

**TRANSFORMATIVE CLIMATE COMMUNITIES SUBRECIPIENT AGREEMENT  
BETWEEN THE CITY OF FRESNO AND FRESNO METRO MINISTRY**

The City of Fresno, a California municipal corporation (Grantee or City) and FRESNO METRO MINISTRY, (Partner) enter into this TRANSFORMATIVE CLIMATE COMMUNITIES (TCC) SUBRECIPIENT AGREEMENT (Agreement) effective the \_\_\_\_\_ day of \_\_\_\_\_, 2021, regarding #17 St. Rest + Food to Share Hub: Healthy Food Rescue and Redistribution Hub (Project).

WHEREAS, the Strategic Growth Council (SGC) awarded grant funds to the City through an Implementation Grant Agreement (Grant Agreement) for the Transform Fresno Plan;

WHEREAS, the TCC Transform Fresno Plan subject to the Grant Agreement and this Agreement were approved by SGC on January 29, 2018;

WHEREAS, Partner's Project is included in the TCC Transform Fresno Plan; and

WHEREAS, pursuant to the terms of the Grant Agreement entered into on April 3, 2019 and TCC Program Guidelines, the SGC will grant to City, a sum not to exceed Sixty Six Million Five Hundred Thousand dollars (\$66,500,000) for the Transform Fresno Plan;

WHEREAS, SGC's contractual relationship is with the City, and not any of the City's Partners; and

WHEREAS, City has agreed to implement the entirety of the Budget and Schedule of Deliverables for the Transform Fresno Plan, and when applicable subrecipient agreements with a Partner for each Project, upon evidence of completion of environmental review pursuant to the requirements of the California Environmental Quality Act (CEQA); and

WHEREAS, the City's obligation to pay its Partners and Subcontractors is an independent obligation from SGC's obligation to pay City; and

WHEREAS, pursuant to the terms of the Grant Agreement, TCC Program Guidelines, and this Agreement, the City will reimburse Partner, a sum not to exceed ONE MILLION FOUR HUNDRED EIGHTY-EIGHT THOUSAND TWO HUNDRED AND EIGHTY DOLLARS (1,488,280) for the Project;

WHEREAS, this Agreement shall memorialize Partner's terms, conditions and obligations relating to the SGC's award of grant funds to the City for Partner's Project;

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

1. DEFINITIONS. AGREEMENT

- A. "AHSC" – The Affordable Housing and Sustainable Communities Program
- B. "Application" –Project application for funding, encompassing materials submitted during both application stages: Concept Proposal and Full Application
- C. "CARB Funding Guidelines" – The 2018 Funding Guidelines for Agencies that Administer California Climate Investments adopted by CARB to guide implementation of California Climate Investment programs
- D. "Grant Agreement"– Refers to the Grant Agreement between SGC and the City of Fresno.
- E. "TCC Guidelines" – TCC Program Guidelines adopted on August, 23 2017, and amendments adopted on October 23, 2017
- F. "AHSC Guidelines" – The 2016/2017 AHSC Final Guidelines adopted July 17, 2017, and amended August 14, 2017 and October 23, 2017
- G. "Project Area" – Area boundary for the Project, as identified in Exhibit S12
- H. "TCC MOU" – Memorandum of Understanding to be signed between Grantee and its Partners
- I. "TCC Program" – The Transformative Climate Communities Program
- J. "Project" – Project that will be implemented through this Agreement
- K. TCC Plan Components: " – Components included in the Transform Fresno Plan, as described in Exhibit S1:
  - i. "CCI Projects" – Projects that will be implemented with TCC grant funds through this Grant Agreement, and that are compliant with the California Climate Investment project types listed in Appendix D of the TCC Guidelines. These project types have approved GHG quantification methodologies.
  - ii. "Non-CCI Projects" – Projects that will be implemented with leverage funding and subject to this Grant Agreement.
  - iii. "Transformative Plans" – Term encompassing all four transformative plans: Displacement Avoidance, Community Engagement, Workforce Development, and Indicator Tracking.
- L. Time Periods within the Grant Term:
  - i. Project Completion Period

- a) Applies to all Project Components, with the exception of Indicator Tracking.
    - b) Up to five (5) years from the date that the Parties have signed the Grant Agreement, unless otherwise amended. All Project Components, with the exception of Indicator Tracking, must be completed during the Project Completion Period.
  - ii. Performance Period
    - a) May apply to CCI Projects only
    - b) Begins immediately after each CCI Project is completed, if applicable
    - c) Length of the Performance Period will vary for each applicable CCI Project and will be used to complete any additional required Indicator Tracking requirements.
    - d) Will extend no longer than March 31, 2026.
- M. Entities involved in the grant implementation process:
  - i. "CARB" – California Air Resources Board
  - ii. "Evaluation Technical Assistance" – Team hired by SGC to refine Grantee's Indicator Tracking Plans and assess the impact and benefits of the TCC Program
  - iii. "Grantee" – Entity responsible for leading the implementation of the Project; identified as Lead Applicant in the Application
  - iv. "Lead Entity" – Entity leading the implementation of a component of the Project; must be Grantee or a Partner
  - v. "OPR" – Office of Planning and Research
  - vi. "Parties" – City and Partner, collectively
  - vii. "Partner" – Entity supporting the implementation of the Project and identified as Co-applicant in the Application
  - viii. "SGC" – The Strategic Growth Council, but for the purposes of this agreement may be used interchangeably with the term State.
  - ix. "State" – State is the State of California and its officers, offices, employees, agents, servants and volunteers, including but not limited to SGC and any state agency with an oversight role over the funding or the Project.
  - x. "Subcontractors" – Third-parties hired by Partner

- xi. "Technical Assistance Staff" –Technical Assistance Staff with City reimbursed via a grant agreement with the Department of Conservation. Technical Assistance staff will work with Grantee during implementation of the Project

- 2. INCORPORATION. The TCC and AHSC Guidelines and all the attachments are hereby incorporated by reference into this Agreement as though fully set forth herein. As described in the TCC Guidelines, AHSC Project Components must conform to requirements of the AHSC Guidelines.

Partner understands this is a subrecipient agreement governed by the Grant Agreement, TCC Guidelines, and the SGC. Partner agrees to hold the City harmless in action arising out of TCC Program administration.

- 3. GRANT TERM. The grant term will commence on the date the Parties have signed the Agreement. City will notify Partner when work may begin. The grant term ends March 31, 2026, unless otherwise terminated or amended.

Partner's obligations under this Agreement shall be deemed discharged only once all terms of this Agreement are fulfilled. Partner will be subject to the Project Completion and Project Performance Periods as defined under this Agreement.

- 4. SCOPE OF WORK. Partner will be responsible for administering the Project in a manner satisfactory to City and consistent with any standards required as a condition of provided Grant Funds. Partner shall perform as set forth in Exhibit S1 attached hereto and incorporated by reference herein and make a part hereof.

Partner shall administer the Project for the term of this Agreement. When applicable and except as set forth in this Agreement, before Partner begins construction or undertakes any other work of improvements on the Property, Partner at its own cost and expense, will independently secure all land use and other entitlements, permits, and approvals that City or any other governmental agency with jurisdiction over the Project requires for construction of the Project.

Partner will diligently complete the Project according to the Budget and Schedule of Deliverables as set forth in Exhibit S1, or by any other date as the parties, and SGC, may agree. City will monitor the performance of Partner against goals and performance standards as stated above. Substandard performance, including Partner's inability or failure to perform or complete the Project in accordance with the Schedule of Deliverables, as determined by City or SGC will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by Partner within a reasonable amount of time, as determined by City or SGC, after being notified by City, termination procedures may be initiated.

5. AUTHORIZED SIGNATORIES.

At the time of execution, Partner will submit the Authorized Signatory Form that identifies the individual who is authorized to sign this Agreement and Project deliverables and related documents on behalf of Partner. Partner shall also provide verification of signature authority through a Board Resolution or other documentation acceptable to the City. Partner must also identify day-to-day contact by submitting the Designated Project Representative Form.

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

Partner must keep Authorized Signatory letters up to date and submit changes through email to the City at the subsequent bimonthly reporting due date. Authorized Signatory letters will be kept on file with the City for up to four years after the Performance Period.

6. SUBCONTRACTORS. City's contractual relationship is with Partner and not any of Partner's Subcontractors, as defined by this Agreement and the TCC MOU. City's obligation to pay Partner is an independent obligation from Partner's obligation to pay Subcontractors.

- A. Partner must abide by the TCC MOU. This includes abiding by the processes defined within the TCC MOU, including, but not limited to the legal and financial considerations, transparent decision-making processes, meeting facilitation procedures, and processes for involving community representatives in decision-making.
- B. Partner is entitled to make use of its own staff and Subcontractors, as identified in the TCC MOU and the Budget and Schedule of Deliverables, and will comply with its own competitive bidding and sole sourcing requirements for subcontracts that arise out of or in connection with this Agreement.
- C. Partner must manage, monitor, and accept responsibility for the performance of its own staff and Subcontractors, and conduct project activities and services consistent with professional standards for the industry and type of work being performed under this Agreement.
- D. Partner must notify City if Partner or Subcontractors are revoked, disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from the Project.

Nothing contained in this Agreement will create any contractual relationship between City and Subcontractors, and no subcontract will relieve Partner of its responsibilities and obligations under the terms of this Agreement. Partner agrees to be fully responsible to City for the acts and omissions of

Partner and Subcontractors, and of persons either directly or indirectly employed by them.

7. AMENDMENTS AND MODIFICATIONS. City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding Agreements, or for other reasons. If such amendments result in the change in the funding, scope of services, or schedule of the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both City and Partner. Any additional modification or amendment of the terms of this Agreement will be made in writing. No oral understanding or agreement not incorporated in the Agreement as a fully executed amendment is binding on any of the Parties.

Any request by Partner for a modification or amendment must explain the purpose of the request, how the request is consistent with the Guidelines and intent of the TCC Program, and the effect of not approving the request. All requests must include supporting documentation to validate the request. Requests to increase the overall grant amount or to significantly alter the deliverables of the TCC program will not be approved because of the competitive nature of the process that resulted in the award of the grant to the City.

A. Process for Modification and Amendment Requests:

- i. Deadlines for Requests:
  - a) Partner's modification requests must be submitted in writing to City at least 45 calendar days prior to when the modification will take effect. Modifications to Exhibit S1: Budget and Schedule of Deliverables may be made no more often than bimonthly.
  - b) Amendment requests must be submitted in writing to City at least 75 calendar days prior to when the amendment will take effect. New amendment requests will not be considered less than four months prior to the end of the Project Completion Period.
- ii. City shall submit modification and amendment requests to SGC wherein SGC will make a determination (i.e. approval or denial) about the request based on a timeline set forth in the Grant Agreement. SGC's response may include additional questions or notify the parties that additional time is required
- iii. Effective Date of Modification or Amendment:
  - a) If SGC approves the modification request in writing, the modification may take effect immediately after City notifies Partner.

- b) If SGC approves the amendment request, City will notify Partner and provide SGC's amendment to this Agreement. Amendment requests will take effect on the date the amendment is executed by all parties.
- c) If SGC rejects the request in writing, City will coordinate with Partner to file a Dispute as set forth herein.

B. Types of allowable Modifications and Amendments:

- i. Changes to the contractual parties:
  - a) Modification: changes to Partner's Authorized Signatories
  - b) Amendment: changes to Partners or terms in the TCC MOU or Agreement
- ii. Changes to the Budget and Schedule of Deliverables of any CCI Project and/or Transformative Plan:
  - a) Modification: changes to the descriptions of tasks in the Budget and Schedule of Deliverables (i.e. details regarding methods used to achieve deliverables).
  - b) Amendment: changes to deliverables in the Budget and Schedule of Deliverables
- iii. Reallocation of funds within the Budget and Schedule of Deliverables for a CCI Project and/or Transformative Plan:
  - a) Modification: less than 10 percent of funds moved between tasks
  - b) Amendment: more than 10 percent of funds moved between tasks
- iv. Changes to timelines
  - a) Modification: changes to deliverable due dates
  - b) Amendment: changes to a Project Completion Deadline. Due to the availability of funding, under no circumstances may the amended Project Completion Period extend beyond March 31, 2026.

8. CONDITIONS FOR BEGINNING WORK. For CCI Projects, Partner shall achieve readiness prior to beginning reimbursable work. Partner shall demonstrate readiness in accordance with Appendix D of the Guidelines and the Readiness Workbook submitted with the TCC Application, and when applicable, demonstrate site control of project sites.

