

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

G-SGC25301

PURCHASING AUTHORITY NUMBER (If Applicable)

LCI-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 "STATE"

CONTRACTOR NAME

City of Coachella, hereinafter referred to as "GRANTEE"

2. The term of this Agreement is:

START DATE

July 18, 2025

THROUGH END DATE

March 31, 2029

3. The maximum amount of this Agreement is:

\$10,000,000.00(Ten Million 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	49
	Exhibit B	Budget Detail and Payment Provisions	19
	Exhibit C	Attachments	13
+	Exhibit D	CRC Award Letter	2
-			
+	Exhibit E	Commitment of Leveraged Funds	1
-			
+	Exhibit F	CRC Grantee Publicity Guidelines	3
-			
+	Exhibit G	Equipment Inventory Record	1
-			
+	Exhibit H	Certificate of Compliance with Russia Sanctions	6
-			
+	Exhibit I	CRC Implementation Grant Awardee Readiness Checklist	4
-			
+	Exhibit J	CRC Grant Term Requirements Summary	4
-			
+	Exhibit K	Partnership Agreement	53
-			

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

53990 Enterprise Way

CITY

Coachella

STATE

CA

ZIP

92236

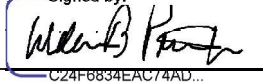
PRINTED NAME OF PERSON SIGNING

William B. Pattinson, Jr.

TITLE

City Manager

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

7/17/2025

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STD 213 (Rev. 04/2020)

G-SGC25301

LCI-0650

SCM Vol 1, 4.04(A)(4)

California Strategic Growth Council – Community Resilience Centers (CRC)
Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

Table of Contents

Table of Contents..... 1

Exhibit A, Scope of Work..... 4

1. Key Terms and Definitions 4

2. Community Resilience Centers Program Background..... 8

3. CRC Implementation Grants 8

4. Project 9

5. Grant Term 9

6. Authorized Signatories..... 9

7. Project Representatives 10

8. Independent Grantee 10

9. Subcontractors..... 10

10. No Third-Party Beneficiaries 11

11. Assignment 11

12. Approval 11

13. Incorporation..... 11

14. Modifications and Amendments 11

15. Grantee Responsibilities 14

16. Insurance Requirements 15

17. Non-Discrimination Clause..... 16

18. Conditions for Beginning Work 17

19. Timeliness..... 20

20. Project Monitoring and Oversight..... 20

21. Implementation Program Evaluation 21

22. Performance..... 21

23. Procurement..... 22

24. Self-Dealing and Arm's Length Transactions 22

25. Equipment 22

26. Computer Software 24

27. Vehicles..... 24

28. Infrastructure..... 25

29. CRC Facility Function and Feature Requirements 27

30. Emergency Planning and Coordination 28

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

31. Ownership of Deliverables	29
32. Payment.....	29
33. Payee Data Record Form - STD 204.....	31
34. Invoicing.....	31
35. Travel Reimbursement	34
36. Leveraged Funds	35
37. Revenue.....	35
38. Reporting Requirements	36
39. Document Submission	36
40. Records Management and Retention.....	37
41. Personally Identifiable Information (PII)	38
42. Audit	38
43. Dispute Resolution.....	39
44. Stop Work.....	40
45. Health Impacts.....	40
46. Termination	40
47. CRC Grant Publicity Guidelines	41
48. Right to Publish	42
49. Copyrights.....	43
50. Indemnification	44
51. Waiver of Rights.....	44
52. Force Majeure	45
53. Compliance with Laws and Regulations	45
54. Americans with Disabilities Act.....	45
55. Drug-Free Workplace Certification.....	45
56. Air/Water Pollution Violation Certification	46
57. Environmental Justice.....	46
58. Union Organizing.....	46
59. Prevailing Wage.....	47
60. Recycled Contents Products.....	48
61. Relocation	48
62. Expatriate Corporations	48
63. Corporation Qualified to do Business in California	48
64. Certificate of Compliance with Russia Sanctions	48

**California Strategic Growth Council – Community Resilience Centers (CRC)
Implementation Grant – Round 1**

Grant Number: G-SGC25301, City of Coachella

65. Governing Law and Venue 49

66. Unenforceable Provision 49

67. Budget Contingency Clause..... 49

68. Recovery of Funds 49

69. Terms that Survive Grant Agreement 49

Exhibit B, Work Plan and Budget 50

Exhibit C, Attachments 69

Exhibit D, CRC Award Letter..... 82

Exhibit E, Commitment of Leveraged Funds 84

Exhibit F, CRC Grantee Publicity Guidelines 85

Exhibit G, Equipment Inventory Record..... 88

Exhibit H, Certificate of Compliance with Russia Sanctions 89

Exhibit I, CRC Implementation Grant Awardee Readiness Checklist 95

Exhibit J, CRC Grant Term Requirements Summary 99

Exhibit K, Partnership Agreement..... 103

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

Exhibit A, Scope of Work

1. Key Terms and Definitions

A. “Activate”

For CRC program, “activate” refers to the mobilization of CRC facilities, services and programs, emergency plans, and/or personnel needed to respond for an emergency event. This is distinct from “blue sky” conditions or year-round services and programs. Activation details will vary based on specific facility capabilities, the type of emergency, and needs of the local community and priority populations.

B. “Advance Payment”

Any payment made to a contractor before work has been performed or goods have been delivered. Advance payments are permitted only if authorized by statute.

C. “Application or Proposal”

Submittal comprised of responses and supporting documents to apply for the Community Resilience Centers (CRC) Implementation Grant.

D. “Campus Amenities”

Activities related to construction or improvements to amenities at or based in the CRC Facility that strengthen the local community’s resilience to climate and other disasters, such as a microgrid or shade trees located on site at the resilience center. Campus Amenities include the components of a building or location that are beneficial to facility users and/or the surrounding community. CRC campus amenities must:

- i. Be on the same parcel as the resilience center or an adjoining parcel of a Community Resilience Center, OR
- ii. Be within a one-mile radius of the Community Resilience Center and be along a route that is accessible to pedestrians and individuals using wheelchairs or other mobility devices, or accessible by vehicle, by the end of the grant term.

E. “Community Resilience Services and Programs”

Services and programs that operate out of the CRC Facility that build community resilience and encourage year-round use of the CRC Facility, in addition to use during emergency activations. Services and programs funded by the CRC grant must be available to the public.

F. “Capital Projects”

Construction or retrofit of the CRC facility or campus amenities.

G. “Core Components”

The CRC model is intentionally flexible to account for the vast spectrum of communities across California. Core components, however, include the following:

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

- i. Multi-stakeholder partnerships
- ii. Robust, meaningful, and culturally appropriate community engagement throughout all phases (design, application, implementation, and evaluation)
- iii. Physical infrastructure investments to the CRC Facility (new construction and/or retrofits)
- iv. CRC Campus Amenities, like transportation to the CRC and community gardens
- v. Social infrastructure investments in services and programs, to ensure ongoing year-round usage of the CRC and strengthening of local community resilience

H. “CRC”

The Community Resilience Center (CRC) Program of the California Strategic Growth Council.

I. “CRC Emergency Plan”

Plan outlining processes and procedures that will take place at the CRC Facility during emergencies. Includes mobility, emergency communications, coordination, and agreements. Draft required in Implementation Grant proposal; final due by end of grant term.

J. “CRC Facility”

Facility serving as Community Resilience Center. Campus Amenities and community resilience services and programs must be connected to and based out of the CRC Facility, respectively.

K. “CRC Program Guidelines”

[CRC Round 1 Program Guidelines amended on December 14, 2023.](#)

L. “CRC Project”

Projects that will be implemented with CRC grant funds through this Grant Agreement, and that are compliant with Exhibit B, Work Plan and Budget and the [CRC Program Guidelines](#).

M. “CRC Project Components”

Components included in the CRC Project, as described in **CRC Program Guidelines** and therefore subject to this Grant Agreement.

N. “CRC Year-Round Community Resilience Plan”

Plan outlining services and programs operating out of the CRC year-round to ensure ongoing usage of the CRC. Draft required in Implementation Grant proposal; final due by end of grant term.

O. “Direct Costs”

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

Costs directly tied to the implementation of the Community Resilience Centers grant, including, but not limited to personnel costs, subcontracts, equipment costs, travel expenses, etc.

P. “Grant Agreement”

Refers to this Implementation Grant Agreement and all attachments and appendices.

Q. “Grant Term”

Implementation Grant terms are five (5) years: a four (4) year Project Completion Period, followed by a Performance Period of up to one (1) year, during which Project outcomes will be monitored and grant close-out activities will conclude.

R. “Indirect Costs”

Expenses of doing business that is of a general nature. These costs are not directly tied to the grant but are necessary for the general operation of the organization.

S. “Implementation Grant”

Funding for Community Resilience Centers, including construction and retrofit of CRC Facility, Campus Amenities, and services and programs.

T. “Leveraged Funds”

Funding from non-CRC sources which supports activities that are integrated into the overall CRC Proposal.

U. “Partnership Agreement”

A CRC Partnership Agreement is an agreement between two (2) or more parties that is not legally binding and outlines the responsibilities of each of the parties to the agreement. This must be signed by all members of the Collaborative Stakeholder Structure.

V. “Performance Period”

Up to one (1) year following Project Completion Period to monitor project outcomes and indicators. This period is only applicable for Implementation Grants.

W. “Pre-development Activities”

Include, but are not limited to, community engagement; feasibility studies; market analysis; environmental assessments, surveys, and remediation; site acquisition; site and development plans; project designs; permitting; financial planning (e.g., preliminary budget and construction financing).

X. “Project Area”

All CRC Implementation Grant Applicants are required to define a Project Area. The Project Area must encompass the CRC Facility, Campus Amenities connected to the CRC Facility, and community resilience services and programs based out of the CRC Facility.

Y. “Project Completion Period”

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

The time during which all grant-funded projects must be completed. This period is four (4) years from grant execution for Implementation Grant.

Z. “Project Site Analysis”

Prior to implementing relevant project components, Grantees must conduct a project site analysis demonstrating the road capacity around the proposed CRC Project Site, a land-use analysis for compatibility or an existing planning document that identifies the potential sites for these uses such as a community-specific plan, and consultation with emergency service providers about site location (especially for emergency ingress and egress).

AA. “Rural Communities”

A rural community as defined by [Health and Safety Code 50199.21](#).

BB. “Shelter”

A disaster-relief location that provides a roof overhead, food, water, sanitation, and support to residents in maintaining their basic living needs until they can return home. Shelters will not duplicate residents' usual standards of living whether or not they have disabilities or access and functional needs. Shelters can be identified as primary or secondary shelters, depending on accessibility.

CC. Entities involved in the grant implementation process:

- i. **“Co-Applicant”**: Entities other than the lead Applicant that enter into a Partnership with other organizations to apply for an Implementation Grant.
- ii. **“Fiscal Agent”**: A legal entity with legal authority, history, and capacity to administer state funds. A Fiscal Agent can make disbursements on behalf of the Grantee.
- iii. **“Grantee”**: Designated Lead Applicant that has an agreement for grant funding with the State.
- iv. **“Lead Entity”**: The Lead Applicant or Co-Applicant responsible for leading the implementation of a specific portion of the CRC Project.
- v. **“Lead Agency”**: For the purposes of California Environmental Quality Act (CEQA) requirements outlined in Section 18(B), the term Lead Agency refers to the local administrative approving entity.
- vi. **“LCI”**: Governor's Office of Land Use and Climate Innovation, as of July 1, 2024, is the new name for the Governor's Office of Planning and Research.
- vii. **“OPR”**: Office of Planning and Research, now known as the Governor's Office of Land Use and Climate Innovation.
- viii. **“Parties”**: SGC and Grantee, collectively.
- ix. **“Partners”**: Entities other than the Grantee that enter into a Partnership Agreement with the Grantee and other organizations to implement Community Resilience Centers grant activities. Referred to as “Co-Applicants” during the application stage.
- x. **“SGC”**: The California Strategic Growth Council.

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

- xi. **“SGC Grant Manager”**: Day-to-day point of contact during the grant term.
- xii. **“State”**: Any state agency with an oversight role over the funding or CRC Project.
- xiii. **“Subcontractors”**: Third-party entities procured by either Grantee or a Partner.

2. Community Resilience Centers Program Background

The Community Resilience Centers (CRC) Program (“CRC Program”) is part of the State’s Climate Budget Package, which totaled over \$15 billion to tackle wildfire and drought challenges, build more resilient communities, promote sustainable agriculture, and advance a nation-leading climate agenda. Senate Bill (SB) 155 (Committee on Budget and Fiscal Review, Chapter 258, Statutes of 2021) created the SGC’s CRC program with “funding...for the construction or retrofit of facilities to serve as community resilience centers that mitigate the public health impacts of extreme heat and other emergency situations exacerbated by climate change.” Enabling statute names specific functions for resilience centers, including: hydration stations, cooling centers, clean air centers, respite centers, and community evacuation and emergency response centers. The FY22-23 budget allocated \$110 million to the CRC Program from the General Fund’s Climate budget. A total of \$98.6 million was available for the CRC Program’s Funding Round 1 (FY 22- 23). Chapter 574 (A.B. 211, Statutes of 2022), signed by the Governor in late September 2022, created additional program requirements that Staff have since incorporated into the Round 1 Guidelines.

3. CRC Implementation Grants

The purpose of CRC Implementation Grants is to provide funds for new construction and upgrades of facilities to serve as Community Resilience Centers, as well as services and programs that build overall community resilience. CRC Implementation Grants have the following objectives:

- i. Offer multi-benefit physical community-serving spaces, resilient to current and future climate hazards.
- ii. Provide integrated delivery of essential services and programming to local communities during and following disasters, emergencies, and disruption events, as well as year-round to address ongoing community needs and build community cohesion.
- iii. Integrate physical infrastructure projects with social infrastructure, through community-driven partnerships and programming to increase climate resilience, expand economic opportunities, and reduce health, environmental, and social inequities.
- iv. Leverage and build a skilled, diversified, and trained workforce and promote local workforce development and training opportunities, with a focus on preparing community members for healthy, safe, and

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

- sustaining high-quality career pathway jobs in a future net zero carbon economy that are resilient to current and future climate change impacts.
- v. Build, strengthen, and sustain local leadership and grassroots engagement in civic and community development, and climate resilience awareness and activities.

The CRC Program is administered by the California Strategic Growth Council (SGC). The Grant Agreement will be executed between the Grantee and the SGC; the Grantee will work with the SGC during grant implementation.

The Grantee and the SGC are collectively referred to as "Parties." "Co-Applicants" identified in the CRC application are referred to as "Partners," but are not parties to this Grant Agreement.

4. Project

The SGC released the final [CRC Program Guidelines](#) for this Grant Agreement on July 27, 2023, and amended guidelines on December 14, 2023. In accordance with the Program Guidelines, Grantee applied and on April 24, 2024, the SGC awarded a grant to fund the project described in the application, subject to any conditions contained within the [Award Letter](#) (Exhibit D, CRC Award Letter). This will be referred to as the "Project" throughout

5. Grant Term

The grant term will commence on the date that both Parties have signed the Grant Agreement. The SGC will notify Grantee when work may begin in accordance with the requirements outlined in Section 17 of the Grant Agreement. The grant term will consist of a four (4) year project completion period followed by a performance period of up to one (1) year, during which Project outcomes will be monitored and grant close-out activities will conclude. All work must be completed within four (4) years of executing the Grant Agreement, with the option to extend on a case-by-case basis.

This Grant Agreement shall terminate upon completion of the project or at the end of the grant term, but no later than payment of the last project invoice. Grantee's obligations under this Grant Agreement will only be discharged once all terms of this Grant Agreement are fulfilled.

6. Authorized Signatories

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

Grantee's Authorized Signatory or designee is authorized to sign this Grant Agreement and grant-related documents as shown in the [Authorized Signatory Form](#) (Exhibit C, Attachments).

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

Grantee must keep the Authorized Signatory Form up to date. Within seven (7) working days of any change to the Authorized Signatory or to the Delegated Authorized Signatory, Grantee shall notify the SGC Grant Manager in writing of the change. The written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.

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

7. Project Representatives

The project representatives are the primary contacts for the SGC and Grantee. The SGC and Grantee must keep the [Project Representatives Form](#) (Exhibit C, Attachments, Attachment 2: Project Representatives Form) up to date. Any changes to the Project Representatives by either Grantee or the SGC shall be made by providing seven (7) working days advance written notice to the other party. The written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.

The SGC Grant Manager will function as the project representative for the SGC. Unless otherwise stated within this Grant Agreement, all correspondence and documents will be sent to the SGC Grant Manager as described in Section 39 Document Submission.

8. Independent Grantee

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

9. Subcontractors

A. Contractual Relationship

- i. The SGC's contractual relationship is with Grantee, and not any of its Partners or Subcontractors. Grantee is entitled to make use of its own staff, Partners, and Subcontractors, as identified in the [Budget Detail Worksheet](#) (Exhibit B, Work Plan and Budget) and will comply with all applicable laws and requirements for subcontracts that arise out of or in connection with this Grant Agreement.
- ii. Grantee shall manage, monitor, and accept responsibility for the performance of its own staff, Partners, and Subcontractors, and will conduct Project activities and services consistent with professional standards for the industry and type of work being performed under this Grant Agreement.

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

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

10. 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, including Partners or Subcontractors.

11. Assignment

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

12. Approval

This Grant Agreement is of no force or effect until signed by both Parties. Grantee may not commence performance until such approval has been obtained. Costs incurred or expended prior to execution of the Grant Agreement will not be reimbursed.

13. Incorporation

The performance of this grant must be conducted in accordance with this Grant Agreement and the [CRC Program Guidelines](#), as well as enabling legislation for the CRC Program. The CRC Program 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.

14. Modifications and Amendments

Any modification or amendment of the terms of this Grant Agreement must be within the intent of the CRC Program. Requests to increase the overall grant amount or to significantly alter the deliverables of the CRC Program will not be approved because of the competitive nature of the process that resulted in the award of this Grant

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

Agreement. Modification and amendment requests will be considered at the sole discretion of the SGC. All requests will be determined to be either a modification or an amendment on a case-by-case basis by the SGC in a manner consistent with this section.

A. Modifications

Modifications are minor changes to Exhibit B, Work Plan and Budget, as defined below. They require a formal, written request be submitted to and approved by the SGC Grant Manager. Modification requests must be submitted in writing to SGC at least thirty (30) calendar days prior to when the modification is needed.

Examples of actions that require a modification include but are not limited to changes in the Work Plan, Budget, Deliverables, Tasks, Subtasks, or Grantee's Authorized Signatories and Subcontractors as described below.

i. Work Plan and Budget Detail

Grantee must keep the Work Plan and Budget Detail Worksheet (Exhibit B, Work Plan and Budget) up to date. For substantive changes to the Work Plan or Budget which are not considered modifications, please see Subsection B.

ii. Changes to Budget

Changes of up to five percent (5%) of the total budget or \$100,000, whichever is less, may be shifted between tasks. Changes shall be made by providing a written request to the SGC Grant Manager before submission of the affected invoice and shall be effective upon written approval from the SGC Grant Manager.

iii. Changes to Deliverables and Tasks

Changes to deliverable due dates within the grant term and minor changes to task/subtask descriptions shall be made by providing a written request to the SGC Grant Manager before submission of the affected invoice and shall be effective upon written approval from the SGC Grant Manager. Task and subtask descriptions are the details regarding methods used to achieve deliverables.

iv. Grantee's Authorized Signatories and Subcontractors

Grantee must keep Authorized Signatory Form up to date. Within seven (7) working days of any change to the Authorized Signatory or to the Delegated Authorized Signatory, Grantee shall notify the SGC Grant Manager in writing of the change in accordance with Section 6 of this Grant Agreement.

v. Material Changes

Material changes to the Work Plan and Budget or Grant Term that are not considered modifications shall follow the amendment process, described in Subsection B of this Grant Agreement.

B. Amendments

Amendments are material changes to the Grant Agreement. Any material change to this Grant Agreement requires an amendment, with the exception of the modifications

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

detailed above in Section 14(A) Modifications. No change to this Grant Agreement shall be valid unless made in accordance with this section. No oral understanding or change not incorporated in this Grant Agreement is binding on any of the Parties.

Examples of actions that require an amendment include but are not limited to material changes in the Work Plan and Budget as outlined below. Changes to the Work Plan and Budget Detail Worksheet require an amendment if they involve one or more of the following alterations:

- i. Budget shifts of more than five percent (5%) of the total grant budget or \$100,000, whichever is less, between tasks
- ii. Elimination or alteration of tasks or deliverables
- iii. Elimination or change in Partners or terms in the CRC Partnership Agreement
- iv. Change to the Grant term
- v. Other substantive change requests not listed

C. Process for Modification and Amendment Requests

Except as otherwise specified, Grantee must request and obtain prior written approval by the SGC Grant Manager before any change (modification or amendment) to this Grant Agreement is valid.

i. Timeline

The SGC will only process modification or amendment requests once per grant year, unless mission critical changes are needed. As each request may take time and correspondence to review and resolve, there will be dedicated windows of time for request submission, review, and processing of requests according to the following timeline:

- Submit Requests: July – November
- Review and Correspondence: July – December
- Final Processing and Execution: November – January

ii. Requirements

Requests for modifications or amendments must be made during the timeline noted above and must meet the following requirements:

- Be submitted in writing on official letterhead and signed by the Authorized Signatory or designee on file with the SGC.
- Explain the purpose of the request, how the request is consistent with the CRC Guidelines and intent of the CRC Program, and the effect of not approving the request.
- Include supporting documentation to validate the request.
- Be submitted to the SGC Grant Manager at least sixty (60) calendar days prior to when the amendment is needed (or 30 days for modifications). New amendment requests from Grantee

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

will not be considered less than three (3) months prior to the end of the Project Completion Period.

