

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
SGC23143	GO-LUCI-0650

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Governor's Office of Land Use and Climate Innovation, hereinafter referred to as "LCI" or "STATE"

CONTRACTOR NAME
City of Coachella, hereinafter referred to as "GRANTEE"

2. The term of this Agreement is:

START DATE
February 01, 2025

THROUGH END DATE
March 31, 2029

3. The maximum amount of this Agreement is:
\$22,125,000.00 (Twenty Two Million, One Hundred Twenty Five Thousand Dollars and Zero 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.

Exhibits	Title	Pages
Exhibit A	Scope of Work	33
Exhibit B	Budget Detail and Payment Provisions	60
Exhibit C	General Terms and Conditions	22
+ - Exhibit D	Attachments	116

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
City of Coachella

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
53990 Enterprise Way	Coachella	CA	92336

PRINTED NAME OF PERSON SIGNING	TITLE
William B. Pattison	Acting City Manager

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
<div>Signed by:  C24F6834EAC74AD...</div>	02/01/2025

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Governor's Office of Land Use and Climate Innovation

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1400 10th Street	Sacramento	CA	95814

PRINTED NAME OF PERSON SIGNING	TITLE
Erin Curtis	Executive Director, SGC

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
<div>Signed by:  84CE39B76057450...</div>	02/01/2025

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) SCM VOL 1, 4.04(A)(4)
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Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 5
Grant Number: SGC23143, City of Coachella

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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 Coachella, 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 February 28, 2023;

WHEREAS, the TCC Project that is the subject of this Implementation Grant Agreement was approved by the Strategic Growth Council on December 15, 2023;

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 Twenty-Two Million, One Hundred and Twenty-Five Thousand Dollars and Zero Cents (\$22,125,000.00), 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 resilience of vulnerable populations and proposed infrastructure in the TCC Project Area;

WHEREAS, the Strategic Growth Council requires projects to comply with monitoring and reporting requirements for greenhouse gas emissions reductions, co-benefits, and outcome indicators, as defined by the Strategic Growth Council and 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.

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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. “Grant Agreement” – Refers to this Implementation Grant Agreement and all attachments and appendices
- iv. “TCC Guidelines” – TCC Program Guidelines adopted on February 28, 2023
- v. “AHSC Guidelines” – The AHSC Round 7 Final Guidelines adopted December 15, 2022
- vi. “Project Area” – Area boundary for the TCC Project, as identified in Attachment D-1. Refers to the boundary for Implementation Grants. A contiguous area that meets the requirements of Section 6.4 (Project Area Eligibility) of the TCC Guidelines.
- vii. “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.
- viii. “TCC Program” – The Transformative Climate Communities Program
- ix. “TCC Project” – Project, comprised of the TCC Project Components defined below, that will be implemented through this Grant Agreement
- x. “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 and Stand-alone Leverage Projects must collectively implement Projects from at least three (3) TCC Strategies.
- xi. “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 one (1) Quantifiable Project.
 - (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.

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- c. “Transformative Plans” – The three (3) transformative plans include: Community Engagement, Displacement Avoidance, and Workforce Development and Economic Opportunities.
- xii. Time Periods within the Grant Term: Grant terms include two components: a Project Completion Period that may last up to four (4) years, and a Performance Period that may last up to seven (7) months, during which project outcomes will be monitored.
 - a. “Project Completion Period”
 - (i) Begins the date that both Parties have signed the Grant Agreement and lasts up to four (4) years, unless otherwise amended.
 - (ii) All TCC Project Components, including 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 prior to the end of the grant term to report on required indicators and request for reimbursement for the activities associated with Indicator Tracking. In some cases, the Performance Period and the Project Completion Period may overlap.
 - (ii) Applies to Quantifiable and Non-Quantifiable Projects and Transformative Plans
 - (iii) Begins immediately after each Quantifiable or Non-Quantifiable Project or Transformative Plan is completed or seven (7) months before the end of the grant term, whichever is sooner.
 - (iv) Will extend no longer than March 31st, 2029.
- xiii. Entities involved in the grant implementation process:
 - a. “DOC” – Department of Conservation; provides implementation and administrative support to SGC and serves as the Grantee’s main point of contact
 - b. “Evaluation Technical Assistance” – The TCC grant-funded program evaluation Partner responsible for developing Grantee’s Indicator Tracking Plans and comprehensively assessing the impact and benefits of the TCC Program.
 - c. “Grantee” – Entity responsible for leading the implementation of the TCC Project; identified as Lead Applicant in the Application, and that has an agreement for grant funding with the State.
 - d. “Lead Entity” – Entity leading the implementation of each TCC Project Component; must be Grantee or a Partner
 - e. “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.
 - f. Supporting Entity – Entity included in the application that supports the Lead Entity in completion of the project or transformative plan as a subcontractor.
 - g. “GO-LCI” – Governor’s Office of Land Use and Climate Innovation

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- h. “Parties” – SGC and Grantee, collectively
- i. “Partners” – Entities other than the Grantee that enter into a partnership with the grantee to support the implementation of the TCC Project; identified as Lead Entity or Supporting Entity
- j. “SGC” – The California Strategic Growth Council
- k. “State” – Any state agency with an oversight role over the funding or TCC Project
- l. “Subcontractors” – Third-party entities hired by either Grantee or a Partner
- m. “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 both Parties have signed the Grant Agreement. SGC will notify Grantee when work may begin. During the Performance Period, project outcomes will be monitored. The Project Completion Period ends four (4) years after execution of the Grant Agreement. The Performance Period begins immediately after each Quantifiable or Non-Quantifiable Project or Transformative Plan is completed, or seven (7) months prior to the end of the grant term, whichever is sooner, and lasts for up to seven months to allow the Grantee to collect and report data on projects and plans and to develop final reports.

Grantee must demonstrate that the community benefits described in the Community Engagement and Displacement Avoidance Plans will continue for the entirety of the Project Completion Period.

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](#)).

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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 reporting due date. Authorized Signatory letters will be kept on file with SGC for up to four (4) years after the grant term ends.

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.

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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 SGC 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. The SGC and Grantee will work collaboratively to ensure this Grant Agreement is administered in a timely fashion.

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. 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 up to 10 percent (10%) of a task's funds to another task within the same project or plan. Cumulative changes of up to 10% of a task budget are allowed before an amendment is required.
 - (iii) Adjusting deliverable due dates within the grant term, except for readiness due dates
- 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 from Grantee 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) Reallocation of more than ten percent (10%) of a task budget to another task
 - (iii) Reallocation of funds to a different project or plan Changes to readiness due dates.

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iii. Process for Modification and Amendment Requests:

- a. TCC will only process Modifications or Amendments once per grant year, unless mission critical changes are needed. As each request may take some time and correspondence to review and resolve, there will be windows of time for submission, review, and processing as follows:
 - (i) Submit Requests: July – November
 - (ii) Review and Correspondence: July – December
 - (iii) Final Processing and Execution: November – January
- b. 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.
- c. 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.
- d. 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).
- e. 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.

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- c. Pre-development, project management, and associated Indirect costs can be spent prior to achieving readiness.
 - d. Readiness requirements include CEQA documentation, site control, permits, project maps and designs, project schedules, operations and maintenance plans, and other Strategy-specific requirements. Readiness requirements must be complete prior to beginning project implementation.
 - e. Lead Entities must demonstrate readiness within the first year of the grant term, in accordance with the requirements outlined for each Strategy in Appendix B of the TCC Guidelines. Readiness will be assessed and approved independently for each individual Project.
 - f. 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.
 - g. 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

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submit a site plan that includes contingency plans for each site that has not yet obtained site control.

iv. CEQA Clarification

This section outlines 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.

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. 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 by TCC Grant Manager.
- b. The first reporting period will begin on the start date of the Grant Agreement.

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- 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. Progress Reports:
 - a. Grantee must complete Progress Reports using the template attached to the Grant Agreement ([Attachment D-3](#)).
 - b. Grantee must complete Progress Reports for the duration of the grant term.
 - c. Progress Reports must correspond with the Budget and Schedule of Deliverables described in the Grant Agreement.
 - d. Grantee must report on any deliverables submitted and submit evidence of work completed, as requested by SGC.
- iii. Annual Reports:

The following materials must be submitted on an annual basis for the duration of the Project Completion Period, using templates provided by SGC:

 - a. Annual Progress Report.
 - b. Leverage Funding Report.
 - c. Equipment Inventory Record: See [Exhibit A, Part 2, Section 29](#), Ownership, for further instruction regarding equipment inventory.
 - d. Indicator Tracking Report: See [Exhibit C, Part 1, Section 5](#) for further instructions regarding indicator tracking.
- iv. Project Completion Reports:
 - a. Completion Report: Grantee must submit a report at the completion of each individual Project and Plan using the template provided by SGC.
 - b. Supporting Documentation: Grantee must submit any supporting documentation required to demonstrate that Projects and Plans are fully completed.
- v. Final Reports:
 - a. Final Report: Grantee must submit a final report by the end of the Performance Period using a template 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 a template provided by SGC.

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12. Evaluation and Indicator Tracking Reporting

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 5](#)) until end of the grant term.

13. Payment Provisions

- i. Except as may be allowed under subsection (ii), 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, although Grantee may do so according to their procedures and policies.
 - c. During the Project Completion Period, Grantee may only request reimbursement for eligible costs incurred for implementing the TCC Project. See Appendix B of the TCC Guidelines for details. Any work performed prior to the start date or after the end of the grant term will not be reimbursed.
 - d. During the Performance Period, Grantee may only request reimbursement for Indicator Tracking costs as well as Grantee Direct and Indirect costs for completing the Final Report. If the Project Completion Period and the Performance Period overlap, Grantee may continue requesting reimbursement for Project and Plan costs for the duration of the Project Completion Period.
 - 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. Through state legislation, SGC is authorized to provide certain Grantees advance payments of TCC grant awards. SGC may approve advance payments under this grant at its sole discretion. All requests for advance payments shall be submitted to SGC in writing (Advance Pay Request form to be provided), along with complete documentation of the Grantee's eligibility for advance payments in accordance with Government Code section 11019.1 and 11019.3. Any material changes to the request form must be reported to SGC within 30 days. All advance payments and the amount of any advance payment is subject

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to SGC’s policies and discretion and satisfactory submittal of information through the Advance Pay Request form.

- a. Any qualifying entity receiving advance payment will be required to demonstrate the ability to meet statutory requirements regulating the provision of advance payment.

iii. 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 12% of the awarded TCC funds minus any funds for equipment purchases with a per unit cost of \$5,000.00 or more. The 12% maximum of indirect cost applies to Grantee and all Partners or subcontractors, except for California Native American Tribes, who may request a higher indirect cost rate, provided the applying California Native American Tribe substantiates the rate with supporting documentation. Reimbursement requests for indirect/overhead costs must be proportionate to the direct costs billed in an invoice.
- b. Direct costs will be reimbursable with TCC funds. Direct costs are defined as costs directly tied to the implementation of the Grant Agreement. 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 the individual Project budget submitted at the time of application or of the individual Project budget included in the grant agreement, whichever is greater, of related capital improvement costs for each Project. This limit may be increased to 20% subject to TCC staff approval. Pre-development costs should not exceed ten percent (10%) of the originally requested TCC funding total. These activities and costs should occur within the first year of the grant term to meet readiness requirements. Construction management tied to project implementation is a direct project cost and will not be subject to the cap on "pre-development" costs.
 - (ii) Basic Environmental Infrastructure costs (that support water and wastewater connections, waste disposal systems, and/or pollution control systems) may account for up to ten percent (10%) of the total TCC award for Grantees that need to meet program policy requirements for basic infrastructure access.
 - (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.
- 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.

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- (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>.
 - (ii) Incidental costs and travel costs outside the State of California will not be reimbursed.
 - (iii) For staff working on the project, Grantee shall maintain and submit for reimbursement 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.
 - (iv) Grantee shall ensure travel costs are outlined in the Budget and Schedule of Deliverables and tied to tasks and deliverables in the work plan.
 - (v) Grantee shall ensure that any person traveling pursuant to this Grant Agreement shall indemnify and hold harmless the SGC and State of California for any liabilities resulting from such travel.
- d. 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. See [Exhibit C, Part 2 Project-Specific Terms and Conditions](#) for project and strategy specific allowable costs.
- iv. Ineligible Costs
 - a. For ineligible direct implementation costs, refer to Appendix B and C of the Guidelines, by project or plan strategy.
 - b. Indirect costs in excess of 12% of the awarded TCC funds, except for California Native American Tribes, who may request a higher indirect cost rate, provided the applying California Native American Tribe substantiates the rate with supporting documentation.
 - c. Climate resilience and adaptation must be integrated into the Projects, Transformative Elements, and Vision. Climate adaptation and resilience 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.
 - d. Projects that fund additional parking infrastructure or other infrastructure projects that induce demand for additional parking
 - e. Additional ineligible costs
 - (i) Exceeding cost caps for pre-development, basic infrastructure, indirect costs, and the transformative plans
 - (ii) The following costs associated with community engagement and outreach:

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- (a) Direct cash benefits or subsidies to participants
 - (b) Alcoholic refreshments
 - (c) Participant incentives, such as door prizes, which are unrelated to specific community work products
 - (d) General Meetings that do not specifically discuss or advance implementation of the TCC Project
 - (iii) Lobbying
 - (iv) Advocacy work, such as direct lobbying for the passage of bills or local propositions
 - (v) Commission fees
 - (vi) Ongoing operational costs beyond the grant term
 - (vii) 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.
 - (viii) Using funds for mitigation activities that are already mandated by local, regional, state, or federal governing bodies or agencies
 - (ix) Ceremonial expenses (including food and beverages)
 - (x) Expenses for publicity not related to the awarded TCC Project implementation
 - (xi) Bonus payments of any kind
 - (xii) Damage judgments arising from the acquisition, construction, or equipping of a facility, whether determined by judicial process, arbitration, negotiation, or otherwise
 - (xiii) Services, materials, or equipment obtained under any other State program
 - (xiv) Real estate brokerage fees and/or expenses
 - (xv) Stewardship of legal defense funds
 - (xvi) Costs associated with automobile or motorcycle parking (excluding electric vehicle charging infrastructure that may be located at a parking spot).
 - (xvii) Reimbursement for any interest accumulated in order to finance the project
- v. All costs must be reasonable, as defined below:
- a. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the

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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.

vi. Retention

- a. SGC will withhold payment of the final five percent (5%) of the project cost for each TCC Project Component until SGC determines that the requirements of that TCC Project Component have been fulfilled per the Grant Agreement.

14. Invoicing

During the grant term, 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, mileage, 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.

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- (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 11](#).
- ii. Grantee must submit the invoice package to the SGC online submission platform. Following submission, Grantee must email the Invoice Summary (PDF) to the TCC Grant Manager, and copy the SGC and Governor's Office of Land Use and Climate Innovation.
- 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. Delays in

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providing revised invoice package on time may result in non-compliance notice or stop work order.

- 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 TCC Project Component should include a request for reimbursement of the final five percent (5%) of the total requested budget, as discussed in [Exhibit A, Part 2, Section 13.v.a](#), 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 meets the requirements in the TCC Guidelines. If leverage funding sources change during the grant term, Grantee will notify SGC at the subsequent 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 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 grant term 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.

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17. Work Outside the Project Area

No work outside the Project Area will be reimbursable through this agreement except as allowed under this section. 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. In the event that there is a reason that there is a need for work to occur outside the Project Area, the Grantee must submit a request which will be considered on a case-by-basis by TCC staff and may be approved or rejected. The request must be submitted in writing and must justify why work outside the Project Area is necessary and how it will result in direct benefit to residents of the Project Area.

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 FY 2022-2023 budget appropriation from the General Fund. 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 by Grantee, Partner or subcontractor 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 a minimum of two (2) site visits a year during the grant term.

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- 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

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 § 7920 *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 53, 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

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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 grant term, 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 grant term. 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:
 - a. Grantee must ensure the following insurance policies are obtained and kept in force through the Project Completion Period for each project, with no lapses in coverage, that cover any acts or omissions of Grantee and its employees engaged in carrying out any tasks specified in this Grant Agreement:

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- (i) Worker’s Compensation Insurance in an amount of not less than the statutory requirement of the State of California.
 - (ii) Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence for bodily injury and property damage combined.
 - (iii) Motor vehicle liability with limits in an amount not less than \$1,000,000 per accident for bodily injury and property damage combined. Such insurance must cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.
- b. 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.
- iii. 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.
 - iv. 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.
 - v. Grantee is responsible for determining the appropriate level of insurance, if any, for its Partners or subcontractors.

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:
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:

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- a. Purchase of equipment using grant funds is allowable only with prior approval by TCC Grant Manager.
- b. Cost of equipment purchased shall be substantiated by purchase receipt.
- c. 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.
- d. If the funds are used to purchase equipment that costs \$5,000 or more, each such piece of equipment is “grant-funded equipment.”
- e. Each grant-funded 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, during the useful life of the equipment.
- f. If the owner of the grant-funded equipment determines that it no longer has need for the grant-funded equipment before the end of the equipment’s useful life, the owner shall donate the grant-funded equipment to a public entity or nonprofit organization that will use the grant-funded equipment for purposes that are similar to the purpose intended in the Grant Agreement or to a public entity or nonprofit that serves the project area.
- g. For the duration of the useful life of each grant-funded equipment, the grantee shall maintain a record identifying each grant-funded equipment, the expected useful life of each item, and the ultimate disposition (disposal or donation). The requirements of this section will survive termination of this agreement.
- h. The cost to lease equipment to use in the grant project area may be charged to the grant. Cost of leased equipment charged to the grant must be substantiated with receipts identifying equipment was leased, lease rate and total cost.
- i. Use of equipment owned by the Grantee may be charged to the grant at a rate set by the California Department of Transportation Labor Surcharge and Equipment Rental Rate Guide. Use of Grantee equipment must be substantiated with an equipment usage log that identifies the equipment used, rate, and total rental cost. A cost-benefit analysis to justify the cost of purchasing equipment versus leasing must be provided.
- j. 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.
- k. 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]).
- l. Grantee must maintain an inventory record for grant-funded equipment purchased or built with funds provided under this Grant Agreement. In addition, items of grant-funded equipment or supplies that are prone to theft, loss, and misuse and may contain sensitive data (e.g., computers, printers, smartphones, tablets, cameras, GPS

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devices, etc.) costing less than \$5,000 must be inventoried. Details on the inventory record are to be provided in the Implementation Grant Administration Guide.

- m. The Equipment Inventory Record must be updated annually and upon request. See [Exhibit A, Section 11](#), 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 for purposes of public transit 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.
- c. Vehicles acquired for general project work (i.e., work trucks) must be maintained in a state of good repair for their full useful life, which, for the purpose of this Grantee Agreement, will be determined in accordance with standard State practices. 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, Energy Efficiency and Appliance Electrification 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.

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- 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:
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, the entire TCC Project, or a task within an individual Project or Transformative Plan. Non-performance issues can include but are not limited to: misuse of funding for ineligible expenses, actual or projected 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) proposing 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, the entire TCC Project, or a task within an individual Project or Transformative Plan 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.

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- 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, 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.
- iii. Grantee has fifteen (15) working days to appeal a dispute resolution. Grantee must submit a written appeal statement to SGC. The appeal statement must contain a concise description of the appeal, along with any supporting documentation.
 - a. Grantee and relevant parties must attempt to negotiate a resolution to the appealed dispute.
 - b. SGC will respond to the appeal statement within fifteen (15) working days of receiving Grantee's appeal statement.
- iv. If Grantee wants to further appeal a dispute resolution after undergoing both the dispute and appeal process, Grantee must submit a further appeal statement to the Government Claims Program at the Department of General Services, the final administrative forum for resolution of the dispute.
- v. During a dispute, Grantee must observe any Stop Work Orders put into effect until the dispute is resolved.

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 or a determination of nonperformance 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.

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- a. SGC may require corrective actions 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.

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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.

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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. Certificate of Compliance with Russia Sanctions

Per Executive Order N-6-22, all contractors and grantees that have agreements valued at \$5 million or more with agencies or departments subject to the California Governor's authority are directed to report their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any. Grantees subject to the certification requirement should carefully review the Executive Order and the economic sanctions imposed in response to Russia's actions in Ukraine, including, but not limited to, the federal executive orders identified in Executive Order N-6-22, sanctions identified by the U.S. Department of the Treasury, and sanctions imposed under state law, if any. A certification of compliance, included as [Attachment D-10](#), must be returned to SGC prior to any disbursement of grant funds.

Additionally, should SGC at any time determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. SGC shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the SGC."

44. 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.

45. 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.

46. 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.).

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47. 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.

48. 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.

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49. 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.

50. 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).

51. 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.

52. 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.

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- 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.

53. Publicity

Grantee should acknowledge SGC in publications, websites, signage, invitations, and other media 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 follow the TCC Grantee Publicity Guidelines provided by SGC ([Attachment D-8](#)). If Grantee is planning an event or announcement, needs sample materials, or needs assistance or advice regarding digital or print materials, press, social media, and/or general communications, please don’t hesitate to contact your TCC Grant Manager.

A. Long-Form Materials

Long-form written materials are those that are more than 1,000 words in length, such as reports, should include the following standard language about SGC and TCC:

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 the California 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.

B. Short-Form Materials

Press Releases, Flyers, Social Media Posts, and Visual Materials: Any informational materials that do not qualify as long-form (less than 1,000 words), but include at least a paragraph of text, should include following language:

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*“[Project Name] is **supported** by California Strategic Growth Council’s Transformative Climate Communities program with funds from California’s General Fund.*

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 SGC support is not practical, Grantee should instead include the official logo of SGC, preceded by the words “Funded by.”

See TCC Grantee Publicity Guidelines, [Attachment D-8](#), for approved tags.

54. 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. 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
 - (iii) PubMed Central (<https://www.ncbi.nlm.nih.gov/pmc/>).

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- 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.

55. Copyrights

- i. All rights in copyrightable works first created by Grantee in the performance of the [Budget and Schedule of Deliverables, in 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.

56. 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).

57. 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.

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58. Terms that Survive Grant Agreement

The following Sections survive the termination or expiration of the Grant Agreement: 4, 15, 19, 20, 21, 22, 23, 24, 26, 28, 35, 36, 37, 52, 54, 55, 56, and 58.

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EXHIBIT B – BUDGET AND SCHEDULE OF DELIVERABLES

Total Awarded Grant Funds

The total amount awarded for this grant will not exceed Twenty-Two Million, One Hundred and Twenty-Five Thousand Dollars and Zero Cents (\$22,125,000.00).

Total Leverage Funds

The total leverage funds for this grant will equal no less than Thirty-Six Million, Six Hundred and Eighty-Seven Thousand, Eight Hundred and Thirty-Two Dollars and Fifty-Eight Cents (\$36,687,832.58).

Summary Budget

TCC Project Component	Lead Entity	Grant Funds	Leverage Funds
Grantee Costs	City of Coachella	\$1,106,250.00	\$0.00
#1 - Sixth Street Apartments	Chelsea Investment Corporation	\$7,700,000.00	\$36,047,919.00
#2 – Shared Mobility	LEAP/Bound	\$955,680.00	\$124,900.00
#3 – Bagdouma Wellness Hub	City of Coachella	\$3,091,718.00	\$0.00
#4 – Coachella Energy for All	GRID	\$1,986,514.95	\$125,000.00
#5 - Coachella Urban Greening Project	City of Coachella	\$774,757.00	\$0.00
#6 - Connecting Coachella	City of Coachella	\$737,256.00	\$0.00
#7- Sierra Vista Park	City of Coachella	\$655,330.00	\$0.00
#8 – Avenue 53 Tot Lot	City of Coachella	\$655,012.00	\$24,900.00
#9 - Veterans’ Park and Dateland Park	City of Coachella	\$908,997.00	\$60,000.00
Community Engagement Plan	Alianza Coachella Valley	\$1,106,250.00	\$0.00
Workforce Development and Economic Opportunities Plan	Center for Employment Training/SCMF/UCC	\$1,119,735.05	\$305,113.58
Displacement Avoidance Plan	Kounkuey Design Initiative (KDI)	\$663,750.00	\$0.00
Indicator Tracking Plan	UC Berkeley Disaster Lab	\$663,750.00	\$0.00
TCC Project Total		\$22,125,000.00	\$36,687,832.58

Special Conditions of Funding:

- 1.) City to provide updated Project Area map.
- 2.) See individual work plans for additional special readiness and reimbursement conditions

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Budget and Schedule of Deliverables for Grantee

Grantee Costs				
Description: Grantee will conduct all administration activities associated with this grant, including executing subrecipient agreements, coordinating with project partners, 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.				
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
Task 1: Manage and Implement Coachella Prospera				
A. Assign Grant Managers from City of Coachella to be the lead contact through implementation	A: 2 FTE assigned to TCC Grant including one Project Manager	Grant Term	\$1,106,250.00	\$0.00
B. Oversee grant implementation	B: 1) Summary of meetings with Coachella Prospera Partners 2) Photos of grant implementation activities 3) Communications materials			
C. Coordinate with Partners on bimonthly and annual reporting and invoicing requirements	C: 1) Bi-monthly Invoices and Progress reports 2) Annual Reports 3) Project Completion Reports 4) Final Reports			
D. Manage website and publicity materials	D: 1) Documentation of active Coachella Prospera website 2) Summary of bimonthly publicity activities and materials			
Equipment (entire project)		Grant Term	\$0.00	\$0.00

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Grantee Costs				
Lead Entity Indirect Costs	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement.	Grant Term	\$0.00	\$0.00
Grantee Costs Total			\$1,106,250.00	\$0.00

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Project #1: 6th Street Senior Apartments	Strategy: 1 - Equitable Housing and Neighborhood Development		
Lead Entity: Chelsea Investment Corporation	Developer: Chelsea Investment Corporation		
Project Description: 6th Street Senior Apartments is a 53-unit new construction senior project with 46 one-bedroom, 6 two-bedroom serving households with incomes ranging from 30-60 percent of Area Median Income (AMI), and one manager unit. Each unit will have standard appliances including, air conditioning, refrigerator, range, storage area, garbage disposal, balcony, and window coverings. On-site amenities include elevators, laundry facility, community room, community kitchen, computer room, high speed internet, and bicycle parking. Common areas such as the community room, community kitchen, and computer room will also include air conditioning. Off-site amenities, located within one half mile of the project include retail, social services, medical facilities, public parks, community center, public library, public schools, financial institutions, and a post office.			
Project will achieve full electrification, earn LEED Gold Green Building status, is served by Qualifying Transit, provides 27 Secure Overnight Bicycle Parking spots, and has a verified net density of 59 units per acre.			
Special Reimbursement Conditions: The \$531,824 allocated to Sustainable Transportation Infrastructure (STI) and Programming (PGR) require Grantee and City of Coachella to conduct community engagement to identify needs and develop a new proposal and timeline for the additional project components. The proposal must follow AHSC funding guidelines and be approved by TCC Staff to be inserted in a grant agreement amendment prior to funds being expended.			
AHD/HRI - Regarding the actual construction of housing and utilities, the Lead Entity must provide confirmation of 9% tax credits and an approved construction schedule within Year 1 of the grant. If this is not received, the feasibility of the project and allocated funds will be revisited.			
Land Area: 0.9 acres	Estimated Residential Rental Area: 31,719 sqft		
Number of Buildings: 1	Estimated Commercial Area: 4,742 sqft		
Project Budget Summary			
Project Component	Name	Grant Funds	Leverage Funds
AHSC AHD Budget	6th Street Senior Apartments	\$6,145,608.00	\$36,047,919.00
AHSC HRI Budget	6th Street Senior Apartments	\$1,022,568.00	
AHSC STI Budget	6th Street Senior Apartments	\$500,000.00	
AHSC PGM Budget	6th Street Senior Apartments	\$31,824.00	
Housing Project Total		\$7,700,000.00	\$36,047,919.00

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Project #1: 6th Street Senior Apartments	Strategy: 1 - Equitable Housing and Neighborhood Development
\$7,168,176.00	
*AHD/HRI - Amount for 25% Draws below	

Affordable Housing Development (AHD) and Housing Related Infrastructure (HRI) Budget				
Major Tasks	Deliverables/Milestones	Timeline	Grant Funds	Leverage Funds
Task 1: Escrow Closing and 25% Construction Completion (AHD & HRI Draw Request)				
A. Secure bond allocation and 9% tax credits from CDLAC and CTCAC	A: Resolution from CDLAC on bond allocation and reservation letter from CTCAC	Year 1	\$1,792,044.00	\$9,011,979.75
B: Prepare final construction documents	B: Final Construction Documents			
C. Close Escrow	C: Closing Statement			
D. Complete 25% of construction	D: Construction documentation verifying that 25% of the construction budget has been expended with supporting invoices and payment documentation			
E. Submit draw request to SGC for 25% of TCC AHSC AHD & HRI funds (\$1,792,044)	E: Submit 1st draw request for 25% of TCC AHSC AHD & HRI funds (\$1,792,044)			
Task 2: 50% Construction Completion (AHD & HRI Draw Request)				
A. Complete 50% of construction	A: Construction documentation verifying that 50% of the construction budget has been expended with supporting invoices and payment documentation	Year 1 - 2	\$1,792,044.00	\$9,011,979.75

