

**SUB-RECIPIENT AGREEMENT FOR THE USE OF TRANSFORMATIVE CLIMATE  
COMMUNITIES PROGRAM PLANNING GRANT FUNDS**

This Sub-Recipient Agreement for the use of Transformative Climate Communities Planning Grant Funds ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, by and through its Economic Development Agency ("COUNTY"), and the CITY OF RIVERSIDE, a California charter city and municipal corporation ("SUB-RECIPIENT"). The COUNTY and SUB-RECIPIENT are individually referred to herein as a "Party" and collectively as the "Parties."

**RECITALS**

**WHEREAS**, the COUNTY and SUB-RECIPIENT submitted an application as lead applicant and co-applicant, respectively (Application), for the Transformative Climate Communities ("TCC") Planning Grant ("TCC Planning Grant") in response to a Notice of Funding Availability published by the California Strategic Growth Council ("SGC");

**WHEREAS**, the TCC program is administered by the SGC and implemented by the California Department of Conservation ("DOC");

**WHEREAS**, The purpose of the TCC program is to provide funds from Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, to help local jurisdictions develop strategies to reduce carbon emissions, improve air quality, and build resiliency in the face of a changing climate, with a focus on low-income and disadvantaged communities;

**WHEREAS**, the purpose of the TCC Planning Grant is to fund planning activities in preparation of applying for a TCC Implementation Grant, which provides funds to implement neighborhood-level plans that include multiple, coordinated projects that reduce greenhouse gas emissions and achieve other community benefits;

**WHEREAS**, the Application was selected by the SGC on January 29, 2018

1 for a TCC Planning Grant award in the amount of one hundred seventy thousand dollars  
2 (\$170,000) ("TCC Grant");

3           **WHEREAS**, pursuant to the TCC guidelines, TCC Grant agreements are  
4 executed between the DOC and the lead applicant only; therefore, the terms of the TCC  
5 Planning Grant are memorialized in an agreement between the DOC and the COUNTY,  
6 as lead applicant, the term of which agreement is twelve months ("TCC Grant  
7 Agreement"), a copy of which is attached hereto as **Exhibit A** and incorporated herein by  
8 this reference. Activities under the TCC Grant Agreement that are carried out by the  
9 COUNTY's co-applicant, which co-applicant is the SUB-RECIPIENT, are set forth in the  
10 Sub-Recipient TCC Planning Activities, attached hereto as **Exhibit B** and incorporated  
11 herein by this reference;

12           **WHEREAS**, the COUNTY intends to utilize \$20,209 in funds derived from  
13 the TCC Grant to pay for the activities identified in the County TCC Planning Activities,  
14 attached hereto as **Exhibit D** and incorporated herein by this reference; and

15           **WHEREAS**, the Parties desire to enter into this Agreement to provide for  
16 the grant of the balance of the TCC Grant funds in the amount of \$149,791 from COUNTY  
17 to SUB-RECIPIENT for use in connection with the performance of the activities related to  
18 the TCC Grant, set forth in the Sub-Recipient TCC Planning Activities, attached hereto  
19 as **Exhibit B** and incorporated herein by this reference.

20           **NOW, THEREFORE**, COUNTY and SUB-RECIPIENT mutually agree as  
21 follows:

22           1.     **PURPOSE**. The purpose of this Agreement is to provide grant  
23 funding to SUB-RECIPIENT for use in connection with the activities set forth in the TCC  
24 Grant Agreement and the Sub-Recipient TCC Planning Activities, copies of which are  
25 attached hereto as **Exhibit A** and **Exhibit B**, respectively, and each incorporated herein  
26 by this reference.  
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1                   2.     TERM OF AGREEMENT. This Agreement shall become effective  
2 upon the Effective Date, as defined in Section 38 below, and shall continue in full force  
3 and effect for a period of one year, unless terminated earlier ("Term"); provided, however,  
4 in no event shall the Term of this Agreement exceed the term of the TCC Grant  
5 Agreement.

6                   2A. GRANT. Subject to SUB-RECIPIENT's satisfaction of the conditions  
7 precedent set forth in this Agreement, the TCC Grant Agreement, and the Sub-Recipient  
8 TCC Planning Activities, COUNTY shall grant to SUB-RECIPIENT One Hundred Forty  
9 Nine Thousand Seven Hundred Ninety One Dollars (\$149,791) ("Sub-Grant Funds"),  
10 derived from TCC Grant funds, upon the terms and conditions set forth herein, to fund  
11 SUB-RECIPIENT's activities related to the TCC Grant as more specifically described in  
12 the Sub-Recipient TCC Planning Activities, attached hereto as **Exhibit B** and  
13 incorporated herein by this reference.

14                   The total amount of grant funds disbursed to the SUB-RECIPIENT under  
15 this Agreement to provide the services identified in the Sub-Recipient TCC Planning  
16 Activities attached hereto as Exhibit B, shall not exceed the amount of the Sub-Grant  
17 Funds, including all expenses. The COUNTY is not responsible for any fees or costs  
18 above or beyond the Sub-Grant Funds, and shall have no obligation to purchase any  
19 specified amount of services or products, unless agreed to by the COUNTY in writing. In  
20 no event shall the cumulative grant amount set forth in this Agreement, and any  
21 amendments hereto, exceed the maximum total amount of ONE HUNDRED FORTY  
22 NINE THOUSAND SEVEN HUNDRED NINETY ONE DOLLARS (\$149,791), including all  
23 expenses.

24                   2B. DISBURSEMENT OF SUB- GRANT FUNDS. Subject to Sub-  
25 Recipient's satisfaction of the conditions precedent set forth herein, COUNTY, through its  
26 Economic Development Agency ("EDA"), shall: (1) make payments of the Sub-Grant  
27 Funds to SUB-RECIPIENT as designated in Exhibit B, and (2) monitor SUB-RECIPIENT's  
28 activities under this Agreement to ensure compliance with applicable federal, state and  
local laws, regulations ordinances and the terms of this Agreement. The SUB-RECIPIENT

1 intends to use the Sub-Grant Funds to undertake planning activities in preparation of  
2 applying for a TCC Implementation Grant. The Sub-Grant Funds will be disbursed to  
3 SUB-RECIPIENT on a "cost-as-incurred" basis for all eligible approved costs under this  
4 Agreement and as specified below.

5 The SUB-RECIPIENT shall be paid only in accordance with an invoice submitted  
6 to the COUNTY by SUB-RECIPIENT conforming to Exhibit E attached hereto and  
7 incorporated herein by this reference, and COUNTY shall pay the invoice within thirty (30)  
8 working days from the date of receipt of the invoice. Payment shall be made to SUB-  
9 RECIPIENT only after services have been rendered or delivery of materials or products,  
10 and acceptance has been made by COUNTY.

11 a. Each invoice shall contain a minimum of the following information:  
12 invoice number and date; remittance address; itemization of the description of the work  
13 (hourly rate and extensions, if applicable); and an invoice total and shall conform to the  
14 Invoice Form attached hereto as Exhibit E and incorporated herein by this reference.

15 b. In accordance with California Government Code Section 926.10,  
16 COUNTY is not allowed to pay excess interest and late charges.

17 c. The COUNTY obligation for payment of this Agreement beyond the  
18 current fiscal year end is contingent upon and limited by the availability of the COUNTY  
19 funding from which payment can be made. No legal liability on the part of the COUNTY  
20 shall arise for payment beyond June 30 of each calendar year unless funds are made  
21 available for such payment. In the event that such funds are not forthcoming for any  
22 reason, the COUNTY shall immediately notify the SUB-RECIPIENT in writing; and this  
23 Agreement shall be deemed terminated and have no further force and effect.

24 2C. DISTRIBUTION OF GRANT FUNDS. Any disbursement of funds  
25 is expressly conditioned upon the satisfaction of conditions set forth in **Section 3** The  
26 COUNTY shall pay SUB-RECIPIENT the sum specified in **Section 2A** above on a "cost-  
27 as-incurred" basis for all eligible approved set forth in the Sub-Recipient TCC Planning  
28 Activities attached hereto as **Exhibit B**.