- Use the Amendment and Modification Request Form which includes the Grant Agreement number, a detailed explanation of the proposed amendment, reason for the amendment, and the effect of not approving the request.
- Include a copy of the document(s) requested for amendment that shows the requested changes.

iii. Review

The SGC Grant Manager will make reasonable efforts to review and respond in writing to complete modification and amendment requests within fifteen (15) working days from receipt of request to approve or deny the request for amendment, including the reason for the decision. The SGC's response to Grantee may include additional questions, and the SGC may require additional time to make a determination (i.e., approval or denial) about the request. SGC may consider requests for expedited review.

iv. SGC Approval

If SGC approves a modification request, the modification may take effect immediately. For amendment requests, the SGC Grant Manager will make reasonable efforts to process amendments within thirty (30) days of the approval date. If the SGC approves the amendment request, the SGC will notify Grantee and prepare amendment documents for Grantee within another ten (10) working days, or as soon as feasible. The amendment will not be in effect until both Parties have signed the Grant Agreement amendment.

If the SGC rejects the amendment request in writing, Grantee may file a Dispute pursuant to Section 39 of this Grant Agreement.

15. Grantee Responsibilities

The SGC Grant Manager will notify Grantee when work may proceed. Grantee is responsible for the following:

A. Use of Grant Funds

Using grant funds only as intended for the Project.

B. Completion of Work

Completing work on time and within budget. This includes meeting all milestones and deliverables, as described in the [Work Plan](#) (Exhibit B, Work Plan and Budget), unless otherwise agreed to by all parties through the amendment process described in Sections 14 Modifications and Amendments.

C. Invoice Submission

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

Submitting invoices for reimbursement using the [Invoice Template](#) in Exhibit C, Attachments (Attachment 4), including any supporting documents. Invoice submission will be consistent with the practice and policies of the SGC, and any changes to the invoicing process will be communicated to Grantee.

D. Advance Pay

Submitting appropriate Advance Pay documentation, if utilizing Advance Pay, as set forth in Section 32. Advance Pay requests and documentation shall be consistent with the practice and policies of the SGC, and programmatic requirements will be communicated to Grantee.

E. Final Report Submission

Submitting a final report with the last invoice, using the [Final Report Template](#) in Exhibit C, Attachments, Attachment 3: Final Report Form and Instructions.

F. Compliance

Complying with all terms and conditions of this Grant Agreement, including all incorporated documents. Complying with all statutes, rules, and regulations applicable to this Grant Agreement.

G. Project Records

Maintaining an accounting system that accurately reflects all fiscal transactions and provides accounting information, retaining all records and required documents as specified in Section 40 Records Management and Retention and providing all required documents during an audit, as specified in Section 42 Audit.

16. Insurance Requirements

A. Governmental Organizations

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

B. Non-governmental Organizations

If Grantee is not a governmental organization or is unable to provide evidence of sufficient self-insurance, then the insurance requirements contained in this subsection apply.

Grantee must ensure the following insurance policies are obtained and kept in force for the term of this Grant Agreement, 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:

- i. **Workers' Compensation Insurance:** Workers' Compensation Insurance in an amount of not less than the statutory requirement of the State of California (California Labor Code § 3700 et seq.).

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

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

C. Additional Insured Parties

Insurance policies must name the State of California, its officers, agents, employees, and servants as additional insured parties for the commercial general liability and automobile liability insurance, but only with respect to work performed under this Grant Agreement.

D. Certificate of Insurance

Grantee is responsible for guaranteeing that a copy of each Certificate of Insurance is submitted to the SGC Grant Manager within sixty (60) calendar days of the Grant Agreement signature. The grant number must be included on each submitted Certificate of Insurance.

E. Policy Cancellation

Grantee must notify the SGC Grant Manager prior to any insurance policy cancellation or substantial change of policy, including lapse of coverage, change in coverage amount, or change in carrier. Grantee shall submit proof of new or updated policy based on insurance requirements within thirty (30) days of policy cancellation or substantial policy change. Failure to provide proof of insurance may result in termination of this Grant Agreement.

F. Partners and Subcontractors

Grantee is responsible for determining the appropriate level of insurance, if any, for its Partners and/or Subcontractors.

17. Non-Discrimination Clause

A. Non-Discrimination

During the performance of this Grant Agreement, Grantee and its Subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, color, ancestry, national origin, religion, creed, age (over 40), mental disability, physical disability, sex, gender (including pregnancy, childbirth, breastfeeding, or related medical conditions), sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, and military and veteran status.

Grantee and Subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

Grantee and Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12990 (a-f)) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Div. 4.1, Ch. 5.). Those regulations are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full.

B. Written Notice

Grantee and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Grant Agreement.

C. Inclusion in Subcontracts

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

18. Conditions for Beginning Work

A. Project Readiness

Readiness requirements for Implementation Grants ensure that proposed infrastructure components can be constructed within the grant term. Please see the list of readiness requirements in the subsections below and in Exhibit I, CRC Implementation Grant Awardee Readiness Checklist. Grant term requirements are the requirements set by the program to be completed during the grant term. Please see the list of grant term requirements in the subsections below and in Exhibit J, CRC Grant Term Requirements Summary.

Readiness requirements must be complete prior to beginning project implementation, unless otherwise specified in the subsections below. The SGC has sole discretion to determine when the Grantee has demonstrated readiness for each Project.

B. General Requirements

Upon grant execution and demonstration of Project readiness in compliance with CRC Program Guidelines and the CRC Grants Management Manual, Grantee may begin work on all planning, pre-development, community engagement, and community resilience service and program activities. Grantee or Partner costs associated with project management, or the Collaborative Stakeholder Structure may also be spent upon grant execution. Project readiness requirements include the following:

- i. **Permits:** Grantee must complete a permitting plan in alignment with the CRC Program Guidelines prior to Project implementation. All permits required to implement project components must be obtained within the grant term but must be obtained prior to implementing relevant Project components.
- ii. **Site Control:** Prior to Project implementation, Grantees who are establishing or expanding facilities must demonstrate site control in

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

- alignment with the CRC Program Guidelines and CRC Grant Management Manual.
- iii. **Facility Condition Assessment:** If relevant to the Project, Grantee must complete a Facility Condition Assessment in alignment with CRC Program Guidelines prior to Project implementation and grant execution.
- iv. **Operations and Maintenance Plan:** Grantee must have an Operations and Maintenance Plan in place prior to Project implementation. Within the grant term, Grantees must update and finalize their Operations and Maintenance Plans, detailing indebtedness for all properties included in the CRC Project in alignment with CRC Program Guidelines.
- v. **Additional Requirements:** The State may request additional documentation to assess site readiness and Project feasibility.

C. Capital Project Requirements

For capital projects that will be constructed during the Implementation Grant term, Grantees must demonstrate readiness in accordance with all applicable laws and regulations for the Project, as well as the relevant requirements outlined in Section 8.3 Site-Readiness of the [CRC Program Guidelines](#) and the CRC Grants Management Manual prior to beginning construction.

These readiness requirements include:

- i. **CEQA:** Documentation of California Environmental Quality Act (CEQA) compliance (see Subsection D below).
- ii. **Site Analysis:** A current Project Site Analysis, with any updates if relevant.
- iii. **Facility Floor Plan:** A current Facility Floor Plan, with any updates if relevant.
- iv. **Project Schedule:** A Project Schedule that must include project activities and durations and must be broken down in sufficient detail to manage the work.

Readiness will be assessed and approved independently for each individual CRC Project Component. Grantee may only expend direct project costs for each capital project under this Grant Agreement once Grantee receives written notice from the SGC. Please see Subsection E.

D. California Environmental Quality Act (CEQA) Requirements

- i. **Compliance:** Grantee is responsible for complying with all applicable laws and regulations for the Project, including the California Environmental Quality Act (CEQA) (PRC § 21000 et seq.) if applicable.
- ii. **Documentation:** Documentation of CEQA compliance must be provided to the SGC within the first year of the grant term to establish capital project readiness prior to Project implementation and before beginning construction. The following documentation is acceptable to demonstrate CEQA compliance:
 - a. Documentation for projects to which CEQA does not apply:

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

- A signed letter or similar document from the head of the administrative approving entity (e.g., Planning Director) of the lead agency stating that CEQA does not apply to the Project and the basis for that determination.
- b. Documentation for projects that are categorically or statutorily exempt:
 - A CEQA Notice of Exemption (NOE) that has been approved by the appropriate body pursuant to their obligations under CEQA; or
 - Other documentation confirming that the project is exempt from CEQA, including but not limited to:
 - (1) A resolution adopted by the legislative body of the lead agency (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) of the lead agency.
- c. Documentation for all other projects subject to CEQA:
 - A file-stamped Notice of Determination
 - Grantees that are federally recognized tribes with projects taking place on tribal lands are not required to comply with CEQA, however they must document that they have complied with alternative processes or programs the tribe implements to evaluate environmental impacts. This can be documented with a signed letter or similar document from an authorized representative of the tribe stating that the tribe has complied with all tribal programs or processes for evaluating environmental impacts for the project.
 - Although not required to establish readiness for Project implementation, Grantee must inform the SGC if any legal claims are filed challenging any of the approvals for the Project, including CEQA approvals, within 3 business days of service of the complaint.
- iii. **Statutes of Limitation:** 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.

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

E. Documentation of Readiness

Grantees are required to provide sufficient evidence of compliance with readiness requirements. The SGC has sole discretion to determine when the Grantee has demonstrated readiness for each Project. In coordination with Grantee, the SGC will document completion of each required readiness component utilizing Exhibit I, CRC Implementation Grant Awardee Readiness Checklist.

When all requirements for beginning project work for capital projects have been met, the SGC Grant Manager will provide notice via email that project work on capital projects may begin. In cases where work on capital projects began prior to the grant term, the Grantee should provide the appropriate readiness documents to the SGC Grant Manager prior to invoicing for any capital project costs.

F. Failure to Meet Readiness Requirements

Projects that do not meet the relevant readiness requirements of the Grant Agreement or [CRC Program Guidelines](#) will be deemed to be infeasible and ineligible for reimbursement until appropriate documentation is submitted to the SGC and the SGC has provided written notice to proceed.

19. 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.

20. Project Monitoring and Oversight

A. Monitoring

Project monitoring and oversight is essential to ensure the Project stays within scope and is completed on schedule and within budget in accordance with this Grant Agreement and the requirements of the CRC Grants Manual. Grantee must work with the SGC Grant Manager to accommodate monitoring requests.

B. Access

The Grantee agrees to provide access to project files, project site(s), and records of expenditures to the SGC when requested for the purposes of monitoring and oversight of the CRC project and funding.

C. Project Meetings

Once the Grant Agreement is executed, the SGC Grant Manager may request a regularly occurring meeting with Grantee's Grant Manager to discuss the CRC Project. The Grantee check-in meeting schedule will align with the invoicing schedule. Partners agree to participate in two (2) full collaborative check-ins each grant year.

D. Site Visits

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

The SGC retains the right to conduct annual site visits during the grant term. At the SGC's discretion, site visits may occur more frequently.

E. Final Inspection

Grantee agrees that the SGC or designated representative has the right to conduct a final inspection of completed Projects, as determined by the 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 SGC Grant Manager of the inspection date at least ten (10) working days prior to the inspection in order to provide the SGC the opportunity to participate.

21. Implementation Program Evaluation

CRC Implementation Grantees must set aside a minimum of 3% of their total budget for evaluation costs. CRC Implementation Grantees must each work with an SGC-selected third-party independent program Evaluator to provide project-related data. In partnership with SGC staff, the Evaluator will develop a statewide program evaluation framework and work with grantees to identify indicators for tracking and monitoring for their project.

22. Performance

A. Performance

The SGC has sole discretion to determine if Grantee is performing in accordance with the Grant Agreement.

B. Non-Performance

Non-performance issues can include but are not limited to: misuse of funding for ineligible expenses; inability to meet performance requirements or scheduled milestones; failure to complete or failure to make a good faith effort to complete the CRC Project as a whole or any CRC Project Components; failure to adhere to the CRC [Partnership Agreement](#) (Exhibit K, Partnership Agreement); and/or failure to comply with the Guidelines or terms and conditions of the Grant Agreement.

- i. **Notification:** The 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. Grantee must respond to a determination of non-performance within thirty (30) days either by: a) acting on corrective actions and notifying the SGC of actions taken, or b) disputing the SGC's findings in writing. The SGC, without waiver of other rights or remedies, may require the Grantee to re-perform any actions defined in this Grant Agreement if determined to be not performed in accordance with the Grant Agreement.

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

- ii. **Withholding Payment:** The SGC may withhold any payments due to Grantee until the Grantee brings the individual project or CRC Project back into full compliance. Costs and expenses for these actions shall be borne by the applicable Grantee, Partner, or Subcontractor.
- iii. **Stop Work Order:** The SGC has the right to issue a Stop Work Order for an individual project or the CRC Project and suspend payments to the Grantee.
- iv. **Failure to Correct:** If Grantee fails to correct any non-performance to the SGC's satisfaction, the SGC may elect to terminate the entire Grant Agreement or any part thereof. Grantee may be liable for immediate repayment to the SGC of all amounts disbursed by the SGC under this Grant Agreement for the individual Project or a task within an individual Project as applicable and only if non-performing. The 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 the SGC for breach of this Grant Agreement.
- v. **Termination:** Upon termination by the 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.

23. Procurement

A. Procurement Standards

Grantees and their Partners must comply with the procurement requirements found in the most recent version Grant Management Manual, including the appended Procurement Guide, when purchasing supplies and equipment or contracting for construction and other services.

B. Procurement Limitations

Any entity that is revoked, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from the CRC Project may not receive a CRC-funded contract or conduct work on any CRC-funded project.

24. 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.

25. Equipment

A. Purchase

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

Purchase of equipment using grant funds is allowable only with prior approval by the SGC Grant Manager. Cost of equipment purchased shall be substantiated by purchase receipt.

B. Grant-Funded Equipment

If grant funds are used to purchase equipment that costs \$5,000 or more, each such piece of equipment is "grant-funded equipment."

C. Ownership

For any equipment purchased or built with funds that are reimbursable as a direct cost of the CRC Project, as determined by the SGC, the Grantee, Partner, or Subcontractor, as applicable, must be the sole owner on the title.

D. Dedicated Use

During the Project Completion Period, equipment must be dedicated to the described use in the same proportion and scope as was in the Grant Agreement, unless the SGC agrees otherwise in writing.

E. Equipment Inventory Record

For the duration of the useful life of each grant-funded equipment, the grantee shall maintain an [Equipment Inventory Record](#) (Exhibit G, Equipment Inventory Record) identifying each grant-funded equipment, the expected useful life of each item, and the ultimate disposition (disposal or donation). The Equipment Inventory Record will be provided by the SGC Grant Manager. The requirements of this section will survive termination of this agreement.

Grantee must maintain an Equipment 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 devices, etc.) costing less than \$5,000 must be inventoried. Details on the inventory record are to be provided in the Grant Management Manual.

The Equipment Inventory Record must be updated annually and upon request. See CRC Grant Management Manual, Section XIII, Reporting Requirements, for more information.

F. Equipment Leasing

If equipment is leased, a cost-benefit analysis justifying the decision to lease versus purchase equipment must be provided to the SGC Grant Manager for approval prior to leasing equipment. Cost of leased equipment charged to the grant must be substantiated with receipts identifying equipment was leased, lease rate and total cost.

G. Equipment Rates

Use of equipment 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](#)

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

[Guide](#). Use of Grantee equipment must be substantiated with an equipment usage log that identifies the equipment used, rate, and total rental cost (if leased).

H. Assumption of Risk

Grantee will assume all risk including cost for maintenance, repair, loss, destruction, and damage to all equipment until disposition of equipment. The 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 SGC, or require Grantee to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the SGC with no expense to the State.

I. Theft of Equipment

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]).

J. Disposition of Equipment

On completion or early termination of the Grant Agreement, the SGC will either require that the equipment be returned or authorize the continued use of such equipment at or around the Project Area; in making that determination, the SGC will consider the useful life of the equipment, and the Grantee may be required to refund the SGC for the fair market value of equipment that continues to have a usable life, but is no longer required for grant implementation. The SGC may, at its discretion, authorize that the equipment be donated to a charitable organization in the community in which the Project Area is located.

K. Changes in Ownership or Use

If the ownership or use of equipment changes to a use not in accordance with the CRC Guidelines or Grant Agreement, the Grantee may be required to reimburse the State in a manner determined by the SGC.

26. 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.

27. Vehicles

A. Ownership

For any vehicles acquired with funds that are reimbursable as a direct cost of the CRC Project, the Grantee, Partner, or Subcontractor, as applicable, must be the sole owner on title.

B. Dedicated Use

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

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 the SGC agrees otherwise in writing.

C. Maintenance

Vehicles acquired – including, but not limited to, bicycles, cars, buses, vans, rail passenger equipment – must be maintained in a state of good repair and dedicated to the described use during the grant term and to public transportation use for their full useful lives.

D. Vehicles for Public Transit

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 lives, 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.

E. Vehicles for General Project Work

Vehicles acquired for general project work (i.e., work trucks) must be maintained in a state of good repair for their full useful lives, which, for the purpose of this Grant 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 SGC for their fair market value.

F. Changes in Ownership or Use

If the ownership or use of vehicles changes to a use not in accordance with the CRC Guidelines or Grant Agreement, the Grantee may be required to reimburse the State in a manner determined by the SGC.

28. Infrastructure

A. Ownership

For any rights of way, real and personal property, leases, improvements and infrastructure funded as a reimbursable direct cost of the CRC Project, the Grantee, Lead Entity, or an appropriate public agency or Subcontractor, as applicable, must be the sole owner of the title or leasehold.

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 CRC 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.

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

B. Dedicated Use

Each site acquired or improved upon with funding provided under this Grant Agreement must remain dedicated for a minimum of 15 years to the described use in the same proportion and scope as was in the Grant Agreement, unless the SGC agrees otherwise in writing. This includes meeting all requirements as described under Section 27 on CRC Facility Function and Features Requirements. If Grantee becomes aware that the property funded by the SGC grant funding is sold or the use is substantially changed, Grantee shall notify the SGC or its successor in writing within 7 calendar days of becoming aware of this change. 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 the SGC.

C. Deed Restrictions

By the end of the second year of the grant term, Grantee must provide the SGC with a recorded deed restriction, Memorandum of Unrecorded Grant Agreement (MOUGA), or Notice of Unrecorded Grant Agreement for each site acquired or improved upon with funding provided under this Grant Agreement. The recorded deed restriction, MOUGA, or Notice of Unrecorded Grant Agreement must demonstrate the site's dedicated use as a community-serving facility for a minimum of 15 years after Project implementation is complete.

When directed to do so by the SGC, Grantee further agrees to record a deed restriction, MOUGA, or Notice of Unrecorded Grant Agreement limiting use of property subsequently acquired or improved upon with CRC funds in furtherance of the Project covered by this Grant Agreement in a manner which advances the SCG's CRC Program goals.

D. Capital Projects

Capital Projects owned or operated by public entities must include the public agency on the application or include an executed agreement with that public agency for the completion of the resilience center upgrades for which funding is sought before the grant agreement is signed.

E. Maintenance

Grantee, Partner, or Subcontractor, as applicable, is obligated to continue operation and maintenance of the physical aspects of the CRC 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 the 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 the SGC. The CRC 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.

F. Changes in Ownership or Use

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

If the ownership or use of infrastructure changes to a use not in accordance with the CRC Guidelines or Grant Agreement, the Grantee may be required to reimburse the State in a manner determined by the SGC.

29. CRC Facility Function and Feature Requirements

All CRC Projects must involve a physical building. By the end of the CRC Implementation Grant award term, all CRC Facilities must meet all required facility functions and features as outlined in Section 5 of the [CRC Program Guidelines](#).

A. Required Functions

By the end of the grant term, all CRC facilities must:

- i. Be open and accessible to the public and offer Community Resilience Services and Programs year-round to community members.
- ii. Be able to be activated seven (7) days per week for heat waves and other climate emergencies that do not require overnight sheltering; and
- iii. Be able to be activated for overnight-shelter 24/7 during larger-scale climate emergencies OR able to coordinate transport of community members to an identified nearby evacuation shelter.

CRC facilities that will provide overnight-shelter during disasters must additionally demonstrate ability to meet the functions outlined in Section 5.4 of the [CRC Program Guidelines](#).

All proposed CRC Project components will be subject to all applicable local, state and federal codes and regulations necessary to enable their use for the required functions outlined in Section 5.4 of the [CRC Program Guidelines](#).

B. Required Features

By the end of the grant term, all CRCs must have capabilities and features that enable the site to be activated for a range of climate and other emergencies as outlined in Section 5.4 of the [CRC Program Guidelines](#).

C. Rural Communities Modifications Requests

Projects located in rural communities for whom these requirements present a hardship may request modifications, with justification, for asterisked (*) functions or features in Section 5.4 of the [CRC Program Guidelines](#).

In these cases, Grantees must name the asterisked function or feature, provide context for the specific hardship, propose a relevant and feasible modification, and submit a request to SGC staff. Staff will review such requests on a case-by-case basis.