All CCI Projects must achieve readiness within the first year of the grant term or will be deemed infeasible and ineligible for reimbursement, unless

SGC gives written approval to extend the timeline to meet the readiness requirements.

For projects with allowable pre-construction costs that can be spent prior to achieving readiness, the Partner shall meet readiness requirements for the construction phase of projects prior to beginning reimbursable construction work.

For the Low Carbon Transportation: Car Sharing and Mobility project type, all project sites must be identified and meet readiness requirements prior to beginning reimbursable work.

For projects with multiple project sites that will be secured during the Project Completion Period, the following readiness requirements will apply:

- A. Partner does not need to demonstrate site control and compliance on all project sites prior to beginning reimbursable work but shall achieve all other readiness requirements in accordance with Appendix D of the Guidelines and the Readiness Workbook submitted with the Application prior to beginning reimbursable work.
- B. Partner shall have site control and compliance on a project site from the appropriate governing agency or private property owner prior to beginning work on a project site.
- C. Partner shall demonstrate site control and compliance with all applicable laws in order for reimbursement for the work on a project site.

SGC has sole discretion to determine when the Partner demonstrates readiness for each CCI Project and may only begin reimbursable work for each CCI Project under this Agreement upon written notice from SGC.

The Transformative Plans will be finalized during the first quarter of the grant term. No reimbursement will be approved for plan implementation until SGC or City approve the revised plans and Partners may only begin reimbursable work upon written notice from SGC or the City.

9. REPORTING REQUIREMENTS.

- A. Partner's General Reporting Requirements:
  - i. All reports must be completed using templates attached to this Agreement or as otherwise provided by the City.
  - ii. The first reporting period will begin on the start date of the Grant Agreement.
  - iii. All reports must be submitted to the City on the due date specified in the Reporting Schedule. When the report submission due date falls on a weekend or state-recognized



holiday, reports will be due on the first business day that follows.

- iv. All reports must be signed by the Authorized Signatory or Designee on file.
- v. SGC and the City may request to verify reports through methods that include, but are not limited to: supporting documentation, site visits, conference calls or video conferencing.
- vi. Partner's failure to timely meet the reporting requirements may result in a delay in reimbursement.

B. Bimonthly Progress Reports:

- i. Partner must complete Bimonthly Progress Reports (Exhibit S6) using the template attached to the Agreement.
- ii. Partner must complete Bimonthly Progress Reports for the duration of the Project Completion Period.
- iii. Bimonthly Progress Reports must correspond with the Budget and Schedule of Deliverables described in the Agreement as well as the tasks outlined in the annual Detailed Work Plan and Budget for each CCI Project, Non-CCI Project, and Transformative Plan.
- iv. Partner must report on any readiness and compliance requirements fulfilled during the invoicing period. Partner must provide supporting documentation, as requested by the City.

C. Annual Reports:

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

- i. Annual Progress Report: Partner must complete Annual Progress Reports using the template that will be provided by the City.
- ii. Leverage Funding Report: Partner must submit Detailed Leverage Reporting forms using the template attached to the Agreement (Exhibit S7).
- iii. Detailed Work Plan and Budget: Partner must provide the annual detailed work plan and budget aligned with the Work Plan and Budget in the Agreement, and submit as a deliverable.
- iv. Equipment Inventory Record: Partner must maintain an inventory of all equipment acquired with CCI funds.

- v. Indicator Tracking Report: Partner must report annually on the tracked indicators described in the Indicator Tracking Tables attached to this Agreement (Exhibit S9).
- D. Project Completion Reports:
- i. Completion Report: Partner must submit a report at the completion of each individual CCI project using the template provided by the City.
  - ii. Partner must submit any supporting documentation required to demonstrate that projects are fully completed.
- E. Final Reports:
- i. Final Report: Partner must submit a final report at the end of the Performance Period using the template provided by the SGC.
  - ii. Leverage Funding Report: Partner must submit a detailed summary of the leverage funding spent using the template provided by the City.
  - iii. Equipment Inventory Record: Partner must submit an inventory of all equipment acquired with CCI funds using the template provided by the City.
- F. Annual until end of the performance period and Project Completion CARB and SGC Indicator Tracking Reports:
- i. Partner must revise and update GHG reductions estimates for the following scenarios:
    - a) CCI Projects for which there was insufficient information to estimate GHG emission reductions at the time of application must estimate the GHG emission reductions using applicable CARB quantification methodologies upon meeting the readiness requirements.
    - b) CCI Projects that change between the application and implementation stages in a way that would impact the estimated GHG emission reduction, must report an updated estimate.
    - c) CCI project types with a two-step approach to GHG emission reduction quantification, generally consumer-based incentive programs, must estimate GHG emission reductions again after implementation.
  - ii. Partner must track the following information for each CCI

Project for the duration of the grant term:

- a) Inputs to support calculations of GHG reductions
  - b) Co-benefit indicators
  - c) Project outcome information
  - d) Employment benefits and outcomes
- iii. Partner must track and report on all indicators incorporated into the Indicator Tracking Plan (Exhibit S9) finalized with the City and SGC and the Evaluation Technical Assistance during the Pre-Contract Consultation period until end of the performance period.

10. PAYMENT PROVISIONS.

A. Partner shall be paid on a reimbursement basis:

- i. Partner must invoice City before City submits an invoice to SGC. TCC funds will be issued to City, which will be responsible for dispersing payment to Partner. All invoices must be supported by adequate documentation evidencing the direct cost for which the Partner seeks reimbursement has been incurred.
- ii. City shall not pay Partner prior to receiving approval for invoices from SGC.
- iii. For CCI Projects, Community Engagement Plan, and Workforce Development Plan, Partner may only request reimbursement for eligible costs incurred during the Project Completion Period. Any work performed prior to the start date or after the end of the Performance Period will not be reimbursed.
- iv. During the Project Completion Period, Partner may request reimbursement for Grant Administration costs as well as costs for Implementing CCI Projects and Transformative Plans.

B. Eligible costs

Partner should refer to the TCC Guidelines including Appendices D, H, and I for eligible cost requirements. To the extent that the provisions of this Section may conflict with the TCC Guidelines, this Section takes precedent.

- i. Direct costs are costs directly tied to the implementation of the Project. Direct costs may include, but are not limited to: personnel, supplies, signs, or travel expenses directly tied to the implementation of the grant. Insurance premiums are only

- an eligible cost to the extent that the cost of coverage increased because of the award or project requirements.
- ii. Travel costs: Travel expenses directly related to the performance of this Agreement will be subject to the State of California travel reimbursement rates, in effect, during the term of this Agreement.
    - a) SGC will reimburse for actual expenditures, based on equivalent civil service classifications, up to the maximum state allowable rates in effect at the time of travel. The state rates are available for review at: <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. Incidental costs and travel costs outside the State of California will not be reimbursed. Tips and gratuities will not be reimbursed.
    - b) Partner shall maintain and submit for reimbursement for staff working on the project detailed travel records and supporting documents (e.g. travel request and approval forms, expense claims, invoices, receipts for lodging and transportation, etc.) showing the date and purpose of the grant-related travel, destination and, in the case of travel by automobile, the number of miles driven.
  - iii. Partner shall ensure travel costs are outlined in the Budget Detail Worksheet (Exhibit S5 1) which should be tied to tasks and deliverables in the Work Plan (Exhibit S1).
  - iv. Partner and any person traveling pursuant to this Agreement shall indemnify and hold harmless the City, Department and State of California for any liabilities resulting from such travel.
  - v. CCI Project-specific allowable costs are costs that are only allowed for certain CCI Projects. These direct costs are allowed for project implementation, and therefore may not be subject to the indirect cost restrictions below. These costs may still be subject to additional restrictions per Appendix D of the Guidelines and will not be reimbursed if incurred for other CCI Projects:
    - a) Operational costs are allowed under the following CCI Projects: Affordable Housing and Sustainable Communities, Low Carbon Transit Operations Program, Low Carbon Transportation, Urban Greening, Urban and Community Forestry, Organics, and Food Waste Prevention and Rescue.

- b) Pre-construction costs (such as design, engineering, permitting, and environmental assessment) are allowed under the following CCI Projects: Affordable Housing and Sustainable Communities, Low-Income Weatherization Program, Water-Energy Grant Program, Urban Greening, Urban and Community Forestry.
  - vi. Transformative Plan Allowable Costs are costs allowed for the implementation of the Community Engagement Plan and Workforce Development Plan:
    - a) Community engagement and outreach costs must be directly related to the implementation of the CCI Projects included in the Project, per Appendix H of the Guidelines. Community Engagement costs may account for no more than 8 % of the total grant award.
    - b) Workforce development, training, and education program costs must be for eligible job training programs per Appendix I of the Guidelines.
  - vii. Administrative costs are costs directly tied to the administration of the TCC grant, which include, but are not limited to: staff salaries and benefits, supplies, Indicator Tracking costs, and other resources used to administer the grant. Administration of the grant may include: activities required for coordinating the Grantee/Partner relationship, reporting, invoicing, etc. Administrative costs may account for no more than 10 % of the total grant award.
- C. Ineligible costs
  - i. Indirect costs are not eligible for reimbursement with TCC funds. Indirect costs are defined as expenses of doing business that are of a general nature and are incurred to benefit at least two or more functions within an organization. These costs are not directly tied to the grant but are necessary for the general operation of the organization. Examples of indirect costs may include, but are not limited to: salaries and benefits of employees not directly assigned to a project, but providing general support services such as personnel, business services, information technology, janitorial, and overhead such as rent, utilities, supplies, etc.

Under no circumstances will Partner seek reimbursement, nor be reimbursed or paid, for any cost that has been, or will be, paid through another funding source. Grant funds cannot finance any activities designed to supplant rather than supplement existing local

agency activities or activities with pre-existing designated funding. This cost supplantation prohibition does not apply to interim financing for housing loans.

- ii. Partner must not seek reimbursement for any interest accumulated in order to finance the project.
- iii. Partner will not use or allow the use of any portion of the Project, including real property, for mitigation without the prior written permission of SGC. Any practices that are required as mitigation or other mandated activities of any kind may not be financed by this grant program.

D. All costs must be reasonable, as defined below:

- i. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining reasonableness of a given cost, consideration must be given to:
  - a) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the entity or the proper and efficient performance of this Agreement.
  - b) The restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; federal, state, local, tribal, and other laws and regulations; and terms and conditions of this Agreement.
  - c) Market prices for comparable goods or services for the geographic area.
  - d) Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to its employees, the public at large, and the state.
  - e) Whether the cost significantly deviates from the acquiring entity's established practices and policies regarding the incurrence of costs.
- ii. SGC has the ultimate discretion to determine if a cost is reasonable. Any costs that do not meet the requirements above may not be reimbursed by the SGC. If necessary, City will coordinate with Partner to file a Dispute to contest SGC's determination.

E. Retention

- i. 5% of total requested amount for each CCI Project will be withheld with exception of Grant Administration costs, Community Engagement Plan, and Workforce Development Plan invoices, until SGC determines the requirements of that project have been fulfilled.

11. BIMONTHLY INVOICING. During the Project Completion Period, Partner will submit one email with the invoice package to the City on the Report Due Date listed in the Project Completion Period Reporting Schedule.

During the Performance Period, Partner will submit one email with the invoice package to the City on the Report Due Date listed in the CARB Indicator Reporting Schedule.

- A. Invoice Package - An invoice, supporting documentation, and the appropriate reporting materials are collectively referred to as the "invoice package."

- i. Invoice – Partner must use the invoice templates provided in this Agreement.
  - a) Expenses should be broken out at the task level.
  - b) Expenses under each task should be broken out by cost type.
  - c) Indicator Tracking costs, travel, and equipment should be clearly identified.
- ii. Supporting documentation – Partner must submit supporting documentation for all itemized costs. Documentation may include, but is not limited to: copies of purchase orders, receipts, subcontractor invoices, and timesheets. These items must contain sufficient information to establish that the specific service was rendered or purchase was made. Original supporting documentation is not required and should be retained by Partner.
  - a) Supporting documentation should be clearly labeled by task.
  - b) Supporting documentation does not need to be provided for administrative costs. However, Partner must maintain records of administrative costs to be made available upon request from the City or SGC.
  - c) Records documenting time spent performing the work must identify the individual, the date on which the work was performed, the specific grant-related activities or

objectives to which the individual's time was devoted, the hourly rate, and the amount of time spent.

