	\$0
B: Develop information gathering and analysis tools	B: Summary of tools developed, including focus group guides, community conversation guides, and survey questionnaires			
C: Implement evaluation plan and begin recruitment for focus groups, surveys and community conversations	C: Summary of recruitment outcomes			
D: Host at least 32 focus groups and 40 community conversations	D: For at least 32 focus groups and 40 community conversations: 1) Meeting Summary (date/time/location, number of attendees) 2) Final Meeting Materials (curriculum, handouts) 3) Publicity materials (meeting announcements, photos from key events)			

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	4) Summary of Focus Group and Community Conversations data			
E: In partnership with UCR-CERT, compile and analyze collected data and provide annual reports	E: Annual reports (4 total) on the results of pre/post community questionnaires, community conversations and focus groups			
Task 3: Community Training and Empowerment				
A: Develop plan to engage youth and resident leaders in community-based climate research and education	A: 1) Community-Based Research Training and Climate Education Plan 2) For each community training: a) Meeting Summary (date/time/location, number of attendees) b) Final Meeting Materials (curriculum, handouts) c) Publicity materials (meeting announcements, photos from key events)	Project Completion Period	\$165,998.14	\$ 30,354.44
B: Recruit participants for TCC Resident Leadership Academies (RLA)	B: Summary of recruitment outcomes			
C: Implement four (4) Resident Leadership Academies to train residents on topics related to public health, climate change, and civic engagement	C: For each of the four (4), 12-week Resident Leadership Academies: 1) Summary of participants (60-100) 2) Curriculum (presentations, handouts, assignments) 3) Publicity materials (photos from key events, meeting/event announcements)			

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D: Facilitate support for at least four (4) resident community improvement projects	D: For at least four (4) resident community improvement projects: 1) Report on project and outcomes 2) Publicity materials (photos from key events, meeting/event announcements)			
Task 4: Information and Data Sharing				
A: Assist in developing community outreach tools to be utilized by TCC Partners	A: Demonstration of completed community outreach tools for partners, including but not limited to: websites, fact sheets, and public presentations regarding progress	Project Completion Period	\$201,133.54	\$0
B: Host four (4) community symposiums following each RLA cohort to showcase RLA project plans and TCC progress	B: For four (4) RLA community symposiums: 1) Symposium Summary (date/time/location, number of attendees) 2) Final Meeting Materials (curriculum, handouts) 3) Publicity materials (meeting announcements, photos from key events)			
C: Lead community updates for local stakeholder groups and at Leadership Council meetings	C: For each community update meeting: 1) Meeting Summary (date/time/location, number of attendees) 2) Final Meeting Materials (curriculum, handouts) 3) Publicity materials (meeting announcements, photos from key events)			
Task 5: Support Community Sub-Project Development (RLA Projects)				

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A: Create resource guides for RLA graduates to support identified TCC Project needs	A: RLA Resource Guides	Project Completion Period	\$80,000.00	\$0
B: Invite TCC Project Leads to present during RLA trainings	B: For each Project Lead presentation: 1) Session Summary (date/time/location, number of attendees) 2) Presentation Materials (curriculum, handouts) 3) Publicity materials (meeting announcements, photos from key events)			
C: Provide ongoing technical assistance for RLA projects	C: 1) Summary of technical assistance provided to RLA projects and outcomes			
Task 6: Performance Period Evaluation				
A: Recruit for and hold the final focus groups and community conversations once all projects are completed (focus on satisfaction and sustainability).	A: For at least 4 focus groups and 6 community conversations: 1) Recruitment outcomes 2) Meeting Summary (date/time/location, number of attendees) 3) Final Meeting Materials (curriculum, handouts) 4) Publicity materials (meeting announcements, photos from key events) 5) Summary of Focus Group and Community Conversations data	Performance Period	\$157,367.12	\$0

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B: In partnership with UCR-CERT, compile and analyze collected data and provide the final annual report	B: Annual Reporting			
C: Create final report and outcomes page on the ClearPoint Strategy Management System portal	C: Interactive page within the Strategy Management System portal			
Lead Entity Indirect Costs	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement.	Performance Period	\$ 113,500.00	\$0
Plan Total			\$1,215,441.00	\$43,654.44

Displacement Avoidance Plan		Lead Entity: Community Settlement Association (CSA)		
<p>Plan Description: Community Settlement Association (CSA) will be the lead partner for displacement avoidance during the grant implementation. CSA's plan will consist of four tasks that include: Community Outreach and Education, Monitoring Affordable Housing Preservation and Production, Business Stabilization Monitoring, and Community Redress Assistance.</p> <p>CSA will host quarterly town hall meetings with local residents and subject matter experts to address displacement issues. CSA will partner with the City and community-based organizations to provide forums for community resource education and feedback. Additionally, CSA will host Business Owners Start-Up Series (B.O.S.S.) workshops twice a year. Finally, CSA will assist local residents in the completion of applications, forms, and letters to the appropriate agencies for any displacement-related grievances that may arise in the Project Area. CSA will also provide document translation in Spanish for those in need of this service.</p>				
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
Task 1: Community Outreach and Education				
A: Conduct outreach and engagement on the displacement concerns of local residents and businesses with subject matter experts.	A: For Sixteen (16) community meetings: 1) Final Meeting Materials (curriculum, handouts) 2) Publicity Materials (announcements, photos from key events)	Grant Execution - 2025	\$83,206.96	\$2,688.00

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<p>B: Host educational workshops in which subject area experts will share information on accessing State, County and Federal Housing resources.</p>	<p>B: For Eight (8) Educational Workshops: 1) Workshop Summary (date/time/number of attendees/summary of outcomes) 2) Final Workshop Materials (curriculum, handouts) 3) Publicity Materials (announcements, photos from key events)</p>			
<p>C: Produce Bi-Monthly and Annual reports on direct/indirect housing displacement. Reports will include changes to rental and real estate markets.</p>	<p>C: Executed Bi-Monthly and Annual Reports</p>			
<p>D: Host educational workshops with subject matter experts that include resources for small businesses.</p>	<p>D: For Eight (8) Educational Workshops: 1) Workshop Summary (date/time/number of attendees/summary of outcomes) 2) Final Workshop Materials (curriculum, handouts) 3) Publicity Materials (announcements, photos from key events)</p>			
<p>E: Host Business Owner Startup Series (BOSS) to encourage development of small business.</p>	<p>E: For eight (8) BOSS series: 1) Summary of Course (Class registration lists and attendance sheets, date/time of courses) 2) Course Curriculum 3) Publicity Materials</p>			

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Task 2: Affordable Housing Preservation and Production				
A. Prepare Bi-Monthly and Annual reports on direct/indirect housing displacement as per grant requirements.	A: Executed Bi-Monthly and Annual Housing Reports	Grant Execution – 2025	\$18,598.32	\$0
B: Monitor and report direct and indirect housing displacement and present findings at Quarterly Town Hall meetings.	A: 1) Present updates on the Rent Stabilization Ordinance, HOME Anti-Displacement Policy, Rent Stabilization Ordinance, City Housing Element, and the Density Bonus Ordinance at Town Hall meetings. 2) Gather feedback from the community to present to the City.			
Task 3: Business Stabilization Monitoring				
A. Prepare Bi-Monthly and Annual reports on direct/indirect small business displacement as per grant requirements.	A: Executed Bi-Monthly and Annual Small Business Reports	Grant Execution - 2025	\$18,598.32	\$0
B: Monitor and report direct and indirect small business displacement and present findings at Quarterly Town Hall meetings.	B: 1) Present updates on the City's Economic Development Action Plan, RED Team Small Business Program, and the Small Business Development Center Training Program. 2) Gather feedback from the community to present to the City.			
Task 4: Community Redress Assistance				
A: Develop a Grievance Assistance Form for use by stakeholders to address any housing or business displacement issues.	A: Executed Grievance Assistance Form	Grant Execution - 2025	\$19,796.40	\$0
B: Assist local residents and businesses to complete any forms necessary for submission to the appropriate agencies.	B: 1) Summary of displacement avoidance services provided to ~200-300 local residents annually 2) Summary of displacement avoidance services provided to ~16 local businesses annually			

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C: Prepare Bi-Monthly and Annual reports listing any displacement issues and measures being taken to remedy these issues as per grant requirements.	C: Executed Bi-Monthly and Annual Reports			
Equipment (entire project)	Portable Projector (1) Portable Screen (1) Laptop Computer (1)	Project Completion Period	\$ 1,500.00	\$0
Lead Entity Indirect Costs	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement.	Project Completion Period	\$14,800.00	\$0
Plan Total			\$156,500.00	\$2,688.00

Workforce Development and Economic Opportunities Plan	Lead Entity: County of Riverside Economic Development Agency
<p>Plan Description: The Workforce Development Plan includes five (5) trainings designed to lead residents into industry recognized career pathways. The trainings are as follows: GRID Alternatives (Solar Installation) trainees will receive a Basics Installation Training certificate; Building Industry Association (San Bernardino Community College) trainees will earn a certificate in construction aligned with local industry partners; Multicraft Core Curriculum (MC3) trainees will earn a pre-apprentice certificate into the construction trade and will have the opportunity to enter into 21 different apprenticeship programs; Next-Generation Farmer training (UCR-Extension) trainees will earn a certificate in sustainable agriculture; and On the Job training-trainees will be connected into GHG reduction sectors where they will learn high-level transferable skills that will result in permanent employment. These trainings were also designed to coincide with GHG reduction initiatives through Title 24 in the construction field, creating a local sustainable food supply, and connecting residents to jobs that focus specifically on GHG reduction. This plan will serve 248 residents, of which at least 80% will be from the project area.</p>	
<p>Project Reimbursement Conditions: The Lead Entity must submit a revised work plan and budget for the proposed training programs that did not meet the WDEOP criteria during the Post-Award Consultation process - Task 7: UC Riverside Extension Next Generation Farmer Training. This requirement has been built into the plan as Task 1: Workforce Training Program Development, to be completed in the first quarter of the grant. The proposed budgets have been retained for Task 7, though no reimbursement will be approved until SGC approves the revised training proposal and this Budget and Schedule of Deliverables has been updated through an executed Amendment.</p>	

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Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
Task 1: Workforce Training Program Development				
A: Lead Entity and Partners coordinate to develop and submit a revised work plan and budget to include job placement plans for the UC Riverside Extension Next Generation Farming program	A: Plan to further develop employer partnerships and career pathways for each training program: 1) Updated Work Plan and Budget proposals 2) Plan for high-quality career pathways and permanent job placements for completers of the Next Generation Farmer Training Program	Grant Execution - June 2021	\$0.00	\$0.00
Task 2: Coordination and Community Outreach				
A: Coordinate Workforce Development and Economic Opportunities (WDEOP) Plan with the ECC Community Engagement Workgroup	A: 1) Summary of coordination meetings (date/times/location, attendees, summary of outcomes) 2) Summary of coordinated outreach and recruitment activities	Project Completion Period	\$2,630.00	\$0.00
B: Conduct at least two (2) recruiting events per year within the Project Area to implement the Community Benefit Agreement (CBA) for Entrada Housing Project	B: Summary of two (2) hiring events per year (8 total), including date/time/location, number of attendees, summary of outcomes			

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Task 3: Implement GRID Alternatives Energy Efficiency Training Program				
A: Recruit and Screen Eligible Participants from the Eastside Climate Collaborative Area	A: 1) Summary of recruitment activities (including description of coordination with ECC Partners, recruitment activities/events, summary of outcomes) 2) Publicity Materials (announcements, flyers, etc.) 3) List of 10 trainees hired per year, for three (3) years (30 total)	Project Completion Period	\$156,744.00	\$9,000.00
B: Engage employers to develop job placement opportunities for training cohorts	B: Summary of employer engagement activities at least one month prior to the beginning of each training cohort			
C: GRID Training Program	C: 1) Summary of Installation Basics Training training curriculum provided, trainee completion rates (target of 80%), and completed credentials 2) Summary of trainee progress (trainee names, training installations attended/date/time, # of hours completed/remaining for completion of IBT certificate)			
D: Job Placement	D: Demonstration of high-quality job placements for 24 trainees			
F: Career Support Services for trainees for six (6) months after employment	F: Summary of support services provided to program completers for at least 6 months after the training ends			
Task 4: Implement MC3 Training: Pre-Apprenticeship to Building Trades				

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A: Recruit two (2) MC3 curriculum approved instructors	A: Summary of two (2) MC3 Curriculum-approved instructors (names, summary of qualifications)	Subtask A: 2021 Subtasks B-E: Project Completion Period	\$92,066.00	\$0
B: Recruit TCC participants and determine eligibility	B: 1) Summary of recruitment activities (including description of coordination with ECC Partners, recruitment activities/events, summary of outcomes) 2) Publicity Materials (announcements, flyers, etc.) 3) List of 30 students recruited per year, for three (3) years (90 total)			
C: Implement MC3 Course for four (4) cohorts	C: Summary of training curriculum provided, trainee completion rates (target of 90%), and completed credentials			
D: Coordinate with the Building and Trades Council the fast-tracking of MC3 graduates into an apprenticeship program	D: Summary of 65 trainee placements into apprenticeship program			
E: Career Support Services for six (6) months after placement	E: Summary of support services provided to program completers			
Task 5: Implement Building Industry Association (BIA) Training in Construction				
A: Develop plan to place trainees in high-quality, permanent employment upon completion	A: Updated plan to support job placement of all trainees upon completion	Subtask A: June 2021 Subtasks B-F: Project Completion Period	\$495,228.00	\$0
B: Engage employers to develop job placement opportunities for training cohorts	B: Summary of employer engagement activities and demonstration of employer commitments to interview trainees			

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C: Recruit Participants from the Eastside Climate Collaborative Area	C: 1) Summary of recruitment activities (including description of coordination with ECC Partners, recruitment activities/events, summary of outcomes) 2) Publicity Materials (announcements, flyers, etc.) 3) List of 24 trainees hired per year, for three (3) years (72 total)			
D: BIA Course Training	D: Summary of training curriculum provided, trainee completion rates (target of 90%), and completed credentials			
E: Job Placement	E: Demonstration of high-quality job placements for 52 trainees			
F: Career Support Services for trainees for one (1) year after employment	F: Summary of career support services provided to program completers			
Task 6: Provide On the Job Training Services to Eastside Climate Collaborative Residents and Businesses				
A: Conduct outreach to develop pipeline of businesses in greenhouse gas reducing sectors, including 30 businesses in the first quarter and ongoing outreach throughout the grant term	B: 1) Summary of outreach activities and outcomes to at least 30 businesses in first quarter 2) Annual summary of employer partnerships and placement positions developed	Project Completion Period	\$149,865.00	\$140,000
B: Provide career services to TCC project area residents	B: Summary of services provided (number of residents served; types of support provided, including resumes, mock interview, Performance Reports for Employment)			

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C: Develop and implement individual On the Job Training plans with trainees and employers	C: Summary of On the Job Training provided to 35 residents, trainee outcomes (target of 90% completion), and individualized career plans			
D: Career Support Services for trainees for six (6) months after the On the Job training program ends	D: Summary of support services provided to program completers			
Task 7: UC Riverside Extension Next Gen Farming Certification				
A: Implement UC Riverside Extension Next Generation Farming training program	A: This program is pending approval by SGC. Once approved, the program Tasks and Deliverables will be expanded upon in Amendment #1.	Pending Approval	\$188,847.00	\$0
Lead Entity Indirect Costs	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement.		\$0.00	\$0
Plan Total			\$1,085,380.00	\$149,000.00

Indicator Tracking Plan		Lead Entity: City of Riverside and UCR CE-CERT		
<p>Plan Description: The Evaluation Technical Assistance Provider, UC Riverside - College of Engineering, Center for Environmental Research & Technology (CE-CERT), will support the Eastside Climate Collaborative TCC Project to fulfill the Data and Indicator Tracking and Reporting requirements by providing a program evaluation framework for the entire TCC Project. In collaboration with the Riverside Community Health Foundation (RCHF), CE-CERT will collect quantitative and qualitative data on the TCC Project, and additionally provide Grantees and Partners with technical assistance on data collection (data indicators for quantifying environmental, health, economic, and community benefits of the projects) in order to produce annual California Air Resources Board (CARB) and project findings reports. They will also support TCC communications by coordinating the production of two narrative profiles per year, for inclusion in forums such as the CARB and SGC Annual Reports. The City of Riverside will also coordinate the Indicator Tracking Plan with the Partners and the Evaluation Technical Assistance Provider.</p>				
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
ITP 1: Grantee Indicator Tracking Plan				
Task 1: Grantee and Partner Indicator Tracking			\$ 399,600.00	\$0
A: Determine budget allocation for ITP1 based on the indicator tracking needs of Grantee and Partners	A: Summary of indicator tracking and reporting budget allocation for Grantee and Partners	September 30 of each year and throughout the grant term		
B: Provide Indicator Reports to Evaluation Technical Assistance Provider	B: Annual Indicator Reports with: 1. Data Indicators 2. Jobs Reporting			
C: Provide Evaluation Data and Information to Evaluation Technical Assistance Provider	C: Participation in Evaluation Surveys, Interviews, Focus Groups, Information Requests			
Lead Entity Indirect Costs	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement.	Grant Term	\$ 44,400.00	\$0
ITP 1 Subtotal			\$ 444,000.00	\$0
ITP 2: Evaluation Technical Assistance Provider Scope of Work				

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3
 Grant Number: SGC20106, City of Riverside

Task 1: Site-Specific Evaluation Plan			\$ 605,687.70	\$0
A: Update Site-Specific Evaluation Plan (evaluation methodology, logic models, control site identification)	A: Eastside Climate Collaborative Evaluation Plan	Draft Evaluation Plan due May 31, 2021; Final Evaluation Plan due June 30, 2021		
B: Create Indicator Tracking Plan	B. Indicator Tracking Plan	Draft due with Evaluation Plan on May 31, 2021; Final due June 30, 2021		
Task 2: Technical Assistance				
A: Create Data Collection Tools for Grantees and Partners	A: Data Collection Tools	May 31, 2021 and throughout the grant term		
B: Assist Grantee and Partners with Data Collection for Indicator Tracking and Reporting	B: Evaluation Technical Assistance to Grantee and Partners			
Task 3: California Air Resources Board Reporting				
A: Compile Indicator Data	A: Raw Data Collection	November 15 of each year throughout the grant term		

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3
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B: Use CARB quantification methodologies to calculate GHG Emissions Reductions and Community Co-Benefits, as needed. Updated reporting is needed for changes to GHGs and tracked jobs and household-level data (solar, energy, and water efficiency projects).	B: CARB Reporting Templates	May 15, 2021, and November 15 of each year throughout the grant term		
Task 4: Annual Reports				
A: Collect and Aggregate Data (Baseline Data; Secondary Data; Primary Data: Indicators, Surveys, Interviews, Focus Groups, etc.)	A: Documentation of Methods	December 15 of each year		
B: Write Annual Findings Report	B: Annual Reports (Years 1-5)	Draft Annual Report: January 15 of each year; Final Annual Report: March 15 of each year throughout the grant term		
C: Present Annual Findings	C: Annual Presentation of Findings (Years 1-5)	April 15 of each year throughout the grant term		
Task 5: Process Evaluations				
A: Collect Output Data from Grantees	A: Annual Process Evaluation Memo (Years 1-5)	May 15 of each year throughout the grant term		
B: Conduct Surveys, Interviews, Focus Groups with TCC Stakeholders				
C: Interview TCC Program Staff				

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3
Grant Number: SGC20106, City of Riverside

D: Observe TCC Meetings				
E: Write Annual Process Evaluation of TCC Program				
Task 6: TCC Communications				
A: Develop Project/People Profiles highlighting work to communicate with the public and stakeholders. Coordinate Profile Selections with TCC Program and SGC Communications staff prior to development	A: Narrative Profiles (2 per year), each including: 1. Brief copy (400 words) 2. Quotes (1-2) 3. High-resolution photos (2-3)	November 30 and March 31 of each year during the grant term		
Lead Entity Indirect Costs	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement.	Grant Term	\$ 60,312.30	\$0
ITP 2 Subtotal			\$ 666,000.00	\$0
Plan Total			\$ 1,110,000.00	\$0

Budget and Schedule of Deliverables for Stand-alone Leverage Projects

Leverage Project # and Name	Lead Entity	Description	Timeline	Leverage Funds
L1 - Entrada Housing Project	Wakeland Housing and Development Corporation	The project will create 64 affordable housing units that will be reserved for families between 60% of the Area Median Income to 30% of the Area Median Income, and one manager's unit will be included. Eight (8) units will be reserved for use as Permanent Supportive Housing for persons earning at -or -below 30% of the Area Median Income and who require supportive services.	Grant Award - 2025	\$38,559,296.00
L2 - Pedestrian & Bicycle Mobility Enhancements	Riverside Transit Authority	This project will construct 3-4 additional bus bays at the Vine Street Mobility hub to increase transit interconnectivity for Project Area residents.	Grant Award - 2025	\$508,100.00
L3 - Vine Street Mobility Hub Expansion and Transit Connection Program	Riverside Transit Authority and Wakeland	As a part of this project, over 6,600 monthly bus passes will be distributed and there will be bus rider education workshops for residents of the Entrada Project and Target Area residents to facilitate use of alternative transportation. There will be 4 quarterly workshops per year, and more will be provided as needed. Entrada management staff will also be trained to help riders figure out their mobility needs on an ongoing basis.	Grant Award - 2025	\$7,379,844.00
Leverage Projects Total				\$46,447,240.00

EXHIBIT C – SPECIAL TERMS AND CONDITIONS

PART 1 – Transformative Requirements

A. Community Engagement

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

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

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

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

B. Displacement Avoidance

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

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

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

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

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

C. Workforce Development and Economic Opportunities

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

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

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

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

D. Climate Adaptation and Resiliency

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

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

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

E. Indicator Tracking and Reporting Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

Part 2 – Project-Specific Terms and Conditions

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

A. Active Transportation

Design Specifications

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

Training and Educational Projects

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

B. Transit and Rail Access

Transit Capital Projects

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

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

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

Zero-Emission Vehicle Projects

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

C. Car Sharing and Mobility Enhancement

Vehicle and Equipment Specifications

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

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

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

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

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

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

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

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

Program Requirements

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

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

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

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

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

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

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

D. Solar Installation and Energy Efficiency

Single-Family Residences

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

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

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

Multi-Family Residences

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

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

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

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

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

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

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

Deferral Policy for both Single- and Multi-Family Residences

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

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

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

- i. Lead Entity must make a good faith effort to provide verbal and written notifications and instructions on the end-of-life options to the property owner. Lead Entity and third-party ownership (TPO) subcontractors shall not automatically renew the solar installation agreement or charge automatic payments to homeowners until this good faith effort to notify property owners has been completed according to the timeline below:
 - a. Lead Entity must notify the property owner using at least two forms of communication: email, telephone, and/or a written letter. Lead Entity must complete all notification at least 60 calendar days prior to the end of the solar installation agreement which provides and allows for free repairs, insurance, and warranties during a specific agreement term (e.g., 20 to 25 years), at the end of which the ownership turns over to the TPO entity.
 - b. If the property owner does not respond to Lead Entity within 30 calendar days, Lead Entity must attempt to notify the property owner in person. Lead Entity must make a minimum of two attempts of in-person notification.
 - c. If after Lead Entity has taken all of the above-required actions and the property owner has not responded or is unable to be found or contacted, the property owner's solar agreement shall be automatically renewed in accordance with the original solar installation agreement, and the property owner shall be charged on a monthly basis for use and maintenance of the solar panels installed by the Lead Entity its home.
- ii. Property owners must include the solar installation agreement terms in the real estate transfer disclosure statement in the event of a change in ownership.