D. Operations and Maintenance Plan

Grantees must update and finalize an operations and maintenance plan, detailing indebtedness for all properties by the end of the grant term.

E. Community Resilience Services and Programs

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

Services and programs that operate out of the CRC Facility should build community resilience and encourage year-round use of the CRC Facility, in addition to use during emergency activations. Services and programs funded by the CRC grant must be available to the public.

Grantees must offer Community Resilience Services and Programs until the completion of the CRC grant term.

F. Year-Round Community Resilience Plan

Grantee must update and finalize a Year-Round Community Resilience Plan by the end of the grant term as detailed in Section 5.4 of the [CRC Program Guidelines](#). Grantee must ensure that their Year-Round Community Resilience Plan outlines proposed Partners, strategies, and activities to ensure CRCs are used year-round, and not only during emergencies. The plan must be submitted in the format requested by SGC staff. A draft plan should be submitted on an annual basis as an attachment to the required annual report. Final plans must be submitted to SGC alongside the final report by the end of the grant term.

30. Emergency Planning and Coordination

A. CRC Emergency Plans

Grantees must update and finalize a CRC Emergency Plan by the end of the grant term as detailed in Section 5.4 of the [CRC Program Guidelines](#). Emergency Plans must specifically consider how they will serve priority populations and other vulnerable community members and must include all of the following components:

- i. Emergency communications plan, with a focus on priority populations.
- ii. Energy resilience plan for backup power during emergencies and renewable energy generation.
- iii. Mobility plan to transport community members to and from the CRC Facility, as well as alignment with or connection to identified accessible evacuation routes.
- iv. Description of how Grantees will work with relevant emergency response organizations including, but not limited to: the jurisdiction's Office of Emergency Services, local hospitals or other healthcare providers, utility operators, and social service and volunteer agencies that provide direct service and relief.
- v. Agreements and processes that ensure the CRC will be able to be activated in the case of an emergency (including triggers for emergency situations), processes for activating the center during an emergency, and defined roles and responsibilities of the different organizations involve.

At minimum, Emergency Plans should align with local relevant emergency planning documents including the General Plan Safety Element, Local Hazard Mitigation Plan, and/or County Emergency Operations Plan.

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

Plans must be submitted in the format requested by SGC staff. Draft plans should be submitted on an annual basis as an attachment to the required annual report. Final plans must be submitted to SGC alongside the Final Report by the end of the grant term.

B. Emergency Activation Coordination

- i. Grantees must coordinate with their County Office of Emergency Services, or the relevant departments responsible for emergency management and planning for the County, to determine procedures for emergency activation, unless the Project is located entirely on Tribal trust lands. This coordination is a required and ongoing component throughout the CRC Implementation Grant term.
- ii. By the end of the grant term, for CRCs where the County is not a Lead Applicant or Co-Applicant, Grantees will be required to submit signed Memorandum of Understanding/Agreement (MOU/MOA) with County entities detailing emergency activation procedures for the CRC or that identifies the CRC as a shelter resource in a county/regionally developed Emergency Operations Planning (EOP) document. Projects located on Tribal trust land will not be required to submit Letters of Commitment or a MOU/MOA.
- iii. If a Grantee is unable to provide an MOU/MOA, SGC may consider requests for alternative means of demonstrating compliance with this requirement, such as a Letter of Commitment.

31. Ownership of 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.

32. Payment

A. Payment Terms

- i. Except as may be allowed under Subsection E, Grantee will be paid on a reimbursement basis.
- ii. To receive reimbursement payments of grant funds, Grantee must submit an invoice reflecting costs incurred for eligible program activities and expenses.
- iii. Invoices may be submitted by the Grantee every other month. Please see Section 34 Invoicing of this Grant Agreement for details.

B. Cost Principles

- i. All costs to be reimbursed must be consistent with the [CRC Program Guidelines](#).

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

- ii. All costs to be reimbursed must be reasonable.
- iii. Indirect costs may total up to 12% of the awarded CRC funds, with the exception of Federally Recognized Native American Tribes, who may use the indirect cost rate negotiated with the federal government, as defined by the [CRC Program Guidelines](#). Indirect costs are costs of doing business that are of a general nature. These costs are not directly tied to the grant but are necessary for the general operation of the organization.
- iv. The SGC will reimburse Grantee only for actual expenses incurred during the term of this Grant Agreement, as specified in the [Budget Detail Worksheet](#) (Exhibit B, Work Plan and Budget).

C. Reimbursement

- i. To receive reimbursement payments of grant funds, Grantee must submit an invoice reflecting costs incurred for eligible program activities and expenses.
- ii. Invoice submission will be consistent with the practice and policies of the SGC, and any changes to the invoicing process will be communicated to grantee. Please see Section 34 Invoicing of this Grant Agreement for details.
- iii. Upon receipt and approval of an itemized invoice and required supporting documentation, the SGC agrees to reimburse Grantee for actual expenditures for tasks completed, in accordance with the rates specified in the [Budget Detail Worksheet](#) (Exhibit B, Work Plan and Budget).
- iv. Payment shall be made within forty-five (45) days upon receipt and approval of an invoice. Failure to comply with requirements may result in non-payment or delayed payment.
- v. The SGC will not reimburse for funds spent on activities that occur prior to grant execution.

D. Retainage

The SGC will withhold the final five percent (5%) of the total grant budget, to be paid once the SGC determines that all terms of the Grant Agreement, including any final reporting requirements, have been satisfied.

E. Advance Pay

- i. The SGC is authorized to provide eligible Grantees advance payments of CRC grant award. The SGC may approve advance payments under this grant at its sole discretion.
- ii. All requests for advance payments shall be submitted to the SGC in writing using the Advance Pay Request form, which will be provided upon request, along with complete documentation of the Grantee's eligibility for advance payments in accordance with Government Code section 11019.1. Any material changes to the request form must be reported to the SGC in writing within 30 days.

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

- iii. Advance payments shall not exceed 25% of the total grant award.
- iv. All advance payments and the amount of any advance payment is subject to the SGC's sole discretion. The amount advanced shall be limited to the minimum immediate cash requirements necessary to carry out the scope of work.
- v. All funds received as an advance payment must be deposited into a federally insured, interest-bearing account that provides the ability to track interest earned and withdrawals.
- vi. Grantees must provide progress reports on the spend down of advanced funds on no less than on a quarterly basis, include a summary of work completed, proof of expenditure, and other associated information. Grantees must report the interest earned on advanced funds to the SGC, upon the SGC's request.

33. Payee Data Record Form - STD 204

This form must be completed by all Grantees. It requires Grantees to provide payee information, entity information, Tax Identification Number (TIN), and payee residency status.

34. Invoicing

A. General Requirements

Grantees are responsible for submitting invoices for reimbursement using the invoice template provided by the SGC and included in [Attachment 4: Invoice and Progress Report Template](#), including any supporting documentation. Invoice submission will be consistent with the practice and policies of the SGC, and any changes to the invoicing process will be communicated to Grantee.

B. 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."

The full Invoice Package must include the following:

- i. Completed invoice form on official letterhead signed by the Authorized Signatory, or authorized designee on file with the SGC, certifying the expenditures are for actual expenses for the tasks performed under this Grant Agreement.
- ii. Supporting documentation for costs incurred. Each cost category and task must correspond to a cost category and task identified in the [Budget Detail Worksheet](#) (Exhibit B, Work Plan and Budget
- iii. Deliverables and/or evidence of work completed.
- iv. Progress reports and other reports, as applicable.

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

The SGC has the discretion to determine the sufficiency of work completed and completeness of an Invoice Package.

C. Invoice Summary

The Grantee will complete one (1) "[Invoice Summary](#)" form, compiled with all the "[Invoice Detail](#)" forms (Non-Payroll and Payroll forms) and supporting documentation, and submit to the SGC Grant Manager.

D. Invoice Detail

An "Invoice Detail" form shall be filled out by the Partner or Grantee for each CRC Funded Project and Grantee Costs and shall include details of Non-Payroll and Payroll expenses, along with supporting documentation for each line item.

Grantees must ensure that:

- i. Expenses are broken out at the task level.
- ii. Expenses under each task are broken out by cost type (i.e., personnel, travel, supplies, etc.).
- iii. Travel and equipment are clearly identified.
- iv. All costs seeking reimbursement are eligible costs indicated in the Grant Agreement and [CRC Program Guidelines](#). The SGC Grant Manager may ask for additional documentation to verify cost reasonableness.
- v. Supporting documentation is provided for each line item and is clearly referenced.

E. Supporting Documentation

- i. **Requirement:** Grantee and Partners must submit supporting documentation, including progress reports, for all itemized costs.
- ii. **Documentation:** Documentation may include but is not limited to copies of purchase orders, receipts, Subcontractor invoices, and timesheets or timesheet summaries. 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 the Grantee.
- iii. **Indirect/Overhead Costs:** Supporting documentation does not need to be provided for indirect/overhead costs. However, the Grantee must maintain records of indirect/overhead costs to be made available upon request from the SGC. Grantee shall invoice in accordance with the indirect/overhead cost rate(s) approved for each project and plan under the grant.
- iv. **Personnel/Staff Time:** A timesheet summary template (Timecard Template) will be provided to report personnel costs, but note that Grantee and Partners can also use their own summary format as long as it includes the following information:
 - Name of individual
 - Date(s) on which the work was performed

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

- Specific grant-related activities or objectives to which the individual's time was devoted
 - Hourly rate
 - Amount of time worked
 - Certification signature
- v. **Non-Hourly Personnel/Staff Time:** For staff positions that do not bill at an hourly rate, Grantees should work with their payroll/financial office to provide supporting documentation that reflects the staff pay for the hours worked. Individual employee timesheets, activity logs, and/or payment records do not need to be submitted as supporting documentation, though such documents must be retained by the Grantee and Partners in case of an audit (see Section 42 Audit).
- vi. **Certification:** It is the responsibility of the Grantee to certify that the information submitted is true and correct by signing the personnel/staff time supporting documents. If the Authorized Signatory is being funded with SGC funding, ensure timesheets or time reports are signed and verified by another qualified person from the organization.

F. File Naming Convention

Supporting documentation should use the following naming convention and be clearly referenced in the Invoice Detail tab:

"SGC241[XX]_ [Invoice #]_[Task #]_[Support Docs]_x"

G. Documentation Discrepancies

When there are discrepancies between a reimbursement request amount and the supporting documentation provided, the SGC will only reimburse for the amount on supporting documentation. If the Grantee can demonstrate the remaining unverified costs, that amount will be applied to the following invoice reimbursement.

H. Invoice Submission

Grantees will submit invoice packages via the SGC-provided online submission platform unless otherwise requested by the SGC. After uploading all documents, the Grantee must email their SGC Grant Manager and copy the CRC Staff email (crc@sgc.ca.gov) and the SGC Accounts Payable office (accountspayable@lci.ca.gov) to notify them of the submission and attach a signed PDF of the invoice summary to be processed.

I. Invoice Disputes

- i. In the event of an invoice dispute, the SGC Grant Manager will notify the Grantee in writing within fifteen (15) working days of receipt of the disputed invoice. During the dispute, both parties shall deal in good faith to resolve the dispute and the Grantee shall continue to meet its responsibilities and obligations under the terms of the Grant Agreement.

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

- ii. If a Grantee contests the decision made by the SGC Grant Manager, the Grantee shall submit a written “Notice of Dispute” on official letterhead. The “Notice of Dispute” shall include:
 - The Grant Agreement number
 - A complete description of the basis for the dispute
 - Legal authority or pertinent facts, supporting arguments and documentation
 - Action requested for resolution
- iii. The “Notice of Dispute” shall be sent to crc@sgc.ca.gov, with copies sent via email to the SGC Grant Manager contacts on the Project Representatives Form (Exhibit C, Attachments, [Attachment 2](#)).
- iv. Within 30 days after receipt of the “Notice of Dispute,” the SGC CRC Program Manager shall review the dispute and submit a written decision to Grantee, which shall include:
 - The decision made
 - An explanation for the decision
 - Whether the decision shall be conclusive and binding or can be appealed and the steps to take to appeal the decision

J. Non-Conforming Invoice Packages

If the SGC determines that Grantee submitted false or materially inaccurate invoices, supporting document or components of the Application, the SGC may impose any and all available remedies, including requesting reimbursement of already disbursed payments or termination of the Grant Agreement

K. Final Invoice

The final invoice for each CRC Project should include a request for reimbursement of the final five percent (5%) of the total requested budget, as discussed in Section 32(D).

35. Travel Reimbursement

Travel expenses directly related to the performance of this Grant Agreement will be subject to the [State of California travel reimbursement rates](#) in effect during the term of this Grant Agreement.

A. Reimbursement

The SGC will only reimburse for actual expenditures incurred for in-state travel with the exception of “incidentals” as specified in the [CRC Program Guidelines](#).

B. Travel Records

Grantee shall maintain, and submit upon request, detailed travel records and supporting documents (e.g., travel request and approval forms, expense claims,

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

invoices, receipts for lodging and transportation) showing the date and purpose of the grant-related travel, destination, and, in the case of travel by automobile, the number of miles driven.

C. Travel Costs

Grantee shall ensure travel costs are included in the [Budget Detail Worksheet](#) (Exhibit B, Work Plan and Budget) and are tied to tasks and deliverables in the [Work Plan](#) (Exhibit B, Work Plan and Budget).

D. Indemnification and Hold Harmless

Grantee and any person traveling pursuant to this Grant Agreement shall indemnify and hold harmless the SGC and State of California for any liabilities resulting from such travel.

36. Leveraged Funds

Leveraged funding is funding from non-CRC sources which supports activities that are integrated into the overall CRC Proposal as defined in Exhibit B, Workplan and Budget. Leveraged funding must support the implementation of the Strategies selected to achieve the CRC Program Objectives, as determined by SGC. Leveraged funds must be spent for the purposes of the CRC Project.

Grantee shall ensure it and its Partners report on the leveraged funding expended in the Annual Leveraged Funding Report form. Grantee must retain supporting documentation of leveraged funding that will be made available to the State upon request. Grantees shall ensure adequate books and accounts are maintained documenting leveraged funding in accordance with generally accepted accounting principles, consistently applied.

Grantee must only report eligible leveraged funding expenditures. Expenditure of leveraged funding will only count if it advances a critical CRC project component or deliverable as required by the CRC Program Guidelines and outlined in the proposal scope. If leveraged funding sources change during the grant term, Grantee will notify the SGC at the subsequent reporting due date.

Changes in leveraged funding sources that impact the Budget and Schedule of Deliverables may require an amendment to the Grant Agreement.

37. Revenue

All revenue generated as a part of any Project by Grantee, Partner or Subcontractor must be used to further the CRC Project to the extent reasonably possible. Grantee must keep records of revenue expenditures for audit purposes. Grantee agrees to maintain records of revenue generated and provide a report to the SGC upon request.

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

38. Reporting Requirements

Grantee must provide period progress reports and information as requested by the SGC Grant Manager. All reports must be completed using templates attached to this Grant Agreement or provided by the SGC and submitted using the naming conventions provided by the SGC Grant Manager.

A. Bi-monthly Progress Reports

Grantee will submit bi-monthly progress reports to accompany bi-monthly invoices.

B. Annual Reports

Grantees must provide an annual report at the end of each year of the grant term. The annual report includes: a leveraged funding report, if applicable; an equipment inventory record, if applicable; an annual summary report; and any indicator tracking data required for program evaluation. The Grant Management Manual and the SGC Grant Managers will provide additional details on annual reporting requirements and templates.

C. Final Report

When the Project is completed, Grantee must submit a Final Report with the last invoice. To complete and submit the Final Report:

- i. Submit the Final Report with the last invoice. If Grantee does not submit the Final Report with the last invoice, then the last invoice will be considered incomplete and returned following process specified in Section 34 Invoicing.
- ii. Use the Final Report template (Attachment 3).
- iii. Make sure the Final Report is signed by the person authorized to sign on the most current Authorized Signatory Form (Attachment 1).
- iv. Put enough detail in the Final Report to show that Grantee fulfilled the terms of the Grant Agreement and that both the last invoice and the five percent (5%) retention should be paid for completing the project.

For further detail on reporting requirements, the Grantee may refer to the [CRC Program Guidelines](#) and CRC Grant Management Manual.

39. Document Submission

A. Submission Method

When this Grant Agreement requires Grantee to provide invoices, reports, or other documents to the SGC Grant Manager, Grantee must use the SGC-provided online submission platform and email unless requested otherwise by the SGC.

B. Email Communications

All email communication must contain the Grant Agreement number and Grantee's name in the subject line.

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

C. Submission of Invoices

- i. Grantee shall submit invoices on a bi-monthly basis, in arrears, to the SGC Grant Manager.
- ii. A request for payment shall consist of an Invoice Package, comprised of an invoice, supporting documentation, deliverables or other evidence of work completed, and the appropriate reporting materials.
- iii. Grantee must submit invoices to the SGC online submission platform. Following submission, Grantee must email the Invoice (PDF) to AccountsPayable@LCI.CA.GOV and copy the SGC Grant Manager.
- iv. Grantees must include the Grant Agreement number and Grantee's name in the subject line.

Refer to Section 34 Invoicing for additional details and requirements.

40. Records Management and Retention

A. Project File

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

B. Ledger Account

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 in Exhibit B, Work Plan and Budget. Separate bank accounts are not required. Grantee must maintain financial records of expenditures incurred during the CRC Project in accordance with generally accepted accounting principles.

C. Period of Record Retention

Grantee, Partners, and Subcontractors must maintain copies of Project records four (4) years after all terms of the Grant Agreement are fulfilled, unless a longer period of records retention is stipulated.

D. Protection

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

E. Access

Grantee agrees that the State or designated representative will have the right during normal business hours to review and to copy any records and supporting

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

documentation pertaining to the performance of the Grant Agreement and interview any employees who might reasonably have information related to such records.

F. Audit

Grantee agrees that the State will have the right to audit records and interview staff of any Partners and Subcontractors related to performance of the Grant Agreement. For additional detail, please see Section 42 Audit.

41. Personally Identifiable Information (PII)

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.

42. Audit

A. Audit Period

Grant funded projects are subject to audit by the State of California during the grant term and for up to four (4) years following the termination of the Grant Agreement. Grantee agrees that the SGC, Department of Finance, Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. The audit may consist of examining and auditing pertinent books, documents, papers, and records including financial transactions and supporting documents, general accounting systems, internal controls, management practices, policies, and procedures pertaining to the performance of this Grant Agreement. Audits may also 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.

B. Process and Notification

At any time, the SGC, Department of Finance, Bureau of State Audits, or their designated representative may request to review Grantee's records to ensure proper grant management. Grantee shall be given advance notice when the grant-funded Project is selected for an audit or review by the SGC, Department of Finance, Bureau of State Audits, or their designated representative. Grantee agrees to allow the auditor(s) access to such records during normal business hours, excluding State of California holidays, and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the SGC to audit records and interview staff in any Partnership Agreement and

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

subcontract related to performance of this Grant Agreement in accordance with Government Code Section 8546.7.

C. Partners and Subcontractors

Partners and Subcontractors employed by the Grantee and paid with moneys under the terms of this Grant Agreement shall be responsible for maintaining accounting records as specified above and in Section 40 Records Management and Retention.

D. Compliance

Grantee shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code Section 10115.10.

The SGC may require recovery of payment from the 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.

43. Dispute Resolution

A. General Disputes

The following section pertains to the general occurrence of disputes under the grant agreement between the SGC and Grantee. Examples of such disputes include, but are not limited to, invoice discrepancies between the work claimed in the invoice and agreed-upon project activities, significant increase in the cost of an activity, invoices for activities not approved under the project.

- i. During a dispute, Grantee shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement.
- ii. In the event of a dispute unrelated to the dispute of an invoice, Grantee shall first attempt to resolve the dispute with the SGC Grant Manager.
- iii. If Grantee contests the decision made by the SGC Grant Manager, Grantee shall submit a written "Notice of Dispute" on official letterhead, according to Subsection C below.

B. Invoice Disputes

For information on invoice disputes, please see Section 34 Invoicing for additional details and requirements.

C. Contesting a Dispute Decision

If Grantee contests a decision made by the SGC Grant Manager, Grantee may submit a written "Notice of Dispute" on official letterhead. The "Notice of Dispute" shall include:

- i. The Grant Agreement number
- ii. A complete description of the basis for the dispute

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

- iii. Legal authority or pertinent facts, supporting arguments and documentation
- iv. Action requested for resolution

D. Submission of Notice of Dispute

The “Notice of Dispute” shall be sent to crc@sgc.ca.gov, with copies sent via email to the SGC Grant Manager contacts on the Project Representatives Form (Exhibit C, Attachments, [Attachment 2](#)).

E. Dispute Resolution

Within 30 days after receipt of the “Notice of Dispute,” the SGC CRC Program Manager shall review the dispute and submit a written decision to Grantee, which shall include:

- i. The decision made
- ii. An explanation for the decision
- iii. Whether the decision shall be conclusive and binding or can be appealed and the steps to take to appeal the decision

44. Stop Work

If it is determined, at the sole discretion of the SGC, that Grantee is not meeting the terms and conditions of this Grant Agreement, immediately upon receiving a written notice from the SGC to stop work, Grantee shall cease all work under this Grant Agreement.

The SGC has the sole discretion to determine that Grantee meets the terms and conditions after a stop work order, and to send through certified mail a written notice to Grantee to resume work under this Grant Agreement.

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 the SGC within ten (10) working days of issuing the order.