1                   3.     SUB-RECIPIENT'S OBLIGATIONS:     SUB-RECIPIENT shall  
2 complete the following activities during the term of this Agreement, subject to its receipt  
3 of the Sub-Grant Funds:

- 4                   a.     Use Sub-Grant Funds solely for payment of necessary and  
5 reasonable eligible costs incurred during undertaking of the  
6 activities described in the Sub-Recipient TCC Planning  
7 Activities attached hereto as **Exhibit B**.
- 8                   b.     Undertake all activities described in the Sub-Recipient TCC  
9 Planning Activities attached hereto as **Exhibit B** within the  
10 boundaries of the TCC Grant Planning Area as set forth on  
11 the TCC Planning Area Map attached hereto as Exhibit C and  
12 incorporated herein by this reference.
- 13                  c.     Monitor activities under this Agreement to ensure compliance  
14 as SUB-RECIPIENT under the applicable TCC program  
15 regulations set forth by the SGC and DOC.

16                   4.     COUNTY'S OBLIGATIONS: COUNTY hereby agrees to undertake  
17 and complete the following activities, subject to its receipt of sufficient TCC Grant funds  
18 from the DOC:

- 19                   a.     Subject to SUB-RECIPIENT's performance of activities set  
20 forth in the Sub-Recipient TCC Planning Activities attached  
21 hereto as **Exhibit B**, provide the total amount of Sub-Grant  
22 Funds identified in Section 1 to SUB-RECIPIENT for financing  
23 of activities described in the Sub-Recipient TCC Planning  
24 Activities.
- 25                   b.     Comply with all of its obligations under the TCC Grant  
26 Agreement as described in the County TCC Planning  
27  
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Sub Recipient Agreement  
Transformative Climate Communities Program Planning Grant  
Activities, attached hereto as Exhibit D and incorporated  
herein by this reference.

5. PRIOR COUNTY APPROVAL. SUB-RECIPIENT shall obtain COUNTY's written approval, through its EDA, of all items requiring such approvals as described in this Agreement.

6. Reserved.

7. EXTENSION OF TERM. COUNTY may grant an extension of the TERM for the purpose of allowing SUB-RECIPIENT to complete activities permitted under this Agreement. SUB-RECIPIENT shall request said extension in writing, stating the reasons therefore. Upon receiving such written request for extension of the TERM, the COUNTY's Assistant County Executive Officer/ECD or designee, shall have the right, on behalf of the COUNTY, to grant or deny such extension request, in its reasonable discretion. In the event a request for extension is approved in writing by the COUNTY's Assistant County Executive Officer/ECD or designee, this Agreement shall be amended by the Parties, without the need to obtain Board of Supervisor's approval, to reflect such extension of the TERM. Every term, condition, covenant, and requirement of this Agreement shall continue in full force and effect during the period of any such extension.

8. Reserved.

9. REALLOCATION OF FUNDS. If substantial progress toward completion, as determined by COUNTY, of the activity is not made in accordance with the completion schedule specified, the funds allocated, reserved, or placed in a trust fund may be reallocated by COUNTY after at least sixty (60) days' prior written notice is given to SUB-RECIPIENT along with the SUB-RECIPIENT's Agreement obligations.

10. Reserved.

11. Reserved.

1           12.    FINANCIAL RECORDS. SUB-RECIPIENT shall maintain financial,  
2 programmatic, statistical, and other supporting records of its operations and financial  
3 activities in accordance with the requirements of the TCC program and the regulations as  
4 amended promulgated thereunder, which records shall be open to inspection and audit  
5 by authorized representatives of COUNTY, DOC, and SGC during regular working hours.  
6 COUNTY, DOC, SGC or any of their representatives, have the right of access to any  
7 pertinent books, documents, papers, or other records of SUB-RECIPIENT, in order to  
8 make audits, examinations, excerpts, and transcripts. Said records shall be retained for  
9 such time as may be required by the regulations of the TCC program, but in no case for  
10 less than five years after the Agreement's Termination Date. If any litigation, claim,  
11 negotiation, audit, or other action has started before the expiration of the regular period  
12 specified, the records must be retained until completion of the action and resolution of all  
13 issues that arise from it, or until the end of the regular period, whichever is later.

14           13.    COMPLIANCE WITH LAWS AND REGULATIONS. By executing  
15 this Agreement, SUB-RECIPIENT hereby certifies that it will adhere to and comply with  
16 all federal, state and local laws and regulations.

17           14.    RECORD RETENTION AND DOCUMENTS. SUB-RECIPIENT shall  
18 make available, upon written request by any duly authorized Federal, State or COUNTY  
19 agency, a copy of this Agreement and such books, documents and records as are  
20 necessary to certify the nature and extent of the SUB-RECIPIENT's costs related to this  
21 Agreement. All such books, documents and records shall be maintained by SUB-  
22 RECIPIENT for at least five years following termination of this Agreement and be  
23 available for audit by the COUNTY. SUB-RECIPIENT shall provide to the COUNTY  
24 reports and information related to this Agreement as requested by COUNTY.

25           15.    STATE REQUIREMENTS. SUB-RECIPIENT shall comply with the  
26 provisions of the TCC program and any amendments thereto and the state regulations  
27 and guidelines now or hereafter enacted pursuant to the TCC program.

28           16.    PROVISION OF DOCUMENTATION. The SUB-RECIPIENT agrees  
to provide COUNTY with all the documentation required by the DOC for the TCC Grant

1 program upon COUNTY's request.

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4 17. NONDISCRIMINATION. SUB-RECIPIENT and its subcontractors, if  
5 any, shall not deny the benefits rendered hereunder to any person on the basis of religion,  
6 color, ethnic group identification, sex, age, physical or mental disability, gender, gender  
7 expression, gender identity, or military or veterans status.

8 18. PROHIBITION AGAINST CONFLICTS OF INTEREST

9 a. SUB-RECIPIENT shall promptly disclose to COUNTY any  
10 potential conflicts of interest, including even the appearance  
11 of conflict that may arise with respect to the activities funded  
12 under this Agreement.

13 b. Any violation of this Section shall be deemed a material  
14 breach of this Agreement shall be immediately terminated by  
15 COUNTY.

16  
17 19. SUB-RECIPIENT ABILITY TO CONTRACT. SUB-RECIPIENT may  
18 enter into contract with sub-contractors to perform SUB-RECIPIENT's activities under the  
19 Agreement subject to the procurement requirements under the TCC Grant Agreement.

20 20. PROGRAM MONITORING AND EVALUATION. SUB-RECIPIENT  
21 shall maintain financial, programmatic, statistical and other supporting records of its  
22 operations and financial activities in accordance with the requirements of the TCC  
23 program. Except as otherwise provided for in this Agreement, SUB-RECIPIENT shall  
24 maintain and submit records to COUNTY within ten business days of COUNTY's request  
25 which clearly documents SUB-RECIPIENT's performance under this Agreement. A list of  
26 document submissions and timeline are shown in **Exhibit B** and such list may be  
27 amended from time to time subject to COUNTY reporting requirements.  
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1           21.   EVENTS OF DEFAULT. The occurrence of any of the following  
2 events shall constitute an "Event of Default" under this Agreement:

- 3           a.    Monetary Default. (1) SUB-RECIPIENT's use of Sub-Grant  
4 Funds for uses inconsistent with terms and restrictions set  
5 forth in this Agreement;
- 6           b.    Non-Monetary Default - Operation. (1) Discrimination by  
7 SUB-RECIPIENT on the basis of characteristics prohibited by  
8 this Agreement or applicable law; (2) any material adverse  
9 change in the condition of SUB-RECIPIENT that gives  
10 COUNTY reasonable cause to believe that activities under  
11 this Agreement cannot be operated according to the terms of  
12 this Agreement;
- 13          c.    Bankruptcy, Dissolution and Insolvency. SUB-RECIPIENT's  
14 (1) filing for bankruptcy, dissolution, or reorganization, or  
15 failure to obtain a full dismissal of any such involuntary filing  
16 brought by another party before the earlier of final relief or  
17 sixty (60) days after such filing; (2) making a general  
18 assignment for the benefit of creditors; (3) applying for the  
19 appointment of a receiver, trustee, custodian, or liquidator, or  
20 failure to obtain a full dismissal of any such involuntary  
21 application brought by another party before the earlier of final  
22 relief or sixty (60) days after such filing; (4) insolvency; or (5)  
23 failure, inability or admission in writing of its inability to pay its  
24 debts as they become due.

