

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022***Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*

Grant Number: SGCXXXXX, City of Stockton

**Contents**

EXHIBIT A – SCOPE OF WORK.....	1
PART 1 – Recitals .....	1
PART 2 – General Terms and Conditions.....	2
1. Definitions.....	2
2. Incorporation .....	4
3. Grant Term .....	4
4. Authorized Signatories.....	5
5. Partners and Subcontractors .....	5
6. Assignment.....	6
7. Document Submission .....	6
8. Timeliness .....	6
9. Amendments and Modifications.....	6
10. Conditions for Beginning Work.....	8
11. Reporting Requirements.....	10
12. Evaluation and Indicator Tracking Reporting.....	11
13. Payment Provisions.....	11
14. Invoicing.....	16
15. Leverage Funding.....	18
16. Stand-alone Leverage Projects.....	18
17. Work Outside the Project Area .....	18
18. Repayment of Funds .....	18
19. Availability of Funds .....	19
20. Revenue .....	19
21. Monitoring and Oversight.....	19
22. Recordkeeping .....	19
23. Records.....	20
24. Audit and Record Retention.....	20
25. Compliance.....	21
26. Insurance.....	21
27. Computer Software.....	22
28. Personally Identifiable Information .....	22
29. Ownership.....	22
30. Non-Performance.....	25
31. Disputes.....	25
32. Stop Work Order .....	26
33. Health Impacts .....	27
34. Termination for Convenience .....	27
35. Governing Law and Venue .....	27
36. Grantee Independence/Not an Agent of the State .....	27
37. Indemnification .....	28
38. Waiver.....	28
39. No Third-Party Beneficiaries .....	28
40. Force Majeure.....	28
41. Expatriate Corporations .....	28

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022***Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*

Grant Number: SGCXXXXX, City of Stockton

42.	Corporation Qualified to do Business in California .....	28
43.	Certificate of Compliance with Russia Sanctions .....	29
44.	Self-Dealing and Arm's Length Transactions.....	29
45.	Relocation .....	29
46.	Americans with Disabilities Act .....	29
47.	Non-discrimination Clause .....	29
48.	Drug-Free Workplace Certification .....	30
49.	Child Support Compliance Act .....	30
50.	Environmental Justice .....	31
51.	Union Organizing.....	31
52.	Prevailing Wages and Labor Compliance .....	31
53.	Publicity.....	32
54.	Right to Publish .....	33
55.	Copyrights .....	34
56.	Recycled Contents Products .....	34
57.	Severability.....	34
58.	Terms that Survive Grant Agreement .....	34
EXHIBIT B – BUDGET AND SCHEDULE OF DELIVERABLES .....		35
EXHIBIT C – SPECIAL TERMS AND CONDITIONS .....		83
PART 1 – Transformative Requirements .....		83
1.	Community Engagement.....	83
2.	Displacement Avoidance.....	83
3.	Workforce Development and Economic Opportunities .....	83
4.	Climate Adaptation and Resilience .....	84
5.	Indicator Tracking and Reporting.....	84
Part 2 – Project-Specific Terms and Conditions.....		86
1.	Active Transportation .....	86
2.	Transit and Rail Access .....	87
3.	Car Sharing and Mobility Enhancement .....	88
4.	Solar Installation, Energy Efficiency and Appliance Electrification .....	90
5.	Water Efficiency .....	96
6.	Urban Greening and Green Infrastructure .....	97
7.	Health and Well-Being .....	99
8.	Indoor Air Quality.....	101
EXHIBIT D – Attachments .....		103
Attachment D-1: TCC Project Area Map .....		104
Attachment D-2: Transformative Plan Summary .....		105
Attachment D-3: Invoicing and Reporting Templates .....		132
Attachment D-4: Reporting Schedule.....		143
Attachment D-5: Indicator Tracking Tables .....		145
Attachment D-6: Authorized Signatory Template .....		153
Attachment D-7: CalFire Urban Greening Standards .....		154
Attachment D-8: TCC Communications Kit .....		155
Attachment D-9: TCC Partnership Agreement .....		156
Attachment D-10: Certificate of Compliance with Russian Sanctions.....		157

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*

Grant Number: SGCXXXXX, City of Stockton

**EXHIBIT A – SCOPE OF WORK****PART 1 – Recitals**

WHEREAS, the purpose of this document is to memorialize the terms and conditions related to the California Strategic Growth Council's award of grant funds to the City of Stockton, the Grantee;

WHEREAS, the authority for this Implementation Grant Agreement is the Transformative Climate Communities (TCC) Program statute (Public Resources Code, Sections 75240 – 75243) and the TCC Program Guidelines, as approved for release on February 24, 2022;

WHEREAS, funds have been appropriated for the Transformative Climate Communities Program to the Strategic Growth Council through the Governor's Office of Planning and Research by the Budget Act of 2021 (SB 170);

WHEREAS, the TCC Project that is the subject of this Implementation Grant Agreement was approved by the Strategic Growth Council on October 27, 2022;

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

WHEREAS, the Strategic Growth Council will grant to Grantee, pursuant to the above authorization, a sum not to exceed 24,165,510 Dollars and zero Cents (\$24,165,510.00), upon and subject to the terms of this Implementation Grant Agreement and consistent with the terms of the TCC Program Guidelines;

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

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

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

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

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

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

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

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*

Grant Number: SGCXXXXX, City of Stockton

**PART 2 – General Terms and Conditions****1. Definitions**

- i. “AHSC” – The Affordable Housing and Sustainable Communities Program of the California Strategic Growth Council, incorporated into the TCC Equitable Housing and Neighborhood Development Strategy
- ii. “Application or Proposal” – Submittal comprised of responses and supporting documents to apply for the TCC Implementation Grant
- iii. “Grant Agreement” – Refers to this Implementation Grant Agreement and all attachments and appendices
- iv. “TCC Guidelines” – TCC Program Guidelines adopted on February 24, 2022
- v. “AHSC Guidelines” – The 2019/2020 AHSC Final Guidelines adopted February 24, 2021
- vi. “Project Area” – Area boundary for the TCC Project, as identified in Attachment D-1. Refers to the boundary for Implementation Grants. A contiguous area that is no larger than approximately five-square miles. At least 51% of the Project Area must overlap with census tracts designated as disadvantaged communities per CalEnviroScreen and the TCC Guidelines: top 25% of disadvantaged communities, federally recognized tribal boundaries, or a disadvantaged unincorporated area per the TCC Guidelines. The remaining area (49% or less) must be within the top 25% of disadvantaged communities or a low-income community as defined by AB 1550.
- vii. “TCC Partnership Agreement” – Agreement between Grantee and their Partners that outlines the responsibilities of each of the parties to the agreement. This is required of all members of the Collaborative Stakeholder Structure.
- viii. “TCC Program” – The Transformative Climate Communities Program
- ix. “TCC Project” – Project, comprised of the TCC Project Components defined below, that will be implemented through this Grant Agreement
- x. “TCC Strategies” – Strategies that reduce GHG emissions and achieve additional public health, environmental and economic benefits, as described in Appendix B of the TCC Guidelines. The TCC Project must implement Projects from at least three (3) TCC Strategies.
- xi. “TCC Project Components” – Components included in the TCC Project, as described in Exhibit B and therefore subject to this Grant Agreement:
  - a. “Projects” – Projects that will be implemented with TCC grant funds through this Grant Agreement, and that are compliant with the TCC Strategies and Fundable Elements listed in Appendix D of the TCC Guidelines.
    - (i) Quantifiable Projects – Projects that have elements with approved GHG quantification methodologies. The TCC Project must implement at least three (3) Quantifiable Projects that account for a minimum of 50% of requested grant funds.

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*

Grant Number: SGCXXXXX, City of Stockton

- (ii) Non-quantifiable Projects – Projects that do not have elements with approved GHG quantification methodologies, but are still eligible for grant funds.
  - b. “Stand-alone Leverage Projects” – Projects that will be implemented with leverage funding that are integrated into the overall TCC Proposal, and were initiated in anticipation of applying for the TCC Program, or contingent upon the TCC award.
  - c. “Transformative Plans” – The three (3) transformative plans include: Community Engagement, Displacement Avoidance, and Workforce Development and Economic Opportunities.
- xii. Time Periods within the Grant Term: Grant term is five (5) years: a four (4) year Project Completion Period, followed by a one (1) year Performance Period, during which project outcomes will be monitored.
  - a. “Project Completion Period”
    - (i) Begins the date that both Parties have signed the Grant Agreement and lasts up to five four (45) years, unless otherwise amended.
    - (ii) All TCC Project Components, with the exception of Indicator Tracking and Stand-Alone Leverage Projects, must be completed during the Project Completion Period.
  - b. “Performance Period”
    - (i) The intent of the Performance Period is to provide a buffer time for Projects that are completed at the four (4) year mark to report on required indicators and request for reimbursement for the activities associated with Indicator Tracking
    - (ii) Applies to Quantifiable and Non-Quantifiable Projects and Transformative Plans
    - (iii) Begins immediately after each Quantifiable or Non-Quantifiable Project or Transformative Plan is completed, if applicable
    - (iv) Will extend no longer than March 31<sup>st</sup>, 2028, unless otherwise amended.
- xiii. Entities involved in the grant implementation process:
  - a. “DOC” – Department of Conservation; provides implementation and administrative support to SGC and serves as the Grantee’s main point of contact
  - b. “Evaluation Technical Assistance” – The TCC grant-funded program evaluation Partner responsible for developing Grantee’s Indicator Tracking Plans and comprehensively assessing the impact and benefits of the TCC Program.
  - c. “Grantee” – Entity responsible for leading the implementation of the TCC Project; identified as Lead Applicant in the Application, and that has an agreement for grant funding with the State.
  - d. “Lead Entity” – Entity leading the implementation of each TCC Project Component; must be Grantee or a Partner

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*

Grant Number: SGCXXXXX, City of Stockton

- e. “Leverage Partner” – A Partner that is not receiving funds from SGC but is implementing a Stand-alone Leverage Project and is required to meet leverage funding requirements of the TCC program.
- f. Supporting Entity – Entity included in the application that supports the Lead Entity in completion of the project or transformative plan as a subcontractor.
- g. “OPR” – Office of Planning and Research
- h. “Parties” – SGC and Grantee, collectively
- i. “Partners” – Entities other than the Grantee that enter into a partnership with the grantee to support the implementation of the TCC Project; identified as Lead Entity or Supporting Entity
- j. “SGC” – The California Strategic Growth Council
- k. “State” – Any state agency with an oversight role over the funding or TCC Project
- l. “Subcontractors” – Third-party entities hired by either Grantee or a Partner
- m. “TCC Grant Manager” – Day-to-day point of contact during the grant term

## 2. Incorporation

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

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

## 3. Grant Term

The grant term will commence on the date that both Parties have signed the Grant Agreement. SGC will notify Grantee when work may begin. Grant term is six (6) years: a five (5) year Project Completion Period, followed by a one (1) year Performance Period, during which project outcomes will be monitored. The Project Completion Period ends five (5) years after execution of the Grant Agreement. The Performance Period begins immediately after each Quantifiable or Non-Quantifiable Project or Transformative Plan is completed, for up to one year to allow the Grantee to collect and report data on projects and plans and to develop final reports. The entire grant term, including the Project Completion Period and Performance Period, ends no later than March 31<sup>st</sup>, 2029, unless otherwise terminated or amended.

Grantee must demonstrate that the community benefits described in the Community Engagement and Displacement Avoidance Plans will continue for five (5) years after grant execution. Grantees will be subject to the Project Completion and Project Performance Period requirements as defined under this Grant Agreement.

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

## IMPLEMENTATION GRANT AGREEMENT Round 4 FY 2021-2022

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

### 4. Authorized Signatories

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

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

If the Authorized Signatory or Authorized Designee is unable to sign a deliverable or related document on behalf of Grantee, Grantee must submit an updated letter signed by the Authorized Signatory designating another individual to sign in their place. If the Authorized Signatory or Authorized Designee are funded through this Grant Agreement, Grantee must designate a different individual to sign the invoices.

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

### 5. Partners and Subcontractors

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

- i. Grantee's contractual relationship with its Partners is defined by the TCC Partnership Agreement ([Attachment D-9](#)) and other documents as determined by Grantee and subject to SGC written approval, which outline the reimbursement process among Grantee, Partners, and Subcontractors. Grantee’s obligation to pay its Partners and Subcontractors is an independent obligation from SGC’s obligation to pay Grantee.
- ii. Grantee must abide by the TCC Partnership Agreement. This includes abiding by the processes defined within the TCC Partnership Agreement, including, but not limited to the legal and financial considerations, transparent decision-making processes, meeting facilitation procedures, and processes for involving community representatives in decision-making.
- iii. Grantee is entitled to make use of its own staff, Partners, and Subcontractors, as identified in the TCC Partnership Agreement and the Budget and Schedule of Deliverables, and will comply with its own competitive bidding and sole sourcing requirements for subcontracts that arise out of or in connection with this Grant Agreement. If Grantee requests to modify or amend the TCC Partnership Agreement:
  - a. Grantee must provide SGC with copies showing such changes within fifteen (15) working days.
  - b. Grantee must adhere to the amendments and modifications requirements of this Grant Agreement ([Exhibit A, Part 2, Section 9](#)), if applicable.

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*

Grant Number: SGCXXXXX, City of Stockton

- iv. Grantee must manage, monitor, and accept responsibility for the performance of its own staff, Partners, and Subcontractors, and will conduct project activities and services consistent with professional standards for the industry and type of work being performed under this Grant Agreement.
- v. Grantee must notify SGC if Grantee, Partners, or Subcontractors are revoked, disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from the TCC Project.

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

#### 6. Assignment

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

#### 7. Document Submission

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

#### 8. Timeliness

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

#### 9. Amendments and Modifications

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

- i. Modifications are minor changes to the Grant Agreement. Modification requests must be submitted in writing to SGC at least thirty (30) calendar days prior to when the modification will take effect. Examples of actions that require a modification include but are not limited to changes in the:
  - a. Grantee's Authorized Signatories and Subcontractors
  - b. Budget and Schedule of Deliverables
    - (i) Task descriptions (i.e. details regarding methods used to achieve deliverables)
    - (ii) Reallocating less than 10 percent (10%) of funds between tasks within the original executed budget
    - (iii) Adjusting deliverable due dates within the grant term, except for readiness due dates

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*

Grant Number: SGCXXXXX, City of Stockton

- ii. Amendments are material changes to the Grant Agreement. Amendment requests must be submitted in writing to SGC at least sixty (60) calendar days prior to when the amendment will take effect. New amendment requests will not be considered less than three (3) months prior to the end of the Project Completion Period. Examples of actions that require an amendment include but are not limited to changes in the:
  - a. Partners or terms in the TCC Partnership Agreement
  - b. Budget and Schedule of Deliverables
    - (i) Elimination or alteration in deliverables
    - (ii) Reallocating more than ten percent (10%) of funds between tasks within the original executed budget or reallocating funds between projects
    - (iii) Changes to readiness due dates.
    - (iv) Due to the availability of funding, under no circumstances may the amended Project Completion Period extend beyond March 31<sup>st</sup>, 2029.
- iii. Process for Modification and Amendment Requests:
  - a. TCC will only process Modifications or Amendments once per grant year, unless mission critical changes are needed. As each request may take some time and correspondence to review and resolve, there will be windows of time for submission, review, and processing as follows:
    - (i) Submit Requests: July – November
    - (ii) Review and Correspondence: July – December
    - (iii) Final Processing and Execution: November – January
  - b. Modification and amendment requests will be made in writing using the templates provided by SGC. No oral understanding or agreement not incorporated in the Grant Agreement as a fully executed amendment is binding on any of the Parties. Any request for a modification or amendment must explain the purpose of the request, how the request is consistent with the TCC Guidelines and intent of the TCC Program, and the effect of not approving the request. All requests must include supporting documentation to validate the request. TCC Program staff may bring proposed Grant Agreement amendments to the Strategic Growth Council for approval.
  - c. SGC will respond to the modification or amendment request within ten (10) working days. SGC's response to Grantee may include additional questions. SGC may require additional time to make a determination (i.e., approval or denial) about the request. SGC will consider requests for expedited review.
  - d. Effective Date of Modification or Amendment:
    - (i) If SGC approves the modification request in writing, the modification may take effect immediately.
    - (ii) If SGC approves the amendment request, SGC will notify Grantee and prepare amendment documents for Grantee within another ten (10) working days, or as soon as feasible.