45. Health Impacts

If the SGC has a reasonable concern about the public health impact of a Project Component, the SGC may require Grantee to further study and mitigate the impact as directed by the SGC. Section 32 Payment, of this Agreement 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.

46. Termination

A. Completion of Project

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

This Grant Agreement shall terminate upon completion of the project or at the end of the grant term, but no later than payment of the last project invoice.

B. Early Termination

Either Party may terminate this Grant Agreement upon thirty (30) days advance written notice to the other Party. The notice shall specify the reason for early termination and may permit Grantee or the SGC to rectify any deficiency(ies) prior to the early termination date.

- i. 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.
- ii. Upon receipt of notice from the SGC of early termination, 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.
- iii. The 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.

C. Budgetary Termination and Amendment

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

- i. SGC will notify Grantee in writing 30-days prior to termination or amendment pursuant to this section.
- ii. Grantee will be compensated for work already performed under the agreement, if sufficient funding exists, but will not be able to perform any further work or incur any additional costs once it receives notice of termination from the SGC.

47. CRC Grant Publicity Guidelines

Grantee agrees that it will acknowledge the SGC in all publications, websites, signage, invitations, and other media-related and public-outreach products related to the CRC grant. The SGC Grant Manager will provide the SGC logo files and guidance on their usage directly to Grantee. Grantee agrees to adhere to the CRC Publicity Guidelines provided by the SGC (Exhibit F, CRC Grantee Publicity Guidelines). 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 contact your SGC Grant Manager.

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

A. Long-Form Materials

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

"The California Strategic Growth Council's (SGC) Community Resilience Centers Program (CRC) funds neighborhood-level resilience centers to provide shelter and resources during climate and other emergencies, as well as year-round services and programming that strengthen community connections and ability to withstand disasters. For more information, visit <https://sgc.ca.gov/grant-programs/crc>."

B. Press Releases, Flyers, and Visual Materials

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

"[Project Name] is supported by the California Strategic Growth Council's Community Resilience Centers (CRC) Program."

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

48. Right to Publish

A. Right to Publish

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.

B. Review Process

- i. Grantee shall ensure that publications, presentations, and other public releases resulting from work performed under this Agreement are provided to the SGC for review at least thirty (30) calendar days prior to publication and will identify the proposed recipient(s).
- ii. During the first twenty (20) calendar days of such review period, the SGC may provide notice to the Grantee that it intends to rebut some or all aspects of the presentation, publication, or other media release. The SGC 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.
- iii. Within the review period, the SGC may provide feedback to the Grantee; the Grantee will give good faith consideration to such

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

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.

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

C. 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:

- i. 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.
- ii. 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 SGC, including but not limited to:
 - CSU ScholarWorks at the Systemwide Digital Library (<http://www.calstate.edu/library>), or
 - UC California Digital Library (<https://www.cdlib.org/>), or
 - PubMed Central (<https://www.ncbi.nlm.nih.gov/pmc/>).
- iii. Grantee shall instruct the Principal Investigator to report to the SGC the final disposition of the peer-reviewed manuscript, including but not limited to:
 - whether it was published,
 - where it was published,
 - when it was published,
 - when the 12-month period after publication expires; and
 - where the manuscript will be available for open access.
- iv. The SGC shall retain information regarding all issued research grants that resulted in published works.

49. Copyrights

A. Copyrightable Works

All rights in copyrightable works first created by Grantee in the performance of the Budget and Schedule of Deliverables, in Exhibit B, Work Plan and Budget, 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,

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

prepare derivative works, and distribute copies of the deliverables identified in Exhibit B, to fulfill the State's government purposes.

B. Reserved Rights

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.

C. Written Requests

The SGC may make written requests for delivery of works first created in the performance of the Budget and Schedule of Deliverables, but which were not identified as deliverables. To the extent Grantee is legally able to do so, Grantee shall grant a fully paid-up, royalty-free, nonexclusive, sublicensable, irrevocable license to use, reproduce, prepare derivative works, and distribute copies, to fulfill the State's government purposes.

50. Indemnification

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

51. Waiver of Rights

This section refers to the Grantee's voluntary waiver of certain causes of action (lawsuits) against the SGC in the event of harm or liability related to the grantee's actions while implementing the grant project.

- i. Grantee waives any and all rights to any type of express or implied indemnity (i.e., contractual relationship) or right of contribution from the SGC, its officers, agents, or employees for any liability arising from, growing out of, or in any way connected with this Grant Agreement.
- ii. Grantee waives all claims and recourses against the SGC, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Grant Agreement, except claims arising from the gross negligence of the SGC, its officers, agents, and employees.
- iii. None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing.

**California Strategic Growth Council – Community Resilience Centers (CRC)
Implementation Grant – Round 1**

Grant Number: G-SGC25301, City of Coachella

52. 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.

53. Compliance with Laws and Regulations

By signing this Grant Agreement, Grantee certifies that it shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, including the California Environmental Quality Act, and shall secure and/or maintain any permits required by authorities having jurisdiction over the Project(s).

54. Americans with Disabilities Act

Grantee assures the SGC that Grantee complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.). Grantee is expected to know, understand, and comply with ADA requirements. To that end, the SGC encourages Grantee to review guidance from: the U.S. Department of Justice Civil Rights Division at www.ada.gov; the State of California Civil Rights Department at: <https://civildisabilities.ca.gov/peoplewithdisabilities>; and the Pacific ADA Center at www.adapacific.org. The SGC also encourages Grantee to coordinate with local, regional, and/or state disability rights organizations on opportunities for staff training and education.

55. Drug-Free Workplace Certification

In signing this Grant Agreement, Grantee certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace as outlined in this section.

A. Statement Publication

Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

B. Establishment of a Drug-Free Awareness Program

Establish a Drug-Free Awareness Program, as evidenced by a drug-free workplace policy statement, to inform employees about:

- i. The dangers of drug abuse in the workplace.

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

- ii. The person's or organization's policy of maintaining a drug-free workplace.
- iii. Any available counseling, rehabilitation, and employee assistance programs.
- iv. Penalties that may be imposed upon employees for drug abuse violations.

C. Employee Awareness

Every employee who works on this Grant Agreement will:

- i. Receive a copy of the company's drug-free workplace policy statement.
- ii. Agree to abide by the terms of the company's statement as a condition of employment on this Grant Agreement.

D. Failure to Comply

Failure to comply with these requirements may result in suspension of payments under this Grant Agreement or termination of this Grant Agreement or both, and Grantee may be ineligible for award of any future State of California agreements if the SGC determines that any of the following has occurred: Grantee has made false certification or violated the certification by failing to carry out the requirements as noted above (Gov. Code §8350 et seq.).

56. Air/Water Pollution Violation Certification

Under State of California laws, Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the California Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

57. 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).

58. 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:

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

- 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.

59. Prevailing Wage

A. General Requirements

CRC-funded Projects may be subject to State Prevailing Wage Requirements, pursuant to Section 1700 of the California Labor Code. The California Labor Code requires payment of local prevailing wages to workers and laborers on state government contracts in excess of \$1,000 for public works projects.

B. Public Works

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.

C. Grantee Responsibilities

Grantee must ensure the following on “public work” activities under this Grant Agreement:

- i. Prevailing wages are paid;
- ii. The Project budget and invoices for labor reflects prevailing wage requirements, or if exempt, provide the applicable exemption to the SGC with the Project budget; and
- iii. 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.

D. Partners and Subcontractors

Grantee shall ensure that its Partners and Subcontractors, if any, also comply with prevailing wage requirements. Grantee shall ensure that all agreements with its Partners and Subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects.

**California Strategic Growth Council – Community Resilience Centers (CRC)
Implementation Grant – Round 1**

Grant Number: G-SGC25301, City of Coachella

60. 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).

61. 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.

62. 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.

63. 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.

64. 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 C-6, must be returned to the SGC prior to any disbursement of grant funds.

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

Additionally, should the 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. The 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.

65. Governing Law and Venue

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Venue will be in Sacramento County, California.

66. Unenforceable Provision

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

67. Budget Contingency Clause

A. Budget Act Appropriations

If the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, SGC may terminate pursuant to Section 46 of this agreement and this Grant Agreement shall have no further force nor effect. In this event, the SGC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement, and Grantee shall not be obligated to perform any provisions of this Grant Agreement.

68. Recovery of Funds

In the event the SGC determines grant funds are not being used, or have not been used, for purposes in accordance with this Agreement, the [CRC Program Guidelines](#) or the CRC Grant Management Manual, the SGC has discretion to take appropriate action under this Grant Agreement, in 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.

69. Terms that Survive Grant Agreement

The following Sections survive the termination or expiration of the Grant Agreement: 6, 8, 16, 20, 25, 28, 37, 40, 41, 42, 48, 49, 50, 59, 60, 65, 67, and 69.

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

Exhibit B, Work Plan and Budget

CRC Implementation Grant Work Plan

Project Name: Coachella Community Resilience Center

The Coachella Community Resilience Center is a \$10 million proposal to retrofit the Hidden Harvest building into the City of Coachella's Community Resilience Center. The City of Coachella's CRC Grant will fund physical improvements, including emergency preparedness infrastructure, outdoor farms/gardens, and indoor teaching/gathering spaces. This grant will also fund social infrastructure elements that offer an integrated delivery of services and programs intended to share knowledge, build networks, and strengthen capacity among community members.

High Level Activities	Responsible Party	Performance Measures	Timeline
TASK 1: Construction: Renovation of CRC Facility & Construction of Additional Spaces			
Subtask A: Pre-Construction – Procure Professional Services Prepare and publish RFP for Architect/Engineering contractor selection. Secure necessary contractors by completing selection process and executing approved contract. Finalize site plans for on-site campus amenities. Apply for required permits.	City of Coachella	1. Copy of RFP, solicitation efforts, completed proposal evaluation, and executed contract 2. Permits (Construction) 3. Final Site Plan	Grant Execution - Month 12
Subtask B: Pre-Construction – Site Readiness Finalize site readiness requirements and apply for required permits (CEQA and City permits).	City of Coachella	1. CEQA Documentation 2. Permits (Construction, Imperial Irrigation District) 3. Final Construction Plans	Grant Execution - Month 12
Subtask C: Structural System Upgrades Work with CEDG to conduct upgrades to	Claremont Environmental Design Group, Inc. (CEDG)	1. Project Schedule 2. Inspection reports confirming compliance with building codes.	Month 12 - Month 24

**California Strategic Growth Council – Community Resilience Centers (CRC)
Implementation Grant – Round 1**

Grant Number: G-SGC25301, City of Coachella

essential building structural systems including additional concrete footings, additional grade beams, replaced CMU stem walls, replaced, and rehabilitated concrete floors, removal of unnecessary floor drains, installation of required upgrades to support insulated roof, and installation of seismic bracing.	Future Construction Contractor		
Subtask D: Basic Infrastructure Construction Replace water infrastructure connections including upgrades to water supply system and drinking water connection to the CRC site and repair and replacement of deteriorated roofing sections.	Claremont Environmental Design Group (CEDG) Future Construction Contractor	1. Final inspection report confirming proper installation. 2. Submission of project schedule updates.	Month 12 - Month 18
Subtask E: CRC Facility Physical Features and Utility Systems Construction Work with CEDG and construction contractor to retrofit CRC facility and build addition to facility. Retrofits include roof replacement and solar installation, battery storage installation, HVAC replacement, and upgrades to the building envelope, replacement	Claremont Environmental Design Group (CEDG) GRID Alternatives Inland Empire Future Construction Contractor	1. Final construction and safety inspection report.	Month 18 - Month 30

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

of electrical and mechanical infrastructure, installation of fire sprinkler system, lighting, electrical features, non-structural framing including insulation and drywall. Also includes completing porch structural steel and concrete floor, installation of ADA wheelchair ramps, installation of plumbing for interior features, low voltage data, broadband, and communications equipment and systems, all doors and windows, including movable walls and partitions, T-bar ceiling, epoxy painted and ceramic tile floors and wainscot, and downspouts for Rain Gardens.			
Subtask F: CRC Facility Fixtures and Appliances Installation Work with CEDG and construction contractor to install CRC Facility fixtures, equipment, and appliances for business incubator, emergency shelter, event and education, caretaker area, and storage, including items like bathroom and kitchen fixtures, interior and exterior paint, pet shelter equipment, handrails and guardrails, and electronics, installation of	Claremont Environmental Design Group (CEDG) Future Construction Contractor	1. Final inspection report 2. Contractor invoice confirming completion of task.	Month 30 - Month 36

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

medicine refrigerator. Electrical connections will be completed.			
TASK 2: Construction: Construct On/Off-Site CRC Campus Amenities			
Subtask A: Pre-Construction – Procure Professional Services & Site Readiness Prepare and publish RFP for contractor selection. Secure necessary contractors by completing selection process and executing approved contract. Finalize site plans for on-site campus amenities. Prepare and publish RFP for contractor selection. Secure necessary contractors by completing selection process and executing approved contract. Finalize site plans for off-site campus amenities. Apply for required permits. Complete CEQA requirements.	City of Coachella Claremont Environmental Design Group (CEDG)	1. Copy of RFPs, solicitation efforts, completed proposal evaluation, and executed contracts 2. Permits (Construction) 3. Final Site Plans - On-site and Off-site Campus Amenities 4. CEQA documentation (street improvements)	Grant Execution - Month 12
Subtask B: Construction: Physical Campus Amenities Work with landscape and construction contractor to install physical, non-green space and agriculture-related, campus amenities including ground covering, walkways, barn	Claremont Environmental Design Group (CEDG) Hidden Harvest Future Construction Contractor	1. Contractor invoice confirming completion of tasks 2. Inspection report with evidence of work completed	Month 12 - Month 24

**California Strategic Growth Council – Community Resilience Centers (CRC)
Implementation Grant – Round 1**

Grant Number: G-SGC25301, City of Coachella

construction, campus irrigation system installation, construction of propagation tables and harvest processing area, composting area, construction of tool sheds, replacement or upgrade of campus fencing and gates, and construction of seed storage.			
Subtask C: Campus Amenities – Food storage, food distribution space, and functional storage lot Work with contractor to create storage space for cold and room temperature food, food distribution space, and office space. Install temporary site fencing for functional storage.	Claremont Environmental Design Group (CEDG) Hidden Harvest Future Construction Contractor	1. Contractor invoice confirming completion of tasks 2. Inspection report with evidence of work completed	Month 12 - Month 24
Subtask D: Construction: Green Space and Agricultural Campus Amenities Work with landscape and construction contractor to install green space and agriculture-related campus amenities including vegetable beds and community gardening plots, rain gardens and stormwater management systems, fruit trees, shrubs, date palms, and non-agricultural landscaping.	Claremont Environmental Design Group (CEDG) Hidden Harvest Southern California Mountains Foundation (SCMF) Future Construction Contractor	1. Contractor invoice confirming completion of tasks 2. Inspection report with evidence of work completed	Month 12 - Month 24

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

Subtask E: Campus Amenities - Tool, Appliance, and Fixture Installation Work with landscape and construction contractor to install campus fixtures, such as lighting and seating, water bottle stations, placement of restroom/shower trailer, and bike racks.	Claremont Environmental Design Group (CEDG) Future Construction Contractor	1. Contractor invoice confirming completion of tasks 2. Inspection report with evidence of work completed	Month 24 - Month 32
Subtask F: Construction: Streetscape Work with construction contractor to complete upgrades to streetscape, including new standard and accessible EV parking and sidewalks curbs and gutters, EV charging stations, and installation of lighting.	Claremont Environmental Design Group (CEDG) Future Construction Contractor	1. Contractor invoice confirming completion of tasks 2. Inspection report with evidence of work completed	Month 18 - Month 30
Subtask G: CCRC Construction Completion and Hand-Off Certify that all construction has been completed and that all construction components have been completed to acceptable standards. Also, obtain any necessary occupancy and operational permits.	Claremont Environmental Design Group (CEDG) Future Construction Contractor GRID Alternatives Inland Empire	1. Certificate of Occupancy 2. System Testing and Certification 3. Post-Construction and Review Documents - Final Inspection Report	Month 30 - Month 36
TASK 3: Community Resilience Services and Programs			
Subtask A: Food Distribution Develop and execute a plan for distributing food to the community. CSS	Hidden Harvest	1. Publicity Materials (announcements, photos from key events) 2. Finalized food distribution plan	Month 30 - End of Grant Term

**California Strategic Growth Council – Community Resilience Centers (CRC)
Implementation Grant – Round 1**

Grant Number: G-SGC25301, City of Coachella

Partner Hidden Harvest will work with community members to provide shelf stable food resources (or prepared meals) AND free fruits and vegetables on a monthly basis. Develop a marketing plan with new branding.		3. Program outcome summary including number of residents served or amount of food distributed 4. New marketing plan with updated logos	
Subtask B: CRC Facility Rideshare Program CSS Partner LEAP Institute will work on executing and maintaining the CRC-based local rideshare program, configure and Launch App for rideshare services. They will 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 ride, the description of the trip (medical, social service, or life enriching activity).	The LEAP Institute	1. Monthly, quarterly, yearly operations and maintenance reports 2. Final app and summary of usage report. 3. Operations and maintenance logs 4. Report of methods and response to advertising and marketing methods	Month 30 - End of Grant Term
Subtask C: Small Business Incubator Program/ Business Plan Support Program Collaboratively develop and execute a plan to operate the CRC's small business incubator program for entrepreneurs and host regularly scheduled workforce training and development initiatives including business	City-Approved Subcontractor- County of Riverside SBDC	1. Number of Participating Entrepreneurs 2. Program/Training Materials (curriculum, handouts in both English & Spanish) 3. Publicity Materials (announcements, photos from key events) 4. Program Results	Month 30 - End of Grant Term

California Strategic Growth Council – Community Resilience Centers (CRC) **Implementation Grant – Round 1**

Grant Number: G-SGC25301, City of Coachella

planning, financial management, access to capital and marketing in both English and Spanish. The business incubator program will incorporate a coworking space, technology, networking opportunities, training programs, and support prospective business owners with a creation of a small business plan.			
<p>Subtask D: Workforce Training and Development Initiatives</p> <p>Southern California Mountains Foundation (Urban Youth Conservation Corps) will be hosting composting activities, tree planting, and will collaboratively develop and execute a plan to host regularly scheduled workforce trainings.</p>	City-Approved Subcontractor- Southern California Mountains Foundation (SCMF)	<p>1. Workforce training schedule and curriculum developed.</p> <p>2. Number of participants trained, and job placements reported.</p> <p>3. Impact assessment of training initiatives.</p>	<p>Month 30</p> <p>-</p> <p>End of Grant Term</p>
<p>Subtask E: Garden and Agricultural Classes and Programs</p> <p>Sarvodaya Institute will be leading gardening and agricultural demonstrations, teach, and provide resources on sustainable agriculture and landscaping practices. Develop and execute a plan to host regularly scheduled community gardening</p>	City-Approved Subcontractor- Sarvodaya Institute	<p>1. Calendar of regularly scheduled gardening and sustainable agriculture classes</p> <p>2. Minimum number of workshops conducted per quarter</p> <p>3. Attendance records and participant feedback collected</p> <p>4. Established partnerships with local agricultural experts or organizations</p>	<p>Month 30</p> <p>-</p> <p>End of Grant Term</p>

**California Strategic Growth Council – Community Resilience Centers (CRC)
Implementation Grant – Round 1**

Grant Number: G-SGC25301, City of Coachella

and sustainable agricultural classes.			
Subtask F: Community Garden Plan Farm design consultant with Sarvodaya Institute will develop a design and plan for implementation of CRC community gardens.	Sarvodaya Institute – Farm Design Consultant	Approved community garden design and implementation plan	Month 12 - Month 18
Subtask G: Maintenance and Operation of Community Gardens Sarvodaya Institute will develop and execute a plan for the community-involved maintenance of the CRC's community gardens that includes the installation of garden infrastructure (e.g., raised beds, irrigation system) and developing an initial planning and maintenance schedule.	City-Approved Subcontractor- Sarvodaya Institute	1. Initial planting and maintenance schedule established 2. Community participation metrics (e.g., volunteer engagement, resident feedback)	Month 30 - End of Grant Term
Subtask H: Heat Illness Preparedness/Mitigation Strategies Education TODEC, members of the CCRC for the term of the CRC Grant, will develop and execute a plan to educate on heatstroke, extreme heat-related illnesses; programs tracking indoor and outdoor air quality, asthma, and public health impacts; community and cultural meetings, focused on building local social	Riverside University Heath/TODEC Legal Center	1. Educational materials and workshops developed. 2. Execution of community meetings on heat-related illnesses. 3. Tracking of program impact through attendance and feedback. 4. Air quality and health impact reports.	Month 30 - End of Grant Term

**California Strategic Growth Council – Community Resilience Centers (CRC)
Implementation Grant – Round 1**

Grant Number: G-SGC25301, City of Coachella

cohesion and community trust.			
Subtask I: Farmworker Support Programs TODEC will develop and execute a program benefiting farmworkers. The program will include workforce development, education, and training.	TODEC Legal Center	1. Development of workforce training and education programs. 2. Implementation of farmworker support services. 3. Assessment of participation and effectiveness. 4. Reporting on impact and outcomes.	Month 30 - End of Grant Term
Subtask J: Community Empowerment Programs Develop and execute a plan to operate regularly scheduled community empowerment programs that focus on several topics, such as Civic Engagement (empowering young voters, voter engagement, and community leadership training), Legal Services & Community Engagement (community advocacy training on outdoor workers' rights and protections, especially during poor air quality, and extreme heat).	TODEC Legal Center	1. Implementation of regularly scheduled community programs. 2. Development of educational materials and outreach strategies. 3. Documentation of attendance and engagement. 4. Program impact report.	Month 30 - End of Grant Term
Subtask K: Mental and Developmental Health Awareness Campaigns and Programs Develop and execute a plan for mental and	Latino Commission	1. Launch of mental and developmental health awareness initiatives. 2. Regular programming and campaign events held.	Month 30 - End of Grant Term