- iii. Report(s) – Partner must submit the appropriate reporting materials described in Reporting Requirements, Section 9.
- B. Partner must submit the invoice package electronically by email only to the City. The invoice must be signed by the Authorized Signatory or Designee. By submitting the invoice package to the City, Partner certifies that all costs are eligible for reimbursement, that all work has been completed in accordance with the Grant requirements and that the invoice total reflects actual costs incurred.
  - i. SGC has the discretion to determine the sufficiency of work completed and completeness of an invoice package.
  - ii. If SGC determines an invoice package is complete and sufficient, SGC will notify City and approve the invoice. City will issue one check to Partner after the invoice is approved by SGC. Partner is responsible for dispersing payment to any Subcontractors.
- C. Invoice packages that do not meet the Grant requirements or terms of this Agreement, are incomplete, or have inaccuracies, will be returned to Partner for resubmittal within fifteen working days with an explanation of why it was not approved.
  - i. SGC may authorize partial payment of an invoice package and require Partner to resubmit the remaining portions in order to fix any inaccuracies or incomplete information.
  - ii. Partner must resubmit the amended invoice package (either partial or full) in the same manner as the original invoice within 5 working days after receiving the notification while addressing the identified concerns.
- D. If it is determined that Partner submitted false or materially inaccurate invoices, supporting document or components of the Application, any and all available remedies, including requesting reimbursement of already disbursed payments or termination of the Agreement may be imposed.
- E. Partner's final invoice for a CCI Project, when applicable, should include a request for reimbursement of the retention withheld throughout the Project Completion Period.

12. LEVERAGE FUNDING.

- A. Partner will report on the leverage funding expended in the Bimonthly Progress Report and Annual Detailed Leverage Reporting form. Partner must retain supporting documentation of leverage funding



that will be made available to the City or SGC upon request.

- B. Leverage funding must be spent within the Project Area and for the purposes of the Project.
  - C. Partner may report on the expenditure of leverage funding starting January 29, 2018, through the end of the Performance Period.
  - D. If leverage funding sources change during the grant term, Partner will notify the City at the subsequent bimonthly reporting due date.
    - i. Changes in leverage funding sources that impact the Budget and Schedule of Deliverables may require an amendment to the Agreement.
    - ii. Changes in leverage funding sources that impact the 50 percent eligibility requirement in the Guidelines and Application may require a remedy to be determined between City, Partner and SGC.
13. NON-CCI PROJECTS.
- A. Non-CCI projects must be completed by the end of the Performance Period and within the Project Area.
  - B. Partner must integrate Non-CCI projects into the Detailed Work Plan and Budget, to be finalized within the first quarter of the grant term and updated on an annual basis.
14. WORK OUTSIDE THE PROJECT AREA. SGC and the City disclaim any representations, express or implied, that any work outside the Project Area that was not approved as part of the Application is or will be funded by the TCC Program. Partner waives any claims against the City or SGC related to such work.
15. REPAYMENT OF FUNDS. If grant funds are not expended, or have not been expended in accordance with the Grant requirements or this Agreement; or if real or personal property acquired with grant funds is not being used, or has not been used for purposes in accordance with the Grant requirements or this Agreement; SGC has the sole discretion to take appropriate action, at law or in equity, including but not limited to:
- A. Requiring Partner to forfeit any unexpended portion of the grant funds, including but not limited to any retention withheld from invoices;
  - B. Requiring Partner to repay any funds improperly expended.
16. AVAILABILITY OF FUNDS. Sufficient funds for this Agreement have been made available by the Budget Act of 2016 (AB 1613). However, this Agreement is subject to any restriction, limitation, or condition enacted by

the Legislature, which may affect the provisions, terms, or funding of this contract in any manner.

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

17. REVENUE. All revenue generated as a part of any CCI Project or Transformative Plan must be used to further the Project to the extent reasonably possible.
18. MONITORING AND OVERSIGHT. Partner agrees that the City or SGC or its designated representative have the right to visit the project sites pertaining to any Project described in this Agreement. Project sites may include any public or participating private properties.
  - A. Once the Agreement is executed, the City may request a regularly occurring monthly phone call or in-person meeting with Partner's Grant Manager to discuss the Project. Partner must work with the City to accommodate monitoring requests.
  - B. The City or SGC retains the right to conduct site visits with the following minimum frequency:
    - i. Two times during the first two years of the grant term
    - ii. One time a year during the remaining years of the grant term
  - C. At the City or SGC's discretion, site visits may occur more frequently.
  - D. Partner agrees that the City, or the SGC or designated representative has the right to conduct a final inspection of completed CCI Projects, as determined by SGC. For construction projects, this may require certification by the appropriate registered professional (such as California Registered Civil Engineer or Geologist) that the project has been completed in accordance with final plans and specifications and any modifications. Partner must notify the City of the inspection date at least ten working days prior to the inspection in order to provide SGC or City the opportunity to participate.
19. RECORDKEEPING. Partner must establish an official file for the Project funded by this Agreement. The file must contain adequate documentation of all actions taken with respect to the Project, including copies of the Agreement, amendments and modifications, letters and email correspondences, financial records (including agreements and any associated documents with Subcontractors), required reports, and readiness and compliance documentation. The City and SGC reserve the right to audit Partner and all Subcontractor records for this project, as stated

below.

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

20. INDEMNIFICATION. To the furthest extent allowed by law including California Civil Code section 2782, PARTNER shall indemnify, hold harmless and defend STATE, CITY and each of their officers, officials, employees, agents, servants and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by STATE and CITY, PARTNER or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Contract. PARTNER'S obligations under the preceding sentence shall apply regardless of whether STATE, CITY or any of their officers, officials, employees, agents, servants or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of STATE, CITY or any of their officers, officials, employees, agents, servants or volunteers.

If PARTNER should subcontract all or any portion of the work to be performed under this Contract, PARTNER shall require each subcontractor to indemnify, hold harmless and defend STATE, CITY and each of its officers, officials, employees, agents, servants and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

21. INDEPENDENT CONTRACTOR. In furnishing the services provided for herein, Partner is acting solely as an independent contractor. Neither Partner, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of City for any purpose. City shall have no right to control or supervise or direct the manner or method by which Partner shall perform its work and functions. However, City shall retain the right to administer this Agreement so as to verify that

Partner is performing its obligations in accordance with the terms and conditions thereof.

This Agreement does not evidence a partnership or joint venture between Partner and City. Partner shall have no authority to bind City absent City's express written consent. Except to the extent otherwise provided in this Agreement, Partner shall bear its own costs and expenses in pursuit thereof.

Because of its status as an independent contractor, Partner and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to City's employees. Partner shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this agreement, Partner shall be solely responsible, indemnify, defend and save City harmless from all matters relating to employment and tax withholding for and payment of Partner's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in City employment benefits, entitlements, programs and/or funds offered employees of City whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, Partner may be providing services to others unrelated to City or to this Agreement.

22. INSURANCE. Partner must ensure the insurance policies set forth in Exhibit S2 are obtained and kept in force through the Project Completion Period for each project, with no lapses in coverage, that cover any acts or omissions of City, Partner, Subcontractors or employees engaged in carrying out any tasks specified in this Agreement.

(a) Throughout the life of this Agreement, the Partner shall pay for and maintain in full force and effect all insurance as required in Exhibit S2, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in Best's Insurance Rating Guide, or (ii) as may be authorized in writing by the City's Risk Manager or designee at any time and in his/her sole discretion. The required policies of insurance as stated in Exhibit S2 shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to the City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, Partner or any of its subcontractors/sub-consultants fail to maintain any required insurance in full force and effect, City may issue a Stop Work Order, until resolved, as described below, and all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to the Partner shall be withheld until notice is received by the City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to the City. Any failure to maintain the required insurance shall be sufficient cause for the City to terminate this Agreement. No action taken by the City pursuant to this section shall in any way relieve Partner of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by the City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by Partner shall not be deemed to release or diminish the liability of Partner, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify the City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Partner. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Partner, its principals, officers, agents, employees, persons under the supervision of Partner, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

(d) If Partner should subcontract all or any portion of the services to be performed under this Agreement, Partner shall require each subcontractor to provide insurance protection, as an additional insured, to the City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with Partner and the City prior to the commencement of any services by the subcontractor. Partner and any subcontractor shall establish additional insured status for the City, its officers, officials, employees, agents, and volunteers.

23. CALIFORNIA PUBLIC RECORDS ACT. Partner agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Agreement will be in the public domain to the extent to which release of such materials is required under the California Public Records Act (Cal. Gov't Code § 6250 *et seq.*). Partner may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Agreement, subject to appropriate acknowledgement of credit to the SGC for financial support as described in Section 41,

Publicity. Partner must not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The City and SGC have the right to use any data described in this paragraph for any public purpose.

24. AUDIT AND RECORD RETENTION. Partner must ensure adequate protection for all records, physical and electronic, from loss, damage, or destruction for possible audit(s). Partner agrees that the City, SGC or designated representative will have the right during normal business hours to review and to copy any records and supporting documentation pertaining to the performance of this Agreement and interview any employees who might reasonably have information related to such records.
- A. Partner and Subcontractors must maintain copies of project records four years after the Performance Period, unless a longer period of records retention is stipulated.
  - B. The City and SGC retain the right to conduct an audit each year during the grant term and up to four years after the Performance Period.
  - C. If required by the SGC, the City may require recovery of payment from Partner to, issue a Stop Work Order or terminate the Agreement, as warranted, based on an audit finding, or any other remedies available in law or equity.
25. COMPLIANCE. Partner must fully comply with all applicable federal, state and local laws, ordinances, regulations, plans, and design standards. Partner must secure any new permits or licenses required by authorities having jurisdiction over the Project Area, and maintain all presently required permits. Partner shall coordinate with the City to ensure that any applicable requirements of the California Environmental Quality Act are met in order to carry out the terms of this Agreement. Partner must promptly provide evidence of such compliance if requested by the City or the SGC.

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

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

Partner must ensure Subcontractors comply with all terms in this section with respect to the Project.

26. PREVAILING WAGE AND LABOR COMPLIANCE. Partner certifies that it

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

- A. Partner must ensure the following on “public work” activities under this Agreement:
  - i. Prevailing wages are paid;
  - ii. The project budget for labor reflects these prevailing wage requirements; 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.
- B. Partner must ensure that its Subcontractors, if any, also comply with prevailing wage requirements. Partner must ensure that all agreements with its Subcontractors to perform work related to the Project contain the above terms regarding payment of prevailing wages on public works projects.
- C. The Department of Industrial Relations (DIR) is the primary resource for consultation on the requirements of California prevailing wage law.
  - i. Partner can identify the rates for prevailing wage on the DIR website at <http://www.dir.ca.gov>. Partner may contact DIR for a list of covered trades and the applicable prevailing wage.
  - ii. If Partner is unsure whether the Project or individual projects receiving this award is a “public work” as defined in the California Labor Code, it may wish to seek a timely determination from the DIR or an appropriate court.
  - iii. If Partner has questions about this contractual requirement, recordkeeping, apprenticeship or other significant requirements of California prevailing wage law, it is recommended Partner consult DIR and/or a qualified labor attorney before accepting this grant award.

27. AMERICANS WITH DISABILITIES ACT. Partner certifies that itself, and its Subcontractors comply with the Americans with Disabilities Act (ADA) of

1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines pursuant to the ADA (42 U.S.C. 12101 et seq.).

28. DRUG-FREE WORKPLACE CERTIFICATION. Partner certifies that it will provide a drug-free workplace to employees of Partner and Subcontractors by taking the following actions:

A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.

B. Establish a drug-free awareness program to inform employees about:

- i. the dangers of drug abuse in the workplace;
- ii. the organization's policy of maintaining a drug-free workplace;
- iii. any available counseling, rehabilitation and employee assistance programs; and,
- iv. penalties that may be imposed upon employees for drug abuse violations.

C. Every employee who works on the Agreement must:

- i. receive a copy of the company's drug-free workplace policy statement; and,
- ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

30. SELF-DEALING AND ARM'S LENGTH TRANSACTIONS. All expenditures for which reimbursement pursuant to this 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 Partner or any employee or agent of Partner.