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*

Grant Number: SGCXXXXX, City of Stockton

(iii) If SGC rejects the request in writing, Grantee may file a Dispute (Part 2, Section 31).

- e. SGC has the sole discretion to determine what changes to the Grant Agreement constitute “Modifications” or “Amendments.” All requests, including reallocation of grant funds between Projects and/or Transformative Plan, will be determined to be either a modification or an amendment on a case-by-case basis by SGC in a manner consistent with this section.

## 10. Conditions for Beginning Work

### i. Readiness Requirements

- a. Grantee may begin work on all Transformative Plans (Community Engagement, Workforce Development, and Displacement Avoidance) upon grant execution. Grantee Costs may also be spent upon grant execution.
- b. Conditions for Beginning Work apply to all Quantifiable and Non-Quantifiable Projects. Grantee must ensure the Lead Entity of each Project demonstrates readiness prior to expending any direct project costs.
- c. Pre-development, project management, and associated Indirect costs can be spent prior to achieving readiness.
- d. Readiness requirements include CEQA documentation, site control, permits, project maps and designs, project schedules, operations and maintenance plans, and other Strategy-specific requirements. Readiness requirements must be complete prior to beginning project implementation.
- e. Lead Entities must demonstrate readiness within the first year of the grant term, in accordance with the requirements outlined for each Strategy in Appendix B of the TCC Guidelines. Readiness will be assessed and approved independently for each individual Project.
- f. SGC has sole discretion to determine when the Lead Entity has demonstrated readiness for each Project. Lead Entity may only expend direct project costs for each Project under this Grant Agreement once Grantee receives written notice from SGC.
- g. SGC will provide written notice regarding the readiness status of each Project in a Readiness Memo. The Readiness Memo will be updated as the Grantee submits additional readiness documentation.

### ii. Failure to meet Readiness Requirements

- a. Projects that do not meet the readiness requirements within the first year of the grant agreement will be deemed to be infeasible and ineligible for reimbursement, unless SGC gives written approval to extend the timeline to meet the readiness requirements.
- b. Funds from any projects deemed infeasible and ineligible for reimbursement cannot be allocated to new projects. Reallocation of funds, if any, to other projects included in the original Application will be subject to the Modification and Amendment procedures outlined above.

### iii. Special Readiness Requirements

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*

Grant Number: **SGCXXXXX**, City of Stockton

- a. For Projects with multiple project sites that will be secured during the Project Completion Period, including Projects with residential participation such as tree planting or solar installations, the following readiness requirements will apply:
    - (i) Lead Entity does not need to demonstrate site control and compliance on all project sites prior to expending any direct project costs. Lead Entity must still achieve all other readiness requirements in accordance with Appendix B of the TCC Guidelines prior to expending any direct project costs.
    - (ii) Lead Entity must have site control and compliance on a project site from the appropriate governing agency or private property owner prior to beginning work on a project site.
    - (iii) Lead Entity must demonstrate site control and compliance with all applicable laws in order for SGC to reimburse Grantee for the work on a project site.
  - b. For Car Sharing and Mobility Enhancement projects, Grantee must ensure the Lead Entity identifies all project sites and develops a plan to establish site control and satisfy all readiness requirements. These projects are subject to the readiness and compliance requirements for 'projects with multiple project sites'. Lead Entity must submit a site plan that includes contingency plans for each site that has not yet obtained site control.
- iv. CEQA Clarification
- This section outlines acceptable documentation for demonstrating CEQA completion, one of the primary readiness requirements for and conditions for beginning work on Projects under the TCC implementation grant.
- a. Required Documentation for projects that are categorically or statutorily exempt
    - (i) A CEQA Notice of Exemption (NOE) that has been approved by the appropriate body pursuant to their obligations under CEQA; OR
    - (ii) Documentation that the project is CEQA compliant, including but not limited to:
      - 1. A resolution adopted by the legislative body (e.g., City Council, Board of Supervisors) confirming a project's exemption. If a resolution or similar mechanism is not available or does not exist, meeting minutes documenting the legislative body's consideration and approval of the project's CEQA compliance may be submitted.
      - 2. A signed letter or similar document from the head of an administrative approving entity (e.g., Planning Director).
  - b. Required documentation for all other projects
    - (i) A file-stamped Notice of Determination
  - c. Statutes of Limitation
- SGC will notify Grantees that they may begin work on a project once all readiness requirements have been met, including CEQA completion. However, projects are still subject to statutes of limitation for legal challenges, which vary depending on the

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*

Grant Number: SGCXXXXX, City of Stockton

type of CEQA filing and whether a CEQA filing occurs (Public Resources Code, § 21167):

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

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

## 11. Reporting Requirements

### i. General Reporting Requirements:

- a. All reports must be completed using templates attached to this Grant Agreement or provided by SGC and submitted using the naming conventions provided by TCC Grant Manager.
- b. The first reporting period will begin on the start date of the Grant Agreement.
- c. All reports must be submitted to the TCC Grant Manager on the due date specified in the Reporting Schedule ([Attachment D-4](#)). When the report submission due date falls on a weekend or state-recognized holiday, reports will be due on the first working day that follows.
- d. All reports must be signed by the Authorized Signatory or Designee on file with SGC.
- e. SGC may request to verify reports through methods that include, but are not limited to: supporting documentation, site visits, conference calls or video conferencing.
- f. Grantee's failure to meet the reporting requirements on time may result in a delay in reimbursement.

### ii. Progress Reports:

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

### iii. Annual Reports:

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

- a. Annual Progress Report.
- b. Leverage Funding Report

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*

Grant Number: SGCXXXXX, City of Stockton

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

## 12. Evaluation and Indicator Tracking Reporting

Grantee must track and report on all indicators incorporated into the Indicator Tracking Plan finalized with SGC and the Evaluation Technical Assistance (see [Exhibit C, Part 1, Section 5](#)) until end of the Performance Period.

## 13. Payment Provisions

- i. Except as may be allowed under subsection (ii), Grantee will be paid on a reimbursement basis:
  - a. Partners must invoice Grantee before Grantee submits an invoice to SGC. TCC funds will be issued to Grantee, who will be responsible for dispersing payment to Partners in accordance with the requirements contained in the TCC Partnership Agreement. All invoices must be supported by adequate documentation evidencing that the direct cost for which the Partner seeks reimbursement has been incurred. Grantee must maintain as part of its records for the TCC Project all invoices and supporting documentation from their Partners; these records will be subject to the audit provisions in [Exhibit A, Part 2, Section 24](#).
  - b. SGC will not require that Grantee pay their Partners prior to requesting reimbursement from SGC, although Grantee may do so according to their procedures and policies.
  - c. During the Project Completion Period, Grantee may only request reimbursement for eligible costs incurred for implementing the TCC Project. See Appendix B of the TCC Guidelines for details. Any work performed prior to the start date or after the end of the Performance Period will not be reimbursed.
  - d. During the Project Performance Period, Grantee may only request reimbursement for Indicator Tracking costs as well as Grantee Direct and Indirect costs for completing the Final Report.

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*

Grant Number: SGCXXXXX, City of Stockton

- e. Grantee shall ensure real property purchased with grant funds shall be acquired from a willing seller for a purchase price that does not exceed the real property's fair market value, as established by an appraisal that is conducted by an appraiser who is licensed pursuant to Part 3 (commencing with Section 11300) of Division 4 of the Business and Professions Code. The appraisal shall be prepared pursuant to the Uniform Standards of Professional Appraisal Practice. Grantee shall ensure an independent third party approved in writing by SGC reviews the appraisal for consistency with the Department of General Services Real Estate Division Appraisal Guidelines before the real property is purchased. The appraisal and independent review shall become part of the project file maintained by Grantee.
- f. Through an Advance Pay Pilot Program, SGC is authorized to provide Grantees advance payments of TCC grant awards through July 1, 2025.<sup>1</sup> SGC may approve advance payments under this grant at its sole discretion. All requests for advance payments shall be submitted to SGC in writing (Advance Pay Request form to be provided), along with complete documentation of the Grantee's eligibility for advance payments in accordance with Government Code section 11019.1(c)(2)(A) (as further described below). Any material changes to the request form must be reported to SGC within 30 days. Advance payments shall not exceed 25% of the total grant award unless the Grantee demonstrates that a larger advance is needed and provides sufficient justification and documentation. All advance payments and the amount of any advance payment is subject to SGC's sole discretion. Grantees requesting advance payments under this subsection shall, in their written request, provide complete documentation of their eligibility for advance payments under Government Code section 11019.1(c)(2)(A), as follows:
  - (i) Confirm that SGC has approved Grantee's itemized budget, spending timeline, and workplan;
  - (ii) Identify the activities to be funded with any advance payment and provide support for the need for the advance payment, which may include but is not limited to, invoices, contracts, estimates, payroll records, and financial records;
  - (iii) Have no outstanding financial audit findings related to any of the moneys eligible for advance payment and be in good standing with the Franchise Tax Board and Internal Revenue Service;
  - (iv) Confirm compliance with all insurance terms of the Grant Agreement;
  - (v) Confirm that all funds received as an advance payment will be deposited into a federally insured, interest-bearing account that provides the ability to track interest earned and withdrawals. Any accumulated interest shall be deemed to be grant moneys, subject to federal laws and regulations, and Grantee shall report interest earned on the advance payment to SGC;
  - (vi) Describe procedures Grantee will use to minimize the amount of time that elapses between the transfer of funds and the spend down of those funds by the Grantee. Further, Grantee shall demonstrate that any previously advanced funds have been spent down or a plan is in place to ensure spend down of those funds in a timely manner;

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<sup>1</sup> Added by Statutes of 2022, Chapter 569, Section 15 (AB 156).

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*

Grant Number: SGCXXXXX, City of Stockton

- (vii) Confirm that Grantee shall provide progress reports on the spend down of advanced funds no less than on a quarterly basis; and
- (viii) Confirm that Grantee shall provide progress reports following the expenditure of an advance payment that includes a summary of work completed, proof of expenditure, and other associated information.

Grantee shall provide money from advance payments to subrecipients in accordance with their grant program requirements. Grantee shall require all entities they subcontract with or award grant money to comply with (vi.), (vii), and (viii) of the eligibility requirements listed above. Regardless of any transfer or assignment of advance payments to subrecipients, Grantee shall be liable to the SGC for compliance with this paragraph and for any failures by subrecipients to perform contractual obligations or to comply with the requirements of this section.

All unused funding and interest earned provided as an advance payment, but not spent down within the grant timeline, shall be returned to SGC.

ii. Eligible Costs

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

- a. Indirect costs are costs of doing business that are of a general nature and not directly tied to the grant, but necessary for the general operation of the organization. These costs may account for no more than 12% of the awarded TCC funds minus any funds for equipment purchases with a per unit cost of \$5,000.00 or more. The 12% maximum of indirect cost applies to Grantee and all Partners or subcontractors. Reimbursement requests for indirect/overhead costs must be proportionate to the direct costs billed in an invoice.
- b. Direct costs will be reimbursable with TCC funds. Direct costs are defined as costs directly tied to the implementation of the Grant Agreement. In addition, insurance premiums are only an eligible cost to the extent that the cost of coverage increased because of the award or Project requirements. Grantees must adhere to the following requirements:
  - (i) Pre-development costs may account for up to ten percent (10%) of related capital improvement costs for each Project and should not exceed five percent (5%) of total awarded TCC Funds. These activities and costs should occur within the first year of the grant term to meet readiness requirements. Construction management tied to project implementation is a direct project cost and will not be subject to the cap on "pre-development" costs.
  - (ii) Water and wastewater connections may account for up to ten percent (10%) of the total TCC award for Grantees that need to meet program policy requirements for basic infrastructure access.
  - (iii) The eligible use of heavy-duty trucks and equipment shall be reimbursed at the then-current rate set by the California Department of Transportation "Labor Surcharge and Equipment Rental Rate" guide.

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4

Grant Number: SGCXXXXX, City of Stockton

- c. Travel costs directly related to the performance of this Grant Agreement will be subject to the State of California travel reimbursement rates, in effect, during the term of this Grant Agreement.
  - (i) SGC will reimburse for actual expenditures, based on equivalent civil service classifications, up to the maximum state allowable rates in effect at the time of travel. The state rates are available for review at:  
<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.
  - (ii) Incidental costs and travel costs outside the State of California will not be reimbursed.
  - (iii) For staff working on the project, Grantee shall maintain and submit for reimbursement detailed travel records and supporting documents (e.g. travel request and approval forms, expense claims, invoices, receipts for lodging and transportation, etc.) showing the date and purpose of the grant-related travel, destination and, in the case of travel by automobile, the number of miles driven.
  - (iv) Grantee shall ensure travel costs are outlined in the Budget and Schedule of Deliverables and tied to tasks and deliverables in the work plan.
  - (v) Grantee shall ensure that any person traveling pursuant to this Grant Agreement shall indemnify and hold harmless the SGC and State of California for any liabilities resulting from such travel.
- d. Project-specific allowable costs are costs that are only allowed under certain Strategies. These direct costs are allowed for project implementation, and therefore may not be subject to the indirect cost restrictions. These costs may still be subject to additional restrictions per Appendix B of the TCC Guidelines and will not be reimbursed if incurred for other Projects. See [Exhibit C, Part 2 Project-Specific Terms and Conditions](#) for project and strategy specific allowable costs.
- iii. Ineligible Costs
  - a. For ineligible direct implementation costs, refer to Appendix B and C of the Guidelines, by project or plan strategy.
  - b. Indirect costs in excess of 12% of the awarded TCC funds.
  - c. Climate resilience and adaptation must be integrated into the Projects, Transformative Elements, and Vision. Climate adaptation and resilience planning activities must be paid for with leverage funding only. Implementation measures and design features integrated into the TCC Project are fundable as direct project costs.
  - d. Projects that fund additional parking infrastructure or other infrastructure projects that induce demand for additional parking
  - e. Additional ineligible costs
    - (i) Exceeding cost caps for Indirect or Pre-development costs
    - (ii) Lobbying

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*

Grant Number: SGCXXXXX, City of Stockton

- (iii) Advocacy work, such as for the passage of bills or local propositions
  - (iv) Commission fees
  - (v) Ongoing operational costs beyond the grant term
  - (vi) Using funds for any cost that has been or will be paid through another funding source, or to finance any activities designed to supplant rather than supplement existing local agency activities or activities with pre-existing designated funding. This cost supplantation prohibition does not apply to interim financing for housing loans.
  - (vii) Using funds for mitigation activities that are already mandated by local, regional, state, or federal governing bodies or agencies
  - (viii) Ceremonial expenses (including food and beverages)
  - (ix) Expenses for publicity not related to the TCC Project implementation
  - (x) Bonus payments of any kind
  - (xi) Damage judgments arising from the acquisition, construction, or equipping of a facility, whether determined by judicial process, arbitration, negotiation, or otherwise
  - (xii) Services, materials, or equipment obtained under any other State program
  - (xiii) Real estate brokerage fees and/or expenses
  - (xiv) Stewardship of legal defense funds
  - (xv) Costs associated with automobile or motorcycle parking (excluding electric vehicle charging infrastructure that may be located at a parking spot).
  - (xvi) Reimbursement for any interest accumulated in order to finance the project
- iv. All costs must be reasonable, as defined below:
- a. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining reasonableness of a given cost, consideration must be given to:
    - (i) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the entity or the proper and efficient performance of this Grant Agreement.
    - (ii) The restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; federal, state, local, tribal, and other laws and regulations; and terms and conditions of this Grant Agreement.
    - (iii) Market prices for comparable goods or services for the geographic area.