25           22.   NOTICE OF DEFAULT AND OPPORTUNITY TO CURE. For  
26 monetary and non-monetary events of default, COUNTY shall give written notice to SUB-  
27 RECIPIENT, of any Event of Default by specifying: (a) the nature of the event of default  
28 or the deficiency giving rise to the default, (b) the action required to cure the deficiency, if  
an action to cure is possible, and (c) a date, which shall not be less than ninety (90)

1 calendar days from the mailing of the notice, by which such action to cure must be taken.  
2 COUNTY agrees that SUB-RECIPIENT and any beneficiary permitted by this Agreement  
3 (collectively, the "Interested Parties") shall have the right to cure any and all defaults under  
4 this Agreement.

5 23. COUNTY REMEDIES. Upon the happening of an Event of Default  
6 and a failure by SUB-RECIPIENT or other Interested Party to cure said default within the  
7 time specified in the notice of default (if an action to cure is specified in said notice),  
8 COUNTY's obligation to disburse Sub-Grant Funds shall terminate, and COUNTY may  
9 also in addition to other rights and remedies permitted by this Agreement or applicable  
10 law, proceed with any or all of the following remedies in any order or combination  
11 COUNTY may choose in its sole discretion:

- 12 a. Terminate this Agreement;
- 13 b. Bring an action in equitable relief (1) seeking the specific  
14 performance by SUB-RECIPIENT of the terms and conditions  
15 of this Agreement, and/or (2) enjoining, abating, or preventing  
16 any violation of said terms and conditions, and/or (3) seeking  
17 declaratory relief; and
- 18 c. Pursue any other remedy allowed at law or in equity.

19 24. OWNERSHIP/USE OF CONTRACT MATERIALS AND  
20 PRODUCTS. The SUB-RECIPIENT agrees that all materials, reports or products in any  
21 form, including electronic, created by the SUB-RECIPIENT for which the SUB-  
22 RECIPIENT has been compensated by the COUNTY pursuant to this Agreement shall  
23 be the sole property of the COUNTY; and may be used by the COUNTY for any purpose  
24 the COUNTY deems to be appropriate, including, but not limited to, duplication and/or  
25 distribution within the COUNTY or to third parties. The SUB-RECIPIENT agrees not to  
26 release or circulate in whole or part such materials, reports or products without prior  
27 written authorization of the COUNTY.

1           25. SUB-RECIPIENT'S WARRANTIES. SUB-RECIPIENT represents  
2 and warrants (1) that it is duly organized, validly existing and in good standing under the  
3 laws of the State of California, (2) that it has the full power and authority to execute and  
4 undertake activities under this Agreement, (3) that the persons executing and delivering  
5 this Agreement are authorized to execute and deliver such documents on behalf of SUB-  
6 RECIPIENT and (4) that neither SUB-RECIPIENT nor any of its principals is presently  
7 debarred, suspended, proposed for debarment, declared ineligible, or voluntarily  
8 excluded from participation in connection with the transaction contemplated by this  
9 Agreement.

10           26. INDEPENDENT CONTRACTOR. The SUB-RECIPIENT is, for  
11 purposes relating to this Agreement, an independent contractor and shall not be deemed  
12 an employee of the COUNTY. It is expressly understood and agreed that the SUB-  
13 RECIPIENT (including its employees, agents and subcontractor's) shall in no event be  
14 entitled to any benefits to which the COUNTY employees are entitled, including but not  
15 limited to overtime, any retirement benefits, worker's compensation benefits, and injury  
16 leave or other leave benefits. COUNTY shall have no obligation to pay or withhold state  
17 or federal taxes or provide workers' compensation or unemployment insurance for or on  
18 behalf of them or SUB-RECIPIENT.

19           There shall be no employer-employee relationship between the parties; and the  
20 SUB-RECIPIENT shall hold the COUNTY harmless from any and all claims that may be  
21 made against the COUNTY based upon any contention by a third party that an employer-  
22 employee relationship exists by reason of this Agreement. It is further understood and  
23 agreed by the parties that the SUB-RECIPIENT in the performance of this Agreement is  
24 subject to the control or direction of the COUNTY merely as to the results to be  
25 accomplished and not as to the means and methods for accomplishing the results.

26           27. SUBCONTRACT FOR WORK OR SERVICES. No contract shall be  
27 made by the SUB-RECIPIENT with any other party for furnishing any of the work or  
28 services under this Agreement without the prior written approval of the COUNTY; but this  
provision shall not require the approval of contracts of employment between the SUB-

1 RECIPIENT and personnel assigned under this Agreement, or for parties named in the  
2 proposal and agreed to under this Agreement.

3 28. INSURANCE.

4 28.1. Without limiting or diminishing the SUB-RECIPIENT's obligation to  
5 indemnify or hold the COUNTY harmless, SUB-RECIPIENT shall procure and maintain  
6 or cause to be maintained, at its sole cost and expense, the following insurance  
7 coverages during the term of this Lease. As respects to the insurance section only, the  
8 COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special  
9 Districts, and Departments, their respective directors, officers, Board of Supervisors,  
10 employees, elected or appointed officials, agents, attorneys or representatives as  
11 Additional Insureds.

12 28.2. Workers' Compensation. SUB-RECIPIENT shall maintain statutory  
13 Workers' Compensation Insurance as prescribed by the laws of the State of California.  
14 The policy shall be endorsed to waive subrogation in favor of the COUNTY of Riverside.

15 28.3. Commercial General Liability. The SUB-RECIPIENT is self-insured for  
16 \$3,000,000 and will provide the COUNTY with a self-insured affirmation letter. SUB-  
17 RECIPIENT agrees that any sublessee shall maintain appropriate Commercial General  
18 Liability insurance coverage, covering claims which may arise from or out of such  
19 sublessee's use of the Premises or any portion thereof. Said policy from the sublessee  
20 shall name the SUB-RECIPIENT and the COUNTY as Additional Insureds With a policy  
21 limit of liability of not less than \$1,000,000 per occurrence combined single limit.

22 28.4. Vehicle Liability. If vehicles or mobile equipment are used in the  
23 performance of the obligations under this Agreement, then SUB-RECIPIENT shall  
24 maintain liability insurance for all owned, non-owned or hired vehicles so used in an  
25 amount not less than \$1,000,000 per occurrence combined single limit. If such insurance  
26 contains a general aggregate limit, it shall apply separately to this agreement or be no  
27 less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional  
28

1 Insureds.

2 28.5. For the duration of the Lease while any construction or demolition activities  
3 are undertaken, SUB-RECIPIENT shall require its Contractor to keep in full force and  
4 effect, a policy of Course of Construction Insurance covering loss or damage to the  
5 Premises for the full replacement value of such work. The Named Insured shall include  
6 the SUB-RECIPIENT, COUNTY and Contractor as their interests appear. Contractor shall  
7 be responsible for any deductible payments that result from a loss at the Premises under  
8 this coverage. .

9 28.6. General Insurance Provisions - All lines.

10 28.6.1. Any insurance carrier providing insurance coverage  
11 hereunder shall be admitted to the State of California and have an A M BEST rating of  
12 not less than A: VII (A:7) unless such requirements are waived, in writing, by the COUNTY  
13 Risk Manager. If the COUNTY's Risk Management waives a requirement for a particular  
14 insurer such waiver is only valid for that specific insurer and only for one policy term.

15 28.6.2. Reserved.

16 28.6.3. SUB-RECIPIENT shall cause SUB-RECIPIENT's insurance  
17 carrier(s) to furnish the COUNTY of Riverside with either 1) a properly executed original  
18 Certificate(s) of Insurance and certified original copies of Endorsements effecting  
19 coverage as required herein.

20 28.6.4. Reserved.

21 28.6.5. It is understood and agreed to by the parties hereto that the  
22 SUB-RECIPIENT's insurance shall be construed as primary insurance, and the  
23 COUNTY's insurance and/or deductibles and/or self-insured retention's or self-insured  
24 programs shall not be construed as contributory.

25 28.6.6. SUB-RECIPIENT shall pass down the insurance obligations  
26 contained herein to all tiers of contractors working under this Agreement.

27 28.6.7. The insurance requirements contained in this Agreement may  
28 be met with a program(s) of self-insurance acceptable to the COUNTY.

1                   28.6.8.       SUB-RECIPIENT agrees to notify COUNTY of any  
2 claim by a third party or any incident or event that may give rise to a claim arising from  
3 the performance of this Agreement.