31. COMPUTER SOFTWARE. Partner must ensure that the appropriate systems and controls are in place so that funds under this Agreement will not be used for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
32. PERSONALLY IDENTIFIABLE INFORMATION. Information or data, including but not limited to all records and supporting documentation that personally identifies an individual or individuals is confidential in accordance with California Civil Code Sections 1798, *et seq.* and other relevant state or federal statutes and regulations. Partner must ensure that all such information or data that comes into possession under this Agreement is appropriately safeguarded in perpetuity, and must not release or publish any such information, data, or records.
33. OWNERSHIP.
  - A. Deliverables:
    - i. Partner hereby grants to the City and the SGC a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all materials it produces pursuant to this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on the City or SGC's behalf.
  - B. Equipment:
    - i. For any equipment purchased or built with funds that are reimbursable as a direct cost of the Project, Partner must be the sole owner on title. During the Project Completion Period, equipment must be dedicated to the described use in the same proportion and scope as in the Agreement, unless SGC agrees otherwise in writing. On completion or early termination of the Agreement, the equipment may be returned or authorized for the continued use of such equipment at the Project Area. In making that determination, the useful life of the equipment will be considered. Partner may be required to refund the fair market value of equipment that continues to have a usable life, but is no longer required for project implementation.
    - ii. Partner will assume all risk including cost for maintenance, repair, loss, destruction and damage to all equipment until disposition of equipment. SGC may, at its discretion, repair any damage or replace any lost or stolen items and deduct the cost from Partner's invoice, or require Partner to repair or replace any damaged, lost, or stolen equipment to the satisfaction of SGC with no expense to the SGC or City. 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]).

- iii. Partner must maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under this Agreement. The inventory record should include, but is not limited to:
  - a) Grant Number
  - b) Description of Equipment
  - c) Manufacturer Name
  - d) Model (if applicable)
  - e) Model Year (for vehicles only)
  - f) Serial Number, License Number or Vehicle Identification Number
  - g) Date Purchased
  - h) Purchase Order Number
  - i) Original Cost

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

- iv. Partner must use all equipment acquired only to provide service in the Project Area as it relates to this Agreement.
- v. The Equipment Inventory Record must be updated annually and upon request. See Reporting section for more information.

C. Vehicles:

- i. Partner must be the sole owner of all vehicles acquired as part of CCI Project, including but not limited to, bicycles, cars, buses, vans, rail passenger equipment. During the Project Completion Period, vehicles must be dedicated to the described use in the same proportion and scope as was in the Agreement, unless SGC agrees otherwise in writing.
- ii. Vehicles acquired must be maintained in a state of good repair and dedicated to that public transportation use for their full

useful life, which, for the purpose of this Agreement, will be determined in accordance with standard State of California 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 vehicles change to a use not in accordance with the Agreement, Partner may be required to reimburse the City for the fair market value.

D. Infrastructure:

- i. Partner 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 CCI Project must be free and clear of liens, conflicting easements, obstructions, and encumbrances. Any property acquisition by Partner must not involve eminent domain proceedings or threat of eminent domain proceedings. Partner must record deed restrictions on Project property, as applicable.
- ii. Partner or an appropriate public agency, as applicable, must be the sole owner of all rights of way, real and personal property, improvements and infrastructure funded under this Agreement. The foregoing sentence notwithstanding, dispersed improvements such as those made under the Low-Income Weatherization Program may be made on private real property. Each site acquired or improved upon with funding provided under this Agreement must remain permanently dedicated to the described use in the same proportion and scope as was in the Agreement, unless SGC agrees otherwise in writing. If the ownership or use of the property changes to a use not in accordance with the Agreement, Partner may be required to provide reimbursement.
- iii. Partner is obligated to continue operation and maintenance of the physical aspects of the CCI Project in accordance with the described use in the same proportion and scope as in the Agreement, unless SGC agrees otherwise in writing. Partner may be excused from its obligations for operation and maintenance of the Project site only upon written approval from SGC. The CCI 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.

E. Debt Security:

- i. Partner will not use or allow the use of any portion of real

property purchased solely with Project funds as security for any debt. This debt financing prohibition is not applicable to the AHSC Project Component.

34. NON-PERFORMANCE. SGC has sole discretion to determine if Partner is performing in accordance with this Agreement. Non-performance may be determined for an individual CCI Project, Transformative Plan, or the entire Transform Fresno Plan. Non-performance issues can include, but are not limited to: misuse of funding for ineligible expenses, inability to meet performance requirements or schedule milestones, failure to complete or failure to make a good faith effort to complete the Project as a whole or any Project components, and/or failure to comply with the terms of this Agreement.
- A. The City will notify Partner in writing if non-performance is determined, and will provide instructions and a timeline to rectify all cases of non-performance.
  - B. Partner must respond to a determination of non-performance within 15 calendar days by either a) acting on corrective actions, or b) disputing the findings in writing.
  - C. SGC, without waiver of other rights or remedies, may require Partner to re-perform any actions not in accordance with this Agreement. SGC may withhold any payments due to Partner until the individual project or Project is brought back into full compliance. Costs and expenses for these actions will be borne by the applicable Partner.
  - D. If Partner fails to correct any non-performance to SGC's satisfaction, SGC may elect to terminate the entire Grant Agreement or any part thereof. Partner may be liable for immediate repayment to SGC of all amounts disbursed by SGC for the individual CCI Project, Transformative Plan as applicable and only if non-performing. SGC may, at its sole discretion, examine the extent of Partner compliance for work partially completed and determine costs eligible for reimbursement. This paragraph will not be deemed to limit any other remedies available to SGC or City.
  - E. Upon termination by SGC, Partner must deliver all invoices, reports, and other deliverables required by this Agreement up to the time of termination. Partner must deliver all materials within 30 calendar days of the termination date.
35. DISPUTES. SGC has sole discretion to determine if an invoice, report, deliverable, or other supporting documentation is sufficient and complete, per the Agreement, TCC or AHSC Guidelines, CARB Funding Guidelines, and/or any other statutory requirement. All dispute, resolution, and appeal statements must be signed by the appropriate Authorized Signatory or Designee. City, Partner and relevant parties must attempt to negotiate a resolution before submitting a dispute.

- A. Partner will be notified in writing if any materials are determined to be insufficient or incomplete within five working days of receiving the materials.
    - i. Partner must respond in writing within five working days with either a) materials requested by the City or SGC, or b) a written statement disputing the City or SGC's findings. The dispute statement must contain a concise description of the dispute, along with any supporting documentation.
  - B. SGC will present a dispute resolution after receiving the dispute statement.
    - i. Partner has fifteen working days to appeal a dispute resolution. The appeal statement must contain a concise description of the appeal, along with any supporting documentation.
  - C. SGC will respond to the appeal statement after receiving dispute resolution appeal statement.
    - i. If Partner wants to further appeal a dispute resolution after undergoing both the dispute and appeal process, City will coordinate with Partner to submit a further appeal statement to the Government Claims Program at the Department of General Services, the final administrative forum for resolution of the dispute.
    - ii. During a dispute, Partner and any subcontractors must observe any Stop Work Orders put into effect until the dispute is resolved.
36. STOP WORK ORDER. SGC has the right to issue a Stop Work Order for a Project, Transformative Plan, or the entire Transform Fresno Plan and suspend payments. SGC reserves the right to issue a Stop Work Order if there is a breach in the leverage funding commitments that put components of the Transform Fresno Plan at risk of not being completed.
- A. Immediately upon receiving a Stop Work Order written notice, Partner must cease all work under the Project.
    - i. SGC may require remedial steps from Partner.
    - ii. Project may be terminated by means of an amendment.
  - B. Any costs incurred after the issuance of a Stop Work Order will not be reimbursed. Costs and expenses for these actions will be borne by Partner. Work may resume only upon written notification from the City that the Stop Work Order has ended or until the Project is terminated.

If Partner issues a Stop Work Order to any Subcontractors, Partner must notify the City within ten working days of issuing the order.

37. **TERMINATION FOR CONVENIENCE.** The City or SGC has the right to terminate this Agreement prior to the end of the grant term upon 30 calendar days of written notice. The written notice must specify the reason for early termination and may permit SGC or City to rectify any deficiency(ies) prior to the termination date.

A. Conditions of early termination:

- i. Upon any termination, Partner must deliver all invoices, reports, and other deliverables required by this Agreement up to the time of termination. Partner must deliver all materials within 60 calendar days of the termination date. Upon receipt of notice of Termination for Convenience, Partner shall immediately take action to ensure neither it nor any subcontractor incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities.
- ii. SGC will examine the extent of Partner compliance for work partially completed and reasonably determine costs eligible for reimbursement based on final invoices submitted and compliance with scope.

**The rights and remedies of the SGC and City provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.**

38. **HEALTH IMPACTS.** If the SGC has a reasonable concern about the public health impact of a Project Component, the SGC may require Partner to further study and mitigate the impact as directed by the SGC. Notwithstanding Section 10 of this Agreement, Partner 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.
39. **RECYCLED CONTENTS PRODUCTS.** Partner must certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision must specify that the cartridges so comply (Pub. Contract Code § 12205).
40. **ENVIRONMENTAL JUSTICE.** In the performance of this Agreement,

Partner 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.

41. PUBLICITY. Partner agrees to adhere to the TCC Press Kit provided by SGC.

- A. Branding: Partner is required to use the SGC and CCI names and/or logos for all publications, websites, signage, invitations, and other media-related and public-outreach products related to the TCC grant. All such materials must include the following standard language about the TCC Program and the California Climate Investments:

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

Any informational materials that include at least a paragraph of text should include the CCI language below. Please contact the TCC team with questions.

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

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

- B. Media: Partner must provide to City the name, phone number, and email address of Partner’s point of contact for all press inquiries and communications needs related to the Project. Partner is encouraged to distribute a press release for major milestones throughout the lifecycle of the grant. All press releases must be approved by the City prior to distribution and City must be alerted and invited to participate in any and all press conferences related to the grant.
- C. Signs: Partner shall place, or cause to be placed, signs on project construction sites stating that SGC is providing financing through the

TCC Program in an appropriate location(s), typeface and size containing the following message:

**TRANSFORM FRESNO**  
**THIS PROJECT HAS BEEN MADE POSSIBLE BY FINANCING FROM**  
**CALIFORNIA CLIMATE INVESTMENTS**  
**(FUNDED THROUGH THE GREENHOUSE GAS REDUCTION FUND)**  
**TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM**  
**THROUGH THE STRATEGIC GROWTH COUNCIL**

The sign shall be maintained in a prominent location visible and legible to the public. If the job sign includes the acknowledgment and/or logo of one or more other public lenders, the SGC acknowledgment and logo shall also be displayed in a similar size and layout. Copies of the SGC and Program logos can be obtained by contacting the City.

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

For projects with permanent infrastructure (e.g., AHSC, parks, transit stations, mobility hubs, EV charging stations, community gardens, bike lanes, pedestrian improvements), signage should be on durable materials for the life of the project. For projects with multiple sites or dispersed throughout the project area, such as the Low-Income Weatherization Program, or Urban and Community Forestry, signage must be posted on 10% of sites for the duration of the grant term. Signage should be of "lawn sign" quality for these disbursed sites.

Upon installation of the sign(s), Partner shall submit a digital photograph thereof to City to verify compliance with these signage requirements.

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

42. 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, Partner must provide a copy of the relocation plan.
43. UNION ORGANIZING. By signing this Agreement, Partner hereby acknowledges the applicability of Government Code Sections 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Agreement and hereby certifies that:



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

44. NOTICES. Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following contract representatives:

GRANTEE	PARTNER
City of Fresno	Fresno Metro Ministry
Attn: City Manager, Transform	Attn: Keith Bergthold,
Fresno	Executive Director
2600 Fresno Street, Executive Office	4270 N Blackstone Ave, #212
Fresno, CA 93721	Fresno, CA 93726

- 45. ASSIGNMENT. This Agreement is not assignable by Partner, either in whole or in part, without the consent of SGC in the form of a formal written amendment of this Agreement.
- 46. ATTORNEY FEES. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party will be entitled to recover from the other party its reasonable attorney's fees and legal expenses.
- 47. BINDING ON ALL SUCCESSORS AND ASSIGNS. Unless otherwise expressly provided in this Agreement, all the terms and provisions of this Agreement shall be binding on and inure to the benefit of the parties hereto, and their respective nominees, heirs, successors, assigns, and legal representatives.
- 48. COUNTERPARTS. This Agreement may be executed in counterparts, each of which when executed and delivered will be deemed an original, and all of which together will constitute one instrument. The execution of this Agreement by any party hereto will not become effective until counterparts hereof have been executed by all parties hereto.