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*

Grant Number: SGCXXXXX, City of Stockton

- (iv) Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to its employees, the public at large, and the state.
    - (v) Whether the cost significantly deviates from the acquiring entity's established practices and policies regarding the incurrence of costs.
  - b. SGC has the sole discretion to determine if a cost is reasonable. Any costs that do not meet the requirements above may not be reimbursed by the State. The Grantee may file a Dispute to contest SGC's determination.
- v. Retention
  - a. SGC will withhold payment of the final five percent (5%) of the total requested budget for each TCC Project Component until SGC determines that the requirements of that TCC Project Component have been fulfilled per the Grant Agreement.

#### 14. Invoicing

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

- i. Invoice Package - An invoice, supporting documentation, deliverables or other evidence of work completed, and the appropriate reporting materials are collectively referred to as the "invoice package."
  - a. Invoice – Grantee must use the invoice templates provided in [Attachment D-3](#).
    - (i) Expenses should be broken out at the task level.
    - (ii) Expenses under each task should be broken out by cost type.
    - (iii) Indicator Tracking costs, travel, mileage, and equipment should be clearly identified.
  - b. Supporting documentation – Grantee must submit supporting documentation for all itemized costs. Documentation may include but is not limited to: copies of purchase orders, receipts, subcontractor invoices, and timesheets. These items must contain sufficient information to establish that the specific service was rendered, or purchase was made. Original supporting documentation is not required and should be retained by Grantee.
    - (i) Supporting documentation should be clearly labeled by task.
    - (ii) Supporting documentation does not need to be provided for Indirect costs. However, Grantee must maintain records of Indirect costs to be made available upon request from the State. Grantee shall ensure adequate books and accounts documenting Indirect costs are maintained in accordance with generally accepted accounting principles, consistently applied. Grantee shall invoice in accordance with the Indirect cost rate(s) approved for the TCC Project and each project and plan under the grant, based on supporting documentation agreed upon in writing by SGC and the Grantee.

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*

Grant Number: SGCXXXXX, City of Stockton

- (iii) Records documenting time spent performing the work must identify the individual, the date on which the work was performed, the specific grant-related activities or objectives to which the individual's time was devoted, the hourly rate, and the amount of time spent.
  - c. Evidence of deliverables completed – Grantee must submit evidence of work completed to justify the reimbursement request in the invoice. Documentation may be the final deliverables as listed in Exhibit B or interim deliverables that demonstrate the work completed.
  - d. Report(s) – Grantee must submit the appropriate reporting materials described in [Exhibit A, Part 2, Section 11](#).
- ii. Grantee must submit the invoice package to the SGC online submission platform. Following submission, Grantee must email the Invoice Summary (PDF) to the TCC Grant Manager, and copy the SGC and Governor's Office of Planning and Research: <mailto:accountspayable@opr.ca.gov>.
- iii. The invoice must be signed by the Authorized Signatory or Designee. By submitting the invoice package to SGC, Grantee certifies that all costs are eligible for reimbursement, that all work has been completed in accordance with the Grant Agreement, and that the invoice total reflects actual costs incurred.
  - a. SGC has the discretion to determine the sufficiency of work completed and completeness of an invoice package.
  - b. If SGC determines that an invoice package is complete and sufficient, SGC will notify Grantee and approve the invoice. SGC will issue one check to Grantee. Grantee is responsible for dispersing payment to Partners, as outlined in the TCC Partnership Agreement, and any Subcontractors.
- iv. Invoice packages that do not meet the requirements of this Grant Agreement, are incomplete, or have inaccuracies, will be returned to Grantee for resubmittal within ten (10) working days with an explanation of why it was not approved.
  - a. SGC may authorize payment of a partial invoice package and require Grantee to resubmit the remaining portions in order to fix any inaccuracies or incomplete information.
  - b. Grantee must resubmit the amended invoice package (either partial or full) in the same manner as the original invoice within ten (10) working days after receiving the notification from SGC while addressing the concerns identified by SGC. Delays in providing revised invoice package on time may result in non-compliance notice or stop work order.
- v. If SGC determines that Grantee submitted false or materially inaccurate invoices, supporting document or components of the Application, SGC may impose any and all available remedies, including requesting reimbursement of already disbursed payments or termination of the Grant Agreement.
- vi. The final invoice for each TCC Project Component should include a request for reimbursement of the final five percent (5%) of the total requested budget, as discussed in [Exhibit A, Part 2, Section 13.v.a](#), of this Grant Agreement.

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*

Grant Number: SGCXXXXX, City of Stockton

**15. Leverage Funding**

- i. Grantee shall ensure it and its Leverage Partners report on the leverage funding expended in the Annual Leverage Funding Report form. Grantee must retain supporting documentation of leverage funding that will be made available to the State upon request. Grantees shall ensure adequate books and accounts are maintained documenting leverage funding in accordance with generally accepted accounting principles, consistently applied.
- ii. Leverage funding must support the implementation of the Strategies selected to achieve the TCC Program Objectives, as determined by SGC.
- iii. Leverage funding must be spent within the Project Area and for the purposes of the TCC Project.
- iv. Grantee must only report eligible leverage funding expenditures. Expenditure of leverage funding will only count if it occurs after the grant was awarded by SGC on October 27, 2022, and before the end of the grant term. If leverage funding sources change during the grant term, Grantee will notify SGC at the subsequent reporting due date to allow SGC and DOC to determine the eligibility of the new leverage sources.
  - a. Changes in leverage funding sources that impact the Budget and Schedule of Deliverables may require an amendment to the Grant Agreement.
  - b. Changes in leverage funding sources that impact the 50% eligibility requirement in the TCC Guidelines and Application may require a remedy to be determined between Grantee and SGC.

**16. Stand-alone Leverage Projects**

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

**17. Work Outside the Project Area**

No work outside the Project Area will be reimbursable through this agreement. SGC disclaims any representations, express or implied, that any work outside the Project Area that was not approved as part of the Application is or will be funded by the TCC Program. Grantee waives any claims against SGC related to such work.

**18. Repayment of Funds**

If grant funds are not expended, or have not been expended in accordance with this Grant Agreement; or that real or personal property acquired with grant funds is not being used, or has not been used for purposes in accordance with the Grant Agreement; SGC has sole

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*

Grant Number: SGCXXXXX, City of Stockton

discretion to take appropriate action under this Grant Agreement, at law or in equity, including but not limited to:

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

#### 19. Availability of Funds

Sufficient funds for this Grant Agreement have been made available by FY 2021-2022 budget appropriation from the General Fund. However, this Grant Agreement is subject to any restriction, limitation, or condition enacted by the Legislature, which may affect the provisions, terms, or funding of this contract in any manner.

#### 20. Revenue

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

#### 21. Monitoring and Oversight

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

- i. Once the Grant Agreement is executed, the TCC Grant Manager may request a regularly occurring monthly phone call or in-person meeting with Grantee's Grant Manager to discuss the TCC Project. Grantee must work with the TCC Grant Manager to accommodate monitoring requests.
- ii. The State retains the right to conduct a minimum of two (2) site visits a year during the grant term.
- iii. At the State's discretion, site visits may occur more frequently.
- iv. Grantee agrees that the State or designated representative has the right to conduct a final inspection of completed Projects, as determined by SGC. For construction Projects, this may require certification by the appropriate registered professional (such as California Registered Civil Engineer or Geologist) that the Project has been completed in accordance with final plans and specifications and any modifications. If Grantee or Lead Entity arranges a final inspection, Grantee must notify the TCC Grant Manager of the inspection date at least ten (10) working days prior to the inspection in order to provide State the opportunity to participate.

#### 22. Recordkeeping

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

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*

Grant Number: SGCXXXXX, City of Stockton

compliance documentation. The State reserves the right to audit all Grantee, Partner, and Subcontractor records for this project, as stated below.

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

### 23. Records

Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement will be in the public domain to the extent to which release of such materials is required under the California Public Records Act (Cal. Gov't Code § 6250 *et seq.*). Grantee may disclose, disseminate, and use in whole or in part, any final form data and information received, collected, and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support as described in Section 53, Publicity. Grantee must not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State has the right to use any data described in this paragraph for any public purpose.

### 24. Audit and Record Retention

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

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

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*

Grant Number: SGCXXXXX, City of Stockton

**25. Compliance**

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

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

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

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

**26. Insurance**

- i. A Grantee or Lead Entity that is a governmental organization may provide evidence of sufficient self-insurance to satisfy the insurance requirements below.
- ii. If Grantee or Lead Entity is not a governmental organization or is unable to provide evidence of sufficient self-insurance, then the following are the insurance requirements:
  - a. Grantee must ensure the following insurance policies are obtained and kept in force through the Project Completion Period for each project, with no lapses in coverage, that cover any acts or omissions of Grantee and its employees engaged in carrying out any tasks specified in this Grant Agreement:
    - (i) Worker's Compensation Insurance in an amount of not less than the statutory requirement of the State of California.
    - (ii) Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence for bodily injury and property damage combined.
    - (iii) Motor vehicle liability with limits in an amount not less than \$1,000,000 per accident for bodily injury and property damage combined. Such insurance must cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.
  - b. Insurance policies must name the State of California, its officers, agents, employees and servants as additional insured parties for the commercial general liability and automobile liability insurance but only with respect to work performed under the Grant Agreement. Grantee is responsible for guaranteeing that a copy of each Certificate of Insurance is submitted to SGC within sixty (60) calendar days of the Grant Agreement signature. The grant number must be included on each submitted Certificate of Insurance.

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*

Grant Number: SGCXXXXX, City of Stockton

- iii. Grantee must notify SGC prior to any insurance policy cancellation or substantial change of policy, including lapse of coverage, change in coverage amount, or change in carrier.
- iv. Grantee must notify SGC if any Partners or subcontractors are not in compliance with the insurance requirements above. If any Partners or subcontractors are out of compliance, SGC reserves the right to issue a Stop Work Order, until resolved, as described below.
- v. Grantee is responsible for determining the appropriate level of insurance, if any, for its Partners or subcontractors.

## 27. Computer Software

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

## 28. Personally Identifiable Information

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

## 29. Ownership

- i. Deliverables:  
Grantee hereby grants to the State a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all materials it produces pursuant to this Grant Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on the State's behalf.
- ii. Equipment:
  - a. Purchase of equipment using grant funds is allowable only with prior approval by TCC Grant Manager.
  - b. Cost of equipment purchased shall be substantiated by purchase receipt.
  - c. For any equipment purchased or built with funds that are reimbursable as a direct cost of the TCC Project, as determined by SGC, Grantee, Partner, or Subcontractor, as applicable, must be the sole owner on title.
  - d. If the funds are used to purchase equipment that costs \$5,000 or more, each such piece of equipment is "grant-funded equipment."
  - e. Each grant-funded equipment must be dedicated to the described use in the same proportion and scope as was in the Grant Agreement, unless SGC agrees otherwise in writing, during the useful life of the equipment.
  - f. If the owner of the grant-funded equipment determines that it no longer has need for the grant-funded equipment before the end of the equipment's useful life, the owner

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*

Grant Number: SGCXXXXX, City of Stockton

- shall donate the grant-funded equipment to a public entity or nonprofit organization that will use the grant-funded equipment for purposes that are similar to the purpose intended in the Grant Agreement or to a public entity or nonprofit that serves the project area.
- g. For the duration of the useful life of each grant-funded equipment, the grantee shall maintain a record identifying each grant-funded equipment, the expected useful life of each item, and the ultimate disposition (disposal or donation). The requirements of this section will survive termination of this agreement.
  - h. The cost to lease equipment to use in the grant project area may be charged to the grant. Cost of leased equipment charged to the grant must be substantiated with receipts identifying equipment was leased, lease rate and total cost.
  - i. Use of equipment owned by the Grantee may be charged to the grant at a rate set by the California Department of Transportation Labor Surcharge and Equipment Rental Rate Guide. Use of Grantee equipment must be substantiated with an equipment usage log that identifies the equipment used, rate, and total rental cost. A cost-benefit analysis to justify the cost of purchasing equipment versus leasing must be provided.
  - j. Grantee will assume all risk including cost for maintenance, repair, loss, destruction, and damage to all equipment until disposition of equipment. SGC may, at its discretion, repair any damage or replace any lost or stolen items and deduct the cost thereof from Grantee's invoice to the State, or require Grantee to repair or replace any damaged, lost, or stolen equipment to the satisfaction of SGC with no expense to the State.
  - k. In the event of theft, a report must be filed immediately with the California Highway Patrol (State Administrative Manual § 8643 [Lost, Stolen, or Destroyed Property]).
  - l. Grantee must maintain an inventory record for grant-funded equipment purchased or built with funds provided under this Grant Agreement. In addition, items of grant-funded equipment or supplies that are prone to theft, loss, and misuse and may contain sensitive data (e.g., computers, printers, smartphones, tablets, cameras, GPS devices, etc.) costing less than \$5,000 must be inventoried. Details on the inventory record are to be provided in the Implementation Grant Administration Guide.
  - m. The Equipment Inventory Record must be updated annually and upon request. See [Exhibit A, Section 11](#), Reporting Requirements, for more information.
- iii. Vehicles:
- a. Grantee, Partner, or Subcontractor, as applicable, must be the sole owner of all vehicles acquired as part of TCC Project, including but not limited to, bicycles, cars, buses, vans, rail passenger equipment. During the Project Completion Period, vehicles must be dedicated to the described use in the same proportion and scope as was in the Grant Agreement, unless SGC agrees otherwise in writing.
  - b. Vehicles acquired for purposes of public transit must be maintained in a state of good repair and dedicated to that public transportation use for their full useful life,