**California Strategic Growth Council – Community Resilience Centers (CRC)
Implementation Grant – Round 1**

Grant Number: G-SGC25301, City of Coachella

developmental health awareness, with the purpose of increasing access to mental health services for Latino/Migrant Farm Workers. This will be done through regularly scheduled informational programs as well as the implementation of the "promotoras" model to train and empower residents' members to become advocates for mental health services throughout the community.		3. Collection of community feedback and participation data. 4. Impact assessment report.	
Subtask L: Art Gallery Exhibition/Artist Workshops RAICES Cultura will run and organize the Art exhibition curation, show install and deinstall, artist talk/workshops, artist workshop fee, opening and closing event costs. Curriculum Development with lesson modules for public workshops, 9 public workshops hosted with guest educators, and provided for hands-on engagement in art and culture activities.	RAICES Cultura	1. Execution of 2 major art exhibitions featuring local artists 2. Development of an art-based curriculum with 5 lesson modules 3. Artist talks and workshops completed with documented participation 4. Attendance records and participant feedback collected 5. Opening and closing events hosted with community engagement	Month 30 - End of Grant Term
Subtask M: Preventative Health Education Develop and execute a plan to host preventative health education at the CRC on a regular basis.	Riverside University Health	1. Regular preventative health education sessions conducted. 2. Development of educational materials and training sessions.	Month 30 - End of Grant Term

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

		<p>3. Attendance tracking and participant feedback.</p> <p>4. Report on health outcomes and program effectiveness.</p>	
<p>Subtask N: Cooking and Food Preparation Classes and Demonstrations</p> <p>Collaboratively develop and execute a plan to host regular cooking and food preparation classes at the CCRC.</p>	<p>City of Coachella Sarvodaya Institute</p>	<p>1. Curriculum and schedule for cooking and food preparation classes</p> <p>2. Regularly held demonstrations featuring locally grown produce</p> <p>3. Community participation metrics and engagement surveys</p> <p>4. Documentation of recipes and instructional materials for ongoing use</p>	<p>Month 30 - End of Grant Term</p>
<p>Subtask O: Energy Resiliency and Usage Education</p> <p>Grid Alternatives - Develop and operate a program to educate community members about energy resiliency. flyer distribution on energy rebate programs; case management & enrollment of community members in weatherization and energy-assistance programs</p>	<p>GRID Alternatives</p>	<p>1. Development of energy resiliency education program.</p> <p>2. Distribution of flyers and materials on energy rebate programs.</p> <p>3. Enrollment of community members in energy assistance programs.</p> <p>4. Report on participation and energy savings achieved.</p>	<p>Month 30 - End of Grant Term</p>
<p>TASK 4: Data Collection and Indicator Tracking</p>			

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

Subtask A: Data Collection Collect data on CRC program and project implementation.	City of Coachella Data Indicator Tracking Partner	1. Establishment of data collection framework and methodology. 2. Regular data collection reports submitted. 3. Analysis of program implementation outcomes. 4. Final data summary and impact report.	Grant Execution - End of Grant Term
Subtask B: Indicator Tracking Develop data tracking methods and work with third-party evaluator to align on key metrics for project success, measuring outcomes achieved, lessons learned, and potential recommendations for overall program improvement.	City of Coachella Data Indicator Tracking Partner	1. Identification and definition of key performance indicators. 2. Regular monitoring and tracking of program metrics. 3. Submission of quarterly indicator reports. 4. Comprehensive final indicator assessment.	Grant Execution - End of Grant Term
TASK 5 Reporting Requirements & Grant Admin Management			
Subtask A Finalize and execute Partnership Agreement. Modify and Collect Signatures for Partnership Agreement	City of Coachella and Partners	Executed Partnership Agreement	Grant Execution - Month 3
Subtask B: Regular Check-Ins and Reporting Participate in regular check-ins with CRC staff and contractors. Participate in two full collaborative check-ins each grant year with	City of Coachella and Partners	1. Biannual collaborative check-ins conducted. 2. Submission of progress reports. 3. Compilation of lessons learned, and challenges addressed.	Grant Execution - End of Grant Term

**California Strategic Growth Council – Community Resilience Centers (CRC)
Implementation Grant – Round 1**

Grant Number: G-SGC25301, City of Coachella

Partners and CRC Staff to discuss Accomplishments, Challenges, Lessons Learned. Regular progress reports, and final report to be submitted on the overall status of the grant.		4. Final report summarizing grant outcomes.	
Subtask C: Regular Invoicing and Budget Reports Process for invoicing and financial reporting that aligns with CRC grant's financial guidelines, including a budget report with an Inventory of Equipment Purchased (reported annually). Proof of insurance that meets requirements within the Grant Agreement to be provided by first invoice. Settle any costs related to overhead, including project management, profit, and Architecture, Engineering, and Permitting Fees, while also setting aside a 10% construction contingency.	City of Coachella	1. Submission of project invoices on schedule. 2. Compilation of financial reports. 3. Annual budget reports with inventory documentation. 4. Compliance with grant financial guidelines. 5. Proof of Insurance 6. Settlement of Fees and Profit Costs 7. Payment of any applicable Soft Costs	Grant Execution - End of Grant Term
Subtask D: Detailed Work Plans and CRC Function/Features Develop a Detailed Work Plan administrative tracking tool. By completion of the CRC Grant Term, the facility will meet all the CRC Facility required features and functions in compliance	City of Coachella	1. Regular updates to work plan and budget. 2. Facility compliance with CRC Facility requirements. 3. Final confirmation of all required CRC functions and features. 4. Submission of comprehensive work plan report.	Grant Execution - End of Grant Term

**California Strategic Growth Council – Community Resilience Centers (CRC)
Implementation Grant – Round 1**

Grant Number: G-SGC25301, City of Coachella

with CRC Round 1 Guidelines.			
Subtask E: Audit and Records Retention Maintain Project Records for 4 years after all terms of the Grant Agreement are fulfilled	City of Coachella	1. Establishment of a records retention system. 2. Compliance with grant agreement record-keeping requirements. 3. Documentation of project records over four years. 4. Final records retention report.	Grant Execution - End of Grant Term
Subtask F: Long-Term Use of CRC Facility Produce a legally binding document that demonstrates the facility's dedicated use as a community-serving facility for a minimum of 15 years after project implementation is complete. Ensure the Project Area including the CRC facility and campus amenities, and community resilience services and programs based out of the CRC are on the same parcel as the resilience center, or on an adjoining parcel, and are within a one-mile radius of the CRC and are along a route that is accessible to pedestrians and individuals using wheelchairs, or other mobility devices by the end of the grant term.	City of Coachella and Partners	1. Recorded Deed Restriction -or- Memorandum of Unrecorded Grant Agreement 2. Updated Project Area Map 3. Compliance verification report.	Month 12 - End of Grant Term

**California Strategic Growth Council – Community Resilience Centers (CRC)
Implementation Grant – Round 1**

Grant Number: G-SGC25301, City of Coachella

Subtask G: Operations and Maintenance Plan Update and finalize the Operations and Maintenance Plan.	City of Coachella	Finalized Operations & Maintenance Plan.	Month 12 - End of Grant Term
Subtask H: CRC Emergency Plan Develop a CRC Emergency Plan that will create a comprehensive emergency response plan for the CRC, detailing procedures for various emergency scenarios including emergency communications plan, energy resilience plan for backup power during emergencies and renewable energy generation, mobility plan to transport community members to and from the CRC facility and alignment with identified accessible evacuation routes, applicant interaction with relevant emergency response organizations, agreements and process to ensure the CRC will be able to be activated in the case of an emergency, and procedure for receiving and swiftly resolving requests for reasonable modification or accommodations for people with disability.	City of Coachella Riverside County EMS	Completed CRC Emergency Plan, which will include: 1. CRC Building Emergency Evacuation Plan (Cal OSHA compliant) 2. CRC Emergency Activation and Operation Plan 3. Executed MOU/A with Riverside County detailing emergency activation procedures for the CRC or identifying the CRC as a shelter resource in a county or regional Emergency Operations Plan (EOP).	Month 12 - End of Grant Term

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

<p>Subtask I: CRC Year-Round Community Resilience Plan</p> <p>Develop a detailed plan to ensure CRC's year-round operational resilience and community support, addressing both routine operations and crisis scenarios, outlining proposed Partners, strategies, and other related activities to ensure the CRC Facility functions as a community-serving location. Demonstrate how the facility serves (or could serve) the local community both during emergency activations and year-round during non-emergencies, and is open and accessible to the public, is able to be activated 7 days a week for heat waves and other climate emergencies, and able to be activated for overnight-shelter 24/7 during larger-scale climate emergencies OR able to coordinate transport of community members to an identified nearby evacuation shelter.</p>	<p>City of Coachella and Partners</p>	<p>1. Development and finalized year-round Community Resilience plan.</p>	<p>Month 12 - End of Grant Term</p>
<p>TASK 6 Community Engagement</p>			
<p>Subtask A: Community Engagement</p> <p>Host Community engagement methods that will be used are Focus Groups, Community</p>	<p>City of Coachella</p>	<p>1. Community workshops, focus groups, and engagement events conducted 2. Attendance tracking and feedback surveys to</p>	<p>Grant Execution - Month 32</p>

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

Workshops, Informational Tables at community events, Established Website/social media, Community Feedback Stations, and Collaborative Stakeholder Structure Meetings. Host a Grand Opening & Community Celebration Day.		measure community input 3. Established CRC Website 4. Reports summarizing key community feedback and project updates 5. Successful execution of Grand Opening & Community Celebration Day, with documented attendance and media coverage	
Subtask B: Evaluation Community Engagement Conduct community engagement activities with informational tables at various events to evaluate the project and CRC program.	City of Coachella	1. Meeting materials (curriculum, handouts) 2. Publicity materials (announcements, photos from key events and meetings) 3. Summary report of Survey responses	Grant Execution - End of Grant Term
The Parties may make minor changes to the timeline and deliverables due without the requirement of an amendment. See Exhibit A, Section 14 Modifications and Amendments.			

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

CRC Implementation Grant Budget Detail Worksheet

Project Name:

Budget Requirements and Limitations:

	CRC Requirements	Grantee Budget
Capital Costs Minimum	51%	85.1%
Indirect Costs Maximum	12%	0.3%
Evaluation Costs Minimum	3%	3.2%

High Level Activities	CRC Grant Funds	Leveraged Funds
TASK 1: Construction: Renovation of CRC Facility & Construction of Additional Spaces	\$4,875,787.82	\$0.00
TASK 2: Construction: Construct On/Off-Site CRC Campus Amenities	\$3,592,823.70	\$0.00
TASK 3: Community Resilience Services and Programs	\$611,630.73	\$0.00
TASK 4: Data Collection and Indicator Tracking	\$318,000.00	\$0.00
TASK 5: Reporting Requirements & Grant Admin Management	\$575,000.00	\$0.00
TASK 6: Community Engagement	\$0.00	\$44,500.00
Indirect Costs	\$26,757.75	\$500,000.00
Total	\$10,000,000.00	\$544,500.00
The Parties may make minor changes to the timeline and deliverables due without the requirement of an amendment. See Exhibit A, Section 14 Modifications and Amendments.		

**California Strategic Growth Council – Community Resilience Centers (CRC)
Implementation Grant – Round 1**

Grant Number: G-SGC25301, City of Coachella

Exhibit C, Attachments

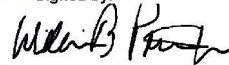
Attachment 1: Authorized Signatory Form

Grantee Authorized Signatory:

Print Name: William B. Pattinson, Jr.

Print Title: City Manager

Signature:

Signed by:

C24F6834EAC74AD...

Date:

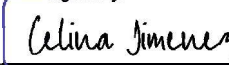
7/17/2025

Delegated Authorized Signatories:

#1 Print Name: Celina Jimenez

Print Title: Director of Economic
Development

Signature:

Signed by:

E9CC0B80247E493...

Date:

7/23/2025

Document(s) Authorized to sign: (circle all that apply)

All Grant Related Documents **or**

Grant Agreement Grant Amendments


Budget Amendments

Reports Invoices Other _____

#2 Print Name: Jaime Arroyo

Print Title: Grants Manager

Signature:

Signed by:

A23930A4F44E486...

Date:

7/23/2025

Document(s) Authorized to sign: (circle all that apply)

All Grant Related Documents **or**

Grant Agreement Grant Amendments

Budget Amendments

Reports Invoices Other _____

**California Strategic Growth Council – Community Resilience Centers (CRC)
Implementation Grant – Round 1**

Grant Number: G-SGC25301, City of Coachella

Attachment 2: Project Representatives Form

The SGC

Name	Title	Phone Number	Email
Jessica Cervantes	Resilient Community Associate Planner	916-323-4982	Jessica.Cervantes@sgc.ca.gov

Grantee

Name	Title	Phone Number	Email
Jaime Arroyo	Grants Manager	760-501-8125	jarroyo@coachella.org

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

Attachment 3: Final Report Form and Instructions

INSTRUCTIONS

Utilize the following report template to describe your CRC project's successes to-date in increasing Climate and Community Resilience AND your collaborative's next steps in continuing to operate your Community Resilience Center for the next 15 years. Note that you do not have to use the table format, but your report should detail all of the requested information. Please feel free to include any additional information or attachments at the end of this report.

CRC PROGRAM OBJECTIVES

CRC Program's Implementation Grant Objectives (Section 5.1 of [Community Resilience Centers Program Round 1 Guidelines](#)), include:

- Offer multi-benefit physical community-serving spaces, resilient to current and future climate hazards.
- Provide integrated delivery of essential services and programming to local communities during and following disasters, emergencies, and disruption events, including resources and assistance for folks experiencing and navigating post-disaster recovery, as well as year-round to address ongoing community needs and build community cohesion.
- Integrate physical infrastructure projects with social infrastructure, through community driven partnerships and programming to increase climate resilience, expand economic opportunities, and reduce health, environmental, and social inequities across California.
- Leverage and build a skilled, diversified, and trained workforce and promote local workforce development and training opportunities, with a focus on preparing community members for healthy, safe, and sustaining high-quality career pathway jobs in a future net zero carbon economy that are resilient to current and future climate change impacts.
- Build, strengthen, and sustain local leadership and grassroots engagement in civic and community development, and climate resilience awareness and activities

The CRC program intends to balance both shorter-term emergency response needs, as well as longer-term ongoing community needs and services.

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

FINAL REPORT

Community Resilience Centers (CRC) Program, Round 1	
Implementation Grant	
Grantee:	Grant Number:
Project Name:	
Project Location (City, County):	

A. Project Summary

1. Provide a brief summary of the challenges facing the community where the project is located and the work completed under this grant. Please include climate hazards.
2. Describe and explain any differences between the planned results, as listed in the Work Plan, and the actual results. Describe any barriers that impeded the progress of the grant, any corrective actions taken, and the outcomes. Report on successful strategies used to achieve results. Discuss how these lessons learned can be useful for other communities.

B. Continued Operation of the Community Resilience Center

1. Briefly summarize procedures your CRC will utilize to activate during times of emergency and remain open as a respite center and/or overnight disaster shelter. Include county, partner, and staff roles for activation.
2. Briefly summarize your plan for continued long-term operations of the CRC. Please discuss your future plans for year-round programming as well as emergency programming. This should align with your long-term operations and maintenance plan, which details anticipated costs, and financial sustainability for operations of the CRC for a minimum of 15 years.
3. Describe any anticipated barriers and planned future actions that you and your Collaborative Stakeholder Structure have with respect to long-term operations plans.

C. Community outreach, engagement, and involvement of community organizations and residents in decision-making power:

1. Describe achievements and successes to-date with this objective.
2. Outline areas you would like to further develop your CRC for future successes in this objective.

**California Strategic Growth Council – Community Resilience Centers (CRC)
Implementation Grant – Round 1**

Grant Number: G-SGC25301, City of Coachella

D. Priority populations: Each CRC proposal must identify, work with, and intentionally serve the needs of priority populations ([Section 2.3 of Community Resilience Centers Program Round 1 Guidelines](#)):

- 1. Describe achievements and successes in serving priority populations; discuss how priority populations were addressed, included in, and served by the Collaborative Stakeholder Structure, Capital Projects, Campus Amenities, Services and Programs, CRC Year-Round and Emergency Plans, and Evaluation.
- 2. Outline areas you would like to further develop your CRC for future successes in this objective.

E. Partnerships and Collaborative Stakeholder Structure Expansion:

- 1. Describe current partnerships and notable achievements to-date:

Organization Name	Organization Type	CRC Role	Notable Achievements	Next Steps planned with this Partner or CSS member

- 2. Outline any partnerships you will seek out next to contribute to the Community Stakeholder Structure (CSS), CRC activities, or project overall:

Organization Name (if known)	Organization Type (if known)	What would you like this Partner to add to the CSS and/or CRC?	Next Steps to cultivate this partnership

F. CRC Implementation Strategies

To achieve the CRC Implementation Grant Program Objectives, each CRC proposal must have addressed at least four (4) of the strategies listed below, identified at time of application. Reference [Round 1 Guidelines](#) for more information.

- 1. Denote the Implementation Strategies advanced by your CRC project.

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

CRC Implementation Strategies #1-7	Was this strategy pre-identified as part of your CRC Proposal at time of application?	Was this strategy achieved during the grant term? If so, select how it was achieved for your CRC project (Note: you can further expand in Questions H and G below)
Strategy 1: Energy Resilience	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes, via Capital Project activities <input type="checkbox"/> Yes, via Services or Program activities <input type="checkbox"/> Not addressed
Strategy 2: Water Resilience	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes, via Capital Project activities <input type="checkbox"/> Yes, via Services or Program activities <input type="checkbox"/> Not addressed
Strategy 3: Air Quality and Public Health	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes, via Capital Project activities <input type="checkbox"/> Yes, via Services or Program activities <input type="checkbox"/> Not addressed
Strategy 4: Nature-Based Solutions and Food Security	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes, via Capital Project activities <input type="checkbox"/> Yes, via Services or Program activities <input type="checkbox"/> Not addressed
Strategy 5: Emergency Preparedness and Critical Communications	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes, via Capital Project activities <input type="checkbox"/> Yes, via Services or Program activities <input type="checkbox"/> Not addressed
Strategy 6: Mobility and Access	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes, via Capital Project activities <input type="checkbox"/> Yes, via Services or Program activities <input type="checkbox"/> Not addressed
Strategy 7: Workforce Development, Education, and Training	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes, via Capital Project activities <input type="checkbox"/> Yes, via Services or Program activities <input type="checkbox"/> Not addressed

G. Capital Projects: Infrastructure for CRC facility or campus amenities:

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

1. Describe notable achievements and successes in capital projects completed during the grant term:

CRC Facility or Campus Amenity	Infrastructure Element	CRC Implementation Strategy (#1-7)	Results / Outcomes for CRC, community members, or organization	Denote if this was completed or describe next steps
e.g., CRC Facility	e.g., Solar roof installation	e.g., Strategy 1: Energy Resilience	e.g., Energy efficient CRC with lower operations costs	e.g., Completed
e.g., Campus Amenity	e.g., Pavement and road improvements	e.g., Strategy 5: Emergency Preparedness and Critical Communications; Strategy 6: Mobility and Access	e.g., Improved ingress/ egress routes for CRC	e.g., Development to support future expansion of public transportation lines

2. Outline additional construction planned for your CRC facility or campus:

CRC Facility or Campus Amenity	Infrastructure Element	CRC Implementation Strategy (#1-7)	Desired Results/ Outcomes for CRC, community members, or organization	Next steps to achieve this outcome
e.g., Campus Amenity	e.g., Bus stop infrastructure and route modification for existing line	e.g., Strategy 6: Mobility and Access	e.g., Improved connection to CRC	e.g., Additional coordination with transit agency to plan route modifications and bus stop Secure capital funds for bus stop

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

H. Services and Programs: Community Resilience Center services and programs activities:

1. Describe notable achievements and successes in community resilience services and programs that were offered during the grant term:

CRC Implementation Strategy (#1-6)	Community Resilience service or program	Results/ Outcomes for CRC, community members, or organization	Intended future outcomes or plans for this activity?
e.g., Strategy 4: Nature-Based Solutions and Food Security	e.g., Cooking and gardening classes offered weekends via ABC partner organization	e.g., # of individuals attended since start date of _	e.g., Expand class offerings to weekday evenings and promote at the local community college
e.g., Strategy 3: Air Quality and Public Health	e.g., heat-illness prevention education via Promotora program	e.g., providing needed programming to outdoor farmworkers while also promoting increased community cohesion	

2. Outline additional services and programs planned for the future full implementation of your CRC:

CRC Implementation Strategy (#1-6)	Community Resilience service or program	Desired Results/ Outcomes for CRC, community members, or organization	Next steps to achieve this outcome

I. Technical Assistance, Subject Matter Experts, or specialized contractors:

1. Describe expertise utilized during the grant term:

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

TA, SME, or Contractor Name	Type of Expertise	CRC Role / Need	Notable Achievements	Denote if this was completed, or describe next steps
e.g., NAME	e.g., Emergency Management Expert	e.g., Expertise in Sheltering Operations for disaster activation	e.g., created activation procedures in collaboration with...	e.g., implementing new communications alert systems during disaster

2. Outline outstanding needs for expertise to fully implement your CRC vision:

TA, SME, or Contractor Name (if known)	Type of Expertise	CRC Role/ Need	Desired Results/ Outcomes for CRC	Describe next steps, include notes on any anticipated barriers
e.g., NAME	e.g., Emergency Management Expert	e.g., Expertise in Sheltering Operations for disaster activation	e.g., create activation procedures in collaboration with...	e.g., Ongoing training for incoming staff to activate CRC as an overnight shelter

J. Program Feedback

Based on your experiences with this grant program, please provide feedback about how the SGC staff can improve future grant programs.