E. Water Efficiency

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

Water-Energy Projects

- i. All installed water efficiency measures must be replacements of inefficient appliances, eligible per these Guidelines, and certified EnergyStar or equivalent as applicable.
- ii. Household income eligibility must be established at either 80 percent of the Area Median Income (AMI), or 80 percent of the State Median Income (SMI), whichever results in a higher allowable maximum income.

Turf Replacement Projects

- i. Converted landscapes may only include low water use, drought-tolerant, or California native plants. The Water Use Classification of Landscape Species list (<https://ucanr.edu/sites/WUCOLS/>) or local plant lists may be used to make this selection.
 - a. The foregoing notwithstanding, converted landscape may also include food-producing trees (excluding palms), shrubs, vines, and perennial plants.
 - b. At least one tree, existing or new, must be incorporated into the converted landscape.
 - c. Live or synthetic turfgrass is not allowed in the converted landscape
 - d. Plants listed on the California Invasive Plant Council inventory at time of landscape conversion may not be installed.
- ii. Irrigation systems must be water efficient and may be either drip irrigation, micro-spray irrigation, or hand watering.
- iii. Exposed soil surfaces must be covered with mulch. Mulch includes organic material, rock, or decomposed granite. Decomposed granite must be limited to 25% or less of the surface area.
- iv. Hardscape and permeability requirements:
 - a. Impervious decks or patios are not allowed as part of the converted landscape.
 - b. Structures such as outbuildings or sheds are not allowed as part of the footage of the converted landscape.
 - c. Paving stones, pavers, and brick patios are permitted, but must be filled with loose sand. No concrete or impermeable grouting may be used to affix the pavers in place.

F. Urban Greening and Green Infrastructure

Urban Greening

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

- i. The Regional Urban Forester must approve the species list and map of tree planting area prior to beginning work.
- ii. Any tree planting within the project must adhere to the CAL FIRE Guideline Specifications for Selecting, Planting, and Early Care of Young Trees (“CAL FIRE”), available at [http://calfire.ca.gov/resource_mgt/downloads/CALFIRE Nursery Standards and Specs11_12.pdf](http://calfire.ca.gov/resource_mgt/downloads/CALFIRE_Nursery_Standards_and_Specs11_12.pdf). Trees requiring replacement per CAL FIRE must be made at the Lead Entity’s cost.
- iii. If the project includes habitat restoration or landscaping, the plant palette must exclude the use of invasive plants listed in the California Invasive Plants Inventory, available at <http://cal-ipc.org/plants/inventory>, and include native, low-water, drought-resistant, and climate appropriate vegetation.
- iv. If the project includes landscaping, project shall be consistent, as applicable, with the Department of Water Resources’ Model Water Efficient Landscape Ordinance (California Code of Regulations, Title 23. Waters, Division 2. Department of Water Resources, Chapter 2.7), available at <https://water.ca.gov/LegacyFiles/wateruseefficiency/docs/MWEL09-10-09.pdf>
- v. Lead Entity must conduct due diligence to adhere to best management practices for:
 - a. Researching any proposed site’s history and potential range of contaminants (e.g. lead or other heavy metals) and/or other hazards present;
 - b. Determining any potential risk to human health based on potential range of contaminants and/or other hazards present;
 - c. Determining appropriate methods for site testing, clean-up, and exposure-management, as applicable; and
 - d. Providing documentation of public education regarding potential range of contaminants and/or other hazards present on site, and methods employed to minimize public exposure.
- vi. The planting location of trees and vegetation must be strategically selected to avoid removal due to any planned future construction.
- vii. Projects may not use neonicotinoid-treated seeds or plantings, neonicotinoid pesticides, or synthetic fertilizer. Organic fertilizers (e.g. compost, manure) may be used.
- viii. Projects may not include root barriers, decorative tree grates, or decorative tree guards.
- ix. Project may not include inefficient irrigation valves, pumps, sprinkler control timers, or over costly and elaborate irrigation systems.
- x. Projects that require tree removal or replacement must result in a net positive number of trees. Only the net number of trees may be quantified for GHG emission reduction quantification.
- xi. If trees funded by this grant are removed for any reason, they must be replaced at the Lead Entity’s cost in such a way that is consistent with this agreement.

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

Green Infrastructure

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

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

G. Health and Well-Being

Food Access

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

- i. Lead Entity must conduct project site due diligence to adhere to best management practices for:
 - a. Researching any proposed site's history and potential range of contaminants (e.g. lead or other heavy metals) and/or other hazards present;
 - b. Determining any potential risk to human health based on potential range of contaminants and/or other hazards present;
 - c. Determining appropriate methods for site testing, clean-up, and exposure-management, as applicable; and
 - d. Providing documentation of public education regarding potential range of contaminants and/or other hazards present on site, and methods employed to minimize public exposure.
 - e. For additional resources, refer to the University of California, Agriculture and Natural Resources Urban Agriculture website: https://ucanr.edu/sites/UrbanAg/Production/Soils/Soil_Contaminants_and_Soil_Testing/
- ii. Projects may not use neonicotinoid-treated seeds or plantings, neonicotinoid pesticides, or synthetic fertilizer. Organic pesticides, pest management, and fertilizers (e.g. compost, manure) may be used.
- iii. Lead Entity must develop a clear site management protocol that includes, but is not limited to:

- a. A statement of purpose and description of the site
 - b. A map of garden plots and green space
 - c. Management structure and decision-making processes
 - d. Process for determining the use of the site such as, but not limited to:
 - (i) Identifying and selecting participants for garden plots and equitably distributing plots when demand is greater than supply.
 - (ii) Length of participation for garden participants
 - (iii) Reservation of community space for classes or gatherings
 - e. Code of conduct and general rules
 - f. Procedures if participants are not in compliance with code of conduct and/or general rules
- iv. Management protocol must be made accessible to the public in multiple formats (e.g. online, electronic copies, paper copies, etc.) and languages, as requested by the community.
 - v. Project must include an on-site sign that includes hours of operation and contact information, in addition to other signage requirements consistent with Section 52. Publicity.
 - vi. Project must ensure food purchased, provided, or made available is healthy. This includes increasing access to fresh, healthy, locally sourced fruit and vegetables, as well as other healthy products.
 - vii. Project must develop nutrition standards in their programming, which includes but is not limited to the following activities:
 - a. Assessing the environment in relation to nutrition standards and/or client impact.
 - b. Implementing nutrition standards in programming (in the form of new or strengthened policy and/or system changes) for food and beverages served, sold, or distributed in a variety of settings including meals, snacks, vending, distribution, nutrition assistance, or other sales. The guidelines should support balanced eating patterns and healthy body weight, address California SNAP-Ed Goals, and be consistent with the Dietary Guidelines for Americans.

Parks, Open Space, and Recreation Access

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

- i. The Regional Urban Forester must approve the species list and map of tree planting area prior to beginning work.
- ii. Any tree planting within the project must adhere to the CAL FIRE Guideline Specifications for Selecting, Planting, and Early Care of Young Trees (“CAL FIRE”), available at http://calfire.ca.gov/resource_mgmt/downloads/CALFIRE_Nursery_Standards_and_Spe

cs11_12.pdf. Trees requiring replacement per CAL FIRE must be made at the Lead Entity's cost.

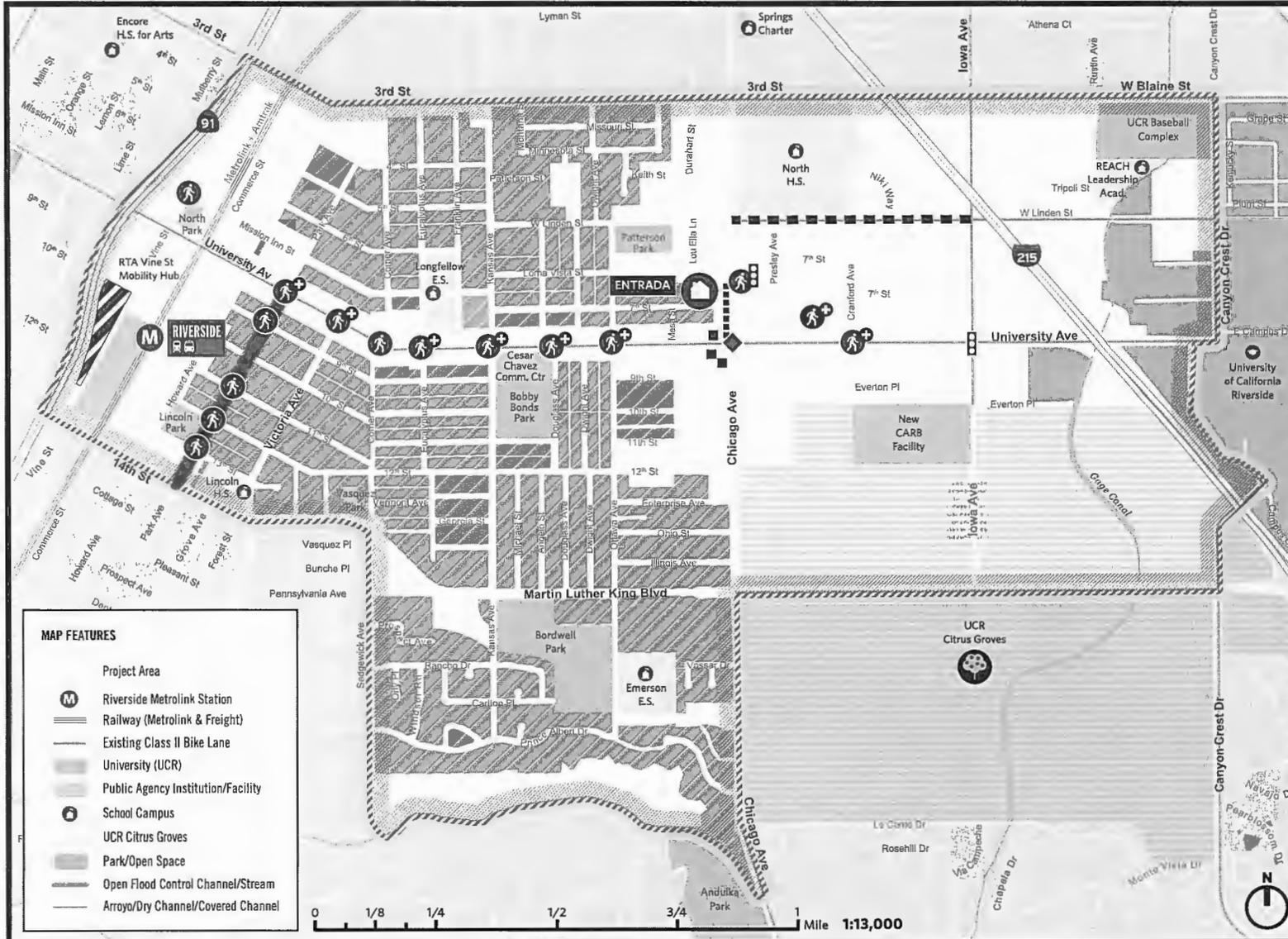
- iii. If the project includes habitat restoration or landscaping, the plant palette must exclude the use of invasive plants listed in the California Invasive Plants Inventory, available at <http://cal-ipc.org/plants/inventory>, and include native, low-water, drought-resistant, and climate appropriate vegetation.
- iv. If the project includes landscaping, project shall be consistent, as applicable, with the Department of Water Resources' Model Water Efficient Landscape Ordinance (California Code of Regulations, Title 23. Waters, Division 2. Department of Water Resources, Chapter 2.7), available at <https://water.ca.gov/LegacyFiles/wateruseefficiency/docs/MWEL009-10-09.pdf>
- v. The planting location of trees and vegetation must be strategically selected to avoid removal due to any planned future construction.
- vi. Projects may not use neonicotinoid-treated seeds or plantings, neonicotinoid pesticides, or synthetic fertilizer. Organic fertilizers (e.g. compost, manure) may be used.
- vii. Projects may not include root barriers, decorative tree grates, or decorative tree guards.
- viii. Project may not include inefficient irrigation valves, pumps, sprinkler control timers, or over costly and elaborate irrigation systems.
- ix. Projects that require tree removal or replacement must result in a net positive number of trees. Only the net number of trees may be quantified for GHG emission reduction quantification.
- x. If trees funded by this grant are removed for any reason, they must be replaced at the Lead Entity's cost in such a way that is consistent with this agreement.
- xi. Lead Entity must provide care for all trees and plants (including replacement) during an establishment period of a minimum of three (3) years after planting.
- xii. Lead Entity must prepare and submit to SGC a long-term maintenance plan for all trees and plants for a minimum of five (5) years after project completion.

EXHIBIT D – Attachments

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Attachment D-1: TCC Project Area Map

EASTSIDE CLIMATE COLLABORATIVE



TCC FUNDED PROJECTS (PROJECT WIDE)

Solar Installation & Energy Efficiency

- Project 1 – Energy for All (ERID)
 - All Single-family Parcels Eligible
 - 100 Installations

Water Efficiency

- Project 2 – Water-Energy Comm. Action Network (wecan) (SAWPA)
 - All Single-family Parcels Eligible
 - 100,000 sq ft of installations

Urban Greening and Green Infrastructure

- Project 3 – Eastside Greening (Tree People) (Project Area-wide)
 - 1,000 street trees, 500 shade trees, 500 fruit trees

Transformative Plans (Project-Area Wide)

- Community Engagement Plan (CEP)
- Displacement Avoidance Plan (DAP)
- Workforce Development Plan (WOP)

AHSC LEVERAGE FUNDED PROJECTS

Affordable Housing/Sustainable Communities

- Leverage Project 1 – Entrada Housing Project (WHDC)
 - 65 units

Active Transportation & Mobility Enhancements

Leverage Project 2 – Ped & Bike Mobility Enhancements (Riverside PW)

- Improvements to Chicago/University Intersection (inc. ped. timing improvements, scramble xwalk)
- Park Ave People Street
 - Lighting, murals, parklets, curb ramps, sw repairs
- Linden St Class IV Cool Pavement Protected Bike Lane
- Upgrade to High-Vis Continental Crosswalk
- Upgrade to High-Vis Continental Crosswalk and add Accessible Pedestrian Signal Buttons
- New Pedestrian Signal at Chicago & 7th St

Transit and Rail Access

- Leverage Project 3 – Vine St Mobility Hub Expansion (RTA)
 - paired with transit passes
- Entrada Solar Arcade
- Improved Bus Bays
- Advanced Signal Detection @ University/Iowa

Attachment D-2: Transformative Plan Summary

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

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

Community Engagement Plan (CEP)

I. Plan Overview

The primary goal of the community engagement plan is to increase stakeholder awareness of and participation in the Eastside Climate Collaborative projects. Eastside neighborhood residents have been empowered in a way that gives them a voice in the planning, implementation, and evaluation of neighborhood projects. This will continue and expand throughout the implementation of the TCC initiative. The Riverside Community Health Foundation (RCHF) will solidify and maintain a community engagement workgroup infrastructure that is inclusive of residents, community organizations, and project leads from each ECC project. This group will be instrumental not only engaging stakeholders in project development and implementation, but also in sharing the outcomes with the community. This includes focus groups, survey, and leadership council participation. Residents are the primary stakeholders in this initiative and will assist in leading the way to climate change success. The Healthy Eating, Active Living Resident Leadership Academy empowerment tool has been successful in this community and has been expanded to include a climate change component. The community engagement plan details the activities, processes, engagement methods, and timelines to ensure true community engagement is achieved.

II. CEP Summary

The community engagement plan utilizes several strategies and activities to ensure the success for community engagement. With this being a 4-year project, there is an opportunity to demonstrate long-term outcome in all areas of the project: Entrada Affordable Housing Project, Pedestrian and Bike Mobility Improvements Active Transportation Project, Vine Street Mobility Hub Expansion, Transit and Rail Access Project, Grid Alternatives Solar Installation Project, Xeriscape Water Efficiency Project, Street Tree Planting Project, Shade Tree Planting Project and Urban Farm Tract Garden Plot Project. Project partners are responsible for receiving resident feedback and translating into action steps, while working with residents to make their visions reality. Many of the partners have supported the needs of community members for many years. Since the beginning of the application process, residents have been at the forefront of what has shaped the projects included in the Eastside Climate Collaborative. The Eastside residents are the experts of their community and their history with community change extends for years.

The community engagement methods will include at least 32 focus groups and 40 community conversations, as well as one-on-one interviews, questionnaires, symposiums and leadership training to engage stakeholders and community members.

The decision-making process is integrated into the community engagement workgroup infrastructure and includes representation from all project leads. The community conversations are vital in making sure resident concerns are brought to the community engagement team and ultimately to the project leads. Concerns will be discussed and resolved in community engagement meetings as well as collaborative meetings. All information will be tracked by the community engagement lead and reported in the strategy management system.

RCHF has over 20 years of experience developing and maintaining stakeholder groups and leading health-focused coalitions and collaboratives focusing on partner agencies, residents and the community at large throughout Riverside and Jurupa Valley. RCHF has sought to respond to community needs, filling in gaps of service and resource coordination, minimize duplication of services and maximize resources to improve the health of our community working together with residents and partner agencies. RCHF has invited Health Assessment and Research for Communities (HARC, Inc.) to partner on this project to design the evaluation and assist with community engagement. HARC, Inc. is a nonprofit research and evaluation organization with the main office located in Palm Desert – however, the lead staff for this project resides in the Inland Empire (quite close to the city of Riverside). HARC staff have decades of experience conducting research and evaluation and are well-equipped to design the community engagement-based evaluation for this project and thoughtfully engage members of the community.

RCHF plans to ensure engagement of hard-to-reach populations by integrating the Promotoras / Community Health Worker Model. This model has been successfully utilized by RCHF for many years in reaching under resourced and underreached populations. The model has particularly been effective for RCHF in that community residents are employed and/or contracted to assist with community engagement and outreach, as a part of the organization's health improvement strategy. This will be the case for the TCC project. The members of the leadership council who are also a part of the community engagement workgroup will assist in ensuring that the public is informed of progress. The promotoras, community health workers, and RLA graduates will assist in this process as well.

As part of the community engagement plan RCHF is partnering with HARC and UCR-CERT to promote data collection and outcomes distribution. RCHF has identified the ClearPoint Strategy Management that will be used to track grant progress and deliverables. The management system also allows for a public display of grant progress. Measures will be integrated that allow the public to share complaints or concerns online or at any virtual or in-person meeting. The City of Riverside also has a dedicated website that is designed for information sharing. Complaints and comments will be reviewed at monthly community engagement workgroup meetings as a standing agenda item. Recommendations from this workgroup will be will presents at the leadership council meetings for additional recommendations and action.

III. Collaborative Stakeholder Structure

The overall Collaborative Stakeholder Structure is multifaceted. As stated on the partner MOU, the Leadership Council shall consist of sixteen (16) seats. Each of the ten (10) Parties to this Partnership Agreement shall designate one individual to represent that Party on the Leadership Council. Additionally, five (5) seats shall be " Community Seats", filled by individuals or organizations who reside or do business in the Project Area, and one (1) seat shall be a " Youth Seat", filled by an individual or organization from the Project Area representative of the youth demographic. Individuals for these seats will be referred by all project partners, vetted by community members and approved by the City of Riverside staff. In addition to the community engagement workgroup there are four hubs: Sustainable Housing, Urban Greening, Active Transportation, and Low Carbon Transportation that will serve as sub committees to the leadership council.

(Note: A CSS diagram will be developed and provided during the first quarter of the grant term. The CSS Diagram will be inserted here in the first grant agreement amendment.)

IV. Brief History of Proposal Development

The following activities were employed to inform community stakeholders and solicit input:

- Establishing of the website www.riversideca.gov.eastside explaining the TCC grant while also capturing potential projects from residents.
- Collecting surveys soliciting input regarding potential projects.
- The Eastside HEAL Zone Collaborative Meetings included discussions on climate change impact and the TCC grant.
- Outreach to existing community groups: In the Residents of Eastside Active in Leadership, RCHF staff presented about climate change impact. The group received monthly updates and helped reach out to more residents.
- Flyers (bundles of 50) explaining the TCC grant and input submission were distributed among business in the Eastside. Twenty-one business were approached but 14 business accepted.
- Door-to-door canvassing was utilized by RCHF and city staff within a 2-mile radius around Cesar Chavez Community Center. Residents were invited to the Green N' Clean Event. Three RCHF staff and one city staff distributed 300 flyers among 300 homes.
- A workshop, the Green N' Clean TCC Event, was held on October 29, 2019 from 6:00pm-8:00pm. Project leads shared project information with residents who then voted for their preferred project.

The following were activities used to engage community stakeholders in the proposal development:

- The established website was updated with proposed resident projects.
- A workshop, the "Final Presentation Event, was hosted on November 14, 2019. Project leads presented on projects and community questions and feedback was collected.

Residents and stakeholders were engaged in the decision-making process by addressing concerns and providing feedback on projects and proposing projects. This process addressed the needs and concerns of the residents, which was used to develop the proposal.

TCC participants were composed of 20 residents and 15 stakeholders that were regularly engaged in the process. Twelve community meetings were hosted, and the Eastside HEAL Zone Collaborative served as the advisory body when developing planning and outreach meetings.