4  
5           29.   HOLD HARMLESS AND INDEMNIFICATION. Neither COUNTY nor any  
6 officer or employee thereof shall be responsible for any damage or liability occurring by  
7 reason of anything done or omitted to be done by SUB-RECIPIENT arising out of or  
8 related to any work, authority or jurisdiction delegated to the SUB-RECIPIENT under this  
9 Agreement. It is further agreed that pursuant to Government Code Section 895.4, the  
10 SUB-RECIPIENT shall fully indemnify and hold COUNTY harmless from any liability  
11 imposed for injury (as defined in Government Code Section 810.8) occurring by reason  
12 of anything done or omitted to be done by the SUB-RECIPIENT arising out of or related  
13 to any work, authority or jurisdiction delegated to the SUB-RECIPIENT under this  
14 Agreement.

15           Neither SUB-RECIPIENT nor any officer or employee thereof shall be responsible  
16 for any damage or liability occurring by reason of anything done or omitted to be done by  
17 COUNTY arising out of or related to any work, authority or jurisdiction delegated to  
18 COUNTY under this Agreement. It is further agreed that pursuant to Government Code  
19 Section 895.4, COUNTY shall fully indemnify and hold SUB-RECIPIENT harmless from  
20 any liability imposed for injury (as defined in Government Code Section 810.8) occurring  
21 by reason of anything done or omitted to be done by COUNTY arising out of or related to  
22 any work, authority or jurisdiction delegated to COUNTY under this Agreement.

23  
24           30.   TERMINATION.

- 25           a.   SUB-RECIPIENT. SUB-RECIPIENT may terminate this  
26 Agreement consistent with requirements of the TCC program.
- 27           b.   COUNTY. COUNTY may suspend or terminate this  
28 Agreement upon written notice to SUB-RECIPIENT of the

action being taken and the reason for such action:

(1) In the event SUB-RECIPIENT fails to perform the covenants herein contained at such times and in such manner as provided in this Agreement after the applicable notice and cure provision hereof; or

(2) In the event there is a conflict with any federal, state or local law, ordinance, regulation or rule rendering any of the provisions of this Agreement invalid or untenable; or

(3) In the event the funding from the DOC or SGC referred to in Section 1 above is terminated or otherwise becomes unavailable.

c. Notwithstanding anything to the contrary contained herein, this Agreement may be terminated or funding suspended in whole or in part for cause in accordance with the TCC program. Cause shall be based on the failure of SUB-RECIPIENT to materially comply with either the terms or conditions of this Agreement after the applicable notice and cure provision hereof. Upon suspension of funding, SUB-RECIPIENT agrees not to incur any costs related thereto, or connected with, any area of conflict from which COUNTY has determined that suspension of funds is necessary. The award may be terminated for convenience in accordance with the TCC program.

d. Upon termination of this Agreement, SUB-RECIPIENT shall transfer to COUNTY any Sub-Grant Funds on hand at the time of termination of the Agreement as well as any accounts receivable held by SUB-RECIPIENT which are attributable to

the use of Sub-Grant Funds awarded pursuant to this Agreement.

31. ENTIRE AGREEMENT. It is expressly agreed that this Agreement embodies the entire agreement of the parties in relation to the subject matter hereof, and that no other agreement or understanding, verbal or otherwise, relative to this subject matter, exists between the parties at the time of execution.

32. SEVERABILITY. Each paragraph and provision of this Agreement is severable from each other provision, and if any provision or part thereof is declared invalid, the remaining provisions shall nevertheless remain in full force and effect.

33. MINISTERIAL ACTS. On behalf of the COUNTY, the Assistant County Executive Officer/ECD, or designee(s), are authorized to take such ministerial actions as may be necessary or appropriate to implement the terms, provisions, and conditions of this Agreement as it may be amended from time to time by COUNTY. On behalf of the SUB-RECIPIENT, the Community Development Director, or designee(s), are authorized to take such ministerial actions as may be necessary or appropriate to implement the terms, provisions, and conditions of this Agreement as it may be amended from time to time by SUB-RECIPIENT.

34. MODIFICATION OF AGREEMENT. COUNTY or SUB-RECIPIENT may consider it in its best interest to change, modify or extend a term or condition of this Agreement. Any such change, extension or modification, which is mutually agreed upon by COUNTY and SUB-RECIPIENT shall be incorporated in written amendments to this Agreement. Such amendments shall not invalidate this Agreement, nor relieve or release COUNTY or SUB-RECIPIENT from any obligations under this Agreement, except for those parts thereby amended. No amendment to this Agreement shall be effective and binding upon the parties, unless it expressly makes reference to this Agreement, is in writing and is signed and acknowledged by duly authorized representatives of all parties.

35. AUTHORITY. The individuals executing this Agreement and the instruments referenced herein on behalf of the SUB-RECIPIENT each represent and



warrant that they have the legal power, right and actual authority to bind the SUB-RECIPIENT to the terms and conditions hereof and thereof.

36. NOTICES. All notices, requests, demands and other communication required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below or the such other addresses as from time to time shall be designated by the respective parties and shall be sufficient if sent by United States first class, certified mail, postage prepaid, or express delivery service with a receipt showing the date of delivery:

COUNTY

SUB-RECIPIENT

County of Riverside  
Economic Development Agency  
3403 10<sup>th</sup> St., Suite 300  
Riverside, CA 92501  
Att: Deputy Director of ED

City of Riverside  
3900 Main St  
Riverside, CA 92522  
Att: Community & Economic  
Development Director

37. COUNTERPARTS. This Agreement may be signed by the different parties hereto in counterparts, each of which shall be an original but all of which together shall constitute one and the same agreement.

38. EFFECTIVE DATE. The effective date of this Agreement is the date the parties execute this Agreement. If the parties execute this Agreement on more than one date, then the last date this Agreement is executed by a party shall be the effective date.

39. GENERAL.

- a. The SUB-RECIPIENT shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any assignment or purported assignment of this Agreement by SUB-RECIPIENT without the prior written consent of COUNTY will be deemed void and of no force or effect.

- 1                   b. Any waiver by the COUNTY of any breach of any one or more of  
2                   the terms of this Agreement shall not be construed to be a waiver  
3                   of any subsequent or other breach of the same or of any other  
4                   term of this Agreement. Failure on the part of the COUNTY to  
5                   require exact, full and complete compliance with any terms of  
6                   this Agreement shall not be construed as in any manner  
7                   changing the terms or preventing the COUNTY from  
8                   enforcement of the terms of this Agreement.
- 9                   c. In the event the SUB-RECIPIENT receives payment under this  
10                  Agreement which is later disallowed by the COUNTY for  
11                  nonconformance with the terms of the Agreement, the SUB-  
12                  RECIPIENT shall promptly refund the disallowed amount to the  
13                  COUNTY on request; or at its option the COUNTY may offset  
14                  the amount disallowed from any payment due to the SUB-  
15                  RECIPIENT.
- 16                d. The SUB-RECIPIENT shall not provide partial delivery or  
17                shipment of services or products unless specifically stated in the  
18                Agreement.
- 19                e. The SUB-RECIPIENT shall comply with all applicable Federal,  
20                State and local laws and regulations. The SUB-RECIPIENT will  
21                comply with all applicable COUNTY policies and procedures. In  
22                the event that there is a conflict between the various laws or  
23                regulations that may apply, the SUB-RECIPIENT shall comply  
24                with the more restrictive law or regulation.
- 25                f. The SUB-RECIPIENT shall comply with all requirements of the  
26                Occupational Safety and Health Administration (OSHA)  
27                standards and SUB-RECIPIENT as set forth by the U.S.  
28                Department of Labor and the State of California (Cal/OSHA).