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B. Submit 2nd draw request for 25% of TCC AHSC AHD & HRI funds (\$1,792,044)	B: Submit 2nd draw request for 25% of TCC AHSC AHD & HRI funds (\$1,792,044)			
Task 3: 75% Construction Completion (AHD & HRI Draw Request)				
A. Complete 75% of construction	A: Construction documentation verifying that 75% of the construction budget has been expended with supporting invoices and payment documentation	Year 2 - year 3	\$1,792,044.00	\$9,011,979.75
B. Submit 3rd draw request for 25% of TCC AHSC AHD & HRI funds (\$1,792,044)	B: Submit 3rd draw request for 25% of TCC AHSC AHD & HRI funds (\$1,792,044)			
Task 4: Project Completion (AHD & HRI)				
Final 25% (\$1,792,044) of the requested funds will be released upon receiving applicable documents listed below: <ul style="list-style-type: none">• Proposal for Management Agent.• Management Agreement.• Management Plan• Rental Agreement, exhibits and HCD Lease Addendum.• Appeal and grievance procedure.• Initial proposed operating budget and explanation of budgeted costs (electronic version required).• Schedule of Rental Income (electronic budget).• Updated preliminary title report (less than 30 days old).• ALTA Land Title "As Built" Survey (SGC must be named as a party to the transaction within the signed Surveyor's Certificate).• Partnership borrowers: all partnership agreement documents including amendments, LP-1, LP-2, loan authorization and certificate of status from Secretary of State.• Corporate managing general partner or borrower: articles of incorporation, by-laws, resolution, certificate of status from the Secretary of State (SOS).		Year 3	\$1,792,044.00	\$9,011,979.75

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<ul style="list-style-type: none"> • Limited Liability Company managing general partner or borrower: articles of organization, operating agreement, resolution, certificate of status from the SOS. • Documentation of Prevailing Wage Compliance. • Certification of Completion. • Architect's completion certificate. • Statement from borrower certifying receipt of all construction warranty documents and an itemization of these documents. • Temporary certificate of occupancy (Submit permanent certificate of occupancy to SGC upon completion; however, final payment will be not be contingent upon permanent certificate of occupancy). • Copy of recorded notice of completion. • Final audited cost certification - signed. • General Liability and Property Insurance copies. • Recorded deed of trust. • Signed checklist for jurisdiction's checklist. 			
Project Total		\$7,168,176.00	\$36,047,919.00

Affordable Housing Development & Housing Related Infrastructure Details

A) Scope of Work					
# of Bedrooms	# of Units	AHSC Restricted	Income Limit (% of AMI)	Total Unrestricted Unit	Total Restricted Units
1	17	0	60%		17
1	19	11	50%		19
1	10	10	30%		10
2	2	0	60%		2
2	3	3	50%		3
2	1	1	30%		1

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2	1		Manager	1	0
	53	25	2.8	1	52

B) AHD & HRI Milestones	
Performance Milestone	Date
Executed binding agreement between the Sponsor and developer of the Project detailing the terms and conditions of the Project development.	11/1/2025
Ultimate Site Control of Project site(s).	7/5/2023
Completion of all necessary environmental clearances, including those required under CEQA and NEPA.	7/5/2023
Obtaining all necessary and discretionary public land use approvals.	7/5/2023
Obtaining all enforceable construction funding commitments.	6/1/2025
Obtaining all enforceable permanent funding commitments including substantially final permanent loan documents, and Tax Credit syndication documents.	11/1/2025
Submission of Final Construction Drawings and Specifications to the appropriate local building department or permitting authority.	5/1/2025
Commencement of construction.	11/1/2025
Construction complete and the filing of the Notice of Completion.	5/2/2027
Program funds fully disbursed.	12/31/2027

C) Overall Budget		
USES OF FUNDS	Total Residential Sources/Costs	Total Commercial Sources/Costs
LAND COST/ACQUISITION		
Land Cost or Value	\$640,000.00	
Total Land Cost / Acquisition Cost	\$665,000.00	
Predevelopment Interest/Holding Cost	\$170,211.00	

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Assumed, Accrued Interest on Existing Debt (Rehab/Acq)		
NEW CONSTRUCTION		
Site Work	\$1,002,317.00	
Structures	\$14,023,258.00	\$2,495,287.00
General Requirements	\$611,598.00	
Contractor Overhead	\$458,699.00	
Contractor Profit	\$1,070,297.00	
General Liability Insurance		
Urban Greening	\$200,000.00	
Other New Construction: Demolition		
Other New Construction: Environmental Remediation		
Other New Construction: Commercial Warm Shell & Associated Soft Costs		
Total New Construction Costs	\$17,366,169.00	\$2,495,287.00
ARCHITECTURAL FEES		
Design	\$416,500.00	
Supervision	\$100,000.00	
Total Architectural Costs	\$516,500.00	\$0.00
Total Survey & Engineering	\$417,000.00	
CONSTRUCTION INTEREST & FEES		
Construction Loan Interest	\$1,939,839.00	
Origination Fee	\$1,000.00	
Bond Premium		
Cost of Issuance		
Taxes		
Insurance	\$367,053.00	

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Other Construction Int. & Fees: Misc. Construction Finance Costs	\$102,500.00	
Other Construction Int. & Fees: Loan Costs	\$46,500.00	
Total Construction Interest & Fees	\$2,456,892.00	\$0.00
PERMANENT FINANCING		
Loan Origination Fee	\$13,350.00	
Other Perm. Financing Costs: Misc. Perm Finance Costs	\$5,000.00	
Other Perm. Financing Costs: City of Coachella Loan Fee		
Total Permanent Financing Costs	\$18,350.00	\$0.00
Subtotals Forward	\$21,610,122.00	\$2,495,287.00
LEGAL FEES		
Legal Paid by Applicant	\$240,000.00	
Lender Legal	\$90,000.00	
Financial App Consulting/Entitlement Consulting	\$605,000.00	
Total Attorney Costs	\$605,000.00	\$0.00
RESERVES		
Operating Reserve	\$135,528.00	
Additional Reserve	\$31,824.00	
Total Reserve Costs	\$167,352.00	\$0.00
CONTINGENCY COSTS		
Construction Hard Cost Contingency	\$1,021,794.00	
Soft Cost Contingency	\$229,294.00	
Total Contingency Costs	\$1,251,088.00	\$0.00
OTHER PROJECT COSTS		

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TCAC App/Allocation/Monitoring Fees	\$119,342.00	
Local Development Impact Fees	\$7,770,691.00	
Permit Processing Fees	\$548,000.00	
Marketing	\$65,000.00	
Furnishings	\$25,000.00	
Market Study	\$11,925.00	
Accounting/Reimbursable	\$62,500.00	
Appraisal Costs	\$7,500.00	
Environmental Audit	\$23,000.00	
Preconstruction Studies	\$22,075.00	
GP Service Fee	\$25,000.00	
Other Costs: Transit Passes		
Other Costs: Permanent Relocation		
Total Other Costs	\$8,680,033.00	\$0.00
SUBTOTAL PROJECT COST	\$32,313,595.00	\$2,495,287.00
DEVELOPER COSTS		
Developer Overhead/Profit	\$2,500,000.00	
Total Developer Costs	\$2,500,000.00	\$0.00
HRI COSTS		
Demolition		
Erosion/Weed Control		
TOTAL SITE PREPARATION COSTS	\$ -	\$ -
Sanitary Sewer		
Potable Water		
Non-Potable Water		
Storm Drain		
Other Site Utilities (Specify): PG&E Costs		
TOTAL SITE UTILITIES COSTS	\$ -	\$ -

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Aggregate Base		
Asphalt Pavement		
Curb, Gutter, Sidewalk		
Street Lights		
Other Surface Improvements: Bioretention & Onsite Parking, Including EV Charging Stations		
TOTAL SURFACE IMPROVEMENTS COSTS	\$ -	\$ -
Irrigation		
Landscaping		
Playground Facilities and Tot Lots		
Other Landscape and Amenities (Specify): Community Garden		
TOTAL LANDSCAPE AND AMENITIES	\$ -	\$ -
Environmental Remediation		
TOTAL ENV. MITIGATION/REMEDATION	\$ -	\$ -
Bicycle Facilities		
TOTAL TRANSIT COSTS	\$ -	\$ -
Water Facility		
TOTAL IMPACT FEES	\$ -	\$ -
HRI TOTAL PROJECT COSTS	\$ -	\$ -
AHD TOTAL PROJECT COSTS	\$34,813,595.00	\$2,495,287.00
TOTAL PROJECT COSTS	\$34,813,595.00	\$2,495,287.00

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Project #2: Shared Mobility		Strategy: 3.3 - Car Sharing and Mobility Enhancement		
Lead Entity: LEAP Institute and Bound Corporation				
Project Description: This project aims to enhance sustainable transportation options through free rideshare programming and the strategic deployment of electric scooters and electric bicycles. Bound Corporation will add 100 e-scooters and 30 e-bicycles to a shared mobility program, addressing the transportation needs of low-income residents by providing green micromobility options. In high-demand areas, mobility stations will be strategically placed to provide shade, resting stops, and convenient access to e-bikes and e-scooters. LEAP Institute will also implement a Green Raiteros Rideshare Program using 15 7-passenger model Y Teslas in the Coachella Prospera project area.				
Operations & Maintenance Plan: Both Partners have provided Operations & Maintenance plans to implement ridesharing programs, including management of drivers, operational staff, and vehicles/equipment. LEAP O&M Plan includes a maintenance schedule for full service every 7,000 miles and as needed; per Bound's O&M plan, e-bikes and e-scooters will have inspections monthly or every 200 miles, whichever comes first.				
Special Reimbursement Conditions: Bound must finalize the program implementation plan before purchasing the equipment. This plan will include information on considerations such as bike/scooter hub locations; storage locations (if needed); operations & maintenance plan (including internal operations of bike/scooter charging, maintenance, relocation plans, etc.; and external operations such as policies and procedures for sign-ups, use of equipment, payment mechanisms/rates, etc.). This can build on similar information to the pilot agreement between the City and Bound.				
The program implementation plan must be approved by TCC staff before costs are allowable to purchase equipment and begin operations.				
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
Task 1: Rideshare Program (The LEAP Institute)				
A. Recruit, Qualify, and Train fifteen (15) Rideshare Program Drivers	A. Summary report of drivers hired and trained	Project Completion Period	\$348,800.00	\$124,900.00
B. Establish and maintain records of participants, vehicles, EV chargers, fuel, maintenance, and other records such as Record number of riders per car, the number of rides, the average length per	B. Documentation of recordkeeping systems			

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Project #2: Shared Mobility		Strategy: 3.3 - Car Sharing and Mobility Enhancement		
ride, the description of the trip (medical, social service, or life enriching activity)				
C. Configure and Launch App for Rideshare Services and increase accessibility - systematic process and schedule to back-up participant reservation database(s) on a daily basis at a minimum.	C. Final app and summary of usage			
D. Obtain insurance approvals for electric vehicles from TCC	D. Proof of insurance			
E. Establish maintenance schedule for vehicles (every 7,000 miles there will be a full service complete)	E. Initial operations and maintenance logs			
F. Confirm preferred advertising and marketing methods and establish timeline for outreach	F. Report of methods and response to advertising and marketing methods			
G. Establish secure and safe home base parking for project vehicles	G. Proof of lease			
H. Recruit qualified candidates for the roles of Manager and Transportation Coordinator to help launch and administer the program	H. Recruitment and training log			
I. Launch program and begin operations and record usage	I. Summary reports of program operations and ridership			
Task 2: Micromobility Implementation (Bound Corporation)				
A. Purchase 100 e-Scooters, 30 e-Bikes, and 200 helmets (see equipment budget)	A. Log of e-Bikes and e-Scooters		\$285,750.00	\$0

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Project #2: Shared Mobility		Strategy: 3.3 - Car Sharing and Mobility Enhancement		
B. Conduct Annual Safety Workshops and Events on Bike and Scooter Safety (6 workshops total. Two (2) during the first year, one (1) for each additional grant funded year)	B. For Each Event: Event summaries including: Date/time/location; Outreach Materials; Summary of attendance and outcomes	Project Completion Period		
C. Configure and Launch App and Programming for e-Bikes/e-Scooters	C. Summary reports of program operations and ridership			
Task 3: Grant Administration & Community Outreach (LEAP, Bound, City of Coachella, and Alianza)				
A. Finalize Program Implementation Plan, including program policies and procedures for operations/maintenance and for external users (sample agreements, pricing structure, etc.)	A. Program Implementation Documents	Project Completion Period	\$86,880.00	\$0
B. Conduct Community Outreach and Information About Project	B. Documentation of outreach			
C. Indicator Tracking and Reporting	C. Bi-monthly and Annual Reports			
D. Invoicing and Progress Reports	D. Bi-monthly Invoices and Progress Reports			
Equipment (entire project)	100 e-Scooters 30 e-Bikes 30 e-Bike batteries	Project Completion Period	\$141,000.00	\$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	\$93,250.00	\$0
Project Total			\$955,680.00	\$124,900.00

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Project #3: Bagdouma Wellness Hub		Strategy: 8 - Health Equity and Well-Being		
Lead Entity: City of Coachella + Desert Recreation District				
Project Description: The project will transform the Bagdouma Community Center into a Wellness Hub with programming and capital improvements. The City of Coachella will be responsible for construction of the capital improvements and will work in partnership with the Desert Recreation District who will be conducting community engagement to determine programming and design to ensure the Wellness Hub will be best utilized by the Project Area residents.				
Operations & Maintenance Plan: All park improvements will be maintained consistent with the City's Operations and Maintenance plan, to be developed and approved in Task 1.				
Special Reimbursement Conditions: Funding for Task 3 and 4 is contingent on the Readiness Requirements in Task 1. This includes a CEQA Notice of Exemption for all project components, final project designs, and an Operations & Maintenance plan. These items will need to be sufficiently addressed and approved by TCC staff before costs are allowable to begin capital improvements.				
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
Task 1: Predevelopment (City of Coachella and Desert Recreation District)				
A. CEQA Compliance: NOE	A. CEQA Notice of Exemption	December 2025	\$282,560.00	\$0
B. Submit Project Schedule demonstrating completion of Readiness within Year 1 and construction with Grant Term	B. Updated Project Schedule			
C. City building permits	C. Permits			
D. Design Plans for Bagdouma Park in alignment with broader park renovation and investment plans	D. 1) Documentation of general Bagdouma Park renovation plans 2) 100% Plans,			

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Project #3: Bagdouma Wellness Hub		Strategy: 8 - Health Equity and Well-Being		
	Specifications, and Estimates (PSE) for Wellness Hub and Park Renovations			
E. Bid the Project for Construction	E. Final Notice of Bid Selection			
F. Operations & Maintenance Plan	F. Operations & Maintenance Plan			
Task 2: Community Center to Wellness Hub (Desert Recreation District)				
A. Create Wellness Hub Programming -Conduct internal needs assessment, asset mapping, and kick-start hub work by implementing existing programs into the Wellness Hub Program Plan.	A. Wellness Hub Programming Plan	Project Completion Period	\$600,000.00	\$0
B. Conduct Community Needs Survey - Conduct multiple outreach efforts in order to obtain feedback and learn about community needs. Host 2 community meetings/workshops, collect 100 surveys, and facilitate online surveys.	B. For community workshops and outreach: A) Meeting Summary (date/time/location, number of attendees, summary of outcomes) B) Final Meeting Materials (curriculum, handouts) C) Publicity Materials (announcements, photos from key events)			
C. Finalize Needs Survey/Compile All Results - Identify programs, resources, event in high need from	C. Summary report of community needs outreach and results			

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Project #3: Bagdouma Wellness Hub		Strategy: 8 - Health Equity and Well-Being		
results. Identify barriers (financial, transportation, health, etc.)				
D. Phase I - Develop Partnerships and Collect Data through 4 community outreach efforts to include workshops, events, and onsite activities. Evaluating; Conduct a Community Needs Assessment and Develop a Community Asset Map with Partner Agencies.	D. Community Needs Assessment, Community Assessment Map, Summary Report of Outcomes			
E. Phase II - Engage Core Stakeholder Group by conducting 3 community partnership engagement meetings, facilitate 3 community outreach activities, and 3 community health and wellness activities. Activities will include the identify vision and objective that center and advance equity within our sphere of influence.	E. Summary information from activities (activity/event schedule etc.), Vision and Objective statements.			
F. Phase III - Define Key Strategies and Develop Action Plans	F. Final report on wellness center engagement, programming, and plans			
Task 3: Bagdouma Park: Capital Improvements to Community Center at Bagdouma Park (City of Coachella)				

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Project #3: Bagdouma Wellness Hub		Strategy: 8 - Health Equity and Well-Being		
A. Finalize detailed budget proposal to determine eligibility of wellness center costs	A. 1) Detailed budget updates and Post-Award Consultation (PAC) Status Trackers responding to TCC questions about Bagdouma budget and work plan 2) Approval from TCC Staff to move forward with final proposal	January 2025 - January 2028	\$1,833,780.00	\$0
B. Rehabilitation of Bagdouma Community Center	B. Final Notice of Completion			
Task 4: Bagdouma Park: - Install New Swingset at Bagdouma Park (City of Coachella)				
A. Purchase and Order New Swingset with Inclusive Features	A. Proof of purchase	January 2025 - January 2028	\$110,000.00	\$0
B. Install New Concrete Footings for Swingset	B. Installation photos of Concrete Footings			
C. Install New Swingset and Complete Project	C. Installation photos of Swingset and Complete Project			
Task 5: Project, Contract, and Grant Management				
A. Internal staff time dedicated to program, project, contract management activities including attending mandatory meetings, conducting reporting and assessment work, administering the grant and funding, communicating with TCC staff and Partners, etc.	A. Bi-monthly reporting, annual reporting, etc.	Project Completion Period	\$10,000.00	\$0

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Project #3: Bagdouma Wellness Hub		Strategy: 8 - Health Equity and Well-Being		
Equipment (entire project)				
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	\$0	\$0
Contingency		Project Completion Period	\$255,378.00	\$0
		Project Total	\$3,091,718.00	\$0

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Project #4: Coachella Energy for All		Strategy: 4 - Solar Installation, Energy Efficiency, and Appliance Electrification		
Lead Entity: GRID Alternatives Inland Empire				
Project Description: GRID Alternatives Inland Empire (GRID) will install 294 kW-DC of installed solar capacity for approximately 75 single-family homeowners in the Project Area (average system size of 4.2kW per home, \$4.49/W). GRID commits leveraged funds to overcome barriers to solar readiness and provide electric upgrades beyond available TCC repair funds. These services may include electrical main service panel upgrades, electric vehicle charging infrastructure, and cool roofing repair. Roofing materials used will have high solar reflectance and thermal emittance properties, and Solar Reflective Index equal or greater than CEC requirements for the building climate zone (SIR < 75). By installing CRRC-rated cool roof products, the home will be more energy efficient, thereby further decreasing the production of associated air pollution and GHG.				
Operations & Maintenance Plan: GRID provides a 10-year labor warranty for any operation and maintenance issues that may arise starting from the date of installation. Additionally, the third-party owner SunRun provides a five-year roof penetration warranty, and a 25-year no-cost repair warranty. GRID warranties all equipment for a period of 10 years, and for a period of 25 years if equipment is SunRun approved through our third-party owner model. These warranties do not cover issues unrelated to the solar system or any pre-existing conditions. GRID extends multiple equipment warranties, including a module warranty for 15 years, an inverter warranty for 10 years, a racking warranty for 10 years, and an optimizer for 10 years. This ensures a long life of service for the solar equipment and resiliency of the project infrastructure. GRID will monitor the system using Enphase's Enlighten technology, which will notify our staff when the system is not performing adequately. GRID will provide solar clients post-installation training, including instructions on how to read their utility bill, as well as how to operate, clean and maintain the system. Under a third-party owner prepaid power purchase agreement (PPA), the benefitting low-income households continue to be responsible for keeping greenery trimmed, not permitting any condition that would cause the solar system to not operate as intended. The homeowners are responsible for notifying GRID if there is a problem, such as damage, disturbance, or theft of the solar system, so it can be addressed swiftly.				
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
Task 1: Pre-Construction: Outreach and Design & Permitting				

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Project #4: Coachella Energy for All		Strategy: 4 - Solar Installation, Energy Efficiency, and Appliance Electrification		
A. Outreach: Implement community engagement strategies in the Project Area to raise awareness of Coachella Prospera's no-cost Energy for All Program through community events, canvassing, direct mail, digital and print advertising, tabling, etc.	A. Summary of Community Engagement/Education conducted and people reached	Project Completion Period	Included in Price/KW Rate*	\$0
B. Outreach: Conduct pre-screens to confirm eligible single-family properties in the Project Area	B. Application submissions			
C. Outreach: Secure client data, including usage and sign contracts with property owners/program applicants	C. Completed contract for system installations			
D. Design: Conduct site visits to determine roof and electrical needs, conduct shade analysis and take measurements to inform design process; Finalize solar PV system designs, complete needed roof and electrical repairs (if applicable) and secure building permits and other approvals as appropriate	D. Completed Solar PV Design Building permit received from City of Coachella			
Task 2: Construction and Post Construction				

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Project #4: Coachella Energy for All		Strategy: 4 - Solar Installation, Energy Efficiency, and Appliance Electrification		
A. Construction: Install solar PV systems and commissioning of the system on 75 low-income single-family homes	A. 1) Bimonthly summary reports of household progress that period, including (but not limited to): address, method of contact/intake, date of assessment, date permits pulled, date of installation, number of kW installed, final inspection report date, and connection date 2) Final summary table that logs all participating residents, dates installed, and # of kW installed	Project Completion Period	\$1,986,514.95	\$125,000.00
B. Post-Construction: Conduct post-installation follow-up including inspection, permission to operate, homeowner training/bill savings	B. Warrantee information delivered to homeowner			
C. Post-Construction: Project and Contract management and reporting	C. Project and Contract management and reports/invoices based on installation date submitted as required	Project Performance Period		
Equipment (entire project)		Project Completion Period	\$0	\$0
Lead Entity Indirect Costs	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement.		\$0	\$0

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Project #4: Coachella Energy for All		Strategy: 4 - Solar Installation, Energy Efficiency, and Appliance Electrification	
		Project Total	\$1,986,514.95 \$125,000.00
*Project Partner has been approved for a rate of \$4.49 per watt (\$4488.14 per kilowatt) of completed installations. The rate includes outreach, personnel, installation labor, installation tasks and supplies, and solar installation equipment.			

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Project #5: Coachella Urban Greening Project		Strategy: 7 - Urban Greening and Green Infrastructure		
Lead Entity: City of Coachella				
Project Description: The project will plant 286 low-water trees, 99 low-water shrubs, and 3100 square feet of low-water desert landscaping. This will include trees to be planted at the Coachella Transit Hub and along Fifth Street near the Transit Hub, as well as street tree plantings, and tree giveaways for residents who participate in workshops on tree watering and maintenance. For the transit hub and street trees, complete water efficient irrigation systems will be installed along with desert landscape.				
Operations & Maintenance Plan: The City of Coachella has committed to including the planted trees within their operations and maintenance programming. The City does not have an Urban Forestry Master Plan or an official Operations & Maintenance plan that includes tree care, but stated in their letter that all trees added to the City's urban forest are maintained on a monthly basis by landscape maintenance contractors. All funding will be contingent on further explanation for the 3-year establishment period required by CAL FIRE, as noted in reimbursement conditions below.				
Special Reimbursement Conditions: Funding for Task 2 and 3 is contingent on the Readiness Requirements in Task 1. This includes a CEQA Notice of Exemption for all project components, a project tree palette approve by certified urban forester, consultation with the Regional Urban Forester, final project designs, and an Operations & Maintenance plan aligned with CalFire standards for tree care.				
For the trees planted in public ROW, the City of Coachella must provide an O&M Plan demonstrating a plan and mechanism to ensure sufficient watering and maintenance for newly planted trees during the establishment period (3 years). For the trees to be given to residents, the Urban Conservation Corps must provide a sample of the resident training curriculum and homeowner agreement to properly establish and care for the trees received.				
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
TASK 1: Predevelopment Activities				
A. Coordinate with City of Coachella regarding approval to plant. Activities include CEQA and city permitting (plantings are completely within city ROW)	A. CEQA Notice of Exemption (NOE) and street tree planting permit	Project Completion Period	\$25,092.00	\$0

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Project #5: Coachella Urban Greening Project		Strategy: 7 - Urban Greening and Green Infrastructure		
B. Finalize project tree palette in consultation with the City and Regional Urban Forester and informed by site walks of prioritized project planting locations.	B. Project tree palette approved by City & Regional Forester			
C. Complete preliminary geographic project plans and design.	C. Project maps and design specifications			
D. Submit tree planting work plans for City approval detailing proposed tree species, locations and planting dates. Tree location and species will be made on a street-by-street basis, with considerations that include parkway size, overhead utilities, uniformity with current trees as well as species diversity, availability of good nursery stock, and City and community input.	D. City approval of site specific planting plans			
E. Hire & train five (5) workforce development program team members for UCC. Team members must be from the Coachella Prospera project area and demonstrate an interest in pursuing arboriculture, forestry, and/or any other environmental related field.	E. Proof of hire & training			
F. Confirm Operations & Maintenance Plan aligned with CAL FIRE tree establishment standards	F. Operations & Maintenance Plan			
TASK 2: Community Engagement (in partnership with Urban Youth Conservation Corps and Alianza)				

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Project #5: Coachella Urban Greening Project		Strategy: 7 - Urban Greening and Green Infrastructure		
A. Plan, promote and execute a series of project “kick-off events” with the City, community, and project partners to facilitate community input regarding tree planting plans. Community input will be solicited through engaging methods such as poster boards on which community members can indicate planting plan preferences.	A. Event summaries including: Date/time/location; Outreach Materials; Summary of attendance and outcomes	Project Completion Period	\$328,770.40	\$0
B. Develop and implement a community engagement plan to accomplish the following: Conduct targeted outreach to residents through community events and canvassing on prioritized project routes to promote adoption of trees in their parkway (where feasible) and to solicit input on planting plan specifics. Provision of community input shall be informed through educational materials describing the benefits of expanded tree canopy. Community input shall be recorded on surveys administered electronically to facilitate subsequent compilation and analysis. Promote the project and recruit volunteers through high schools, faith-based groups, CBOs and their constituents. Coordinate with the City to ensure all residents adjacent to street tree planting locations are informed regarding planting activities. Community members will receive	B. 1) Educational materials. 2) Summary reports of community and stakeholder engagements metrics such as number of people engaged, opt in and out results, secured commitments for yard retrofit program.			