Displacement Avoidance Plan (DAP)

I. Plan Overview

Community Settlement Association (CSA) will be the lead partner for displacement avoidance during the implementation of the Transformative Climate Communities Grant. CSA's plan will consist of four tasks that include: Community Outreach and Education, Monitoring Affordable Housing Preservation and Production, Business Stabilization Monitoring, and Community Redress Assistance. CSA will host quarterly town hall meetings with local residents and various subject matter experts to address displacement issues that may arise from the implementation of this grant. CSA will partner with the City, Inland Empire Small Business Development, Fair Housing Council of Riverside County, and local community-based organizations to provide forums for community resource education and feedback.

CSA will work closely with RCHF's community engagement efforts and other ECC partners to coordinate and sustain awareness of the project and inform the residents on how to voice their opinions on the project. CSA will also work with the City with the ongoing implementation of the RED Team Small Business Plan and the Small Business Development Center Training Program that impact the grant target area. Additionally, CSA will host Business Owners Start-Up Series (B.O.S.S.) workshops twice a year. Finally, CSA will assist local residents in the completion of applications, forms, and letters to the appropriate agencies for any displacement-related grievances that may arise in the Project Area. CSA will also provide document translation in Spanish for those in need of this service.

II. Resident DAP Summary

- Displacement Vulnerability - Riverside's Eastside Neighborhood is a lower income community that has experienced upward pressure in housing costs over the last decade attributable to growth at neighboring UC Riverside, warehousing project growth in adjacent cities, and upward pressure in the overall local real estate market. These upward growth pressures have made a community that was a traditional supplier of lower income housing increasingly unaffordable to local residents.
- Programs and policies to address vulnerability and fill the gap – The City has an ongoing Rent Stabilization Ordinance in place to help maintain rents at an affordable level and a Home Anti-Displacement Policy in place that is scheduled to be renewed in 2023. The City also has a Density Bonus Ordinance that has recently been renewed and is scheduled to be redrafted and updated in Q1 of 2022. Accessory Dwelling Unit legislation was approved by the city in 2020 and will be renewed in Q1 of 2022. Lastly, the City of Riverside has a Uniform Relocation Act in place to ensure relocation for households that may be displaced as a result of TCC Grant activities. CSA will conduct community awareness for any new housing policies created by the City. The information gathered from community members will be presented to and discussed with not only the City but the TCC collaborative - especially in addressing any need for new policies.

- Implementation Plan – The Eastside Climate Collaborative is committed to a comprehensive outreach approach to this project. As a partner in this collaborative CSA will host quarterly town hall meetings with local residents and various subject matter experts to address displacement issues in the Project Area. CSA will work closely with outreach efforts from RCHF’s Eastside Heal Zone meetings and annual Eastside Glow Up events as well as other ECC partner events. CSA will be present at many of our partners’ community outreach meetings to create awareness of CSA’s anti-displacement efforts and to provide additional opportunities for community feedback. Educational workshops on affordable housing will be held at least twice a year for the duration of the grant cycle. All townhall meetings will be live-streamed and the recordings made available on CSA’s website. The website will also act as a portal for additional community feedback. Lastly, CSA will provide free childcare at each meeting.

CSA will work closely with the City to monitor and report to the community on efforts to preserve and prevent the displacement of affordable housing units by actively monitoring the number of affordable housing units in the area. Data for the local rental rates and housing prices will be available on the CSA website. CSA will make available additional data on housing trends based on community feedback from the townhall meetings and/or the website portal.

CSA will host free housing workshops to be held twice/year. CSA will partner with the City to notify all households in the target area of workshop dates, times, and location via inserts in their utilities bill. Lastly, CSA, will produce seminars on tenants’ rights and fair housing law that are specific to the TCC target area. In partnership with The Fair Housing Council of Riverside County, CSA will conduct community outreach and one-on-one tenant support on an as-needed basis.

III. Small Business DAP Summary

- Displacement Vulnerability - Riverside’s Eastside community has approximately 400 businesses with about 2,896 employees. This gives the Project Area an employee/resident population ratio of 16 per 100 residents. The main types of businesses include retail trade (23.9%), services-based (40.7%), and other miscellaneous service businesses (24.9%). According to the U.S. Small Business Administration data small businesses in the grant target area have similar rates of failure as the state and national average. Possible factors contributing to small business failure rates include COVID-19 operating restrictions, lack of capital, lack of knowledge in specialized markets, lack of knowledge of legal structures that regulate small businesses, poor bookkeeping, and poor business planning. With the exception of COVID-19 restrictions, these factors tend to be present in many low income communities.
- Programs and policies to address vulnerability – Many small business owners may not be aware of local resources available to them. In order to help business owners avoid some of the factors that lead to business failure, CSA will work closely with the City’s Riverside Economic Development (RED) team as they implement a targeted

outreach program and one-on-one consultations to increase awareness of the RED Team resources available to local small businesses. CSA will continue to assist local residents to navigate the process of starting their own small business through our partnership with Inland Empire SBDC. CSA will offer \$1,000 stipends for up to 3 local residents each year to attend the Business Owners Start-Up Series workshops hosted twice a year. Potential entrepreneurs learn business planning and operations, legal structures, basic marketing concepts, and financial projections necessary to becoming small business owners.

The Small Business Development Center, Small Business Alliance, the Greater Riverside Chambers of Commerce, the Small Business Development Center, the University of California Riverside, and local small business organizations have partnered to help small businesses that are at risk of failing. This 'alliance' has created a 'Reaction Team' to work with small businesses to explore options that could be available to keep the businesses in place. These include micro-lending sources, staff training, accounting help, and assistance with marketing. In addition, the City is currently developing a Purchase Resolution Policy for City contracts that would require hiring locally if the business is receiving financial assistance from the City. Lastly, the information gathered from community members will be presented to and discussed with the City and the TCC collaborative in the event there arises a need to develop new small business development policies.

- Implementation Plan Summary - CSA will create awareness of the various city programs listed above through the townhall meetings and the CSA website. Pursuant to the City's Economic Development Policy, CSA will work closely with the City on the ongoing implementation of the RED Team Small Business Plan and the Small Business Development Center Training Program that impact the grant target area.

CSA will work closely with the City and with local small business owners to assist in the redress of grievances and/or general displacement risks/issues in the target area. CSA will assist local small business owners in the completion of applications, forms, and letters to the appropriate agencies. CSA will also provide document translation in Spanish for those in need of this service. Small business owners will also receive invitations to attend the quarterly townhall meetings to learn about the availability of small business resources and opportunities. Lastly, CSA will report small business ownership data on our website and provide a feedback opportunity for small business owners to submit possible issues and/or grievances.

Workforce Development and Economic Opportunities Plan

I. Plan Overview

The Workforce Development and Economic Opportunities Plan (WDEOP) was developed in careful consideration of community input in the Eastside Community. The plan will be implemented by Riverside County Workforce Development in partnership with the Eastside Climate Collaborative stakeholders. The plan will connect 248 residents to training and job opportunities in five different career pathways that lead to industry recognized certificates and employment opportunities where residents will earn a livable wage and receive benefits. The plan will target residents that are low-income and that have high barriers that limit economic prosperity. Each resident will be connected to an experienced Career Counselor that will address common barriers to employment, including but not limited to transportation, housing, childcare and basic needs. Career Counselors will maintain a long-term relationship with residents to ensure their success in upward mobility. The plan also has an extensive business engagement component designed to create additional job opportunities in years to come. Workforce Development business solutions consultants will work with employers in and near the project area to expand, upskill existing employees and job seekers in an effort to create additional jobs. The plan also provides residents the opportunity to venture into entrepreneurial opportunities and become business owners.

II. Plan Summary

The Eastside Community is located in an area with a high poverty rate of 39.01% compared to the overall poverty rate of the County of 14.31%. The community is also unique given that the median age is 23 years and 15% of the adult residents lack a high school diploma. The challenges of the community interface with lack of access to education and access to wrap-around services. The workforce development plan set forth will give residents training options and access to employment opportunities as well as connect residents to wrap-around services in order to obtain a livable wage with benefits.

The programs selected under the plan provide residents with the opportunities to take industry led training opportunities where they will obtain certifications and related job placements or apprenticeships that lead to long term career pathways. These training opportunities include:

- GRID Alternatives (Solar Installation)- Thirty residents will earn a stipend while working on the job and will earn an Installation Basics Training Certificate. This certificate opens the doors for residents to work for solar installation companies, and trainees can further their skills and obtain a certificate with the North American Board of Certified Energy Practitioners which allow them to focus on solar design. Both certificates are recognized by solar companies nation-wide. This is a career pathway that reduces GHG's by installing solar in residential neighborhoods. GRID Alternatives strives for an 80% completion rate of training. Of the 80% (24 trainees) that complete the training the target is to place 100% into permanent employment. GRID Alternatives has a pipeline of employers to place trainees into permanent employment and plans have been implemented to further develop employer pipelines one month prior to the start of each training cohort. Trainees will receive supportive services that will include check-in meetings during the training as well as the execution of a case management plan. After a trainee is placed into permanent employment Riverside County Workforce Development staff will check-in with the trainee for 6 months to ensure that the trainee has successfully remained employed.

- San Bernardino Community College District (Building Industry Association Residential Construction Trades certificate). This certificate is led by the Building Industry Association and thirty of their member developers to meet the need of the increase of over 5,000 jobs in this region. Once residents obtain the certificate, they will earn a minimum of \$18 an hour and in their second year of employment can earn \$50,000 a year. This also opens the door to specialized career pathways in the construction field where residents can further their education and become certified in construction management. The targeted completion rate for the training is 90% (65 students) and the targeted placement rate into permanent employment is 80% (52 students). Once students obtain their certificate, they will have the opportunity to interview with 30 developer partners. Students will receive support from Riverside County Workforce Development to ensure they have the necessary means to complete the training and will receive regular weekly check-ins from staff. Students will be assigned to Riverside County Workforce Development staff until they receive permanent full-time employment and will receive follow-up services for one-year following placement into permanent employment.
- Multi-Craft Core Curriculum (Pre-Apprenticeship into the building trades). This program introduces 90 residents into building trade apprenticeships. Residents will receive exposure to over twenty-one different apprenticeships. Once an apprentice completes the apprenticeship program, they will have the potential to earn an income that is more than double the livable wage for Riverside County. The last four cohorts that have completed this program in the region have completed with a 90% success rate. It is also targeted that of the 90% (81 students) that 80% (65 students) will be placed into an apprenticeship program. Riverside County Workforce Development staff will follow-up with students weekly to ensure that they remain in the program. Riverside County Workforce Development staff will also work with each student after the MC3 certificate has been obtained for assistance with applying for each apprenticeship program.
- Next Generation Farmer Certificate (UCR Extension)- Twenty-four Residents that complete this course will earn a certificate in sustainable agriculture. This program is part of a pipeline of career development activities that will result in opportunities with regional farmers and lead residents into sectors that include food production and processing, landscape, horticulture/nursery and greenhouse operations. This program is also being articulated into an entrepreneurship certificate program. UCR Extension strives to meet a minimum of an 80% success rate for completion. Therefore, 19 students will complete the training and it is further targeted that 100% of the students that complete the training will be placed into permanent employment. Riverside County Workforce Development staff will follow-up with students monthly while they are in training to ensure that they are successfully completing the courses. Students will also be assigned to Riverside County Workforce Development staff until they obtain permanent full-time employment.
 - i. Note: Funding for the Next Generation Farmer training program is contingent on an updated job placement plan, approved by SGC, by June 2021.
- On the Job Training. This program directly places 35 residents into permanent employment where they will immediately earn income and obtain benefits. Residents will be placed in On-the-Job training in places of employment that offer

training skills that are transferable and have a clear path for advancement. The industries that will be focused on are industries that are in high demand and that also reduce GHG's. These industries include: zero emission and low-carbon vehicle maintenance companies; digital sector; automation for the purposes of producing less waste; businesses that measure and analyze GHG emissions; businesses that upgrade existing facilities to energy efficient. A set career plan will be defined prior to placing residents in the On-the-Job training program. The career plan will also ensure that residents are earning above a livable wage as well as a wage that allows them to not be rent burdened. This program will also focus on working with businesses that are in and near the project area in an effort to grow these businesses and create additional jobs. It is a target that 90%, or 32 residents will complete their On the Job training. Once the On the Job training is completed Riverside County Workforce Development staff will follow-up with residents monthly for six months to ensure that they are still employed and remaining on-track with their career plan.

In order to recruit residents Riverside County Workforce Development will coordinate and implement two recruiting events per year within the community. The recruiting events will be strategically planned with the City to ensure that they take place at events where large gatherings are anticipated (ex. Community Meetings, events at Bobby Bonds Park). In addition to the recruiting events, Workforce Development will work with the Eastside Climate Collaborative stakeholder group and local agencies to ensure that the hardest to serve residents reap the benefits of the workforce development plan. These agencies include: Department of Probation, Housing Authority, Department of Public Social Services, Adult Education and Charter Schools and owners of affordable housing projects located within the community.

To address barriers, residents that partake in the workforce development plan will be assigned a seasoned career counselor. The counselors are trained and are experts in resources that provide wrap-around services. Barriers that will be addressed include but are not limited to residents that do not have a GED, English as a second language, residents that need to be connected to mental health services, clients experiencing homeless, lack of transportation and residents that are justice involved. Relationships with workforce development and organizations that address these barriers have already been established. Career Counselors will address these barriers with our partners organizations while simultaneously addressing their employment and educational needs.

Climate Adaptation and Resiliency Plan (CARP)

I. Plan Overview

The TCC Project's CARP integrates affordable housing, efficient transportation, community greening, and local renewable energy generation to achieve the program goals. Potential projects were carefully assessed on the positive impact on the residential quality of life and local economic development. Each project directly benefits designated disadvantaged communities in multiple ways over the long-term. The projects will reduce 30,401 MTCO_{2e} GHG emissions annually and are projected to reduce VMT by over 36 million miles. Equally important are the significant reductions in criteria pollutants and air toxics (Total PM_{2.5} emissions reduced by 1,907 lbs.; Total NO_x emissions reduced by 10,138 lbs.). The criteria pollutant emission reductions will provide critically needed relief for these non-attainment communities over the long-term. The combined effects of these and other benefits will help improve public health, quality of life and overall climate resiliency of the project area. The proposed projects create nodal development with the impacts of increased efficiencies between residential and transit development, and by strengthening the linkages between housing and urban environments to increase connectivity and walkability for local residents. The complementary efficiencies and linkages between the proposed projects will improve the resiliency of the communities and help them flourish in the face of climate change.

II. CARP Summary

Climate Vulnerability: risks and exposures in the Project Area and their impacts on vulnerable populations and the built environment

The primary concern is increased incidents of extreme heat days, and its disproportional effect on vulnerable members of the city community. The inland climate of Riverside is expected to see a four-fold increase in the number of days over 95 degrees. Riverside is located within the South Coast Air District, which is a severe non-attainment area for criteria air pollutants. Based on CalEnviroScreen 3.0 data, the City's TCC Project Area scores a 99% in terms of population burden related to air pollution, including a 98% burden related to Ozone and a 93% burden related to PM 2.5. Increased extreme heat days will worsen the local air quality including higher occurrence of heavy smog. This will lead to negative health outcomes, and increased demand for energy and water. Other expected impacts include increased drought periods and flashier precipitation events. Regionally the increased threat of wildfire and the impacts of sea level rise will have secondary impacts on Riverside, as power is transmitted through areas subject to wildfire, and water is in-part sourced from the Sacramento-Bay Delta, which is at threat from sea level rise. The Project Area is in the lowest 35th percentile statewide for tree canopy coverage per the Healthy Places Index.

The Project Area is a designated SB 535 Disadvantaged Community. The TCC Grant project area suffers from an increased exposure of its residents to higher levels of pollution caused by local freeways and regional air quality problems. Compared to surrounding areas, the TCC Project Area suffers from a 95% increased risk of high pollution exposure. Pollution indicators are particularly detrimental to local populations, leading to higher rates of asthma (71% emergency room visits due to asthma) and heart disease. Increased pollution is linked to breathing and developmental issues among young children and has the potential to create "heat wells". In turn higher energy consumption will greatly impact low-income household costs.

Water and energy provisioning are both likely to become less reliable, and therefore more expensive for the end user. The impact of extreme heat will be felt by energy generation and transmission infrastructure. Drought will burden both water supply provisioning and sanitation, which is burdened by lower flows with higher concentrations. Energy demand is expected to

increase as increased heat demands more air conditioning, and water demand for high-water landscapes will increase with higher temperatures and increased evapotranspiration.

Adaptation Measures in TCC Project: measures to address risks of vulnerable populations and to increase resiliency of proposed infrastructure projects

TCC funded projects: The Eastside Greening project adds 2,000 trees and will emphasize conservation while providing shade to reduce neighborhood temperatures and improve air quality. The Water-Efficiency project will reduce irrigation needs by replacing grass with native and drought-tolerant plants that match the surrounding natural landscapes, thereby reducing overall water demand, and potentially reducing the costs for homeowners. The Energy for All Solar project will create a reliable and local source of energy for low-income homes that is less dependent on transmission infrastructure and reduces the City's net GHG emissions, while reducing household energy costs.

Leverage funded projects: The Entrada Project will tackle climate risks by creating affordable housing in a high cost market that ensures residents live closer to their work and school while driving less and relying more on adjacent mass transit options. The integrated urban environment makes services for residents much more readily available through walking or biking and thus reducing the use of fuels and related air pollution. The Vine Street Mobility Hub expansion improves the community's ability to walk and/or use public transportation, thus reducing fuel consumption, traffic and congestion.

The TCC funded projects create nodal development with the impacts of increased efficiencies between residential and transit development, and by strengthening the related linkages between housing and urban environments to increase connectivity and walkability for local residents. The complementary efficiencies and linkages between the proposed projects will improve the resiliency of the communities and help them flourish in the face of climate change. Solar and greening projects were chosen not only for end impacts on cleaner air and energy dependence, but also because the teaching function of both projects empower the local workforce and lead to economically healthier communities. The leverage funded projects, such as the transit projects were chosen because they save fuel, add and encourage transit options and, and contribute to a greater quality of life. Affordable Housing linked with high-quality transit was chosen to help increase access to jobs and other community destinations and reduce reliance on single-occupancy vehicles. The overlapping project benefits will provide greater resiliency to the community and region.

Attachment D-3: Invoicing and Reporting Templates

[remainder of page left blank]

[TO BE PRINTED ON GRANTEE LETTERHEAD]

Date: _____

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

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

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

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

Complete this form for **Grantee Direct Costs, Indicator Tracking Costs, each Funded Project and Transformative Plan.**

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

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

**TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM
 BIMONTHLY PROGRESS REPORT**

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

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

Grantee Activities	Grant Funds Spent
[INSERT Task # and Name]	\$
<ul style="list-style-type: none"> Describe work completed Use bullet points and be succinct Make sure to clearly align with the language used in Exhibit B (to ensure easy review) <p style="margin-left: 40px;">Bold any deliverables or evidence of work submitted</p>	
[INSERT Task # and Name]	\$
[INSERT Task # and Name]	\$
Total Direct Costs	\$
Total Indirect Costs	\$

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

Description of Work Completed	Grant Funds Spent
	\$

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

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

**TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM
 ANNUAL PROGRESS REPORT**

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

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

Success Stories and Lessons Learned

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

Challenges and Areas for Improvement

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

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

Leverage Projects

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

Additional TCC-Related Investments

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

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

TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM
 ANNUAL LEVERAGE FUNDING REPORT

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

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

TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM
 ANNUAL EQUIPMENT INVENTORY RECORD

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

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

Attachment D-4: Reporting Schedule

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

The Final Report must be submitted at the end of the Project Completion Period, which may extend up to four (4) years from the grant execution date. If all Projects have been completed and the Grantee has fulfilled all requirements for the Project Completion Period, the Final Report may be submitted prior to May 2025.

The Performance Period will vary for each Funded Project and will begin immediately after each Funded Project is completed, if applicable (see Section 1, Definitions). If the Grantee has fulfilled all requirements for the Project Completion Period and Performance Period, the CARB and SGC Indicator Tracking may terminate earlier than January 2026.

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

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3
Grant Number: SGC20106, City of Riverside

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

Attachment D-5: Indicator Tracking Tables

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

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

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

General Indicators for all Active Transportation Projects	
Indicator	Data Source
Linear feet and location of bike lanes installed, by class	Project documentation (e.g., project design plans)
Linear feet and location of pedestrian pathways completed	Project documentation (e.g., project design plans)
Number and location of American Disabilities Act (ADA) standard ramps installed	Project documentation (e.g., project design plans)
Number and location of signalized intersections installed with bike detection	Project documentation (e.g., project design plans)

General Indicators for all Transit and Rail Access Projects¹	
Indicator	Data Source
Free / reduced cost transit passes issued	Project documentation (e.g., procurement records)
Number and type (make, model) of electric vehicles added to public transit fleet	Project documentation (e.g., procurement records)
Number and type (make, model) of alternative fuel vehicles added to public transit fleet (by fuel type)	Project documentation (e.g., procurement records)
Additional departure times added by transit route separated by transit type	Project documentation (e.g., service schedules)
Additional stops added by transit route	Project documentation (e.g., service schedules)
Installed solar photovoltaic capacity (kW)	Project documentation (e.g., installation invoices)
Number and type of energy efficiency measures adopted / installed	Project documentation (e.g., installation records)

¹ The Evaluation Technical Assistance Provider will update these indicators for rail projects.