- 1 g. This Agreement shall be governed by the laws of the State of  
2 California. Any legal action related to the performance or  
3 interpretation of this Agreement shall be filed only in the Superior  
4 Court of the State of California located in Riverside, California,  
5 and the parties waive any provision of law providing for a change  
6 of venue to another location. In the event any provision in this  
7 Agreement is held by a court of competent jurisdiction to be  
8 invalid, void, or unenforceable, the remaining provisions will  
9 nevertheless continue in full force without being impaired or  
10 invalidated in any way.
- 11 h. If any project produces patentable items, patent rights,  
12 processes or inventions in the course of work under this  
13 Agreement or the TCC Grant Agreement, the SUB-RECIPIENT  
14 shall report the fact promptly and fully to the COUNTY. The  
15 COUNTY shall report the fact to the DOC. Unless there is a prior  
16 agreement between the COUNTY and the DOC or its  
17 representative on these matters, DOC shall determine whether  
18 to seek protection on the invention or discovery. DOC or its  
19 representative shall determine how the rights in the invention or  
20 discovery, including rights under any patent issued thereon, will  
21 be allocated and administered in order to protect the public  
22 interest consistent with the following Patent Policy found at 29  
23 CFR 95.36 and 29 CFR 97.34.
- 24 i. Unless otherwise provided in terms of this Agreement or the  
25 TCC Grant Agreement, when copyrighted material is developed  
26 in the course of or under this Agreement, the author and the  
27 COUNTY which developed the work are free to copyright  
28 material or to permit others to do so. The COUNTY shall have  
a royalty-free, non-exclusive and irrevocable license to produce,  
publish, and use and to authorize other to use all copyrighted

material.

- j. All original reports, preliminary findings, or data assembled or compiled by SUB-RECIPIENT under this Agreement become the property of the COUNTY. The COUNTY reserves the right to authorize others to use or reproduce such materials. Therefore, such materials may not be circulated in whole or in part, nor released to the public, without the direct authorization of the COUNTY.

[Remainder of Page Intentionally Blank]

[Signatures on Following Page]

1  
2 **IN WITNESS WHEREOF**, COUNTY and SUB-RECIPIENT have executed this  
3 Agreement as of the dates set forth below.  
4

5  
6 COUNTY:

SUB-RECIPIENT:

7 COUNTY OF RIVERSIDE, a political  
8 subdivision of the State of California, by  
9 and through its Economic Development  
Agency

CITY OF RIVERSIDE, a California  
charter city and municipal corporation

10 By: \_\_\_\_\_

11 By: \_\_\_\_\_  
12 Robert Field,  
13 Assistant County Executive  
Officer/ECD

Name: \_\_\_\_\_

14 Its: \_\_\_\_\_

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

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

16 ATTEST  
CITY CLERK

17  
18 APPROVED AS TO FORM:  
19 COUNTY COUNSEL  
Gregory P. Priamos

By: \_\_\_\_\_

20 APPROVED AS TO FORM  
CITY ATTORNEY

21 By: \_\_\_\_\_  
22 Jhaila R. Brown,  
23 Deputy County Counsel

24 BY:   
25  
26  
27  
28

**EXHIBIT A**

**TCC GRANT AGREEMENT**

(behind this page)

DOC-6  
(Rev 12/17)

State of California - The Natural Resources Agency  
DEPARTMENT OF CONSERVATION

GRANT AGREEMENT

GRANTEE: County of Riverside

WHEN DOCUMENT IS FULLY EXECUTED RETURN

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

PROGRAM:

Transformative Climate Communities Program

GRANT NUMBER:

3018-707

AM. NO.:

MAXIMUM AMOUNT OF THIS GRANT:

\$170,000.00

The Department and the Grantee hereby agree to the following:

1. This Grant Agreement specifies the terms and conditions for a Transformative Climate Communities Program Planning Grant, awarded by the Strategic Growth Council on January 29, 2018. This grant has been awarded as a result of an application received in response to the TCC Program Grant Guidelines & Request for Grant Applications, as approved for release on August 23, 2017 and amended on October 23, 2017.
2. The purpose of this Grant Agreement is to provide funding from Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, to the County of Riverside for "Green Light Riverside".
3. This Grant Agreement shall be conducted in accordance with the Terms and Conditions and Attachment A (Work Plan and Budget), Attachment B (Reporting Templates) and Attachment C (Invoicing Templates) which are attached and incorporated herein as well.
4. The term of the Grant Agreement is one (1) year, unless otherwise terminated, or amended to extend the grant term. The grant term will commence the day both Parties have signed the Grant Agreement. Only approved expenses incurred during this Grant Agreement term in accordance with the Grant Agreement and Attachment A (Work Plan and Budget) will be reimbursable.
5. The amount of this Grant Agreement shall not exceed \$170,000.

STATE OF CALIFORNIA  
DEPARTMENT OF CONSERVATION



AUTHORIZED SIGNATURE

8/17/18  
DATE

Amanda Hays, Assistant Director  
PRINTED NAME AND TITLE

County of Riverside

GRANTEE



AUTHORIZED SIGNATURE

7/17/18  
DATE

Chuck Washington,  
Chairman, Board of Supervisors  
PRINTED NAME AND TITLE

ATTEST:

KECIA HARPER, JHEM. Clerk

DEPUTY

FORM APPROVED COUNTY COUNSEL

BY:   
JHAILA R. BROWN  
DATE 6/13/18

☐ GRANTEE ☐ DEPARTMENT OF CONSERVATION ☐ CONTROLLER

Grant Agreement Cover Sheet  
6/2018

JUL 17 2018 3.14

RECEIVED

AUG 06 2018

DOC DLRP



**EXHIBIT B**

**SUB-RECIPIENT TCC PLANNING ACTIVITIES**

**Agreement:** Sub-Recipient Agreement for the Use of Transformative Climate Communities Planning Grant Funds

**SUB-RECIPIENT:** City of Riverside

**Address:** 3900 Main Street, Riverside, CA 92522

**Program:** Transformative Climate Communities Planning Grant

**Location:** Eligible areas within the boundaries of the TCC Planning Area as illustrated in the Planning Area Map in **Exhibit C**

**Description:**

The SUB-RECIPIENT intends to use \$149,791 in TCC Grant funds to undertake planning activities in preparation of applying to a TCC Implementation Grant. This grant will be made to SUB-RECIPIENT on a “cost-as-incurred” basis for all eligible approved costs under this Agreement.

Eligible Activities:

High Level Activities/Milestones	Timeline [Start and End Date]
<b>Fiscal Management Work Plan</b>	
<b>Task 1: Fiscal Management</b>	
<p><b>Subtask A:</b> Set-up of accounting receivables and expense accounts.</p> <p><b>Subtask B:</b> Accounting related to draws/billings.</p> <p><b>Subtask C:</b> Accounting related to quarterly reporting</p> <p><b>Subtask D:</b> Identify and obtain leverage funding</p> <p><b>Deliverables:</b> Accounting system set-up; timely billings; timely quarterly reports.</p> <p>Regarding Subtask d: Throughout our talks with identified partners, the City will be actively identifying “hard match” (e.g., potential alternative funding sources) and “soft match” (knowledge base or locally accessible skillsets) that will assist in TCC Grant implementation. As this project mapping is built in to existing outreach, no additional budget is required for this sub-function.</p>	<p>July 1, 2018 to June 31, 2019</p>
<b>Community Engagement Work Plan</b>	
<b>Task 1: Select Transformative Climate Community Outcome(s) *</b>	

<p><b>Subtask A:</b> Identify new and existing groups motivated to contribute to key planning activities</p> <p><b>Subtask B:</b> Provide menu of transformative climate community outcomes for new and existing groups</p> <p><b>Subtask C:</b> Facilitate issue identification and prioritization of selected outcome(s)</p> <p><b>All Subtasks:</b> Larger community groups will meet with the City monthly throughout the TCC Planning Grant process. Smaller groups, or combinations of small groups, will also be engaged monthly throughout the planning process or as requested. Budgets for this outreach include meeting space rental (where applicable), outreach supplies, advertising costs, and some consulting services.</p> <p><b>Deliverables:</b> Description of the process each group used to identify outcome(s), sign in sheets, charrette notes, PowerPoint presentations, and compiled comments received during the meeting process. Regarding Subtask A: The City has a vibrant and well incorporated neighborhood participation process. However, it is anticipated that the City will identify new participation partners, particularly when engaging large organizations such as UCR, and anticipates identifying an additional 2-6 partners, in addition to the large identified community input pool, as part of ongoing neighborhood outreach that is budgeted under the TCC Planning Grant. Beginning on July 1st and quarterly thereafter the Neighborhood Outreach staff will produce a report that will be submitted as part of overall deliverable reporting for the Planning Grant that will detail outreach to specific groups, number of meetings, and outcomes related to group input into TCC implementation grant formation.</p>	<p>July 1, 2018 to June 30, 2019</p>
<p><b>Task 2: Assess (Process and Outcome) Status to Date *</b></p>	