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Project #5: Coachella Urban Greening Project		Strategy: 7 - Urban Greening and Green Infrastructure		
leave-behinds with details on recommended care activities and care and watering schedule, and provided with a watering bucket to encourage critical watering during establishment term.				
C. Conduct targeted outreach and hold community events for tree giveaway (254 trees). During these events, community members will receive one 25-gallon tree to plant in their own yards. Events will include a workshop on recommended care activities and watering schedule.	C. Log of trees distributed to residents who have completed tree care training			
Task 3: Construction/Tree Installation				
A. RFP & Selection of Contractor for Urban Greening Project	A. 100% Plans, Specifications, & Estimates (PSE)	Project Completion Period	\$282,425.00	\$0
B. Complete tree/landscape installation at Transit Hub and along Fifth Street Paseo from Transit Hub	B. Final Notice of Completion, Photos of Planted Trees			
TASK 4: Project Management, Grant Administration, Data Tracking, and Reporting				
A. Project progress reports and invoicing	A. Reports and invoicing	Project Completion Period	\$89,479.60	\$0
B. Coordinate with partners and funders regarding project planning and implementation, task scheduling, budget management and invoicing. Attend partner meetings.	B. Summary of partner/stakeholder coordination			

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Project #5: Coachella Urban Greening Project		Strategy: 7 - Urban Greening and Green Infrastructure		
C. Reoccurring Meetings with Grantee and Subcontractor	C. Bi-monthly and Annual Reports			
D. Indicator Tracking and Reporting	D. Indicator tracking and reporting			
Equipment (entire project)		Project Completion Period	\$0	\$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	\$48,990.00	\$0
		Project Total	\$774,757.00	\$0

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Project #6: Connecting Coachella		Strategy: 3.1 - Active Transportation		
Lead Entity: City of Coachella				
Project Description: Add 5,100 LF of Class II Green Bike Lanes along Shady Lane between Avenue 52 and Ninth Street and Orchard Avenue between Ninth Street and Shady Lane. Construct missing sidewalk links along Grapefruit Blvd between Ninth Street and Bagdad Avenue, only if budget allows after Bike Lanes are added.				
Operations & Maintenance Plan: City of Coachella will provide O&M per City's normal maintenance plan.				
Special Reimbursement Conditions: Completion of Task 1 and 2 predevelopment activities to be completed prior to construction, and no later than Year 1. Predevelopment activities include Notice of Exemption and plans, specifications and engineer's estimates.				
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
Task 1: Predevelopment - CEQA Permit				
A. CEQA -File Notice of Exemption	A. Completed and approved permits	January - March 2025	\$100.00	\$0
Task 2: Plans, Specifications and Engineer's Estimates				
B. Develop final plans, specifications and engineer's estimates to complete a packet for construction of proposed bike lanes and sidewalks. This would require an RFP for professional services to hire three consultants for the duration of one year.	B. Complete approved final PS&E Package	January - October 2025	\$70,000.00	\$0
Task 3: Construction of ATP elements				
A. Construction: Shady Lane Class II Bike Lanes	A. Notice of Completion Photos of completed bike lanes	Project Completion Period	\$565,650.00	\$0
B. Construction: Orchard Ave Class II Bike Lanes	B. Notice of Completion Photos of completed bike lanes			

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Project #6: Connecting Coachella		Strategy: 3.1 - Active Transportation		
C. Construction: Grapefruit Blvd. Sidewalk (Only if budget allows after addition of Bike Lanes)	C. Notice of Completion Photos of completed sidewalks			
TASK 4: Project Management, Grant Administration and Reporting				
Project team check-ins, quarterly project team and City check-ins, bi-monthly invoicing and progress reports, indicator tracking, and final reports	A. Bi-monthly invoices and progress reports, annual reports and final reports.	Project Completion Period	\$40,855.45	\$0
Contingency		Project Completion Period	\$60,650.55	\$0
Equipment (entire project)		Project Completion Period	\$0.00	\$0
Indirect Costs	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement.	Project Completion Period	\$0.00	\$0
Project Total			\$737,256.00	\$0

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Project #7: Sierra Vista Park		Strategies: 7 - Urban Greening and Green Infrastructure 8 - Health Equity and Well-Being Wellness		
Lead Entity: City of Coachella				
Project Description: The project will provide capital improvements, including pre-fab restroom, drinking fountain, bicycle repair kiosk and ADA sidewalk at Sierra Vista Park. Park greening will include 8 trees, 24 shrubs, and the installation of 1600 square feet of desert landscaping, and irrigation at Sierra Vista Park.				
Operations & Maintenance Plan: The City of Coachella has committed to including the planted trees within their operations and maintenance programming. The City does not have an Urban Forestry Master Plan or an official Operations & Maintenance plan that includes tree care, but stated in their letter that all trees added to the City's urban forest are maintained on a monthly basis by landscape maintenance contractors. All funding will be contingent on further explanation for the 3-year establishment period required by CalFire, as noted in reimbursement conditions below.				
All park improvements will be maintained following the city's Operations and Maintenance plan.				
Special Reimbursement Conditions: Funding for Task 2 and 3 is contingent on the Readiness Requirements in Task 1. This includes a CEQA Notice of Exemption for all project components, a project tree palette approved by a certified urban forester, consultation with the Regional Urban Forester, final project designs, and Operations & Maintenance plan aligned with CAL FIRE standards for tree care.				
For the trees planted in the park and in the ROW, the City of Coachella must provide an O&M Plan demonstrating a plan and mechanism to ensure sufficient watering and maintenance for newly planted trees during the establishment period.				
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
Task 1: Predevelopment				
A. CEQA Compliance: NOE	A. CEQA Notice of Exemption	Year 1	\$15,000.00	\$0
B. Design Plans for Sierra Vista	B. 100% Designs, Specifications, and Estimates			
C. City permits	C. Permits			

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Project #7: Sierra Vista Park		Strategies: 7 - Urban Greening and Green Infrastructure 8 - Health Equity and Well-Being Wellness		
D. RFP & Selection of Contractor for Sierra Vista Park	D. Final notice of bid selection			
E. Operations & Maintenance Plan aligned with CAL FIRE tree establishment standards	E. Operations & Maintenance Plan			
Task 2: Sierra Vista - Park Improvements				
A. Remove Existing Restroom	A. Final Notice of Completion; Photos	Years 1-3	\$520,000.00	\$0
B. Remove + Replace Concrete Foundation				
C. Adjust Utility Connections				
D. Purchase and Install Pre-fabricated Restroom Building				
E. Drinking Fountain and Bicycle Repair Kiosk				
F. ADA Accessibility to Restroom				
Task 3: Sierra Vista - Urban Greening				
A. Park renovation and urban greening at Sierra Vista Park	A. 1) Final Notice of Completion; 2) Before/After photos of improvements	Project Completion Period	\$55,300.00	\$0
B. Tree watering and establishment	B. Log of tree watering and maintenance			
Task 4: Project, Contract, and Grant Management				

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Project #7: Sierra Vista Park		Strategies: 7 - Urban Greening and Green Infrastructure 8 - Health Equity and Well-Being Wellness		
A. Internal staff time dedicated to program, project, contract management activities including attending mandatory meetings, conducting reporting and assessment work, administering the grant and funding, communicating with TCC staff and partners, etc.	A. Bi-monthly reporting, annual reporting, etc.	Project Completion Period	\$10,000.00	\$0
Equipment (entire project)		Project Completion Period	\$0	\$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	\$0	\$0
Contingency (Not to exceed 10%)		Project Completion Period	\$55,030.00	\$0
Project Total			\$655,330.00	\$0

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Project #8: Avenue 53 Tot Lot		Strategies: 7 - Urban Greening and Green Infrastructure 8 - Health Equity and Well-Being Wellness		
Lead Entity: City of Coachella				
Project Description: The project will provide capital improvements, including a shade structure, 2 picnic tables, trash cans, benches, safety lighting, playground equipment, a swingset and a safety fence. Park greening will include 6 trees, 18 shrubs, 500 square feet of desert landscaping, and irrigation at the Avenue 53 Tot Lot.				
Operations & Maintenance Plan: The City of Coachella has committed to including the planted trees within their operations and maintenance programming. The City does not have an Urban Forestry Master Plan or an official Operations & Maintenance plan that includes tree care, but stated in their letter that all trees added to the City's urban forest are maintained on a monthly basis by landscape maintenance contractors. All funding will be contingent on further explanation for the 3-year establishment period required by CalFire, as noted in reimbursement conditions below.				
All park improvements will be maintained consistent with the City's Operations and Maintenance plan.				
Special Reimbursement Conditions: Funding for Task 2 and 3 is contingent on the Readiness Requirements in Task 1. This includes a CEQA Notice of Exemption for all project components, a project tree palette approve by certified urban forester, consultation with the Regional Urban Forester, final project designs, and Operations & Maintenance plan aligned with CAL FIRE standards for tree care.				
For the trees planted in the park and in the ROW, the City of Coachella must provide an O&M Plan demonstrating a plan and mechanism to ensure sufficient watering and maintenance for newly planted trees during the establishment period.				
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
Task 1: Predevelopment				
A. CEQA Compliance: NOE	A. CEQA Notice of Exemption	Year 1	\$5,000.00	\$24,900.00
B. Design Plans for Sierra Vista	B. 100% Designs, Specifications, and Estimates			
C. City permits	C. Permits			

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Project #8: Avenue 53 Tot Lot		Strategies: 7 - Urban Greening and Green Infrastructure 8 - Health Equity and Well-Being Wellness		
D. RFP & Selection of Contractor for Ave 53 Tot Lot	D. Final notice of bid selection			
E. Operations & Maintenance Plan aligned with CAL FIRE tree establishment standards	E. Operations & Maintenance Plan			
Task 2: Park Improvements Tot Lot on Avenue 53 + Calle Empalme				
A. Prepare site for construction by replacing existing playground equipment with new playground equipment. This includes 1 large playground structure, 1 swingset, 1 zipline, and 4 smaller pieces of play equipment. Install new shade structure, purchase and install 2 picnic tables, 5 benches, 4 trash cans, 8 safety lighting. Remove and install new safety fence.	A. Final Notice of Completion	Years 1-2	\$549,070.00	\$0
Task 3: Urban Greening at Tot Lot on Avenue 53/Calle Empalme				
A. Park renovation and urban greening at Ave 53 Tot Lot	A. 1) Final Notice of Completion; 2) Before/After photos of improvements	Project Completion Period	\$31,850.00	\$0
B. Tree watering and establishment	B. Log of tree watering and maintenance			
Task 4: Project, Contract, and Grant Management				

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Project #8: Avenue 53 Tot Lot		Strategies: 7 - Urban Greening and Green Infrastructure 8 - Health Equity and Well-Being Wellness		
A. Internal staff time dedicated to program, project, contract management activities including attending mandatory meetings, conducting reporting and assessment work, administering the grant and funding, communicating with TCC staff and partners, etc.	A. Bi-monthly reporting, annual reporting, etc.	Project Completion Period	\$10,000.00	\$0
Equipment (entire project)		Project Completion Period	\$0	\$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	\$0	\$0
Contingency (Not to exceed 10%)		Project Completion Period	\$59,092.00	\$0
Project Total			\$655,012.00	\$24,900.00

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Project #9: Veterans' Park and Dateland Park		Strategy: 8 - Health Equity and Well-Being		
Lead Entity: City of Coachella				
Project Description: The project will include capital improvements and enhanced recreational access to 2 neighborhood parks throughout the Coachella Prospera project area: Veterans' Park and Dateland Park.				
Operations & Maintenance Plan: All park improvements will be maintained consistent with the City's Operations and Maintenance plan.				
Special Reimbursement Conditions: Funding for Task 2 and 3 is contingent on the Readiness Requirements in Task 1. This includes a CEQA Notice of Exemption for all project components, final project designs, and an Operations & Maintenance plan.				
To ensure the eligibility and sustainability of investments at both proposed project sites, the City must also provide information on the broader plans for these parks, including whether any other park renovations are being conducted or planned at these sites. For the proposed Splash Pad, the City must develop a proposal to ensure sustainable water use to the extent possible for TCC staff to approve.				
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
Task 1: Predevelopment				
A. CEQA Compliance: NOE	A. CEQA Notice of Exemption (NOE)	Year 1	\$10,000.00	\$60,000.00
B. Design improved Skateboard area in Dateland Park in alignment with broader park renovation and investment plans	B. 1) Documentation of general Dateland Park plans 2)100% Plans, Specifications, Estimates for improved skate area			
C. Design Plans for Veterans' Park Splash Pad in alignment with broader park renovation and investment plans	C. 1) Documentation of general Dateland Park plans 2)100% Plans, Specifications, Estimates for improved skate area			

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Project #9: Veterans' Park and Dateland Park		Strategy: 8 - Health Equity and Well-Being		
D. City permit process	D. Permits			
E. Operations & Maintenance Plan	E. Operations & Maintenance Plan			
Task 2: Health and Well-Being - Dateland Park Rehabilitation of Skate Area Elements				
A. Community outreach: Engage the Youth About Improvements by conducting one pop-up and one workshop	A. Summary of community outreach activities and outcomes	Years 1-3	\$200,000.00	\$0
B. Remove Existing skate bowl and install new equipment including 1 new skate bowl, 1 fun box, 1 little launcher,	B. Final Notice of Completion; Photos			
Task 3: Health and Well-Being - Install New Splash Pad at Veterans' Memorial Park				
A. Landscape Restoration	A. Documentation of landscape improvements at Veterans' Memorial Park	Years 1-3	\$607,270.00	\$0
B. Install new Splash Pad	B. Final Notice of Completion; Photos			
Task 4: Project, Contract, and Grant Management				
A. Internal staff time dedicated to program, project, contract management activities including attending mandatory meetings, conducting reporting and assessment work, administering the grant and funding, communicating with TCC staff and partners, etc.	A. Bi-monthly reporting, annual reporting, etc.	Project Completion Period	\$10,000.00	\$0

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Project #9: Veterans' Park and Dateland Park		Strategy: 8 - Health Equity and Well-Being		
Equipment (entire project)		Project Completion Period	\$0	\$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	\$0	\$0
Contingency (Not to exceed 10%)		Project Completion Period	\$81,727.00	\$0
Project Total			\$908,997.00	\$60,000.00

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Budget and Schedule of Deliverables for Transformative Plans

Community Engagement Plan		Lead Entity: Alianza Coachella Valley		
Plan Description: Alianza Coachella Valley will coordinate, lead, and implement a multi-layered community engagement plan to ensure that the community's feedback throughout the City of Coachella TCC Projects' scope of work is received and implemented. This includes learning exchanges, surveys, focus groups, advisory council, and canvassing to inform residents about housing project, health & well-being, workforce development, rooftop solars, urban greening opportunities, and other grant-related projects.				
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
Task 1: Community Engagement & Outreach				
A. Finalize the TCC 5-year community engagement plan and needed reports. To be completed and presented to partners for review by month 1.	A. Final Draft Community Engagement Plan	Project Completion Period	\$578,309.50	\$0
B. Conduct ongoing project-related outreach to inform residents about projects. (Ex: Door to door canvassing, texting app, etc.)	B. Bimonthly Outreach data logs; survey data			
C. Hold the first learning exchange/workshop to announce the beginning of Coachella Prospera's project(s), timeline of completion, ways for community involvement and more.	C. Meeting Summary including but not limited to: Flyers, number of residents in attendance, date/time/location, summary of outcomes			

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Community Engagement Plan		Lead Entity: Alianza Coachella Valley		
D. Hold learning exchanges/workshops 2-4, which will be held at various project sites throughout the grant period in the City of Coachella. (1 learning exchange per year. Total of 5)	D. Meeting Summaries including but not limited to: Flyers, number of residents in attendance, date/time/location, summary of outcomes			
E. Customize engagement per strategy to collect feedback about implementation. (Ex: Surveys, pop up events, participatory budgeting, etc.) **On a rolling basis and will be frequently evaluated to ensure that the community engagement strategies align with community needs for successful engagement.	E. Summary of engagement updates including but not limited to: Survey data, number of residents in attendance, feedback and changes implemented.			
F. Create an advisory council that will include elders, adults, and youth. It will be the backbone of our community engagement plan by providing a platform for governance, capacity building training, along with decision-making processes	F. Documentation of advisory council establishment (i.e. Bylaws, Roles and Responsibilities, Agreements)			

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Community Engagement Plan		Lead Entity: Alianza Coachella Valley		
and oversight for projects' scope of work.				
G. Maintain the advisory council that will include elders, adults, and youth. Meeting dates and locations TBD by the advisory council during month 3	G. Bimonthly Meeting Summaries including but not limited to: Number of residents in attendance, survey data, date/time/location, summary of outcomes			
H. Hold the last learning exchange/workshop for Coachella Prospera at the Coachella Library to wrap up the projects and inform the community of all that has been done throughout the 5 years. As well as to go over what comes next.	H. Meeting Summaries including but not limited to: Flyers, number of residents in attendance, date/time/location, summary of outcomes			
Task 2: Communications				
A. TCC 5-year communications plan completed and presented to Partners for review by month 2.	A. Final Draft of Communication Plan.	Project Completion Period	\$357,240.50	\$0
B. Release a minimum of forty-eight (48) branded social media messages per year (via Facebook, Twitter,	B. Bimonthly update of Number of social media messages and engagement statistics			

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Community Engagement Plan		Lead Entity: Alianza Coachella Valley		
and Instagram) **On a rolling basis				
C. Release radio station advertisements of 30 seconds each, in two languages (English and Spanish), to inform the community of projects and provide information for feedback events/opportunities. (Estimated around 30 ads)	C. Summary report of radio marketing (in progress reports)			
D. Work with the City of Coachella to update the project website on a rolling basis to highlight and provide information on projects' scope of work.	D. Summary of updates and links to relevant web pages			
E. Design and release 2 billboards. One for the start of the initiative and one to announce the completion of the scopes of work.	E. Documentation of billboard announcements			
F. Design and disburse 20,000 pieces of collateral and educational materials. (Ex: Door hangers, flyers, pamphlets, guides, etc.) **On a rolling basis (As	F. Bimonthly Outreach Summary including but not limited to: Number of touches/in-person contact made with community members and number of attendees at events where materials will be disbursed			

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Community Engagement Plan		Lead Entity: Alianza Coachella Valley		
needed for various stages of the projects)				
Task 3: Project & Grant Management				
A. Reoccurring Meetings with Grantee and Contractor	A. Progress Report Updates	Project Completion Period	\$52,200.00	\$0
B. Indicator Tracking and Reporting	B. Bi-monthly and Annual Reports	Grant Period		
C. Invoicing and Progress Reports	C. Bi-monthly Invoices and Progress Reports	Project Completion Period		
Equipment (entire project)		Project Completion Period	\$0.00	\$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	\$118,500.00	\$0
Plan Total			\$1,106,250.00	\$0

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Workforce Development and Economic Opportunities Plan (WDEOP)		Lead Entity: Center for Employment Training		
Plan Description: The proposed project aims to provide high-quality career pathways for those with barriers to employment in high-paying industries that are proven in demand to ensure that students retain employment in jobs that lead to self-sufficiency and economic independence. Students will work directly with CET staff to ensure they receive supportive services, such as financial assistance, individualized education plans, and alternative resources through our active referral network.				
Special Reimbursement Conditions: 1) Completion of Task 4B and TCC review and approval of CET's final proposed course curriculum (including structure, length, accreditation, etc.) before building out the lab. 2) Task 2: TCC review and approval of the breakdown of equipment and supplies costs will be required to ensure cost eligibility before the buildout of the electrician training lab. 3) TCC review and approval of breakdown of staff and other costs included in the \$682,250 line item for Task 2 (CET Career Pathway Programs).				
Workforce Training Reimbursements: For programs where TCC is directly funding trainee stipends or course fees/tuition, reimbursement will only be provided for trainees who complete 85% or more of committed training hours or receive employment in the field of training. Each training partner must establish systems to track and report the progress of trainees for reimbursement and deliverable tracking.				
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
Task 1: Outreach and Program Management (CET) Note: This task is budgeted/administered through Task 2				
A. Conduct outreach in the Project Area through flyers, social media, and community events	A. Bimonthly summary report of outreach activities, including flyer, social media posts and engagement, and community events	Project Completion Period	\$0	\$0
B. Conduct Orientations/Tours for minimum of 150 residents	B. Log of recruitment and orientations			

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Workforce Development and Economic Opportunities Plan (WDEOP)		Lead Entity: Center for Employment Training		
C. Coordination Strategy with WDEOP Team and Coachella Prospera	C. Monthly Coordination Meetings; Centralized Outreach Calendar, Creation of Outreach Teams, Feedback Surveys			
D. Annual Review - (Review completion rates and assess factors that lead to trainees dropping out of training program; consider if stipend structure or additional support may address that.)	D. Annual Review of Completion Rates and Strategies			
E. Grant Administration and Reporting	E. Bimonthly Progress Reports and Invoices, Annual Reports, and Indicator Tracking			
Task 2: Enroll Individuals in CET Career Pathway Programs				
A. Administer assessment test and create Individual Employment Plan for every student (goal of 62 enrollments)	A-F. Log of trainee enrollments, individual employment plans, training progress, and services provided	Project Completion Period	\$686,250.10	\$0
B. Enroll 22 students in Green Building Construction Skills				
C. Enroll 30 students in HVAC Technician & Green Technology				

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Workforce Development and Economic Opportunities Plan (WDEOP)		Lead Entity: Center for Employment Training		
D. Enroll 10 students in Electrician (Residential & General)				
Task 3: Place Graduates in Employment (CET)				
Note: This task is budgeted/administered through Task 2				
A. Students complete Job Prep competency (goal of 46 student)	A-E. Log of job readiness training, job placements, and wrap-around services for students placed in jobs	Project Completion Period	\$0	\$0
B. Assist students with Resume (goal of 46 students)				
C. Provide Job Placement Assistance (goal of 46 students)				
D. Place graduates in employment (goal of 38 graduates)				
E. Follow-up with students for retention for a minimum of 1 year (goal of 62 students)				
Task 4: Implement a New CET Electrician Training Course				
Note: This task is budgeted/administered through Task 2				
A. Conduct Labor Market Study	A. Labor Market Study	Project Completion Period	\$0	\$16,659.26
B. Submit application for program approval to COE, BPPE, DE, VA	B. Approvals of course curriculum (structure, length, accreditation, etc.)			
C. Hire qualified instructor	C. Summary of Staff Hired			

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Workforce Development and Economic Opportunities Plan (WDEOP)		Lead Entity: Center for Employment Training		
D. Build and equip Electrician lab	D. 1) Final designs and equipment funding proposals for TCC approval 2) Documentation of completed electrician lab			
E. Obtain CA Dept. of Industrial Relations approval	E. Documentation of Approval			
F. Begin enrolling students in the Electrician program (goal of 10 enrollments - same as Task 2.D.)	F. Log of trainee enrollments, individual employment plans, training progress, and services provided			
Task 5: Implement GRID Alternatives Installation Basics Training Program				
A. Recruit participants in and near the project map area in collaboration with TCC Coachella and other local community partners	A. Summary report of recruitment activities and applications received	Project Completion Period	\$102,136.55	\$17,250.00
B. Select trainees and determine eligibility for forty (40) paid opportunities on GRID builds	B. Log of trainees on GRID solar residential projects, at 16 hours per project for a total of 880 hours of paid job training			
C. Execute training program	C. Trainees to learn and work on-site under GRID supervision			
D. Provide Case Management	D. Log of trainee support on job readiness and career search			
E. Place 5 trainees in jobs	E. Log of job placements			

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Workforce Development and Economic Opportunities Plan (WDEOP)		Lead Entity: Center for Employment Training		
F. Grant Administration and Reporting	F. Bimonthly Progress Reports and Invoices, Annual Reports, and Indicator Tracking			
Task 6: Implement GRID Alternatives SolarCorps Fellowship Program				
A. Recruit and hire three (3) Solar Fellows	A. Summary of recruitment activities completed and hired Fellows	Project Completion Period	\$0	\$132,683.08
B. Execute training program	B. Report on training program activities			
C. Provide Case Management	C. Log of trainee support on job readiness and career search			
Task 7: Implement UCC Track B programs				
A. Recruit and train participants in and near the Project Area, ages 18-26, to participate in on-the-job training in industries supporting a net-zero economy, including urban forestry/greening, sustainability, and conservation. (goal of 30 participants - 80% from Project Area)	A. Summary of recruitment activities completed, applications received, program participants enrolled	Project Completion Period	\$178,572.19	\$138,521.24
B. Enroll corpsmembers in UCC program and Charter School as needed	B-C. Log of trainee enrollments, individual employment plans, training progress, and services provided			
C. Enroll corpsmembers in training Track B training programs				

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Workforce Development and Economic Opportunities Plan (WDEOP)		Lead Entity: Center for Employment Training		
D. Provide paid job training and work experience on 50 conservation projects to young people ages 18-26 through the Urban Conservation Corps	D. Log of training provided, work experiences, and conservation projects			
E. Provide career exploration, support services, and case management for up to 30 young people	E. Log of support services completed			
F. Provide young people aged 18-26 in need of a High School diploma the opportunity to earn their diploma with John Muir Charter School, onsite at the UCC Coachella Valley site	F. Summary report of trainees receiving diploma support			
G. Grant Administration and Reporting	G. Bimonthly Progress Reports and Invoices, Annual Reports, and Indicator Tracking			
Equipment (entire project)	Equipment for electrician training lab is contingent on approved proposal	Project Completion Period	\$107,142.76	\$0
CET Indirect Costs (Task 4)	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement. (Note - CET indirect only for lab buildout less any equipment costs that exceed \$5,000)	Project Completion Period	\$12,857.14	\$0

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Workforce Development and Economic Opportunities Plan (WDEOP)		Lead Entity: Center for Employment Training		
UCC Indirect Costs	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement	Project Completion Period	\$21,427.81	\$0
GRID Indirect	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement	Project Completion Period	\$11,348.50	\$0
Total Indirect Costs			\$45,633.45	\$0
Plan Total			\$1,119,735.05	\$305,113.58

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Displacement Avoidance Plan		Lead Entity: Kounkuey Design Initiative		
Plan Description: The Displacement Avoidance Plan (DAP) outlines a range of strategic policies and programs that respond to the priorities of vulnerable tenants and small businesses and help them stay in place to reap the benefits of a more sustainable, climate-resilient city. At the heart of the DAP is a commitment to inclusive outreach and engagement, cultivation of leadership and decision-making capacity among residents and small business owners, and policy development tailored to project area needs.				
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
Task 1: DAP Coordination and Grant Management				
A. Project Team Coordination and Reporting, including monthly internal KDI project team check-ins, quarterly DAP project team and City officials check-ins, invoicing and bi-monthly progress reports, indicator tracking and final reports	A. Bimonthly invoices and progress reports, annual reports and final reports	Project Completion Period	\$63,698.00	\$0.00
B. Regular check-in calls and communication with City staff and local elected officials regarding proposed policies and programs	B. Summary report of local partnerships and communications			
C. External communications like interviews, panel participation, webinars and city media campaigns for the purpose of project outreach and engagement.	C. Summary of communications completed in progress reports			
Task 2: Community Education, Outreach and Engagement				
A. Fair Housing Council of Riverside County will conduct education on fair housing laws and landlord tenant rights and responsibilities, provide information materials on fair housing, educate tenants and housing providers on how to properly handle request for reasonable accommodations or modifications.	A. Outreach and educational materials, summary of tenant education performed	Years 1- 3	\$156,855.00	\$0

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Displacement Avoidance Plan		Lead Entity: Kounkuey Design Initiative		
B. FHCRC will provide mediation and conciliation services associated with housing disputes	B. Summary of mediation and conciliation services provided/conducted			
C. FHCRC will conduct community presentations at community events and participate in outreach activities. Approximately two workshops a year for three years, and presentations at one community events per year for three years and participate in various other outreach activities.	C. Summary of events & outreach efforts			
D. KDI will produce graphically engaging materials (e.g. tenants rights pamphlets) that make technical information accessible to people of all abilities for all DAP tasks and will be translated to Spanish	D. Outreach Materials			
Task 3: Small Business Alliance				
A. Kounkuey Design Initiative, with support from Coachella City Staff, will form the Small Business Alliance coalition, building on engagement with small business owners to develop the Displacement Avoidance Plan. This Alliance will meet monthly for the first 6 months and then quarterly for the duration of the project to discuss, prioritize, and advocate for small business needs, and monitor implementation of small business policy and programs. This group will create robust lines of communication with Coachella City Staff to learn about City-sponsored business support programs, and will encourage small business owners to be more directly involved in decision-making.	A. Small Business Alliance Charter (within the first six months) and meeting agendas and minutes.	Project Completion Period	\$163,257.00	\$0

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Displacement Avoidance Plan		Lead Entity: Kounkuey Design Initiative		
B. City-staff will develop policy, program, and operational responses to address small business owner concerns	B. Final Program Implementation Plan			
C. KDI will conduct outreach to small business owners to attend alliance meetings	C. Outreach and engagement plan			
Task 4: Resident Leadership Ambassador Program				
A. KDI will convene up to 5 Resident Ambassadors and hire them as community experts to meet monthly for the duration of the Implementation phase to consult on the development of an outreach plan for disseminating tenant resources.	A. Summary of Resident Ambassador Group monthly meetings, and outreach plan.	Years 1 - 3	\$144,060.00	\$0.00
B. The Ambassadors will share ongoing resident priorities, learn about anti-displacement best practices, conduct outreach for DAP-related events and meetings, help disseminate tenant resources and information, and help keep City officials accountable for DAP implementation. This group will complement the outreach led by CEP partners (Alianza) (which will include door knocking, tabling at City of Coachella events), and the tenant education led FHCRC (Task 2 above)	B. Bi-monthly summary of outreach and engagement activities including events and meetings attended, dissemination of tenant resources, gathering of resident priorities & needs, tracking displacement trends.			
Task 5: DAP Policy Technical Support				

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Displacement Avoidance Plan		Lead Entity: Kounkuey Design Initiative		
A. KE Impact will support the KDI team and City of Coachella Staff with policy and program research, development, and writing, including: researching and synthesizing policies and programs from other cities, analyzing local data to inform policy development, composing policy memos, drafting legislative language.	A. Summary of DAP Policy and Program Technical Support	Year 1	\$75,880.00	\$0
B. KE Impact will facilitate policy workshops and teach-ins for both government and community stakeholders	B. Summary of Workshops and teach-ins and materials			
C. KE Impact will create materials such as policy memos, talking points, slide decks, community engagement and leadership development curriculum, surveys, and advocacy toolkits	C. Stakeholder engagement and educations materials such as memos, talking points, slide decks and advocacy toolkits			
Contingency		Project Completion Period	\$60,000.00	\$0
Equipment (entire project)		Project Completion Period	\$0	\$0
Lead Entity Indirect Costs	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved	Project Completion Period	\$0	\$0

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Displacement Avoidance Plan		Lead Entity: Kounkuey Design Initiative		
	under this grant agreement.			
Plan Total			\$663,750.00	\$0

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Indicator Tracking Plan		Lead Entity: UC Berkeley Disaster Lab		
Plan Description: The UC Berkeley Disaster Lab will support the City of Coachella to develop and implement an indicator tracking plan in collaboration with the project partners and communities of Coachella. This plan will be developed in partnership with the City of Coachella, project partners, and the communities being served by the TCC grant. This plan includes: 1) Developing a site-specific evaluation plan and indicator tracking plan in collaboration with the City, project partners, and the communities being served; 2) Building project partner and community co-design teams and associated technical assistance for tracking and evaluation; 3) Collecting, synthesizing, analyzing and visualizing/reporting data and stories; and 4) Reporting final project and program outcomes at the end of the grant period.				
Special Reimbursement Conditions: UC Berkeley Disaster Lab to provide detailed budget for TCC review and approval within 30-days of grant execution and prior to invoicing for any tasks included below. See TCC workbook template for formatting requirements.				
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
Task 1: Evaluation and Tracking Framework				
A). Develop a Site-Specific Evaluation Plan for the TCC Project	Site-Specific Evaluation Plan	Q1 - Q3	\$104,100.00	\$0
B) Create Indicator Tracking Plan with indicators for TCC Funded Projects, Transformative Plans, Leverage Projects, and CARB-required indicators	Indicator Tracking Plan including Project and Plan logic models			
C) Create Reporting Tools & Technical Assistance Plan for Grantee and Partners	Indicator tracking tools; technical assistance plan			