49. CUMULATIVE REMEDIES. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity. All powers and remedies given by this Agreement shall be cumulative and in addition to those otherwise provided by law.
50. DOCUMENT SUBMISSION. All correspondence and documents must be submitted through e-mail and contain the Project number and Partner's name in the subject line.
51. EFFECTIVE DATE. This Agreement shall be effective upon the parties' complete execution following City Council approval.
52. ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement of the parties with respect to the subject matter hereof. This Agreement supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be modified or amended only by written instrument duly authorized and executed by the parties.
53. EXHIBITS. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.
54. EXPENSES INCURRED UPON EVENT OF DEFAULT. Partner shall reimburse City for all reasonable expenses and costs of collection and enforcement, including reasonable attorney's fees, incurred by City as a result of one or more Events of Default by City under this Agreement.
55. FORCE MAJEURE. Neither the City, nor Partner will be responsible hereunder for any delay, default, or nonperformance of this 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 SGC, City, Partner, Subcontractors, or vendors, and beyond the reasonable control of such party.
56. GOVERNING LAW AND VENUE. Except to the extent preempted by applicable federal law, the laws of the State of California shall govern all aspects of this Agreement, including execution, interpretation, performance, and enforcement. Venue for filing any action to enforce or interpret this Agreement will be Fresno County, California.
57. HEADINGS. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.
58. NO THIRD PARTY BENEFICIARY. The rights, interests, duties, and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the

interest of any third parties other than expressly identified herein. No subcontractor, mechanic, materialman, laborer, vendor, or other person hired or retained by Partner shall have any rights hereunder and shall look to Partner as their sole source of recovery if not paid. No third party may enter any claim or bring any such action against City under any circumstances. Except as provided by law, or as otherwise agreed to in writing between City and such person, each such person shall be deemed to have waived in writing all right to seek redress from City under any circumstances whatsoever. Partner shall include this paragraph in all contracts and subcontracts.

59. NON-RELIANCE. Partner hereby acknowledges having obtained such independent legal or other advice as it has deemed necessary and declares that in no manner has it relied on City, its agents, employees or attorneys in entering into this Agreement.
60. PRECEDENCE OF DOCUMENTS. The performance of this Agreement must be conducted in accordance with the following order of precedence: the enabling legislation for the TCC Program, Grant Agreement, TCC Guidelines, AHSC Guidelines and the Agreement.
61. QUALIFIED TO DO BUSINESS IN CALIFORNIA. When work under this Agreement is to be performed by a corporation, the corporation must be in good standing and currently qualified to do business in the state as defined in Revenue and Taxation Code Section 23101.
62. SEVERABILITY. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.
63. SURVIVAL. The following Sections survive the termination or expiration of the Agreement: 5, 17, 18, 19, 20, 21, 22, 23, 24, 32, 33, 55, 56, 58, 62, 63, 65.
64. TIMELINESS. Time is of the essence in this Agreement.
65. WAIVER. Partner waives any and all rights to any type of express or implied indemnity or right of contribution from the City, officers, agents or employees, for any liability arising from, growing out of, or in any way connected with this Agreement. Partner waives all claims and recourses against the City, 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 Agreement, except claims arising from the gross negligence and intentional misconduct of the City, its officers, agents, and employees.

Neither failure nor delay on the part of the City in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single

or partial exercise of any such right preclude any further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement or consent to any departure by the Partner therefrom shall be effective unless the same shall be in writing, signed on behalf of the City by a duly authorized officer thereof, and the same shall be effective only in the specific instance for which it is given. No notice to or demand on the Partner in any case shall entitle the Partner to any other or further notices or demands in similar or other circumstances, or constitute a waiver of any of the City's right to take other or further action in any circumstances without notice or demand.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the day and year first above written.

CITY OF FRESNO,  
A California municipal corporation

FRESNO METRO MINISTRY,

By: \_\_\_\_\_  
Thomas Esqueda,  
City Manager

By: <sup>DocuSigned by:</sup>  
*Keith Bergthold*  
A406346367FC44D...  
Name: Keith Bergthold

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

Title: Executive Director  
(If corporation or LLC., Board Chair,  
Pres. or Vice Pres.)

<sup>DocuSigned by:</sup>  
*Tracy Parvanian*      2/8/2021  
By: \_\_\_\_\_  
C20B3B38484F4C1...  
Tracy N. Parvanian      Date  
Senior Deputy City Attorney

<sup>DocuSigned by:</sup>  
*Chanel Ruiz-Mendez*  
By: \_\_\_\_\_  
64C45FC5A4ED4E8...  
Name: Chanel Ruiz-Mendez

ATTEST:  
YVONNE SPENCE, MMC CRM  
City Clerk

Title: Deputy Director  
(If corporation or LLC., CFO,  
Treasurer, Secretary or Assistant  
Secretary)

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

REVIEWED BY:  
\_\_\_\_\_

Addresses:  
CITY:  
City of Fresno  
Attention: City Manager's Office  
Transform Fresno  
Fresno City Hall  
2600 Fresno Street, Room 2084  
Fresno, CA 93721  
Phone: (559) 621-7913  
FAX: (559) 457-1541

PARTNER:  
FRESNO METRO MINISTRY  
Attention: Keith Bergthold  
Executive Director  
4270 N. Blackstone Ave, #212  
Fresno, CA 93726  
Phone: (559) 485-1416  
FAX: (559) 485-9109

**EXHIBITS:**

1. Exhibit S1: Scope of Work, Budget and Schedule of Deliverables
2. Exhibit S2: Insurance Requirements
3. Exhibit S3: Special Terms and Conditions
4. Exhibit S5: Partner Bimonthly Invoice Detail
5. Exhibit S6: Partner Bimonthly Progress Report
6. Exhibit S7: Detailed Leverage Funding Report
7. Exhibit S8: Reporting Schedule
8. Exhibit S9: Indicator Tracking Tables
9. Exhibit S10: Authorized Signatory Form
10. Exhibit S11: Designated Project Representative(s)
11. Exhibit S12: TCC Project Area Map
12. Exhibit S13: Annual Progress Report
13. Exhibit S14: Annual Equipment Inventory Report

**EXHIBIT S1: SCOPE OF WORK, BUDGET AND SCHEDULE OF DELIVERABLES**

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 1  
 City of Fresno  
 Grant Number: SGC18119

<b>Project # and Name:</b> 17 - St. Rest + Food to Share Hub: Healthy Food Rescue and Redistribution Hub		<b>Strategy:</b> Food Waste Prevention and Rescue		
<b>Lead Entity:</b> Fresno Metro Ministry				
<b>Project Description:</b> Establish the St. Rest + Food to Share HUB in Southwest Fresno, resulting in an annual recovery (after the hub is rehabilitated and constructed) of over 1 million pounds of nutritious food, that would otherwise be wasted, and distribute it to families experiencing food hardship and lack the financial means to purchase healthy food. This food rescue and distribution will reduce GHG emissions by 2.2 million pounds annually. The Hub will also be utilized to teach cooking and nutrition courses.				
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
<b>Task 1: Readiness</b>				
A: Execute agreements with Design & Construction teams	A: 1) Notice of final bid selections for Design & Construction projects 2) Final Equipment Schedule and Budget based on final designs	February 2021 - July 2021	\$ 108,983.57	\$ -
B: Establish a community- and resident-based Community Advisory Committee	B: Formation of a Community Advisory Committee (minimum 10 members): 1) Outreach materials disseminated to SW Fresno Churches, CBOs, and resident groups to populate the committee (announcements, flyers, etc.) 2) Committee protocols, roles, and responsibilities 3) Monthly meeting summaries (date/time/location, number of attendees, summary of outcomes)			



Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 1  
 City of Fresno  
 Grant Number: SGC18119

D: Acquire CEQA Notice of Exemption	D: CEQA Notice of Exemption			
E: Finalized Building Improvement Plans	E: Final Plans for Building Improvements and Construction			
F: Complete Entitlement Process and Permitting	F: Final permits for building improvements and construction			
G: Update food recovery and distribution tracking tools to match TCC Food Waste and Prevention Reporting Requirements	G: Sample food recovery and distribution report			
<b>Task 2: Complete Warehouse Hazard Mitigation, Rehab, and Improvement</b>				
A: Construction project management	A: Summary of construction project management meetings and tasks	2021 - 2022	\$393,948.34	\$ 604,002.35
B: Warehouse Mitigation and Construction Improvements	B: Documentation of final completed scope of work			
C: Completion and Occupancy certification	C: Documentation of Final Inspection and Certification for Occupancy and Operations			
<b>Task 3: Food to Share Program Planning and Coordination</b>				
A: Planning for Leadership, Management, and Food to Share Program Integration Planning at St. Rest Hub Project Site	A: Summary of planning and coordination meetings (dates/attendees/outcomes)	Subtasks A-B: 2021 - 2022 Subtask C-D: 2021 - 2024	\$60,612.84	\$0

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 1  
 City of Fresno  
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B: Install Storage Capacity	B: Documentation of installed kitchen equipment			
C: Coordinate with Fresno Unified School District Nutrition Center to add new schools to food recovery routes	C: 1) Summary of progress on adding new schools (through Progress Reports) 2) Updated school recovery routes identifying new school additions			
D: Add new food receiver organizations to the Food to Share network	D: Summary of 15 new food receiver organizations added to the Food to Share Network			
<b>Task 4: Operations</b>				
A: Food recovery, storage and distribution	A: Bimonthly reports demonstrating: 1) Pounds of food recovered and distributed weekly 2) Total food recovered and distributed to date with the following targets: i) 300 net tons (600,000 lbs) in Year 2 (Q3 2021 - Q2 2022) ii) 425 tons (850,000 lbs) in Year 3 iii) 775 net tons (1,550,000 lbs) in Year 4	2021 - End of Project Completion Period	\$801,218.90	\$0

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 1  
 City of Fresno  
 Grant Number: SGC18119

<p>B: Community Advisory Committee will conduct outreach to community members, churches, and resident groups along Elm Avenue</p>	<p>B: Conduct outreach on community engagement opportunities</p> <ol style="list-style-type: none"> <li>1) Programming calendar for the year</li> <li>2) Summary of recruitment activities (publicity materials, announcements, flyers, etc.)</li> </ol>			
<p>C: Host Cooking Matters Course Series</p>	<p>C: 1) For 15 Cooking Matters courses:</p> <ol style="list-style-type: none"> <li>i) Course Summary (date/time /location, number of attendees, summary)</li> <li>ii) Final Course Materials (curriculum, handouts)</li> <li>iii) Publicity Materials (announcements, photos)</li> </ol> <p>2) Summary of program participation for 150 residents enrolled in Cooking Matters courses (50 per year in Years 2-4)</p> <p>3) Summary of food behavior change tracking, including pre- and post-surveys</p>			

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 1  
 City of Fresno  
 Grant Number: SGC18119

D: Reporting on food recovery and distribution	D: Food Waste Prevention and Rescue reports as described in the TCC Round 1 Guidelines, Appendix D-13: 1) Initial Report 2) Annual Report 3) Annual Report (jobs) 4) Project Closeout Report 5) Phase 2 Reporting			
<b>Equipment</b>	TBD based on completion of Deliverable for Task 1A	Grant Execution Date – End of Project Completion Period	\$0.00	\$0
<b>Grant Administration</b>	Grant Administration activities (including indicator tracking) per the grant agreement and the Memorandum of Understanding	Grant Execution Date – End of Project Completion Period	\$123,516.35	\$0
<b>Project Total</b>			<b>\$ 1,488,280.00</b>	<b>\$ 604,002.35</b>

**EXHIBIT S2: INSURANCE REQUIREMENTS**

(a) Throughout the life of this Agreement, PARTNER shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to STATE OF CALIFORNIA (STATE), CITY OF FRESNO (CITY) and each of their officers, officials, employees, agents, servants and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, PARTNER or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to PARTNER shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve PARTNER of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by PARTNER shall not be deemed to release or diminish the liability of PARTNER, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify STATE and CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by PARTNER. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of PARTNER, vendors, suppliers, invitees, contractors, sub-contractors, consultants, or anyone employed directly or indirectly by any of them.

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO \*Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents and volunteers are to be listed as additional insureds.