<p><b>Subtask A:</b> Facilitate an of inventory of planning and intervention activities that addressed the selected outcome(s) with each participating group</p> <p><b>Subtask B:</b> With each participating group, develop a description of the changes/milestones that have occurred related to the selected outcome(s)</p> <p><b>Subtask C:</b> Develop a synthesis of changes/milestones identified by all groups</p> <p><b>All Subtasks:</b> Larger community groups will meet with the City monthly throughout the TCC Planning Grant process. Smaller groups, or combinations of small groups, will also be engaged monthly throughout the planning process or as requested. Budgets for this outreach include meeting space rental (where applicable), outreach supplies, advertising costs, and some consulting services.</p> <p><b>Deliverables:</b> Synthesis of overall changes/milestones that have occurred to date, sigh in sheets, charrette notes, PowerPoint presentations, and compiled comments received during the meeting process. Beginning on July 1st and quarterly thereafter the Neighborhood Outreach staff will produce a report that will be submitted as part of overall deliverable reporting for the Planning Grant that will detail outreach to specific groups, number of meetings, and outcomes related to group input into TCC implementation grant formation.</p>	<p>September 1, 2018 to June 30, 2019</p>
<p><b>Task 3: Strategy Assessment *</b></p>	
<p><b>Subtask A:</b> Review synthesis of overall changes/milestones that have occurred to date with each group</p> <p><b>Subtask B:</b> Select prioritized strategies to address selected outcomes</p> <p><b>Subtask C:</b> Provide a rationale for the selected strategies, which may include explanations on the likelihood to impact the outcome(s), the feasibility, and contextual factors</p> <p><b>All Subtasks:</b> Larger community groups will meet with the City monthly throughout the TCC Planning Grant process. Smaller groups, or combinations of small groups, will also be engaged monthly throughout the planning process or as requested. Budgets for this outreach include meeting space rental (where applicable), outreach supplies, advertising costs, and some consulting services.</p> <p><b>Deliverables:</b> Strategy rationale for each group, sigh in sheets, charrette notes, PowerPoint presentations, and compiled comments received during the meeting</p>	<p>January 1, 2019 to June 30, 2019</p>

<p>process. Beginning on July 1st and quarterly thereafter the Neighborhood Outreach staff will produce a report that will be submitted as part of overall deliverable reporting for the Planning Grant that will detail outreach to specific groups, number of meetings, and outcomes related to group input into TCC implementation grant formation.</p>	
<p><b>Task 4: What Will Success Look Like? *</b></p>	
<p><b>Subtask A:</b> With each participating group, develop a logic model including programmatic and environmental change outputs and outcomes for each strategy</p> <p><b>Subtask B:</b> With each participating group, develop a project narrative describing the behavioral and environmental changes envisioned in three years</p> <p><b>Subtask C:</b> With each participating group, develop an overall logic model integrating the programmatic and environmental change outputs and outcomes identified by all groups</p> <p><b>All Subtasks:</b> Larger community groups will meet with the City monthly throughout the TCC Planning Grant process. Smaller groups, or combinations of small groups, will also be engaged monthly throughout the planning process or as requested. Budgets for this outreach include meeting space rental (where applicable), outreach supplies, advertising costs, and some consulting services.</p> <p><b>Deliverables:</b> Overall logic model for the TCC implementation grant proposal, sign in sheets, charrette notes, PowerPoint presentations, and compiled comments received during the meeting process.</p>	<p>September 1, 2018 to June 30, 2019</p>
<p style="text-align: center;"><b>Policy Evaluation - City Work Plan</b></p>	
<p><b>Task 1: Policy Evaluation - City of Riverside</b></p>	

<p><b>Subtask A:</b> Examine Housing Element and Land Use Policies in relation to housing sites</p> <p><b>Subtask B:</b> Examine Parks Master Plan and identify potential improvements for Project Area.</p> <p><b>Subtask C:</b> Examine CEQA and State policy ramifications regarding TCC implementation</p> <p><b>All Subtasks:</b> The City will produce a stand-alone analysis of City policies (e.g., planning, fiscal, historic, transit, etc.) in relation to how they impact the new tenants of smart growth generally, and how policies either align or require updating to facilitate projects under the TCC Implementation Grant.</p> <p><b>Deliverables:</b> Rezoned housing site; parks plan identification; plan evaluations. As part of potential TCC project readiness activities, staff has engaged municipal departments in order to have all residential sites fully entitled for an Implementation Grant. Key to this effort is analyzing how the City's new General Plan Housing Element (passed in December) impacts zoning, land use, and interaction with external partners (e.g., tribes and March Airfield oversight). The goal is to have all sites project ready for a TCC Implementation Grant with an entitlement process that accommodates the anticipated timelines of a TCC Implementation Grant. It is anticipated that the legal, land use, and program outcome analysis may be delivered in constituent parts; that as elements of the analysis are available (e.g., parks planning and smart growth), these elements would be submitted as part of quarterly reporting. When complete the analysis package would be consolidated and presented to the Department as an off-track (i.e., non-quarterly reporting) deliverable of the Planning Grant.</p>	<p>July 1, 2018 to March 29, 2019</p>
<p><b>Task 2: Policy Evaluation- City of Riverside Housing Authority</b></p>	

<p><b>Subtask A:</b> Examine Affordable Housing Policy implemented by the City of Riverside Housing Authority</p> <p><b>Subtask B:</b> Examine Parks Master Plan and identify potential improvements for Project Area.</p> <p><b>Subtask C:</b> Examine CEQA and State policy ramifications regarding TCC implementation</p> <p><b>All Subtasks:</b> The City will produce a stand-alone analysis of City policies (e.g., planning, fiscal, historic, transit, etc.) in relation to how they impact the new tenants of smart growth generally, and how policies either align or require updating to facilitate projects under the TCC Implementation Grant.</p> <p><b>Deliverables:</b> Codes and policies reviewed and updated as appropriate. It is anticipated that the legal, land use, and program outcome analysis may be delivered in constituent parts; that as elements of the analysis are available (e.g., parks planning and smart growth), these elements would be submitted as part of quarterly reporting. When complete the analysis package would be consolidated and presented to the Department as an off-track (i.e., non-quarterly reporting) deliverable of the Planning Grant.</p>	<p>July 1, 2018 - February 29, 2019</p>
<p><b>Task 3: Policy Evaluation- City of Riverside Consultant</b></p>	
<p><b>Subtask A:</b> Examine existing plans and policies of various initiatives within the planning area.</p> <p><b>Subtask B:</b> In coordination with the community and various stakeholders identify a unified vision for the planning area having considered Subtask A. Coordination efforts with stakeholders will occur almost entirely in a community meeting setting, although smaller focus groups may occur on an as-needed basis. Between large and small groups, it is anticipated that 3-4 meetings will occur per month.</p> <p><b>Deliverables:</b> Sign-in sheets, copies of meeting materials, and a planning area-wide green light initiative vision statement and strategy plan. Reportable elements from meetings will include sign-in sheets, meeting notes, PowerPoint presentations and overall deliverable discussions regarding how public participation is forming TCC Implementation Grant deliverables. It is anticipated that the legal, land use, and program outcome analysis may be delivered in constituent parts; that as elements of</p>	<p>August 1, 2018 - February 29, 2019</p>

the analysis are available (e.g., parks planning and smart growth), these elements would be submitted as part of quarterly reporting. When complete the analysis package would be consolidated and presented to the Department as an off-track (i.e., non-quarterly reporting) deliverable of the Planning Grant.

### Project Specification Work Plan

#### **Task 1: Identify goals for TCC Implementation Grant application and activities**

**Subtask B:** Identify at least one goal related greenhouse gas reduction

**Subtask C:** Identify at least three goals related to public health and environmental benefits

**All Subtasks:** City outreach staff will incorporate a series of on-line surveys (via Survey Monkey), stand-alone meetings regarding TCC Grant Planning, and incorporation into existing community meeting schedules to obtain the high levels of involvement and input needed for the Implementation. It is also anticipated that a specific TCC Grant email address will be initiated (supported by the City as a grant match) for the community to voice their ideas and ask questions. Last, the City will take advantage of its well-developed Facebook, Instagram, and NextDoor social networking capabilities to garner interest and spread information regarding the TCC grant process.