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

General Indicators for all Water Efficiency Projects	
Indicator	Data Source
Number of dwellings/projects [receiving water and energy efficiency incentives / upgrade] in census tract*	Project documentation (e.g. installer invoices)
Number/type of [water and energy efficiency] incentives / upgrades	Project documentation (e.g. installer invoices)
Number of site visits to assess water/energy efficiency potential by building type	Project documentation (e.g. training records)
Number of individuals trained on water/energy efficiency measures by building type	Project documentation (e.g. training records)

General Indicators for all Urban Greening and Green Infrastructure Projects	
Indicator	Data Source
Trees planted [#, species, location]*	Project documentation (e.g. landscaping invoices)
Square feet of other vegetation planted	Project documentation (e.g. design plans)
Square feet of permeable surfaces added	Project documentation (e.g. design plans)
Number of training activities related to tree/vegetation maintenance	Project documentation (e.g. training records)
Number of residents trained on tree/vegetation maintenance	Project documentation (e.g. training records)

General Indicators for all Health and Well-Being Projects	
Indicator	Data Source
Trees planted [#, species, location]*	Project documentation (e.g. landscaping invoices)
Square feet of other vegetation planted	Project documentation (e.g. design plans)
Square feet of permeable surfaces added	Project documentation (e.g. design plans)
Number of training activities related to tree/vegetation maintenance	Project documentation (e.g. training records)
Number of residents trained on tree/vegetation maintenance	Project documentation (e.g. training records)

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

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

General Indicators for Workforce Development and Economic Opportunities Plan (WDEOP) for a Specific Project and overarching TCC Project Area	
Indicator	Data Source
Employment Activities	
Number of jobs supported with TCC grant funds, disaggregated by job quality and access metrics ²	Project documentation (e.g., budgets, subcontractor invoices, payroll systems, certified payroll reports)
Number of implemented Community Benefits Agreements (CBA) / labor agreements / community workforce provisions that focus on high-quality employment	Project documentation (e.g., agreement records)
Job Training Activities	
Number of job training opportunities instituted with partner employers	Project documentation (e.g., memorandums of understanding)
Number of resource events around training opportunities	Project documentation (e.g., agendas)
Number of individuals engaged at resource events around job training opportunities	Project documentation (e.g., sign-in sheets)
Number of individuals who apply for job training opportunities	Project documentation (e.g., job training applications)
Number of individuals enrolled in job training opportunities	Project documentation (e.g., enrollment paperwork)
Number of trainees that completed job training, disaggregated by training quality and access metrics ³	Project documentation (e.g., training records)
Job Placement Activities	
Number of job placement arrangements instituted with partner employers	Project documentation (e.g., memorandums of understanding)
Number of resource events around job placement opportunities	Project documentation (e.g., agendas)
Number of individuals engaged at resource events around job placement opportunities	Project documentation (e.g., sign-in sheets)

² Final list of job quality and access metrics will be provided in a supplemental form.

³ Final list of training quality and access metrics will be provided in a supplemental form.

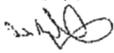
Number of individuals who apply for job placement opportunities	Project documentation (e.g., job placement applications)
Number of job placement participants placed in employment	Project documentation (e.g., placement records)

Attachment D-6: Authorized Signatory Template

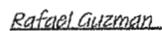
AUTHORIZED SIGNATORY FORM

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

Grantee Authorized Signatory:

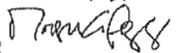
Name: Al Zelinka, FAICP, CSCM Title: City Manager
(Type or Print Name)
Signature:  Date: April 29, 2021

Delegated Authorized Signatories:

1. Name: Rafael Guzman Title: Assistant City Manager
(Type or Print Name)
Signature: 
Rafael Guzman (May 5, 2021 14:43 PDT) Date: April 29, 2021

Document(s) Authorized to sign:

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

2. Name: Moises Lopez Title: Deputy City Manager
(Type or Print Name)
Signature:  Date: April 29, 2021

Document(s) Authorized to sign:

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

Attachment D-7: Project Representatives

Project Representatives

<u>AGENCY</u> Office of Planning and Research, Strategic Growth Council	<u>GRANTEE</u> Housing Authority of the City of Riverside
NAME: Sophie Young	NAME: Jeff McLaughlin
TITLE: Project Manager	TITLE: Project Manager
ADDRESS: 1400 Tenth St., Sacramento, CA 95814	ADDRESS: 3900 Main Street, 5th Floor Riverside, CA 92522
PHONE: 916-322-0523	PHONE: 951-825-5189
EMAIL: Sophie.Young@sgc.ca.gov	EMAIL: jmclaughlin@riversideca.gov

Contracting Officers

<u>AGENCY</u> Office of Planning and Research, Strategic Growth Council	<u>GRANTEE</u> City of Riverside
NAME: Blake Deering	NAME: Al Zelinka, AICP, CSCM
TITLE: Sr. Contracts Liaison	TITLE: City Manager
ADDRESS: 1400 Tenth St., Sacramento, CA 95814	ADDRESS: 3900 Main Street, 7th Floor Riverside, CA 92522
PHONE: 916-322-3714	PHONE: 951-826-5771
EMAIL: Blake.Deering@sgc.ca.gov	EMAIL: azelinka@riversideca.gov

Financial Officers

<u>AGENCY</u> Office of Planning and Research	<u>GRANTEE</u> City of Riverside Community and Economic Development Department
NAME: Accounts Payable	NAME: Vanessa Kirks
TITLE: Accounting Dept.	TITLE: Fiscal Manager
ADDRESS: 1400 Tenth St., Sacramento, CA 95814	ADDRESS: 3900 Main Street, 3rd Floor Riverside, CA 92522
PHONE: n/a	PHONE: 951-826-2431
EMAIL: AccountsPayable@opr.ca.gov	EMAIL: vkirks@riversideca.gov

Attachment D-8: TCC Communications Kit

[ATTACHED DOCUMENT]



Communications Kit

Transformative Climate Communities Program Grantee



WELCOME TO THE CALIFORNIA STRATEGIC GROWTH COUNCIL GRANTEE COMMUNITY!

Our team believes everyone deserves to hear about the important work you're doing to put California cap-and-trade dollars to work through your Transformative Climate Communities Program (TCC) award. This Communications Kit provides you with tips and recommendations to help you spread the word far and wide, as well as information to ensure that you are well-equipped to comply with our publicity and communications requirements for all TCC grantees.

Dear Transformative Climate Communities Grantee,

Congratulations on your Transformative Climate Communities Program (TCC) award. All of your hard work has paid off! We look forward to working closely with you to achieve the major environmental, health, and climate benefits your project promises.

Your work is important and deserves to be celebrated – both in your community and as a model for others. To help you spread the word, the communications and external affairs team at California Strategic Growth Council (SGC) has prepared this Communications Kit. As you plan communications and events related to your TCC award, please use this kit, which includes both 1) a set of communications and branding guidelines we require TCC grantees to follow, and 2) an array of resources and best practices that can help you streamline and enhance your communications efforts across traditional and digital media channels.

We hope this kit serves as a resource for your current project and provides you with tools that can help you harness and strengthen your continuing relationship with SGC. We're here, along with the Department of Conservation and the California Climate Investments program, as resources for you and your work.

If you are planning an event or announcement, need sample materials, or need assistance or advice, please contact your TCC grant manager, who will connect you with our communications team.

Thank you for your inspiring work to implement transformative, collaborative, community-driven, place-based projects: your work will help achieve major environmental, health, and equity impacts in your community. We look forward to partnering with you!

Best,

The California Strategic Growth Council Team

Publicity Requirements & Guidelines for TCC Grantees

SGC requires TCC grantees to acknowledge the California Strategic Growth Council, California Climate Investments (CCI), and the California Department of Conservation (DOC) in all publications, websites, signage, invitations, and other media-related and public-out-reach products related to the TCC grant. Guidance on CCI logo usage, signage, and logo files contained in the Style Guide are available at: www.caclimateinvestments.ca.gov/logo-graphics-request. Access SGC, CCI, and DOC logo files at the following link: http://sgc.ca.gov/programs/tcc/docs/20200310-TCC_Logos.zip

When using SGC's logo, use the color version only when the logo appears on a white background; on backgrounds of any other color, please use the white version of the logo.

LONG-FORM MATERIALS

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

The California Strategic Growth Council's (SGC) Transformative Climate Communities Program (TCC) empowers the communities most impacted by pollution to choose their own goals, strategies, and projects to reduce greenhouse gas emissions and local air pollution. Administered in partnership with the California Department of Conservation, TCC funds community-led development and infrastructure projects that achieve major environmental, health, and economic benefits in California's most disadvantaged communities. For more information, visit sgc.ca.gov/programs/tcc/

TCC is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthen-

ing the economy, and improving public health and the environment – particularly in disadvantaged communities. The Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. www.caclimateinvestments.ca.gov.

PRESS RELEASES, FLYERS, AND VISUAL MATERIALS

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

LONG VERSION:

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

SHORT VERSION:

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

MOSTLY VISUAL:

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

SIGNAGE

Grantees must post signs on project construction sites stating that SGC is providing financing through the TCC Program in an appropriate location(s), typeface and size conveying the following message:

[PROJECT NAME]

*THIS PROJECT HAS BEEN MADE POSSIBLE
BY FINANCING FROM*

*CALIFORNIA CLIMATE INVESTMENTS (FUNDED
THROUGH THE GREENHOUSE GAS REDUCTION
FUND)*

*TRANSFORMATIVE CLIMATE COMMUNITIES
PROGRAM*

*THROUGH THE CALIFORNIA STRATEGIC GROWTH
COUNCIL*

The sign should also include the SGC, CCI, and DOC logos. Please refer to the “Publicity” section of the TCC Grant Agreement for specific, additional guidelines about signage.

MEDIA INQUIRIES

TCC Grantees must identify a point of contact for all press inquiries and communications needs related to the project and provide the name, phone number and email address of this individual to SGC. Grantees must also distribute a press release after grant decisions are made at SGC’s Public Council Meeting and are encouraged to do so for other major milestones throughout the lifecycle of the grant. All press releases must be approved by SGC’s communications team prior to distribution and SGC must be alerted and invited to participate in any and all press conferences related to the grant.

COMMUNICATIONS MATERIALS & PHOTOS

TCC grant recipients must prepare one or more two-to-four-page documents that provide a summary of the grant components and tell the story of the project development process and/or implementation. All such materials must be approved by SGC’s communications team prior to distribution. SGC may display such materials on its website.

In addition, SGC requires TCC grantees to share between 8–24 high-resolution, color photos with SGC during the project period. These photos should include pictures of both people and the project. SGC reserves the right to use these photos across any and all of its communications platforms.

SOCIAL MEDIA

SGC encourages TCC grantees to use social media to share the process of creating and developing a TCC proposal as well as stages of the project’s implementation. Grantees must tag @CalSGC, and @CAClimateInvest and @CalConservation in all Tweets related to the TCC grant; tag California Strategic Growth Council and California Department of Conservation on LinkedIn; on Facebook and other platforms, please mention California Strategic Growth Council, California Climate Investments, and California Department of Conservation.

Spread the Word

Here are a few effective ways to raise awareness around your important work. In every case, we recommend a clear, concise writing style that avoids technical terms and is easy for most readers to access. Be sure all of your communications comply with the Publicity Requirements and Guidelines on pages 3–4 of this kit.

CREATE A WEBSITE

One of the best ways to share the latest information about the progress of your TCC project is to compile everything the public needs to know into well-organized website. Your website should be simple and inviting, with sections explaining who you are, what the TCC program is, and why the project is important. Keeping the website updated with your latest accomplishments and steps taken to achieve your goals will keep members of your community enthusiastic and engaged. You can choose from dozens of inexpensive website templates, such as Wix, Square Space, and WordPress.

PRESS RELEASES & MEDIA ADVISORIES

If you're interested in getting mentioned by your local news outlets (newspapers, web-based news, radio, television), you've got to alert reporters, editors, hosts, news desks, and producers in your local media market. Here are a couple ways to get their attention (in both cases, include a contact name, title, phone number, and email at the top):

PRESS RELEASE

This is a narrative piece that tells the reader a story. Your best bet is to write it in the style of a story you'd read in the newspaper. Start with the most important part so that the reader knows immediately what you want to tell them about. From there, add details to flesh out the story (the amount of the grant, the number of affordable units,

total emissions reductions), along with quotes from people who are engaged with your project – for example, representatives from partner organizations, residents who engaged in project design, and SGC's Executive Director. Some media outlets might publish your press release as is! Others will follow up with questions or to interview someone.

MEDIA ADVISORY

This is a short piece you send to reporters, editors, hosts, news desks, and producers when you want to invite them to attend and cover an event, such as a groundbreaking, ribbon-cutting, dedication, etc. Make sure you answer the most important questions (who/what/when/where/why/how) and emphasize what makes your story worthy of media attention – as well as what photo opportunities will be available at the event.

SOCIAL MEDIA

Numerous social media platforms support digital storytelling and promotion. Use your existing platforms to talk about your TCC project. We also encourage you to follow SGC on Twitter and LinkedIn so we can watch for and share your updates about your TCC project. Please see our social media section of this kit for more details.

BLOG POST

If you or any of your partners currently has an active blog, we encourage you to write a post highlighting the progress or impact of your TCC project. For example, ask a project partner to write a guest blog or sit with you for a Q&A to highlight some of the specific benefits of their programs, who is receiving those benefits, and how the community has been involved. After you've posted your blog, you can share it on your social media platforms!

NEWSLETTER

If you or any of your TCC partners have a newsletter or listserv, please share your award announcement and other important milestones through that platform. Encourage community leaders and/or elected officials who work with you frequently to announce TCC milestones through their newsletters or listservs as well. Please contact us at SGC so we can share your important TCC milestones through our newsletter as well!

OP-ED OR LETTER TO THE EDITOR

Consider writing an op-ed or letter to the editor of your local newspaper to raise awareness of your new TCC award and the benefits it will bring to your community. A good approach is to acknowledge the various stakeholders involved in the planning process, name the specific benefits this project will bring to members of your community, and emphasize the place-based, community-driven approach to this project using TCC's model. An op-ed is typically around 600 words (it depends on the outlet) and you submit it to the Op-Ed Editor; it is best to reach out to this editor with an outline for your piece and ask if they're interested in running a developed piece from you. A letter-to-the-editor is short – usually under 200 words – and you just submit it directly to the letters section of the outlet.

Events and Engagement

Events with community members, leaders, and elected officials can be a draw for the press, as well as for local residents, and are a great way to build excitement about your TCC project.

HOLD A PROJECT AREA TOUR AND RIBBON CUTTING CEREMONY

Invite project partners, elected officials, funders, and other stakeholders to speak at the event. SGC staff members and Council members try to be available to participate in these events. Invite local media to attend the event (see “Media Advisory” on page 5) and provide enough information that they’ll be excited to cover it.

Do a press conference right before the ribbon cutting. Plan the message you want attendees to take away from the event, so you can craft speakers’ dialogue around it. Generally, you want to agree in advance with your speakers about what angles they’ll cover – that way, you can be sure all the important points get attention without too much repetition. Let speakers know how much time they have for their comments – typically 4-5 speakers giving comments for about 2 minutes each is plenty for a press conference. Leave time for questions at the end. You’ll need a master of ceremonies who introduces each speaker, facilitates the Q&A, and keeps the program on-track. And an audio amplification system – a microphone and a speaker – is usually important, unless you are in a very quiet space.

Give yourself plenty of time to secure the location, publicize the event, invite press, gather equipment and any visual materials, and ensure spokespeople are fully prepared.

HOST COMMUNITY EVENTS

Organizing a fun kick-off meeting and other community events for stakeholders and the general public is a great way to raise awareness about your TCC award and get more people involved in the planning and implementation process. These kinds of events can help make sure everyone is on the same page and united in your mission, as well as enthusiastic about the tangible benefits your project will create.

REMEMBER

The SGC team is here to help! We love to work with grantees to brainstorm communication strategies. We can provide quotes from SGC leadership for your press releases and make leadership available for media interviews. We can coach you on how to pitch media, help you identify reporters, and help secure participation by State officials in your event. Contact your TCC grant manager who will connect you with SGC’s communications team for support.



Social Media

Social media offers an array of powerful, free platforms that enable you to communicate about your TCC project to potentially large audiences.

FOLLOW US

The California Strategic Growth Council (@CalSGC), the Department of Conservation (@CalConservation), and California Climate Investments (@CalClimateInvest) post frequently on Twitter about the State's efforts to improve our environment and communities. SGC and DOC are also active on LinkedIn. We encourage you and your TCC partners to follow our accounts to stay up to date on the latest news on our policies and programs. If we tweet about TCC, or about anything else relevant or interesting to you, please 'like' and retweet us – sometimes it can even save you the trouble of crafting your own tweet.

TAG US

We love seeing grantees' progress from vision to reality. Please post updates and photos of project events or outcomes on social media, and make sure to tag us so that we can like, comment, and retweet to share your hard work with all of California.

TAG YOUR PARTNERS

Remember to include co-applicants and other key stakeholders and champions in social media posts about your TCC award. Tagging partners gives them the recognition they deserve while increasing the audience for your post.

USE HASHTAGS

Hashtags can be a very effective way to increase a post's visibility and response rate. It is best to use a few relevant hashtags, like #TransformativeClimateCommunities, #transit, #equity and #climatechange.

TAKE PICTURES

A social post with a great image attached is bound to get more traction than one without an image. Throughout every stage of the TCC process, be sure to encourage your team to bring their phones or even a nice camera and take a picture of their colleagues or work environment. Having a photobank of pictures can work wonders on your social media accounts, especially because you'll have the freedom to choose the highest quality or most interesting photos. Please see the Photo Tips section of this kit for more information.

SHORTEN THE MESSAGE

Given the character limit for tweets, you will need to pick and choose what information to include. Incorporate hashtags and tagging partners into your sentences, (see the sample posts below). Use commonly known abbreviations and conjunctions.

AMPLIFY THE VOICES OF COMMUNITY MEMBERS

Reach out to partners and community members for their videos, quotes, and pictures that share how your TCC project will affect their lives. These stories can increase your social media audience's enthusiasm for your project. Retweeting posts that residents and stakeholders create is another way to demonstrate TCC's impact.

POST OFTEN

Interact with your audience as much as possible on all platforms. It is ideal to post between a few times a week and once or twice a day on social media. Brainstorm with your staff to come up with creative ways to keep the public informed and interested in your work. Then create a schedule and remain consistent.

MORE SOCIAL MEDIA TIPS

- » Encourage audience engagement by posting questions.
- » Use URL shortening tools from sites like bitly.com and tinyurl.com.
- » Don't be afraid to use emojis.
- » Encourage your colleagues and TCC partners to participate in social media conversations.
- » Be visual! Use infographics instead of text when possible.
- » Observe copyright laws.

Strategic Growth Council Retweeted
Connie Leyva @SenatorLeyva · Mar 23
After over a year of working closely with community stakeholders, residents & local leaders, I look forward to the @CityofOntario benefiting from the \$35 million #TCC award that will help to #TransformOntario and improve our region's air quality. #communityengagement



WattsRising @WattsRising · Feb 20
DYK Over 21% of #Watts residents ages 16+ are not in the labor force compared with CA? The #TCC Grant projects will allocate 30% of all new hires for #Watts residents by providing job training & educational programs for adults & youth. @MayorOfLA @JoeBuscaino @CalSGC



Strategic Growth Council @CalSGC · May 15
Check out this new grantee profile to learn about Fresno's plans for #CommunityLedTransformation through its recently awarded Transformative Climate Communities grant! buff.ly/2i9Vik5n Photo cred: @CalEndowBHC



Photo Tips

Consider pointers in this section when using photography to tell your project's story.

QUALITY

Use the highest quality camera you can access. Good news: many modern smartphones are usually sufficient, as long as your subject is in focus, well-lit, and the phone is turned sideways (landscape orientation – use this orientation for videos, too!). Photos on social media don't have to be as high quality as photos on your website or newsletter.

EVERYONE'S A PHOTOGRAPHER

Encourage your staff and partners to take photos whenever they have the chance, and to send them all to your organization's communications team. Designating someone who owns a nice camera to take photographs during events is always a good practice.

DON'T HAVE A GREAT PHOTO?

Services like Flickr, Pixabay, and Upsplash offer countless high-quality photos that you can download and use for free.

CONTENT

When possible, photos should be bright and colorful, without being too 'noisy,' blurry, or filtered. Candid photos of people working or interacting tend to be more unique and eye-catching than people smiling at the camera. Highlight interesting aspects of your project so your photo stands out.

REMEMBER

The picture is what draws people in to read the caption and learn about your work. Don't underestimate its importance!



STAY IN TOUCH!

Feel free to contact your TCC grant manager for support.

SGC'S NEWSLETTER AND TCC LISTSERV

bit.ly/2CTvCyB

Follow us on social media and check our website regularly for new announcements and updates!

TWITTER

twitter.com/CalSGC

LINKEDIN

linkedin.com/company/strategic-growth-council/

WEBSITE

sgc.ca.gov

Attachment D-9: TCC Partnership Agreement

[ATTACHED DOCUMENT, TO BE FINALIZED BY GRANTEE]

EXHIBIT "B"

Partnership Agreement

**PARTNERSHIP AGREEMENT
FOR THE COLLABORATIVE STAKEHOLDER STRUCTURE
FOR THE EASTSIDE CLIMATE COLLABORATIVE TRANSFORMATIVE CLIMATE
COMMUNITIES INITIATIVE**

by and among

THE CITY OF RIVERSIDE

and

**THE COUNTY OF RIVERSIDE,
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS,
WAKELAND HOUSING & DEVELOPMENT CORPORATION,
RIVERSIDE COMMUNITY HEALTH FOUNDATION,
RIVERSIDE TRANSIT AGENCY,
GRID ALTERNATIVES,
TREEPEOPLE, INC.,
SAFE ROUTES TO SCHOOL NATIONAL PARTNERSHIP,
SANTA ANA WATERSHED PROJECT AUTHORITY,
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

and

COMMUNITY SETTLEMENT ASSOCIATION OF RIVERSIDE

Dated February 27, 2020

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Exhibit "A" – Project Area

Exhibit "B" – Organization Chart

**PARTNERSHIP AGREEMENT FOR THE COLLABORATIVE STAKEHOLDER
STRUCTURE FOR THE EASTSIDE CLIMATE COLLABORATIVE
TRANSFORMATIVE CLIMATE COMMUNITIES INITIATIVE**

This PARTNERSHIP AGREEMENT FOR THE COLLABORATIVE STAKEHOLDER STRUCTURE FOR THE EASTSIDE CLIMATE COLLABORATIVE TRANSFORMATIVE CLIMATE COMMUNITIES INITIATIVE (“Partnership Agreement”) is made and entered into this 27th day of February, 2020, by and between THE CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”); THE COUNTY OF RIVERSIDE, a political subdivision of the State of California, through the County of Riverside Economic Development Agency (“County”); WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS, a California joint powers authority (“WRCOG”); WAKELAND HOUSING & DEVELOPMENT CORPORATION, a California nonprofit public benefit corporation (“Wakeland”); RIVERSIDE TRANSIT AGENCY, a California joint powers authority (“Transit Agency”); GRID ALTERNATIVES, a California nonprofit corporation (“GRID”); TREEPEOPLE, INC., a California nonprofit corporation (“Tree People”); SAFE ROUTES TO SCHOOL NATIONAL PARTNERSHIP, a California nonprofit corporation (“Safe Routes”); SANTA ANA WATERSHED PROJECT AUTHORITY, a California joint powers authority (“SAWPA”) (each a “Project Partner” and collectively the “Project Partners”); THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California nonprofit corporation formed under Article IX of the California Constitution, as represented by University of California Riverside Center for Environmental Research and Technology (“UCR” or “Data Partner”); RIVERSIDE COMMUNITY HEALTH FOUNDATION, a California nonprofit corporation (“Foundation” or “Outreach Partner”); and COMMUNITY SETTLEMENT ASSOCIATION OF RIVERSIDE, a California nonprofit corporation (“CSA” or “Non-Displacement Partner”). Together, the Project Partners, Data Partner, Outreach Partner, and Non-Displacement Partner may hereafter be referred to individually as “Partner” and collectively as “Partners”. Together, the City and Partners may hereafter be referred to individually as “Party” or collectively “Parties”.