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Indicator Tracking Plan		Lead Entity: UC Berkeley Disaster Lab		
D) Provide technical assistance to Grantee and Partners	Evaluation Technical Assistance to Grantee and Partners			
E) Community co-design team generation and plan	Community co-design teams for tracking and evaluation; community co-design/implementation plan			
Task 2: Project partner meetings, community engagements, ongoing technical assistance				
A) Kickoff workshop with City of Coachella, project partners	Meeting summary	Q1	\$215,000.00	\$0
B) Initial community meeting to initiate Task 1E	Meeting summary			
C) Ongoing community meetings (frequency TBD based on Task 1E, but could be quarterly or bi-annual) to meet goals of Community co-design plan	Meetings summaries	Grant term (frequency TBD by Task 1E)		
D) Training on indicator tracking tools and tracking and evaluation methodologies	Trainee evaluations	Q4 (initial) and throughout term (TBD by Task 1C)		
E) Develop feedback tools for City, project partner, and community access to ongoing indicator data analytics and media (e.g. photos, videos, etc.)	Web-based dashboard, storyboard, and/or webmap for sharing ongoing indicator data, media and stories	Q2-Q3		

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Indicator Tracking Plan		Lead Entity: UC Berkeley Disaster Lab		
F) Focus Groups, Interviews, Surveys. Through community co-design team in collaboration with community engagement partner, conduct these as needed for tracking and evaluation of projects (as identified in Task 1)	Data inputs to tracking and evaluation system, including for ongoing project partner feedback, case studies, and overall reporting.	Grant term ongoing (frequency determined by Task 1)		
G) Media production for UC Berkeley Disaster Lab website, social media and other promotion of project and program outcomes	Promotional media content for web and social media	Grant term year 2 and ongoing		
Task 3: Data Collection and Reporting				
A) Data synthesis for reporting, including quantitative indicators from tracking tools and surveys, and qualitative indicators from focus groups, interviews, and other community engagements	Data analytics and visualizations for ongoing community and project partner feedback, as well as reporting requirements in tasks 3.B through 4.B	Grant Term	\$215,000.00	\$0
B) CARB Reporting				
B.1) Initial report of anticipated benefits of job training and placement, GHG reductions, co-benefits	CARB Initial Report	Grant term Q1		
B.2) Annual reports of actual benefits	CARB Annual Reports	Grant term annual – Winter November 15 and Mid-Year May 1 (as applicable)		

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Indicator Tracking Plan		Lead Entity: UC Berkeley Disaster Lab		
B.3) Final report of actual cumulative benefits	CARB Final Report	Close out year - Winter November 15 and Mid-Year May 1 (as applicable)		
C) TCC SGC Progress Reports and accompanying presentations upon SGC request; annual updates to public-facing data platform including on non-report years	Reports may take many formats, subject to SGC approval, but at a minimum will be accompanied by all raw data in an accessible format and an ADA-compliant, 3-5 page summary report.			
C.1) Baseline report	TBD in collaboration with project partners, community members, and TCC staff in Q1	Year 2 – Draft Due January 15 and Final Due March 15		
C.2) Mid-point report	TBD in collaboration with project partners, community members, and SGC staff in Q1	Year 4 – Draft Due January 15 and Final Due March 15		
C.3) Closeout report	TBD in collaboration with project partners, community members, and SGC staff in Q1	Close out year (Year 6) - Draft Due January 15 and Final Due March 15		

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Indicator Tracking Plan		Lead Entity: UC Berkeley Disaster Lab		
D) Develop TCC SGC Annual Case Studies	Develop public-facing case studies each year. Determine format in collaboration with project partners, community members, and SGC staff in Q1. Consultation with SGC staff on topics prior to development. At a minimum, evaluators will submit 1-2 case studies per year and each final product and package will include 2-3 high-resolution photos, 1-2 quotes, and brief copy of at least 400 words. Reports may take many ADA-compliant formats, subject to SGC approval, and will be accompanied by embedded raw files in an accessible format.	Grant term annual – March 15		
E) TCC SGC Process Evaluation Memos	Reports may take many accessible formats, subject to SGC approval.			
E.1) Baseline report	TBD in collaboration with project partners, community members, and SGC staff in Q1	Grant term Year 1 – May 15		
E.2) Mid-point report	TBD in collaboration with project partners, community members, and SGC staff in Q1	Year 3 – May 15		

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Indicator Tracking Plan		Lead Entity: UC Berkeley Disaster Lab		
E.3) Closeout report	TBD in collaboration with project partners, community members, and SGC staff in Q1	Year 5 – May 15		
Task 4: Project Performance Period Final Reporting				
A. Conclude final project closeout report to CARB.	CARB Close-out reporting	Project Completion Period	\$50,000.00	\$0
B. Develop a final report including a complete account of TCC investment in the Project Area. The closeout report will summarize lessons learned from the evaluation up to that point.	TCC Final Report	Project Completion Period		
Equipment (entire project)		Project Completion Period	\$0	\$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	\$79,650.00	\$0
Plan Total			\$663,750.00	\$0

EXHIBIT C – SPECIAL TERMS AND CONDITIONS

PART 1 – Transformative Requirements

1. 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;

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

Grantee will ensure all Community Engagement costs are directly related to the implementation of the Projects included in the TCC Project, per Section 8.5 and Appendix C-1 of the TCC Guidelines.

2. 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

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

Grantee will ensure all Displacement Avoidance costs are used to support displacement avoidance activities for low-income households and local and small businesses, per Section 8.5 and Appendix C-2 of the TCC Guidelines.

3. 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;

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

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Grantee will ensure all Workforce Development costs are for eligible job training programs per Section 8.5 and Appendix C-3 of the TCC Guidelines.

4. Climate Adaptation and Resilience

Grantee will implement strategies to increase climate resilience 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 resilience and functionality of proposed infrastructure projects.

5. Indicator Tracking and Reporting

Grantee will be responsible for gathering and reporting data according to their Site-Specific Program Evaluation Plan (Program Evaluation Plan), which will be tailored to each site's priorities and include both the Indicator Tracking Plan and other evaluation deliverables.

Grantee will work with an approved third-party Evaluation Technical Assistance Provider (Evaluation Partner) to implement the Site-Specific Program Evaluation Plan, which will track the progress and impacts of the entirety of the TCC Project.

Program Evaluation Plan

The Evaluation Partner will develop a Site-Specific Program Evaluation Plan that provides a methodological framework for holistically evaluating the environmental, economic, social, and health impacts of the awarded TCC Project. The Evaluation Partner will also be responsible for delivering additional reports and evaluation deliverables outlined in Exhibit B, and Grantee must track and facilitate their delivery, including participating in evaluation activities. Reporting is required during key stages of the grant cycle, as outlined in the following section.

Indicator Tracking Plan

The Indicator Tracking Plan is one component of the Site-Specific Program Evaluation Plan and will include data indicators defined by the California Air Resources Board (CARB) and additional indicators required by the TCC Program and identified by grant recipients.

California Air Resources Board Indicators

The TCC Program follows the California Air Resources Board's (CARB) Funding Guidelines for California Climate Investments to report on the project's estimated benefits. Estimates are calculated using the associated round of GHG Quantification Methodology. Reporting also includes employment outcomes for all projects and actual outcomes for a subset of funded projects. For quantifiable projects, Grantees are required to track and report project indicators listed in the reporting template for the applicable project type (www.arb.ca.gov/cc-resources).

TCC Program Indicators

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In addition to CARB indicators, SGC has worked with academic institutions and previous TCC Grantees and Partners to develop program indicators to track the overall impact of TCC investments.

Grantee must track each indicator specified in the Indicator Tracking Tables ([Attachment D-5](#)) at minimum in addition to indicators identified in conjunction with the Evaluation Partner, organized by Project and Transformative Plan type. A list of specific indicators will be finalized in the Indicator Tracking Plan for each Grantee by the TCC Evaluation Partner during the first quarter of the grant term.

The Evaluation Partner will coordinate data collection related to site-specific CARB and TCC indicators with Grantee and Partners.

Reporting Timeline

The Grantee and Partners will work with the Evaluation Partner to collect and submit inputs needed for reporting during the lifecycle of the grant term.

Grantee will provide reporting during the Awarded Phase, Implemented Phase, and Close out Phase. Broad details of these phases and their respective reporting requirements are outlined below:

- Awarded Phase: One time report following grant execution; includes initial report of anticipated benefits of TCC project on job creation, GHGs, and co-benefits.
- Implemented Phase: Annual reports throughout the life of the grant term; detail actual benefits of jobs, GHGs from household projects, and co-benefits.
- Close out Phase: Final report of actual benefits of TCC projects, to be submitted once all work on a project is completed, grant funds expended and/or the grant term ends.

Grantee will also provide reporting to support an Annual Progress Evaluation Report, Annual Process Evaluation Memo, and two narrative profiles per year, which feature case studies across the TCC projects and transformative elements.

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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.

1. Equitable Housing and Neighborhood Development

I. Purpose

This Exhibit is entered into for the purpose of reimbursing Grantee or Lead Entity, as appropriate, for the making of a loan of its own funds for the development, operation and maintenance of a residential rental Affordable Housing Development (AHD) Capital Project.

The financial assistance from the TCC Program shall be in the form of a reimbursement-based grant to Grantee, upon receipt of required documentation evidencing that Grantee or Lead Entity has made a loan of its own funds to construct a residential rental Affordable Housing Development, evidenced by a promissory note, secured by a deed of trust and subject to a regulatory agreement driven from TCC and AHSC Guidelines between the Borrower and Grantee. The purpose of the Loan is to ensure that the rental Affordable Housing Development is constructed, owned, managed, maintained and operated in accordance with the requirements of the TCC Program, and as identified in the Application, and to ensure that certain residential units therein shall be occupied by eligible households at affordable rents as defined in the TCC Guidelines and AHSC Guidelines for the full term of the Loan, regardless of sale or transfer of the Property or prepayment of the Loan. To further effect this purpose, if Borrower is an entity other than the Developer identified in the Application, SGC may require the Developer to enter into a Sponsor Operating Guaranty as a condition of closing the Loan.

II. Incorporated Regulations and Guidelines

The currently adopted and applicable Uniform Multifamily Regulations ("UMRs") as may be amended from time to time, all as set forth in the California Code of Regulations, Title 25, and the Multifamily Housing Program ("MHP") authorized and governed by Sections 50675 through 50675.14 of the Health and Safety Code and the regulations promulgated there under in 25 CCR 7300, *et seq.* are hereby incorporated by reference in their totality into this Agreement.

Conflicting provisions of this Grant Agreement notwithstanding, the AHSC Guidelines shall apply, except the following provisions shall supersede the AHSC Guidelines: the reimbursement provisions of this Grant Agreement; the current UMRs shall apply; Grant Agreement shall not be subject to a .42 % mandatory payment; and Grantee shall bear all Loan oversight responsibilities.

1. Eligible Activities and Work

- i. Grantee will only receive reimbursement for Work (as herein defined) performed for eligible activities as authorized by the TCC Guidelines and AHSC Guidelines. Grantee shall ensure that all Work is performed according to the AHSC Guidelines.

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- ii. Grantee shall perform, or cause to be performed, the funded activities described in the Scope of Work in the Application, incorporated herein by reference, including applicable AHD Capital Projects, Housing Related Infrastructure (HRI), Sustainable Transportation Infrastructure (STI), Transportation-Related Amenities (TRA), and Community Education and Other Program Costs (PGM) (the “Work”). All written materials or alterations submitted as addenda to the original Application and which were approved in writing by SGC are hereby incorporated as part of the Application. SGC reserves the right to review and approve all Work to be performed by Grantee, its Borrower, Lead Entity, contractors, and subgrantees in relation to this Grant Agreement. Any proposed revision to the Work may require an amendment to this Grant Agreement.
 - iii. In the event the AHD Capital Project component is not completed pursuant to TCC Program requirements, the HRI, STI, TRA, and PGM costs would no longer qualify for funding under this Grant Agreement.
 - iv. Work for this Exhibit D shall consist of two components:
 - a. Making a Loan of Grantee’s own funds for the development and construction by or on behalf of Sponsor of the Affordable Housing Development designated in the Application which is to be developed and constructed by the Borrower, or other developer, as provided in the Application, and meeting the criteria described in Exhibit B.
 - b. Developing the non-AHD components to fulfill the AHSC Program requirements as defined by the AHSC Program.
 - v. For the purposes of performing the Work, SGC agrees to reimburse the amount(s) identified in Exhibit B. Unless amended, SGC shall not be liable for any costs for Work in excess of this amount, nor any unauthorized or ineligible costs.
- III. Performance Milestones for AHD Component

Grantee shall ensure the completion of the Equitable Housing and Neighborhood Development Performance Milestones set forth in Exhibit B by the designated dates. Grantee may apply to SGC for an extension of these timelines based on good cause shown and best efforts and assurances from Grantee for timely completion of the remaining Milestones. SGC may delay reimbursement if Grantee fails to timely complete the Milestones.
- 2. Reimbursement for AHD Component

The bimonthly invoicing provision of this Grant Agreement in Exhibit A, Part 2, Section 14 notwithstanding, Grantee shall submit reimbursement requests on an annual basis or after each 25% increment of the requested fund has been spent, whichever comes first. Reimbursement requests must include reporting on the Milestones achieved per Exhibit B.
- 3. Reimbursement for non-AHD Component

Housing Related Infrastructure (HRI), Sustainable Transportation Infrastructure (STI), Transportation-Related Amenities (TRA), and Community Education and Other Program Costs (PGM) will follow the payment schedule set for all non-Equitable Housing and Neighborhood Development Projects.
- 4. Timing

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- i. Grantee shall ensure the close the construction financing approved by SGC as indicated in the Grant Agreement and commence, or cause to be commenced, the construction of the Affordable Housing Development and, upon SGC’s request, timely provide evidence of the same by submission of recorded deeds of trust for all construction financing (except for AHP funds), payment of all construction lender fees, issuance of building permits (a grading permit does not suffice to meet this requirement) and notice to proceed delivered to the contractor. If no construction lender is involved, and the project is receiving low-income housing tax credits, evidence must be submitted that the equity partner has been admitted to the ownership entity, and that an initial disbursement of funds has occurred.
- ii. Grantee shall close its Loan to Borrower on or before four years from the grant execution date. Any extension to the Loan closing deadline will require an amendment to this Grant Agreement.

2. Active Transportation

Allowable Costs

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

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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.
3. 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

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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 grant term.
 - 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.
4. Car Sharing and Mobility Enhancement

All Car Sharing and Mobility Projects

Lead entity shall maintain an implementation plan which includes:

- i. Processes and timeline to develop program design and procedures including vehicle and equipment specifications and detailed program requirements listed below.
- ii. Procurement policies including bid, lead time, and roll-out plan
- i. Supplemental prerequisite work:
- ii. Analyses of proposed area and site selection criteria
- iii. Documentation of community engagement informing program design, location, and operational structure
- iv. Operations & maintenance plan
- v. Long-term business plan demonstrating financial feasibility

Vehicle and Equipment Specifications

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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 hydrogen fuel cell vehicles, 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% capacity within 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.

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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.

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- 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.
5. Solar Installation, Energy Efficiency and Appliance Electrification

Single-Family Residences and Community Serving Facilities

- i. Single-family homes occupied by either property owners or tenants are eligible for energy efficiency and Solar Photovoltaic (PV) installations.
- ii. Eligible non-residential properties include community service facilities, or public community infrastructure, including basic environmental infrastructure that contributes to the overall safety and health of a community (e.g. lighting or water supply infrastructure).
- iii. 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.
- iv. Household income eligibility must be established at either 80% of the Area Median Income (AMI), or 80% of the State Median Income (SMI), whichever results in a higher allowable maximum income.
- v. 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

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efficiency measures, with the exception of assessment for and installation of Solar Water Heating, and may receive Solar PV, if qualified.

- vi. Buildings that have received only LIWP-funded Solar PV may qualify for energy efficiency measures.
- vii. Each building must be assessed for suitability before proposed energy efficiency and/or Solar PV installations occur.
- viii. 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.
- ix. 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.
- x. 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.
- xi. Solar Installation projects on single-family residences are 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.

Multi-Family Residences

- i. Multi-family properties must demonstrate at least 66% 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% 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% of the Area Median Income (AMI), or 80% of the State Median Income (SMI), whichever results in a higher allowable maximum income.

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- 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.
- viii. Solar Installation projects on multi-family residences must be invoiced based on itemized invoices of actual costs incurred as defined in Section 14. Invoicing.

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

- i. Energy efficiency measures must be replacements of inefficient measures and eligible per the TCC Guidelines. Appliance electrification may replace existing appliances that are fueled by natural gas, propane, or any other direct combustion of a high-carbon intensity fuel.
- 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 or California Energy Commission's Equitable Building Decarbonization Program 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; and
 - 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 installation standards provided by TCC Staff (for example, CSD LIWP Measure Standards, standards used in the Equitable Building

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Decarbonization Program, or other similar programs and standards as approved by TCC staff). System sizing should be in accordance with the TCC Round 5 Guidelines, which may be updated to provide greater flexibility for system size requirements.

- ii. The Lead Entity must establish and maintain policies and procedures for handling complaints in accordance with the CSD LIWP Measure Standards or standards from the Equitable Building Decarbonization Program, as directed by TCC Staff.
 - 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

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- l. Hazardous combustion appliance conditions that cannot be remedied through repair or replacement.
- m. Property owner is uncooperative, abusive, or threatening to installation personnel.
- n. Illegal activities are taking place in the property.
- ii. A contractor may need to defer some or all services when unsafe conditions require repairs or replacements that exceed the scope or funding of this program (known as a limited deferral). When this occurs, the contractor shall provide written and photographic documentation of the condition. Once conditions have been corrected, measures for which the property qualifies may be installed.

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

- i. Lead Entity must make a good faith effort to ensure notifications and instructions on the end-of-life options are provided to the property owner via multiple communication channels. Lead Entity and third-party ownership (TPO) subcontractors shall not automatically renew the solar installation agreement or charge automatic payments to homeowners until this good faith effort to notify property owners has been completed according to the plan outlined below:
 - a. Lead Entity must notify the property owner using at least two different forms of communication, such as email, telephone, and/or a written letter. The chosen communication forms will be dependent on availability of contact information and communication preferences of the client, including language preferences or any necessary accommodations. Lead Entity must ensure the notification process starts at least 60 calendar days prior to the end of the solar installation agreement which provides and allows for free repairs, insurance, and warranties during a specific agreement term (e.g., 20 to 25 years), at the end of which the ownership turns over to the TPO entity.
 - b. If contact is not established with the property owner through the process identified above within 30 calendar days prior to the expiration of initial solar installation agreement term, Lead Entity must attempt to make contact in-person with the property owner. Notification in-person will consist of either one visit to the home with a written notification left at the home if contact isn't made with the property owner, or, a notification via certified mail requiring a signature from the property owner. Lead Entity will make a good faith effort to carry out more than one attempt of in-person notification.
 - c. If, after Lead Entity has taken all of the above-required actions and the property owner has not responded or is unable to be found or contacted, the property owner's solar agreement shall be automatically renewed in accordance with the original solar installation agreement and the property owner shall continue to be subject to all of the terms and conditions of that agreement.
 - ii. In the event of a change in ownership, the original solar installation agreement signed by the homeowner should be made available to any future owner of the home through the real estate disclosures and transfer process.
6. Water Efficiency
- Continuing Applicant Eligibility*

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- i. 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.
- ii. An urban water supplier that receives grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.)

All Water Efficiency-Related Project Types

- i. Household income eligibility must be established at either 80% of the Area Median Income (AMI), or 80% of the State Median Income (SMI), whichever results in a higher allowable maximum income.
- ii. Water Efficiency projects may be invoiced using itemized rate justification that is reviewed and approved by the TCC Grant Manager prior to invoicing, or based on itemized invoices of actual costs incurred.

Eligibility for Nonresidential Properties

- i. Eligible nonresidential properties must meet the definition of a community service facility (defined in Appendix A); and
- ii. Provide letters of commitment from site owners describing commitment to utilize installations to serve community needs and how water and energy savings will be used to benefit Project Area residents

Water-Energy Projects

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

Turf Replacement Projects

- i. Converted landscapes may only include low water use, drought-tolerant, or California native plants. The Water Use Classification of Landscape Species list (<https://ucanr.edu/sites/WUCOLS/>) or local plant lists may be used to make this selection.
 - a. The foregoing notwithstanding, converted landscape may also include food-producing trees (excluding palms), shrubs, vines, and perennial plants.
 - b. At least one tree, existing or new, must be incorporated into the converted landscape.
 - c. Live or synthetic turfgrass is not allowed in the converted landscape
 - d. Plants listed on the California Invasive Plant Council inventory at time of landscape conversion may not be installed.
- ii. Irrigation systems must be water efficient and may be either drip irrigation, micro-spray irrigation, or hand watering.

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- 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.

7. 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. The Operations and Maintenance requirement for urban greening projects shall be incorporated into a comprehensive management plan, which include best practices and clear maintenance plans for 5 years. Tree planting and urban forestry projects must comply with additional standards based on the CALFIRE Urban and Community Forestry Program Guidelines.
- iii. Urban Greening projects should demonstrate sustainable water use. Species selection should be climate appropriate. Irrigation systems should be cost-effective and water-efficient. If project is in a State Groundwater Management Act (SGMA) critically overdrafted area (medium or high priority groundwater basin), projects should be consistent with Groundwater Sustainability Plans for medium and high priority basins.
- iv. 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.
- v. 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/Programs/Water-Use-And-Efficiency/Urban-Water-Use-Efficiency/Model-Water-Efficient-Landscape-Ordinance>
- vi. 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;

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- 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.
- vii. The planting location of trees and vegetation must be strategically selected to avoid removal due to any planned future construction.
- viii. Projects may not use neonicotinoid-treated seeds or plantings, neonicotinoid pesticides, or synthetic fertilizer. Organic fertilizers (e.g., compost, manure) may be used.
- ix. Projects may not include root barriers, decorative tree grates, or decorative tree guards.
- x. Project may not include inefficient irrigation valves, pumps, sprinkler control timers, or over costly and elaborate irrigation systems.
- xi. 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.
- xii. 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.
- xiii. 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.

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.
8. Health Equity and Well-Being

Food Access

Grantee shall ensure that for Projects with food access elements such as urban agriculture, community gardens, school gardens, community kitchens, food hubs, community grocery stores, food co-operatives, scattered healthy food distribution methods, community resource centers, 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;

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- 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 53. 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.

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- 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 (refer to the California Department of Public Health website: <https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/NEOPB/Pages/HelpfulLinks.aspx> for additional resources).

Parks, Open Space, and Recreation Access

For Projects with park, open space, or recreation access components such as green space, picnic areas, playground, or park exercise equipment; 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 Standards and Specifications for Purchasing, Planting, and Maintaining Trees, and Required Management Activities Practices, see [Attachment D-7](#), unless otherwise approved by SGC. This includes the establishment and adherence to a detailed long-term operations and maintenance plan. 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/Programs/Water-Use-And-Efficiency/Urban-Water-Use-Efficiency/Model-Water-Efficient-Landscape-Ordinance>
- v. The planting location of trees and vegetation must be strategically selected to avoid removal due to any planned future construction.
- vi. Projects may not use neonicotinoid-treated seeds or plantings, neonicotinoid pesticides, or synthetic fertilizer. Organic fertilizers (e.g., compost, manure) may be used.
- vii. Projects may not include root barriers, decorative tree grates, or decorative tree guards.
- viii. Project may not include inefficient irrigation valves, pumps, sprinkler control timers, or over costly and elaborate irrigation systems.
- ix. Projects that require tree removal or replacement must result in a net positive number of trees. Only the net number of trees may be quantified for GHG emission reduction quantification.
- x. If trees funded by this grant are removed for any reason, they must be replaced at the Lead Entity's cost in such a way that is consistent with this agreement.

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- 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.

9. Indoor Air Quality

Lead Entity must prepare written agreements with each participating residence that ensures participants agree to and understand, at a minimum, the following requirements:

- i. All new equipment must be kept in the same residence, in sole possession, and remain in operation for at least one (1) year from installation
- ii. All new equipment may not be sold or transferred to a third party without prior written consent and approval by the project lead.
- iii. Should the participating residence no longer wish to participate in the project, or no longer wish to use the portable air filtration device or is relocating to a location outside of the Project Area, the project lead must make arrangements with the participating residence to take possession of all air filter and monitoring equipment and select another residence within the Project Area to transfer the equipment to.
- iv. If the Lead Entity provides equipment that performs indoor air monitoring (either stand-alone devices or devices integrated into portable air filters) and such systems determine that air quality is poor at a participating residence, the participating residence agrees to utilize the portable air filtration device to remediate the air quality concern indoors.
- v. If the Lead Entity offers monetary stipends to participants, participants shall be informed, in writing, that the monetary stipend is for use to support the following potential costs: increased electricity costs due to operation of the equipment; increased internet costs if the Lead Entity is using an air monitoring device to wirelessly track and submit data related to indoor air quality; or costs of replacement filters. Payment of monetary stipends to participants must be tracked, recorded, and reported to TCC Staff.
- vi. All proposed air monitoring or filtration devices must be selected from the California Air Resources Board's (CARB's) list of certified air cleaning devices. If devices are selected for use that are not currently on CARB's list of certified air cleaning devices, the project partner must provide evidence that the devices meet equivalent standards or have been approved by a similar oversight agency (such as a local air district).
- vii. Electronic air cleaners that are not approved by CARB and that produce substantial amounts of ozone by design may not be purchased with TCC funds and are generally discouraged from use.

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EXHIBIT D – Attachments

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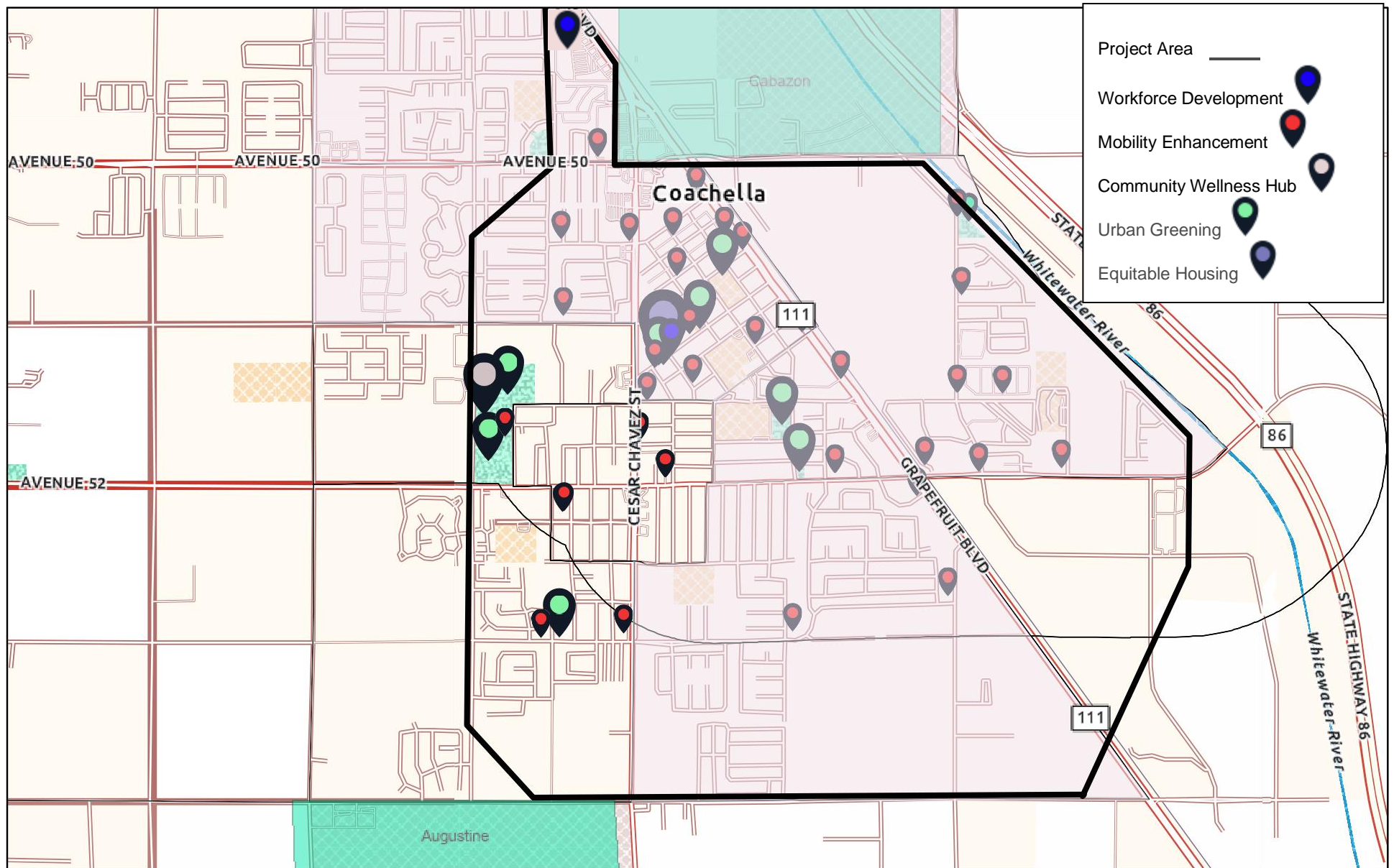
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Attachment D-1: TCC Project Area Map

Special Condition of Funding: City to provide updated Project Area map.