**Deliverables:** Articulation of at least the minimum number of goals per category, sign-in sheets, and copies of meeting materials. Beginning on July 1st and quarterly thereafter the Neighborhood Outreach staff will produce a report that will be submitted as part of overall deliverable reporting for the Planning Grant that will detail outreach to specific groups, number of meetings, and outcomes related to group input into TCC implementation grant formation. \*\*

Subtask B:  
August 1,  
2018 -  
November 30,  
2018  
Subtask C:  
August 1,  
2018 -  
November 30,  
2018



<b>Task 2: Identify strategies for TCC Implementation Grant application and activities</b>	
<p><b>Subtask A:</b> Identify strategies that incorporate findings from stakeholder engagement processes and are specifically linked to established goals</p> <p><b>Subtask B:</b> Ensure consistency of activities with local and regional plans</p> <p><b>All Subtasks:</b> City outreach staff will incorporate a series of on-line surveys (via Survey Monkey), stand-alone meetings regarding TCC Grant Planning, and incorporation into existing community meeting schedules to obtain the high levels of involvement and input needed for the Implementation. It is also anticipated that a specific TCC Grant email address will be initiated (supported by the City as a grant match) for the community to voice their ideas and ask questions. Last, the City will take advantage of its well-developed Facebook, Instagram, and NextDoor social networking capabilities to garner interest and spread information regarding the TCC grant process.</p> <p><b>Deliverables:</b> Articulation of TCC eligible strategies to execute goals, sign-in sheets and copies of meeting materials. Beginning on July 1st and quarterly thereafter the Neighborhood Outreach staff will produce a report that will be submitted as part of overall deliverable reporting for the Planning Grant that will detail outreach to specific groups, number of meetings, and outcomes related to group input into TCC implementation grant formation.</p>	<p>Subtask A: October 1, 2018 - June 30, 2019</p> <p>Subtask B: October 1, 2018 - June 30, 2019</p>
<b>Task 3: Identify TCC project types for TCC Implementation Grant application and activities</b>	
<p>Identify project types that incorporate articulated strategies. City outreach staff will incorporate a series of on-line surveys (via Survey Monkey), stand-alone meetings regarding TCC Grant Planning, and incorporation into existing community meeting schedules to obtain the high levels of involvement and input needed for the Implementation. It is also anticipated that a specific TCC Grant email address will be initiated (supported by the City as a grant match) for the community to voice their ideas and ask questions. Last, the City will take advantage of its well-developed Facebook, Instagram, and NextDoor social networking capabilities to garner interest and spread information regarding the TCC grant process.</p>	<p>August 1, 2018 - November 30, 2018</p>

<p><b>Deliverables:</b> Articulation of CCI and leveraged project types that correspond with strategies, sign-in sheets, and copies of meeting materials. Beginning on July 1st and quarterly thereafter the Neighborhood Outreach staff will produce a report that will be submitted as part of overall deliverable reporting for the Planning Grant that will detail outreach to specific groups, number of meetings, and outcomes related to group input into TCC implementation grant formation.</p>	
<p><b>Task 4: Identify GHG emission reduction indicators for TCC Implementation Grant application and activities</b></p>	
<p><b>Subtask A:</b> Identify feasible methods of tracking and monitoring extent to which TCC-related activities reduce greenhouse gas emissions, improve public health, and provide environmental and economic benefit.</p> <p>City outreach staff will incorporate a series of on-line surveys (via Survey Monkey), stand-alone meetings regarding TCC Grant Planning, and incorporation into existing community meeting schedules to obtain the high levels of involvement and input needed for the Implementation. It is also anticipated that a specific TCC Grant email address will be initiated (supported by the City as a grant match) for the community to voice their ideas and ask questions. Last, the City will take advantage of its well-developed Facebook, Instagram, and NextDoor social networking capabilities to garner interest and spread information regarding the TCC grant process.</p> <p><b>Deliverables:</b> Articulation of appropriate indicators to measure attainment of goals, sign-in sheets, and copies of meeting materials. Beginning on July 1st and quarterly thereafter the Neighborhood Outreach staff will produce a report that will be submitted as part of overall deliverable reporting for the Planning Grant that will detail outreach to specific groups, number of meetings, and outcomes related to group input into TCC implementation grant formation. **</p>	<p>Subtask A: July 1, 2018 - August 30, 2018</p>
<p style="text-align: center;"><b>Project Area Identification Work Plan</b></p>	
<p><b>Task 1: Identify Project area for future Implementation Grant application and activities</b></p>	

<p><b>Subtask B:</b> Identify general area for targeting, as determined by community engagement and outreach</p> <p><b>Deliverables:</b> Delineation of Project Area as reflected on annotated Project Area map, sign-in sheets, and copies of meeting materials.**</p>	<p>Subtask B: August 1, 2018 - September 30, 2018</p>
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*\* Tasks under the Community Engagement Work Plan will include multiple community groups including, but not limited to: Eastside Forum, Eastside HEAL Zone, Downtown Area Neighborhood Alliance, Hispanic Chamber of Commerce, Northside resident group, Civil Rights Institute, The Group, Lincoln Park Advisory, Innovation District Planning Committee, City Planning, City Park and Recreation Department, City Transportation Department, University of California Riverside, Latino Network, Riverside Community Health Foundation, Riverside County Workforce and Economic Development Departments, Riverside Unified School District, Riverside Transit Agency, Solar Max, and Riverside Food Systems Alliance*

*\*\* Deliverables are developed jointly by County of Riverside and City of Riverside.*

Eligible Costs:

PERSONNEL	Hourly Rate	# of Hours	Rate x # of Hours	Benefits	Amount
<b>STAFF</b>					
<b>Fiscal Management</b>					
Project Manager	\$ 47	20	\$ 942	\$ 424	\$ 1,366
CEDD Admin Fiscal Manager	\$ 60	120	\$ 7,200	\$ 3,240	\$ 10,440
Fiscal Technician	\$ 25	150	\$ 3,750	\$ 1,688	\$ 5,438
<b>Community Engagement</b>					
Project Coordinator- City	\$ 34	208	\$ 6,968	\$ 3,136	\$ 10,104
Project Manager	\$ 47	104	\$ 4,898	\$ 2,204	\$ 7,103
Senior Office Specialist	\$ 22	104	\$ 2,288	\$ 1,030	\$ 3,318
<b>Policy Evaluation - City</b>					
Housing Project Manager	\$ 55	25	\$ 1,375	\$ 619	\$ 1,994
Assistant Planner	\$ 25	75	\$ 1,875	\$ 844	\$ 2,719
Deputy City Attorney	\$ 150	10	\$ 1,500	\$ 675	\$ 2,175
Principal Parks Planner	\$ 60	5	\$ 300	\$ 135	\$ 435
<b>Project Specs</b>					
Task 1					

Exhibit B  
Sub Recipient Agreement  
Transformative Climate Communities Program Planning Grant

City Housing Staff	\$ 38	3	\$ 114	\$ 51	\$ 165
City CEDD Staff	\$ 52	5	\$ 260	\$ 117	\$ 377
City Community Engagement Staff	\$ 43	5	\$ 215	\$ 97	\$ 312
Task 2					
City Housing Staff	\$ 38	10	\$ 380	\$ 171	\$ 551
City CEDD Staff	\$ 52	15	\$ 780	\$ 351	\$ 1,131
City Community Engagement Staff	\$ 43	15	\$ 645	\$ 290	\$ 935
Task 3					
City Housing Staff	\$ 38	15	\$ 570	\$ 257	\$ 827
City CEDD Staff	\$ 52	20	\$ 1,040	\$ 468	\$ 1,508
City Community Engagement Staff	\$ 43	20	\$ 860	\$ 387	\$ 1,247
Task 4					
City Housing Staff	\$ 38	15	\$ 570	\$ 257	\$ 827
City CEDD Staff	\$ 52	20	\$ 1,040	\$ 468	\$ 1,508
City Community Engagement Staff	\$ 43	20	\$ 860	\$ 387	\$ 1,247
<b>Project Area ID</b>					
City GIS Staff	\$ 45	5	\$ 225	\$ 101	\$ 326
City CEDD Staff	\$ 52	10	\$ 520	\$ 234	\$ 754