RECITALS

A. The California Strategic Growth Council (SGC) awards grants for the development and implementation of neighborhood-level climate sustainability plans as part of the Transformative Climate Communities (TCC) program.

B. City is the Lead Applicant and Grantee applying to SGC for a grant (“TCC Grant”) to fund a range of projects that will reduce greenhouse gas emissions, foster public health and environmental benefits, and catalyze economic opportunity and shared prosperity within the eastside community of the City of Riverside, as depicted in Exhibit “A” attached hereto and incorporated herein by this reference (“Eastside Neighborhood” or “Project Area”). The proposed program will hereafter be referred to as “Eastside Climate Collaborative.”

C. TPartners are organizations or public entities, authorized to lead community-based projects, who have demonstrated the organizational capacity to support the City in the implementation of the Eastside Climate Collaborative.

D. Parties have individually and collectively engaged the residents and stakeholders in the Eastside Neighborhood in multiple visioning and planning processes over the past decade, culminating in the public workshops which created the Eastside Climate Collaborative. The City and the Partners believe the Eastside Climate Collaborative can positively transform of the Eastside Neighborhood, achieving strong public health and economic goals and significantly reducing greenhouse gas emissions.

E. Partners fully support the objectives, goals, strategies, and projects identified under the TCC grant application that was proposed by the City for approval by the SGC (“TCC Grant Application”), and the Partners agree to be Co-Applicants for the TCC Grant Application.

F. SGC requires this Partnership Agreement to set forth the agreed upon governance structure and terms of operation required to implement the Eastside Climate Collaborative, including but not limited to, the expectations and responsibilities of the Parties, legal and financial terms, and community engagement and decision-making processes.

G. Parties desire to enter into a Partnership Agreement as hereinafter set forth in order to establish a collaborative stakeholder structure for matters pertaining to the TCC Grant and the implementation of the Eastside Climate Collaborative in the Project Area.

H. Parties acknowledge and agree that other Partners may be added to this Partnership Agreement from time to time.

TERMS AND CONDITIONS

Section 1. DEFINITIONS.

1.1 General. The definitions set forth in the above recitals, in the TCC Guidelines, and otherwise indicated in parenthesis hereafter, shall apply to this Partnership Agreement.

1.2 AHSC. “AHSC” shall mean the Affordable Housing and Sustainable Communities Program.

1.3 AHSC Guidelines. “AHSC Guidelines” shall mean the 2019/2020 AHSC Final Guidelines.

1.4 Application. “Application” shall mean the TCC Grant Application for funding submitted by City.

1.5 Bi-monthly. “Bi-monthly” shall mean every other month.

1.6 Budget. “Budget” shall mean the budget for a particular CCI Project.

1.7 Budget Report. “Budget Report” shall mean the report containing the budget for a particular CCI Project, which breaks down cost by task and lien item.

- 1.8 Close-out Report. “Close-Out Report” shall mean the report submitted to the SGC at the conclusion of an individual CCI Project.
- 1.9 Critical Community Investment Project. “Critical Community Investment Project” or “CCI Project” shall mean a project implemented with TCC Grant Funds.
- 1.10 Community Engagement Plan. “Community Engagement Plan” shall mean the plan that sets forth the community outreach tools and goals of the City and Partners.
- 1.11 Data Collection Plan. “Data Collection Plan” shall mean the plan that codifies data collection methods and reporting requirements and identifies all metrics to be tracked pursuant to the requirements the TCC Grant Agreement and pursuant to the wishes of the Leadership Council.
- 1.12 Displacement Avoidance Plan. “Displacement Avoidance Plan” shall mean the plan that addresses the displacement prevention needs of the community.
- 1.13 Eastside Climate Collaborative Plan. “Eastside Climate Collaborative Plan” or “Plan” shall mean all aspects of the project plan required by the City and its Partners in the TCC Grant Agreement.
- 1.14 GHG. “GHG” shall mean “Green House Gas.”
- 1.15 Grant Term. “Grant Term” shall mean the term of the TCC Grant Agreement.
- 1.16 Hub. “Hub” shall mean a subcommittee or subset of the Leadership Council that is tasked with a particular area of focus, is responsible for in-depth study of that area, and reports back to the full Leadership Council with regard to this focus.
- 1.17 Indicator Report. “Indicator Report” shall mean a report that tracks and reports Indicator Tracking for a CCI Project.
- 1.18 Indicator Tracking. “Indicator Tracking” shall mean the tracking and assessment of certain elements to measure the overall impact of the CCI Project investments, as outlined in the TCC Guidelines.
- 1.19 Indicator Tracking Plan. “Indicator Tracking Plan” shall mean the plan that sets forth the community-driven Indicator Tracking guidelines that will govern data collection and progress tracking for CCI Projects.
- 1.20 Lead Applicant. “Lead Applicant” shall mean the City of Riverside.
- 1.21 Leadership Council. “Leadership Council” shall mean the advisory body to the Lead Applicant.
- 1.22 Leverage Funding. “Leverage Funding” shall mean the funding, other than TCC Grant funds, used to supplement TCC Grant funds for the completion of all or a portion of a CCI Project.

1.23 Notice to Proceed. “Notice to Proceed” shall mean the notice issued by the City to all Partners once the TCC Grant Agreement has been fully-executed by and between the City and SGC.

1.24 Performance Period. “Performance Period” shall mean the period of time beginning immediately upon the completion of a CCI Project and ending upon a date determined by the City, during which Partners will be required to complete additional Indicator Tracking.

1.25 Riverside Eastside Community. “Riverside Eastside Community” shall mean those residents and stakeholders in the Project Area.

1.26 Subcontractor. “Subcontractor” shall mean any third party used by any Partner to perform any work in furtherance of a CCI Project.

1.27 TCC Grant Agreement. “TCC Grant Agreement” shall mean the agreement entered into by and between the City and the SGC.

1.28 TCC Guidelines. “TCC Guidelines” shall mean the TCC Program Guidelines for 2019/2020 adopted on October 31, 2019.

1.29 Workforce Development Plan. “Workforce Development Plan” shall mean the plan that governs procurement and imposes local-hire requirements on Parties for CCI Projects.

1.30 Working Group. “Working Group” shall mean a group consisting of the members of the Leadership Council and the Eastside Community, established for the purpose of facilitating discussion and information-sharing with regard to a particular task.

1.31 Work Plan. “Work Plan” shall mean a plan setting forth the timeline, discrete tasks, and detailed deliverables for a particular CCI Project.

1.32 Work Product. “Work Product” shall mean any writings, notes, memoranda, reports, research, and useable data, whether created or collected by a Partner or a Subcontractor of a Partner, generated in connection with the planning or implementation of the Eastside Climate Collaborative.

Section 2. INCORPORATION AND ACKNOWLEDGEMENT OF TERMS.

2.1 Incorporation. City and its Partners intend that this Partnership Agreement shall conform to and satisfy all requirements of the TCC Guidelines, AHSC Guidelines, and the TCC Grant Agreement. Each Party’s performance shall be conducted in accordance with the TCC Grant Agreement, the TCC Guidelines, the AHSC Guidelines, and this Partnership Agreement (hereafter collectively the “Performance Terms”).

2.2 Acknowledgement. Each Party acknowledges that it has reviewed the Performance Terms, participated in the preparation of the Eastside Climate Collaborative Plan and the TCC Grant Application, and is fully committed to the goals and requirements of the Performance Terms.

Section 3. PURPOSE AND GOALS.

3.1 Purpose. The purpose of this Partnership Agreement is to formalize the partnership and understanding between the Parties and to set forth the terms by which the Parties will manage, coordinate, and administer TCC Grant-related activities within the boundaries of the Project Area. The Parties agree that the purpose for conducting the activities as a coordinated group shall include the following:

a. Implementing activities, programs, strategies, and projects as set forth in the TCC Grant Agreement;

b. Promoting the execution of objectives and goals set forth in the TCC Grant Agreement;

c. Providing a platform for community engagement and input into implementation of activities related to the TCC Grant; and

d. Performing such other functions as may be deemed necessary and appropriate to meet the objectives of this Partnership Agreement.

3.2 Goals. Each Party affirms that the Eastside Climate Collaborative is intended to create the necessary conditions for public and private investment in the Riverside Eastside Community to support the growth of community amenities and assets, such as increased public safety, quality educational facilities, improved infrastructure, increased mobility, reduced hazardous waste and carbon emissions, more affordable and stable housing, new local jobs, opportunities for business incubation, and other resources that are critical to the growth of a healthy and vibrant community.

Section 4. RESPONSIBILITIES OF ALL PARTIES.

4.1 Mutual Cooperation. Parties recognize that they have complementary expertise and common goals and interests. Parties shall endeavor to cooperate, work together, and share knowledge, expertise, and best practices with regards to the Plan and shall commit to working collaboratively with one another and with community stakeholders throughout the Grant Term. The Parties hereto agree that they will each provide such information and documentation as is reasonably necessary to fulfill the intent of this Partnership Agreement and make diligent efforts to respond to inquiries and requests for information from the other Parties. The Parties agree to provide all Project-related information and documents as requested by the other Party or the State of California, including all grant-related reporting and documentation.

4.2 Leveraging of Available Funds. Parties shall make good faith efforts, as appropriate, to leverage available federal, state, local, and private funds, and to assist other Parties in leveraging

available federal, state, local, and private funds, to support integrated strategic investment for the transformation of the Eastside Neighborhood.

4.3 Communication. Parties shall commit to the principle of good communication, especially when one's work may have some bearing on the responsibilities of the other. Parties shall seek to alert each other as soon as practical to relevant developments with regards to the Plan and its execution. Parties shall also ensure that it is clear who the appropriate contacts are for particular matters and that contact details are kept up to date.

Section 5. CITY – ROLE AND RESPONSIBILITIES.

5.1 Lead Applicant and Grantee. City shall be the Lead Applicant and Grantee and shall execute the TCC Grant Agreement, carry out all responsibilities of Grantee as described in the Performance Terms, and work closely with the Department of Conservation throughout the implementation of the Plan. City commits to all duties and responsibilities corresponding to the Lead Applicant's role under the Eastside Climate Collaborative Plan for the length of the TCC Grant Term. City acknowledges that it:

- a. Has reviewed the FY2020 Transformative Climate Communities Grant Program NOFA, Final Guidelines, and related guidance from the State of California Strategic Growth Council;
- b. Has participated in the preparation of the Eastside Climate Collaborative Plan and Application; and
- c. Is fully committed to the goals and requirements of the NOFA, the Eastside Climate Collaborative Plan, the Application, the requirements of the Grant, and this Partnership Agreement.

5.2 Treasurer. City shall hold one seat on, and be Treasurer of, the Leadership Council.

5.3 Hub and Working Group Participation. City shall participate in every Hub and Working Group. In doing so, the City will have the responsibility of monitoring day-to-day activities and maintaining awareness of roadblocks, conflicts, and performance issues. For the City, responsibility will be borne by the Office of the City Manager and the Community and Economic Development Department.

5.4 Grant Administration. City shall serve as the administrator of the TCC Grant, including but not limited to, compiling all invoices, supporting documentation, and reporting materials for CCI Projects. City shall ensure compliance with all accounting, disbursement, recordkeeping, and all other compliance requirements of the Performance Terms with respect to the City and Partners.

5.5 Disbursement and Accounting of Funds. City shall be responsible for the disbursement of the TCC Grant funds in accordance with Performance Terms. Within sixty (60) days from the date that a Partner submits a request for disbursement, the City shall disburse the TCC Grant funding to Partners. In the event additional time is needed to allow the SGC to process the requesting

Partner's disbursement request, the City shall communicate to the requesting Partner the reason for the delay and the anticipated date for disbursement.

5.6 Financial Support. City shall leverage as appropriate, or assist in leveraging, available federal, state, local, and private funds as available to support integrated strategic investment for the transformation of the Project Area.

5.7 Oversight of Implementation. City shall supervise and coordinate the implementation of activities related to the TCC Grant, including the housing, urban greening, and transportation components of the Plan, and enter into any necessary additional agreements with the Project Partners, Data Partner, Outreach Partner, or Anti-Displacement Partner, outside of this Partnership Agreement, to facilitate the implementation of the Plan.

5.8 Workforce Development. City shall impose on Partners and monitor the local hire goals set forth in the Workforce Development Plan.

5.9 Community Engagement. City shall coordinate with the Partners in the implementation of the Community Engagement Plan and be responsive to the Outreach Partner's direction with regard to community outreach and the facilitation of local involvement.

5.10 Displacement Avoidance. City shall cooperate with Partners to implement the Displacement Avoidance Plan and address the displacement prevention needs of the community while focusing on key educational opportunities, encouraging advocacy, and facilitating accountability on behalf of the Riverside Eastside Community.

5.11 Indicator Tracking. City shall work with the Partners and the Leadership Council to develop a community-driven Indicator Tracking Plan and local monitoring guidelines and ensure that all Partners comply with the Indicator Tracking Plan.

5.12 Reporting. City shall be responsible for any and all required reports, including but not limited to Progress Reports, Indicator Reports, Budget Reports, and Close-Out Reports.

Section 6. PROJECT PARTNERS - ROLES AND RESPONSIBILITIES.

6.1 Co-Applicants. Each Project Partner shall be a Co-Applicant to the TCC Grant Application and shall carry out all responsibilities associated with its respective CCI Project(s) as directed by the City and in accordance with the Performance Terms.

6.2 Representation on Leadership Council. Each Project Partner shall hold one seat on the Leadership Council.

6.3 Hub and Working Group Participation. Each Project Partner shall participate in one or more Hub or Working Group, based on the respective "project type" that it intends to implement, as outlined in Appendix B to the TCC Guidelines and as appropriate with regard to the size of its Project. Participation in a Hub or Working Group requires attendance at regular meetings, coordination with organizations doing like-projects in the Hub or Working Group, joint problem-

solving and resource-sharing, coordination of community engagement and outreach activities, joint development and input on data tools and metrics, the timely submission of data for reports to the Leadership Council, and preparation of materials for public dissemination. Project Partners may agree to lead a Hub or Working Group, taking on the relative duties required of that position.

6.4 Project Development. Each Project Partner shall develop ideas for programs and projects that directly impact neighborhood quality in the Project Area and shall create scope(s) of work for its respective CCI Project(s) in alignment with the vision of the Eastside Climate Collaborative Plan.

6.5 Implementation of CCI Project. Each Project Partner shall oversee the implementation of its respective CCI Project, in accordance with Performance Terms, and with respect thereto shall:

- a. Secure all necessary governmental approvals, reviews, licenses, or permits;
- b. Immediately notify the City and the Leadership Council of any change in schedule, design, or outcome so that the determination can be made as to whether State review and/or a change to the GHG calculation is required;
- c. Prepare and propose solutions and an action plan to address any issues as they arise, working collaboratively with other Parties, subcontractors, and stakeholders to ensure that its CCI Project does not deviate from its intended purposes and the expectations of the Eastside Neighborhood;
- d. Ensure that there are no conflicts between policies or restrictions on sources of funds needed to complete CCI Projects; and
- e. Refrain from using TCC Grant Funding to supplant Leverage Funding.

6.6 Implementation Policies. Each Project Partner agrees to participate in and incorporate the following implementation policies, as appropriate to its respective project: the Community Engagement Plan, the Workforce Development Plan, and the Displacement Avoidance Plan. Project Partners agree to abide by the goals set forth in the Workforce Development Plan when procuring any portion of work associated with their respective CCI Project and when hiring any related temporary or permanent positions, unless the Project Partner is a public entity, in which case it is required to comply with its agency's applicable hiring and procurement statutes.

6.7 Hiring Subcontractors. Project Partners may contract with Subcontractors for needed administrative, design, construction, engagement, or implementation support for CCI Projects. City's obligation to pay the Project Partner is an independent obligation from the Project Partners' obligations to pay their respective Subcontractors. With regard to Subcontractors:

- a. Project Partners are entitled to make use of their own staff and Subcontractors as identified in their respective Budget and Work Plan.
- b. Project Partners shall manage, monitor, and accept responsibility for the performance of

their own respective staff and Subcontractors and shall conduct their respective project activities and services consistent with professional standards for the industry and type of work being performed under this Partnership Agreement.

- c. Nothing in this Partnership Agreement or otherwise shall create any contractual relationship between the City and any Subcontractors retained by a Project Partner, and no Subcontractor will relieve the Project Partner of its obligations under the Agreement.

6.8 Reporting. Each Project Partner shall submit all required supporting documentation, as set forth in Section 10.5, to demonstrate that the work for which it is seeking reimbursement has been completed. Each Project Partner is responsible for its respective CCI Project and shall develop, prepare, and submit regular updates to the City and the Leadership Council regarding its progress toward CCI Project objectives, shall routinely update the information management platform regarding CCI Project schedule and objectives, and shall provide appropriate photos, stories, and meeting and event notices in a timely fashion to the City and Leadership Council.

6.9 Recordkeeping. Each Project Partner shall maintain its own records in accordance with Performance Terms and shall establish an official file for each CCI Project with adequate documentation supporting each action taken with respect to the Plan, including letters and email correspondence, financial records (including agreements and any associated documents with Subcontractors and receipts), engagement documentation, required reports, data, readiness and compliance documentation. Each Project Partner shall make such records available to the City for inspection. All such records shall be clearly identifiable. Each Project Partner and its Subcontractors shall allow inspection of all work, data, documents, proceedings, and activities related to the Partnership Agreement for a period of four (4) years from the day after the last day of the Performance Period.

Section 7. DATA PARTNER - ROLES AND RESPONSIBILITIES.

7.1 Co-Applicant. Data Partner shall be a Co-Applicant to the TCC Grant Application and shall hold the City and its Project Partners accountable to the specific impact goals of their respective CCI Project.

7.2 Representation on the Leadership Council; Reporting Role. Data Partner shall hold a seat on the Leadership Council and shall lead a discussion with the Leadership Council, quarterly, to review and analyze the Data Dashboard indicators to track Partners in connection with their respective performance goals and to help them understand initiative-wide progress toward their goals. If metric targets are not met, the Leadership Council will discuss potential issues, challenges, or barriers to success, and make recommendations for technical assistance, programmatic adjustments, or other interventions. Underperforming Partners will be asked to develop a program improvement plan for their respective project that identifies specific and measurable goals, outcomes, and indicators of success within a specific timeline.

7.3 Hub and Working Group Participation. As the objective data manager, the Data Partner shall coordinate with the Community Engagement Working Group, and any other Hub or Working Grouping wherein its expertise is needed, as assigned by the City.

7.4 Community Engagement. Data Partner, in coordination with the Outreach Partner, shall engage residents and businesses in an annual survey geared toward tracking communitywide indicators to determine if CCI Projects are changing attitudes, behavior, health, and circumstances for Riverside's Eastside Community. Data Partner shall identify publicly available data (e.g. Census, Bureau of Labor Statistics) for tracking neighborhood and community-level metrics, including stress levels, rates of chronic disease, and community cohesion.

7.5 Tracking. Data Partner shall be responsible for ensuring that all data that Parties are required to track pursuant the TCC Grant Agreement are tracked appropriately and reported on in the appropriate timeframe and format. Data Partner shall in the first quarter of the TCC Grant Term:

- a. Work closely with the City, the Leadership Council, and community stakeholders to identify specific indicators that will be tracked over time to understand CCI Project quality and to assess public health, economic development, GHG reductions, and other project-specific outcomes above and beyond those required under a TCC Grant Agreement. The final list of additional indicators will be approved by the Leadership Council.
- b. Inventory and analyze how indicators are used for decision-making or quality improvements, which indicators are governed by regulatory requirements, and how data variables are defined (i.e. a data dictionary). This process will allow the Data Partner to recommend common variables for easy data integration.
- c. Create the Data Collection Plan.
- d. Create a Data Dashboard that provides monthly, quarterly, and annual reports on key indicators that the Leadership Council defines and that are required by the State in the TCC Grant Agreement.

7.6 Training. Data Partner shall ensure that Project Partners are meeting their data collection requirements. Data Partner shall train all Project Partners as applicable on what data to collect and how to collect their assigned data and report the data to meet State requirements and the TCC Grant Agreement.

7.7 Support. Data Partner shall provide support to Project Partners if they are facing obstacles or challenges in their data collection efforts.

7.8 Data Sharing. Data Partner shall work to develop data share agreements that allow Partners to participate in a centralized data portal for inputting and accessing data and monthly data reports.

Section 8. NON-DISPLACEMENT PARTNER – ROLES AND RESPONSIBILITIES.

8.1 Co-Applicant. Non-Displacement Partner shall be a Co-Applicant to the TCC Grant Application and shall work under contract with the City to prevent displacement by actively assisting the residents in the Project Area in matters of foreclosure avoidance and tenants' rights.

8.2 Representation on Leadership Council; Reporting Role. Non-Displacement Partner shall hold a seat on the Leadership Council and shall lead efforts to implement the Displacement Avoidance Plan, analyze the effectiveness of existing policies and programs on residents and businesses, make modifications as necessary, and report regularly to the Leadership Council on related non-displacement efforts.

8.3 Services and Programs. Non-Displacement Partner shall:

- a. Maintain active certification with the Department of Housing and Urban Development (HUD);
- b. Assist households with foreclosure prevention;
- c. Provide tenant advocacy and referrals to low cost legal representation, including conducting intake and evaluations, and helping with transportation, translation, and general advocacy obligations; and
- d. Conduct a series of workshops focusing on financial education, homeownership, tenants' rights, and local resources.