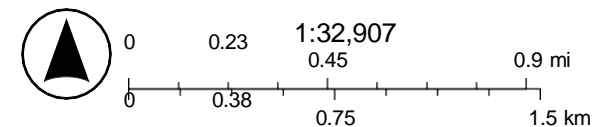
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Coachella Prospera Project Area Map



- Project Area
- Workforce Development
- Mobility Enhancement
- Community Wellness Hub
- Urban Greening
- Equitable Housing

- SB 535 Disadvantaged Communities
- Tribal Land
- AB 1550 From CARB 2019



See nahc.ca.gov/cp/references, County of Riverside, California State Parks, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA,

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 5 TCC application process.

Community Engagement Plan (CEP)

I. Plan Overview

Alianza will coordinate and convene City of Coachella residents and TCC partners through a series of events, engagements, and workshops to further provide community input and guide strategy implementation, and to address these within budget and space parameters established by TCC. This includes learning exchanges, surveys, community led Advisory Council and canvassing to inform residents about housing, active transportation, health & well-being, workforce development, training opportunities, rooftop solar installations, and urban greening opportunities. Although all workshops will target community residents, they will be open to nonprofit partners and businesses in or near the TCC project area. Ultimately, this deep community engagement will make the city of Coachella a more climate resilient community. Alianza will:

- a. Conduct outreach and workshops; such as the learning exchanges, to ensure all residents are aware of all TCC funded projects.
- b. Establish a community led Advisory Council to increase resident decision-making in TCC strategies' design and implementation.
- c. Design collateral material and maintain residents' awareness of all TCC strategies for the duration of the projects.

The goal for Alianza's community engagement plan is to empower residents and reduce barriers to access resources and provide input to the City of Coachella TCC implementation strategies. Our outreach, engagement, and public announcements will be vetted and informed by the community through the Advisory Council.

II. CEP Summary

- a. Engagement methods: Alianza will finalize the Community Engagement Plan, which will also include a communications plan. The engagement activities will vary per TCC strategy. Alianza's guideline tool will evaluate the appropriate method and approach to engagement. The guideline incorporates the following: Age group, timeframe of meeting, type of information presented, presentation style, activities, and logistics. Activities for community engagement are as follows (but not limited to) the following:

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- Canvassing to encourage participation and feedback from community members.
- Communications, including billboards, educational materials, radio advertising, and social media.
- Participatory budgeting workshops and creation of a community led Advisory Council.
- Design charrettes and learning exchanges/workshops
- Surveys to be conducted via paper and online formats to provide an alternative option to attending a workshop or becoming a member of the committee.

b. Decision-Making and Dispute Resolution:

1. **Substantive Changes and Material Issues:** Any significant changes or material issues arising from the implementation of the Coachella Prospera Plan must be presented to the Advisory Council at a regularly scheduled meeting. The proposal must include a comprehensive outline of the issue, its potential impact on ongoing projects, and any relevant feedback from stakeholders, community members, or working groups. The presentation of these changes ensures transparency, accountability, and collaborative decision-making.
2. **Conflict Resolution:** When disputes arise, the Advisory Council will prioritize resolving the division through a structured process before advancing any proposals. This process may involve:
 - **Further Community Outreach:** Engaging with local residents, stakeholders, and experts to gather additional input and perspectives. This ensures that diverse voices are considered, particularly when conflicts stem from concerns about equity, environmental impact, or local interests.
 - **Modification of the Proposal:** Adjustments to the original proposal may be necessary based on feedback. The Advisory Council may mandate changes to better align with the community's priorities, sustainability goals, or the overall objectives of the Coachella Prospera Plan.
 - **Further Reporting:** Revised or contested proposals must be re-submitted to the Advisory Council for additional review. This step ensures that new developments are comprehensively discussed and that any modifications are fully understood by all stakeholders before being put to a vote.

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3. **Majority Support and Consensus:** It is the goal of the decision-making process that all final recommendations receive the support of a majority of the Advisory Council members. Consensus-building will be encouraged, but when unanimity cannot be reached, majority approval is required to move forward. To foster collaborative decision-making, members are encouraged to deliberate thoroughly, considering all viewpoints to reach decisions that reflect the best interests of the Coachella community. This approach ensures that any decisions made are inclusive, transparent, and aligned with the broader goals of equity and sustainability, while also allowing for community participation and adaptability in the face of unforeseen challenges.

c. Role of partners and history of their involvement in the community:

Alianza Coachella Valley	<ul style="list-style-type: none"> • Design and implement engagement and outreach for all TCC strategies • Support the creation and leadership development of the community led Advisory Council. • Design communication materials and maintain up to date in collaboration with the City of Coachella’s communications team. (print, digital, and multimedia platforms)
City of Coachella	<ul style="list-style-type: none"> • Commitment to have a minimum of 1 (one) staff member attend community meetings, events and committee meetings to ensure that they hear community feedback first-hand. (As needed) • Will support in providing feedback and review of all community engagement materials and messaging that Alianza creates. • Share content created by Alianza on City of Coachella’s communications platforms for partners to reshare.
All additional collaborative partners	<ul style="list-style-type: none"> • Commitment to have a minimum of 1 (one) staff member attend community meetings, events and committee meetings to ensure

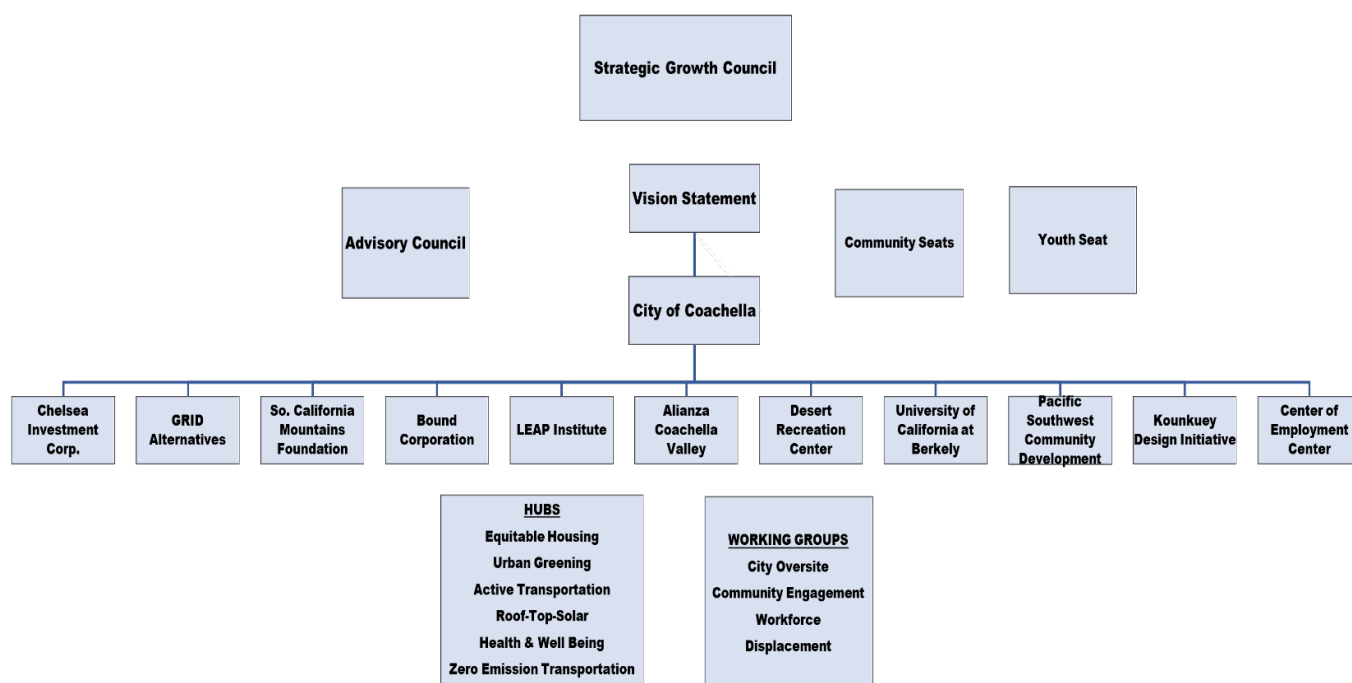
	that they hear community feedback first-hand. (As needed for their scope of work)
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- d. **Plans to ensure engagement of hard-to-reach populations:** To ensure the engagement of hard-to-reach populations, the Community Engagement Plan (CEP) will establish a community led Advisory Council that will represent diverse voices and guide projects’ strategies. Events, workshops, and engagements will target Coachella residents while remaining accessible to nonprofits and businesses in the TCC project area. Special emphasis will be placed on inclusivity by hosting events in convenient locations, using culturally appropriate methods, and providing language support to overcome barriers. This approach ensures meaningful participation from underrepresented groups, fostering a more equitable and climate-resilient community.
- e. **Public information and public complaint process:** Public information and public complaint process: Will be housed on the City of Coachella’s website and publicized through different platforms. Clear and transparent feedback or complaints can be given via a form that will be available on the same website and/or completed at one of the various community meetings/events. Note that throughout the various activities and outreach efforts, Alianza and the City of Coachella will ensure that there are no barriers for community participation. All efforts will be made available to community members in Spanish and English. This includes ensuring that all materials are available in both languages. As well as providing translation, stipends & incentives, childcare and food & refreshments during the activities as deemed necessary. Alianza and the City of Coachella also will welcome community members to bring any additional needs to the Advisory Council via the evaluation survey, phone call or texts so that we can ensure that all participation needs are met.

III. Collaborative Stakeholder Structure

- a. **Collaborative Stakeholder Structure:** The Advisory Council will implement the TCC grant by uniting all key stakeholders, including the City of Coachella, as well as community representatives. The council will form hubs that include: Equitable Housing, Urban Greening, Active Transportation, Rooftop Solar, Health and Wellbeing, and Zero Emission Transportation. Each hub will establish working groups for community engagement, research, policy development, and project implementation. This structure ensures collaboration across sectors to achieve equitable, sustainable, and community-driven outcomes. The corresponding diagram provides a visual outlook for an enhanced insight to the process.

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IV. Brief History of Proposal Development

- a. Community engagement process: To ensure that Coachella Prospera’s vision statement and proposal was inclusive, culturally competent and reflective of the needs of the City of Coachella community, Alianza had extensive and intentional pre-community engagement, which informed the projects chosen and how community engagement & decision making would look like for the next five years.
 1. Due to the community engagement taking place during the pandemic and post pandemic recovery, Alianza and the City of Coachella followed all protocols and found creative ways to engage with the community in the midst of social distancing, while meeting their essential needs to be able to participate. Alianza and the City of Coachella provided childcare, food and gift cards throughout their various engagement efforts.
 2. The Community Engagement Plan was developed through four community workshops. Three of the four were in-person locations in accessible gathering areas and common areas familiar to people. Accessible strategies to attend the community workshops included free transportation options to and from the workshop site. The workshops were designed to fit the lifestyle of the community members of Coachella therefore, the meetings were held in the afternoon. One of the four was virtual, as an alternative to in-person meetings. Extensive outreach was conducted through in-person invitations by canvassing 900 homes (three key locations Bagdouma Park, Las Casas Apartments, and Coachella Library), printing and posting flyers in communal spaces, radio ads at local radio stations, and social media outreach. In addition, a survey was developed as a third method for

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Coachella residents to provide input. The total number of community members reached through these pre-engagement efforts was 2,721, including 1,962 adults and 759 youth. As well as 5 businesses and 15 nonprofits. We provided all content in both English and Spanish, with food & refreshments, childcare, incentives, and translation services provided at the workshops. In these meetings and canvassing efforts, the community identified the need to include a community led Advisory Council and frequent community learning exchanges in this proposal to ensure that they are not only updated on the projects' progress but also included in the decision-making process of these implementation plans. Their decisions were integral, serving a guiding force in selecting and shaping projects.

3. Based on feedback provided and barriers uplifted by the community, Coachella Prospera ensured that their requests were included in our project(s) proposal. This includes wellness hubs (to address their socio-emotional needs), tree planting and green spaces (to provide more open and shaded outdoor spaces to be in community together after experiencing covid-19 pandemic isolation), affordable housing (apartments for retired farmworkers/seniors and the developmentally disabled), free rooftop solar panels (to support community members who have experienced financial challenges and were behind on utility bills due to job loss and high summer temperatures) and more. Meetings and surveys were used to collect input for active transportation, transit hubs, car-sharing, and e-bike projects. Residents identified mobility challenges, reviewed designs, and suggested features like shaded rest areas and expanded bike lanes.

Workforce Development and Economic Opportunities Plan (WDEOP)

I. Plan Overview (200 words)

The proposed project aims to provide high-quality career pathways for those with barriers to employment in high-paying and climate-resilient industries that are proven in demand to ensure that participants and students learn skills that lead to self-sufficiency and economic independence. Participants will work directly with Center for Employment Training (CET), GRID Alternatives, and/or Urban Conservation Corps staff to ensure they receive supportive services, such as financial assistance, individualized education plans, and alternative resources through our active referral network with community services and partnering agencies such as the Department of Rehabilitation.

CET will work directly with local employers to form Technical Advisory Committees (TAC) for each course to provide labor market analysis, curriculum and lab recommendations, and support with job readiness components. CET, GRID and UCC will provide curriculum and hands-on training in green building, solar, and energy efficiency in the TCC Project Area providing pathways for participants to enter and advance in careers that align with California's climate initiatives.

II. WDEOP Summary (1000 words)

- a. Workforce needs and opportunities for Project Area residents

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Residents in the Project Area are faced with a disproportionate number of challenges and barriers to workforce participation, economic security and mobility, including the lack of high school diplomas, higher education, and formal trade training. In a 2021 study conducted by the Urban Conservation Corps of the Inland Empire as part of program planning, young adults from the Coachella Valley reported a lack of opportunities for industry specific vocation training for high paying jobs. Other inequities included lack of transportation, language barriers and financial challenges. Unemployment rates are at 5%, 0.5% higher than the state average and 1% higher than last year. EDD Occupational employment projects identify target industries as being in demand with positive growth projections up to 90% in the 10-year forecast with average industry vacancies over 10,000. Similarly, the Greater Coachella Valley Chamber of Commerce reported that employers in agriculture, tourism, hospitality and small business have challenges adapting and shifting business models and practices to meet the demands of a net zero economy. The plan is a multi-faceted approach that provides local community access to industry-specific vocational training and education that will prepare the workforce to meet the demands of a net zero economy.

b. Programs and services selected to address Project Area needs

- i. How the plan will fill the workforce needs and gaps
- ii. Alignment with the TCC Workforce Program criteria (prepare Project Area residents for long-term high-quality career pathways)

The proposed plan addresses workers, employers, and industry needs by educating and training local workers in trades and green industries that are in demand and critical to the economic growth of Coachella Valley. CET focuses on trades in Green Building & Technology, HVAC, and Electrical that are essential to building the climate-resilient infrastructure of the future. GRID focuses on the solar industry and provides solar education & training to youth and local job seekers and no-cost solar installations to residents of disadvantaged communities. UCC trains corpsmembers from disadvantaged communities in Urban Greening, Energy Efficiency and Zero Waste, and Conservation practices.

Together, the three workforce partners will join other community stakeholders to create a workforce fundamental to reducing GHG emissions, increasing and maintaining healthy tree canopy cover, and building community economic resilience as industries, governments, and individuals adapt to climate policies and change. The Coachella Valley's primary employment drivers are agriculture, hospitality, and tourism. Outdoor recreation is the top driver of local tourism. The region is maximizing its natural resources by creating new jobs in renewable energy, urban greening, green building, eco-tourism, and others that mitigate climate change while producing high-quality employment.

c. Job Training Plan (include the following information for each training component)

- i. Industry-recognized credentials gained include:

CET: Green Awareness, EPA Section 608, Electrician Trainee Card.

GRID: Certification in Solar installation basics and work readiness.

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UCC: High School diploma and specialized training in Urban Greening and Zero waste.

1. Credential's value to employers: Valued by employers in green industries for compliance with regulatory standards and industry best practices.
2. Transferable skills provided: Skills include technical proficiency, safety practices, and project management, enabling participants to transition across related industries.
3. Career pathways: Greenhouse gas-reducing industries, such as renewable energy, energy efficient HVAC systems, and conservation initiatives.

ii. Targeted recruitment strategies

1. Coordinated outreach via community events, digital campaigns, and partnerships with local organizations.

iii. Plans to reduce participation barriers and ensure high completion rates

1. Financial aid, stipends, wraparound support (housing, childcare), and flexible training schedules.

iv. Track record of training completion rates

1. CET Green Building: 87% completion rate.
2. HVAC Technician: 87% completion rate
3. Electrician Program (offered in San Jose): 81% completion rate.
4. GRID Installation Basics: Completion after 32–80 hours of project-based training: 87% completion rate.

The project aims to develop career pathways through hands-on skills training programs in industries that directly align with TCC Proposal Implementation. Programs include Green Building Construction, HVAC Technician and Green Technology, Electrician, Solar installation, Urban Greening, and Sustainability that align with industry practices and mitigate climate change while conserving natural resources.

Partners share a mission and experience with recruiting and serving disadvantaged communities, including the unemployed/underemployed, youth, veterans, women, BIPOC (black, indigenous, people of color) communities, and justice-involved individuals. The outreach and recruitment approach is focused on meeting populations at their doorsteps and supporting interactions with vulnerable people where they feel most comfortable. Outreach activities include presentations

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and flier distribution at churches, AJCCs, EDD workshops, job fairs, community events, and other opportunities to market and recruit trainees and students in the Project Area.

- Target occupations and industries that support TCC Proposal implementation;
- Recruit and serve Project Area residents and businesses;
- Help prepare Project Area residents for future employment demand in the region; reduce barriers to employment;
- Address the range of employment readiness needs of residents and individuals with employment barriers;
- Build on, or lead to, partnership with local workforce development boards and other key workforce development stakeholders, including organized labor and education providers;
- Address critical skill issues as industry faces challenges of climate change and environmental sustainability to help prepare local workers and employers to adapt and compete in a net zero economy;
- Align and enhance high-performing education and training programs that have a proven record of leading to high-quality, industry-recognized credentials and labor market advancement; and
- Complement but do not duplicate existing resources in the community (e.g., those not included in the Workforce Innovation and Opportunity Act [WIOA] Plan). Target occupations and industries that support TCC Proposal implementation.

d. Job Placement or Creation Plan (including the following information for all training components and additional job placement or creation components)

i. Placement strategy

a. CET:

- Placement is achieved through partnerships with employers in relevant industries such as renewable energy, HVAC, and electrical work.
- CET provides holistic job preparation services, including resume building, job application workshops, and mock interviews.
- A dedicated case management system ensures ongoing support and follow-up for up to one year after participants complete the program, enhancing placement and retention rates.

b. GRID:

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- Job placement is facilitated through on-the-job training (Installation Basics Training) on solar projects supervised by GRID staff, which provides direct experience and connections with industry professionals.
- Participants receive post-training case management and job placement support, leveraging GRID’s employer network in the solar industry.

c. UCC:

- Placement strategy includes direct involvement of corpsmembers in projects such as tree planting, conservation, and urban greening. These projects often serve as stepping stones into conservation-related careers.
- Partnerships with organizations like John Muir Charter School ensure participants who lack a high school diploma can meet this prerequisite for higher-quality jobs.

ii. Partnerships with workforce development boards or employers, or targeted job recruitment practices

1. CET: Collaborates with local Workforce Development Boards (WDBs) for job placement and employer engagement
2. GRID: Works closely with local employers in the solar energy sector and uses its Energy for All program to engage participants in community-based solar installations, preparing them for full-time roles in the industry.
3. UCC: Partners with local and state-level agencies, including the California Conservation Corps, to provide pathways into environmental and conservation jobs. As well as engages with community partners for recruitment and connects corpsmembers with local contractors and conservation-focused employers.

iii. Targeted high-quality employment career pathways. Describe the high-quality job factors of the targeted pathways (e.g., local living wages, benefits, opportunities for advancement, geographic accessibility, job strain, working conditions, job retention or duration of employment).

1. CET:

- Career Pathways: Renewable energy, energy-efficient HVAC systems, electrical installation.

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- High-Quality Job Factors: Local living wages and benefits.
- Opportunities for advancement into specialized or supervisory roles.
- Geographic accessibility, with training tailored to local employer needs.
- Safe working conditions, meeting OSHA standards.

2. GRID:

- Career Pathways: Solar energy installation and maintenance.
- Paid training with hands-on experience in real-world solar projects.
- Career development support to transition into well-paying roles with benefits.
- Opportunities to advance into leadership roles within the renewable energy sector.
- Positive work environments that prioritize sustainability and social impact.

3. UCC:

- Career Pathways: Conservation, urban greening, waste management, and tree canopy expansion.
- Paid on-the-job training in conservation-related fields.
- Integration of high school diploma attainment for upward mobility.
- Career-readiness training that emphasizes job retention and advancement.
- Jobs aligned with environmental justice and sustainability goals, fostering meaningful, long-term employment.

iv. Track record of job placement and retention rates

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Based on the most recent report submitted by CET to the accrediting agency (Council on Occupational Education) in March 2024, the following completion and placement rates were provided:

1. Green Building Construction Skills:

- Completion Rate: 87%
- Training-Related Placement Rate: 74%

2. HVAC Technician & Green Technology:

- Completion Rate: 87%
- Training-Related Placement Rate: 71%

3. Electrician (Residential & General):

- Offered at the San Jose campus (not Coachella yet)
- Completion Rate: 81%
- Training-Related Placement Rate: 86%.

The plan provides targeted training to deliver technical skills training and supportive services for successful program completion and direct entry-level career opportunities. The partnership provides access to local, high-quality jobs with benefits supporting self-sufficiency and sustainability through proven practices. CET implements programs through a rigorous process that includes mandatory industry support. The employer relationship ensures that their needs and most sought-after skills are woven into the curriculum design, creating sustainable career pipelines. GRID focuses on the increasing demand for solar. As part of TCC, GRID will also be installing solar panels on 70 homes and supporting energy audit training to prepare those homes. UCC creates partnerships with grants to fund needed local projects that Corpsmembers can get paid to work on. Urban greening projects part of TCC will be completed and supported through UCC programming. Each partner's mission is to provide services to those with barriers to employment, increasing access to economic stability and creating access points for TCC Project Area residents.

As a WIOA partner, CET works closely with local WDB and their business service representatives to ensure they stay congruent with local initiatives and partnerships to support employer needs. CET supports local WDB needs by participating in boards, job fairs, recruitment activities, and networking events. CET staff will assist students in job placement with employers upon course completion. Students are assisted with finding established employers who are industry leads who abide by all state and federal hiring laws, including fair benefit and wage compensations and labor agreements. CETs staff will follow a student through employment for up to 1 year, ensuring that they are satisfied, and will provide support if an alternative job placement is requested.

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GRID Trainees completing a minimum of 32 hours (or 2 projects) to a maximum of 80 hours (or 5 projects) will be eligible for case management support through job readiness (resume/cover letter building, interview prep), career exploration (review solar career opportunities, transferable skills gained, and other related jobs), referrals to wraparound support services with other community partners (ex: Riverside County WIOA), and job search assistance. GRID will also support job placement through local employer engagement of actively hiring companies, provide direct connections of employers and trainees for open positions, enroll trainees in GRID biweekly “job alerts” emails, and track trainee job placements through quarterly follow-up calls and self-reporting.

In addition to providing weekly “Portfolio” classes on life skills, career readiness, and career exploration, Leadership training, public speaking and interviewing techniques, UCC will also provide Corpsmembers 1:1 case management with the Corpsmember Development Coordinator. These case management services will include referrals and assistance obtaining services for outside services and providers as needed, assistance with applications for jobs, financial aid, higher education, and other individualized services as needed.

Displacement Avoidance Plan (DAP)

I. Plan Overview (200 words)

The Coachella Prospera Displacement Avoidance Plan (DAP) aims to prevent the displacement of low-income households and small businesses in the City of Coachella through a combination of new and existing policies and new programs. The DAP addresses the specific vulnerabilities of residents and businesses by establishing a framework that ensures long-term housing affordability, tenant protections, and small business support. The plan is supported by the City of Coachella and its partners, including the Kounkuey Design Initiative (KDI), KE Impacts and Fair Housing Council of Riverside County (FHCRC). Key components include tenant rights education, community engagement, and a grant program for small businesses. Through community engagement efforts like the Resident Ambassador Program and Small Business Alliance, our plan seeks to foster leadership and ensure ongoing monitoring accountability. Monitoring mechanisms, such as tracking displacement trends, will be used to adjust and develop new policies as needed throughout the grant period.

II. Resident DAP Summary (500 words)

a. Displacement vulnerability

Coachella residents are highly vulnerable to displacement, with 60% of residents living in poverty and 70% of renters cost-burdened. The city also has a significant population of undocumented residents who are hesitant to seek government assistance. Displacement risks are compounded by rising rents, the increase in short-term rentals due to the Coachella Music Festival, and a general shortage of housing.

b. Programs and policies to address vulnerability

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Key policies that will be evaluated during the DAP include the recently adopted Inclusionary Housing Ordinance that mandates affordable housing in new developments, and a Local Preference Policy, which prioritizes local residents for new affordable units. The plan also includes culturally relevant tenant rights education led by the Fair Housing Council, which will help tenants understand their rights and access services like tenant-landlord mediation.

i. Brief description of existing policies

Existing policies include the City's Density Bonus Ordinance, which incentivizes the creation of affordable housing, and the Accessory Dwelling Unit Ordinance that facilitates the development of affordable ADUs. Additionally, the Coachella Home Enhancement Program, and Immigrant Families Recovery Program provide financial support to residents at risk of displacement.

ii. Process of selecting new policies

The selection process for new policies was driven by a combination of data analysis, community engagement, and consultations with partners. The Urban Displacement Project's findings were instrumental in identifying the most vulnerable populations and areas, which helped shape the focus on tenant protection and affordable housing.

iii. Description of new policies that will fill the gap

The Inclusionary Housing Ordinance is designed to increase the availability of affordable housing. During the project implementation we will evaluate this policy and recommend any changes or updates if necessary. The Local Preference Policy will ensure that existing residents benefit from newly built affordable housing. Additionally, tenant rights education will fill gaps in current protections by equipping residents with the knowledge and tools to avoid displacement.

c. Implementation plan

i. Community engagement and feedback loops

The Resident Ambassador Program will be critical in maintaining an ongoing dialogue with the community, ensuring that local concerns are addressed. These ambassadors will gather feedback, report displacement trends, and help hold city officials accountable for the implementation of policies.

ii. How the plan will address potential implementation challenges

A major challenge is fear among undocumented residents of seeking assistance. To address this, trusted community organizations like KDI will lead outreach efforts in culturally appropriate ways. Another challenge is the complexity of implementing new housing policies, which will be mitigated by ongoing collaboration with policy experts.

iii. Monitoring mechanism

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The Resident Ambassador Program will track displacement trends, including rent increases, home purchases by investors, and tenant needs for rental assistance or legal services. This data will be used to inform ongoing adjustments to the DAP.

iv. Process to amend or identify new policies

The DAP includes a built-in evaluation process where data from the Resident Ambassador Program will guide the identification of emerging trends. Based on this, the DAP team will develop policy recommendations along with staff and city officials will explore new policies or amend existing ones to address displacement more effectively.

III. Small Business DAP Summary (500 words)

a. Displacement vulnerability

Small businesses in Coachella, particularly those owned by people of color and immigrants, face significant displacement risks due to rising rents, crime, and sanitation issues along commercial corridors. Many of these businesses are still recovering from the disproportionate impact of the COVID-19 pandemic and lack access to resources for planning and compliance.

b. Programs and policies to address vulnerability

The plan includes the creation of a Small Business Alliance, which will help business owners collectively advocate for their needs and stay informed about city resources. This includes sharing information about a City-funded grant program to help businesses with code compliance and retail space improvements and a City-led program that offers reduced rent in City-owned commercial spaces to small businesses as part of its effort to stabilize local enterprises.

i. Brief description of existing policies

Coachella already offers discounted rents to local nonprofits in City-owned facilities. The City also ran a CARES Act grant program for small businesses and essential workers, though this program has since expired.

ii. Process of selecting new policies

The selection process was based on feedback from small business owners during engagement sessions. Key issues identified included the need for financial support, affordable rent, and better communication with city officials. These priorities shaped the development of new policies focused on stabilization and support.

iii. Description of new policies that will fill the gap

The Small Business Alliance will address the gap in communication between business owners and city officials, giving owners a formal platform for advocacy.

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c. Implementation plan

The Small Business Alliance will be convened by KDI, with support from the City of Coachella. The alliance will meet regularly to discuss priorities and provide feedback for the \$1 Million Façade Improvement Program.

i. Community engagement and feedback loops

Business owners will be able to provide input through the Small Business Alliance, which will serve as a feedback loop for policy implementation and future decision-making. Regular meetings and workshops will ensure ongoing communication between business owners and city officials.

ii. How the plan will address potential implementation challenges

Distrust of city government is a significant barrier. The Small Business Alliance will help build trust by giving business owners a direct line of communication with city officials. Additionally, the grant program will address the financial burden of code compliance, a key challenge for many business owners.