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

**MINIMUM LIMITS OF INSURANCE**  
**EXHIBIT A**

PARTNER shall procure and maintain for the duration of the contract insurance with limits of liability not less than those set forth below. However, insurance limits available to STATE, CITY and each of their officers, officials, employees, agents, servants and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY**

- (i) \$1,000,000 per occurrence for bodily injury and property damage;
- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY**

\$1,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation Insurance as required by the State of California with statutory limits and EMPLOYER'S LIABILITY with limits of liability not less than:**

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

**UMBRELLA OR EXCESS INSURANCE**

In the event PARTNER purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the STATE, CITY and each of their officers, officials, employees, agents, servants and volunteers.

**DEDUCTIBLES AND SELF-INSURED RETENTIONS**

PARTNER shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and PARTNER shall also be responsible for payment of any self-insured retentions. Any self-insured retentions must be declared on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

- (i) The insurer shall reduce or eliminate such self-insured retentions as respects STATE, CITY and each of their officers, officials, employees, agents, servants and volunteers; or
- (ii) PARTNER shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall STATE or CITY be responsible for the payment of any deductibles or self-insured retentions.

### **OTHER INSURANCE PROVISIONS/ENDORSEMENTS**

- (i) All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice has been given to CITY, except ten (10) days for nonpayment of premium. PARTNER is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, PARTNER shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, PARTNER shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.
- (ii) The Commercial General and Automobile Liability insurance policies shall be written on an occurrence form.
- (iii) The Commercial General and Automobile Liability insurance policies shall be endorsed to name STATE, CITY and each of their officers, officials, employees, agents, servants and volunteers as an additional insured. PARTNER shall establish additional insured status for the STATE and CITY for all ongoing and completed operations under the Commercial General policy by use of ISO Forms or an executed manuscript insurance company endorsement providing additional insured status. The Commercial General endorsements must be as broad as that contained in ISO Forms: GC 20 10 11 85 or both CG 20 10 & CG 20 37.
- (iv) The Commercial General and Automobile Liability insurance shall contain, or be endorsed to contain, that the PARTNERS' insurance shall be primary to and require no contribution from the STATE and CITY. The Commercial General policy is required to include primary and non contributory coverage in favor of the STATE and CITY for both the ongoing and completed operations coverage. These coverages shall contain no special limitations on the scope of protection afforded to STATE, CITY and each of their officers, officials, employees, agents, servants and volunteers. If PARTNER maintains higher limits of liability than the minimums shown above, State and City requires and shall be entitled to coverage for the higher limits of liability maintained by PARTNER.
- (v) Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these polices will be twice the above stated limits.
- (vi) For any claims related to this Agreement, PARTNER'S insurance coverage shall be primary insurance with respect to the STATE, CITY and each of their officers, officials, employees, agents, servants and volunteers. Any insurance or self-insurance maintained

- by the STATE, CITY and each of their officers, officials, employees, agents, servants and volunteers shall be excess of the PARTNER'S insurance and shall not contribute with it.
- (vii) The Workers' Compensation insurance policy shall contain, or be endorsed to contain, a waiver of subrogation as to STATE, CITY and each of their officers, officials, employees, agents, servants and volunteers.
  - (viii) The Commercial General and Automobile Liability insurance policies shall contain, or be endorsed to contain, a waiver of subrogation as to STATE, CITY and each of their officers, officials, employees, agents, servants and volunteers.

**PROVIDING OF DOCUMENTS** - PARTNER shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required herein **All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences.** All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, PARTNER shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement. All subcontractors working under the direction of PARTNER shall also be required to provide all documents noted herein.

**CLAIMS-MADE POLICIES** - If any coverage required is written on a claims-made coverage form:

- (i) The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by PARTNER.
- (ii) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or termination of the Agreement, whichever first occurs.
- (iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement, or work commencement date, PARTNER must purchase "extended reporting" period coverage for a minimum of five (5) years after completion of the work or termination of the Agreement, whichever first occurs.
- (iv) A copy of the claims reporting requirements must be submitted to CITY for review.
- (v) These requirements shall survive expiration or termination of the Agreement.

**SUBCONTRACTOR**- If PARTNER subcontracts any or all of the services to be performed under this Agreement, PARTNER shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, PARTNER will be solely responsible for ensuring that it's subcontractor maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.



## **EXHIBIT S3: SPECIAL TERMS AND CONDITIONS**

### **PART 1 – Transformative Plans**

#### A. Community Engagement

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

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

Partner will report on community engagement related activities; and,

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

#### B. Displacement Avoidance

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

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

Partner will pursue strategies during grant implementation that will prevent against the displacement of existing small businesses in the TCC Project area; and

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

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

#### C. Workforce Development

The TCC Program Guidelines requires goals for workforce training, employment, and local business expansion for the TCC Project area;

Partner will conduct or oversee workforce development activities for the entirety of the TCC Project; and, Partner will report on workforce development related activities.

#### D. Indicator Tracking and Reporting Requirements

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

Partner may be required to re-estimate GHG emission reductions for each California Climate Investment (CCI) funded project using California Air Resources Board's (CARB) Greenhouse Gas Quantification Methodology for the Strategic Growth Council Transformative Climate Communities Program for Fiscal Year 2016-17;

Partner will indicate how each CCI and non-CCI Project satisfies criteria for being located within and benefitting disadvantaged and low-income communities and/or low-income households using the criteria specified, per the project type, in the Benefit Criteria Tables available at [www.arb.ca.gov/ci-resources](http://www.arb.ca.gov/ci-resources);

Partner will track and report indicators on an annual basis, at the point when the projects become operational, and at project closeout. Outcome reporting will be required until the end of the performance period. Reporting templates and Co-Benefit indicators are posted on the

CARB CCI Quantification, Benefits, and Reporting Materials webpage and CCI Co-benefit Assessment Methodology webpage, respectively; and,

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

Partner is required to track each indicator specified in the Indicator Tracking Tables (Exhibit S10), organized by CCI Project and Transformative Plan type. The following terms apply to Partner's tracking and reporting process.

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

**Data source:** Partner must track the indicators listed in Exhibit S10 using their direct access to the data needed to measure these indicators. In the tables, specific types of project documentation are suggested for tracking each indicator.

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

**Collaboration:** Partner must also help the Evaluator track additional indicators to complete their evaluations. These additional indicators will be determined during project implementation. For example, the Evaluator will design surveys with feedback from Partner; then Partner--through TCC project activities--may have the opportunity to distribute surveys to community members, and the Evaluator will analyze the survey results. The evaluators will work with Partners to stay within the budgeted time and resources for tracking indicators agreed upon signing the contract throughout the grant term and performance period.

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

**Designated liaison:** Partner will designate a point-of-contact (Exhibit S13) who can liaise with the Evaluator to fulfill the tracking and reporting requirements.

**Site-specific and additional details:** The Evaluator may provide Partner with a list of additional site-specific indicators to track if the projects or plans in these sites require indicators that deviate from or expand upon those detailed in Exhibit S10. The Evaluator will also provide a list of required inputs to any necessary estimator tools that will be used for the evaluation. If an indicator or input to a given tool is not relevant to Partner's particular project, Partner should report "N/A" for the indicator or input.

## **Part 2 – Project-Specific Terms and Conditions**

Partner certifies that it will adhere to the following requirements:

A. Low Carbon Transit Operations Program

*Zero-Emission Vehicle Projects*

Procured vehicles must support the system performance of the improved service lines as described in the Budget and Schedule of Deliverables throughout the Project Completion and Performance Periods.

Partner must provide the current and proposed service plan including routes, service frequency, and number of vehicles deployed on each route within 60 calendar days of Agreement execution. The Partner must quantify the planned number of additional vehicle miles to be operated by zero-emission vehicle (ZEV) buses compared against the baseline service level.

Partner must provide the existing schedules and proposed changes to the affected service lines at least 90 calendar days before initiating service. The service plans should include weekday, weekend, and special event services and maintain service frequency levels consistent with the Work Plan. The schedules should document efforts to coordinate service with other transit services.

B. Active Transportation Program

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

C. Low Carbon Transportation: Car Sharing and Mobility

*Vehicle and Equipment Specifications*

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

- i. May be purchased or leased (2-year minimum lease period).
- ii. May be new or used.
- iii. Must be a four passenger vehicle or more.
- iv. New vehicles must be eligible for the Clean Vehicle Rebate Project (CVRP) or the California Hybrid and Zero-Emission Truck and Bus Voucher Project (HVIP), but they cannot participate in those projects, i.e., they cannot receive rebates from CVRP2 or vouchers from HVIP3.
- v. Used vehicles that have participated in CVRP or HVIP and have fully complied with CVRP and HVIP requirements are eligible.
- vi. Must be registered in California.
- vii. No modifications to the vehicle's emissions control systems, hardware, software calibrations, or hybrid system (California Vehicle Code (CVC) Section 27156).
- viii. A chassis that has been modified with aftermarket parts or equipment to create a PHEV or zero-emission vehicle is not eligible.
- ix. Vehicle title cannot be salvaged (as defined in CVC Section 544).

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

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

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

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

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

#### *Program Requirements*

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

- i. Enroll all vehicle drivers, bicyclists, carpool/vanpool riders (non-driver participants), and subsidy recipients and ensure that they:
  - a. Complete an Initial Participant Survey upon enrollment.
  - b. Complete trip surveys and participate in research as requested by Partner.
  - c. Pay project fees to use the car sharing system, as determined by Partner.
- ii. Ensure enrolled vehicle drivers also meet the requirements below:
  - a. Possess a current driver's license.
  - b. Meet minimum requirements to drive a project vehicle as required by Partner and the insurance provider, to be developed in conjunction with SGC and City.
- iii. Ensure enrolled bicyclists satisfactorily complete a bicycle safety training program (as approved by SGC).
- iv. Participants become ineligible upon any of the following events:
  - a. Vehicle driver or bicycle rider participant becomes ineligible per terms of insurance.
  - b. Vehicle driver's license lapses or is revoked.
  - c. Vehicle or bicycle rider is determined to be an unsafe or impaired driver by the Partner.
  - d. Participant causes damage to a vehicle, bicycle, EVSE or other project property, at the discretion of Partner or SGC.
  - e. Non-payment of project fees to use the car sharing system, to participate in the project, or

to receive subsidies, as required by the Partner.

- f. Non-compliance with project requirements, at the discretion of SGC.

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

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

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

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

#### D. Low Income Weatherization

##### *Single-Family Residences*

- i. Single-family homes occupied by property owners are eligible for energy efficiency and Solar Photovoltaic (PV) installations. Single-family homes occupied by tenants are eligible for only energy efficiency installations.
- ii. Partner must have single-family property owners certify that they will not raise the rent of any property with energy efficiency and/or Solar PV installations for a period of two (2) years from the date of installation because of the increased value of the unit due solely to the installations provided (allowable factors for rent increase can include an actual increase in property taxes, actual cost of amortizing other improvements to the property accomplished after the date of work completed by the Partner and/or subcontractor, or actual increases in expenses of maintaining and operating this property). Additionally, the property owner must acknowledge and agree that the property is not for sale at the time of qualifying for the installations and will not be offered for sale or otherwise distributed or is not in foreclosure for at least sixty (60) calendar days following the completion of the installations.
- iii. Household income eligibility must be established at either 80 percent of the Area Median Income (AMI), or 80 percent of the State Median Income (SMI), whichever results in a higher allowable maximum income.
- iv. The following types of buildings will not be eligible for installations:
  - a. Buildings requiring significant environmental review, any mitigation, including mitigation of fire hazards or electrification and/or environmental decontamination triggering a deferral as defined in the Deferral Policy section;
  - b. New buildings or buildings rebuilt or remodeled or retrofitted to meet Title 24 standards (Part 6, of the California Code of Regulations) are not eligible for energy efficiency installations, but are eligible for Solar PV installations;

- c. Buildings that are structurally unsound or condemned;
- d. Buildings under a legal cloud or importuned by illegal activity;
- e. Buildings that have been modified under LIWP, the Low-Income Home Energy Assistance Program (LIHEAP) or Department of Energy (DOE) federal programs within the past four (4) years, do not qualify for energy efficiency measures, with the exception of assessment for and installation of Solar Water Heating, and may receive Solar PV, if qualified.
- v. Buildings that have received only LIWP-funded Solar PV may qualify for energy efficiency measures.
- vi. Each building must be assessed for suitability before proposed energy efficiency and/or Solar PV installations occur.
- vii. Property owners are responsible for certifying participation in any additional energy efficiency upgrade programs that have resulted in modifications to the identified buildings within the project.
- viii. All work performed must be in compliance with current and applicable provisions of the California Energy Commission Building Energy Efficiency Standards, Alterations under Title 24, Part 6, of the California Code of Regulations, California Home Energy Rating System (HERS) Program regulations. Standards within the current Uniform Building Code and local city and county codes should be adhered to.
- ix. Work provided to all covered pre-1978 buildings must be in compliance with current Environmental Protection Agency rules in 40 CFR 745 (Code of Federal Regulations), Lead-Based Paint Poisoning Prevention in Certain Residential Structures and the Housing and Urban Development rules in 24 CFR 35, as applicable to energy efficiency installations.