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*

Grant Number: SGCXXXXX, City of Stockton

- which, for the purpose of this Grant Agreement, will be determined in accordance with standard State and national transit practices and applicable rules and guidelines, including any extensions of that life cycle achievable by reconstruction, rehabilitation, or enhancements. If the ownership or use of the vehicles change to a use not in accordance with the Grant Agreement, Grantee may be required to reimburse the State for their fair market value.
- c. Vehicles acquired for general project work (i.e., work trucks) must be maintained in a state of good repair for their full useful life, which, for the purpose of this Grantee Agreement, will be determined in accordance with standard State practices. If the ownership or use of the vehicles change to a use not in accordance with the Grant Agreement, Grantee may be required to reimburse the State for their fair market value.
- iv. Infrastructure:
- a. Grantee, Partner, or Subcontractor, as applicable, must ensure all necessary rights of way, property ownership, or leases have been secured prior to construction. Purchases of all real property required for the TCC Project must be free and clear of liens, conflicting easements, obstructions, and encumbrances. Any property acquisition by Grantee must not involve eminent domain proceedings or threat of eminent domain proceedings. Grantee must record deed restrictions on TCC Project property, as applicable.
  - b. For any rights of way, real and personal property, leases, improvements, and infrastructure funded as a reimbursable direct cost of the TCC Project, the Grantee, Lead Entity, or another public agency or subcontractor as approved in writing by the TCC Grant Manager, must be the sole owner of the title or leasehold. The foregoing sentence notwithstanding, dispersed improvements such as those made under the Solar Installation, Energy Efficiency and Appliance Electrification Strategy may be made on private real property. Each site acquired or improved upon with funding provided under this Grant Agreement must remain permanently dedicated to the described use in the same proportion and scope as was in the Grant Agreement, unless SGC agrees otherwise in writing. If the ownership or use of the property changes to a use not in accordance with the Grant Agreement, Grantee may be required to reimburse the State in a manner determined by SGC.
  - c. Grantee, Partner, or Subcontractor, as applicable, is obligated to continue operation and maintenance of the physical aspects of the TCC Project for its full useful life, which, for the purpose of this Grant Agreement, includes any extensions of that life achievable by reconstruction, rehabilitation or enhancements, in accordance with the described use in the same proportion and scope as in the Grant Agreement, unless SGC, Grantee, Partner, or Subcontractor (as applicable) agrees otherwise in writing. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon written approval from SGC. The TCC Project and its facilities must be maintained, supervised, and inspected by adequate and well-trained staff and/or professionals and technicians as the project reasonably requires.
- v. Debt Security:
- Grantee will not use or allow the use of any portion of real property purchased solely with TCC grant funds as security for any debt. This debt financing prohibition is not

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*

Grant Number: SGCXXXXX, City of Stockton

applicable to the Affordable Housing Development Capital Projects under the Equitable Housing and Neighborhood Development Strategy.

**30. Non-Performance**

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

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

**31. Disputes**

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

- i. SGC will notify Grantee in writing if any materials are determined to be insufficient or incomplete within fifteen (15) working days of receiving the materials.
  - a. Grantee must respond in writing within fifteen (15) working days with either a) materials requested by the SGC, or b) a written statement disputing SGC's findings.

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*

Grant Number: SGCXXXXX, City of Stockton

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

### 32. Stop Work Order

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

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

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

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*

Grant Number: SGCXXXXX, City of Stockton

**33. Health Impacts**

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

**34. Termination for Convenience**

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

i. Conditions of early termination:

- a. Upon any termination, Grantee must deliver all invoices, reports, and other deliverables required by this Grant Agreement up to the time of termination. Grantee must deliver all materials within sixty (60) calendar days of the termination date.
- b. Upon receipt of notice from SGC of Termination for Convenience, Grantee shall immediately take action to ensure neither it nor any Partner or Subcontractor incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities.
- c. SGC will examine the extent of Grantee compliance for work partially completed and reasonably determine costs eligible for reimbursement based on final invoices submitted and compliance with this Grant Agreement.
- d. If SGC elects to terminate the Grant Agreement under this section, but all aspects of Affordable Housing Development Capital Projects and Housing Related Infrastructure are otherwise found to be in compliance, SGC shall independently fulfill its obligations as to the Affordable Housing Development Capital Projects and Housing Related Infrastructure.

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

**35. Governing Law and Venue**

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

**36. Grantee Independence/Not an Agent of the State**

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

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*

Grant Number: SGCXXXXX, City of Stockton

**37. Indemnification**

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

**38. Waiver**

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

**39. No Third-Party Beneficiaries**

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

**40. Force Majeure**

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

**41. Expatriate Corporations**

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

**42. Corporation Qualified to do Business in California**

When work under this Grant Agreement is to be performed in California by a corporation, the corporation must be in good standing and currently qualified to do business in the state.

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*

Grant Number: SGCXXXXX, City of Stockton

"Doing business" is defined in Revenue and Taxation Code Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit.

#### 43. Certificate of Compliance with Russia Sanctions

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

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

#### 44. Self-Dealing and Arm's Length Transactions

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

#### 45. Relocation

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

#### 46. Americans with Disabilities Act

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

#### 47. Non-discrimination Clause

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

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*

Grant Number: SGCXXXXX, City of Stockton

genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

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

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

#### 48. Drug-Free Workplace Certification

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

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

#### 49. Child Support Compliance Act

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

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

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*

Grant Number: SGCXXXXX, City of Stockton

**50. Environmental Justice**

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

**51. Union Organizing**

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

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

**52. Prevailing Wages and Labor Compliance**

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

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

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4

Grant Number: SGCXXXXX, City of Stockton

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

### 53. Publicity

Grantee agrees that it will acknowledge SGC in all publications, websites, signage, invitations, and other media-related and public-outreach products related to the TCC grant. SGC staff will provide SGC logo files and guidance on their usage directly to Grantee. Grantee agrees to adhere to the TCC Communications Kit provided by SGC ([Attachment D-8](#)). If Grantee is planning an event or announcement, needs sample materials, or needs assistance or advice regarding digital or print materials, press, social media, and/or general communications, please contact your TCC Grant Manager.

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

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

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

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

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

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4

Grant Number: SGCXXXXX, City of Stockton

- i. See TCC Communications Toolkit, [Attachment D-8](#), for approved tags.

#### 54. Right to Publish

- i. Subject to any restrictions on the publication, disclosure, dissemination and use of data or information set forth in this Agreement or under any applicable law, Grantee shall have the right to publish, disclose, disseminate, and use, in whole and in part, any data and information received or developed under this Agreement.
- ii. Grantee shall ensure that publications, presentations, and other public releases resulting from work performed under this Agreement are provided to the State for review at least thirty (30) calendar days prior to publication and will identify the proposed recipient(s). During the first twenty (20) calendar days of such review period, the State may provide notice to the Grantee that it intends to rebut some or all aspects of the presentation, publication, or other media release. The State will then have thirty (30) calendar days from the date of notice to prepare and submit such rebuttal to the recipient(s) identified by the Grantee. Within the review period, the State may provide feedback to the Grantee; the Grantee will give good faith consideration to such feedback but has no obligation to make any changes in said material, other than the removal of any material whose disclosure is prohibited or restricted by this Agreement or by any applicable law. Any of the above referenced time periods maybe modified upon agreement of both Parties. Neither Party may unreasonably deny such requests. Terms & Conditions Required for State-Funded Research Grants

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

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

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*

Grant Number: SGCXXXXX, City of Stockton

- d. The State shall retain information regarding all issued research grants that resulted in published works.

**55. Copyrights**

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

**56. Recycled Contents Products**

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

**57. Severability**

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

**58. Terms that Survive Grant Agreement**

The following Sections survive the termination or expiration of the Grant Agreement: 4, 20, 21, 22, 23, 24, 26, 28, 29, 34(i)(d), 35, 36, 37, 38, 39, 40, 53, 54, 55, 56, and 58.

**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
 Grant Number: SGCXXXXX, City of Stockton

**EXHIBIT B – BUDGET AND SCHEDULE OF DELIVERABLES**

**Total Awarded Grant Funds**

The total amount awarded for this grant will not exceed twenty-four million, one hundred and sixty-five thousand, five hundred and ten dollars (\$24,165,510.00).

**Total Leverage Funds**

The total leverage funds for this grant will equal no less than fifteen million, four hundred thousand, four hundred and ninety dollars (\$14,036,607.06).

**Summary Budget**

<b>TCC Project Component</b>	<b>Lead Entity</b>	<b>Grant Funds</b>	<b>Leverage Funds</b>
Grantee Costs	City of Stockton	\$2,416,551.00	\$401,795.50
#1 – McKinley Park Renovation	City of Stockton Public Works	\$750,000.00	\$13,087,000.00
#2 – Climate Careers Energy	Rising Sun Center for Opportunity	\$3,524,810.00	\$0
#3 – Hybrid Electric Bus Acquisition	San Joaquin Regional Transit District	\$1,057,554.00	\$34,322.00
#4 – Single-Family Solar	GRID Alternatives North Valley	\$3,926,275.00	\$450,000.00
#5 – Multi-Family Solar	GRID Alternatives North Valley	\$607,092.00	\$0
#6 – Urban Forest Renovation	City of Stockton Public Works & Little Manila Rising	\$4,509,930.00	\$0
#7 – Edible Education on the Farm	Edible Schoolyard Project	\$2,500,751.00	\$0
#8 – DAWN Program	Little Manila Rising	\$1,006,066.00	\$0
Community Engagement Plan	Public Health Advocates	\$1,691,586.00	\$0
Workforce Development and Economic Opportunities Plan		\$1,208,276.00	\$63,489.56
Displacement Avoidance Plan	City of Stockton	\$241,654.00	\$0
Indicator Tracking Plan		\$724,965.00	\$0
<b>TCC Project Total</b>		<b>\$24,165,510.00</b>	

## IMPLEMENTATION GRANT AGREEMENT

### Round 4 FY 2021-2022

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

Grantee Costs				
<b>Description: The City will hire staff to administer and oversee the TCC Implementation Grant. The City will coordinate the implementation of all projects, transformative plans, and all other TCC-related activities.</b>				
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
<b>Task 1: Grant Administration</b>				
A: Onboard administrative staff	A: 1) Hire Director of Office of Sustainability 2) Hire 2 Program Manager III 3) Hire Senior Management Assistant 4) Hire Office Specialist	Project Completion Period	\$2,392,872.50	\$401,795.50
B: Submit bimonthly invoices and progress reports	B: Submit bimonthly invoices and progress reports			
C: Submit annual report detailing TCC progress for each year of the grant.	C: Submit annual report for each year of the grant			
D: Host and attend meeting with Partners (meeting with TCC staff, monthly check-in meetings with Partners, organize Collaborative Stakeholder Structure meetings)	D: 1) Provide updates in bimonthly progress reports 2) Regular check-in meetings with TCC staff 3) Host steering committee meetings to coordinate all projects and transformative plans			
<b>Equipment</b>	N/A	Project Completion Period	\$0	\$0
<b>Contingency</b>			\$23,678.50	\$0
<b>Lead Entity Indirect Costs</b>	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement.	Project Completion Period	\$0	\$0
<b>Grantee Total</b>			<b>\$2,416,551.00</b>	<b>\$401,795.50</b>

## IMPLEMENTATION GRANT AGREEMENT

### Round 4 FY 2021-2022

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

#### Budget and Schedule of Deliverables for Funded Projects

<b>Project # and Name:</b> 1 - McKinley Park Project		<b>Strategy:</b> 7 - Urban Greening and Green Infrastructure		
<b>Lead Entity:</b> City of Stockton Public Works				
<b>Project Description:</b> The McKinley Park Project will completely transform the existing dilapidated site into a beautiful park full of amenities and activities. The largest municipal park in South Stockton (23 acres), McKinley Park will once again offer a swimming pool, soccer fields, picnic areas, futsal courts, basketball courts, and a baseball field. Residents will once again be able to walk through this beautiful park on brand new pathways and enjoy an afternoon under the shade of newly planted trees. TCC funds will be used to pay for mobilization of construction efforts, tree planting, play fields, walking paths, and bioswales.				
<b>Operations &amp; Maintenance Plan:</b> The City of Stockton will utilize its General Fund for all operations and maintenance needs for the project. No operation and maintenance needs for the project will be dependent on any grant funds. The City’s Public Works Department will be responsible for the ongoing maintenance, replacement, and repair of the facility during and after the grant term.				
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
<b>Task 1: Project Start-up</b>				
A: Preparation of project plans, specifications, and estimate for advertising on the city website. Reviewing contractors’ bids and routing contract to city council for award.	A: 1) Final notice of bid selection (web link, if available) 2) Final project plans (design plans, project schedule) 3) Proof of advertisement on City website (can be screenshot, weblink, etc.)	Grant Execution - 2026	\$37,500.00	\$0
B: Mobilization, traffic control, construction surveying, and grading at McKinley Park.	B. Inspection report summarizing the completion of mobilization, traffic control, construction survey, and grading at McKinley Park.			
<b>Task 2: Planting Trees</b>				
A: Install 150 trees throughout McKinley Park.	A: Installation of 150 new trees, demonstrated by inspection report including pictures	Grant Execution - 2025	\$71,800.00	\$0

## IMPLEMENTATION GRANT AGREEMENT

### Round 4 FY 2021-2022

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

B: New water efficient irrigation system for the 150 trees.	B: Installation of new irrigation system for all trees, demonstrated by inspection report.			
Task 3: Turf Install at New Softball Field				
A: Installation of 41,548 SF of turf from sod for the softball field at McKinley Park.	A: Installation of turf from sod for the softball field, demonstrated by inspection report	Grant Execution - 2025	\$124,644.00	\$0
Task 4: Installation of Walking Paths				
A: Installation of approximately 11,466 SF of concrete and 6,865 SF of decomposed granite walkways around the perimeter of the soccer fields at McKinley Park.	A: Installation of concrete and decomposed granite walkways, demonstrated by inspection report	Grant Execution - 2025	\$350,403.00	\$0
Task 5: Demolish & Install of Bioswale at 8th Street Parking Lot				
A: Removal of approximately 1000 SF of asphalt pavement and aggregate bases at 8th Street parking lot at McKinley Park.	A: Removal of pavement for the bioswale improvements, demonstrated by inspection report.	Grant Execution - 2025	\$97,470.30	\$0
B: Installation of the 1530 SF bioswale along the east landscaping area of the 8th Street parking lot.	B: Installation of bioswale improvements, demonstrated by inspection report.			
Task 6: Pool & Pool House Improvements				
A: Demolition of the existing pool house, construction of new pool house, renovation of the pool, pool deck repairs, and new pool piping installation.	A: Installation of pool related amenities at McKinley Park, demonstrated by inspection report.	Grant Execution - 2025	\$0	\$3,156,311
Task 7: McKinley Park Amenities				

# IMPLEMENTATION GRANT AGREEMENT

## Round 4 FY 2021-2022

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4  
Grant Number: SGCXXXXX, City of Stockton

A: Installation of new picnic shelters, new ball fields, play area, restrooms, basketball courts, futsal courts, soccer fields maintenance, landscaping and irrigation system modification, pathway lighting, parking lot ADA modifications, and parking lot resurfacing at the McKinley Park.	A: Installation of all other park amenities at McKinley Park, including but not limited to picnic shelters, ball fields, play areas, restrooms, basketball courts, landscaping, irrigation, lighting, and parking lot resurfacing. Demonstrated by inspection report.	Grant Execution - 2025	\$0	\$7,893,713
<b>Task 8: Grant Administration</b>				
A: Manage and oversee implementation of the design and construction of the project.	A: Bimonthly invoicing, progress reports, annual reporting, and annual data reporting.	Grant Execution - 2026	\$68,182.70	\$863,792
<b>Equipment</b>	N/A	Project Completion Period	\$0	\$0
<b>Contingency</b>			\$0	\$1,173,184
	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement.	Project Completion Period	\$0	\$0
<b>Project Total</b>			<b>\$750,000.00</b>	<b>\$13,087,000.00</b>