Climate Adaptation and Resiliency Plan (CARP)

I. Plan Overview (200 words)

The City of Coachella faces numerous environmental challenges linked to its unique geography and changing climate. With rising temperatures, poor air quality, and increasing risks of extreme weather, the region's residents, economy, and infrastructure are vulnerable to a wide range of hazards. To address these threats, the City of Coachella will be developing and implementing its Climate Adaptation and Resiliency Plan (CARP).

The CARP seeks to proactively address the risks posed by climate change and ensure the long-term health, safety, and well-being of Coachella's residents. The plan will include a comprehensive assessment of city-owned assets, infrastructure, and vulnerable populations, while also proposing strategies to reduce energy demand, provide respite from the heat, increase active transportation, reduce GHG emissions, and improve air quality. By addressing the multifaceted impacts of climate change head-on, Coachella aims to build a more sustainable, livable future for all its residents.

II. CARP Summary (600 words)

a. Climate Vulnerability

i. Description of risks and exposures in the Project Area

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ii. Impacts of risks and exposures on vulnerable populations and the built environment

The City of Coachella is susceptible to extreme heat, poor air quality, flooding from heavier precipitation, severe drought, high winds, blowing sand, and air inversions, each of which plays a major role in determining regional air quality. Coachella's Healthy Places Index score is 3.0, ranking it amongst the less healthy communities in the State of California. The Regional Opportunity Index shows the Project Area as having one of the lowest opportunities based on assets, education, economy, housing, mobility/transportation, health/environment, and civic life. Additionally, the Coachella Valley region is in a state of "non-attainment" with respect to state and federal ambient air quality standards for ozone and PM10, due to a combination of locally-generated pollution, unique topographic and climatic characteristics, and the transport of pollutants from metropolitan areas to the west—including the effects of the Salton Sea's receding shorelines and shallower-waters that produce rotten-egg odor events during the hot summers when the monsoonal rains flow into the region. In addition, due to climate change, the number of days above 85 degrees between November and April is projected to increase up to 150% by the end of the century. Therefore, implementing a Climate Resilience Action Plan and Vulnerability Assessment will help improve the air quality and the quality of life of the residents of Coachella and beyond.

The following is a breakdown of Coachella's main impacts and their risks and exposures:

- Extreme Heat - could impact electricity generation capacity, cause heat stress on outdoor workers and machinery, create excessive heat at facilities in need of upgrades, and increase peak energy and water demand.
- Air Quality - Exposure to allergens causes health problems for many people. When sensitive individuals are simultaneously exposed to allergens and air pollutants, allergic reactions often become more severe. The increase in air pollutants makes the effects of increased allergens associated with climate change even worse.
- Flooding from Heavier Precipitation - could create safety risks for emergency personnel and staff, impede access to utility facilities, damage facilities and infrastructure, disrupt the transportation system, challenge egress and ingress routes during major flooding events, overwhelm stormwater drainage systems, and disrupt utility service where there is a lack of redundant energy supplies.

b. Adaptation Measures in TCC Project

i. Measures to address risks of vulnerable populations

The Coachella Prospera proposal comprehensively addresses reducing risk and improving resiliency for climate-vulnerable populations through a series of strategic measures. Urban greening initiatives, including tree planting and a tree inventory, mitigate extreme heat impacts, promote air quality, and encourage active transportation in a high-heat community. Rooftop solar installations and renewable energy systems enhance resilience

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to power disruptions while lowering energy costs. Zero-emission transportation options are prioritized to connect residents to workplaces and reduce pollution-related health risks.

The proposal also includes job training programs in green industries to empower economically vulnerable populations, affordable housing designed for seniors, and bicycle lanes and pedestrian paths that close gaps in the active transportation network. A bus transit hub is planned to support a shift to cleaner transportation modes, enhancing access and reducing emissions.

Additional measures include the establishment of a wellness hub to provide critical health and social services, and the enhancement of five neighborhood parks with features encouraging exercise and active lifestyles in a community lacking sufficient recreational spaces. Finally, the initiative is guided by four transformative plans that align with climate adaptation frameworks to ensure the overall resilience of the Coachella Prospera Project Area, emphasizing inclusive planning, infrastructure readiness, and sustainable development.

The enhancement of five parks in the Coachella Prospera Project Area with recreational elements that encourage exercise and active lifestyles is closely tied to broader renovations and climate-adapted design through the integration of urban greening and green infrastructure strategies. By incorporating features such as the planting of 300 low-water trees (at designated parks and through a community tree giveaway) and 140 low-water vegetation, the project not only mitigates urban heat islands, improves air quality, and supports water efficiency. These enhancements align with broader climate resilience goals, including reducing greenhouse gas emissions, managing stormwater through permeable surfaces, and increasing tree canopy to provide shade and reduce heat exposure.

Furthermore, the project adopts a community-centered approach by engaging residents in tree planting and care, promoting environmental education, and involving local workforce development programs in the implementation process. These elements ensure long-term sustainability while addressing climate adaptation by creating parks that are not only recreational but also serve as vital components of urban resilience. Through careful planning, water-efficient irrigation systems, and strategic shading, the enhanced parks contribute to a healthier and more sustainable environment, making them a cornerstone of Coachella's climate-adapted urban infrastructure.

ii. Measures to increase resiliency of proposed infrastructure projects

The City of Coachella is proposing to implement a comprehensive Climate Resilience Action Plan, which includes commissioning a Tree Inventory and Vulnerability Assessment. These efforts aim to prepare for potential extreme weather impacts on City-owned assets, operations, and the broader community while developing strategies to mitigate those impacts.

Key measures include the integration of low-water-use plantings and climate-appropriate tree palettes to enhance urban greening efforts and mitigate the heat island effect. Permeable surfaces will be incorporated into infrastructure to improve stormwater

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management, reduce flooding risks, and support groundwater recharge. Strategic shading will be employed for parks, housing developments, and active transportation corridors to reduce heat exposure, increase comfort, and encourage outdoor activity.

Additional resilience measures include retrofitting critical infrastructure to withstand high winds, extreme heat, and flooding. Cooling systems and redundant energy supplies will be integrated into facilities to ensure continued operation during extreme weather events. The City's infrastructure projects will also utilize localized climate data and projections to adapt designs to future conditions, ensuring the long-term functionality and sustainability of investments. These efforts will collectively enhance the resilience of proposed infrastructure and support the well-being of Coachella's residents.

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Attachment D-3: Invoicing and Reporting Templates

[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 Grant Element	Amount
Grantee Costs	
Project #1	
Project #2	
Project #3	
Project #4	
Project #5	
Project #6	
Project #7	
Project #8	
Community Engagement Plan	
Displacement Avoidance Plan	
Workforce Development and Economic Opportunities Plan	
Indicator Tracking Plan	

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TOTAL to be reimbursed this Period	\$-
Advance Pay Deduction	
Total Reimbursement Requested	\$-
Total Budget	
Total Invoiced to Date	
Amount Remaining	\$-

Advance Pay Summary	
Advance Received	
Advance Balance	
Current Invoice Total	
Amount Paid Via Invoice	
Remaining Advance Balance	
Interest Earned	

TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM
IMPLEMENTATION GRANT - INVOICE DETAIL

Complete this form for Grantee Costs, Funded Projects, Indicator Tracking Costs and Transformative Plans.

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/Category	Amount	Supporting Documentation/Page #
1			
	Subtotal	\$-	
2			
	Subtotal	\$-	
3			
	Subtotal	\$-	
4			
	Subtotal	\$-	
Travel			

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	Subtotal	\$-	
Equipment			
	Subtotal	\$-	
Indirect/Overhead			
	Subtotal	\$-	
	SUBTOTAL FOR THIS PERIOD	\$-	

TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM
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:	

1. Summarize the administrative work (**Grantee Direct** and **Indirect/Overhead 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 completedUse bullet points and be succinctMake sure to clearly align with the language used in Exhibit B (to ensure easy review)Bold any deliverables submitted	
[INSERT Task # and Name]	\$
[INSERT Task # and Name]	\$

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Total	\$

2. 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) Bold any deliverables submitted	
[INSERT Task # and Name]	\$
[INSERT Task # and Name]	\$
[INSERT Task # and Name]	\$
Total	\$

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

[INSERT ITP 1 or 2]	Grant Funds Spent
[INSERT Task # and Name]	\$
<ul style="list-style-type: none"> Describe work completed Use bullet points and be succinct 	

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<ul style="list-style-type: none">Make sure to clearly align with the language used in Exhibit B (to ensure easy review) Bold any deliverables submitted	
Total	\$

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TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM

ANNUAL PROGRESS REPORT

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

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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)

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TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM
ANNUAL LEVERAGE FUNDING REPORT

Grant Number:
Grantee:
TCC Project Name:
Funding Round:

Reporting Period Dates: [START – END DATE]

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)
	Totals:				

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TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM
ANNUAL EQUIPMENT INVENTORY RECORD

Grant Number:
Grantee:
TCC Project Name:
Funding Round:

Reporting Period Dates: [START – END DATE]

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		

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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 once individual projects are completed.

Progress Reports are due every two months and are to be submitted as a component of the invoice package.

Annual Reports include an annual progress report; relevant indicator reporting; reports on leverage projects; and an equipment inventory.

The Final Report must be submitted at the end of the Project Completion Period. 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 the end of the Project Completion Period, September 2028.

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 SGC Indicator Tracking may terminate earlier than the end of the grant term, April 2029.

REPORTING SCHEDULE				
REPORTING PERIOD		BIMONTHLY PROGRESS REPORT	ANNUAL REPORTS (Progress, Indicators, Leverage Funding, Equipment Inventory)	DUE DATE
START DATE	END DATE			
Grant Execution	January 31, 2025	X		February 28, 2025
February 1, 2025	March 31, 2025	X		April 30, 2025
April 1, 2025	May 31, 2025	X		June 30, 2025
Grant Execution	June 30, 2025		X – All Grantee-Authored Annual Reports (Covers Grant Execution – June 30, 2025)	August 31, 2025
June 1, 2025	July 30, 2025	X		August 31, 2025
August 1, 2025	September 30, 2025	X		October 31, 2025
October 1, 2025	November 30, 2025	X		December 31, 2025
December 1, 2025	January 31, 2026	X		February 28, 2026
February 1, 2026	March 31, 2026	X		April 30, 2026
April 1, 2026	May 31, 2026	X		June 30, 2026
July 1, 2025	June 30, 2026		X – All Grantee-Authored Annual Reports (Covers July 1, 2025 – June 30, 2026)	August 31, 2026

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REPORTING SCHEDULE				
REPORTING PERIOD		BIMONTHLY PROGRESS REPORT	ANNUAL REPORTS (Progress, Indicators, Leverage Funding, Equipment Inventory)	DUE DATE
START DATE	END DATE			
June 1, 2026	July 31, 2026	X		August 31, 2026
August 1, 2026	September 30, 2026	X		October 31, 2026
October 1, 2026	November 30, 2026	X		December 31, 2026
December 1, 2026	January 31, 2027	X		February 28, 2027
February 1, 2027	March 31, 2027	X		April 30, 2027
April 1, 2027	May 31, 2027	X		June 30, 2027
July 1, 2026	June 30, 2027		X – All Grantee-Authored Annual Reports (Covers July 1, 2026 – June 30, 2027)	August 31, 2027
June 1, 2027	July 31, 2027	X		August 31, 2027
August 1, 2027	September 30, 2027	X		October 31, 2027
October 1, 2027	November 30, 2027	X		December 31, 2027
December 1, 2027	January 31, 2028	X		February 28, 2028
February 1, 2028	March 31, 2028	X		April 30, 2028
April 1, 2028	May 31, 2028	X		June 30, 2028
July 1, 2027	June 30, 2028		X – All Grantee-Authored Annual Reports (Covers July 1, 2027 – June 30, 2028)	August 31, 2028
June 1, 2028	July 31, 2028	X		August 30, 2028
August 1, 2028	September 30, 2028	X		October 31, 2028
October 1, 2028	November 30, 2028	X		December 31, 2028
December 1, 2028	January 31, 2029	X		February 28, 2029
July 1, 2028	March 31, 2029	X	X – All Grantee-Authored Annual Reports (omit Equipment Inventory)(Covers July 1, 2028 – End of Project Completion Period) plus FINAL REPORT covering full grant term	May 31, 2029

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Attachment D-5: Indicator Tracking Tables

Indicators have been broken out by TCC Project Component. Below are examples of general indicators for some of the Projects and Transformative Plans. Indicators should be reported annually and after project close out and at grant term end, as needed.

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. Below are examples of general indicators for various project strategies and plans.

General Indicators for 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 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)

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Indicator	Data Source
Number and location of signalized intersections installed with bike detection	Project documentation (e.g., project design plans)

General Indicators for Transit and Rail Access Projects

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)

General Indicators for Car Sharing and Mobility Enhancement Projects

Indicator	Data Source
Vehicles in service [# and type (model, make)]	Project documentation (e.g., fleet purchase and service records)
Number and location of charging stations installed	Project documentation (e.g., installer invoices)
Number and location of EV charging outlets installed by level of service	Project documentation (e.g., installer invoices)
Number of users registered for carsharing and other mobility project types	Project documentation (e.g., user registration records)
Number of users registered for vanpool	Project documentation

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Indicator	Data Source
service	(e.g., user registration records)
Number of EV miles traveled (by PEV type)	Project documentation (e.g., fleet mileage reports)
Number of vanpool miles traveled	Project documentation (e.g., fleet mileage reports)
Number of vehicle miles traveled by other shared vehicles	Project documentation (e.g., fleet mileage reports)
Estimated energy usage (kWh) from installed EV charging infrastructure	Project documentation (e.g., metered data, if available)

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General Indicators for Solar Installation, Energy Efficiency, and Appliance Electrification 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)

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General Indicators for 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 Health Equity 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)

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Indicator	Data Source
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)

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Indicator	Data Source
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 for a Specific Project and overarching TCC Project Area

Employment Activities

Indicator	Data Source
Number of jobs supported with TCC grant funds, disaggregated by job quality and access metrics	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

Indicator	Data Source
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	Project documentation (e.g., training records)

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Job Placement Activities

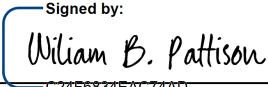
Indicator	Data Source
Number of job placement arrangements instituted with partner employers	Project documentation (e.g., memorandums of understanding)
Number of resource events around job placement opportunities	Project documentation (e.g., agendas)
Number of individuals engaged at resource events around job placement opportunities	Project documentation (e.g., sign-in sheets)
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 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 Grantee as it relates to the above-referenced Grant Agreement and grant related documents.

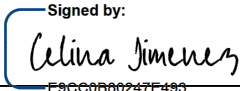
Grantee Authorized Signatory:

Name: William B. Pattison
(Type or Print Name) **Title:** Acting City Manager

Signature:  **Date:** 11/18/2024

Delegated Authorized Signatories:

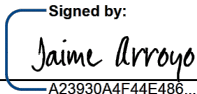
1. **Name:** Celina Jimenez
(Type or Print Name) **Title:** Director of Economic Development

Signature:  **Date:** 11/18/2024

Document(s) Authorized to sign:

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

2. **Name:** Jaime Arroyo
(Type or Print Name) **Title:** Grants Manager

Signature:  **Date:** 11/18/2024

Document(s) Authorized to sign:

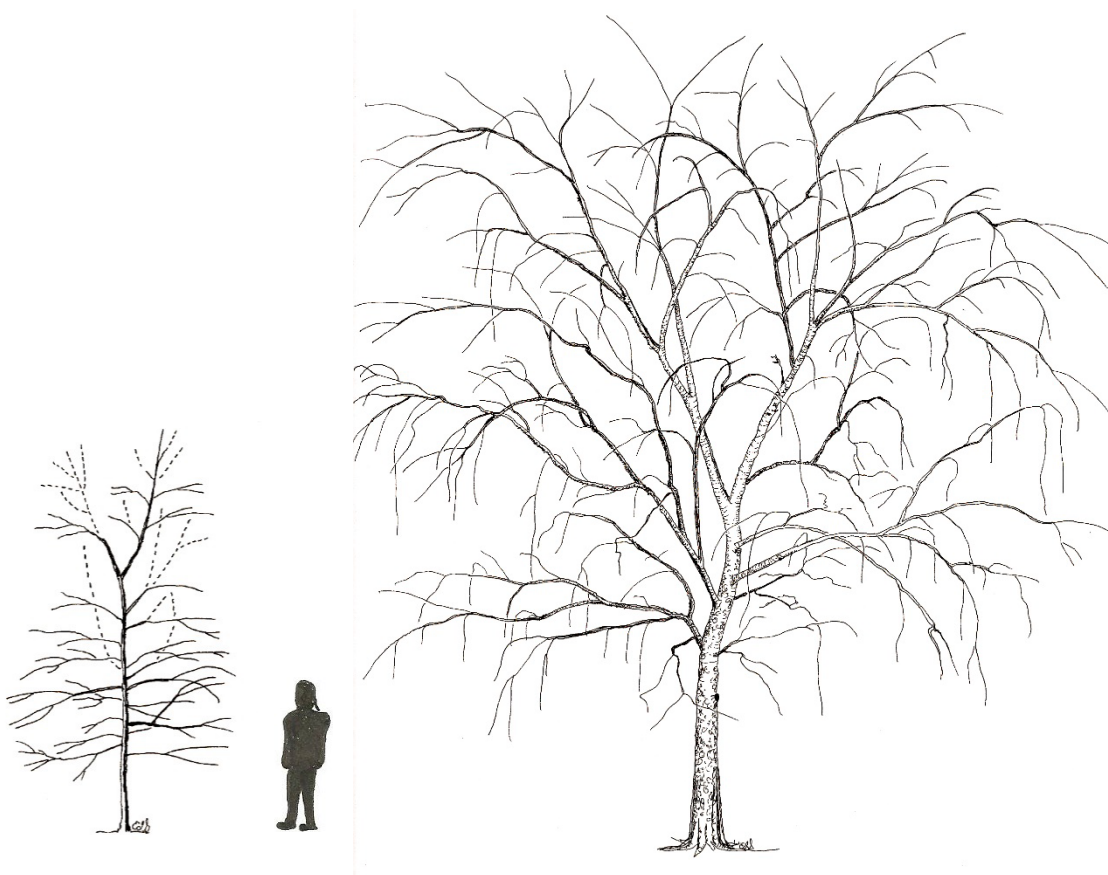
- ☐ All Grant Related Documents **or** ☐ Grant Agreement
- ☐ Grant Amendments ☐ Budget Amendments ☒ Reports
- ☒ Invoices ☐ Other _____

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Attachment D-7: CalFire Urban Greening Standards

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CAL FIRE STANDARDS AND SPECIFICATIONS FOR PURCHASING, PLANTING, AND MAINTAINING TREES



This Appendix is a compilation of the *Guideline Specification for Nursery Tree Quality: Strategies for Growing a High-Quality Root System, Trunk, and Crown in a Container Nursery, and the Tree Care Cue Cards*. It has been prepared to instruct grantees on how to select, plant, and care for young trees.

Illustrations by Edward F. Gilman, Professor, Environmental Horticulture Department, IFAS, University of Florida; adaptations from *Arboriculture: Integrated Management of Landscape Trees, Shrubs and Vines*, 4th ed., by R. W. Harris, J. R. Clark, and N. P. Matheny (Prentice Hall, 2003).



Developed as a project of CAL FIRE, Western Chapter of International Society of Arboriculture, California ReLeaf, and the Urban Tree Foundation. Copyright © 2011 Brian Kempf and Ed Gilman

Nursery Tree Quality

I. GENERAL SPECIFICATIONS

Proper Identification: All trees shall be true to name as ordered or shown on planting plans and shall be labeled individually or in groups by species and cultivar (as appropriate).

Compliance: All trees shall comply with federal and state laws and regulations requiring inspection for plant disease, pests, and weeds. Inspection certificates required by law shall accompany each shipment of plants. Clearance from the local county agricultural commissioner, if required, shall be obtained before planting trees originating outside the county in which they are to be planted. Even though trees may conform to county, state, and federal laws, the buyer may impose additional requirements.

Inspection: The buyer reserves the right to reject trees that do not meet specifications as set forth in these guidelines or as adopted by the buyer. If a defect or substandard element can be corrected easily, appropriate remedies shall be applied. If destructive inspection of a root ball is to be done, the buyer and seller shall have a prior agreement as to the time and place of inspection, number of trees to be inspected, and financial responsibility for the inspected trees.

Delivery: The buyer shall stipulate how many days prior to delivery that delivery notification is needed. Buyer shall stipulate any special considerations to the nursery prior to shipment.

II. HEALTH AND STRUCTURE SPECIFICATIONS

These specifications apply to deciduous, broadleaf evergreen, and coniferous species. They do not apply to palms. Note that leaf characteristics will not be evident on deciduous trees during the dormant season.

Crown: The form and density of the crown shall be typical for a young specimen of the species or cultivar. The leader shall be intact to the very top of the tree.

Leaves: The size, color, and appearance of leaves shall be typical for the time of year and stage of growth of the species or cultivar. Trees shall not show signs of moisture stress as indicated by wilted, shriveled, or dead leaves.

Branches: Shoot growth (length and diameter) throughout the crown shall be appropriate for the age and size of the species or cultivar. Trees shall not have dead, diseased, broken, distorted, or otherwise injured branches.

Trunk: The tree trunk shall be relatively straight, vertical, and free of wounds (except properly made pruning cuts), sunburned areas, conks (fungal fruiting bodies), wood cracks, bleeding areas, signs of boring insects, cankers, girdling ties, or lesions (mechanical injury). The terminal bud on the leader shall be intact to the very top of the tree, and it shall be the highest point on the tree. A 15-gallon tree has a minimum caliper of 0.75 inches.

Roots: The root system shall be substantially free of injury from biotic (e.g., insects and pathogens) and abiotic (e.g., herbicide toxicity and salt injury) agents. Root distribution shall be uniform throughout the container substrate and shall be appropriate for the species or cultivar. At time of inspection and delivery, the root ball shall be moist throughout. Roots shall not show signs of excess soil moisture conditions as indicated by stunted, discolored, distorted, or dead roots.

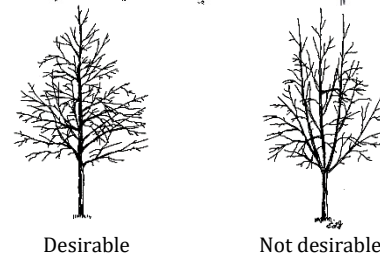
Shade trees that grow to be large shall have one relatively straight central leader (Figure 1). Heading the tree is acceptable provided the central leader is reestablished in the nursery.

Figure 1.



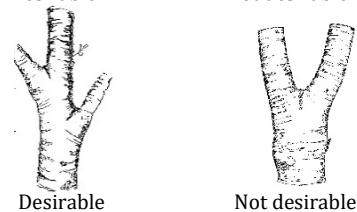
Main branches (Figure 2) shall be well distributed along the central leader, not clustered together. They shall form a balanced crown appropriate for the cultivar or species.

Figure 2.



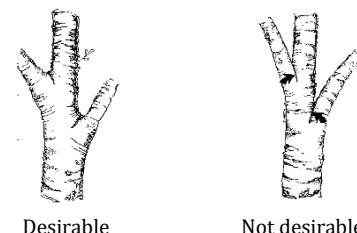
The diameter of branches (Figure 3) that grow from the central leader, or trunk, shall be no larger than two-thirds (one-half is preferred) the diameter of the trunk measured just above the branch.

Figure 3.



The largest branches shall be free of bark inclusions that extend into the branch union (Figure 4).

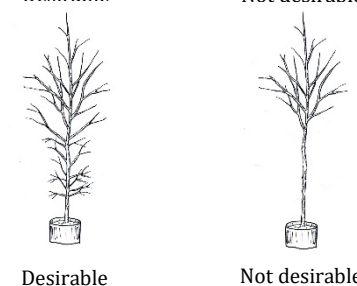
Figure 4.



The trunk shall be free of wounds, sunburned areas, conks (fungal fruiting bodies), wood cracks, bleeding areas, signs of boring insects, cankers, or lesions. Properly made recent or closed pruning cuts are acceptable.

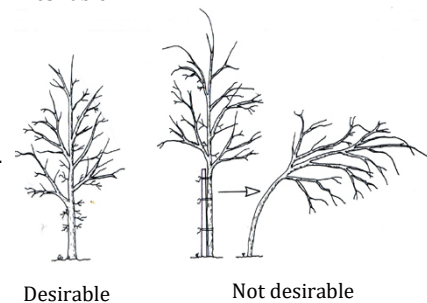
The trunk caliper (diameter) and taper (Figure 6) shall be sufficient so that the tree remains vertical without a stake.

Figure 5.



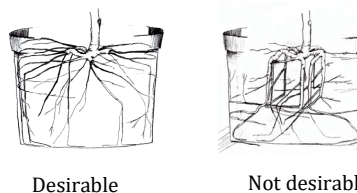
The root collar (the uppermost roots) (Figure 7) shall be within the upper 2 inches of the soil media (substrate). The root collar and the inside portion of the root ball shall be free of defects, including circling, kinked, and stem-girdling roots. Roots at the surface should grow mostly straight to the side of the container. You may need to remove soil near the root collar to inspect for root defects.

Figure 6.



The tree shall be well rooted in the soil media. Roots shall be uniformly distributed throughout the container, meaning that roots should not be concentrated at the bottom of the root ball. Some roots should contact the container wall in the top half of the root ball (Figure 7). When the container is removed, the root ball shall remain intact. When the trunk is lifted, both the trunk and root system shall move as one. The imprint of the liner or smaller container shall not be visible (Figure 7).

Figure 7.



The root ball shall be moist throughout at the time of inspection and delivery. The roots shall show no signs of excess soil moisture as indicated by poor root growth, root discoloration, distortion, death, or foul odor. The crown shall show no signs of moisture stress as indicated by wilted, shriveled, or dead leaves or branch dieback.

Tree Planting

Selecting quality trees: Planting quality trees begins by selecting the right tree for the right location and choosing vigorous, structurally sound trees from the nursery.

Digging the hole: A firm, flat-bottomed hole will prevent trees from sinking. Dig the hole only deep enough to position the root collar even with the landscape soil surface (Figure 8). Use a rototiller or shovel to loosen soil in an area three times the size of the root ball. This loose soil promotes rapid root growth and quick establishment.

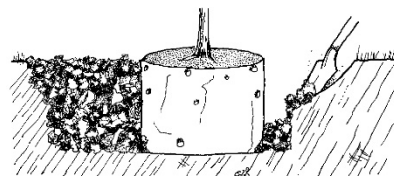


Figure 8. Loosening soil in a large area around the root ball allows for rapid root growth and quick establishment.

Installing the tree: Remove soil and roots from the top of the root ball to expose the root collar; cut away any roots that grow over the collar (Figure 9). Cut any roots that circle or mat along the sides and bottom of the root ball (Figure 10). The root collar shall be even with the landscape soil after planting (see Figure 9). Backfill with soil removed from the hole. Minimize air pockets by packing gently and applying water. Build a berm 4 inches tall around the root ball to help force water through the root ball. Enlarge the berm as the tree establishes.

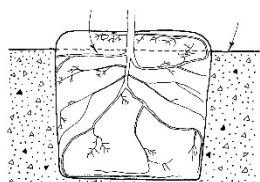


Figure 9. Remove soil and roots growing over the root collar (A) and place collar level with soil surface (B).

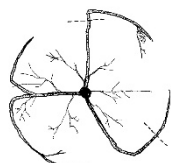


Figure 10. Cut roots at (A) to form new roots that grow away from the trunk. Do not cut roots at (B), since the root defects will regrow.

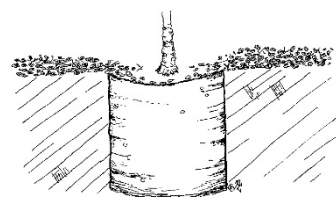


Figure 11. Mulch shall taper to a slightly thinner layer on top of the root-ball.

Mulching: A layer of organic mulch, such as leaf litter, shredded bark, or wood chips, helps protect tree roots from temperature extremes and conserves soil moisture. Mulch also helps prevent grass from competing with the tree for water and nutrients. The mulched area makes it easier to operate mowers and weed eaters without hitting the trunk and compacting soil. Apply mulch to a depth of 3 to 4 inches (slightly thinner on top of the root ball) (Figure 11). Mulch should be kept 4 inches away from the trunk to prevent disease.

Staking: The method of staking is dependent on a tree's ability to stand on its own and the location of the planting site. Staking is used to hold trees erect, allow the root ball to anchor, and protect the trunk from damage by equipment. Stakes should be removed when the tree can stand on its own and the root ball is anchored. Stakes should be positioned away from the tree and secured to the trunk at the point where the tree stands straight. Do not use wire or any strap that will girdle the tree or damage the bark. If a tree cannot stand straight on its own after staking, a splint stake tied directly to the trunk made of bamboo, spring steel, or a fiberglass rod may be used to straighten the upper trunk and/or leader. Avoid using square wood secondary stakes. Acceptable staking examples may be seen below (Figures 12, 13, and 14).