#### *Multi-Family Residences*

- i. Multi-family properties, deed restricted and/or subsidized properties must provide regulatory agreements with the applicable local agency showing compliance with the income eligibility requirements. For market rate properties, Partner must require the property owner or manager not to evict or commence any eviction proceeding against any tenant(s) of any qualifying unit in the building, except for cause and subject to all legal requirements and procedures for any such eviction and/or proceeding.
- ii. Partner must ensure that the property owner or manager certify that the rents for the qualified low- income units will not be increased for a period of two (2) years because of the energy efficiency and/or Solar PV installations and/or major capital improvements. Partner must also require the property owner or manager agree that any units which are designated as vacant as of the effective date of the installations, must be rented to or occupied by a household at an income level such that at least 66 percent of households residing at the property earn less than 80 percent AMI or 80 percent of SMI, whichever results in a higher allowable maximum income.
- iii. The following types of buildings will not be eligible:
  - a. Buildings requiring significant environmental review, any mitigation, including mitigation of fire hazards or electrification and/or environmental decontamination triggering a deferral as defined in the Deferral Policy section;
  - b. Buildings with significant energy efficiency upgrades installed within the previous five (5) years, unless energy savings goals can be attained at a reasonable cost through the implementation of additional measures;

- c. New buildings or buildings rebuilt or remodeled or retrofitted to meet Title 24 standards (Part 6, of the California Code of Regulations) are not eligible for energy efficiency installations, but are eligible for Solar PV installations;
- d. Buildings that are structurally unsound or condemned;
- e. Buildings likely to be sold as evidenced by position in the market and refinancing cycle;
- f. Buildings under a legal cloud or importuned by illegal activity;
- g. Property under single ownership, including closely held affiliates that, in the aggregate, total more than 1,000 units receiving energy efficiency and/or Solar PV installations.
- h. Buildings that have previously received LIWP-funded energy efficiency measures within the past four (4) years do not qualify for additional energy efficiency measures, with the exception of assessment for and installation of the following:
  - I. Solar Water Heating
  - II. Solar PV
- iv. Each building must be assessed for suitability before proposed energy efficiency and/or Solar PV installations occur.
- v. Property owners are responsible for certifying participation in any additional energy efficiency upgrade programs that have resulted in modifications to the identified buildings within the project.
- vi. All work performed must be in compliance with current and applicable provisions of the California Energy Commission Building Energy Efficiency Standards, Alterations under Title 24, Part 6, of the California Code of Regulations, California Home Energy Rating System (HERS) Program regulations. Standards within the current Uniform Building Code and local city and county codes should be adhered to.
- vii. Work provided to all covered pre-1978 buildings must be in compliance with current Environmental Protection Agency rules in 40 CFR 745 (Code of Federal Regulations), Lead-Based Paint Poisoning Prevention in Certain Residential Structures and the Housing and Urban Development rules in 24 CFR 35, as applicable to energy efficiency installations.

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

- i. Partner must keep records of project assessments, certifications, and compliance. Partner may refer to the Department of Community Services and Development's (CSD) Low-Income Weatherization Program (LIWP) standards and forms for examples of information to collect and record retention. Information collected must include, but is not limited to:
  - a. Intake forms with information including, but not limited to household income, household members, eligibility, and energy service currently used;
  - b. Property owner consent to receive energy efficiency and/or Solar PV installations;
  - c. Property owner certification to comply with Single-Family Residence and Multi-Family Residence requirements outlined above;
  - d. Confirmation that property owner has been informed of potential hazardous materials exposure during energy efficiency and/or Solar PV installations, as such hazards are identified;
  - e. Documentation that a building assessment has been completed (pre-and-post project

completion).

- f. Property owner confirmation that proposed energy efficiency and/or Solar PV installations were received and installed properly;
- g. Documentation showing why energy efficiency and/or Solar PV installations were deferred or denied, as applicable;
- h. Documentation of compliance with the Department of Public Health's Renovation, Repair, and Painting Rule (RRP) (40 Code of Federal Regulations 745), as applicable;
- i. Documentation of trainings taken by certified renovators (per RRP), as applicable.

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

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

*Deferral Policy for both Single- and Multi-Family Residences*

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



Housing and Community Development permit will not be granted.

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

E. Water Energy

All equipment must be certified Energy Star or equivalent products.

F. Urban Greening

If the project includes habitat restoration or landscaping, the plant palette must include native, low-water, and/or drought-resistant vegetation.

Partner must provide maintenance on all plants planted (including replacement) for at least three (3) years after project completion. Partner must also prepare and submit a plan for the long-term care for the plants.

G. Urban and Community Forestry

The Regional Urban Forester must approve the species list and map of tree planting area prior to beginning work.

Partner shall cause all trees planted (including replacement) to be maintained for at least three years after project completion. Partner must also prepare and submit a plan for the long-term care for the trees.

Any tree planting within the project must adhere to the CAL FIRE Guideline Specifications for Selecting, Planting, and Early Care of Young Trees ("CAL FIRE"), available at [http://calfire.ca.gov/resource\\_mgt/downloads/CALFIRE\\_Nursery\\_Standards\\_and\\_Specs11\\_12.pdf](http://calfire.ca.gov/resource_mgt/downloads/CALFIRE_Nursery_Standards_and_Specs11_12.pdf). Trees requiring replacement per CAL FIRE must be made at the Partner's cost.

Projects may not use synthetic fertilizer. Organic fertilizers (e.g. compost, manure) may be used.

H. Organics and Food Waste Prevention and Rescue Projects must be located in California and result in:

- i. Reductions in GHG emissions compared to existing practice of landfilling of California-generated green or food materials (for organics), or the production, processing, packaging, distribution, and landfilling of California-generated food materials (for food waste prevention and rescue); and

- i. Increases in quantity (tons) of California-generated green materials, or food materials, newly diverted from landfill disposal or ADC use, and composted or digested (for organics), or increases in quantity (tons) of California-generated food materials, newly diverted from landfill and prevented or rescued from disposal (for food waste prevention and rescue).

For the purpose of this program, “newly diverted” means the tons of materials that are currently being landfilled that will instead be diverted as a result of this project.

**EXHIBIT S5: PARTNER BIMONTHLY INVOICE REPORT**

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

Lead Entities must complete the Invoice Detail for each CCI Project, Community Engagement, and Workforce Development

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

TASK	Cost Description	Amount	Supporting Documentation/Page #
1			
	Subtotal	\$ -	
2			
	Subtotal	\$ -	
3			
	Subtotal	\$ -	
4			
	Subtotal	\$ -	
Travel			
	Subtotal	\$ -	
Equipment			
	Subtotal	\$ -	
Grant Administration			
	Subtotal	\$ -	
<b>SUBTOTAL FOR THIS PERIOD</b>		<b>\$ -</b>	

**Transformative Climate Communities Program  
Round 1 Implementation Grant – Bimonthly Progress Report**

*Updated July 29, 2020*

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

1. Summarize the work completed during reporting period.

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



## TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM – ROUND 1

## GRANT AGREEMENT – REPORTING SCHEDULE

## REVISION FOR CITY OF FRESNO GRANTEES – JULY 10, 2019 FINAL

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

The Final Report must be submitted at the end of the Project Completion Period, which may extend up to five years from the grant execution date. If all Projects have been completed and the Grantee has fulfilled all requirements for the Project Completion Period, the Final Report may be submitted prior to May 2024.

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

PROJECT COMPLETION PERIOD REPORTS					
REPORTING PERIOD		BIMONTHLY PROGRESS REPORT	ANNUAL REPORTS (Progress, Indicators, Leverage Funding, Equipment Inventory)	DETAILED WORK PLAN AND BUDGET	DUE DATE
START	END				
Grant Execution	April 30, 2019	X			May 10, 2019
May 1, 2019	June 30, 2019	X		X – First quarter or 30 days after each Partner's pass through agreement with the City of Fresno is executed	July 12, 2019
July 1, 2019	August 30 2019	X	X (Covers Grant Execution through June 30, 2019)		September 13, 2019
September 1, 2019	October 30, 2019	X			November 8, 2019
November 1, 2019	December 31, 2019	X			January 10, 2020
January 1, 2020	February 29, 2020	X			March 13, 2020
March 1, 2020	April 30, 2020	X			May 8, 2020
May 1, 2020	June 30, 2020	X			July 10, 2020
July 1, 2020	August 30, 2020	X	X (Covers July 1, 2019 – June 30, 2020)	X	September 11, 2020
September 1, 2020	October 30, 2020	X			November 13, 2020
November 1, 2020	December 31, 2020	X			January 8, 2021

## TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM – ROUND 1

PROJECT COMPLETION PERIOD REPORTS					
REPORTING PERIOD		BIMONTHLY PROGRESS REPORT	ANNUAL REPORTS (Progress, Indicators, Leverage Funding, Equipment Inventory)	DETAILED WORK PLAN AND BUDGET	DUE DATE
START	END				
January 1, 2021	February 28, 2021	X			March 12, 2021
March 1, 2021	April 30, 2021	X			May 14, 2021
May 1, 2021	June 30, 2021	X			July 9, 2021
July 1, 2021	August 30, 2021	X	X (Covers July 1, 2020 – June 30, 2021)	X	September 10, 2021
September 1, 2021	October 30, 2021	X			November 12, 2021
November 1, 2021	December 31, 2021	X			January 14, 2022
January 1, 2022	February 28, 2022	X			March 11, 2022
March 1, 2022	April 30, 2022	X			May 13, 2022
May 1, 2022	June 30, 2022	X			July 8, 2022
July 1, 2022	August 30, 2022	X	X (Covers July 1, 2021 – June 30, 2022)	X	September 9, 2022
September 1, 2022	October 30, 2022	X			November 11, 2022
November 1, 2022	December 31, 2022	X			January 13, 2023
January 1, 2023	February 28, 2023	X			March 10, 2023
March 1, 2023	April 30, 2023	X			May 12, 2023
May 1, 2023	June 30, 2023	X			July 14, 2023
July 1, 2023	August 30, 2023	X	X (Covers July 1, 2022 – June 30, 2023)	X	September 8, 2023
September 1, 2023	October 30, 2023	X			November 10, 2023
November 1, 2023	December 31, 2023	X			January 12, 2024
January 1, 2024	February 28, 2024	X			March 8, 2024
March 1, 2024	April 30, 2024	X	X (Covers July 1, 2023 – End of Project Completion Period)	N/A	May 10, 2024
			FINAL REPORT		

## TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM – ROUND 1

PROJECT COMPLETION AND PERFORMANCE PERIOD REPORTS					
REPORTING PERIOD		BIMONTHLY PROGRESS REPORT	ANNUAL REPORTS (Progress, Indicators, Leverage Funding, Equipment Inventory)	DETAILED WORK PLAN AND BUDGET	DUE DATE
July 1, 2023	June 30, 2024		X (Annual Progress and Indicator Reports Only)	N/A	September 13, 2024
July 1, 2024	June 30, 2025		X (Annual Progress and Indicator Reports Only)	N/A	September 12, 2025
July 1, 2025	March 31, 2026 (End of Project Performance Period)		X (Annual Progress and Indicator Reports Only)	N/A	April 10, 2026



Project Type:	Food Waste Prevention and Rescue Program (FWPRP)
Project Name:	St. Rest + Food to Share Hub - The Hub Building
Form Date:	
Reporting Period Start Date*:	7.01.2019
Reporting Period End Date*:	6.30.2020
Completed By (Name, Partner Organization):	
Contact Email:	

\* Report only what has been accomplished this particular reporting period (i.e., non cumulative numbers)