8.4 Reporting. Non-Displacement Partner shall keep a database of all clients and the services that it receives and shall provide quarterly updates to the Leadership Council. Non-Displacement Partner shall meet the following reporting requirements:

- a. General Reporting Requirements.
 - (1) All reports must be completed using the templates attached to the TCC Grant Agreement or provided by the City.
 - (2) The first reporting period will begin on the start date of the TCC Grant Agreement by and between the City and SGC.
 - (3) All reports must be submitted to the City on the due date specified by the City. When the report due date falls on a weekend or state recognized holiday, reports will be due on the first working day that follows.
 - (4) All reports must be signed by the signatory to this Partnership Agreement.
 - (5) City and SGC may request to verify reports through methods that include, but are not limited to: supporting documentation, site visits, conference calls or video conferencing.
- b. Bi-Monthly Progress Reports. Non-Displacement Partner shall complete Bi-Monthly Progress Reports using the template attached to a TCC Grant Agreement.

- c. Annual Reports. Non-Displacement Partner shall complete an annual progress report, an annual leverage funding report, in accordance with Performance Terms, an Indicator Tracking Report, and a detailed Work Plan and Budget using the templates included in a TCC Grant Agreement, once per year.

Section 9. OUTREACH PARTNER – ROLES AND RESPONSIBILITIES.

9.1 Co-Applicant. Outreach Partner shall be a Co-Applicant to the TCC Grant Application and shall be responsible for the development of community outreach tools and the facilitation of local participation.

9.2 Representation on Leadership Council; Implementation of Community Engagement Plan. Outreach Partner shall hold a seat on the Leadership Council and shall lead efforts to implement the Community Engagement Plan.

9.3 Community Engagement. Outreach Partner shall coordinate and support resident involvement in major decisions, develop and manage a coalition of stakeholders in support of the Plan, and work with relevant stakeholders to increase the involvement of neighborhood residents, businesses, nonprofits, and grassroots and faith-based organizations.

9.4 Reporting. Outreach Partner shall track all outreach efforts and provide quarterly updates to the Leadership Council.

Section 10. COLLABORATIVE STRUCTURE.

10.1 General. Parties shall actively promote community engagement and shall work in conjunction through the Leadership Council. Leadership Council shall be entitled to make recommendations about, provide input into, and assist the Parties in the implementation of activities under the TCC Grant, but the Leadership Council does not have any final decision-making abilities. Leadership Council shall have the organization and powers specified below and shall use the framework, attached hereto in the Organizational Chart in Exhibit “B”, to govern the implementation of the TCC Grant, to make decisions related to the Project, and to recommend any necessary changes to the Eastside Climate Collaborative Plan during implementation.

10.2 Membership. Leadership Council shall consist of sixteen (16) seats. Each of the ten (10) Parties to this Partnership Agreement shall designate one individual to represent that Party on the Leadership Council. Additionally, five (5) seats shall be “Community Seats”, filled by individuals or organizations who reside or do business in the Project Area, and one (1) seat shall be a “Youth Seat”, filled by an individual or organization from the Project Area representative of the youth demographic. As it concerns the Community Seats and the Youth Seat, individuals or community organizations from the wishing to serve on the Leadership Council must submit a request to the City for appointment onto the Leadership Council. City shall be responsible for appointing representatives to the Community Seats and Youth Seat. All representatives on the Leadership Council will hereafter be referred to as “Members.”

- a. Adding or Removing Members. Any organization or individual that is a party to this Partnership Agreement will be a member on the Leadership Council, so removal or

addition of a party to this Partnership Agreement will likewise remove or add a member to the Leadership Council. As it concerns the Community Seats and the Youth Seat, the City may, at any time, increase the number of Community Seats and Youth Seats, but may not otherwise decrease the number of Community Seats and Youth Seats below that which is set forth in this Partnership Agreement. Members in the Community Seats and Youth Seat(s) may resign, at any time, upon written notice to the City.

10.3 Meetings. To establish order and efficiency, upon the City's issuance of the Notice to Proceed, the Leadership Council shall meet once a month until all Hubs, Working Groups, and communication processes are fully-established ("Establishment Phase"). In no event shall the Establishment Phase be shorter than six (6) months. After the completion of the Establishment Phase, the Leadership Council shall conduct meetings at least on a quarterly-basis, as follows:

- a. Location. Meetings shall be held within the Project Area, at a time and location previously determined by the Parties.
- b. Open and Public. Meetings shall be open and public and shall be facilitated in a manner that promotes equity, respect, and resident empowerment. To maximize public participation, the Leadership Council shall not discuss any item not appearing on the duly-noticed and published agenda, as set forth in subsection (c). Each meeting agenda shall include an item at the beginning of the agenda for public comment for items not on the agenda so that the public has an opportunity to address the Leadership Council regarding all matters within the Leadership Council's purview. Additionally, the public shall have the opportunity to speak on any item on the agenda prior to the Leadership Council's discussion of or decision on that item.
- c. Notice. City shall ensure that meeting agendas and materials are published and made accessible to the public at least seventy-two (72) hours before a meeting. Agendas shall contain item descriptions that set forth the matter to be discussed with reasonable particularity so that the public is able to understand the subject to be discussed and the action to be taken. Parties shall make reasonable efforts to provide the agendas and presentation materials in Spanish and English. In order to facilitate greater public participation, the Leadership Council shall also make efforts to forward the agenda and materials to specific residents and businesses in the Project Area who have particular interests in an agenda item. Notwithstanding the foregoing, the Parties recognize that in some circumstances decisions and changes related to TCC Grant implementation may require more expedient action. In the case of an emergency decision, discussion and notification may be made via email to the Leadership Council members and a recommendation formed with the necessary affirmative votes via email. Such decisions shall be reported and revisited at the next regular Leadership Council meeting.
- d. Decision-Making and Dispute Resolution. All substantive changes or material issues related to implementing the Eastside Climate Collaborative Plan shall be

presented to the Leadership Council at a regularly scheduled meeting. If the Leadership Council is unable to reach consensus on a matter, the City should pursue conflict resolution and address the division before moving forward. Addressing the division may include further community outreach, modification of the proposal, and further reporting to the Leadership Council. It is the goal of the process to have all recommendations be supported by the majority of the Leadership Council.

- e. Bylaws. At its first meeting, the Leadership Council shall discuss governance procedures and set key priorities for managing future meetings. At the conclusion of the first meeting, the Leadership Council, by affirmative vote of the majority of Members present at the meeting, shall appoint five (5) Members to draft bylaws for the collaborative stakeholder structure and set the priorities of the Leadership Council. The bylaws and priorities shall confirm to the general terms and intent of this Partnership Agreement and shall become effective upon adoption by the Leadership Council.
- f. Officers. At its first meeting, the Leadership Council, by affirmative vote of a majority of Members present at the meeting, shall appoint members to serve as Chair, Vice Chair, and Secretary of the Leadership Council. The Treasurer shall be the City.

10.4 Hub Implementation. Leadership Council, in accordance with this Partnership Agreement, shall assign Members to work within the following Hubs: (1) Sustainable Housing, (2) Urban Greening, (3) Active Transportation, and (4) Low Carbon Transportation. Any recommendation to change the number or type of Hubs should be brought before the Leadership Council for discussion. Hubs shall otherwise operate as follows:

- a. Meetings and Structure. Each Hub will be convened initially by the City, and shall establish its meeting schedule, meeting guidelines, agenda, and structure at its first meeting. Because the work of each Hub is so complex and involves its own set of Partners and constituencies, each Hub should have its own organizational structure, with one or two Partners agreeing to act as the lead (“Hub Lead”). Hub Leads are required to commit to managing the Hub for a minimum of one year. Unless the Hub establishes co-leads, if more than one organization wants to lead the Hub, then the members in the Hub shall vote, one vote per member, and the member receiving the majority vote shall become the Hub Lead. In order to ensure consistency in messaging, access to the same high-level advice, funding and tools, and expediency in implementation, the City shall participate in all Hub meetings, and the Hubs shall report about and receive guidance on their work at each Leadership Council meeting.
- b. Subcontractor Participation. Subcontractors are strongly encouraged to participate in the Hub meetings. Subcontractors play a critical role in assisting the Project Partners in reaching their goals and should be part of the cross-pollination process.

10.5 Working Group Implementation. Each Hub shall designate at least one representative to sit on each of the following Working Groups: City Oversight Working Group, the Community Engagement Working Group, the Workforce Working Group, and the Displacement Avoidance Working Group. The composition and operations of each Working Group shall be as follows:

- a. City Oversight Working Group. In order to effectively resolve issues among and between Project Partners and community stakeholders related to implementing work, City agencies necessary for plan implementation (e.g, Public Works, Parks and Recreation, Community and Economic Development, and Public Utility) shall form a Working Group to meet on a Bi-monthly basis to collaborate, prioritize, streamline and track the overall progress of the Eastside Climate Collaborative Plan. Other departments and resources will be called in on an as-needed basis to ensure problems are solved rapidly and thoughtfully. This Working Group will advise the Leadership Council on critical issues related to project feasibility and implementation and provide suggestions for how to resolve issues or expedite project completion. The Community & Economic Development Department will convene and lead this working group.
- b. Technical & Design Review Working Group. To evaluate potential changes to the Plan through the implementation process, a technical and design review working group shall be formed. This Working Group is available to the Hubs and shall meet with Partners who are requesting changes or modifications to their respective projects for the purpose of evaluating the feasibility and challenges related to the request. This Working Group will be responsible for communicating with the City on potential changes or feedback on implementation challenges. The City will share this information with SGC. This Working Group shall report to the Leadership Council on recommendations for modifications to the Eastside Climate Collaborative Plan. The City will be responsible for convening this working group.
- c. Community Engagement Working Group. Community Engagement Working Group shall be led by the Outreach Partner and shall include a representative from each Hub, a team of community members hired to do community engagement work, the City, and all communication-related Subcontractors hired to work on the Eastside Climate Collaborative. This Working Group shall coordinate and plan outreach/engagement activities and efforts, craft communication messages, provide input on website and other social media design, ensure community engagement and participation for planning and implementing larger community events in the Project Area, and recruit grassroots organizations and networks to assist in community -based data collection, and dissemination of information and notices.
- d. Workforce Working Group. Workforce Working Group shall be established by the County and utilized by all Partners as necessary for advice and coordination on all training and hiring opportunities within each Project Type. Workforce Working Group will assist in job mapping, local labor force referrals, developing and

advising on training modules, and connecting Partners to education and workforce partners.

- e. Displacement Avoidance Working Group. Displacement Avoidance Working Group shall be overseen by the Non-Displacement Partner. This Working Group will allow the Non-Displacement Partner to coordinate its displacement avoidance efforts and to make sure that a lens of anti-displacement is incorporated in the implementation of all Eastside Climate Collaborative CCI Projects.

10.6 Community Representation. Parties acknowledge that community representation throughout the process is integral for the success of the Eastside Climate Collaborative, and Parties take all reasonable measures to engage the public, including but not limited to the following:

- a. Working Groups, Hubs, and the Leadership Council will be forums wherein community stakeholders and Partners are able to participate in the discussion and decision-making process.
- b. City will use existing local community groups and resident organizations to publicize meetings and utilize its Partners to assist in community outreach and engagement.
- c. The determination and implementation of some Projects (specifically in the Urban Greening and Active Transportation Hubs) require more design, and Partners have committed to robust community participation in all aspects of design and location.
- d. City shall consult with the Partners and community stakeholders privately and in Working Group settings to ensure clear messaging and communication on goals and requirements, address conflicts and roadblocks as they arise, and ensure that decisions are well-informed and made quickly to guarantee success.

10.7 Accountability. City shall work with Partners and stakeholders to engage them on what measures the community would like to see to ensure accountability throughout the process, including but not limited to the following:

- a. In order to be accountable to the community, the City and the Co-Applicants commit to regular tracking of project metrics.
- b. If metric targets are not met, the Leadership Council will discuss potential issues, challenges, or barriers to success, and make recommendations for technical assistance, programmatic adjustments, or other interventions. Underperforming Partners will be asked to develop a program improvement plan, for their respective project, that identifies specific and measurable goals, outcomes, and indicators of success within a specific timeline.

- c. All CCI Projects will include strong levels of community engagement and input and are required to report out to their respective Hubs, allowing for peer-to-peer accountability and evaluation as well as direct community accountability.
- d. Data Partner will engage residents and businesses in a survey geared towards developing communitywide indicators that can be tracked to determine if the TCC investments are changing attitudes, behavior, health, and circumstances for the Project Area.
- e. Leadership Council meetings will be open to the public, with clear agendas, minutes and a record of attendance to ensure regular accountability.
- f. City is responsible for ensuring the accountability of its Co-Applicants, Partners, and Working Groups to meet their responsibilities and implement their Projects in a timely fashion, in accordance with their Work Plan and within their budget allocation.
- g. City will dedicate staff to monitor all Projects, participate in Hubs and Working Groups, and track progress through data dashboards and utilization of specific project management software and smart sheets that create charts and allow for task collaboration. Utilizing this software allows the City to measure progress and determine early on when tasks and timelines are not being met.
- h. City, as Lead Applicant, will meet with Co-Applicants when items begin to get flagged as late and develop appropriate work plans to address issues as they arise.
- i. City and Hub Leads will engage in site visits to visually inspect progress and build out of all projects and will utilize its Technical and Design Working Group with all accountability steps.

Section 11. TERM AND TERMINATION.

11.1 Term. This Partnership Agreement shall become effective as of the date on which the last Party executes this Partnership Agreement (“Effective Date”). The Term shall commence on the Effective Date and continue for five (5) years thereafter and shall automatically terminate unless otherwise extended by a written amendment to this Partnership Agreement executed by all of the Parties.

11.2 Termination. City reserves the right to terminate this Partnership Agreement for convenience upon thirty (30) days’ written notice to the Co-Applicants. Co-Applicants reserve the right to terminate their participation in this Partnership Agreement for convenience upon thirty (30) days written notice to the City. This Partnership Agreement shall automatically terminate if the Eastside Climate Collaborative Application does not receive a grant award based on its response to the FY2019 NOFA.

11.3 Co-Applicant Substitution. City, as the Lead Applicant, may remove and substitute individual Co-Applicants to this Partnership Agreement on an as needed basis, without the prior approval of other Co-Applicants.

11.4 Work Product. Each Co-Applicant shall deliver its Work Product to the City in Event of Termination.

11.5 Reimbursement. A Co-Applicant may submit a final request for reimbursement within sixty (60) days of termination. City shall review and seek reimbursement for all Co-Applicant sums for services actually performed and properly accounted for prior to the effective date of termination. No reimbursement submittals will be processed if received more than sixty (60) days after termination. Requests for reimbursement shall include invoices and any other necessary documentation, as determined by subsequent agreement between the City and the Co-Applicant.

Section 12. INDEMNIFICATION.

Each Partner shall indemnify, defend, and hold the City and the City's officers, agents, and employees harmless from all damages, costs and expenses, including reasonable attorneys' fees, in law or equity, that may arise or be incurred due to the intentional or negligent acts, errors, or omissions of that Partner, its officers, agents, or employees, in the performance of this Partnership Agreement.

City shall indemnify, defend, and hold each Partner harmless from all damages, costs and expenses, including reasonable attorneys' fees, in law or equity, that may arise or be incurred due to intentional or negligent acts, errors, or omissions of the City, its officers, agents, or employees, in the performance of this Partnership Agreement.

Section 13. INSURANCE.

13.1 General Provisions. Immediately upon the City's issuance of the Notice to Proceed, Co-Applicants shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Partnership Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law. Any Party that is an authorized self-insured public entity for purposes of Professional Liability, General Liability, and Workers' Compensation warrants that it has the equivalent of the following coverages adequate to protect against liabilities arising out of the performance of the terms, conditions, or obligations of this Partnership Agreement and shall provide a self-insured affirmation letter to the City immediately upon the City's issuance of the Notice to Proceed.

a. Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on a Co-Applicant's indemnification obligations.

b. Ratings. Any insurance policy or coverage provided by a Co-Applicant or Subcontractors as required by this Partnership Agreement shall be deemed inadequate and a

material breach of this Partnership Agreement unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

c. Cancellation. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

d. Adequacy. City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by a Co-Applicant pursuant to this Partnership Agreement are adequate to protect that Co-Applicant. If Co-Applicant believes that any required insurance coverage is inadequate, Co-Applicant will obtain such additional insurance coverage as Co-Applicant deems adequate, at Co-Applicant's sole expense.

13.2 Workers' Compensation Insurance. By executing this Partnership Agreement, Co-Applicant certifies that Co-Applicant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Co-Applicant shall carry the insurance or provide for self-insurance required by California law to protect said Co-Applicant from claims under the Workers' Compensation Act. Immediately upon the City's issuance of the Notice to Proceed, Co-Applicant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Co-Applicant is self-insured for such coverage, or 2) a certified statement that Co-Applicant has no employees, and acknowledging that if Co-Applicant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

13.3 Commercial General Liability and Automobile Insurance. Immediately upon the City's issuance of the Notice to Proceed, Co-Applicant shall obtain, and shall thereafter maintain during the term of this Partnership Agreement, commercial general liability insurance and automobile liability insurance as required to insure Co-Applicant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Co-Applicant. The City, and its officers, employees and agents, shall be named as additional insureds under the Co-Applicant's insurance policies.

- a. Co-Applicant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.
- b. Co-Applicant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Co-Applicant's automobile

and/or commercial general liability insurance policies shall cover all vehicles used in connection with Co-Applicant's performance of this Partnership Agreement, which vehicles shall include, but are not limited to, Co-Applicant owned vehicles, Co-Applicant leased vehicles, Co-Applicant's employee vehicles, non-Co-Applicant owned vehicles and hired vehicles.

- c. Immediately upon the City's issuance of the Notice to Proceed, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Partnership Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

- d. The insurance policy or policies shall also comply with the following provisions:
 - (1) If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
 - (2) The policy shall specify that the insurance provided by Co-Applicant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

Section 14. EFFECT OF THIS PARTNERSHIP AGREEMENT.

14.1 Each Party recognizes that another Party may need additional assurances regarding the TCC funding and the scope of work related to a CCI Project before the commencement of construction of any component of a CCI Project, including assurances for lenders and investors. Parties agree to cooperate with each other to reach mutual agreement on the Schedule of Performance, amendments to this Partnership Agreement, and other implementation agreements or estoppel certificates necessary to provide reasonable assurances and indemnifications. Parties further understand and agree that the State of California retains the ultimate discretion to approve or deny TCC Grant funding. Each Party's execution of this Partnership Agreement is merely an agreement to the terms of the collaborative stakeholder structure, contingent upon TCC Grant funding and award.

14.2 Nothing contained in this Partnership Agreement shall be construed to require, or have the effect of requiring, the City to take any action inconsistent with any applicable law, rule or regulation which governs the City's actions.

Section 15. NON-DISCRIMINATION.

Parties shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Parties agree to conform to the requirements of the Americans with Disabilities Act in the performance of this Partnership Agreement.

Section 16. DISPUTES.

Parties agree that before any Party commences any legal or equitable action, action for declaratory relief, suit, proceeding, or arbitration regarding the TCC Grant that the Parties shall first submit the dispute to mediation through a mutually acceptable professional mediator in Riverside County. Each Party shall bear its own expenses and costs associated with the mediation. Parties shall share the cost of a mediator equally.

Section 17. STATE DISCLAIMER.

Parties acknowledge that while the City has discussed the Project with the Strategic Growth Council, the State has not stated the conditions, if any, on which it would approve any approach to be funded pursuant to this Partnership Agreement. All terms and conditions stated in this Partnership Agreement or any other document regarding the Lead Applicant's or Co-Applicants' participation in the Project shall be modified as needed to meet all State requirements.

Section 18. MISCELLANEOUS.

18.1 Notices. Any notices, bills, invoices, or reports relating to this Partnership Agreement, and any request, demand, statement or other communication required or permitted hereunder shall be in writing to the addresses set forth on the signature pages, and shall be deemed to have been received on (a) the day of delivery, if delivered by hand during regular business hours or by confirmed facsimile during regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid.

18.2 Conflict of Interest. No member, official or employee of the Parties shall have any personal interest, direct or indirect, in this Partnership Agreement nor shall any such member, official or employee participate in any decision relating to this Partnership Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

18.3 Governing Law. This Partnership Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California.

18.4 Venue. Any legal action related to the performance or interpretation of this Partnership Agreement shall be filed only in the Superior Court in Riverside County, California, and the Parties waive any provision of law providing for a change of venue to another location.

18.5 No Third-Party Beneficiaries. This Partnership Agreement is made and entered into for the sole protection and benefit of the Parties hereto and shall not create any rights in any third Parties. No other person or entity shall have any right of action based upon the provisions of this Partnership Agreement.

18.6 Section Headings. The Section headings herein are for the convenience of the Parties only and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Partnership Agreement.

18.7 Compliance with Laws and Regulations; Legal Authority. By executing this Partnership Agreement, the Parties agree to comply with all applicable federal, state and local laws, regulations and ordinances. Nothing in this Partnership Agreement binds the Parties to perform any action that is beyond its legal authority.

18.8 Authority. The persons executing this Partnership Agreement or exhibits attached hereto on behalf of the Parties to this Partnership Agreement hereby warrant and represent that they have the authority to execute this Partnership Agreement and warrant and represent that they have the authority to bind the respective Parties to this Partnership Agreement to the performance of its obligations hereunder.

18.9 Assignment. The Parties shall not assign, transfer, or subcontract any interest in this Partnership Agreement without the prior written consent of the City. Any attempt to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder, without prior written consent of City shall be null, void and of no effect.

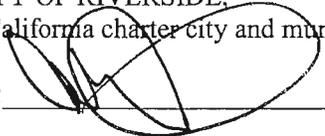
18.10 Counterparts. This Partnership Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

18.11 Entire Agreement. This Partnership Agreement, including all exhibits and attachments hereto, is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. Any amendments to or clarification of this Partnership Agreement shall be in writing and acknowledged by all Parties to this Partnership Agreement.

[SIGNATURES ON FOLLOWING PAGES.]

IN WITNESS WHEREOF, the PARTIES hereto have caused this Partnership Agreement to be executed by their duly authorized representatives on the dates set forth below.