## IMPLEMENTATION GRANT AGREEMENT

### Round 4 FY 2021-2022

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

<b>Project # and Name:</b> 2 - Climate Careers Program: Energy & Water		<b>Strategy:</b> 4 - Solar Installation, Energy Efficiency, and Appliance Electrification & 5 - Water Efficiency		
<b>Lead Entity:</b> Rising Sun Center for Opportunity				
<b>Project Description:</b> Rising Sun will operate its Climate Careers program throughout the Project Area, hiring low-income youth to deliver Green House Calls and benefit from an earn-and-learn experience focused on residential energy and water efficiency services, while also benefiting from: professional development workshops, a paid work experience, environmental justice and education workshops, career exposure opportunities, one-on-one interactions with Youth Development Specialists and more.				
<b>Operations &amp; Maintenance Plan:</b> Clients participating in Rising Sun’s provided service will be able to express any challenges faced after their service date (e.g., defective items). Rising Sun will work with the recipient of the service to remedy the situation within the grant term. Standard quality assurance steps will be taken on a case-by-case basis. Residents may conduct maintenance themselves for the newly installed items. In the event there is an installation error, the resident can reach out to Rising Sun to resolve the matter. In the event an item is defective from the manufacturer, Rising Sun would provide the contact information for the vendor. The client would then be responsible for contacting the respective vendor for the steps to take within the company warranty guidelines.				
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
<b>Task 1: Research and Program Redesign</b>				
A: Full-time staff will begin redesigning the program, update existing curriculum, manage program implementation, and create new staffing models to support the program.	A: Updated curriculum and staffing models	Grant Execution - 2026	\$886,014.96	\$0
B: Analyze data related to project materials installed during the previous years to get an accurate projection for materials needed in a programmatic year	B: Biannual inventory forecasting			
<b>Task 2: Outreach and Recruitment</b>				

**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

A: Rising Sun will create outreach content and conduct marketing to secure client interest and sign-ups for receiving the Green House Call service and retrofits.	A: Outreach collateral creation: clear concise door hangers, one-page guides, program post cards, digital flyers for email distribution	Grant Execution - 2026	\$552,736.20	\$0
B: Conduct outreach throughout the Project Area in order to secure enough sign-ups for the Green House Call service and retrofits.	B: 1) Summary of outreach efforts (at least quarterly) 2) 425 sign-ups total			
C: Rising Sun will enter into three separate contracts with outreach partners to engage with organizations and groups in the Project Area, and to further support the recruitment of Green House Call recipients.	C: Final contracts with approximately three organizations to target outreach within Project Area			
D: Hire seasonal staff 1) Rising Sun will create job descriptions for all temporary staff, including: Energy Specialist/ Driver, LIFT, Summer Program Manager, Youth Development Specialist, Appliance Program Specialist Youth Externs, Externship Manager, Appliance Program Manager. and Operations Coordinator 2) Post job opportunity and host interviews 3) Hire, train, & onboard	D: Hired and onboarded: 16 Energy Specialist/ Drivers, 2 LIFTs, 4 Summer Program Managers, 2 Youth Development Specialists, 3 Operations Coordinators, 6 Appliance Program Specialists, 24 Youth Externs, and 3 Externship Managers			
Task 3: Program Implementation				

**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
 Grant Number: SGCXXXXX, City of Stockton

A: Provide on-boarding training to Site Program Manager and Summer Program Manager. Training to include: Rising Sun HR onboarding and policies, employee rights, youth recruitment, client recruitment, and other pre-program tasks and responsibilities.	A: Summary of on-boarding training provided to Site Program manager and Summer Program Manager	Grant Execution - 2026	\$1,184,662.78	\$0
B: Provide on-boarding training to LIFT and Youth Development Specialists. Training to include: Rising Sun HR onboarding, employee rights, site office principles, practices, and standards, youth management and training, how to conduct a Green House Call, how to perform QA/QC and ensure high levels of accountability, etc.	B: Summary of on-boarding training provided to LIFT and Youth Specialists			
C: Provide on-boarding training to Energy Specialists and Energy Specialist Drivers. Training to include: experience professional development workshops and eco-literacy workshops, and become knowledgeable of all Rising Sun policies and HR procedures and employee rights and benefits.	C: Summary of on-boarding training provided to Energy Specialists and Energy Specialist Drivers			
D: Conduct Green House Calls throughout the Grant Project Area.	D: Green House Call implementation and service 425 total homes (Year 2: 225, Year 3: 200)			

**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

E: Qualify Green House Call recipients with water and energy appliance organizations (subcontractors) for install and/or repairs	E: Log of households registered for appliance upgrades			
F: Install energy efficiency measures into residents' homes	F: Install: 4,250 A19 LEDs, 1,275 BR30 LEDs, 425 LED night lights, 425 Tier II advanced power strips			
G: Install Energy Efficient appliance upgrades with subcontractor and Rising Sun Staff	G: Install: Ceiling fan: 30, Electronically Commutated Blower Motor (ECM): 30, Electric heat pump water heater: 45, Electric stovetop: 30, Electric dryer: 90, Electric oven: 30, Electric range: 60, Refrigerator: 60, Water heater blanket: 45, Smart thermostat: 60			
H: Install water efficiency measures into residents' homes	H: Install: Low flow kitchen aerator: 425, Bathroom aerator: 425, Shower head: 425			
I: Install Water Efficient appliance upgrades with subcontractor and Rising Sun Staff	I: Install: Residential dishwasher: 90, Toilet: 105, Clothes washer: 90, Thermostatic Shower Valve (TSV): 30			

**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

J: Provide career exploration workshops for seasonal employees.	J: 2-4 career exploration workshops			
K: Provide ongoing support to youth participants to help them reduce barriers to subsequent employment and secure jobs after their seasonal position ends	K: For each participant provided support services, Rising Sun will provide a summary of the support services rendered to that participant.			
L: Provide work experience stipends for seasonal work participants	L: Work experience opportunity for 24 participants			
M: Rising Sun will purchase technology equipment that will be used for the operations/implementation for program needs	M: Approximately 12 laptops or computers and 5 tablets purchased			
Task 4: Data Analysis and Reporting				
A: After each summer program season, Rising Sun will report deliverables and outcomes	A: Annual reports submitted after summer season.	Grant Execution - 2026	\$4,350.00	\$0
B: Bimonthly and grant close out reports and invoices	B: Bimonthly invoicing, progress reports, annual reporting, and grant close out reporting.			
C: Project-wide data analysis	C: Summary report for the appliance upgrade and Green House Call program			
D: Indicator tracking	D: Provide data as requested to evaluation partner			
Task 5: Grant Administration				
A: Professional development for staff and attending conferences	A: Summaries of 1-3 professional development opportunities for each FTE	Grant Execution - 2026	\$478,727.39	\$0

**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
 Grant Number: SGCXXXXX, City of Stockton

B: Administrative staff and operational staff will support the program as it applies to payroll and HR related tasks	B: Onboard/ process payroll for 75-80 employees			
<b>Equipment</b>	N/A	Project Completion Period	\$0	\$0
<b>Contingency</b>			\$4,879.41	\$0
<b>Lead Entity Indirect Costs</b>	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement.	Project Completion Period	\$413,439.26	\$0
<b>Project Total</b>			<b>\$3,524,810.00</b>	<b>\$0.00</b>

**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

<b>Project # and Name:</b> 3 - Hybrid Electric Bus Purchase		<b>Strategy:</b> 3.2 - Transit and Rail Access		
<b>Lead Entity:</b> San Joaquin Regional Transit District				
<b>Project Description:</b> San Joaquin Regional Transit District (RTD) seeks funding to acquire one hybrid electric bus for the frequency expansion of Route 576. The acquisition of the hybrid electric bus will begin following the grant award process and end with the deployment of the bus into service. The project will also support training of RTD staff to maintain the purchased bus as well as monitoring of the bus through the CALSTART program				
<b>Operations &amp; Maintenance Plan:</b> RTD will operate the buses acquired as part of this project in accordance with its Operator Handbook and will maintain the buses in accordance with its Vehicle Maintenance Plan after the end of the grant term. RTD will primarily utilize revenue from the following sources to fund the operations and maintenance of the buses after the end of the grant term: FTA 5307, State Transit Assistance Fund (STA), Local Transportation Fund (LTF), and passenger revenues.				
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
<b>Task 1: Purchase of Hybrid Electric Bus</b>				
A: Identify available options on existing contracts or release an RFP for one hybrid electric bus and award third-party contract.	A: Contract for bus purchase	Grant Execution - 2025	\$985,014.00	\$0
B: Accept delivery of one hybrid electric bus.	B: One bus delivered			
C: Deployment of one hybrid electric bus. Increase in frequency of Route 576.	C: One bus deployed and in operation. Confirmation of anticipated operating routes provided to TCC staff. Updated route schedules identifying increased frequency of route.			
<b>Task 2: Hybrid Specific Training</b>				
A: Final list of training required following purchase of hybrid bus	A: List of trainings required	2025	\$60,540.00	\$34,322.00
B: Maintenance bus orientation	B: Log of completed trainings			
C: Bus safety and familiarization	C: Log of completed trainings			
D: Cummins engine specific training	D: Log of completed trainings			

## IMPLEMENTATION GRANT AGREEMENT

### Round 4 FY 2021-2022

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

E: Allison hybrid specific training	E: Log of completed trainings			
Task 3: CALSTART Emission Calculations & Performance Monitoring				
A: Administrative support from CalSTART, kick-off meeting, and semi-annual reports	A: 1) Kickoff meeting notes 2) Semi-annual reports	2025 - 2026	\$12,000.00	\$0
B: Data collection and vehicle analysis/performance monitoring	B: 1) Test plan 2) Monthly data summaries (submitted during bimonthly TCC invoicing) 3) Annual reports, 4) Final technical report			
C: Workforce development: Develop a strategy to ensure incoming technicians are properly trained. Identify standard operating procedures for hydrogen, electric, and hybrid electric buses	C: Summary of workforce strategy and standard operating procedures for zero emissions buses			
Task 4: Grant Administration				
A: Manage and oversee implementation of the project.	A: Bimonthly invoicing, progress reports, annual reporting, and annual data reporting.	Grant Execution - 2026	\$0	\$0
Equipment	N/A	Project Completion Period	\$0	\$0
Contingency			\$0	\$0
Lead Entity Indirect Costs	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement.	Project Completion Period	\$0	\$0
Project Total			\$1,057,554.00	\$34,322.00

## IMPLEMENTATION GRANT AGREEMENT

### Round 4 FY 2021-2022

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

<b>Project # and Name:</b> 4 - Energy for All - Single-Family		<b>Strategy:</b> 4 - Solar Installation, Energy Efficiency, and Appliance Electrification		
<b>Lead Entity:</b> GRID Alternatives North Valley				
<b>Project Description:</b> GRID will provide 393 kW-DC of installed solar capacity benefitting up to 87 low-income single-family households/property owners in the Project Area, including 32-35 cool roofs, while engaging learn-and-earn trainee participants in the project implementation. GRID will complete solar readiness (e.g., roof repairs) of homes to install solar as needed.				
<b>Operations &amp; Maintenance Plan:</b> Warranties for the solar systems are factored into the solar installation's initial costs and TCC grant request, so they are provided at no additional cost to the client. GRID will repair and service any issues under our 10-year labor warranty, starting from the date of solar installation completion. This is in addition to any third-party owner's 5-year roof penetration warranty, and a 20-year no-cost repair warranty. These warranties do not cover issues unrelated to the solar system or any pre-existing conditions.				
The typical long-term maintenance required is keeping the panels clean and free of additional shade. For the multifamily solar systems, the owner is responsible for operations and maintenance ("O&M").				
Under a third-party owner prepaid power purchase agreement (PPA), the benefitting low-income households continue to be responsible for keeping greenery trimmed and not permitting any condition that would cause the solar system to not operate as intended. The homeowners and affordable housing owners are responsible for notifying GRID if there is a problem, such as damage, disturbance, or theft of the solar system, so it can be addressed swiftly.				
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
<b>Task 1: Conduct Outreach and Qualify Households/Property Owners</b>				
A: Develop outreach plan	A: Outreach plan, materials, and marketing.	Project Completion Period	\$281,925.54	\$102,660.00
B: Identify and qualify low-income households/property owners based on program eligibility	B: Report the number of: 1) Events attended and outreach tabling/marketing campaigns conducted 2) Qualified applications received			
C: Secure contracts with qualified households/property owners	C: Number of completed contracts for system installations			
<b>Task 2: Single Family Solar Installation</b>				

## IMPLEMENTATION GRANT AGREEMENT

### Round 4 FY 2021-2022

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

A: Finalize solar PV system designs and secure building permits and other approvals as appropriate	A: Report the number of: 1) Completed solar PV designs 2) Building permits approved by the City of Stockton	Project Completion Period	\$2,321,460.39	\$76,781.00
B: Complete solar readiness (roof repairs, cool roofs, etc.) and install solar systems	B: Report the number of: 1) Repairs/re-roofs completed (anticipate 32-35 cool roofs) 2) Completed installations of up to 393 kW of solar PV systems total across approximately 87 properties 3) Received permission to operate (PTO) from utility			
C: Conduct post-installation follow-up	C: Warranty information delivered to households/property owners			
Task 3: Workforce Development and Trainee Participation on Solar Installations				
A: Conduct outreach, complete cohort trainings, and engage community members in learn-and-earn solar installation	A: 1) Installation Basics Training (IBT) program completed by 48 trainee participants 2) 4-6 interns hired for paid positions through grant term	Project Completion Period	\$472,933.41	\$100,000.00
Task 4: Grant Administration				
A: Grant and contract administration, including bimonthly invoicing and progress reports	A: Project management and reports completed and submitted as required	Project Completion Period	\$422,463.03	\$170,559.00
B: Indicator tracking and annual reporting	B: Annual data reporting			
Equipment	N/A	Project Completion Period	\$0	\$0
Contingency			\$34,492.63	\$0

**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*

Grant Number: SGCXXXXX, City of Stockton

<b>Lead Entity Indirect Costs</b>	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement.	Project Completion Period	\$393,000.00	\$0
<b>Project Total</b>			<b>\$3,926,275.00</b>	<b>\$450,000.00</b>