CERTIFICATION

I certify that this Final Report is accurate and that this project complies with the Grant Agreement. I further certify that any expenditure discussed in this report is allowed under the Grant Agreement and that all funds were expended for the purposes of this Project.

Name:

Title:

Signature:

Date:

**California Strategic Growth Council – Community Resilience Centers (CRC)
Implementation Grant – Round 1**

Grant Number: G-SGC25301, City of Coachella

Attachment 4: Invoice and Progress Report Template

Please see CRC Invoice and Progress Report templates attached. An editable excel template will be provided to all Grantees by their SGC Grant Manager and will include the information below.

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

CRC INVOICE COVERSHEET

Please see the CRC Invoice Coversheet form attached.

Community Resilience Centers (CRC) Program													
<p>Enter an "x" in the applicable report type.</p> <p>Monthly Reimbursement _____ Advance Pay _____</p> <p>Reimbursement requests must:</p> <ol style="list-style-type: none"> 1. be submitted by the last day of the quarter and include costs from the previous quarter and/or on the date specified in grant agreement; 2. be supported by documentation that fully substantiates costs; 3. include the service period of costs; 4. be submitted quarterly, even if zero expenditures are reported; and 5. do not include any CRC Ineligible Costs 													
<p>Grantee Name:</p> <p>Project Name:</p> <p>Remittance Address:</p>	<p>Invoice #:</p> <p>Invoice Period:</p> <p>Service Period:</p> <p>Invoice Date:</p>												
<p>SGC Grant #:</p>	<p>Approval Date:</p>												
<table border="1" style="margin: auto; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="background-color: #002060; color: white; padding: 5px;">Implementation Grant</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">TASK 1:</td> <td style="padding: 5px;">\$ -</td> </tr> <tr> <td style="padding: 5px;">TASK 2:</td> <td style="padding: 5px;">\$ -</td> </tr> <tr> <td style="padding: 5px;">TASK 3:</td> <td style="padding: 5px;">\$ -</td> </tr> <tr> <td style="padding: 5px;">TASK 4:</td> <td style="padding: 5px;">\$ -</td> </tr> <tr> <td style="padding: 5px;">TOTAL</td> <td style="padding: 5px;">\$ -</td> </tr> </tbody> </table>		Implementation Grant		TASK 1:	\$ -	TASK 2:	\$ -	TASK 3:	\$ -	TASK 4:	\$ -	TOTAL	\$ -
Implementation Grant													
TASK 1:	\$ -												
TASK 2:	\$ -												
TASK 3:	\$ -												
TASK 4:	\$ -												
TOTAL	\$ -												
<p>Prepared by: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Authorized Signer: _____</p> <p style="text-align: center;">x</p> <p>Title: _____</p> <p>Date: _____</p>												

California Strategic Growth Council – Community Resilience Centers (CRC)
Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

CRC INVOICE DETAIL

Please see the CRC Invoice Detail form attached.

Community Resilience Centers (CRC) Program

Invoice Detail: Non-Payroll

Indirect Cost Rate Type:
NICRA %:

Service Period	Tasks	Cost Type	Cost Category	Vendor Name	Expense Description	Invoice Total	Supporting Document/Page #	Indirect Cost Rate	Total Cost

\$0.00

Invoice Detail: Payroll

Indirect Cost Rate Type:
NICRA %:

Service Period	Task	Entity Name	Employee Name & Role	Hourly Rate	Total Hours	Total	Supporting Document/Page #	Indirect Cost Rate	Total Cost

\$0.00

California Strategic Growth Council – Community Resilience Centers (CRC)
Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

CRC PROGRESS REPORT

[TO BE PRINTED ON GRANTEE LETTERHEAD]

Grantee Name:		Grant Number:	
Project Name:			
Invoice Number:	Invoice Period:	(Start Date)	(End Date)

Work Plan Task #	Description of Work Performed
Task [#]	Please describe the work completed during this invoice period and refer to specific deliverables in the Budget and Work Plan using bold text to denote the deliverable submitted. Please also note any key events or milestones in the upcoming period.

CERTIFICATION

By my signature below, I certify that I have full authority to execute this progress report on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this progress report, and any accompanying supporting documents, for the above-mentioned Program are true and correct to the best of my knowledge for the purposes and conditions as outlined in the Grant Agreement.

Print Name:	Print Title:
Signature:	Date:

**California Strategic Growth Council – Community Resilience Centers (CRC)
Implementation Grant – Round 1**

Grant Number: G-SGC25301, City of Coachella

Exhibit D, CRC Award Letter

Please see CRC Award Letter attached.

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella



CALIFORNIA STRATEGIC
GROWTH COUNCIL

May 3, 2024

Celina Jimenez
City of Coachella
53990 Enterprise Way
Coachella, CA 92236
Cjimenez@coachella.org

RE: Award Notification – Community Resilience Centers (CRC) Program, Round 1, Implementation Grant
Award, City of Coachella, “Coachella Community Resilience Center”

Dear City of Coachella and partners,

The California Strategic Growth Council (SGC) is pleased to inform you that the Council approved a Community Resilience Centers implementation award of \$10,000,000.00 to the City of Coachella for “Coachella Community Resilience Center” at its April 24, 2024, meeting. Round 1 of CRC is funded by a FY 2022-2023 budget appropriation from the General Fund. This program funding increases opportunities for the communities most impacted by climate change to respond to climate emergencies and provide year-round services and programs to enhance both climate resilience and community resilience. SGC is committed to support community-driven projects and achieve equitable, resilient communities and landscapes for all Californians. Congratulations on your successful application.

This letter provides a conditional commitment of grant funds. CRC staff will initiate the Post-Award Consultation (PAC) process soon by scheduling a meeting with the Awardee and sending a review package including review checklists for implementation activities. This process will involve altering the scope of work to reflect the reduced award amount; addressing any outstanding issues identified by CRC staff, reviewers, and the interagency panel; and finalizing the grant agreement. Grantees and Partners will need to work closely and collaboratively with CRC Staff to address all issues prior to grant execution. All requested documentation and changes should be finalized within three (3) to four (4) months after the Council makes awards.

Following execution of the grant agreement, grant funds will be disbursed on a bi-monthly basis. All reimbursed costs must meet the requirements for reimbursable tasks outlined in the grant agreement. CRC has been authorized to offer advanced payment to Grantees that are registered as 501(c)(3) nonprofit organizations, subject to meeting specified requirements, in accordance with AB 590 (Hart, 2023). We will follow up on the terms for accessing advance pay. Please note that no funds will be reimbursed for costs and expenses incurred prior to grant agreement execution. Further guidance on these topics is forthcoming.

We look forward to our partnership in the coming years. If you have any questions, please contact the Program Team at CRC@sgc.ca.gov.

Sincerely,

A handwritten signature in black ink, reading "Lynn M. von Koch-Liebert".

Lynn von Koch-Liebert
Executive Director
California Strategic Growth Council

1400 Tenth Street, Sacramento, CA 95814 • www.sgc.ca.gov • (916) 324-9775

**California Strategic Growth Council – Community Resilience Centers (CRC)
Implementation Grant – Round 1**

Grant Number: G-SGC25301, City of Coachella

Exhibit E, Commitment of Leveraged Funds

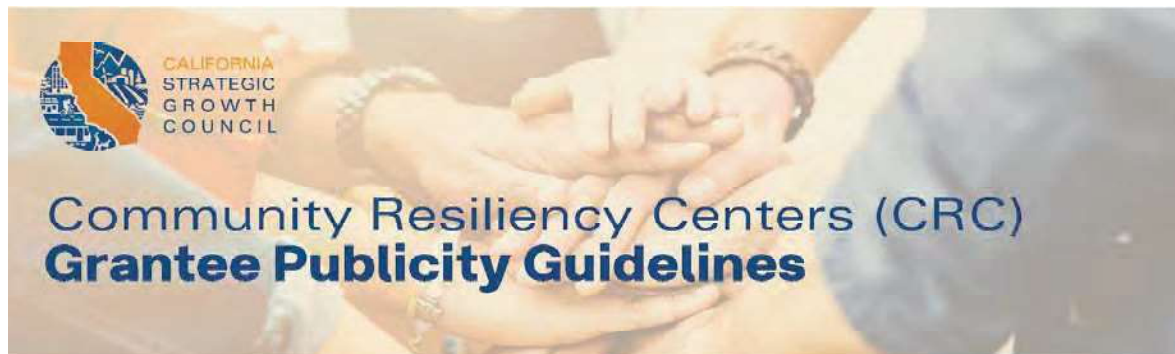
Reserved.

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

Exhibit F, CRC Grantee Publicity Guidelines

Please see CRC Grantee Publicity Guidelines, attached.



Welcome to the CRC Grant Program!

Dear Round 1 Community Resilience Centers Grantee,

Congratulations, and welcome to the California Strategic Growth Council (SGC) Awardee Community, and on your CRC Grant award! All of your hard work has paid off! We look forward to working closely with you to fund neighborhood-level resilience centers.

Your work is important and deserves to be celebrated – both in your community and as a model for others. To help you spread the word, the Communications and External Affairs team at SGC has prepared this Grantee Publicity Guidelines document. As you plan communications, outreach, and events related to your CRC 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 CRC Grant Manager and/or the CRC inbox at CRC@sgc.ca.gov.

Thank you for your inspiring work to implement collaborative, community-driven, place-based projects: your work will help build capacity to sustain climate action in your community. We look forward to partnering with you!

Publicity Guidelines

Please acknowledge the California Strategic Growth Council in all publications, websites, signage, invitations, and all media-related and public outreach products related to the CRC grant. Below are templates of boilerplate language used to describe what the SGC and CRC 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:

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

The California Strategic Growth Council's (SGC) Community Resilience Centers Program (CRC) funds neighborhood-level resilience centers to provide shelter and resources during climate and other emergencies, as well as year-round services and programming that strengthen community connections and ability to withstand disasters. For more information, visit <https://sgc.ca.gov/grant-programs/crc/>.

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 Community Resilience Centers Program."

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 logo. When using SGC's logo, 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 SGC is providing financing through the CRC Program in an appropriate location(s), typeface and size (consult the CRC team for best practices). Below is a sample of suggested language:

[PROJECT NAME]

"This Project has been made possible by financing from the Community Resilience Centers Program through the California Strategic Growth Council."

Please also include the SGC logo. 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 SGC leadership for a press release, please submit the press release to the CRC Grant Manager at least two weeks before the release will be published.

Please alert SGC to any press conferences related to the grant by emailing your CRC Grant Manager. This allows CRC staff to try and attend, if approved by SGC management.

Photos

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

We ask that grantees share between 8-12 high-resolution, color photos with their CRC 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 to SGC allows us to share photos of your project's progress across our communications platforms. We will attribute the photos to your organization and community.

Social Media

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

Our Digital Platforms

Twitter: twitter.com/CalSGC

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

Website: sgc.ca.gov/

Stay in Touch!


The SGC team is here to help! We love to work with awardees to brainstorm communication strategies and outreach plans. By staying in contact with the CRC 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 the CRC Grant Manager any time you want to collaborate on any type of communication and outreach.

California Strategic Growth Council – Community Resilience Centers (CRC)
Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

Exhibit G, Equipment Inventory Record

Please see Equipment Inventory Record form attached.



CALIFORNIA STRATEGIC
GROWTH COUNCIL

Community Resilience Centers (CRC) Program

Annual Equipment Inventory Record

Grantee Name: [INSERT HERE]

CRC Grant #: [INSERT HERE]

CRC Project Name: [INSERT HERE]

CRC Round #: [INSERT HERE]

Reporting Period (start date): [INSERT HERE]

Reporting Period (end date): [INSERT HERE]

Grantee's should fill in the white cells below only:

TOTAL: \$

PROJECT #	GRANTEE/ PARTNER NAME	DESCRIPTION OF GRANT-FUNDED EQUIPMENT	MANUFACTURER NAME	MODEL YEAR (if applicable)	SERIAL # LICENSE (if applicable)	DATE ACQUIRED (MM/DD/YYYY)	PURCHASE ORDER #	AMOUNT (\$)	EXPIRATION DATE (if applicable)	NOTE ON DISPOSITION (if applicable)	EXPIRATION DATE (if applicable)
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**California Strategic Growth Council – Community Resilience Centers (CRC)
Implementation Grant – Round 1**

Grant Number: G-SGC25301, City of Coachella

Exhibit H, Certificate of Compliance with Russia Sanctions

Please see SGC memorandum on Certificate of Compliance with Russia Sanctions attached.

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella



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.

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

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.

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

- 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)

**California Strategic Growth Council – Community Resilience Centers (CRC)
Implementation Grant – Round 1**

Grant Number: G-SGC25301, City of Coachella

**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.

California Strategic Growth Council – Community Resilience Centers (CRC)
Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

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.

**California Strategic Growth Council – Community Resilience Centers (CRC)
Implementation Grant – Round 1**

Grant Number: G-SGC25301, City of Coachella

**Exhibit I, CRC Implementation Grant Awardee Readiness
Checklist**

An editable template will be provided to all Grantees by their SGC Grant Manager and will include the information below.

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella



Community Resilience Centers (CRC) Program

Round One Implementation Grant Awardee Readiness Checklist

Project Name:

Grantee:

Deliverables Due Before Grant Agreement Execution			
✓ if Complete	✓ if N/A	Deliverable	Deadline
<input type="checkbox"/>	<input type="checkbox"/>	Application Documentation Requested: Missing Application Documentation requested (e.g., Co-Applicant financial capacity documentation), if relevant. Specific Documents:	Before Grant Agreement Execution
<input type="checkbox"/>	<input type="checkbox"/>	Resolution: Signed Resolution for Projects where Grantee is public agency submitted, if relevant.	Before Grant Agreement Execution
<input type="checkbox"/>	<input type="checkbox"/>	Post Award Consultation (PAC): PAC consultation meeting scheduled with Grantee to finalize Project Workbook. *Please note there may be multiple revisions requested to finalize the Project Workbook for the Grant Agreement Execution	Before Grant Agreement Execution
<input type="checkbox"/>	<input type="checkbox"/>	Submission of Missing Documentation: Missing application documentation submitted.	Before Grant Agreement Execution
<input type="checkbox"/>	<input type="checkbox"/>	Final Project Workbook: Final version of Project Workbook submitted – revisions to Workplan and Budget complete.	Before Grant Agreement Execution
<input type="checkbox"/>	<input type="checkbox"/>	Leveraged Funding Documentation: Appropriate documentation of leveraged funding (evidence of committed additional funding) submitted, if relevant and requested by SGC.	Before Grant Agreement Execution
<input type="checkbox"/>	<input type="checkbox"/>	Procurement Policy: The Grantee has reviewed SGC's Procurement Policy to ensure the Grantee plans to follow procurement norms that meet SGC standards.	Before Grant Agreement Execution
<input type="checkbox"/>	<input type="checkbox"/>	Partnership Agreement: The finalized and executed Partnership Agreement outlining the governance and decision-making of the Collaborative Stakeholder Structure submitted.	Before Grant Agreement Execution

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella



Community Resilience Centers (CRC) Program

Round One Implementation Grant Awardee Readiness Checklist

		See: Partnership Agreement Post Award Consultation Checklist	
<input type="checkbox"/>	<input type="checkbox"/>	<p>Memorandum of Understanding (MOU) for Multiple Jurisdictions: Executed MOU outlining how all public agencies and Tribal governments who collectively have jurisdiction over the entire Project Area will effectuate and manage the grant submitted, if relevant.</p> <p>Note: This is required for Grantees whose Project Areas cross municipal boundaries, federally recognized Tribal territory boundaries, or similarly relevant jurisdictional boundaries.</p>	Before Grant Agreement Execution
<input type="checkbox"/>	<input type="checkbox"/>	Payee Data Record: Form STD 204 completed.	Before Grant Agreement Execution
<input type="checkbox"/>	<input type="checkbox"/>	<p>Site Control: Site control documentation submitted.</p> <p>Note: Grantees that want to establish facilities or expand existing facilities on property not owned by Grantee, must prove a legally binding commitment or letters of commitment to sell that clearly states the ownership or leasehold interests of the parties. Projects with more than one facility, must demonstrate all facilities identified have the same owner. See: CRC Round 1 Program Guidelines, Appendix E: Site Control, for methods Grantees may use to demonstrate site control.</p>	Before Grant Agreement Execution
<input type="checkbox"/>	<input type="checkbox"/>	Permits: Grantee has demonstrated how they plan to obtain all the permits required to implement all proposed components of the Project within the grant term.	Before Grant Agreement Execution
<input type="checkbox"/>	<input type="checkbox"/>	<p>Facility Condition Assessment (FCA): FCA documentation submitted and approved by SGC, if relevant.</p> <p>Note: All Grantees whose Project includes an existing facility must provide a Facility Condition Assessment (FCA) conducted by a licensed professional. See: CRC Round 1 Guidelines, Appendix G: Facility Condition Assessments, for more information on this</p>	Before Grant Agreement Execution

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella



Community Resilience Centers (CRC) Program

Round One Implementation Grant Awardee Readiness Checklist

		requirement and what needs to be included in an FCA.	
<input type="checkbox"/>	<input type="checkbox"/>	Grant Agreement & Tribal Grantee: Implementation Grant Agreements for CRC Projects where the Grantee is a Federally recognized Native American Tribe will include language giving SGC a right to sue the Tribe for breach of the Grant Agreement in California state courts.	Before Grant Agreement Execution
<input type="checkbox"/>	<input type="checkbox"/>	Grant Execution: Implementation Grant Agreement signed.	Before Grant Agreement Execution
<input type="checkbox"/>	<input type="checkbox"/>	Advance Pay: Additional documentation to meet requirements for advance payment submitted, if relevant.	Before Receiving Advance
<input type="checkbox"/>	<input type="checkbox"/>	CRC Grant Management Manual: Review CRC Grant Management Manual.	When Provided by SGC

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella

Exhibit J, CRC Grant Term Requirements Summary

Please see the CRC Grant Term Requirements Summary attached.



Community Resilience Centers (CRC) Program

Round One Implementation Grant Term Requirements Summary

Project Name:

Grantee:

Directions: This checklist tracks the completion of grant and project requirements. All applicable requirements must be completed and confirmed with SGC before receiving final reimbursement and before final grant closeout. The checklist includes components to be completed within the grant term, including components that must be completed prior to Project implementation. The checklist will be updated and maintained by the SGC Grant Managers as Grantees complete deliverables.

Program Requirements During Term of Grant Agreement	Task # or Deliverable File Name	Date Completed	Date Approved
Capital Project Readiness Requirements			
Project Schedule: For each Capital Project, Grantees must provide a baseline project schedule prior to implementation of that Project. The project schedule must include project activities and durations and must be broken down in sufficient detail to manage the work.			
Project Site Analysis: Grantee must conduct a project site analysis demonstrating the road capacity around the proposed CRC Project Site, a land-use analysis for compatibility or an existing planning document that identifies the potential sites for these uses such as a community-specific plan, and consultation with emergency service providers about site location (especially for emergency ingress and egress).			
Current Facility Floor Plans: Grantees must submit current CRC Facility Floor Plans that detail space for features identified in the proposal (e.g., seating, storage of emergency supplies, potential battery storage, etc.). The floor plan must detail the required features as outlined in Section 5.4 of the CRC Round 1 Program Guidelines.*			
California Environmental Quality Act (CEQA) Compliance Documentation: Grantees must complete an environmental review. Documentation of CEQA compliance must be provided to the SGC within the first year of the grant term to establish capital project readiness prior to Project implementation and before beginning construction. <i>For Projects that are categorically or statutorily exempt, the following documentation is required: An approved CEQA Notice of Exemption (NOE) OR documentation that the Project is CEQA compliant.</i>			
Additional Requirements: The State may request additional documentation to assess site readiness and Project feasibility.			

Program Requirements During Term of Grant Agreement	Task # or Deliverable File Name	Date Completed	Date Approved
CRC Facility Function and Features Requirements			
Project Area Map: Grantees must update and finalize their Project Area maps to include any changes to the defined Project Area. The Project Area must encompass the CRC Facility, Campus Amenities connected to the CRC Facility, and community resilience services and programs based out of the CRC Facility. Campus Amenities included as part of a Project must be on the same parcel as the CRC or an adjoining parcel of a CRC, OR be within a one-mile radius of the CRC and be along a route that is accessible as defined by the CRC Round 1 Program Guidelines. Updated Project Area maps should reflect these requirements. Please see Section 6.5 of the Program Guidelines for additional detail.			
Required Functions: By the end of the grant term, all CRC facilities must meet the required functions as outlined in Section 5.4 of the CRC Round 1 Program Guidelines.*			

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella



Community Resilience Centers (CRC) Program

Round One Implementation Grant Term Requirements Summary

Required Features: By the end of the grant term, all CRC facilities must include the required features as outlined in Section 5.4 of the CRC Round 1 Program Guidelines.*			
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Program Requirements During Term of Grant Agreement	Task # or Deliverable File Name	Date Completed	Date Approved
CRC Programs and Plans			
Community Resilience Services and Programs: Services and programs that operate out of the CRC Facility should build community resilience and encourage year-round use of the CRC Facility, in addition to use during emergency activations. Services and programs funded by the CRC grant must be available to the public. Grantees must offer Community Resilience Services and Programs until the completion of the CRC grant term.			
Operations and Maintenance Plan: By the end of the grant term, Grantees must update and finalize an operations and maintenance plan, detailing indebtedness for all properties.			