CITY OF RIVERSIDE,
a California charter city and municipal corporation

By:  _____

Name: AL ZELINKA _____

Its: CITY MANAGER _____

Dated: 2/27/20 _____

ATTESTED TO:

By:  _____

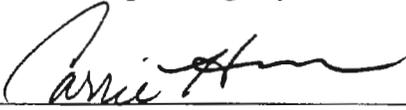
APPROVED AS TO FORM:

By:  _____

Address:

City of Riverside
Attention: Jeff McLaughlin
3900 Main Street
Riverside, CA 92522

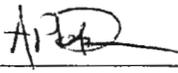
THE COUNTY OF RIVERSIDE,
a political subdivision of the State of
California, through the County of Riverside
Economic Development Agency

By: 

Name: Carrie Harmon

Its: Asst. Director

Dated: 2/20/2020

By: 

Name: Amrit P. Dhillon

Its: Deputy County Counsel

Dated: 2/18/2020

Mailing Address:

Carrie Harmon, Director of Workforce
Development
County of Riverside EDA
1325 Spruce Street, Suite 110
Riverside, CA 92507

WESTERN RIVERSIDE COUNCIL OF
GOVERNMENTS, a California joint powers
authority

By: Rick Bishop

Name: Rick Bishop

Its: _____

Dated: January 27, 2020

By: _____

Name: _____

Its: _____

Dated: _____

Mailing Address:

Western Riverside Council of Governments
Attn: Rick Bishop, Executive Director
3390 University Avenue, Suite 200
Riverside, CA 92501

WAKELAND HOUSING &
DEVELOPMENT CORPORATION,
a California nonprofit public benefit
corporation

By: 

Name: Kenneth L. Sauder

Its: President & CEO

Dated: 02/04/20

By: _____

Name: _____

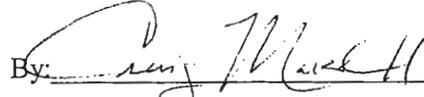
Its: _____

Dated: _____

Mailing Address

Wakeland Housing and Development
Attn: Kenneth L. Sauder, President
1230 Columbia Street, #950
San Diego, CA 92101

RIVERSIDE COMMUNITY HEALTH
FOUNDATION,
a California nonprofit corporation

By: 

Name: CRAIG MARSHALL

Its: BOARD CHAIRMAN

Dated: 1-27-2020

By: 

Name: Daniel Anderson

Its: President/CEO

Dated: 02/13/2020

Mailing Address:

Riverside Community Health Foundation
Attn: Daniel Anderson, President/CEO
4275 Lemon Street
Riverside, CA 92501

Riverside Community Health Foundation
Attn: Craig Marshall, Board Chair
4275 Lemon Street
Riverside, CA 92501

RIVERSIDE TRANSIT AGENCY,
a California joint powers authority

By: Larry Rubio

Name: Larry Rubio

Its: CEO

Dated: 2-10-2020

Approved as to form:

By: Barbara Raileanu

Name: Barbara Raileanu

Its: General Counsel

Dated: 2/10/2020

Mailing Address

Riverside Transit Agency
Attn: Larry Rubio, Executive Director
1825 Third Street
Riverside, CA 92507

Riverside Transit Agency
Attn: Barbara Raileanu, General Counsel
555 Anton Boulevard, Suite 1200
Costa Mesa, CA 92626

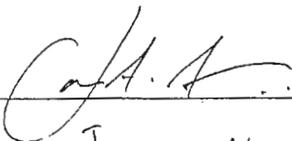
GRID ALTERNATIVES,
a California nonprofit corporation

By: _____

Name: _____

Its: _____

Dated: _____

By:  _____

Name: JAI ME ALONSO

Its: EXECUTIVE DIRECTOR

Dated: 1-10-2020

Mailing Address:

GRID Alternatives
Attn: Jaime Alonso
1660 Chicago Avenue
Riverside, CA 92507

RIVERSIDE UNIFIED SCHOOL DISTRICT,
a California public school district

By: _____

Name: _____

Its: _____

Dated: _____

By: _____

Name: _____

Its: _____

Dated: _____

SAFE ROUTES TO SCHOOL NATIONAL
PARTNERSHIP,
a California nonprofit corporation

By: M. Pedrosa

Name: Margo Pedrosa

Its: Deputy Director

Dated: 1/16/20

By: _____

Name: _____

Its: _____

Dated: _____

Mailing Address:

Safe Routes Partnership
Attn: Margo Pedrosa, Deputy Director
P.O. Box 44328
Fort Washington, MD 20749

SANTA ANA WATERSHED PROJECT
AUTHORITY,
a California joint powers authority

By: Karen Williams

Name: Karen Williams

Its: DGM/CFO

Dated: 02/05/2020

Mailing Address:

Santa Ana Watershed Project Authority
Attn: Richard E. Haller, General Manager
11615 Sterling Avenue
Riverside, CA 92503-4979

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
a California nonprofit corporation formed under Article IX of the California Constitution.

By: 
Name: Ursula N. Prins
Its: Pathward Manager
Dated: 02/18/2020

By: _____
Name: _____
Its: _____
Dated: _____

Mailing Address

University of California Riverside
Attn: Ursula Prins
245 University Avenue Office Building
Riverside, CA 92521

Dup.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
a California nonprofit corporation formed under Article IX of the California Constitution, as represented by University of California Riverside Center for Environmental Research and Technology

By: _____

Name: _____

Its: _____

Dated: _____

By: _____

Name: _____

Its: _____

Dated: _____

COMMUNITY SETTLEMENT
ASSOCIATION OF RIVERSIDE,
a California nonprofit corporation

By: Tom Podgorski
Name: Tom Podgorski
Its: Chair
Dated: 2/24/20

By: Daniel Anderson
Name: Daniel Anderson
Its: President/CEO
Dated: 02/13/2020

Mailing Address

Community Settlement Association
of Riverside
Attn: Tom Podgorski, Chair
4366 Bermuda Avenue
Riverside, CA 92507

Daniel Anderson, President/CEO
4275 Lemon Street
Riverside, CA 92501

TREE PEOPLE,
a California nonprofit corporation

By: Cindy Montanez

Name: Cindy Montanez

Its: Chief Executive Officer

Dated: 1/13/2020

By: _____

Name: _____

Its: _____

Dated: _____

Mailing Address:

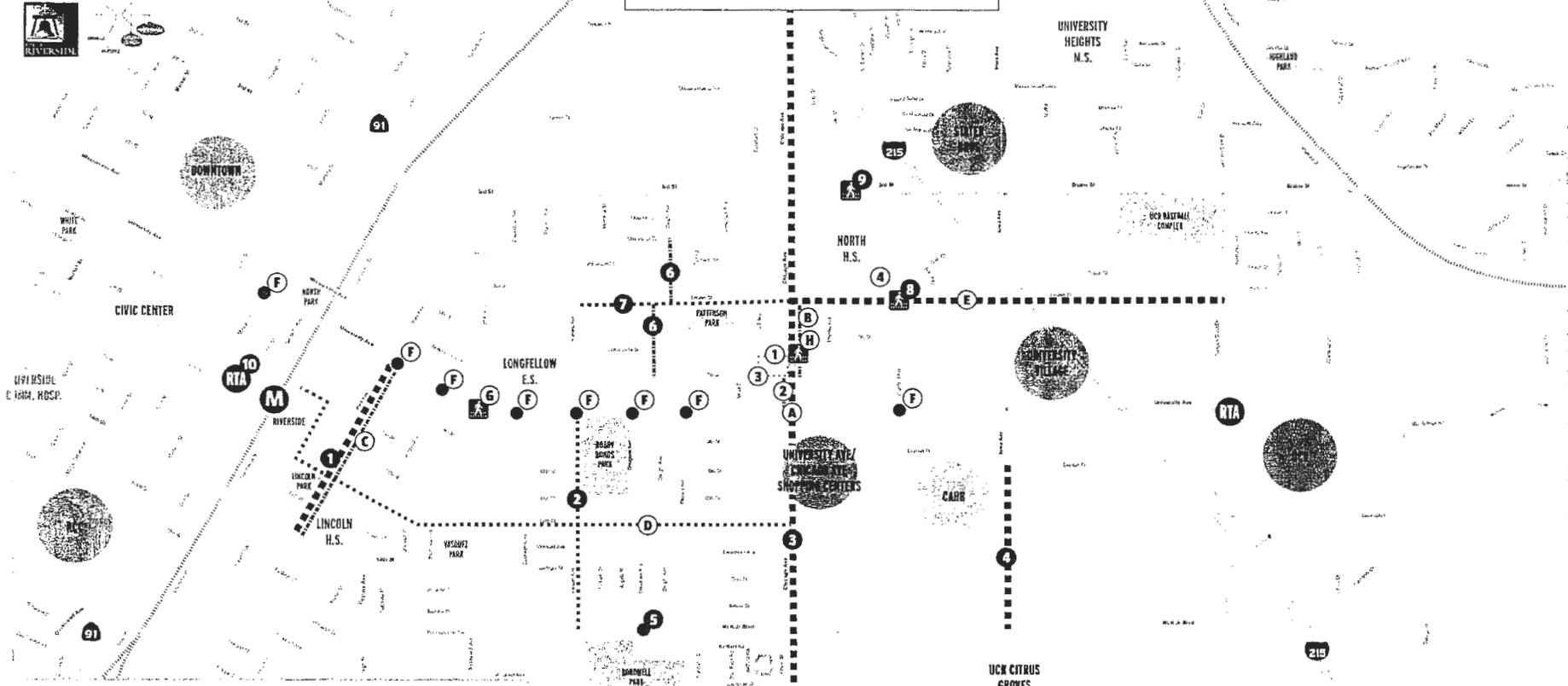
Tree People
Attn: Cindy Montanez, Chief Executive Officer
12601 Mulholland Drive
Beverly Hills, CA 90210

EXHIBIT "A"
PROJECT AREA

RIVERSIDE TCC POTENTIAL PROJECTS

Exhibit "A" - Project Map

****DRAFT 10/30/2019****



- Possible New High-Visibility Continental Crosswalk
- ▲ Possible New Pedestrian Signal & Crosswalk
- ▭ Planned Affordable Housing Development
- Possible Project Area
- ▬ Existing Bike Lane (Class II)
- ▬ Railway
- M Metrolink Station
- RTA Future RTA Transit Hub
- ▬▬▬ New/Improved Sidewalk - Currently Funded
- ▬▬▬ Possible New/Improved Sidewalk
- ▬▬▬ Possible Protected Bike Lane (Class IV)
- ▬▬▬ Protected Bike Lane (Class IV) - Currently Funded
- ▬▬▬ Possible Bike Lane (Class II)
- ▬▬▬ Bike Route (Class III) - Currently Funded
- ▬▬▬ Possible Bike Route (Class III)

POTENTIAL PROJECTS TAKEN FROM: PREVIOUS GRANT APPLICATIONS, NEIGHBORHOOD PLANS, BICYCLE MASTER PLAN, AND RESIDENT-SUBMITTED SERVICE REQUESTS



POTENTIAL FUTURE PROJECTS

- 1 Entrada Housing Project
- 2 Entrada Solar Arcade
- 3 EV Charging Stations
- 4 RUSD Agricultural Career Path Community Garden
- 5 WECAN Water & Energy Efficiency (Area wide)
- 6 GRID Alternatives Solar (Area-wide)
- 7 Tree Program (Area-wide)

ACTIVE TRANSPORTATION PROJECTS

- A Improvements to Chicago/University Intersection (Inc. Bus Bulbs & Timing)
- B New sidewalk on Chicago Ave
- C Park Ave Complete Street
- D 12" St Bike Boulevard
- E Linden St Class IV Protected Bike Lane
- F Upgrade to High-Vis Continental Crosswalk
- G New Ped Signal at University & Seagawk
- H New Ped Signal at Chicago & 7th St

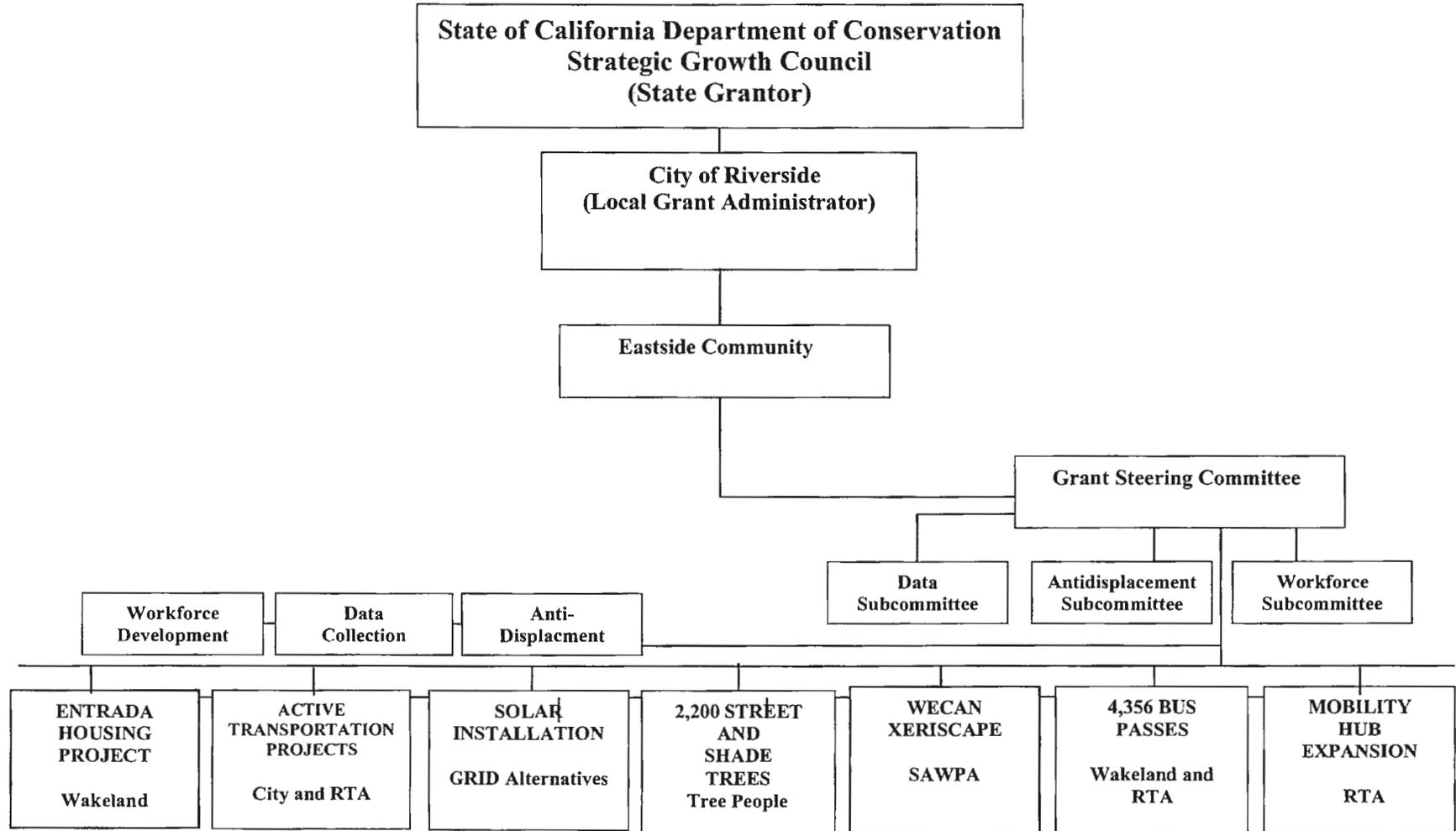
CURRENTLY FUNDED PROJECTS

- 1 Park Ave Class IV Protected Bike Lane
- 2 Kansas Ave Class III Bike Route
- 3 Chicago Ave Class II Bike Lane
- 4 Iowa Ave Improvement Project
- 5 Improved Crossing at MLK/Douglass
- 6 Dwight Ave New Sidewalk
- 7 Linden Ave Class III Bike Route
- 8 New Ped Signal at Linden/Cranford
- 9 New Ped Signal at 3rd/Trade Center Dr
- 10 RTA Vine St Mobility Hub

Scale: 1:6,500

EXHIBIT "B"
ORGANIZATION CHART

Exhibit “B”
Eastside Climate Collaborative
 A Transformative Climate Communities Implementation Grant



[Rev. 12/09/19]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/26/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cavignac & Associates 450 B Street, Suite 1800 San Diego CA 92101	CONTACT NAME: Certificate Department
	PHONE (A/C, No, Ext): 619-744-0574 FAX (A/C, No): 619-234-8601
	E-MAIL ADDRESS: certificates@cavignac.com
	INSURER(S) AFFORDING COVERAGE
	NAIC #
	INSURER A : Philadelphia Indemnity Ins. Co 18058
	INSURER B : Oak River Insurance Company 34630
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

INSURED: WAKEHOU-01 Wakeland Housing & Development
1230 Columbia Street #950
San Diego, CA 92101

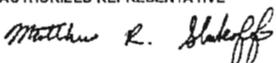
COVERAGES CERTIFICATE NUMBER: 278189988 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GE - AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		PHPK2001223	6/30/2019	6/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK2001223	6/30/2019	6/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB682075	6/30/2019	6/30/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY AN PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WAWC011829	9/27/2019	9/27/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

APPROVED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: DISPOSITION, DEVELOPMENT AND LOAN AGREEMENT, 1705, 1719, 1725, 1733, 1747, 1753, and 1761 SEVENTH STREET (ENTRADA). Additional Insured coverage applies to General Liability for The Housing Authority of the City of Riverside and its officers, agents, employees, representatives and volunteers per policy form. Excess/Umbrella policy follows form over underlying policies: General Liability, Auto Liability & Employers Liability (additional insured and waiver of subrogation apply). If the insurance company elects to cancel or non-renew coverage for any reason other than nonpayment of premium Cavignac & Associates will provide 30 days notice of such cancellation or nonrenewal.

CERTIFICATE HOLDER Housing Authority of the City of Riverside 3900 Main Street Riverside, CA 92522	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**FIRST AMENDMENT TO PARTNERSHIP AGREEMENT
FOR THE COLLABORATIVE STAKEHOLDER STRUCTURE
FOR THE EASTSIDE CLIMATE COLLABORATIVE TRANSFORMATIVE CLIMATE
COMMUNITIES INITIATIVE**

THIS FIRST AMENDMENT TO PARTNERSHIP AGREEMENT FOR THE COLLABORATIVE STAKEHOLDER STRUCTURE FOR THE EASTSIDE CLIMATE COLLABORATIVE TRANSFORMATIVE CLIMATE COMMUNITIES INITIATIVE ("First Amendment") is made and entered into this 25th day of March, 2021, by and between THE CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"); THE COUNTY OF RIVERSIDE, a political subdivision of the State of California, through the County of Riverside Department of Housing, Homelessness Prevention and Workforce Solutions (formerly the "Economic Development Agency") Economic Development Agency ("County"); WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS, a California joint powers authority ("WRCOG"); WAKELAND HOUSING & DEVELOPMENT CORPORATION, a California nonprofit public benefit corporation ("Wakeland"); RIVERSIDE TRANSIT AGENCY, a California joint-powers-authority- ("Transit-Agency"); GRID ALTERNATIVES, a California nonprofit corporation ("GRID"); TREEPEOPLE, INC., a California nonprofit corporation; SAFE ROUTES TO SCHOOL NATIONAL PARTNERSHIP, a California nonprofit corporation ("Safe Routes"); SANTA ANA WATERSHED PROJECT AUTHORITY, a California joint powers authority ("SAWPA"), RIVERSIDE UNIFIED SCHOOL DISTRICT, a public school district duly organized and existing under the laws of the State of California ("RUSD") (each a "Project Partner" and collectively the "Project Partners"); THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California nonprofit corporation formed under Article IX of the California Constitution, as represented by University of California Riverside Center for Environmental Research and Technology ("UCR" or "Data Partner"); RIVERSIDE COMMUNITY HEALTH FOUNDATION, a California nonprofit corporation ("Foundation" or "Outreach Partner"); and COMMUNITY SETTLEMENT ASSOCIATION OF RIVERSIDE, a California nonprofit corporation ("CSA" or "Non-Displacement Partner"). Together, the Project Partners, Data Partner, Outreach Partner, and Non-Displacement Partner may hereafter be referred to individually as "Partner" and collectively as "Partners". Together, the City and Partners may hereafter be referred to individually as "Party" or collectively "Parties".

RECITALS

A. On February 27, 2020, City, as Lead Applicant, and Partners, as Co-Applicants, applied to the California Strategic Growth Council ("SGC") for a grant, as part of SGC's Transformative Climate Communities ("TCC") program, for the development and implementation of a neighborhood climate sustainability plan to reduce greenhouse gas emissions, foster public health and environmental benefits, and catalyze economic opportunity and shared prosperity within the eastside community of the City of Riverside ("Eastside Climate Collaborative").

B. On February 27, 2020, City, County, WRCOG, Wakeland, Transit Agency, GRID, Safe Routes, SAWPA, UCR, Foundation, and CSA entered into a Partnership Agreement for the Collaborative Stakeholder Structure for the Eastside Climate Collaborative Transformative Climate Communities Initiative ("Partnership Agreement"), wherein they agreed upon a

governance structure and terms of operation required to implement the Eastside Climate Collaborative.

C. At its meeting on June 25, 2020, the SGC awarded Nine Million One Hundred Thousand Dollars (\$9,100,000) to fund the Eastside Climate Collaborative.

D. Parties are committed to the effective implementation of the Eastside Climate Collaborative and recognize that community partnerships and public participation are integral to the success of the project.

E. To further facilitate such partnerships and participation, the Parties now desire to amend the Partnership Agreement to add the Riverside Unified School District as a partner, to include a more flexible mechanism for the future joinder of partners, and to address the public health and safety challenges presented by the ongoing novel coronavirus pandemic ("COVID-19").

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1. Riverside Unified School District, a public school district duly organized and existing under the laws of the State of California ("RUSD"), is hereby added to the Partnership Agreement as a Project Partner.

2. Section 1.3, AHSC Guidelines, is hereby amended as follows:

"1.3 AHSC Guidelines. 'AHSC Guidelines' shall mean the 2018/2019 AHSC Final Guidelines, adopted on October 31, 2019 and amended December 9, 2019."

3. Section 1.9, Critical Community Investment Project, is hereby deleted in its entirety and replaced with the following:

"1.9 TCC-Funded Project. 'TCC-Funded Project' shall mean a project implemented with TCC Grant Funds."

Accordingly, all references to "Critical Community Investment Project" or "CCI Project" shall be replaced with references to "TCC-Funded Project."