## IMPLEMENTATION GRANT AGREEMENT Round 4 FY 2021-2022

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

<b>Project # and Name:</b> 5 - Energy for All - Multi-Family		<b>Strategy: 4 -</b> Solar Installation, Energy Efficiency, and Appliance Electrification Solar Installation and Energy Efficiency		
<b>Lead Entity:</b> GRID Alternatives North Valley				
<b>Project Description:</b> GRID Alternatives North Valley (GRID) will install 85 kW-DC of solar capacity for one (1) project in the Project Area. The project will aid in the reduction of greenhouse gas emissions, lower costs for the affordable housing operator and low-income tenants, and provide clean energy accessibility to the community within the Project Area. Additionally, GRID Alternatives will continue project development efforts to evaluate additional MF properties for solar within the grant term.				
<b>Operations &amp; Maintenance Plan:</b> Warranties for the solar systems are factored into the solar installation's initial costs and TCC grant request, so they are provided at no additional cost to the client. GRID will repair and service any issues under our 10-year labor warranty, starting from the date of solar installation completion. This is in addition to any third-party owner's 5-year roof penetration warranty, and a 20-year no-cost repair warranty. These warranties do not cover issues unrelated to the solar system or any pre-existing conditions.				
The typical long-term maintenance required is keeping the panels clean and free of additional shade. For the multifamily solar systems, the owner is responsible for operations and maintenance (“O&M”).				
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
<b>Task 1: Conduct Predevelopment and Qualify Eligible Multifamily Property within the Project Area</b>				
A: Confirm eligible multifamily properties in the Project Area	A: One (1) multifamily property confirmed for solar PV in Project Area	Grant Execution - 2024	\$36,514.98	\$0
B: Secure contracts with property owners/operators	B: Completed contract for system installations			
<b>Task 2: Install 85 kW-DC of Solar PV on an Eligible Multifamily Property within the Project Area</b>				
A: Finalize solar PV system designs and secure building permits and other approvals as appropriate	A: Completed Solar PV Design Building permit received from City of Stockton	Grant Execution - 2027	\$242,044.09	\$0
B: Install solar PV systems	B: Completed installation of PV System Received permission to operate (PTO) from utility			
C: Conduct post-installation follow-up	C: Warranty information delivered to owner			

**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
 Grant Number: SGCXXXXX, City of Stockton

<b>Task 3: Grant Administration</b>				
A: Grant and contract administration, including bimonthly invoicing and progress reports	A: Project management and reports completed and submitted as required	Grant Execution - 2027	\$191,660.82	\$0
B: Indicator tracking and annual reporting	B: Annual data reporting			
<b>Equipment</b>	N/A	Project Completion Period	\$0	\$0
<b>Contingency</b>			\$85,001.62	\$0
<b>Lead Entity Indirect Costs</b>	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement.	Project Completion Period	\$51,870.49	\$0
<b>Project Total</b>			<b>\$607,092.00</b>	<b>\$0.00</b>

## IMPLEMENTATION GRANT AGREEMENT

### Round 4 FY 2021-2022

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

<b>Project # and Name:</b> 6 - Urban Forest Renovation Project		<b>Strategy:</b> 7 - Urban Greening and Green Infrastructure		
<b>Lead Entity:</b> City of Stockton, Public Works				
<b>Project Description:</b> This project will create a sustainable urban forestry program that will plant and manage trees to improve the quality of life for residents. The project includes: removal of 500 stumps and planting approx. 1,500 new trees at locations where trees were lost to natural events, identifying opportunities for planting new trees, and workforce training. The City of Stockton's Public Works department will work alongside Little Manila Rising to implement this project.				
<b>Operations &amp; Maintenance Plan:</b> The City of Stockton provided a Tree Operations & Maintenance Plan drafted for this TCC project. The City of Stockton will be responsible for the ongoing maintenance plan during the grant term and will use subcontractors to plant and maintain trees during the grant term and for post-grant maintenance. After the end of the initial four years, funding sources available for operations and maintenance will be requested from the General Fund to be allocated for tree services. At the time of grant agreement execution, the General Fund has obligated a budget of approximately \$1.5 million annually for its trees.				
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
<b>Task 1: Urban Greening - City of Stockton</b>				
A: Hire City Arborist	A: Job description	Project Completion Period	\$1,929,280.00	\$0
B: Identify planting spaces and stump removal sites	B: Identify 500 planting sites and 500 stump removal sites			
C: Conduct an RFP process to identify a subcontractor for stump removal, site preparation, tree planting and maintenance during the grant term.	C: Final contract			
D: Remove stumps	D: Report or other documentation demonstrating 500 stumps were removed per stipulations of Public Works' contract with subcontractor			

## IMPLEMENTATION GRANT AGREEMENT

### Round 4 FY 2021-2022

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

E: Prepare planting sites (decomposed granite, concrete cutting, etc.)	E: Report or other documentation demonstrating 500 planting sites were prepared per stipulations of Public Works' contract with subcontractor			
F: Plant trees on streetscapes, city rights-of-way, and parks.	F: Report or other documentation demonstrating 500 trees were planted per stipulations of Public Works' contract with subcontractor			
G: Maintain trees planted. Maintenance will consist of regular tree care (e.g., spreading mulch, rebuilding berms, pruning, re-staking, and watering as necessary).	G: Quarterly maintenance reports			
H: Water trees weekly for a minimum of 1-2 years	H: Quarterly maintenance reports			
I: Check tree stakes weekly; re-stake as necessary	I: Quarterly maintenance reports			
J: Structural prune after 1.5-2 years	J: Quarterly maintenance reports			
Task 2: Urban Greening Grant Administration - Little Manila Rising and City of Stockton				
A: Grant Administration	A: Bimonthly invoicing and progress reports	Project Completion Period	\$1,406,260.00	\$0
B: Provide annual reports to third-party evaluation partners on program deliverables	B: Annual indicator reports			

**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

C: Hire program staff for Urban Forestry program for community tree plantings, to oversee the workforce development program, and fulfill all administrative requirements of LMR for the grant (i.e. invoicing, reporting, etc.)	C: Job description			
D: Inventory maintenance subcontracting	D: Secure community inventory partners to monitor and prioritize maintenance and repair.			
<b>Task 3: Community Engagement Strategy - Little Manila Rising</b>				
A: Contact schools, churches, businesses, residents, and other community organizations to recruit volunteers for community tree planting events. Hold 16 events over grant term	A: Event summaries with information such as date/time, number of volunteers, number of trees planted, and photos	Project Completion Period	\$154,930.00	\$0
B: Facilitate community tree events. These events consist of planting events where recruited volunteers plant trees in small groups under the direction and guidance of LMR professional staff. Also include park care days and public forums on the state of the canopy	B: 16 community tree events			
C: Follow up with residents proximate to planted trees to check on the status of trees and educate residents on how they can help maintain the urban forest.	C: Annual report summarizing data collection of tree placement and health			
<b>Task 4: Tree Planting &amp; Maintenance - Little Manila Rising</b>				

**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

A: Identify planting sites collaboratively with the City of Stockton.	A: 1,000 locations identified via tree plotter	Project Completion Period	\$230,000.00	\$0
B: Purchase trees on an ongoing basis - not all at once - to reduce the burden of storing trees.	B: 1) Annual assessment of tree nurseries, identifying nurseries that can meet planting needs 2) 1,000 trees purchased			
C: Prepare planting sites (pre-dig, concrete cutting, etc.)	C: Log of 1,000 planting sites prepared			
D: Plant trees in City ROW, school property, residential properties, and parks	D: Log of 1,000 trees planted			
E: Maintain trees planted. Maintenance will consist of regular tree care (e.g., spreading mulch, rebuilding berms, pruning, re-staking, and watering as necessary).	E: Quarterly reports on tree health, placement, and replacement data			
F: Monitor trees planted and replace as necessary	F: Quarterly reports on tree health, placement, and replacement data			
<b>Task 5: Workforce - Little Manila Rising</b>				
A: Recruit participants for tree maintenance / planting training cohorts and arrange 15-week training curricula and field experience	A: Enroll 28 trainees (7 cohorts of 4) over the term of the grant	Project Completion Period	\$236,390.00	\$0

## IMPLEMENTATION GRANT AGREEMENT

### Round 4 FY 2021-2022

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

B: Enroll individuals into workforce development program. Build upon network of partnerships among all "Responsible Parties" and a formal procedure for case managers to associate clients' needs with local resources	B: 1) Track need and enroll 28 trainees into case management system over the term of the grant. Provide summary of case management services provided. 2) Provide summary of any formal procedures adopted			
C: Each member of each training cohort visits active job sites and/or join tree services manager on ride-along to experience tree services staff duties	C: Log of site visits and post-visit surveys provided annually			
D: Cohort members work with LMR staff to provide career navigation support for participants upon completion of program	D: Maintain post-graduation records of contacts, opportunities, place of employment			
E: Coordinate multi-day offerings of workplace safety, first-aid, holistic health trainings for each cohort	E: Enroll 28 participants into OSHA 10; OSHA First Aid and online mental health support trainings. Issue minimum of 20 certificates over the term of the grant			
<b>Equipment</b>	Vehicle for Arborist	Project Completion Period	\$52,000.00	\$0
<b>Contingency</b>			\$400,786.00	\$0
<b>Lead Entity Indirect Costs</b>	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement.	Project Completion Period	\$100,284.00	\$0
<b>Project Total</b>			<b>\$4,509,930.00</b>	<b>\$0.00</b>

## IMPLEMENTATION GRANT AGREEMENT

### Round 4 FY 2021-2022

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*

Grant Number: SGCXXXXX, City of Stockton

<b>Project # and Name:</b> 7 - Edible Education on the Farm		<b>Strategy:</b> 8 - Health and Well-Being		
<b>Lead Entity:</b> Edible Schoolyard Project Stockton				
<b>Project Description:</b> The Edible Education on the Farm project will provide project area residents agricultural and healthy eating educational opportunities and provide access to fresh, local, organic produce through a CSA food box distribution. Education will be provided through field trips to the farm as well as farm festivals. CSA food box distribution is anticipated to involve distribution of approximately 400 boxes each month.				
<b>Operations &amp; Maintenance Plan:</b> No Operations or Maintenance Plan is included as TCC funds will be used solely to fund programming and not put towards farm operations or maintenance costs. Operations and Maintenance will be funded with private philanthropic contributions to the Edible Schoolyard Project.				
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
<b>Task 1: Community Supported Agriculture</b>				
A: Distribute CSA boxes of local, organic produce to field trip attendees & community members in the project area	A: Distribute 400 boxes monthly, 19200 total over grant term	Project Completion Period	\$844,000.00	\$0
B: Survey of CSA box recipients to gather input and feedback on the program	B: Provide results of annual survey			
C: Hire or maintain CSA Coordinator for grant term	C: Job description			
D: Hire or maintain Farm Manager for grant term	D: Job description			
E: Hire or maintain Farm Specialist for grant term	E: Job description			
<b>Task 2: Educational Programming</b>				
A: Provide no-cost educational field trip visits for schools serving students and families living in the project area	A: 1) Host 50 field trip visits annually. 200 total 2) Annual summaries of outreach efforts to focus attendance from Project Area.	Project Completion Period	\$632,000.00	\$0

## IMPLEMENTATION GRANT AGREEMENT

### Round 4 FY 2021-2022

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

B: Host in-person or virtual cooking classes for students and their families to support them in utilizing the produce distributed in the CSA boxes	B: Provide 12 classes annually. 48 total			
C: Hire or maintain two teachers for grant term	C: Job Description			
D: Design and implement field trip programming and family cooking classes	D: Annual summaries of field trip programming and cooking classes			
Task 3: Community Events and Outreach				
A: Quarterly community farm festivals	A: Host 4 on-farm festivals annually for the residents and students in the project area. 16 total	Project Completion Period	\$52,160.00	\$0
B: Conduct outreach across project area for farm festivals, including posting fliers at schools, community centers, and libraries.	B: Design and post fliers around project area for each farm festival.			
C: Promote events on social media	C: Post at least three times to promote each farm festival			
Task 4: Grant Administration				
A: Manage and oversee implementation of the project.	A: Bimonthly invoicing, progress reports, annual reporting, and annual data reporting.	Project Completion Period	\$611,060.00	\$0
B: Hire or maintain Program Director for grant term	B: Job description			
Equipment	N/A	Project Completion Period	\$0	\$0
Contingency			\$213,931.00	\$0

**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*

Grant Number: SGCXXXXX, City of Stockton

<b>Lead Entity Indirect Costs</b>	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement.	Project Completion Period	\$147,600.00	\$0
<b>Project Total</b>			<b>\$2,500,751.00</b>	<b>\$0.00</b>

## IMPLEMENTATION GRANT AGREEMENT

### Round 4 FY 2021-2022

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

<b>Project # and Name:</b> 8 - DAWN Program		<b>Strategy:</b> 9 - Indoor Air Quality		
<b>Lead Entity:</b> Little Manila Rising				
<b>Project Description:</b> The DAWN Program will conduct home visits to 250 resident households and distribute air purifiers and asthma remediation kits to improve indoor air and reduce exposure to asthma triggers. The program proposes an integrated approach that also incorporates advocacy related to asthma prevention and treatment.				
<b>Operations &amp; Maintenance Plan:</b> As above, the DAWN Program does not include the creation or maintenance of any facilities, nor do costs include the purchase of infrastructure, vehicles, or equipment by the definition of the guiding documents of this proposal. O&M for this program is not necessary beyond the in-home guidance and education provided during the grant term regarding the use of provided air filters and asthma remediation kits.				
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
<b>Task 1: Administration</b>				
A: Hire/Retain and onboard 1 Asthma Mitigation Director (.30) FTE to oversee program	A: Job description	Project Completion Period	\$691,080.00	\$0
B: Hire/Retain and onboard 1 Community Health Worker (CHW) FTE to conduct home visits	B: Job description			
C: Hire/Retain and onboard 1 Community Health Worker (CHW) PT to conduct home visits	C: Job description			
D: Manage and oversee implementation of the project	D: Bimonthly invoicing, progress reports, annual reporting, and annual data reporting.			
<b>Task 2: Community Health Worker conducts home visits, education, and trainings with community residents</b>				
A: Design criteria for eligible community resident participation for home visits	A: Formalize criteria for community resident participation	Project Completion Period	\$209,725.00	\$0
B: CHWs conduct home visits with education and trainings (2-3 home visits per day and no more than 12 per week) with community residents	B: Conduct 250 home visits (report home visits completed at each bimonthly invoicing cycle)			

## IMPLEMENTATION GRANT AGREEMENT

### Round 4 FY 2021-2022

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

C: Distribute portable air filtration devices and replacement filters	C: Distribute 250 air filtration devices			
D: Distribute minor/moderate asthma remediation supplies	D: Distribute remediation supplies to up to 250 households			
E: Provide subsidies for increased residential electricity costs	E: Provide \$100 stipend for up to 250 households			
F: Document and collect data through intake process and reporting	F: Coordinate report with Health Equity Director over the term of the grant			
Task 3: Establish partner referral network to engage in program services and social service support				
A: Engage with well-versed partners to distribute materials and to supplement our recruitment efforts from CBOs that have access with hard-to-reach populations	A: Formalize collaboration efforts with 5-6 community partners	Project Completion Period	\$6,800.00	\$0
B: Recruit community resident participants through TCC partners, referral health systems, churches, schools	B: Each CHW recruits at least 20-40 participants per year			
C: Identify, connect, and meet bimonthly with community-based health care providers and managed care organizations in the region	C: Strengthen partner referral network to strategize on best practices			
Task 4: Grant Administration				
A: Conduct outreach to community members for referrals within project area and at partnering community events	A: 1) Submit quarterly reports of outreach conducted and estimate(s) of individuals engaged/referred. 2) Submit quarterly qualitative reports highlighting the perspectives of at least two community members in the program.	Project Completion Period	\$7,000.00	\$0