Figure 12. Double

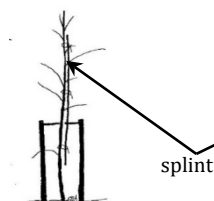


Figure 13. Double staked with splint stake.



Figure 14. Single staked with splint stake.

Tree Training at Planting and in the Early Years

Trees that grow to be large are more structurally sound and cost-effective to maintain when trained with a central dominant leader that extends 30 feet or more into the crown (Figure 15). Vigorous, upright branches and stems that compete with the central leader can become weakly attached (Figure 15).

Trees with branches spaced along the central leader, or trunk (Figure 15) are stronger than trees with branches clustered together (Figure 15). Prune trees at planting to one central leader by removing or shortening (shown) competing stems (Figure 16). All branches and stems shall be considerably shorter than the central leader after pruning is completed (Figure 16).

Reduction cuts can be used on trees at planting to subordinate branches that are codominant (Figure 20). Some upright stems and branches can be removed entirely back to the trunk. Heading cuts may have to be used occasionally.

Remove or shorten branches that are larger than half the trunk diameter at planting and every few years thereafter. Shorten them by cutting back to a live lateral branch (Figure 17). This lateral branch shall be pointed away from the trunk and it should not be growing upright. The central leader shall be more visible in the crown center after pruning. Only large-diameter branches need to be pruned because they compete with the leader and could be weakly attached (Figure 17, L). Small branches (Figure 17, S) do not need pruning because they will not compete with the leader.

The best way to shorten large or long stems and branches is to cut them back to a live lateral branch (Figure 19). This slows growth on the pruned parts and encourages growth in the dominant leader creating sound structure.

Remove larger branches by making three cuts. This prevents the bark from peeling or splitting off the trunk below the cut. Make the final cut back to the branch collar (enlarged area around union of branch where it joins the trunk).

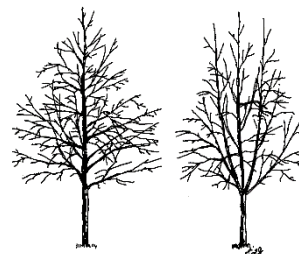


Figure 15. Good tree structure (left); poor structure (right).

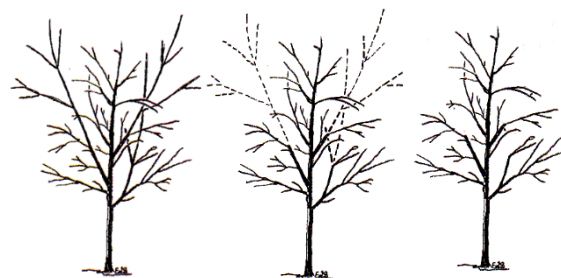


Figure 16. Shorten competing stems to improve structure.

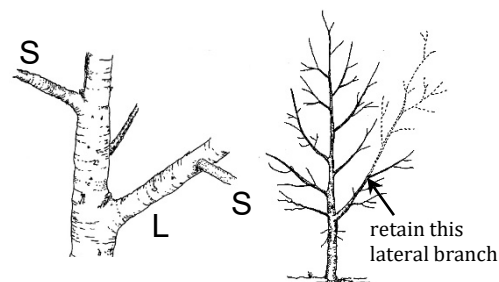


Figure 17. Only large branches need pruning (L). Small branches (S) do not need to be pruned.

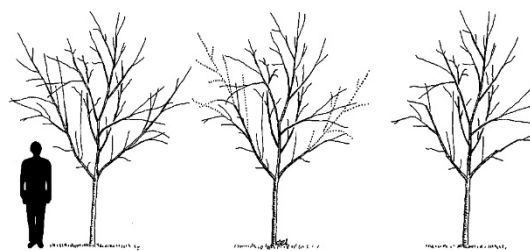


Figure 18. Shortening larger low branches concentrates growth in the leader and improves tree structure.

Structural Pruning Checklist

1. Develop and maintain a central leader.
2. Identify the lowest branch in what will become the permanent crown.
3. Prevent branches below the permanent crown from growing larger than half the trunk diameter.
4. Space main branches along the central leader.
5. Reduce vigorous upright stems back to lateral branches or remove entirely (Figure 20, next page).

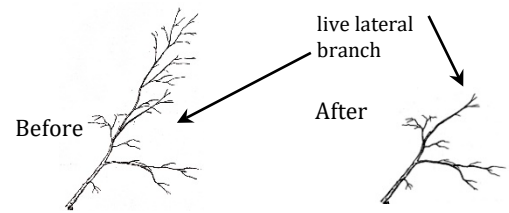


Figure 19. Reduce a stem back to a live lateral branch to slow its growth.

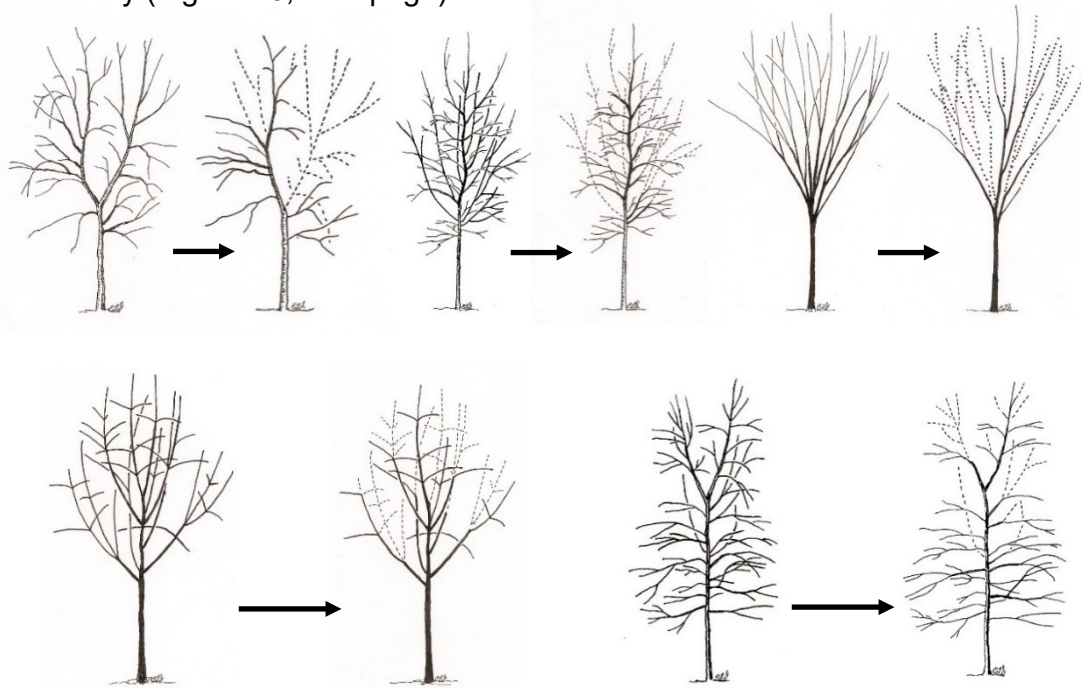


Figure 20. Before and after pruning at planting for

Irrigation

Consistent irrigation is critical for tree establishment.

- Apply about 3 gallons of water per inch of trunk diameter to the root ball 2 or 3 times per week for the first growing season.
- Increase volume and decrease frequency as the tree becomes established. Weekly irrigation during the second year and bimonthly irrigation during the third year should be sufficient for establishment.
- Once established, irrigation requirements depend on species, planting site, climate, and soil conditions.
- Irrigation devices should be regularly checked for breaks and leaks.
- Consider use of recycled water when available and where the species will tolerate it and the recycled water quality is adequate.

IMPORTANT NOTE: Tree species selected must be classified as very low, low, or moderate water use species in the [WUCOLS IV](#) or must be justified for the planting site(s) selected.

MANAGEMENT ACTIVITIES PRACTICES

Minimum Data for Urban Tree Inventories

If a Green Schoolyards grant project conducts campus tree inventories, the below attributes should be included:

- **Mapping coordinate.** X and Y coordinate locations (latitude and longitude). Each tree and planting site will be located using GIS and/or GPS equipment.
- **Location.** The tree’s physical location in relation to public Right of Way and/or public space will be recorded. *(Optional and recommended: consider collecting distance and azimuth from buildings.)*
- **Species.** Trees will be identified by *genus* and *species*.
- **Diameter.** Tree trunk diameter will be recorded. This should be to the nearest 1-inch.
- **Stems.** The number of stems a tree has will be recorded.
- **Condition.** In general, the condition of each tree will be recorded in one of the following categories adapted from the rating system established by the International Society of Arboriculture:

Excellent	100%
Very Good	90%
Good	80%
Fair	60%
Poor	40%
Critical	20%
Dead	0%

- **Maintenance need.** The following maintenance categories *(or similar approved by CAL FIRE prior to collection)* will be collected:
 1. Priority 1 Removal. Trees designated for removal have defects that cannot be cost-effectively or practically treated. Most of the trees in this category will have a large percentage of dead crown and pose an elevated level of risk for failure. Any hazards that could be potential dangers to persons or property and seen as potential liabilities would be in this category. Large dead and dying trees that are high liability risks are included in this category. These trees are the first ones that should be removed.
 2. Priority 2 Removal. Trees that should be removed but do not pose a liability as great as the first priority will be identified here. This category would need attention as soon as “Priority One” trees are removed.
 3. Priority 3 Removal. Trees that should be removed, but that pose minimal liability to persons or property, will be identified in this category.
 4. Priority 1 Prune. Trees that require priority one pruning are recommended for trimming to remove hazardous deadwood, hangers, or broken branches. These trees have

broken or hanging limbs, hazardous deadwood, and dead, dying, or diseased limbs or leaders greater than four inches in diameter.

5. Priority 2 Prune. These trees have dead, dying, diseased, or weakened branches between two and four inches in diameter and are potential safety hazards.
 6. Large Tree Routine Prune. These trees require routine horticultural pruning to correct structural problems or growth patterns, which would eventually obstruct traffic or interfere with utility wires or buildings. Trees in this category are large enough to require bucket truck access or manual climbing.
 7. Small Tree Routine Prune. These trees require routine horticultural pruning to correct structural problems or growth patterns, which would eventually obstruct traffic or interfere with utility wires or buildings. These trees are small growing, mature trees that can be evaluated and pruned from the ground.
 8. Training Prune. Young, large-growing trees that are still small must be pruned to correct or eliminate weak, interfering, or objectionable branches to minimize future maintenance requirements. These trees, up to 20 feet in height, can be worked with a pole-pruner by a person standing on the ground.
 9. Stump Removal. This category indicates a stump that should be removed.
 10. Plant Tree. During the inventory, vacant planting sites will be identified by street and address. The size of the site is designated as small, medium, or large (indicating the ultimate size that the tree will attain), depending on the growing space available and the presence of overhead wires.
- **Clearance Required.** Trees, which are causing or may cause visibility or clearance difficulties for pedestrians or vehicles, will be identified, as well as those trees blocking clear visibility of signs or traffic signals.
 - **Hardscape Damage.** Damage to sidewalks and curbs by tree roots are noted. Notes on potential fixes for the problem are encouraged (redesign options etc....)
 - **Overhead Utilities.** The inventory indicates whether overhead conductors or other utilities are present at the tree site that could result in conflicts with the tree.
 - **Grow space.** The area within the growing space is categorized as:

T	Tree Lawn
W	Well/Pit
M	Median
P	Raised Planter
O	Open/Unrestricted
I	Island
U	Unmaintained Area
 - **Space Size.** The narrowest dimension of the Grow Space, in feet. (I.e., 3'x3' cut-out, 4' parkway strip, open parkland, etc.).

- **Notes.** Additional information regarding disease, insect, mechanical damage, etc. can be included in this field.

Urban Forest Management Plan Best Practices

If a Green Schoolyards grant project includes the development of a management plan, the below should be included:

- Management plans must be informed by the constituents of the school/school district that have been/will be authentically engaged in the plan's creation.
- Management plans must be developed based on reliable, collected data, such as a tree inventory, urban forest mapping and analysis, urban forest economic analysis, etc.
- Management plans must be a long term (40-50 year), comprehensive document, not solely a maintenance plan.
- Management plans must address the entire school/school district in some form (regulations, incentives, best practices, etc.).
- There shall be a provision for periodic review of any urban forest management plan.
- A management plan must be referenced in an ordinance, a general plan element, or be officially adopted by the governing body in another binding, enforceable way as approved by CAL FIRE staff.
- Any management plan must set a tree canopy cover goal for the jurisdiction. The goal must, at minimum, maintain the current tree canopy cover level (No Net Loss policy).
- Management plans must address the following: tree maintenance (including best management practices), wildfire (if applicable), urban wood utilization, and roles of the jurisdiction's agencies. This may be done by referencing other policy documents.

CAL FIRE Recommends: Grantees should strongly consider using the following resources.

- [SelectTree](#): Identify suitable species with desirable attributes.
- [Vibrant Cities Lab](#): "The US Forest Service, American Forests and the National Association of Regional Councils created Vibrant Cities Lab to help city managers, policymakers and advocates build thriving urban forest programs".
- [UFMP Toolkit](#). Provides a "how-to" approach to develop an Urban Forest Management Plan (UFMP). The toolkit will lead you through a planning process and provide helpful references and additional tools.
- [The American Public Works Association guide for Urban Forest Management Plans](#).
- [iTree](#). A series of urban forest analysis tools are available for free on the iTree website.
- [Arbor Day Foundation's Tree City USA](#). All cities engaging in Management Activities Grants should consider applying for Tree City USA status. It is a free municipal recognition program that has been in existence since 1976. A CAL FIRE Regional Urban Forester can assist you with this.

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Attachment D-8: TCC Grantee Publicity Guidelines

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Transformative Climate Communities (TCC) Grantee Publicity Guidelines



Welcome to the TCC Grant Program!

Dear Transformative Climate Communities Grantee,

Congratulations, and welcome to the California Strategic Growth Council (SGC) Awardee Community, and on your Grant award! All of your hard work has paid off! We look forward to working closely with you to achieve 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, our Communications and External Affairs team has prepared this Grantee Publicity Guidelines document. As you plan communications, outreach, and events related to your award, please utilize this resource.

If you are planning an event or announcement and need advice, assistance, or sample materials, please don't hesitate to contact your Grant Manager and/or email us at TCC@sgc.ca.gov.

Thank you for your inspiring work to implement transformative, collaborative, community-driven, place-based projects: your work will help transform communities for generations to come. We look forward to partnering with you!

Publicity Guidelines

Please acknowledge the California Strategic Growth Council and the California Department of Conservation (DOC) in all publications, websites, signage, invitations, and all media-related and public outreach products related to the Grant. Below are templates of boilerplate language used to describe what the programs are.

For Long-Form Materials

Long-form materials are written content that is more than 1,000 words in length. For these types of documents use the following language:

The California Strategic Growth Council's (SGC) Transformative Climate Communities Program (TCC), administered in partnership with the California Department of Conservation, 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 <https://sgc.ca.gov/grant-programs/tcc/>.

For Short-Form Materials

Short-form materials are written content that is less than 1,000 words in length. For these types of documents, such as press releases, media advisories,

social media posts, short case studies, flyers, etc., use the following language:

"[Project Name] is supported by the California Strategic Growth Council's Transformative Climate Communities Program in partnership with the California Department of Conservation."

Visuals

Grantees may at times produce promotional materials that are primarily visual in nature, such as banners, signage, posters, certain flyers, and sharable images for social media. In such cases, we encourage grantees to include the official SGC and DOC logos. You can find the official logos in your Communications Resource Folder on SharePoint.

When using our logos, focus on creating the most color contrast between the logo and background to contribute to inclusive communications. For example, use the color version only when the logo appears on a light background; on backgrounds of a darker color, use the white version of the logo.

Signage

Grantees are encouraged to post signs on project construction sites stating that the Strategic Growth Council is providing financing through the Transformative Climate Communities Program in an appropriate location(s), typeface and size (consult your grant manager for best practices). Below is a sample of suggested language:

[PROJECT NAME]
"This Project has been made possible by financing from the Transformative Climate Communities Program through the California Strategic Growth Council."

Please also include our logos. Refer to the Visuals section above for logo guidelines.

Press Releases/Conferences

Grantees are encouraged to distribute press releases for major milestones throughout the lifecycle of the grant. If you would like a quote from leadership for a press release, please submit the press release to your Grant Manager at least two weeks before the release will be published.

Please alert us to any press conferences related to the grant by emailing your Grant Manager ideally as soon as possible, or at least two to four weeks before the press conference. This allows our staff to try and attend, if approved by management.

Photos

We ask that grantees share between 8-12 high-resolution, color photos with their Grant Manager during the lifecycle of their grant. These photos can include pictures of people involved with the project, the project area, and/or activities conducted during the grant term. Sending photos allows us to share photos of your project's progress across our communications platforms. We will attribute the photos to your organization and community. Please submit photos through your SharePoint submission folder.

Social Media

We encourage grantees to use social media to share the process of creating and developing their proposal, as well as stages of the project's implementation. We love seeing grantees' progress from vision to reality. Please tag @CalSGC and @CalConservation in all Tweets related to the grant; tag @California-Strategic-Growth-Council and California-Department-of-Conservation in all LinkedIn posts related to the grant; and on Facebook and other platforms, please mention the California Strategic Growth Council and California Department of Conservation in content related to the grant. (Reference guidelines For Short-Form Materials above for sample language).

Our Digital Platforms

SGC

 Twitter: @CalSGC

 LinkedIn: California
Strategic Growth Council

 Website: sgc.ca.gov

DOC

 Twitter: @CalConservation

 LinkedIn: California
Department of Conservation

 conservation.ca.gov

Stay in Touch!

Our team is here to help! We love to work with awardees to brainstorm communication strategies and outreach plans. By staying in contact with our team, we can help make any event you plan a success! We can make leadership available for media interviews, coach you on how to pitch to media, help you identify reporters, and help secure participation by State officials. Contact your Grant Manager any time you want to collaborate on any type of communication and outreach.



Grantee Social Media Recommendations

A guide to sharing our partnership in social media posts.



Please include the California Strategic Growth Council (SGC) and any applicable partners in all social media posts.

We understand that each social media platform has different content policies and requirements, so we only request that you do one of the following with your social media posts, but encourage you to do all of them, if you can.

1. Use the recommended short-form boiler plate language whenever posting about your project.
2. When creating graphics and flyers for your post, utilize funding source logos.
3. Tag SGC and applicable partners.

SGC Social Media Handles



LinkedIn

[@CaliforniaStrategicGrowthCouncil](https://www.linkedin.com/company/californiastrategicrowthcouncil)

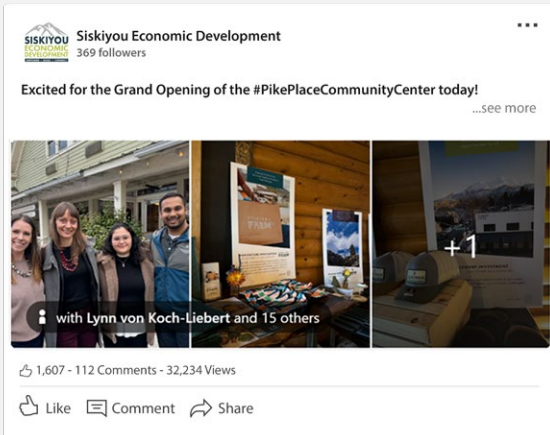


X

[@CalSGC](https://twitter.com/CalSGC)

Sample Posts with SGC Recognition Within the Content

Sample LinkedIn Post



Sample Post Content

Excited for the Grand Opening of the #PikePlaceCommunityCenter today!

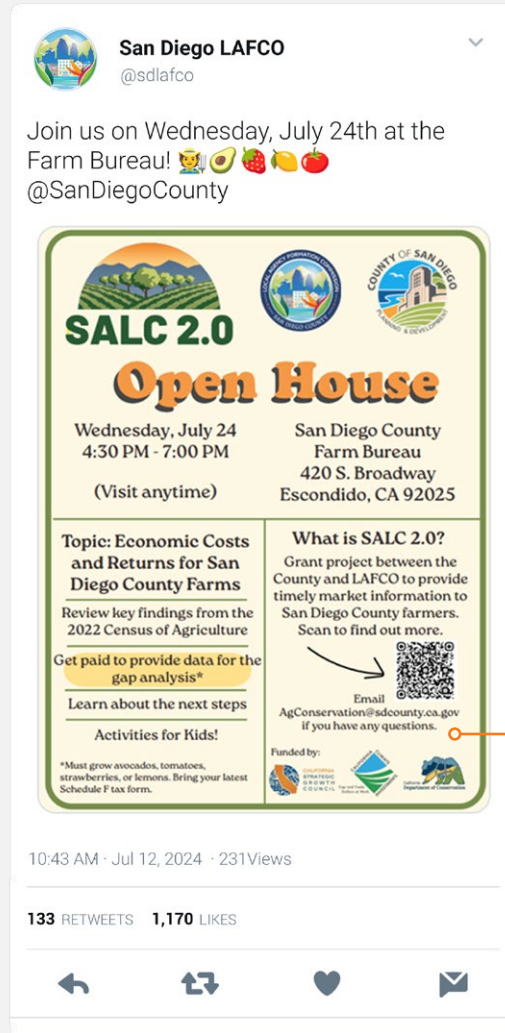
The Pike Place Community Center is one of six communities awarded Round #TransformativeClimateCommunities funding to build local #climate #resiliency capacity. This project will create community-driven climate projects that will reduce greenhouse gas emissions significantly over time, leverage additional funding sources, and provide health, environmental and economic benefits to the community.

- The Pike Place Community Center is supported by the **@California Strategic Growth Council's** Transformative Climate Communities Program in partnership with the **@California Department of Conservation**.

It was an honor to bring together community, state, and federal partners in this collaborative work!

Boilerplate statement and tagged all partners.

Sample X Post



Sample Post Content

Come learn about the LAFCO Farm Project, supported by **@CalSGC @CalConservation @CountyofSD @CCI**

Join us on Wednesday, July 24th at the Farm Bureau! **@SanDiegoCounty** 🥑🍓🍌🍎

Tagged SGC and All Partners

Utilized funding source logos in graphic.

Sample Post with All Three Recommendations

Sample LinkedIn Post



Sample Post Content

On Wednesday, Related California, Mercy Housing and community leaders celebrated the “topping out” of the two newest affordable communities in the multi-phase Sunnydale HOPE SF revitalization. The Sunnydale HOPE SF revitalization effort is led by Related California and Mercy Housing California, in collaboration with the San Francisco Mayor’s Office of Housing and Community Development (MOHCD) and Housing Authority of the City and County of San Francisco (SFHA), to transform the 50-acre Sunnydale-Velasco public housing community into a vibrant mixed-income neighborhood with 1,700 new affordable and market rate homes.

Thank you to our funding partners for helping us reach this milestone: the **California Department of Housing & Community Development (HCD)**, **California Strategic Growth Council**, **California Climate Investments** and **California Tax Credit Allocation Committee (TCAC)**.

Sunnydale HOPE SF is partially funded by the Affordable Housing and Sustainable Communities program (AHSC). AHSC is administered by the Strategic Growth Council and implemented by the California Department of Housing and Community Development. AHSC part of 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-form boilerplate info

Tagged SGC and All Partners

Utilized funding source logos in graphic.

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 5
Grant Number: SGC23143, City of Coachella

Attachment D-9: TCC Partnership Agreement

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COLLABORATIVE STAKEHOLDER STRUCTURE
SIGNED PARTNERSHIP AGREEMENT
BY AND AMONG:

1. City of Coachella
2. Chelsea Investment Corporation
3. GRID Alternatives Inland Empire
4. Southern California Mountains Foundation (Urban Youth Conservation Corps)
5. Bound Corporation
6. The LEAP Institute
7. Alianza Coachella Valley
8. Desert Recreation District
9. Regents of the University of California at Berkeley (UC Berkeley Campus)
10. Pacific Southwest Community Development Corporation
11. Kounkuey Design Initiative
12. Center for Employment Training

City of Coachella | TCC Round 5 | December 2024

COACHELLA PROSPERA

PARTNERSHIP AGREEMENT
FOR THE COLLABORATIVE STAKEHOLDER STRUCTURE
FOR THE COACHELLA PROSPERA TRANSFORMATIVE CLIMATE COMMUNITIES INITIATIVE

by and among

THE CITY OF COACHELLA

and

CHELSEA INVESTMENT CORPORATION
PACIFIC SOUTHWEST COMMUNITY DEVELOPMENT CORPORATION
GRID ALTERNATIVES INLAND EMPIRE
DESERT RECREATION DISTRICT
KOUNKUEY DESIGN INITIATIVE
CENTER FOR EMPLOYMENT TRAINING
BOUND CORPORATION
THE LEAP INSTITUTE
ALIANZA COACHELLA VALLEY
SOUTHERN CALIFORNIA MOUNTAINS FOUNDATION (URBAN YOUTH CONSERVATION CORPS)
REGENTS OF THE UNIVERSITY OF CALIFORNIA AT BERKELEY (UC BERKELEY)

Dated December 12, 2024

-

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Exhibit “A” - Project Area
Exhibit “B” - Collaborative Stakeholder Structure

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

This PARTNERSHIP AGREEMENT for the Collaborative Stakeholder Structure for the COACHELLA PROSPERA TRANSFORMATIVE CLIMATE COMMUNITIES INITIATIVE ("Partnership Agreement") is made and entered into this 27th day of JULY, 2023, by and between the City of Coachella, a California general law city and municipal corporation ("City"); Chelsea Investment Corporation ("Chelsea"); GRID Alternatives Inland Empire ("GRID"); Bound Corporation ("Bound"); Southern California Mountains Foundation ("Conservation Corps"); The LEAP Institute ("LEAP"); Alianza Coachella Valley ("Alianza" or "Outreach Partner"); Desert Recreation District ("DRD"); Pacific Southwest Community Development Corporation ("Pacific Southwest CDC"); Kounkuey Design Initiative ("KDI" or "Non-Displacement Partner"); Center for Employment Training ("CET"); THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California nonprofit corporation formed under Article IX of the California Constitution, as represented by the Regents of the University of California at Berkeley ("UC Berkeley" or "Data Evaluation Partner"); (each a "Project Partner" and collectively the "Project Partners"); Together, the Project Partners, Data Evaluation 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 COACHELLA PROSPERA community of the City of Coachella, as depicted in Exhibit "A" attached hereto and incorporated herein by this reference ("Project Area"). The proposed program will hereafter be referred to as "COACHELLA PROSPERA."

C. TCC Partners 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 COACHELLA PROSPERA.

D. Parties have individually and collectively engaged the residents and stakeholders in the project area in multiple visioning and planning processes over the past decade, culminating in the public workshops which created the COACHELLA PROSPERA. The City and the Partners believe the COACHELLA PROSPERA collaborative can positively transform Coachella, 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 COACHELLA PROSPERA, 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 COACHELLA PROSPERA 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 2022/2023 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 Project.

1.7 Budget Report. "Budget Report" shall mean the report containing the budget for a particular 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 Project.
- 1.9 Project. "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 Advisory Council.
- 1.12 Displacement Avoidance Plan. "Displacement Avoidance Plan" shall mean the plan that addresses the displacement prevention needs of the community.
- 1.13 Coachella Prospera Plan. "COACHELLA PROSPERA 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 Advisory 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 Advisory Council with regard to this focus.
- 1.17 Indicator Report. "Indicator Report" shall mean a report that tracks and reports Indicator Tracking for a Project.
- 1.18 Indicator Tracking. "Indicator Tracking" shall mean the tracking and assessment of certain elements to measure the overall impact of the 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 Projects.
- 1.20 Lead Applicant. "Lead Applicant" shall mean the City of Coachella.
- 1.21 Advisory Council. "Advisory 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 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 Project and ending upon a date determined by the City, during which Partners will be required to complete additional Indicator Tracking.

1.25 Community. "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 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 2022/2023 adopted on February 28, 2023.

1.29 Workforce Development Plan. "Workforce Development Plan" shall mean the plan that governs workforce development and training programs that train participants for jobs and skills and recruit and serve Project Area residents.

1.30 Working Group. "Working Group" shall mean a group consisting of the members of the Advisory Council and the Coachella Prospera, 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 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 COACHELLA PROSPERA.

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 COACHELLA PROSPERA 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;
- 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 COACHELLA PROSPERA is intended to create the necessary conditions for public and private investment in the project area of Coachella Prospera 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 COACHELLA PROSPERA project area.

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 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 COACHELLA PROSPERA Plan for the length of the TCC Grant Term. City acknowledges that it:

- a. Has reviewed the FY 2022/2023 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 COACHELLA PROSPERA Plan and Application; and
- c. Is fully committed to the goals and requirements of the NOFA, the COACHELLA PROSPERA 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 Advisory Council.

5.3 Working Group Participation. City shall participate in every 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 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 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. The Strategic Growth Council (SGC) is authorized to provide qualifying grantees Advance Payments for the TCC Program through May 1, 2025. Should the City of Coachella qualify to receive advance pay, it will develop and provide a process for its Partners to request and receive pay, and require all Partners to comply with the reporting terms. Advance Payment is for agencies and nongovernmental entities with low cash reserves that serve under resourced communities, to carry out approved program activities. Advance Payments can be up to twenty-five percent (25%) of the total grant award, which can be provided in one payment or spread across a series of smaller installments and is to be determined in the Grant Agreement.