CRC Year-Round Community Resilience Plan: Finalized CRC Year-Round Community Resilience Plan. The plan must outline services and programs operating out of the CRC year-round to ensure ongoing usage of the CRC. A draft of the plan was required in the CRC Implementation Grant proposal, and final plan is due by end of grant term.			
CRC Emergency Plan: Completed CRC Emergency Plans will be due at the end of the grant term and must include all the components outlined on p. 25 of CRC Round 1 Program Guidelines. The plans should demonstrate how the facility serves (or could serve) the local community during emergency activations. <ul style="list-style-type: none"> CRC Emergency Activation and Operation Plan during emergencies CRC Building Emergency Evacuation Plan (CalOSHA compliant) 			

Program Requirements During Term of Grant Agreement	Task # or Deliverable File Name	Date Completed	Date Approved
Emergency Activation Coordination			
Coordination with County (Signed MOU or MOA): Grantees must coordinate with their County Office of Emergency Services, or relevant emergency management and planning departments for the County to determine procedures for emergency activation. This coordination is an ongoing requirement during the Grant term. <ul style="list-style-type: none"> By the end of the Implementation Grant term, Grantees must turn in a signed Memorandum of Understanding or Memorandum of Agreement (MOU/MOA) with County entities which either (1) details emergency activation procedures for the CRC, or (2) identifies the CRC as a shelter resource in a county/regionally developed Emergency Operations Planning (EOP) document. 			

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella



Community Resilience Centers (CRC) Program

Round One Implementation Grant Term Requirements Summary

Program Requirements During Term of Grant Agreement	Task # or Deliverable File Name	Date Completed	Date Approved
Long Term Use of the CRC Facility			
<p>Long Term Use Documentation: By the end of the second year of the grant term, Grantee must provide the SGC with a recorded deed restriction, Memorandum of Unrecorded Grant Agreement (MOUGA), or Notice of Unrecorded Grant Agreement for each site acquired or improved upon with funding provided under this Grant Agreement.</p> <p>The recorded deed restriction, MOUGA, or Notice of Unrecorded Grant Agreement must demonstrate the site's dedicated use as a community-serving facility for a minimum of 15 years after Project implementation is complete.</p> <p>Leased facilities must provide both a copy of the lease and a signed letter of commitment from the landowner giving permission to develop the proposed Project and provide long term maintenance, as applicable, satisfactory to the SGC.</p>			

Program Requirements During Term of Grant Agreement	Task # or Deliverable File Name	Date Completed	Date Approved
Project Reporting Requirements			
<p>Annual Reports: Grantees must provide an annual report at the end of each year of the grant term. The annual report includes: a leveraged funding report, if applicable; an equipment inventory of purchased equipment, if applicable; an annual summary report; and any indicator tracking data required for program evaluation.</p>			
<p>Final Report: When the Project is completed, Grantee must submit a Final Report with the last invoice. See CRC R1 Program Guidelines and CRC Grant Management Manual.</p>			
<p>Reporting on Ownership: Grantees must report on equipment, vehicles, and infrastructure purchased or leased with grant funds in accordance with the terms of the Grant Agreement. Please see Sections 25 – 28 of the Grant Agreement, p. 67 of the CRC R1 Program Guidelines, and the CRC Grant Management Manual for details and requirements.</p>			

**Projects located in rural communities for whom these requirements present a hardship may request modifications, with justification, for asterisked (*) functions or features in Section 5.4 of the CRC Program Guidelines. In these cases, Grantees must name the asterisked function or feature, provide context for the specific hardship, propose a relevant and feasible modification, and submit a request to SGC staff. Staff will review such requests on a case-by-case basis.*

California Strategic Growth Council – Community Resilience Centers (CRC) Implementation Grant – Round 1

Grant Number: G-SGC25301, City of Coachella



Community Resilience Centers (CRC) Program

Round One Implementation Grant Term Requirements Summary

Grantee Certification

Grantee certifies that the information contained herein is true and accurate, that all funds were expended for the purposes of this Project, and that the Project complies with the terms of the Grant Agreement. Grantee further certifies that all Project deliverables have been completed and that any expenditures or deliverables reflected herein are allowed under the terms of the Grant Agreement.

Authorized Signature

Grantee Authorized Representative:

Phone #:

Email:

Grantee Signature

Date

SGC Grant Manager Certification

SGC Grant Manager certifies that the information contained herein is true and accurate to the best of their knowledge, and that the Project complies with the terms of the Grant Agreement. SGC Grant Manager further certifies that they have verified that all Project deliverables have been completed in compliance with the Grant Agreement.

Authorized Signature

SGC Grant Manager:

Phone #:

Email:

SGC Grant Manager Signature

Date

**California Strategic Growth Council – Community Resilience Centers (CRC)
Implementation Grant – Round 1**

Grant Number: G-SGC25301, City of Coachella

Exhibit K, Partnership Agreement

Please see Grantee Partnership Agreement attached.

Grantee shall ensure all Partners sign a revised CRC Partnership Agreement within three months of grant execution or no later than September 30, 2025. This revised Partnership Agreement shall be to a standard mutually acceptable to both CRC staff and the Grantee, in compliance with CRC Round 1 Guidelines, and shall reflect at a minimum the changes requested by CRC staff during the Post Award Consultation Process. The Grantee must send the final CRC Partnership Agreement signed by all Partners to SGC by September 30, 2025. The final signed CRC Partnership Agreement shall be included as an amendment to this grant agreement. The attached Partnership Agreement shall provide the basis for the collaborative governance of the CRC grant.



COLLABORATIVE STAKEHOLDER STRUCTURE
PARTNERSHIP AGREEMENT
BY AND AMONG:

City of Coachella
GRID Alternatives Inland Empire
Hidden Harvest
RAICES Cultura
Southern California Mountains Foundation (Urban Youth Conservation Corps)
The LEAP Institute
Sarvadaya Institute
Regents of the University of California at Berkeley (UC Berkeley Campus)
Orange County Inland Empire Economic Development / Riverside County SBDC
County of Riverside Emergency Management Department
TODEC Legal Center
Riverside Latino Commission on Alcohol & Drug Abuse Services
University of California at San Diego office of Innovation and Commercialization
Riverside University Health
Arteco

City of Coachella | Community Resilience Center Grant | November 2024
COACHELLA COMMUNITY RESILIENCE CENTER

PARTNERSHIP AGREEMENT
FOR THE COLLABORATIVE STAKEHOLDER STRUCTURE
FOR THE COACHELLA COMMUNITY RESILIENCE CENTER GRANT

by and among

THE CITY OF COACHELLA

and

City of Coachella
GRID Alternatives Inland Empire
Hidden Harvest
RAICES Cultura
Southern California Mountains Foundation (Urban Youth Conservation Corps)
The LEAP Institute
Regents of the University of California at Berkeley (UC Berkeley Campus)
Riverside County Economic Development / SBDC
County of Riverside Emergency Management Department
TODEC Legal Center
Latino Commission
Arteco

Dated November 26, 2024

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TABLE OF CONTENTS

Section 1. DEFINITIONS 2

1.1 General2

1.2 SGC 2

1.3 CRC Program 2

1.4 CCRC 2

1.5 Application 2

1.6 Bi-monthly..... 2

1.7 Budget2

1.8 Budget Report2

1.9 Close-out Report 3

1.10 Project.....3

1.11 Community Engagement Plan3

1.12 Data Collection Plan..... 3

1.13 Displacement Avoidance Plan3

1.14 CCRC Plan 3

1.15 GHG3

1.16 Grant Term3

1.17 Hub 3

1.18 Indicator Report 3

1.19 Indicator Tracking 3

1.20 Indicator Tracking Plan..... 3

1.21 Lead Applicant.....3

1.22 Advisory Council 3

1.23 Leverage Funding 3

1.23 Notice to Proceed 4

1.24 Performance Period..... 4

1.25 Coachella Community 4

1.26 Subcontractor 4

1.27 CRC Grant Agreement 4

1.28 CRC Guidelines 4

1.29 Workforce Development Plan..... 4

1.30 Working Group 4

1.31 Work Plan 4

1.32 Work Product.4

Section 2. INCORPORATION AND ACKNOWLEDGEMENT OF TERMS 4

2.1 Incorporation	4
2.2 Acknowledgement.....	5
Section 3. PURPOSE AND GOALS.....	5
3.1 Purpose	5
3.2 Goals	5
Section 4. RESPONSIBILITIES OF ALL PARTIES	5
4.1 Mutual Cooperation.....	5
4.2 Leveraging of Available Funds	5
4.3 Communication	6
Section 5. CITY - ROLE AND RESPONSIBILITIES.....	6
5.1 Lead Applicant and Grantee.....	6
5.2 Treasurer.....	6
5.3 Hub and Working Group Participation	6
5.4 Grant Administration.....	6
5.5 Disbursement and Accounting of Funds	6
5.6 Financial Support	7
5.7 Oversight of Implementation	7
5.8 Workforce Development	7
5.9 Community Engagement	7
5.10 Displacement Avoidance	7
5.11 Indicator Tracking	7
5.12 Reporting	8
Section 6. PROJECT PARTNERS - ROLES AND RESPONSIBILITIES	8
6.1 Co-Applicants.....	8
6.2 Community Members	8
6.3 Representation on Advisory Council	8
6.4 Working Group Participation.....	8
6.5 Project Development.....	8
6.6 Implementation of Project.....	8
6.7 Implementation Policies	9
6.8 Hiring Subcontractors	9
6.9 Reporting.....	9
6.10Recordkeeping	9
Section 7. DATA PARTNER - ROLES AND RESPONSIBILITIES	10
7.1 Co-Applicant	10

7.2 Representation on the Advisory Council; Reporting Role.....	10
7.3 Hub and Working Group Participation	10
7.4 Community Engagement.....	10
7.5 Tracking	10
7.6 Training	11
7.7 Support.....	11
7.8 Data Sharing.....	11
Section 8. NON-DISPLACEMENT PARTNER - ROLES AND RESPONSIBILITIES	11
8.1 Co-Applicant.....	11
8.2 Representation on Leadership Council; Reporting Role	11
8.3 Services and Programs	11
8.4 Reporting	11
Section 9. OUTREACH PARTNER - ROLES AND RESPONSIBILITIES	12
9.1 Co-Applicant.....	12
9.2 Representation on Advisory Council; Community Engagement Plan	12
9.3 Community Engagement.....	12
9.4 Reporting.....	12
Section 10. COLLABORATIVE STRUCTURE	12
10.1 General	12
10.2 Membership.....	12
10.3 Meetings.....	13
10.4 Hub Implementation	14
10.5 Working Group Implementation.....	15
10.6 Community Representation	16
10.7 Accountability	16
Section 11. TERM AND TERMINATION	17
11.1 Term.....	17
11.2 Termination.....	17
11.3 Co-Applicant Substitution	18
11.4 Work Product.....	18
11.5 Reimbursement	18
Section 12. INDEMNIFICATION	18
Section 13. INSURANCE	18
13.1 General Provisions.....	18

13.2 Workers' Compensation Insurance 19

13.3 Commercial General Liability and Automobile Insurance 19

Section 14. EFFECT OF THIS PARTNERSHIP AGREEMENT.....20

Section 15. NON-DISCRIMINATION.....21

Section 16. DISPUTES21

Section 17. STATE DISCLAIMER.....21

Section 18. MISCELLANEOUS.....21

18.1 Notices 21

18.2 Conflict of Interest.....21

18.3 Governing Law 22

18.4 Venue 22

18.5 No Third-Party Beneficiaries 22

18.6 Section Headings 22

18.7 Compliance with Laws and Regulations; Legal Authority.....22

18.8 Authority 22

18.9 Assignment..... 22

18.10 Counterparts 22

18.11 Entire Agreement..... 22

Exhibit “A” - Project Area

Exhibit “B” - Collaborative Stakeholder Structure

**PARTNERSHIP AGREEMENT FOR THE COLLABORATIVE STAKEHOLDER
STRUCTURE FOR THE COACHELLA
COMMUNITY RESILIENCE CENTER GRANT**

This draft Partnership Agreement for the Collaborative Stakeholder Structure for **COACHELLA COMMUNITY RESILIENCE CENTER** ("Partnership Agreement") is made and entered into this

____ day of _____, 2023, by and between **the City of Coachella, a California general law city and municipal corporation ("City" or also known as the "Grantee")** and **GRID Alternatives Inland Empire ("GRID" or "GRID Alternatives"); the Orange County Inland Empire Small Business Development Center Network ("Riverside County SBDC"); Hidden Harvest; Arteco Partners ("Arteco"); County of Riverside Emergency Management Department ("EMD" or "Riverside EMD"); TODEC Legal Center, Perris ("TODEC"); Sarvodaya Institute; The Latino Equity Advocacy & Policy Institute ("LEAP" or "LEAP Institute"), the University of California at San Diego Office of Innovation and Commercialization ("UCSD" or "UC San Diego OIC"), Regents of the University of California at Berkeley ("UC Berkeley"), the Riverside Latino Commission on Alcohol & Drug Abuse Services, Inc. ("Latino Commission"); Riverside University Health; the Southern California Mountains Foundation (Urban Youth Conservation Corps) ("Conservation Corps"); and RAICES Cultura** (each a "Partner" or "Member" and collectively referred to as "Entities"). Although titled "Partnership Agreement," this Agreement, once finalized, will function as a Memorandum of Understanding and is not intended to be legally binding.

RECITALS

A. The U.S. Environmental Protection Agency (EPA), Office of Environmental Justice and External Civil Rights (OEJECR) awards grants for the development and implementation of neighborhood-level climate sustainability plans as part of the Environmental and Climate Justice Community Change Grants (CCG) program.

B. This Agreement is entered into pursuant to requirements of the Community Resilience Centers (CRC) Program Guidelines ("Grant Agreement") and **COACHELLA COMMUNITY RESILIENCE CENTER** proposal ("Proposal") and memorializes basic terms to govern the planning and implementation of the scope of work included in the Proposal.

C. Through this draft Agreement, the Entities commit to working together to implement the projects identified in the Proposal. The Grantee and Partners have developed the projects include in the Proposal with the understanding of the CRC program requirements and are prepared to lead and participate for the term of the CRC grant.

D. Through CRC, the California Strategic Growth Council (SGC) funds the planning, development, and implementation of neighborhood-level Community Resilience Centers that empower communities, respond to climate emergencies, and provide year-round services and programs to enhance both climate resilience and community resilience.

E. The **CITY OF COACHELLA** will be the Grantee responsible for the grant from SGC to fund a range of activities within the **Project Area** as depicted in the attachment: **Project Area Map**.

F. Partners are organizations that agree to participate in the program and fully support the objectives, goals, strategies, and projects identified within the submitted CRC Grant Application.

G. SGC requires this Agreement to set forth the agreed upon governance structure and terms of operation required to implement the **COACHELLA COMMUNITY RESILIENCE CENTER** ("CCRC") including but not limited to, the expectations and responsibilities of the Parties, legal and financial terms, and community engagement and decision-making processes.

H. Parties desire to enter into this Agreement to establish a Collaborative Stakeholder Structure ("Collaborative") for matters pertaining to the CRC Grant and the implementation of the scope of work within the forenamed Project Area.

I. Entities acknowledge and agree that other Entities may be added to this Agreement, decided through a democratic process amongst the Collaborative and in consultation with SGC.

TERMS AND CONDITIONS

Section 1. DEFINITIONS.

- 1.1 General. The definitions set forth in the above recitals, in the SGC Guidelines, and otherwise indicated in parenthesis hereafter, shall apply to this Partnership Agreement.
- 1.2 SGC. "SGC" shall mean the Community Resilience Centers Grants Program.
- 1.3 CRC Program. "CRC" shall mean the Community Resilience Centers Grants Program.
- 1.4 CCRC. "CCRC" shall mean the COACHELLA COMMUNITY RESILIENCE CENTER.
- 1.5 Application. "Application" shall mean the CRC Grant Application for funding submitted by City.
- 1.6 Bi-monthly. "Bi-monthly" shall mean every other month.
- 1.7 Budget. "Budget" shall mean the budget for a particular Project.
- 1.8 Budget Report. "Budget Report" shall mean the report containing the budget for a particular Project, which breaks down cost by task and lien item.

- 1.9 Close-out Report. "Close-Out Report" shall mean the report submitted to the SGC at the conclusion of an individual Project.
- 1.10 Project. "Project" shall mean a project implemented with CRC Grant Funds.
- 1.11 Community Engagement Plan. "Community Engagement Plan" shall mean the plan that sets forth the community outreach tools and goals of the City and Partners.
- 1.12 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 CRC Grant Agreement and pursuant to the wishes of the Advisory Council.
- 1.13 Displacement Avoidance Plan. "Displacement Avoidance Plan" shall mean the plan that addresses the displacement prevention needs of the community.
- 1.14 CCRC. "CCRC Plan" or "Plan" shall mean all aspects of the project plan required by the City and its Partners in the CCR Grant Agreement.
- 1.15 GHG. "GHG" shall mean "Green House Gas."
- 1.16 Grant Term. "Grant Term" shall mean the term of the TCC Grant Agreement.
- 1.17 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.
- 1.18 Indicator Report. "Indicator Report" shall mean a report that tracks and reports Indicator Tracking for a Project.
- 1.19 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.
- 1.20 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.
- 1.21 Lead Applicant. "Lead Applicant" shall mean the City of Coachella.
- 1.22 Advisory Council. "Advisory Council" shall mean the advisory body to the Lead Applicant.
- 1.23 Leverage Funding. "Leverage Funding" shall mean the funding, other than CRC Grant funds, used to supplement CRC Grant funds for the completion of all or a portion of a Project.

- 1.24 Notice to Proceed. "Notice to Proceed" shall mean the notice issued by the City to all Partners once the CRC Grant Agreement has been fully-executed by and between the City and SGC.
- 1.25 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.
- 1.26 Community. "Community" shall mean those residents and stakeholders in the Project Area.
- 1.27 Subcontractor. "Subcontractor" shall mean any third party used by any Partner to perform any work in furtherance of a Project.
- 1.28 CRC Grant Agreement. "CRC Grant Agreement" shall mean the agreement entered into by and between the City and the SGC.
- 1.29 CRC Guidelines. "CRC Guidelines" shall mean the CRC Program Guidelines for 2023.
- 1.30 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.
- 1.31 Working Group. "Working Group" shall mean a group consisting of the members of the Advisory Council and the CCRC, established for the purpose of facilitating discussion and information-sharing with regard to a particular task.
- 1.32 Work Plan. "Work Plan" shall mean a plan setting forth the timeline, discrete tasks, and detailed deliverables for a particular Project.
- 1.33 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 COMMUNITY RESILIENCE CENTER.

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 CRC Guidelines, and the CRC Grant Agreement. Each Party's performance shall be conducted in accordance with the CRC Grant Agreement, the CRC 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 CCRC Plan and the CRC 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 CRC 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 CRC Grant Agreement;
 - b. Promoting the execution of objectives and goals set forth in the CRC Grant Agreement;
 - c. Providing a platform for community engagement and input into implementation of activities related to the CRC 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 COMMUNITY RESILIENCE CENTER is intended 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, 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 COMMUNITY RESILIENCE CENTER.

- 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.

Lead Applicant and Grantee. As the Grantee, City commits to all duties and responsibilities corresponding to the Grantee role under the COACHELLA COMMUNITY RESILIENCE CENTER for the term of the CRC Grant.

- 5.1 The City is fully committed to the activities and deliverables of the CRC Proposal, the requirements of the CRC Grant, and the stipulations of this Agreement, and agrees to take all actions necessary to effectuate the requirements of the CRC Grant in accordance with the State of California requirements.

As Grantee, the City responsibilities include but are not limited to:

- a. Commitment to Partners
 - (1) Commitment to plan and implement the project schedule;
 - (2) commitment to work collaboratively;
 - (3) leverage available funds; and
 - (4) commitment to build equitable policies collaboratively with Entities in the Collaborative.
- b. Roles and Responsibilities
 - (1) Coordinating all components of the Proposal and processing the approval of the Proposal through the SGC as may be necessary or appropriate;
 - (2) overseeing and coordinating the CCRC;
 - (3) preparing and disbursing the Grant Agreement funds to Partners either as reimbursement or advanced funds for eligible administration and services upon submission of full and complete disbursement requests or supporting documentation for advanced funds, subject to State review and approval;

- (4) submitting all invoices and associated summary reports, and annual reports to the CRC Program staff;
 - (5) participating in regular Collaborative meetings.
 - (6) participating in regular check-in meetings with CRC Program staff;
 - (7) providing City staff to support the project during the entirety of the grant term; and
 - (8) achieving and monitoring goals and associated indicators as defined by the CRC Proposal and the Grant Agreement.
 - c. Governance
 - (1) Sharing decision-making power with Entities in the Collaborative.
 - (2) Ensure that any proposed changes, programs, and activities uphold the requirements of the Grant Agreement.
 - d. Additional Roles and Responsibilities
 - (1) Oversight of implementation. City shall supervise and coordinate the implementation of activities related to the CRC Grant and, with the consent of the Partners, enter into any necessary additional agreements to facilitate the implementation of the Plan.
 - (2) Community Engagement. Outside of this Agreement, the City shall coordinate with an Outreach Entity to facilitate the implementation of the Community Engagement Plan. The Collaborative will be responsive to the Outreach Partner's direction with regard to community outreach and the facilitation of local involvement.
- 5.2 Treasurer. The 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 CRC 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 CRC 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 CRC 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:

- a. Demonstrate good standing with the IRS
- b. Compile and provide spending plans for each Partner receiving advance payment
- c. Complete an advance payment request form with supporting documentation
- d. Sign an agreement that they will:
 - (1) 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
 - (2) 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.