**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
 Grant Number: SGCXXXXX, City of Stockton

B: Recruit community residents for DAWN program at TCC-related community events such as the Block Party (Urban Forestry, CEP, etc.)	B: 1) Submit quarterly reports of outreach conducted and estimate(s) of individuals engaged/referred. 2) Submit quarterly qualitative reports highlighting the perspectives of at least two community members in the program.			
<b>Equipment</b>	N/A	Project Completion Period	\$0	\$0
<b>Contingency</b>			\$91,461.00	\$0
<b>Lead Entity Indirect Costs</b>	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement.	Project Completion Period	\$0	\$0
<b>Project Total</b>			<b>\$1,006,066.00</b>	<b>\$0.00</b>

## IMPLEMENTATION GRANT AGREEMENT Round 4 FY 2021-2022

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

### Budget and Schedule of Deliverables for Transformative Plans

Community Engagement Plan		Lead Entity: Public Health Advocates		
<p><b>Plan Description:</b> The CEP is an integrative plan to foster coordination and alignment, outreach, capacity-building, and communications. Partners will consistently reach constituencies most impacted by the effects of environmental pollution and continue building trust throughout the Project Area. The CEP centers residents by emphasizing meaningful participation and recognizing them as key decision-makers.</p> <p>The Community Engagement Implementation Team (CEIT) includes community-based organizations Public Health Advocates (PHA), Little Manila Rising (LMR), and Catholic Charities (CC). The CEIT will develop educational campaigns and communication strategies for Stockton Rising and facilitate input from residents and the steering committee. The CEIT will also host quarterly Community Coalition Meetings (CCMs), annual summits, and at least two block parties. CCMs will serve as both a venue for educational campaigns to promote climate resiliency and communicate updates on Stockton Rising project implementation.</p> <p>To guarantee resident capacity building, two resident-centered programs will be implemented. PHA will train resident "Climate Leaders" to become community experts on Stockton Rising. LMR will implement the youth advocates project to engage local youth around climate resiliency, and will conduct annual PhotoVoice walking tours of the area to capture the challenges, opportunities, and progress of TCC projects and resident perspectives through an interactive online story map.</p>				
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
Task 1: Oversee the Execution of the Community Engagement Plan				
A: Hire or assign a Program Manager and Program Specialist	A: Job description	Project Completion Period	\$870,346.88	\$0.00
B: Recruit eight (8) Resident Representatives to serve on the Collaborative Stakeholder Structure (CSS)	B: List of Resident Representatives			
C: Facilitate virtual or in-person monthly meetings of the Community Engagement Working Group to coordinate engagement activities	C: Bimonthly summaries of Community Engagement Working Group coordination activities			

**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
 Grant Number: SGCXXXXX, City of Stockton

D: Facilitate quarterly resident-centered Community Coalition meetings. One of the meetings each year will be an annual summit for project area residents, organizations, and business owners to review progress and learn about evaluation metrics.	D: 1) For quarterly Community Coalition meetings/annual summits: a. Meeting summaries (date/time/location, number of attendees, summary of outcomes) b. Final meeting materials c. Publicity materials (announcements, photos from key events) 2) Collect satisfaction and feedback surveys from CCM attendees 3) Host annual summit			
E: Conduct outreach to community members within the Project Area. Outreach strategies include: social media, door to door outreach with at least two canvassing events per year, word of mouth, billboard advertisements, partnering with existing groups (known and trusted residents and community and faith-based organizations).	E: 1) Quarterly summary report of outreach conducted (overview of methods, dates/locations, and potential contacts identified) 2) Quarterly qualitative reports highlighting the perspectives of at least two (2) community members			
F: Host at least two (2) block parties to celebrate TCC and engage residents.	F: 1) Publicity materials 2) Photos from events			
G: PHA to recruit and develop 20 resident leaders to be trained as Climate Leaders.	G: Summary report of outreach conducted (overview of methods, dates/locations, and potential contacts identified)			

## IMPLEMENTATION GRANT AGREEMENT

### Round 4 FY 2021-2022

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

H: Train Climate Leaders on Environmental Justice, Advocacy, Community Engagement, and Stockton Rising-funded projects through a series of twenty (20) trainings for a cumulative total of approximately 30 hours of training.	H: 1) For Climate Leader trainings: a. Meeting summary (date/time/location, number of attendees, summary of outcomes) b. Final meeting materials (curriculum, handouts) c. Publicity materials (announcements, photos from key events) 2) Summary of Climate Leader training evaluation through post-training qualitative surveys			
I: Lead administration of CEP	I: 1) Bimonthly invoicing and progress reports 2) Annual Indicator Tracking Reports			
<b>Task 2: Create a Stockton Rising Youth Engagement Program</b>				
A: Recruit and develop up to 24 youth to become climate resiliency experts. Goal is to have at least 16 youth be new participants and open positions for 8 returning participants	A: Summary report of outreach conducted (overview of methods, dates/locations, and potential contacts identified)	Project Completion Period	\$484,343.77	\$0

## IMPLEMENTATION GRANT AGREEMENT

### Round 4 FY 2021-2022

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

B: Train youth on climate resilience and environmental justice projects to learn about and communicate the goals of Stockton Rising and local climate action	B: 1) Summary of training curriculum provided 2) Summary of outreach conducted by Climate Experts to Project Area per Task 2A, and publicity materials 3) Evidence of youth participation as co-hosts of at least one quarterly community coalition meeting each year (e.g., pictures, meeting agendas, minutes, etc.)			
C: Evaluate success of Youth Engagement Program training goals	C: Summary report of post-training qualitative surveys to assess increase in knowledge of training topics and comfortability in sharing information TCC projects.			
D: Conduct PhotoVoice walking audits (up to 3 annually) around South Stockton where participants live to get a sense of the challenges and opportunities of TCC.	D: 1) Interactive online map that will display pictures and commentary from PhotoVoice walking audits 2) Host a photo gallery during block parties			
E: Grant administration	E: 1) Bimonthly invoicing and progress reports 2) Annual indicator tracking reports			
<b>Task 3: Communicate TCC Implementation Progress</b>				
A: Share updates on TCC implementation via the Stockton Rising website and social media networks	A: Bimonthly summary report of Stockton Rising communications	Project Completion Period	\$178,654.75	\$0

## IMPLEMENTATION GRANT AGREEMENT

### Round 4 FY 2021-2022

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

B: Create a Stockton Rising video success story to enhance the outreach, education and engagement of the Project Area. The video will provide visual project updates and connect individuals, the community, and the goals of the TCC project	B: Stockton Rising video			
C: Create social media content to support outreach to the community members within the Project Area in coordination with CEP Partners	C: Bimonthly summary of coordination with CEP partners			
D: Create a recruitment video for PHA's Climate Leaders program to encourage applications and raise awareness (Task 1F)	D: Two (2) recruitment videos for PHA's Climate Leaders program			
E: Grant administration	E: 1) Bimonthly invoicing and progress reports 2) Annual indicator tracking reports			
<b>Equipment</b>	N/A	Project Completion Period	\$0	\$0
<b>Contingency</b>			\$0	\$0
<b>PHA Indirect Costs</b>	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement.	Project Completion Period	\$58,240.86	\$0
<b>LMR Indirect Costs</b>	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement.	Project Completion Period	\$82,088.00	\$0

**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*

Grant Number: SGCXXXXX, City of Stockton

<b>CC Indirect Costs</b>	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement.	Project Completion Period	\$17,911.74	\$0
<b>Plan Total</b>			<b>\$1,691,586.00</b>	<b>\$0.00</b>

## IMPLEMENTATION GRANT AGREEMENT

### Round 4 FY 2021-2022

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

Workforce Development and Economic Opportunities Plan		Lead Entity: Rising Sun Center for Opportunity		
<b>Plan Description:</b> The WDEOP will create high-quality jobs and develop training programs focused on the specific needs of Project Area residents. The WDEOP-funded projects are: (1) a summer youth program focused on residential energy and water efficiency led by Rising Sun Center for Opportunity (RS); (2) a garden program for incarcerated individuals led by Insight Garden Program (IGP); (3) a 15-week urban greening and conservation training program led by Little Manila Rising (LMR) that trains local system-impacted adults in forestry basics, conservation, land stewardship, and job readiness skills, and (4) targeted recruitment and wrap-around services for Project Area residents to complete a variety of locally available training programs that train individuals for multi-craft apprenticeship readiness, truck driving, welding, and software developing. All WDEOP partners, including those listed above and GRID Alternatives who is securing site space for regional training needs, will participate in a WDEOP Coordination Group that will facilitate coordinated recruitment and support of trainees.				
<b>Special Project Reimbursement Conditions:</b> Distribution of support funds is contingent on Task 1B - development of a plan for the WDEOP working group to collaboratively manage and allocate the remaining lump sums (noted as "Miscellaneous wrap-around services" in the final workbook), including distribution of support service funds across the training programs or funding for additional participants from Project Area to complete the proposed programs.				
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
<b>Task 1: Manage Training Program Pipeline</b>		Subtask A-B (2023)	\$296,595.00	\$0
A: Set up and oversee monthly WDEOP coordination group that includes between 8 - 12 partners to coordinate workforce activities	A: 1) WDEOP Management Plan 2) Summary of WDEOP coordination group members and structure 3) Bimonthly summary of WDEOP meetings and coordination activities	Subtask C-D (Project Completion Period)		
B: Develop plan for WDEOP Coordination Group to collaboratively manage shared costs for trainee wrap-around services	B: WDEOP Coordination Group plan to assess trainee needs and administer support service funds to trainees			

**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
 Grant Number: SGCXXXXX, City of Stockton

C: Recruit at least five (5) participants from the TCC Project Area into a training program at the Anthony Soto Employment and Training Facility: MC3 Construction, Welding, Truck Driving, or Code Stack Academy	C: Summary report of outreach conducted (overview of methods, dates/locations, and potential contacts identified)			
D: Administer the MC3 Construction, Welding, Truck Driving, Code Stack Academy training programs	D: Summary of training curriculum provided, trainee completion rates [goal of 80% completion / four (4) program completers], and completed credentials to be provided each progress report			
E: Job placement for program graduates	E: Summary of job placements for at least four (4) training program graduates			
F: Coordinate and provide stipends and wrap-around services to support completion of training programs	F: Summary report of stipends and support services provided to training program participants			
G: Administer and report out on WDEOP	G: 1) Bimonthly invoicing and progress reports 2) Annual indicator tracking Reports			
<b>Task 2: Rising Sun - Climate Careers Training Program</b>				

**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

A: Administer Climate Careers program to two (2) cohorts with nine (9) participants per cohort	A: Summary of training curriculum provided, trainee completion rates [goal of 80% graduation/ fourteen (14) participants], and completed credentials to be provided each cohort	2023 - 2026	\$314,728.42	\$0
B: Recruit eighteen (18) youth to participate in Climate Careers summer program with a goal of at least 50% of trainees from the project area	B: Summary report of outreach conducted (overview of methods, dates/locations, and potential contacts identified) for two (2) cohorts			
Task 3: Rent Training Space for TCC Workforce Programs				
A: Secure training site suitable for TCC workforce program trainings	A: Copy of lease agreement for training space	Subtask A-B (2023)	\$200,000.00	\$0
B: Develop partnership agreements for GRID Alternatives, Little Manila Rising, Insight Garden Program, and Rising Sun to utilize space for Stockton Rising workforce development activities	B: Formalized partnership agreements describing how the Stockton Rising workforce partners will utilize the training space for individual training programs and coordinated workforce development planning activities	Subtask C-D (Project Completion Period)		
C: Utilize the space for at least four (4) four recruitment events, at least one (1) for each cohort with potential joint events with partners.	C: Bimonthly summary report of outreach events (overview of methods, dates, and potential contacts identified; outreach & publicity materials)			

**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

D: Facilitate partner training activities on site	D: Bimonthly summary report of workforce trainings facilitated on site (dates/times, training type, TCC program and partner, # of attendees)			
<b>Task 4: Insight Garden Program Inreach and Reentry Support</b>				
A: Create capacity for Insight Garden Program to focus on enrolling incarcerated Stockton residents into their program, with a goal of four (4) individuals receiving full services	A: 1) Plan for formalizing reentry partnerships in Stockton 2) Summary of coordination with community partners in Stockton	Project Completion Period	\$197,903.56	\$63,489.56
B: Inreach programming to enroll incarcerated Stockton residents in IGP	B: 1) Summary of inreach efforts over the grant term to 40 incarcerated participants (with goal of 4 participants receiving full services upon reentry) provided twice per year. 2) 40 participants enrolled in programming			

**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
 Grant Number: SGCXXXXX, City of Stockton

<p>C: Administer IGP programming. Curriculum will teach life skills including interpersonal communication, leadership development, community-building, and emotional processing as well as practical skills such as permaculture, landscape design, soil building, organic gardening, and conservation. The curriculum also has lessons on environmental justice, food access, and health equity.</p>	<p>C:</p> <ol style="list-style-type: none"> <li>1) Summary of IGP curriculum</li> <li>2) Summary of program completion rates (target 75% graduation rate), completed credentials, and outcomes</li> </ol>			
<p>D: Support service coordination and employment for graduates of the program that reenter during the term of the grant; work with Stockton Rising partners, local environmental organizations, for-profit green sector companies, and farm-to-table restaurants to secure job placements for IGP graduates upon reentry.</p>	<p>D:</p> <ol style="list-style-type: none"> <li>1) Summary of support services provided to IGP reentry participants</li> <li>2) Job placement and retention report. Target 90% of graduates reentering gain employment before end of grant term.</li> </ol>			
<p><b>Task 5: Little Manila Rising Urban Forestry Training &amp; Capacity Building</b></p>				

**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

A: Develop robust and technical curriculum and training schedule for seven (7) urban forestry cohorts including 15 weeks of technical skill training, industry shadowing, and soft skills development	A: Summary of training curriculum developed with industry-informed standards and learning outcomes	Subtask A: 2023 – 2024  Subtasks B-E: Project Completion Period	\$153,000.00	\$0
B: Internal capacity-building trainings to prepare LMR Staff to effectively administer the urban forestry training programs and provide supportive services to trainees. Trainings may include curriculum development, workplace safety, facilitation skills, mental health first aid, and general high-road workforce development principles	B: Summary report of at least six (6) trainings offered to program staff			
C: Conduct outreach to inform, recruit and intake eligible residents from the project area for LMR Urban Forestry Program, with a goal of at least seven (7) residents enrolled per year (28 total residents enrolled)	C: Summary report of outreach conducted (overview of methods, dates/locations, and potential contacts identified)			

**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

D: Administer training and develop Individual Growth Plans for at least 25 trainees to support personal and professional development goals. Support trainees through monthly check-ins.	D: Summary of trainees enrolled and Individual Growth Plans developed for at least 25 participants, and trainee completion rates (goal of 75% completion rate, or 21 participants completing)			
E: Formalize job placement partnerships to support career ladder planning and job placements for trainees	E: 1) Summary report of partnership development activities and formalized workforce partnerships 2) Summary report of graduates placed in jobs (goal of 14 placements)			
<b>Equipment</b>	N/A	Project Completion Period	\$0	\$0
<b>Contingency</b>			\$22,049.02	\$0
<b>IGP Indirect Costs</b>	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement.	Project Completion Period	\$24,000.00	\$0
<b>Plan Total</b>			<b>\$1,208,276.00</b>	<b>\$63,489.56</b>