To receive advance pay, the Grantee must do the following:

- Demonstrate good standing with the IRS
- Compile and provide spending plans for each Partner receiving advance payment
- Complete an advance payment request form with supporting documentation
- Sign an agreement that they will:
 - Revert all unused moneys to the state if they are not liquidated within the timeline specified in the grant agreement or in the case of non-compliance/misuse of funds
 - Communicate and document changes to spending plans

Upon receipt of appropriate documentation, funds will be paid to the Grantee and the Grantee will be responsible for dispersing payment to Partners, as approved by SGC. Advance payment funds from SGC must be dispersed into a federally insured and interest-bearing Grantee account to track withdrawals and interest earned. Any accumulated interest is considered TCC Program funds. The complete schedule, process, and reporting requirements for advance pay will be determined in the Grant Agreement.

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 Coachella Prospera.

5.11 Indicator Tracking. City shall work with the Partners and the Advisory 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. The City and its Partners 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 Project(s) as directed by the City and in accordance with the Performance Terms.

6.2 Community Members. Each Community Member (as defined in Section 10.2 below) will hold one seat on the Advisory Council.

6.3 Representation on Advisory Council. Each Project Partner and Community Member shall hold seats on the Advisory Council as provided in Section 10.2.

6.4 Working Group Participation. Each Project Partner shall participate in one or more 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 Working Group requires attendance at regular meetings, coordination with organizations doing like-projects in the 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 Advisory Council, and preparation of materials for public dissemination. Project Partners may agree to lead a Working Group, taking on the relative duties required of that position.

6.5 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 Project(s) in alignment with the vision of the COACHELLA PROSPERA Plan.

6.6 Implementation of Project. Each Project Partner shall oversee the implementation of its respective 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 Advisory 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. If metric targets are not met, the Advisory 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;
- d. 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 Project does not deviate from its intended purposes and the expectations of the Coachella Prospera initiative;

- e. Ensure that there are no conflicts between policies or restrictions on sources of funds needed to complete Projects;
- f. Refrain from using TCC Grant Funding to supplant Leverage Funding.

6.7 **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 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.

6.8 **Hiring Subcontractors.** Project Partners may contract with Subcontractors for needed administrative, design, construction, engagement, or implementation support for 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.

6.9 **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 Project and shall develop, prepare, and submit regular updates to the City and the Advisory Council regarding its progress toward Project objectives, shall routinely update the information management platform regarding Project schedule and objectives, and shall provide appropriate photos, stories, and meeting and event notices in a timely fashion to the City and Advisory Council. Any Partner requesting Advance Payment, made available to the City of Coachella, shall adhere to the process in Section 4.2.

6.10 **Recordkeeping.** Each Project Partner shall maintain its own records in accordance with Performance Terms and shall establish an official file for each 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 Project.

7.2 **Representation on the Advisory Council; Reporting Role.** Data Partner shall hold a seat on the Advisory Council and shall lead a discussion with the Advisory 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 Advisory 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, the Advisory Council, 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 Projects are changing attitudes, behavior, health, and circumstances for Coachella Prospera. 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 Advisory Council, and community stakeholders to identify specific indicators that will be tracked over time to understand 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 Advisory 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 Advisory 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.

81 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.

82 Representation on Advisory Council; Reporting Role. Non-Displacement Partner shall hold a seat on the Advisory 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 Advisory Council on related non-displacement efforts.

83 Services and Programs. Non-Displacement Partner shall:

- a. Assist with implementation of Inclusionary Housing policies;
- b. 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
- c. Conduct a series of workshops focusing on financial education, homeownership, tenants' rights, and local resources.
- d. Help form a Small Business Alliance and provide grant funding assistance to small businesses who may have code compliance issues.

84 Reporting. Non-Displacement Partner shall keep a database of all clients and the services that it receives and shall provide quarterly updates to the Advisory 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.

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 Advisory Council; Implementation of Community Engagement Plan. Outreach Partner shall hold a seat on the Advisory 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 Advisory Council.

Section 10. COLLABORATIVE STRUCTURE.

10.1 General. Parties shall actively promote community engagement and shall work in conjunction through the Advisory Council. Advisory 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 Advisory Council does not have any final decision-making abilities. Advisory 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 COACHELLA PROSPERA Plan during implementation.

10.2 Membership. Advisory Council shall consist of seventeen (17) seats. Each of the twelve (12) Parties to this Partnership Agreement shall designate one individual to represent that Party on the Advisory Council. Additionally, five (5) seats shall be "Community Member Seats", with four (4) of these seats filled by individuals or organizations who reside or do business in the Project Area, and one (1) seat of these seats shall be a "Youth Seat", filled by an individual or organization from the Project

Area representative of the youth demographic (collectively, the “Community Members”). As it concerns the Community Seats and the Youth Seat, individuals or community organizations from the Project Area wishing to serve on the Advisory Council must submit a request to the City and for appointment onto the Advisory Council. The City and the Advisory Council shall be responsible for appointing representatives to the Community Seats and Youth Seat. All representatives on the Advisory 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 Advisory Council, so removal or addition of a party to this Partnership Agreement will likewise remove or add a member to the Advisory 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 Advisory Council shall meet once a month until all Working Groups, Community Seats, Youth Seats, 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 Advisory 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, including Spanish translation. To maximize public participation, the Advisory 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 Advisory Council regarding all matters within the Advisory Council's purview. Additionally, the public shall have the opportunity to speak on any item on the agenda prior to the Advisory 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 Advisory 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 Advisory Council members and a recommendation formed with the necessary affirmative votes via email. Such decisions shall be reported and revisited at the next regular Advisory Council meeting.

d. Decision-Making and Dispute Resolution.

(1) Substantive Changes and Material Issues: Any significant changes or material issues arising from the implementation of the Coachella Prospera Plan must be presented to the Advisory Council at a regularly scheduled meeting. The proposal must include a comprehensive outline of the issue, its potential impact on ongoing projects, and any relevant feedback from stakeholders, community members, or working groups. The presentation of these changes ensures transparency, accountability, and collaborative decision-making.

(2) Conflict Resolution: When disputes arise, the Advisory Council will prioritize resolving the division through a structured process before advancing any proposals. This process may involve:

- Further Community Outreach: Engaging with local residents, stakeholders, and experts to gather additional input and perspectives. This ensures that diverse voices are considered, particularly when conflicts stem from concerns about equity, environmental impact, or local interests.
- Modification of the Proposal: Adjustments to the original proposal may be necessary based on feedback. The Advisory Council may mandate changes to better align with the community's priorities, sustainability goals, or the overall objectives of the Coachella Prospera Plan.
- Further Reporting: Revised or contested proposals must be re-submitted to the Advisory Council for additional review. This step ensures that new developments are comprehensively discussed and that any modifications are fully understood by all stakeholders before being put to a vote.

(3) Majority Support and Consensus: It is the goal of the decision-making process that all final recommendations receive the support of a majority of the Advisory Council members. Consensus-building will be encouraged, but when unanimity cannot be reached, majority approval is required to move forward. To foster collaborative decision-making, members are encouraged to deliberate thoroughly, considering all viewpoints to reach decisions that reflect the best interests of the Coachella community. This approach ensures that any decisions made are inclusive, transparent, and aligned with the broader goals of equity and sustainability, while also allowing for community participation and adaptability in the face of unforeseen challenges.

e. Bylaws. At its first meeting, the Advisory Council shall discuss governance procedures and set key priorities for managing future meetings. At the conclusion of the first meeting, the Advisory 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 Advisory 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 Advisory Council.

- f. Officers. At its first meeting, the Advisory 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 Advisory Council. The Treasurer shall be the City. Terms shall be for one year (1) and rotate on annual basis to ensure shared governance.

10.4 Hub Implementation. Advisory Council, in accordance with this Partnership Agreement, shall assign Members to work within the following Hubs: (1) Equitable Housing, (2) Urban Greening, (3) Active Transportation, (4) Roof-Top Solar, (5) Health and Well-Being, and (6) Zero-Emission Transportation. Any recommendation to change the number or type of Hubs should be brought before the Advisory 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 Advisory 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 Technical and Design Review 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 COACHELLA PROSPERA 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 Advisory 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 Departments 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 Advisory Council on recommendations for modifications to the COACHELLA PROSPERA 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 COACHELLA PROSPERA Plan. 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 COACHELLA PROSPERA Projects.

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

- a. Working Groups, Hubs, and the Advisory 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. The City will ensure that Spanish translation is available and that materials are provided in English and Spanish.
- 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 Advisory 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 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. Advisory 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 COACHELLA PROSPERA Application does not receive a grant award based on its response to the FY22/23 NOFA.

11.3 **Co-Applicant Substitution.** City, as the Lead Applicant, along with its Co-Applicants to this Partnership Agreement, may replace a non-performing Partner after the following steps have been taken:

- a. Meet and consult with the under-performing Partner to understand the challenges that are keeping them from meeting targets;
- b. Develop a Performance Improvement Plan (PIP) and timeline. In addition to creating a PIP, the Advisory Council will assist in identifying a third-party consultant to provide technical assistance if needed;
- c. After all measures have been implemented and a Partner is still under-performing, the City, Co-Applicants, and Advisory Council will vote to remove the existing under-performing Partner and vote to select a suitable replacement plan to keep the project moving forward;
- d. The City and its Co-Applicants will identify a replacement Partner.

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 thirty (30) 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:
 - (1) It is agreed that the City of Coachella, 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 Coachella.
- 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.

Each Party recognizes that another Party may need additional assurances regarding the TCC funding and the scope of work related to a Project before the commencement of construction of any component of a 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. 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 Coachella 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 COACHELLA
a California general law city

By:	
Name:	<u>Gabriel D. Martin, PhD</u>
Its:	<u>City Manager</u>
Dated:	<u>January 6, 2025</u>
Address:	<u>53990 Enterprise Way</u>
	<u>Coachella, CA 92236</u>

GRID ALTERNATIVES INLAND EMPIRE, INC.
a Delaware nonprofit corporation

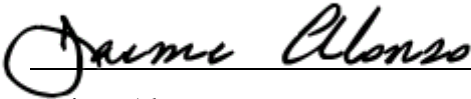
By:

Name:

Its:

Dated:

Address:

A handwritten signature in black ink, reading "Jaime Alonso", is written over a horizontal line.

Jaime Alonso

Executive Director

January 6, 2025

2100 Atlanta Avenue

Riverside, CA 92507

PACIFIC SOUTHWEST COMMUNITY DEVELOPMENT CORPORATION
a California public benefit nonprofit corporation

By:



Name:

Juan P. Arroyo

Its:

Executive Vice President

Dated:

January 6, 2025

Address:

16935 W. Bernardo Drive, Suite 238

San Diego, CA 92127

SOUTHERN CALIFORNIA MOUNTAINS FOUNDATION
a California public benefit nonprofit corporation

By:



Name:

Stacy Gorin

Its:

Executive Officer

Dated:

January 6, 2025

Address:

1355 West 26th Street

San Bernardino, CA 92405

CHELSEA INVESTMENT CORPORATION
a California corporation

By:

A handwritten signature in blue ink that reads "Cheri Hoffman". The signature is written in a cursive style and is positioned above a horizontal line.

Name:

Cheri Hoffman

Its:

President

Dated:


January 6, 2025

Address:

6339 Paseo Del Lago

Carlsbad, CA 92011

CENTER FOR EMPLOYMENT TRAINING
a California nonprofit corporation

By: 
Name: Pascal Do
Its: Chief Operations Officer
Dated: January 6, 2025

Address: 701 Vine Street
San Jose, CA 95110

THE LATINO EQUITY ADVOCACY AND POLICY INSTITUTE
a California nonprofit corporation

By:



Name:

Reynaldo Leon

Its:

Executive Director

Dated:

January 6, 2025

Address:

PO Box 1497

Huron, CA 93234

KOUNKUEY DESIGN INITIATIVE, INC.
a California public benefit nonprofit corporation

By:



Name:

Chelina Odbert

Its:

Chief Executive Officer/Founding Principal

Dated:

January 6, 2025

Address:

1515 Sixth Street

Coachella, CA 92236

ALIANZA COACHELLA VALLEY
a California nonprofit corporation

By:



Name:

Silvia Paz

Its:

Executive Director

Dated:

January 6, 2025

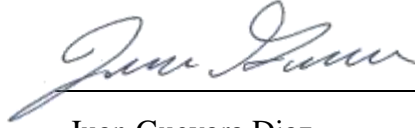
Address:

1515 Sixth Street

Coachella, CA 92236

BOUND CORPORATION
a California limited liability company

By:



Name:

Juan Guevara Diaz

Its:

CEO

Dated:

January 6, 2025

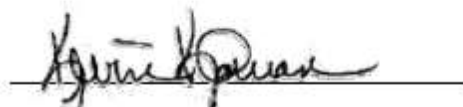
Address:

44907 Golf Center Parkway, Suite 1-2

Indio, CA 92201

DESERT RECREATION DISTRICT
a California nonprofit corporation

By:

A handwritten signature in black ink, appearing to read "Kevin Kalman", is written over a horizontal line.

Name:

Kevin Kalman

Its:

General Manager

Dated:

January 6, 2025

Address:

45305 Oasis Street

Indio, CA 92201

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

By:



Name:

Thomas Azwell

Its:

Disaster Lab Director

Dated:

January 6, 2025

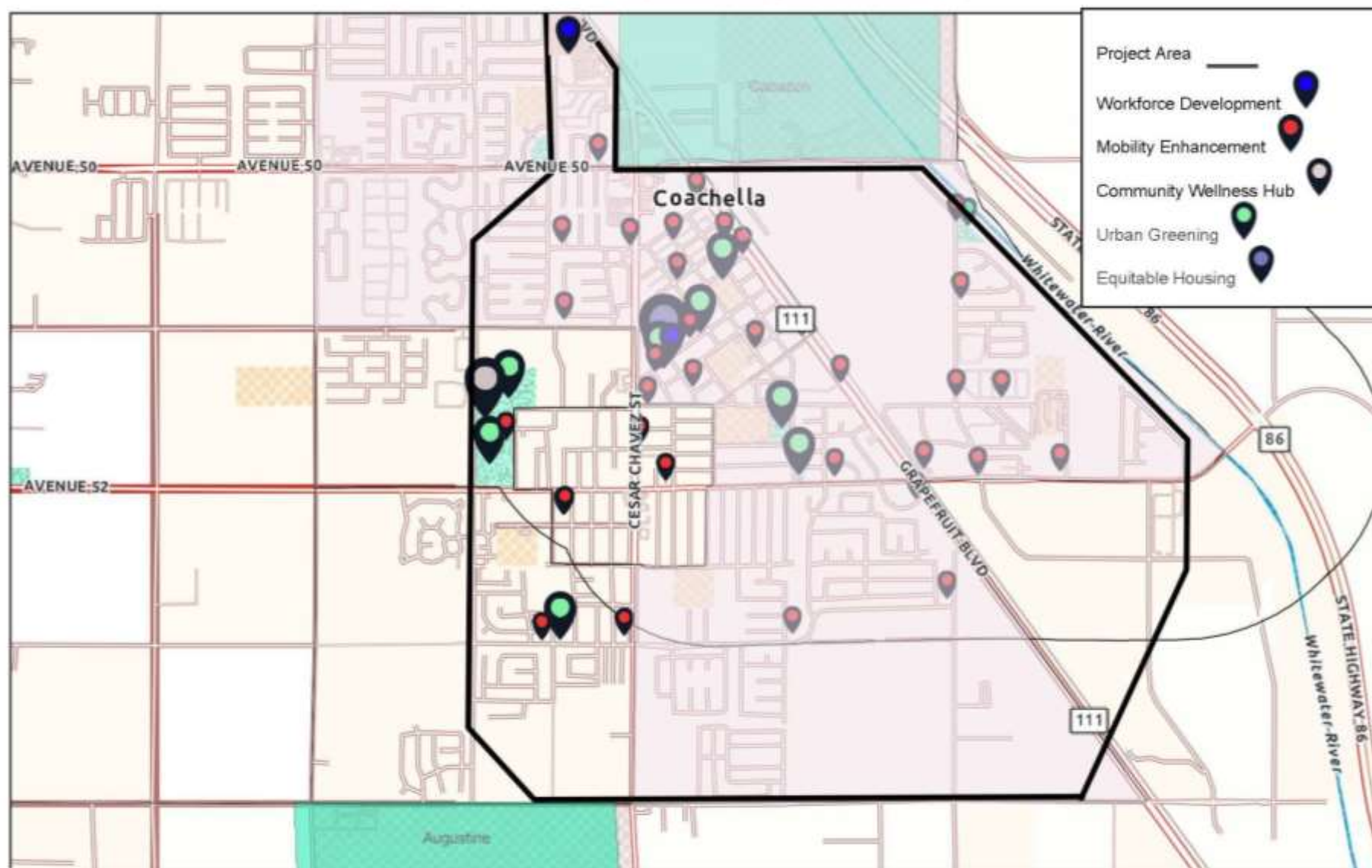
Address:

University of California, Berkeley
Sutardja Center for Entrepreneurship & Technology
College of Engineering
1923 Gridiron Way, CMS 122, MC#1768

Berkeley, CA 94720-1768

EXHIBIT "A"

Coachella Prospera Project Area Map



- SB 535 Disadvantaged Communities
- Tribal Land
- AB 1550 From CARB 2019

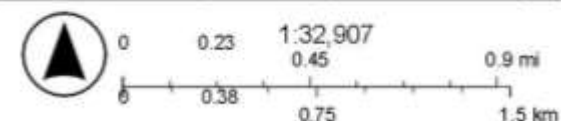
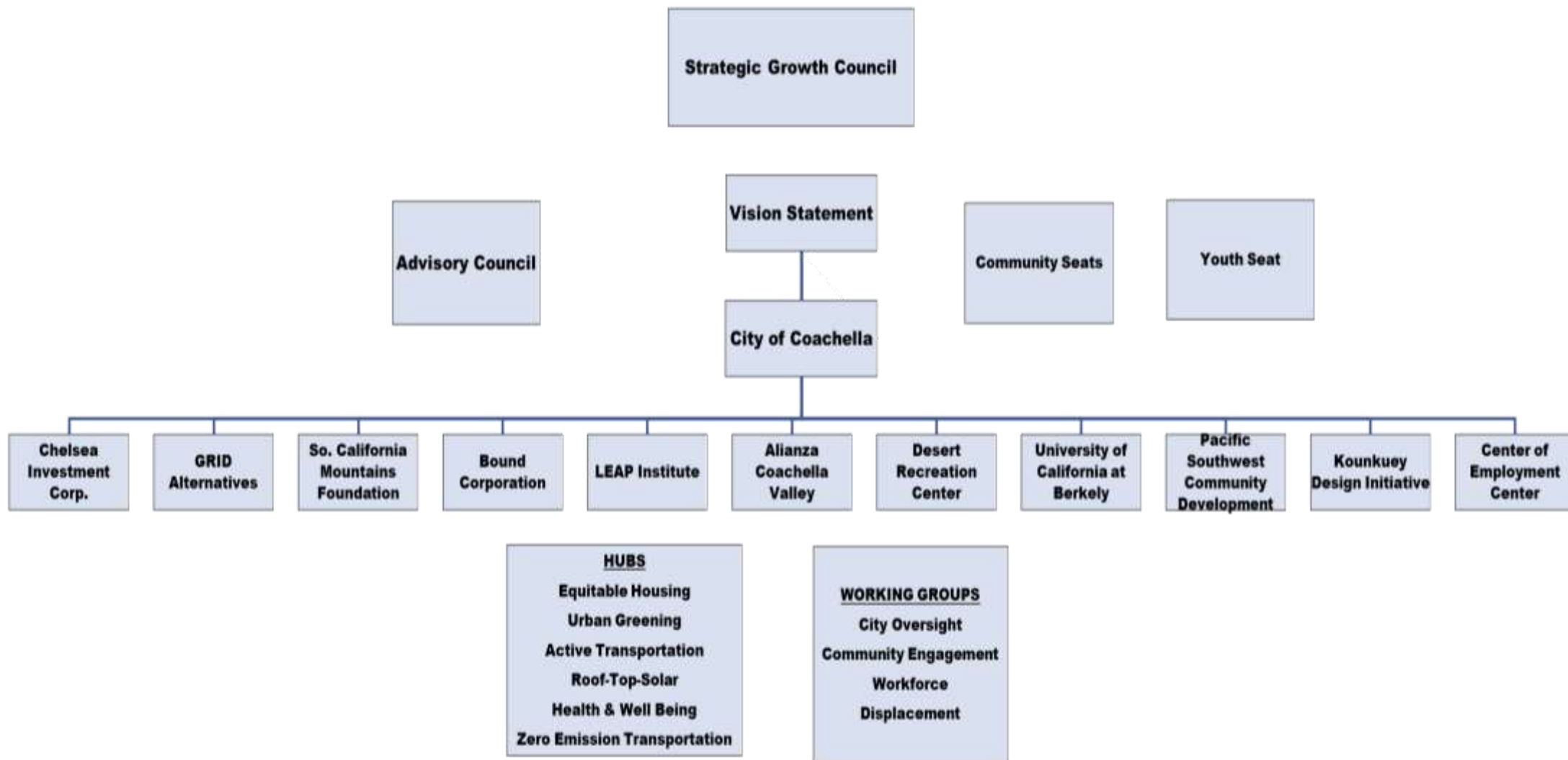


EXHIBIT "B"

COLLABORATIVE STAKEHOLDER STRUCTURE

Coachella Prospera's TCC Framework



Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 5
Grant Number: SGC23143, City of Coachella

Attachment D-10: Certificate of Compliance with Russian Sanctions

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California
DEPARTMENT OF TECHNOLOGY

2nd JOINT MEMO

April 22, 2022

To: Executive Branch Departments and Agencies

Re: Executive Order [N-6-22](#) regarding Sanctions Against Russia (¶¶ 4-5)

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding sanctions against Russia and Russian entities and individuals. The EO directs all agencies and departments (Agencies) that are subject to the Governor's authority to take certain steps described below. Constitutionally independent state entities are encouraged to take these steps as well.

On March 16, 2022, the Department of General Services (DGS) and the California Department of Technology (CDT) issued a Joint Memo offering guidance for compliance with EO Paragraphs #1, #2, and #3.

This Joint Memo provides guidance to assist state agencies with compliance concerning EO Paragraphs #4 and #5. Agencies should continue to involve their legal counsel in compliance efforts and decisions and to keep written records in each applicable contract or grant file demonstrating compliance efforts.

Agencies are recommended to comply with EO Paragraphs #4 and #5 within 45 days of the date of this Joint Memo.

Defined Terms:

- "Contract" refers to *all* types of agreements and grants, regardless of form (e.g., Std 213, Std 65, Fi\$Cal PO, etc.).
- "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.
- "Paragraphs" refers to the EO's operative paragraphs.

Compliance with Paragraphs #4 and #5:

Paragraph #4 within the EO provides:

All agencies and departments subject to my authority shall direct grantees, and contractors with agreements valued at \$5 million or more, to report to the agency or department regarding their compliance with economic sanctions.

Please note that since the March 2022 joint guidance memo, the federal government has imposed new sanctions on Russia and Russian entities and individuals. Agencies are advised to regularly check the U.S. Department of the Treasury's list of sanctioned individuals and entities at the following sites:

- <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>;
- <https://home.treasury.gov/news/press-releases/jy0608>; and
- <https://home.treasury.gov/policy-issues/financial-sanctions/recent-actions>.

Agencies may wish to sign up for email updates from the U.S. Department of the Treasury as well.

Paragraph #5 within the EO provides:

All agencies and departments subject to my authority shall direct all grantees, and contractors with agreements valued at \$5 million or more, to report on steps they have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

In order to comply with Paragraphs #4 and #5 of the EO:

- Agencies should identify all current contracts and grants valued at \$5 million or more.
 - "Valued at \$5 million or more" includes contracts and grants with a *value to the contractor or grantee* of \$5 million or more, even if the amount paid by the Agency to the contractor or grantee is less than \$5 million or is zero. This includes, but is not limited to, revenue-generating agreements, in-kind agreements, concessions, and agreements where the contractor receives payments from the public or a third party.
 - For example, in some recycling contracts, the state does not make any payments to the contractor, but the value of the contract is based on the monetary value to the contractor of the recycled materials they collect from the state. See, e.g., State Contracting Manual volume 1, sections 3.16.B and 7.45.
- Agencies should determine the appropriate addressee names and addresses for notices and information related to such contracts and grants.
- Agencies must notify such contractors and grantees of the reports contemplated in EO Paragraphs #4 and #5 and how to they can submit them (see a template notice below). Agencies should recommend that contractors/grantees consult their own legal counsel as needed regarding compliance with sanctions and reporting to the state.

- While the EO is silent on a timeframe in which to notify such contractors and grantees about EO Paragraphs #4 and #5, it is recommended that Agencies do so within 45 days of the date of this Joint Memo.
- Attached is a template notice and contractor/grantee response form that Agencies should use for EO Paragraphs #4 and #5. These notices may be sent and responded to electronically.
- Agencies should ensure the notice clearly informs contractors/grantees where to send their reports.
- Agencies should keep track of contractor and grantee reports.
- Agencies that have more than one contract/grant valued at \$5 million or more with a single contractor/grantee may send and receive one EO Paragraph #4 and #5 notice and report for each such contractor/grantee; however, each applicable contract/grant file should include copies of the response form and report.
- **Please note that for contracts issued by DGS or CDT on behalf of an Agency, the Agency is responsible for sending the EO Paragraph #4 and #5 notices and receiving contractor reports.**
- **For Leveraged Purchase Agreements (LPAs), DGS will issue the EO Paragraph #4 and #5 notices for Contracts with statewide usage valued at or above \$5 million. DGS will then provide Agencies with the list of LPA contractors DGS contacted. If, after receiving that list, an Agency determines it has any LPA Contracts valued at or above \$5 million that are *not* on the DGS list, the Agency is responsible for issuing the EO Paragraph #4 and #5 notices for those.**

Further Guidance and Contacts:

DGS and CDT will issue further guidance shortly regarding EO Paragraph #6, including language for future contracts and solicitations.

For questions relating to CDT contracts, please contact:

Lisa Cooper
Office of Legal Services
lisa.cooper@state.ca.gov

For other questions regarding this Memo, please contact your DGS-OLS assigned attorney.

Attachment: Template Notice to Send to Contractors and Grantees of Agreements Valued at ≥ \$5 Million (EO Paragraphs #4 and #5)

**Template Notice to Send to Contractors and Grantees of Agreements Valued at ≥ \$5 Million
(EO Paragraphs #4 and #5)**

April XX, 2022

[Name Here]

[Title Here]

[Name of Business or Organization]

[Address line 1]

[Address line 2]

[email address]

**RE: Contractor and Grantee Report on Compliance with Economic Sanctions in
Response to Russia's Actions in Ukraine**

Dear [Name Here]:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain steps, including directing that all state contractors and grantees with agreements valued at \$5 million or more to report to the agency/department regarding their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any.

The EO also directs all agencies and departments that are subject to the Governor's authority to direct that their grantees and contractors with agreements valued at \$5 million or more to report on the steps they have taken in response to Russia's actions in Ukraine

Please review the economic sanctions imposed in response to Russia's actions in Ukraine, including, but not limited to, the federal executive orders identified in the EO, the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), and sanctions imposed under state law, if any. Once complete, please report to the state regarding your compliance with the economic sanctions imposed by the U.S. government, as well as sanctions imposed under state law, if any, using the attached reporting form and return it **within 60 calendar days** to the individual listed below.

Additionally, within 60 calendar days of this letter, please provide a written report describing the steps, if any, you have taken in response to Russia's actions in Ukraine. An example can be found at this link:

<https://www.calpers.ca.gov/page/newsroom/for-the-record/2022/calpers-responds-to-governor-gavin-newsom>.

Note that responses may be subject to disclosure under the California Public Records Act. Accordingly, it is within the discretion of the respondent to determine what information to provide. Additionally, please do not include any confidential information or disclosures that could pose security risks.

Please attach the report to the notice form below and return it to the individual listed below.

Responsive notices and reports should be sent to:

[Agencies: INSERT CONTACT NAME, AGENCY NAME,
 AND RETURN EMAIL OR ADDRESS HERE]

Sincerely,

[Name]
[Title]

COMPLIANCE WITH ECONOMIC SANCTIONS IN RESPONSE TO RUSSIA’S ACTIONS IN UKRAINE

Contract Number(s) and/or Grant Number(s): _____ (Attach additional page as needed)

Per Executive Order N-6-22, all contractors and grantees that have agreements valued at \$5 million or more with agencies/departments subject to the California Governor’s authority are directed to report to their contracting or grantor agency or department regarding their compliance with economic sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as sanctions imposed under state law, if any.

Please insert the contractor/grantee name and Federal ID Number (if available) and complete the notice and attach a report as described below.

NOTICE

Having conducted a good faith review, I attest that the contractor/grantee is in compliance with the economic sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as sanctions imposed under state law, if any.

Contractor/Grantee Name (Printed)		Federal ID Number (or n/a)
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date		

Please attach a report to this notice form and return it to the individual identified in the cover letter within 60 calendar days, describing the steps, if any, you have taken in response to Russia’s actions in Ukraine.

Note that responses may be subject to disclosure under the California Public Records Act. Accordingly, it is within the discretion of the respondent to determine what information to provide. Additionally, please do not include any confidential information or disclosures that could pose security risks.