Outputs - Basis for Process Evaluation							
Scale	Indicator	Specific Metric	Metric Subcategory	Value [0= Not yet completed; N/A = Not applicable for this project]	Data Source Description	Data Source Examples	Notes (Optional)
All sites	Number of new food distribution facilities in production (by location)	Same as indicator	Location 1: TBD			Building plans	
			Location 2: TBD			Building plans	
			Location 3: TBD			Building plans	
All sites	Number of new food processing facilities in production (by location)	Same as indicator	Location 1: TBD			Building plans	
			Location 2: TBD			Building plans	
			Location 3: TBD			Building plans	
All sites	Number of new organics recycling facilities (by location)	Same as indicator	Location 1: TBD			Building plans	
			Location 2: TBD			Building plans	
			Location 3: TBD			Building plans	
All sites	Number of training events on food waste prevention and rescue	Same as indicator	N/A			Agendas	
All sites	Number of training events on organics recycling	Same as indicator	N/A			Agendas	
All sites	Number of businesses trained in food waste prevention/rescue	Same as indicator	N/A			Sign-in sheets	
All sites	Number of businesses trained in organics recycling	Same as indicator	N/A			Sign-in sheets	
All sites	Number of residents trained in food waste of prevention/rescue	Same as indicator	N/A			Sign-in sheets	
All sites	Number of residents trained in food waste recycling	Same as indicator	N/A			Sign-in sheets	
All sites	Number of residents trained in organics recycling	Same as indicator	N/A			Sign-in sheets	
Fresno	Equipment purchased for TCC site (by type)	Same as indicator	Equipment type 1: TBD			Invoices	Equipment example: refrigerator
			Equipment type 2: TBD			Invoices	Equipment example: freezer
			Equipment type 3: TBD			Invoices	Equipment example: kitchen appliances
			Equipment type 4: TBD			Invoices	Equipment example: delivery vehicles
Fresno	Number of hunger programs contacted about distributing rescued food	Same as indicator	N/A			Mailing lists	
Fresno	Number of hunger programs committed to distributing rescued food	Same as indicator	N/A			Letters of support	
Fresno	Sales volume of rescued produce by crop type (lbs)	Same as indicator	Crop type 1: TBD			Sales receipts	
			Crop type 2: TBD			Sales receipts	
			Crop type 3: TBD			Sales receipts	
Fresno	Sales revenue of rescued produce by crop type (dollars)	Same as indicator	Crop type 1: TBD			Sales receipts	
			Crop type 2: TBD			Sales receipts	
			Crop type 3: TBD			Sales receipts	
Fresno	Sales volume of value-added products by product type (lbs)	Same as indicator	Product type 1: TBD			Sales receipts	
			Product type 2: TBD			Sales receipts	
			Product type 3: TBD			Sales receipts	
Fresno	Sales revenue of value-added products by product type (dollars)	Same as indicator	Product type 1: TBD			Sales receipts	
			Product type 2: TBD			Sales receipts	
			Product type 3: TBD			Sales receipts	
Fresno	Cooking Matters courses	Number of Cooking Matters courses conducted	N/A			Event agendas	
		Number of residents invited to Cooking Matters courses	N/A			Mailing lists	
		Number of residents participating in Cooking Matters courses	N/A			Sign-in sheets	
Fresno	Number of food behavior surveys administered	Same as indicator	N/A			Completed surveys	
Intermediate Outcomes - Basis for Outcome Evaluation							
Outcomes from FWPRP Workplan							

Scale	Indicator	Specific Metric	Metric Subcategory	Value [0= Not yet completed; N/A = Not applicable for this project]	Data Source Description	Data Source Examples	Notes (Optional)
All sites	Material diverted from landfills (tons)	Actual material diverted from landfills (tons) by feedstock category/composition ■	N/A			Delivery documentation (e.g., weight receipts from certified scales, tonnage reports from haulers) or operational logs	
All sites	Source reduction in food waste (tons)	Actual source reduction in food waste (tons) from prevention activities	N/A			Prevention tracking documentation (e.g., plate waste audit)	
All sites	Edible food rescued and donated (short tons/year)	Actual edible food rescued and donated (short tons/year)	N/A			Delivery documentation (e.g., weight receipts from certified scales, tonnage reports from haulers)	
All sites	Renewable transportation fuel generation (gallons)	Actual renewable transportation fuel generation (gallons)	N/A			Metered data, sales receipts, or operational logs	
All sites	Renewable energy generation (kWh)	Actual renewable energy generation (kWh) from biomass	N/A			Metered data, sales receipts, or operational logs	
All sites	Renewable energy generation (scf)	Actual renewable energy generation (scf)	N/A			Metered data, sales receipts, or operational logs	
All sites	Diverted organic material sent for composting (short tons/year)	Diverted organic material sent for composting (short tons/year) by feedstock category/composition ■	N/A			Delivery documentation (e.g., weight receipts from certified scales, tonnage reports from haulers) or operational logs	
All sites	Compost produced (short tons/year)	Compost produced (short tons/year)	N/A			Operations data maintained by composting facilities (e.g., sales receipts)	
All sites	Waste Digested (tons)	Waste Digested (tons)	N/A			Delivery documentation (e.g., weight receipts from certified scales, tonnage reports from haulers) or operational logs	
All sites	Residual material landfilled or used as alternative daily cover	Residual material landfilled or used as alternative daily cover (tons)	N/A			Delivery documentation (e.g., weight receipts from certified scales, tonnage reports from haulers) or operational logs	
<b>Outcomes from Community Engagement</b>							
All sites	People directly served by the FWPRP project	Total number of people directly served by FWPRP project	N/A			Project level registration lists	
All sites	Volunteers who participated in FWPRP project implementation	Total number of volunteers who participated in FWPRP project implementation	N/A			Volunteer sign-in sheets	
All sites	People who provided commentary or input on FWPRP project implementation	Total number of people who provided commentary or input on FWPRP project implementation	N/A			Meeting minutes, written comments, etc.	

■ For the various feedstock categories that should be tracked, see Table 1 in the FY 2015-16 and FY 2016-17 Greenhouse Gas Quantification Methodology for the California Department of Resources Recycling and Recovery Waste Diversion Grant and Loan Program.

**EXHIBIT S10: AUTHORIZED SIGNATORY FORM**

**AUTHORIZED SIGNATORY FORM**

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

---

**Partner Authorized Signatory:**

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

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

*Please attach a copy of the corresponding resolution, bylaws or authorizing document.*

**EXHIBIT S11: DESIGNATED PROJECT REPRESENTATIVE**

**DESIGNATED PROJECT REPRESENTATIVE FORM**

Please identify the Partner's day-to-day Project Representative(s):

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

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

**Phone Number:** \_\_\_\_\_

**Email:** \_\_\_\_\_

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

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

**Phone Number:** \_\_\_\_\_

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

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

**Phone Number:** \_\_\_\_\_

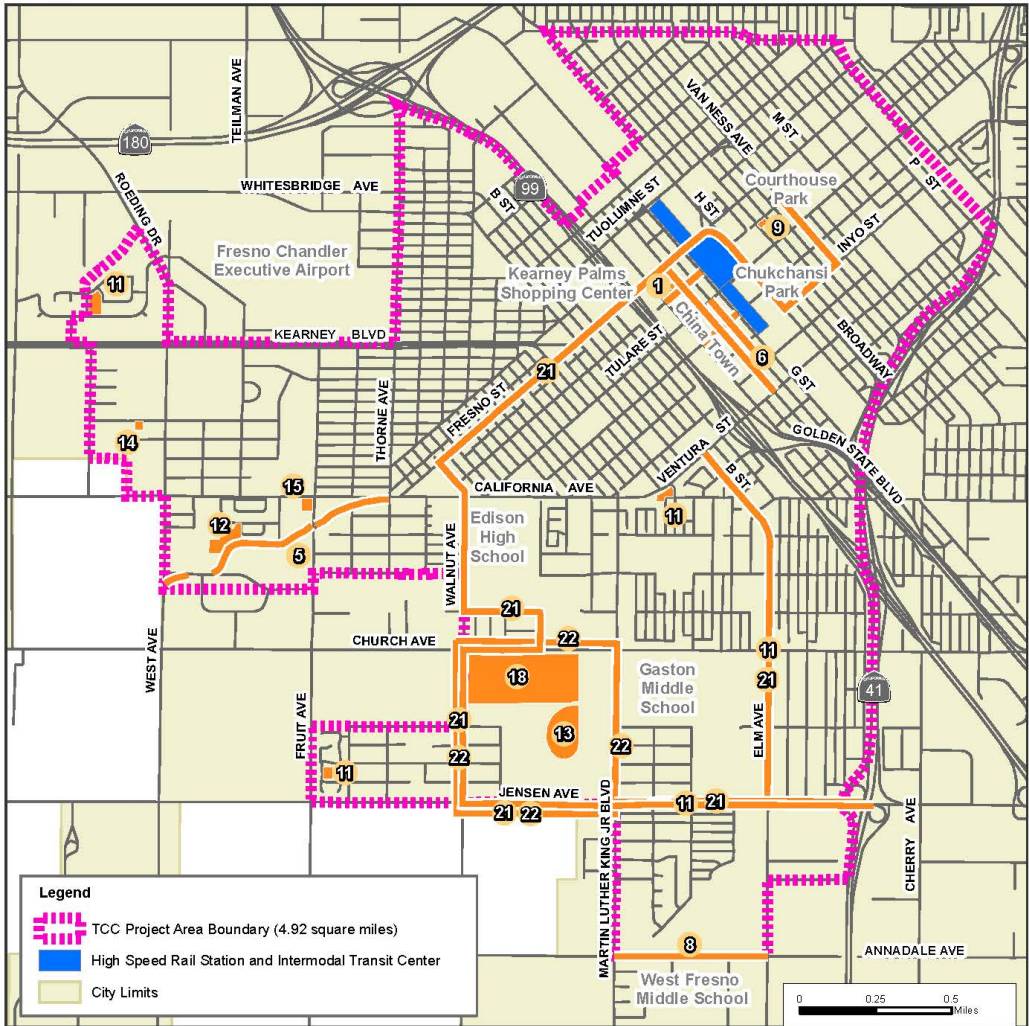
**Email:** \_\_\_\_\_

## EXHIBIT S12: TCC PROJECT AREA MAP



# Transform Fresno Plan Projects

October 2019



Disclaimer: This map is believed to be an accurate representation of the City of Fresno GIS data, however we make no warranties either expressed or implied for correctness of this data.

- 01 - Chinatown Housing Project
- 05 - Southwest Fresno Trail
- 06 - Chinatown Urban Greening- Pedestrian Pathways, Lighting and Tree Planting
- 08 - Annadale Mode Shift
- 09 - Mariposa Plaza
- 11 - Southwest Urban Forest Expansion-Tree Planting
- 12 - Yosemite Village Permaculture Community Garden and Urban Farm
- 13 - Park at MLK Magnet Core
- 14 - Inside Out Community Garden
- 15,16,17- Southwest Fresno Community Food Hub
- 18 - Fresno City College: West Fresno Satellite
- 21 - TCC Connector - Enhanced Bus Service
- 22 - Southwest Offsite Improvements

**The projects below do not have a specific location and are not depicted on the map.**

- 02 - EOC Partnership for Energy Savings and GHG Reductions in SW Fresno
- 03 - GRID Solar Collaborative Single-Family Partnership
- 04 - GRID Solar Collaborative Multi-Family Partnership
- 07 - Clean Shared Mobility Network
- 19 - Chinatown Property Based Improvement District
- 20 - EOC Partnership for Energy Savings and GHG Reductions in SW Fresno:
  - EFMP Plus-Up Vehicle Replacement and Incentives
  - WDP - Workforce Development Truck Driver Training
  - WDP - Workforce Development Welding Training

**EXHIBIT S13: ANNUAL PROGRESS REPORT**

<b>Transformative Climate Communities Program Implementation Grant – Annual Progress Report Updated June 27, 2019</b>			
Grantee:		Grant Number:	
TCC Project Name:			Round #:
Period #:	Reporting Period: [Start Date] to [End Date]		
Authorized Signatory: [Name]		[Position]	
<p>By my signature below, I certify that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this invoice for reimbursement, and any accompanying supporting documents, for the above-mentioned Program are true and correct to the best of my knowledge, and all disbursements have been made for the purposes and conditions as outlined in the Grant Agreement. By signing this progress report, I also certify the information provided in the following annual deliverables:</p> <ul style="list-style-type: none"> <li>• Annual Leverage Funding Report</li> <li>• Annual Equipment Inventory Record</li> <li>• Annual Detailed Budget and Work Plan</li> </ul>			
Signature:		Date:	

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

**Success Stories and Lessons Learned**

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

**Challenges and Areas for Improvement**

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

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