City Community Engagement Staff	\$ 43	10	\$ 430	\$ 194	\$ 624
<b>Staff Total</b>	<b>\$ 1,197</b>	<b>1009</b>	<b>\$ 39,605</b>	<b>\$ 17,822</b>	<b>\$ 57,428</b>

SUB-RECIPIENTS					
Community Engagement					
Project Facilitator	\$ 28	1040	\$ 29,380	\$ -	\$ 29,380
Policy Evaluation - City					
CEQA Consultant	\$ -	\$ -	\$ -	\$ -	\$ 8,000
Policy Evaluation Consultant	\$ -	\$ -	\$ -	\$ -	\$ 45,000
Project Specs					
Task 4					
Environmental Consultant	\$ -	\$ -	\$ -	\$ -	\$ 2,000
Project Area ID					
GIS Consultant	\$ -	\$ -	\$ -	\$ -	1,500
<b>Consultant Total</b>	<b>\$ 28</b>	<b>\$ 1,040</b>	<b>\$ 29,380</b>	<b>\$0</b>	<b>85,880</b>

SUPPLIES					
Community Engagement					
Easel pad paper	\$ -	\$ -	\$ -	\$ -	\$ 100
Markers	\$ -	\$ -	\$ -	\$ -	\$ 40
Index cards	\$ -	\$ -	\$ -	\$ -	\$ 12

Printing Paper	\$ -	\$ -	\$ -	\$ -	\$ 500
Special printing orders	\$ -	\$ -	\$ -	\$ -	\$ 303
Printer cartridges/toner	\$ -	\$ -	\$ -	\$ -	\$ 1,600
<b>Supplies Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$ 2,555</b>

TRAVEL					
Community Engagement					
Local travel mileage (2 staff)	\$ -	\$ -	\$ -	\$ -	\$ 767
Domestic Travel (2 staff)	\$ -	\$ -	\$ -	\$ -	\$ 2,661
<b>Travel Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$ 3,428</b>

OTHER DIRECT COSTS					
Community Engagement					
Facility Rental Fees	\$ -		\$ -	\$ -	\$ 500
<b>Other Direct Costs Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$ 500</b>

**GRAND  
TOTAL    \$ 149,791**

**EXHIBIT C**

**PLANNING AREA MAP**

(behind this page)



Esri World Geocoder	Q
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## Project area boundary

- (1) **Workforce Development Center**
- (2) **North High School**
- (3) **Patterson Park**
- (4) **Chicago-Linden Housing Project**
- (5) **Bobby Bonds Park**
- (6) **Cesar Chavez Community Center**
- (7) **Longfellow Elementary School**
- (8) **Lincoln Park**
- (9) **Metrolink Station and RTA Transit Hub**
- (10) **Riverside City Hall**
- (11) **Mission Heritage Housing Project**
- (12) **Riverside County Office of Education**
- (13) **Grant Elementary School**

## EXHIBIT D

### COUNTY TCC PLANNING ACTIVITIES

High Level Activities/Milestones	Timeline [Start and End Date]
<b>Policy Evaluation - County Work Plan</b>	
<b>Task 1: Evaluate and, as necessary, update codes currently enforced by Riverside County Workforce Division</b>	
<b>Subtask A:</b> Review codes and policies related to County Workforce department <b>Subtask B:</b> Verify consistency with TCC Implementation Grant requirements and objectives as well as proposed goals, strategies, project types and indicators <b>Subtask C:</b> Update codes and policies as necessary <b>Deliverables:</b> Codes and policies reviewed and updated as appropriate with a summary of any changes/updates made provided to the Department by the grant end date.	October 1, 2018 - January 30, 2019
<b>Task 2: Evaluate and, as necessary, update codes currently enforced by Riverside County Department of Public Health</b>	
<b>Subtask A:</b> Review codes and policies related to County Public Health department <b>Subtask B:</b> Verify consistency with TCC Implementation Grant requirements and objectives as well as proposed goals, strategies, project types and indicators <b>Subtask C:</b> Update codes and policies as necessary <b>Deliverables:</b> Codes and policies reviewed and updated as appropriate with a summary of any changes/updates made provided to the Department by the grant end date.	October 1, 2018 - January 30, 2019

<b>Task 3: Evaluate and, as necessary, update codes currently enforced by Department of Environmental Health</b>	
<p><b>Subtask A:</b> Review codes and policies related to County Environmental Health department</p> <p><b>Subtask B:</b> Verify consistency with TCC Implementation Grant requirements and objectives as well as proposed goals, strategies, project types and indicators</p> <p><b>Subtask C:</b> Update codes and policies as necessary</p> <p><b>Deliverables:</b> Codes and policies reviewed and updated as appropriate with a summary of any changes/updates made provided to the Department by the grant end date.</p>	October 1, 2018 - January 30, 2019
<b>Task 3: Evaluate and, as necessary, update codes currently enforced by Housing Authority of the County of Riverside</b>	
<p><b>Subtask A:</b> Review codes and policies related to Housing Authority of the County of Riverside</p> <p><b>Subtask B:</b> Verify consistency with TCC Implementation Grant requirements and objectives as well as proposed goals, strategies, project types and indicators</p> <p><b>Subtask C:</b> Update codes and policies as necessary</p> <p><b>Deliverables:</b> Codes and policies reviewed and updated as appropriate with a summary of any changes/updates made provided to the Department by the grant end date.</p>	October 1, 2018 - January 30, 2019
<b>Project Specification Work Plan</b>	
<b>Task 1: Identify goals for TCC Implementation Grant application and activities</b>	

<p><b>Subtask A:</b> Take into consideration requirements of most current TCC guidelines and incorporate findings from stakeholder engagement processes</p> <p><b>Subtask D:</b> Identify at least three goals related to economic opportunity and shared prosperity</p> <p><b>Deliverables:</b> Articulation of at least the minimum number of goals per category, sign-in sheets, and copies of meeting materials. Beginning on July 1st and quarterly thereafter the Neighborhood Outreach staff will produce a report that will be submitted as part of overall deliverable reporting for the Planning Grant that will detail outreach to specific groups, number of meetings, and outcomes related to group input into TCC implementation grant formation.**</p>	<p>Subtask A: July 1, 2018 - October 30, 2018</p> <p>Subtask D: July 1, 2018 - October 30, 2018</p>
<p><b>Task 4: Identify GHG emission reduction indicators for TCC Implementation Grant application and activities</b></p>	
<p><b>Subtask B:</b> Link those feasible methods to TCC-eligible indicators for each corresponding project type</p> <p><b>Deliverables:</b> Articulation of appropriate indicators to measure attainment of goals, sign-in sheets, and copies of meeting materials. Beginning on July 1st and quarterly thereafter the Neighborhood Outreach staff will produce a report that will be submitted as part of overall deliverable reporting for the Planning Grant that will detail outreach to specific groups, number of meetings, and outcomes related to group input into TCC implementation grant formation. **</p>	<p>Subtask B: August 1, 2018 - October 30, 2018</p>
<p style="text-align: center;"><b>Project Area Identification Work Plan</b></p>	
<p><b>Task 1: Identify Project area for future Implementation Grant application and activities</b></p>	

<b>Subtask A:</b> Take into consideration requirements of most current TCC guidelines	Subtask A: July 1,
<b>Subtask C:</b> Identify specific boundaries that define desired target area	2018-October 30,
<b>Subtask D:</b> Verify square mileage and other characteristics of Project Area meet TCC guidelines	2018
<b>Subtask E:</b> Create annotated Project Area map	Subtask C: July 1,
<b>Deliverables:</b> Delineation of Project Area as reflected on annotated Project Area map, sign-in sheets, and copies of meeting materials.**	2018-October 30,
	2018
	Subtask D: July 1,
	2018-October 30,
	2018
	Subtask E: August
	1, 2018-October 30,
	2018

*\*\* Deliverables are developed jointly by County of Riverside and City of Riverside.*

**EXHIBIT E**

**INVOICE FORM TO BE PROVIDED ON LETTERHEAD**

<b>SUB-RECIPIENT Name:</b>		
<b>Mailing/Remittance Address:</b>		
<b>Invoice Number:</b>		
<b><u>Payment Request for Services Rendered</u></b>		
<b>Date</b>	<b>Deliverable</b>	<b>Cost</b>
<b>Total for this Invoice:</b>		<b>\$</b>