4. Section 1, Definitions, is hereby amended to also include the following:

"Public Health Emergency. 'Public Health Emergency' shall mean the duration of the COVID-19 pandemic so long as at least one of the following exists with respect to COVID-19: (1) a local health emergency as declared by the County of Riverside, (2) a state of emergency as declared by the State of California, or (3) a national emergency as declared by the United States of America."

5. Section 10.2, Membership, is hereby amended as follows:

"10.2 Membership. Leadership Council shall consist of eighteen (18) seats. Each of the twelve (12) Parties to this Partnership Agreement shall designate one

individual to represent that Party on the Leadership Council. Additionally, five (5) seats shall be 'Community Seats', consisting of two (2) representatives from Project area businesses, two (2) representatives from community benefit organizations located in, or with outreach to, the Project area, and one (1) resident from the Project area, as well one (1) seat shall be a 'Youth Seat', filled by an individual or organization from the Project Area representative of the youth demographic. All representatives on the Leadership Council will hereafter be referred to as 'Members'.

a. Filling, Adding, or Removing Party Seats. Any organization or individual that is a party to this Partnership Agreement will be a member on the Leadership Council, so removal or addition of a party to this Partnership Agreement will likewise remove or add a member to the Leadership Council. In the event that the removal or addition of a Party decreases or increases the number of seats on the Leadership Council, no further amendment to this Partnership Agreement shall be required, but such change shall be reflected in the bylaws of the Leadership Council.

b. Filling, Adding, or Removing Community Seats or Youth Seat. The Leadership Council shall be responsible for appointing representatives to the Community Seats and the Youth Seat. Entities and individuals who are not parties to this Partnership Agreement but wish to serve on the Leadership Council in the Community Seats or Youth Seat(s), must submit a request to City for appointment onto the Leadership Council. City will then forward that request to the Leadership Council for discussion at a duly noticed and open meeting. The decision of the Leadership Council to appoint an applicant shall require an affirmative vote of two-thirds of the membership present and voting. Members in the Community Seats and Youth Seat(s) may resign, at any time, upon written notice to City. The Leadership Council may, at any time, increase the number of Community Seats and Youth Seats, but may not otherwise decrease the number of Community Seats and Youth Seats below that which is set forth in this Partnership Agreement, without written amendment to this Partnership Agreement. At all times, the number of Community Seats and Youth Seats shall be reflected in the bylaws of the Leadership Council."

6. Section 10.3, Meetings, is hereby amended to add the following subsection (g):

"g. Public Health Emergency. Notwithstanding the foregoing, in limited circumstances, the Leadership Council is authorized to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the Leadership Council. Any requirement set forth herein in this Partnership Agreement or in the bylaws of the Leadership Council, expressly or impliedly, requiring the physical presence of Members, or their representatives and personnel, or of the public as a condition of participation in or quorum for a

public meeting, is hereby waived for the duration of any Public Health Emergency if health officials have imposed or recommended social distancing measures. In such circumstances, City shall give notice as to the means by which members of the public may observe the meeting and offer public comment. At all times, the Leadership Council shall make all reasonable efforts to maximize transparency and provide the public access to meetings.”

7. Section 11.3, Co-Applicant Substitution, is hereby amended as follows:

“11.3 Partner Joinder, Substitution, and Removal. City, as the Lead Applicant, may join, substitute, or remove individual Partners (also referred to as ‘Co-Applicants’) to this Partnership Agreement, on an as needed basis. However, no substitution or removal of a Partner may occur without the prior approval of the Leadership Council. The decision of the Leadership Council to approve the removal or substitution of a Partner shall require an affirmative vote of two-thirds of the membership present and voting. The joinder of additional Partners shall not otherwise require the prior approval of the Leadership Council but shall be reported to the Leadership Council at the next duly noticed and open meeting, and the bylaws amended accordingly. In order for any person or entity to be added as a Partner to this Partnership Agreement, such person or entity shall have executed and delivered to City a joinder agreement to the Partnership Agreement substantially in the form of Exhibit ‘C’, attached hereto and incorporated herein. A joinder will not be deemed effective until the City has accepted and agreed to the joinder.”

8. Exhibit C, Partner Joinder Form, is hereby attached hereto and incorporated herein.

9. Any provision of the Partnership Agreement which has not been specifically amended herein shall remain in full force and effect.

(SIGNATURES ON FOLLOWING PAGES.)

IN WITNESS WHEREOF, the PARTIES hereto have caused this First Amendment to Partnership Agreement to be executed on the date first set forth above.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

Date: March 25, 2021

By: 
Moises Lopez
Deputy City Manager for
City Manager

ATTESTED TO:

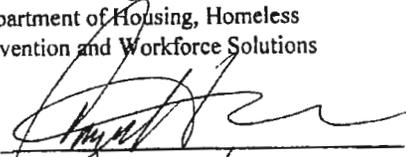
By: 
Interim City Clerk

APPROVED AS TO FORM:

By: 
Deputy City Attorney

Date: _____

THE COUNTY OF RIVERSIDE,
a political subdivision of the State of
California, through the County of Riverside
Department of Housing, Homeless
Prevention and Workforce Solutions

By:  _____

Name: Carrie Harner

Its: 3-19-21 Asst. Director

Dated: 3-19-21

By: _____

Name: _____

Its: _____

FORM APPROVED COUNTY COUNSEL

BY: Lisa Sanchez 3/18/2021
LISA SANCHEZ DATE

Date: _____

WESTERN RIVERSIDE COUNCIL OF
GOVERNMENTS, a California joint powers
authority

By: Rick Bishop

Name: Rick Bishop

Its: Executive Director

Dated: January 11, 2021

By: _____

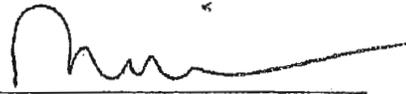
Name: _____

Its: _____

Dated: _____

Date: 1/11/2021

WAKELAND HOUSING &
DEVELOPMENT CORPORATION,
a California nonprofit public benefit
corporation

By: 

Name: Rebecca Louie

Its: Vice President & Chief Operating Officer

Dated: 1/11/2021

By: _____

Name: _____

Its: _____

Dated: _____

Date: 1-15-2021

RIVERSIDE COMMUNITY HEALTH
FOUNDATION,
a California nonprofit corporation

By: [Signature]

Name: Jose Campos

Its: Chair of Board

Dated: 01/15/2021

By: Daniel Anderson

Name: Daniel Anderson

Its: President / CEO

Dated: 01/14/21

Date: _____

RIVERSIDE TRANSIT AGENCY,
a California joint powers authority

DocuSigned by:
By: Larry Rubio
6283E2561A2D48P...

Name: Larry Rubio

Its: CEO

Dated: 1/14/2021

DocuSigned by:
By: Barbara Raileanu
A6ABD4300602401...

Name: Barbara Raileanu

Its: General Counsel

Dated: 1/14/2021

Date: 1/12/2021

GRID ALTERNATIVES,
a California nonprofit corporation

By: Jaime Alonso Digitally signed by
jalonso@gridalternatives.org
DN: cn=jalonso@gridalternatives.org
Date: 2021.01.12 15:44 -0800

Name: Jaime Alonso

Its: Executive Director

Dated: 1/12/2021

By: _____

Name: _____

Its: _____

Dated: _____

Date: January 8, 2021

RIVERSIDE UNIFIED SCHOOL DISTRICT,
a California public school district

By: Mays Kakish

Name: Mays Kakish

Its: Chief Business Officer/Governmental Relations

Dated: January 8, 2021

By: _____

Name: _____

Its: _____

Dated: _____

Date: _____

SAFE ROUTES TO SCHOOL NATIONAL
PARTNERSHIP,
a California nonprofit corporation

By: Cassandra Isidro

Name: Cassandra Isidro

Its: President and Executive Director

Dated: 1/11/2021

By: _____

Name: _____

Its: _____

Dated: _____

Date: _____

SANTA ANA WATERSHED PROJECT
AUTHORITY, a California joint powers
authority

By: Richard E. Haller

Name: Richard E. Haller

Its: General Manager

Dated: 1/19/2021

By: _____

Name: _____

Its: _____

Dated: _____

Date: 01/11/2021

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California nonprofit corporation formed under Article IX of the California Constitution, as represented by University of California Riverside Center for Environmental Research and Technology

By: 
Name: Ursula N. Pitts
Its: Preward Manager
Dated: 01/11/2021

By: _____
Name: _____
Its: _____
Dated: _____

Date: 01/15/21

COMMUNITY SETTLEMENT
ASSOCIATION OF RIVERSIDE,
a California nonprofit corporation

By: Thomas A. Rodgers

Name: Thomas A. Rodgers

Its: Chair

Dated: 01/15/21

By: Daniel Anderson

Name: Daniel Anderson

Its: President/CEO

Dated: 01/14/21

Date: _____

TREEPEOPLE, INC.,
a California nonprofit corporation

By: Cindy Montanez

Name: Cindy Montanez

Its: Chief Executive Office

Dated: January 13, 2021

By: _____

Name: _____

Its: _____

Dated: _____

EXHIBIT "C"
Partnership Joinder Form

JOINDER AGREEMENT

THIS JOINDER AGREEMENT ("Joinder Agreement") is made and entered into this ___ day of ___, 20___, by _____ ("Joining Party"), and delivered to the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), pursuant to Section 11.3 of the Partnership Agreement for the Collaborative Stakeholder Structure for the Eastside Climate Collaborative Transformative Climate Communities Initiative, dated as of February 27, 2020, and thereafter amended ("Partnership Agreement").

RECITALS

- A. Joining Party wishes to be added to the Partnership Agreement as a (*Project Partner/Data Partner/Outreach Partner/Non-Displacement Partner*).
- B. Pursuant to Section 11.3 of the Partnership Agreement, Joining Party is required to execute and deliver to City this Joinder Agreement.
- C. All capitalized terms used herein shall have the same meaning ascribed in the Partnership Agreement.

NOW, THEREFORE, Joining Party agrees as follows:

AGREEMENT

- 1. Joinder. Joining Party hereby acknowledges that it has received a complete copy of the Partnership Agreement and has reviewed all Performance Terms and agrees, upon the acceptance by City of this Joinder Agreement, that the Joining Party shall become a party to the Partnership Agreement and shall be fully bound by and subject to all of the covenants, terms, and conditions of the Partnership Agreement as a (*Project Partner/Data Partner/Outreach Partner/Non-Displacement Partner*) as though originally a party thereto.
- 2. Counterparts. This Joinder Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. This joinder may be executed and delivered by electronic means, including by delivery of a .PDF signature.

(Signatures on Following Page.)

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement as of the date set forth below.

Date : _____

[Joining Party]

By: _____

Name:

Title:

By: _____

Name:

Title:

Address:

Accepted and Agreed:

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: _____
City Manger

Attested to:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Deputy City Attorney

EXHIBIT “C”

Project

Indicator Tracking Plan		Lead Entity: City of Riverside and UCR CE-CERT		
<p>Plan Description: The Evaluation Technical Assistance Provider, UC Riverside - College of Engineering, Center for Environmental Research & Technology (CE-CERT), will support the Eastside Climate Collaborative TCC Project to fulfill the Data and Indicator Tracking and Reporting requirements by providing a program evaluation framework for the entire TCC Project. In collaboration with the Riverside Community Health Foundation (RCHF), CE-CERT will collect quantitative and qualitative data on the TCC Project, and additionally provide Grantees and Partners with technical assistance on data collection (data indicators for quantifying environmental, health, economic, and community benefits of the projects) in order to produce annual California Air Resources Board (CARB) and project findings reports. They will also support TCC communications by coordinating the production of two narrative profiles per year, for inclusion in forums such as the CARB and SGC Annual Reports. The City of Riverside will also coordinate the Indicator Tracking Plan with the Partners and the Evaluation Technical Assistance Provider.</p>				
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
ITP 1: Grantee Indicator Tracking Plan				
Task 1: Grantee and Partner Indicator Tracking			\$ 399,600.00	\$0
A: Determine budget allocation for ITP1 based on the indicator tracking needs of Grantee and Partners	A: Summary of indicator tracking and reporting budget allocation for Grantee and Partners	September 30 of each year and throughout the grant term		
B: Provide Indicator Reports to Evaluation Technical Assistance Provider	B: Annual Indicator Reports with: 1. Data Indicators 2. Jobs Reporting			
C: Provide Evaluation Data and Information to Evaluation Technical Assistance Provider	C: Participation in Evaluation Surveys, Interviews, Focus Groups, Information Requests			
Lead Entity Indirect Costs	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement.	Grant Term	\$ 44,400.00	\$0
ITP 1 Subtotal			\$ 444,000.00	\$0
ITP 2: Evaluation Technical Assistance Provider Scope of Work				

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3
Grant Number: SGC20106, City of Riverside

Task 1: Site-Specific Evaluation Plan			\$ 605,687.70	\$0
A: Update Site-Specific Evaluation Plan (evaluation methodology, logic models, control site identification)	A: Eastside Climate Collaborative Evaluation Plan	Draft Evaluation Plan due May 31, 2021; Final Evaluation Plan due June 30, 2021		
B: Create Indicator Tracking Plan	B. Indicator Tracking Plan	Draft due with Evaluation Plan on May 31, 2021; Final due June 30, 2021		
Task 2: Technical Assistance				
A: Create Data Collection Tools for Grantees and Partners	A: Data Collection Tools	May 31, 2021 and throughout the grant term		
B: Assist Grantee and Partners with Data Collection for Indicator Tracking and Reporting	B: Evaluation Technical Assistance to Grantee and Partners			
Task 3: California Air Resources Board Reporting				
A: Compile Indicator Data	A: Raw Data Collection	November 15 of each year throughout the grant term		

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3
 Grant Number: SGC20106, City of Riverside

B: Use CARB quantification methodologies to calculate GHG Emissions Reductions and Community Co-Benefits, as needed. Updated reporting is needed for changes to GHGs and tracked jobs and household-level data (solar, energy, and water efficiency projects).	B: CARB Reporting Templates	May 15, 2021, and November 15 of each year throughout the grant term		
Task 4: Annual Reports				
A: Collect and Aggregate Data (Baseline Data; Secondary Data; Primary Data: Indicators, Surveys, Interviews, Focus Groups, etc.)	A: Documentation of Methods	December 15 of each year		
B: Write Annual Findings Report	B: Annual Reports (Years 1-5)	Draft Annual Report: January 15 of each year; Final Annual Report: March 15 of each year throughout the grant term		
C: Present Annual Findings	C: Annual Presentation of Findings (Years 1-5)	April 15 of each year throughout the grant term		
Task 5: Process Evaluations				
A: Collect Output Data from Grantees	A: Annual Process Evaluation Memo (Years 1-5)	May 15 of each year throughout the grant term		
B: Conduct Surveys, Interviews, Focus Groups with TCC Stakeholders				
C: Interview TCC Program Staff				

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3
 Grant Number: SGC20106, City of Riverside

D: Observe TCC Meetings				
E: Write Annual Process Evaluation of TCC Program				
Task 6: TCC Communications				
A: Develop Project/People Profiles highlighting work to communicate with the public and stakeholders. Coordinate Profile Selections with TCC Program and SGC Communications staff prior to development	A: Narrative Profiles (2 per year), each including: 1. Brief copy (400 words) 2. Quotes (1-2) 3. High-resolution photos (2-3)	November 30 and March 31 of each year during the grant term		
Lead Entity Indirect Costs	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement.	Grant Term	\$ 60,312.30	\$0
			ITP 2 Subtotal	\$ 666,000.00
			Plan Total	\$ 1,110,000.00

EXHIBIT "D"

Budget

TASK #	COST CATEGORY	COST DESCRIPTION	COST PER UNIT (\$)	UNITS	TOTAL PROJECT COST	TCC GRANT FUNDS
1-Jan	Indirect Costs	9.6 % of total direct costs				
1a-b	Direct Costs	20 hrs per year (year 1) - VP Health Strategies	\$ 86.25	20	\$ 1,725.00	\$ 1,725.00
1a-b	Direct Costs	10 hrs per year (Year 1) - Program Evaluator	\$ 45.49	10	\$ 454.90	\$ 454.90
1a-b	Direct Costs	5 hrs per year (Year1) - Program Evaluation Assistant	\$ 32.01	5	\$ 160.05	\$ 160.05
1c	Direct Costs	5 hrs per year (Year 1) - Program Evaluator	\$ 45.49	5	\$ 227.45	\$ 227.45
1d	Direct Costs	5 hrs per year for 5 years - VP Health Strategies	\$ 86.25	25	\$ 2,156.25	\$ 2,156.25
1d	Direct Costs	5 hrs per year for 5 years - Program Evaluator	\$ 55.00	25	\$ 1,375.00	\$ 1,375.00
1d	Direct Costs	5 Additional licenses for the Strategy Management System (annual cost pp x 4y)	\$ 650.00	20	\$ 13,000.00	\$ 13,000.00
1e	Direct Costs	Cost to support the focus groups and community conversations	\$ 5,500.00	4	\$ 22,000.00	\$ 22,000.00
1e-g	Direct Costs	20 hrs per year for 5 years - Program Evaluator	\$ 45.49	100	\$ 4,549.00	\$ 4,549.00
1e-g	Direct Costs	10 hrs per year for 5 years - Program Evaluation Assistant	\$ 32.01	50	\$ 1,600.50	\$ 1,600.50
1h	Direct Costs	10 hrs per year for 5 years - Program Evaluator	\$ 45.49	50	\$ 2,274.50	\$ 2,274.50
1h	Direct Costs	10 hrs per year for 5 years - Program Evaluation Assistant	\$ 32.01	50	\$ 1,600.50	\$ 1,600.50
1i	Direct Costs	10 hrs per year for 5 years - VP Health Strategies	\$ 86.25	50	\$ 4,312.50	\$ 4,312.50
1i	Direct Costs	10 hrs per year for 4 years - Digital Marketing Specialist	\$ 29.27	40	\$ 1,170.80	\$ 1,170.80
1i	Direct Costs	50 hrs per year for 4 years - Marketing and Development Specialist	\$ 38.08	200	\$ 7,616.00	\$ 7,616.00
Total Direct Cost					\$ 64,222.45	
Total Indirect (9.6%)					\$ 6,165.30	

EXHIBIT "E"

Key Personnel

EXHIBIT "E"

Key Personnel

Vice President of Health Strategies

Shené Bowie- Hussey, DrPH, MPH, ACSM is the VP of Health Strategies. Dr. Shené's background includes more than 20 years of developing, implementing, and evaluating programs and services designed to meet the public health and communication needs of the community. This includes work with public, private, and faith-based organizations; schools; community groups; and individuals. She holds a bachelor's degree in Sport Science and Exercise Physiology from the University of the Pacific, a Master of Public Health degree (MPH – Maternal and Child Health) from George Washington University, and a Doctor of Public Health degree (DrPH – Health Education) from Loma Linda University. She will ensure the project and grant deliverables are completed and will spend her time meeting with the community engagement team, the TCC Climate Collaborative Project Leads, RCHF Health Strategies Evaluation Assistant, and RCHF Health Strategies Evaluator.

Health Strategies Program Evaluator

Mike Matthews, PhD, brings extensive program evaluation and consulting experience with public health and criminal justice programs. His role requires him to monitor and evaluate collection and quality improvement initiatives throughout the organization; coordinate grant projects by developing systems for data collections, reporting criteria and grant records; develop and implement a process for routine analysis on program process and outcome data, and for grant projects; draft written reports and presentations related to evaluation process and findings; design and develop data collection and program evaluation tools. This includes the development and administering of survey instruments, forms and questionnaires, monitoring grant/project timeline and assists in project reports and preparing statistical summaries and data comparisons for report submissions. He will lead the RCHF partnership activities with UCR C-CERT.

Health Strategies Program Evaluation Assistant

Lauren Randall, MPH, CHES is the Program Evaluation Assistant and possesses a Master of Public Health, with a specialization in Health Promotion and Evaluation. She will ensure that all evaluation pieces are in place for Task 1a-i. Lauren brings to RCHF an educational background in Health Promotion, Education, & Evaluation, and experience in data analysis in the health/community health fields. In her new role, Lauren will support RCHF and Community Settlement Association (CSA) programs in the development and implementation of effective evaluation processes. She will assist with a variety of complex technical and supportive services involving data analysis, grant and project coordination, compile reports, develop evaluation tools, and other related duties.

Graphic Designer and Marketing Specialist

Graphic Designer and Marketing Specialist is responsible for the development and maintenance of all RCHF branded content. They interpret and transform concepts and ideas, sometimes developed by others, into descriptive visual materials in varying formats. They also ensure that graphic deliverables' aesthetically meet the requirements of the projects and of the foundations' brand standards

EXHIBIT "F"

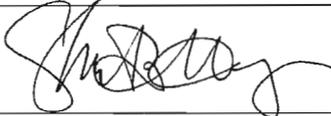
Authorized Signatures on Transaction Documents

SECRETARY'S CERTIFICATE
Riverside Community Health Foundation

I, DWIGHT M. MONTGOMERY, the undersigned Secretary of RIVERSIDE COMMUNITY HEALTH FOUNDATION, a California nonprofit public benefit corporation (“**Corporation**”), do hereby deliver this Secretary’s Certificate (“**Certificate**”) in connection with the transactions (“**TCC Transactions**”) contemplated by that certain *Transformative Climate Communities Subrecipient Agreement* (including all attached and/or related documents, certificates, instruments, and agreements, “**TCC Documents**”), and do hereby certify that the following is true and correct:

A. Resolution. On March 22, 2021, the Board of Directors of this Corporation by a vote of twelve (12) yea and zero (0) nay at a proper meeting authorized the execution, delivery, and performance of the TCC Documents in connection with, and contemplated by, the TCC Transactions. Moreover, Desiree Santos-Kho, shall act as the “Grant Manager” and Shené Bowie-Hussey, DrPH, MPH, ACSM, Vice President of Health Strategies/Chief Strategic Officer, shall have the ultimate authority and approval of all project-related invoicing and billing, all pursuant to Section 18 of the *Transformative Climate Communities Subrecipient Agreement*.

B. Incumbency. The persons named below are duly elected, holding the office of the Corporation set forth opposite her/his name, and her/his genuine signature set forth opposite her/his name:

Name	Office	Signature
Jose Campos	Chair, RCHF Board	
Dan Anderson, D. Min.	President/CEO	
Shené Bowie-Hussey, DrPH	Vice President/CSO	

EXECUTED on March 22, 2021

Dwight Montgomery

DWIGHT M. MONTGOMERY, Corporation Secretary