Partners are responsible for implementing specific strategies stipulated within the Collaborative's workplan, and will utilize their staff capacity, expertise, and organizational/project management abilities to deliver on their commitments within the overall workplan. Partners have a funded role in implementing a specific role of the Proposal and Grant Agreement

The following Entities will serve as Partners on Coachella Community Resilience Center for the term of the CRC Grant. Unless otherwise noted, their responsibilities will be executed at the CCRC.

- a. Hidden Harvest
 - (1) Responsible for overall outside grounds maintenance.
 - (2) Responsible for the operation and maintenance of the campus vegetable beds and fruit-bearing plants.
 - (3) Responsible for distribution of food to the community.
 - (4) Participate in regular Collaborative meetings.
- b. The Latino Equity Advocacy & Policy Institute
 - (1) Responsible for the operation and maintenance of the CCRC's rideshare fleet.
 - (2) Responsible for managing the pick-up and drop-off of community members at approved local sites, including, but not limited to, healthcare facilities and the initiatives.
 - (3) Participate in regular Collaborative meetings.
- c. Regents of the University of California at Berkeley
 - (1) Responsible for ensuring that all data that the Grantee and Partners are required to track pursuant to the Grant Agreement are tracked appropriately and reported on in the appropriate timeframe and format.
 - (2) Participate in regular Collaborative meetings.
- d. GRID Alternatives Inland Empire
 - (1) Responsible for sourcing and installing the CRC facility's rooftop solar photovoltaic system.
 - (2) Responsible for sourcing and installing the CRC's facility backup battery for emergency energy generation.
 - (3) Responsible for supporting Outreach regarding the CCRC and energy.
 - (4) Participate in regular Collaborative meetings.
- e. County of Riverside Emergency Management Department
 - (1) Responsible for determining procedures for CRC facility emergency activation.
 - (2) Responsible for conducting emergency response education and trainings.
 - (3) Participate in regular Collaborative meetings.

Members

Other Entities that are not the Grantee and Partners will be considered Members of the Collaborative. Members are residents, organizations, and other Entities that support decision- making, direction, and implementation of the CRC Grant. Members will assist with the execution of the grant agreement and provide valuable services that enhance the value of the Coachella Community Resilience Center. Depending on a singular agreement between each Member and the City, some Members may be compensated by the City for their contribution to the CCRC.

The following Entities will serve as Members of the **Coachella Community Resilience Center** for the term of the CRC Grant. Unless otherwise noted, their responsibilities will be executed at the CCRC.

- a. Arteco
 - (1) Responsible for the overall day-to-day operation of the CRC facility, maintaining the building and ensuring safe and habitable conditions at all times.
 - (2) Responsible for conducting routine and major maintenance on the CRC facility and buildings on campus grounds.
 - (3) Responsible for ensuring the CRC facility is accessible to the public during appropriate times and events.
 - (4) Participate in regular Collaborative meetings.
- b. Sarvadoya Institute
 - (1) Responsible for leading gardening and agricultural demonstrations
 - (2) Responsible for teaching and providing resources on sustainable agriculture and landscaping practices.
 - (3) Responsible for the maintenance and operation of the demonstration and community gardens
 - (4) Participate in regular Collaborative meetings.
- c. Orange County Inland Empire Small Business Development Center Network
 - (1) Responsible for assisting small business requesting support through the CCRC or that are part of the small business incubation program.
 - (2) Responsible for supporting prospective business owners with the creation of a business plan.
 - (3) Participate in regular Collaborative meetings.
- d. TODEC Legal Center, Perris
 - (1) Responsible for educating community members about heat illness and preparation/mitigation strategies.
 - (2) Responsible for leading programs focused on community empowerment.
 - (3) Responsible for operating and managing farmworker support programs.
 - (4) Participate in regular Collaborative meetings.

- e. Riverside Latino Commission on Alcohol & Drug Abuse Services, Inc
 - (1) Responsible for conducting mental and developmental health awareness campaigns and programs for community members.
 - (2) Participate in regular Collaborative meetings.
 - f. University of California at San Diego Office of Innovation and Commercialization
 - (1) Responsible for managing the small business incubator program.
 - (2) Responsible for conducting regular workforce training and development
 - (3) Participate in regular Collaborative meetings.
 - g. Riverside University Health
 - (1) Responsible for providing education about heat illness, asthma, and other preventative health topics.
 - (2) Participate in regular Collaborative meetings.
 - h. Southern California Mountains Foundation (Urban Youth Conservation Corps)
 - (1) Responsible for supporting composting activities, tree planting, workforce training and development.
 - (2) Participate in regular Collaborative meetings.
 - i. RAICES Cultura
 - (1) Responsible for curating, maintaining, and operating the CCRC art gallery.
 - (2) Participate in regular Collaborative meetings.
- 6.1 Co-Applicants. Each Project Partner shall be a Co-Applicant to the CRC 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.
- 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 CRC 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 CCRC 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 there to 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; and
 - f. Refrain from using CRC 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 as 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, if it is made available to the City of Coachella, shall adhere to the process defined 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 CRC 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 the COACHELLA COMMUNITY RESILIENCE CENTER. 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 CRC Grant Agreement are tracked appropriately and reported on in the appropriate timeframe and format. Data Partner shall in the first quarter of the CRC 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 CRC 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 CRC 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 CRC 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 CRC 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 CRC Grant Agreement or provided by the City.
 - (2) The first reporting period will begin on the start date of the CRC 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 CRC 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 CRC 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 CRC 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. The Collaborative shall initially consist of the fourteen (14) Entities party to the Partnership Agreement. After the ratification of the Grant Agreement and Partnership Agreement, three (3) "Community Seats", to be filled by individuals who reside in the City, will be added to the Collaborative. Preference for occupation of the Community Seats will be given to persons who identify as part of a priority population, as defined by the Proposal. Each entity that is part of the Collaborative will have the ability to suggest agenda items for Collaborative meetings. The decisions made by the Collaborate are binding and should be executed by the applicable members of the Collaborative, pending compliance with the Grant Agreement as outlined in Section (D), Subsection (a).
 - a) Changing the Governance Structure. In an instance where an entity of the Collaborative wishes to amend the structure of the Collaborative, the entity should ensure that the request is made in writing and submitted to the City at least ninety-six (96) hours before a meeting. The change will be submitted to the SGC for approval after being approved by at least a two-thirds majority of Collaborative members.
 - b) Adding or Removing Entities. Any organization or individual that is a party

to this Partnership Agreement will be a member of the Collaborative, so removal or addition of a party to this Partnership Agreement will likewise remove or add a member to the Collaborative. If needed to enhance or supplement the responsibilities of the Collaborative in upholding the Proposal, Partnership Agreement, Grant Agreement, an entity may be added to the collaborative with at least a two-thirds majority vote of Collaborative members. Collaborative Entities can be removed with a two-thirds majority vote if found to be negligent or unable to execute their responsibilities as listed in the grant agreement. Any Collaborative entity can suggest another entity for inclusion to or expulsion from the Collaborative.

(1) As it concerns the Community Seats, the City may, at any time, increase the number of Community Seats, but may not otherwise decrease the number of Community Seats below that which is set forth in this Partnership Agreement. Members in the Community Seats may resign, at any time, upon written notice to the City.

- c) Entity Departure or Resignation. If an Entity voluntarily resigns or disbands, the Collaborative will seek to find an organization of a similar mission and vision to fulfill the responsibilities formerly entrusted to the departed Entity. Preference should be given to Entities comprised of an individual or individuals who live or work in the City. If a remaining Entity assumes the responsibilities of the departed Entity, the Collaborative should seek to replace the departed Entity with a community-based organization and/or community resident that serves priority populations in the community. In this instance, it is not important that the new Entity assumes the responsibilities of the departed entity. Approving a new entity shall follow the guidelines set forth in Section (A), Subsection (b).
- d) Officers. At its first meeting, the Collaborative, 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 Collaborative. The Treasurer shall be the City. Terms shall be for one year (1) and rotate on an annual basis to ensure shared governance. The Chair will lead Collaborative meetings and will be assisted in its duties by the Vice Chair. The Secretary will be responsible for recording meeting minutes and ensuring that the minutes are shared with the City for public notice. The Secretary will also be responsible for sending meeting agendas to interested Entities, unless this task is otherwise delegated in part to another member of the Collaborative. Other Officer duties will be determined by the Collaborative in the Bylaws, as outlined in Section (B), Subsection (c).

- 10.2 Meetings. To establish order and efficiency, upon the City's issuance of the Notice to Proceed, the Collaborative shall meet once a month until all Community Seats, Bylaws, and communication processes are fully established ("Establishment Phase"). The Establishment Phase shall not exceed six (6) months under any circumstances. After the completion of the Establishment Phase, the Collaborative shall conduct public meetings at least on a quarterly basis. Until the election of Officers, as defined in Section (A) and Subsection (d), and the establishment of bylaws and the assignment of regular Collaborative meeting duties, as defined in Section (B) and Subsection (c),

the City will organize and lead Collaborative meetings and draft the agenda for Collaborative meetings.

- a. Location. Meetings shall be held within one mile of the CCRC facility, within the area administered by the City, at a time and location previously determined by the Collaborative members present at the signing of the Partnership Agreement. After the CRC facility is complete, meetings will take place at the CRC Facility. Meeting venues should support the facilitation of hybrid in-person and virtual meeting formats.
 - b. Presentation. Meetings will be hybrid format, held both in-person and virtually, unless an emergency decision is needed and/or extenuating circumstances prevent the meeting from occurring in person or force the meeting to be held in-person. Unless required to do so by the City or a simple majority vote, Collaborative members may choose to attend meetings in-person or virtually, except for the City or Collaborative-appointed administrator who facilitates the technology necessary to host the hybrid meeting. This person must attend Collaborative meetings in person.
 - c. Bylaws. At its first meeting, the Collaborative shall discuss governance procedures and set key priorities for managing future meetings. At the conclusion of the first meeting, the Collaborative, by affirmative vote of the simple majority of Entities present at the meeting, shall appoint five (5) entities to draft bylaws for the collaborative stakeholder structure and set the priorities of the Collaborative. The bylaws and priorities shall conform to the Grant Agreement and general terms and intent of this Partnership Agreement and shall become effective upon adoption by the Collaborative.
 - d. Notice. City shall ensure that meeting agendas and materials are distributed to Collaborative members at least twenty-four (24) hours before a closed meeting. The Collaborative shall make reasonable efforts to provide live translation services, when requested, and the agendas and presentation materials in Spanish and English, if needed.
- A. Public meetings. After the end of the established period, the Collaborative will begin to hold meetings, based upon the schedule outlined in Section (B). All meetings, except when requested by SGC staff or by a Collaborative entity and then approved by a simple majority (50%) of Collaborative members, will be held publicly.
- a) Note. Unless otherwise noted in this section, public meetings will follow the guidelines as listed in Section (B)
 - 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 Collaborative shall generally limit discussion to items appearing on the duly noticed and published agenda. However, to support flexibility and responsiveness to evolving community needs, Collaborative members may propose time-sensitive or emerging topics for brief discussion during meetings. Such items may be introduced in a designated segment near the end of each agenda. Any substantive action on these topics shall be deferred to a future meeting to allow for public notice and participation. 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 Collaborative regarding all matters within the Collaborative's purview.

Additionally, the public shall have the opportunity to speak on any item on the agenda prior to the Collaborative's discussion of or decision on that item.

- c) Non-Public Meetings. When a non-public Collaborative meeting is held, the agenda and decisions from that meeting should be reported and revisited at the next regular Collaborative meeting. The agenda and notes from the meeting should be published online, and reasonable efforts should be taken to ensure English and Spanish versions are available.
- d) Notice. City shall ensure that meeting agendas and materials are published on a City-hosted webpage and posted inside the CRC facility in a location 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. The Collaborative shall make reasonable efforts to provide live translation services, when requested, and the agendas and presentation materials in Spanish and English. In order to facilitate greater public participation, the Collaborative shall also make efforts to forward the agenda and materials to specific residents, businesses, and non-governmental organizations in the community who may have a particular interest in an agenda item. Notwithstanding the foregoing, the Collaborative recognizes that, in some circumstances, decisions and changes related to CRC Grant Implementation may require more expedient action. In the case of an emergency decision, discussion and notification may be made via email or virtual meeting with the Collaborative members and a recommendation formed with the necessary affirmative votes via virtual meeting or email. Such decisions shall be reported and revisited at the next regular Collaborative meeting.

B. Decision-Making and dispute resolution. All Entities that form the Collaborative will have equal authority to vote on issues and exercise the rights as delegated to them by this Partnership Agreement, regardless of the status of their entity as defined in the Proposal or this Partnership Agreement.

- a) Decision-Making. The Collaborative Stakeholder Structure is designed to foster transparent, inclusive decision-making, where each participating partner and community representative has an equal voice. This approach ensure that community-based organizations and residents remain integral to governance and decision-making throughout the grant term.
 - (1) Equal Representation and Voting Authority. Each entity within the Collaborative holds equal voting power. Each entity will have one (1) vote on all key decisions, ensuring equitable influence in shaping the project's direction.
 - (2) Inclusive Agenda Setting. Agenda items for Collaborative meetings will be submitted in advance, allowing all entities, including community representatives, to suggest topics for action items. Agendas will be distributed to all members at least one week prior to the meeting.
 - (3) Types of Decisions. Project scope and activity approval, resource

allocation, community engagement initiatives, and policy development.

- (4) Consensus-Building and Simple Majority. While consensus is the goal, if it cannot be reached, decisions will be made by a simple majority of entities present.
 - (5) Documentation and Communication. All voting outcomes, including dissenting options will be documented. Summaries of decisions and their rationales will also be shared in a format accessible to the wider community to maintain transparency.
 - (6) Annual Review of Decision-Making. The Collaborative will conduct an annual review of the decision-making process to ensure it continues to serve the community's needs. Adjustments will be made based on feedback from community representatives and member organizations.
- b) Dispute Resolution. Disputes shall be defined as substantive disagreements or material issues that arise regarding the interpretation, implementation, or outcomes of the CCRC initiatives. If the Collaborative is unable to reach consensus on a matter, the following steps shall be taken:
- (1) Presentation of Issue and Initial Review. All substantive changes or material issues related to implementing the CCRC shall be presented to the Collaborative at a regularly scheduled meeting.
 - (2) Collaborative Discussion and Attempted Consensus. If the Collaborative is unable to reach consensus on a matter, the City shall pursue conflict resolution initiatives.
 - (3) Collaborative Member Input on Resolution Strategies. Any Collaborative entity may suggest conflict resolution initiatives or methods to address the division.
 - (4) Conflict Resolution Initiatives. Addressing the division may include the following measures:
 - Third-Party Mediation
 - Further Community Outreach
 - Proposal Modification
 - (5) Documentation and Reporting. Detailed records of discussions, proposed solutions, and feedback from all involved parties shall be maintained.
 - (6) Final Resolution and Majority Support. It is the goal of the process to have all recommendations be supported by the majority of the Collaborative.

10.3 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.

10.4 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.

10.5 Working Group Implementation. Each Partner 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 CCRC 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 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 CCRC 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 CCRC 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. Displacement Avoidance 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 CCRC Projects.

10.6 Community Representation. Parties acknowledge that community representation throughout the process is integral for the success of the COACHELLA COMMUNITY RESILIENCE CENTER, 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. The City will ensure that Spanish translation is available and that materials are provided in English and Spanish.
- c. 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. 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.

- c. Data Partner will engage residents and businesses in a survey geared towards developing communitywide indicators that can be tracked to determine if the CRC investments are changing attitudes, behavior, health, and circumstances for the Project Area.
- d. Advisory Council meetings will be open to the public, with clear agendas, minutes and a record of attendance to ensure regular accountability.
- e. 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.
- f. 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.
- g. 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.
- h. 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 COMMUNITY RESILIENCE CENTER Application does not receive a grant award.

- 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 CRC Grant funding. Each Party's execution of this Partnership Agreement is merely an agreement to the terms of the collaborative stakeholder structure, contingent upon CRC 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. PURPOSE OF THIS PARTNERSHIP AGREEMENT.

The purpose of this Partnership Agreement is to formalize the partnership between the Grantee, Partners, and Members supporting the CCRC into the Collaborative and to set forth the terms by which the Collaborative will manage, coordinate, and administer Grant-related activities within the boundaries of the Project Area. As a part of its duties, the Collaborative agrees that its duties include the following:

- a. Implementing activities, programs, strategies, and projects as set forth in the CRC Grant Agreement;
- b. Promoting the execution of objectives and goals set forth in the CRC Grant Agreement;
- c. Providing a platform for community engagement and input into implementation of activities related to the CRC Grant;
- d. Performing such other functions as may be deemed necessary and appropriate to meet the objectives of this Partnership Agreement.
- e. Goals. Each Party affirms that the project is intended to create the necessary conditions for public and private investment in the project area of the CRC site 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, new local jobs, opportunities for business incubation, and other resources that are critical to the growth of a healthy and vibrant community.

Section 16. 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 17. DISPUTES.

Parties agree that before any Party commences any legal or equitable action, action for declaratory relief, suit, proceeding, or arbitration regarding the CRC 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 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.

Section 19. 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.

[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: _____
Gabriel D. Martin, PhD

Its: _____
City Manager

Dated: _____
October 21, 2024

Address: _____
53990 Enterprise Way

Coachella, CA 92236

GRID ALTERNATIVES INLAND EMPIRE, INC.
a Delaware nonprofit corporation

By:

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

Name:

Jaime Alonso

Its:

Executive Director

Dated:

October 21, 2024

Address:

2100 Atlanta Avenue

Riverside, CA 92507

ARTECO PARTNERS
a company that focuses on supporting arts and community-focused projects

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

Address: 191 West 4th Street
Pomona, CA 91766

SOUTHERN CALIFORNIA MOUNTAINS FOUNDATION
a California public benefit nonprofit corporation

By:



Name:

Stacy Gorin

Its:

Executive Officer

Dated:

October 21, 2024

Address:

1355 West 26th Street

San Bernardino, CA 92405

ORANGE COUNTY EMPIRE SMALL BUISNESS DEVELOPMENT CENTER NETWORK
a California nonprofit organization

By: _____

Name: Joaquin Tijerina

Its: Director, Coachella Valley SBCD

Dated: _____

Address: 1121 N State College Blvd

Fullerton, CA 92831

HIDDEN HARVEST
a California nonprofit organization

By:

Name:

Christy Porter

Its:

Executive Director

Dated:

Address:

85-711 Peter Rabbit Ln

Coachella, CA 92236

THE LATINO EQUITY ADVOCACY AND POLICY INSTITUTE
a California nonprofit corporation

By:



Name:

Reynaldo Leon

Its:

Executive Director

Dated:

October 21, 2024

Address:

1515 E Divisadero Street, Suite #108

Fresno, CA 93721

RAICES CULTURA
a California public benefit nonprofit organization

By: _____
Name: Marnie Navarro
Its: Executive Director
Dated: October 21, 2024

Address: 1536 7th Street
Coachella, CA 92236

TODEC LEGAL CENTER, PARRIS
a California nonprofit organization

By: _____
Name: _____
Its: _____
Dated: _____
 October 21, 2024

Address: _____
 234 S D St

 Parris, CA 92570

SARVADOYA INSTITUTE
a nonprofit organization

By:

Name:

Its:

Dated:

Address:

1196 S San Antonio Ave

Pomona, CA 91766

UNIVERSITY OF CALIFORNIA AT SAN DIEGO OFFICE OF INNOVATION
AND COMMERCIALIZATION
a California nonprofit corporation

By:

Name:

Its:

Dated:

Address:

10300 North Torrey Pines Road (Third Floor)

La Jolla, CA 92037

RIVERSIDE COUNTY EMERGENCY MANAGEMENT SERVICES
a California nonprofit corporation

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

Address: 450 E Alessandro Blvd
 Riverside, CA 92508

RIVERSIDE LATINO COMMISSION ON ALCOHOL & DRUG ABUSE
SERVICES, INC
a California nonprofit organization

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

Address: 1612 First Street
 Coachella, CA 92236

RIVERSIDE UNIVERSITY HEALTH
a California nonprofit organization

<u>By:</u>	
<u>Name:</u>	
<u>Its:</u>	
<u>Dated:</u>	
<u>Address:</u>	47-923 Oasis St
	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:

October 21, 2024

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 Community Resilience Center



EXHIBIT "B"

COACHELLA COMMUNITY RESILIENCE CENTER

Collaborative Stakeholder Structure
Organizational Framework