**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
 Grant Number: SGCXXXXX, City of Stockton

Displacement Avoidance Plan		Lead Entity: City of Stockton		
<b>Plan Description:</b> The City of Stockton acknowledges the importance of protecting its communities and ensuring that all residents can thrive in a safe and healthy environment. The Project Area, in particular, faces significant environmental threats that contribute to displacement and adversely impact the well-being of residents. This Displacement Avoidance Plan aims to address and mitigate these threats by implementing proactive strategies, pursuing collaborative efforts, and promoting sustainable development.				
<b>Project Reimbursement Conditions:</b> Before accessing Round 4 Displacement Avoidance Plan funds, the Lead Entity must complete the Displacement Avoidance work funded by the Round 3 Stockton Rising Implementation Grant and Round 3 Implementation Technical Assistance. The Lead Entity must submit a revised work plan and budget, and complete the revision of the Displacement Avoidance Plan that includes, at a minimum: a community engagement process that informs the design of the plan, with a 30-45 day period for community workshops and public comments, and a range of action items to pursue the recommended new or revised policies and programs arising from the DAP analysis. If the Displacement Avoidance Plan is not complete and approved by SGC by December 2023, the entire Stockton Rising TCC Plan may be subject to a stop work order.				
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
<b>Task 1: Work Plan and Budget</b>				
A: Finalize work with the Round 3 Stockton Rising DAP consultant to complete the Displacement Avoidance Study	A: TCC Displacement Report documenting top displacement risks of both existing residents and small businesses within the Project Area and discussing potential policy recommendations that meets the requirements of the Round 4 TCC Guidelines.	2023	\$0.00	\$0.00

**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
 Grant Number: SGCXXXXX, City of Stockton

<p>B: Conduct community engagement, seeking feedback on the displacement risks identified through the Consultant's analysis</p> <p>(Funded under Stockton Rising R3 Implementation TA Grant)</p>	<p>B:</p> <ol style="list-style-type: none"> <li>1) Two (2) community workshops for input on the displacement risks identified:               <ol style="list-style-type: none"> <li>a) Workshop summaries (date/time/location, attendees, outcomes)</li> <li>b) Final workshop materials</li> <li>c) Publicity materials (announcements, photos from key events)</li> </ol> </li> <li>2) Community survey for additional input for the DAP</li> <li>3) Summary of community feedback</li> </ol>			
<p>C: Complete a revised DAP based on the feedback gathered from workshops and surveys</p> <p>(Funded under Stockton Rising R3 Implementation TA Grant)</p>	<p>C:</p> <ol style="list-style-type: none"> <li>1) Revised DAP Work Plan and Budget posted to the City's TCC webpage for public review</li> </ol>			
<p>D: Facilitate 30-day public comment period</p> <p>(Funded under Stockton Rising R3 Implementation TA Grant)</p>	<p>D:</p> <ol style="list-style-type: none"> <li>1) Summary of public comments and the City's responses</li> <li>2) Revised DAP Work Plan and Budget per the feedback collected</li> </ol>			

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022***Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*

Grant Number: SGCXXXXX, City of Stockton

E: Finalize Displacement Avoidance Plan approved by Partners and SGC  (Funded under Stockton Rising R3 Implementation TA Grant)	E: 1) Final DAP, work plan, and budget submitted to Partners for review and approval. Must be approved via the Mandatory Consultation Process per Partner Agreement. 2) Submit Partner-approved DAP, work plan, and budget to SGC for review and approval.			
<b>Task 2: Plan Development by the City of Stockton and Partners</b>				
A. Develop Round 4 DAP Work Plan and Budget	A. Revised Work Plan and Budget for completing the Displacement Avoidance Plan approved by SGC	2023	\$0	\$0
<b>Task 3: Plan Implementation by the City of Stockton and Partners</b>				
B: Implement Round 4 Displacement Avoidance Plan	B: Implementation of approved Displacement Avoidance Plan. The final scope will be pending approval by SGC.	Project Completion Period	\$241,654.00	\$0
<b>Equipment</b>	N/A	Project Completion Period	\$0	\$0
<b>Contingency</b>			\$0	\$0
<b>Lead Entity Indirect Costs</b>	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement.	Project Completion Period	\$0	\$0
<b>Plan Total</b>			<b>\$241,654.00</b>	<b>\$0.00</b>

## IMPLEMENTATION GRANT AGREEMENT

### Round 4 FY 2021-2022

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

Indicator Tracking Plan		Lead Entity: City of Stockton & UCLA Luskin Center for Innovation		
<b>Plan Description:</b> The Evaluation Technical Assistance Provider, UCLA Luskin Center for Innovation, will support the Stockton Rising TCC Project to fulfill the Data and Indicator Tracking and Reporting requirements by updating the program evaluation framework from the Round 3 TCC Project to include the entire Round 4 TCC Project. UCLA Luskin Center for Innovation will collect quantitative and qualitative data on the TCC Project, and additionally provide Grantees and Partners with technical assistance on data collection (data indicators for quantifying environmental, health, economic, and community benefits of the projects) in order to produce annual California Air Resources Board (CARB) and project findings reports. They will also support TCC communications by coordinating the production of two narrative profiles per year, for inclusion in forums such as the CARB and SGC Annual Reports. The Lead Grantee will also coordinate the Indicator Tracking Plan with the Partners and the Evaluation Technical Assistance Provider.				
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
Task 1: Site-Specific Evaluation Plan				
A: Update site-specific Evaluation Plan (evaluation methodology, logic models, control site identification)	A: Stockton Rising TCC Evaluation Plan	2023	\$637,969.00	\$0
B: Create Indicator Tracking Plan	B. Indicator Tracking Plan			
Task 2: Technical Assistance				
A: Create data collection tools for Grantees and Partners	A: Data collection tools	2023 - Project Performance Period		
B: Assist Grantee and Partners with data collection for Indicator Tracking and Reporting	B: Evaluation Technical Assistance to Grantee and Partners			
Task 3: California Air Resources Board Reporting				

## IMPLEMENTATION GRANT AGREEMENT

### Round 4 FY 2021-2022

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

A: Compile Indicator Data	A: Raw data collection	November 15 of each year		
B: Use CARB quantification methodologies to calculate GHG emissions reductions and community co-benefits, as needed. Updated reporting is needed for changes to GHGs and tracked jobs and household-level data (solar, energy, and water efficiency projects).	B: CARB reporting templates			
Task 4: Annual Reports				
A: Collect and aggregate data (Baseline data; secondary data; primary data: indicators, surveys, interviews, focus groups, etc.)	A: Documentation of methods	Draft Annual Report: January 15 of each year		
B: Write annual findings report	B: Annual reports (4 total)	March 15 of each year: 2024 - 2028		
C: Present annual findings	C: Annual presentation of findings (years 1-3)			
Task 5: Process Evaluations				
A: Collect output data from Grantees	A, B, C, D, E: Annual process evaluation memo (4 total)	May 15 of each year: 2024 - 2028		
B: Conduct surveys, interviews, focus groups with TCC stakeholders				
C: Interview TCC program staff				
D: Observe TCC meetings				
E: Write annual process evaluation of TCC program				

**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
 Grant Number: SGCXXXXX, City of Stockton

<b>Task 6: TCC Communications</b>				
A: Develop project/people profiles highlighting work to communicate with the public and stakeholders. Coordinate profile selections with TCC program and SGC communications staff prior to development	A: Narrative profiles (2 per year) (8 total), each including: 1. Brief copy (400 words) 2. Quotes (1-2) 3. High-resolution photos (2-3)	November and March of each year: 2024 - 2028		
<b>Lead Entity Indirect Costs</b>	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement.	Project Performance Period	\$86,996.00	\$0
<b>Plan Total</b>			<b>\$724,965.00</b>	<b>\$0</b>

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*

Grant Number: SGCXXXXX, City of Stockton

**EXHIBIT C – SPECIAL TERMS AND CONDITIONS****PART 1 – Transformative Requirements****1. Community Engagement**

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

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

Grantee will report to SGC on community engagement related activities;

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

Grantee will ensure all Community Engagement costs are directly related to the implementation of the Projects included in the TCC Project, per Section II.E of the TCC Guidelines.

**2. Displacement Avoidance**

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

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

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

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

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

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

**3. Workforce Development and Economic Opportunities**

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

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

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

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

Grantee will ensure all Workforce Development costs are for eligible job training programs per Section II.E of the TCC Guidelines.

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4

Grant Number: SGCXXXXX, City of Stockton

**4. Climate Adaptation and Resilience**

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

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

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

**5. Indicator Tracking and Reporting**

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

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

*Program Evaluation Plan*

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

*Indicator Tracking Plan*

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

*California Air Resources Board Indicators*

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

*TCC Program Indicators*

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

**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

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

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

*Reporting Timeline*

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

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

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

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

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4

Grant Number: SGCXXXXX, City of Stockton

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

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

**1. Active Transportation***Allowable Costs*

Active Transportation projects may purchase walking and bicycling equipment for training and educational purposes only, and items may not be given away or used as incentives or prizes. Unit costs for one item cannot exceed \$50, unless noted below or pre-approved by SGC. Cost limits are excluding tax, and donated equipment is not subject to cost limitations. Equipment may include:

- Bicycles (limited to \$250 per bicycle)
- Bicycle helmets (limited to \$20 per helmet)
- Bicycle repair stands (limited to \$200 per stand)
- Bicycle locks and cables
- Bicycle tires/tubes
- Bicycle patch kits
- Bicycle tire pumps
- Bicycle lubricants
- Bicycle repair tools
- Bicycle lights
- Water bottles and/or bottle cages
- Chalk and chalk marking sticks
- Safety vests
- Safety cones
- Barriers/fences for safe cycle or pedestrian traffic flow

*Design Specifications*

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

*Training and Educational Projects*

- i. Procured equipment, including bicycles and helmets, may be purchased for training and educational purposes as described in Exhibit B: Budget and Schedule of Deliverables throughout the Project Completion Period.
  - a. Equipment items must be within the cost limits per [Exhibit A, Section 13. Payment Provisions](#).

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4

Grant Number: SGCXXXXX, City of Stockton

- b. Equipment items must be kept and used beyond the life of the project as part of a sustainable active transportation program, per [Exhibit A, Section 29. Ownership](#).
  - ii. Pedestrian and bicycle related educational safety materials purchased must be used for educational purposes and compensation for program participation, but not as incentives purchased for raffles, promotions, giveaways, or other similarly intended uses.
- 2. Transit and Rail Access
  - Transit Capital Projects*
    - i. New or expanded transit facilities must support enhanced or expanded transit service or increase transit mode share as described in the Budget and Schedule of Deliverables throughout the Grant Term.
    - ii. Lead Entity shall maintain each station and all its appurtenances, including, but not limited to, restroom facilities, in good condition and repair in accordance with high standards of cleanliness.
    - iii. Lead Entity shall submit documentation of any intergovernmental reviews, such as, but not limited to, Caltrans Local Development Intergovernmental Review of the project's environmental, land use, and zoning findings.
  - iv. Service Plan
    - a. Lead Entity must provide SGC and the Evaluation Technical Assistance team the proposed methodology for capturing increases in ridership and passenger miles traveled on the impacted service line, including methods for estimating reductions in vehicle miles traveled. Methodology must be provided within ninety (90) calendar days before initiating service. Lead Entity is strongly encouraged to address methods for capturing frequency of transfers to other transit and rail services, as applicable.
    - b. Lead Entity must provide SGC with the existing schedules and proposed changes to the affected service lines at least ninety (90) calendar days before initiating service. The service plans should include weekday, weekend, and special event services and maintain service frequency levels consistent with the work plan. The schedules should document efforts to coordinate service with other transit services.
    - c. Lead Entity must provide SGC with a service coordination plan at least ninety (90) calendar days before initiating service. The service coordination plan should document efforts to coordinate and share with other public transit operators any rail rights-of-way, common maintenance services, and station facilities used for intercity and commuter rail. Intercity and commuter rail services shall be coordinated with each other, with other providers and with freight traffic to provide integrated rail passenger and freight services with minimal conflict.

*Zero-Emission Vehicle Projects*

- i. Procured vehicles must support the system performance of the improved service lines as described in Exhibit B: Budget and Schedule of Deliverables throughout the Project Completion and Performance Periods.
- ii. Service Plan
  - a. Lead Entity must provide SGC and the Evaluation Technical Assistance team the proposed methodology for capturing increases in ridership and passenger miles

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4

Grant Number: SGCXXXXX, City of Stockton

traveled on the impacted service line, including methods for estimating reductions in vehicle miles traveled. Methodology must be provided within ninety (90) calendar days before initiating service. Lead Entity is strongly encouraged to address methods for capturing frequency of transfers to other transit and rail services, as applicable.

- b. Lead Entity must provide SGC with the current and proposed service plan including routes, service frequency, and number of vehicles deployed on each route within sixty (60) calendar days of Grant Agreement execution. The Lead Entity must quantify the planned number of additional vehicle miles to be operated by zero-emission vehicle (ZEV) buses compared against the baseline service level.
- c. Lead Entity must provide SGC with the existing schedules and proposed changes to the affected service lines at least ninety (90) calendar days before initiating service. The service plans should include weekday, weekend, and special event services and maintain service frequency levels consistent with the work plan. The schedules should document efforts to coordinate service with other transit services.

### 3. Car Sharing and Mobility Enhancement

#### *All Car Sharing and Mobility Projects*

Lead entity shall maintain an implementation plan which includes:

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

#### *Vehicle and Equipment Specifications*

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

- i. May be purchased or leased (2-year minimum lease period).
- ii. May be new or used.
- iii. Must be a four (4) passenger vehicle or more.
- iv. New vehicles must be eligible for the Clean Vehicle Rebate Project (CVRP) or the California Hybrid and Zero-Emission Truck and Bus Voucher Project (HVIP), but they

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*

Grant Number: SGCXXXXX, City of Stockton

cannot participate in those projects, i.e., they cannot receive rebates from CVRP2 or vouchers from HVIP3.

- v. Used vehicles that have participated in CVRP or HVIP and have fully complied with CVRP and HVIP requirements are eligible.
- vi. Must be registered in California.
- vii. No modifications to the vehicle's emissions control systems, hardware, software calibrations, or hybrid system (California Vehicle Code (CVC) Section 27156).
- viii. A chassis that has been modified with aftermarket parts or equipment to create a PHEV or zero-emission vehicle is not eligible.
- ix. Vehicle title cannot be salvaged (as defined in CVC Section 544).

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

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

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

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

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

#### *Program Requirements*

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

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

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*

Grant Number: SGCXXXXX, City of Stockton

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

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

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

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

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

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*

Grant Number: SGCXXXXX, City of Stockton

- ii. Lead Entity must have single-family property owners certify that they will not raise the rent of any property with energy efficiency and/or Solar PV installations for a period of two (2) years from the date of installation because of the increased value of the unit due solely to the installations provided (allowable factors for rent increase can include an actual increase in property taxes, actual cost of amortizing other improvements to the property accomplished after the date of work completed by the Partner and/or subcontractor, or actual increases in expenses of maintaining and operating this property). Additionally, the property owner must acknowledge and agree that the property is not for sale at the time of qualifying for the installations and will not be offered for sale or otherwise distributed or is not in foreclosure for at least sixty (60) calendar days following the completion of the installations.
- iii. Household income eligibility must be established at either 80% of the Area Median Income (AMI), or 80% of the State Median Income (SMI), whichever results in a higher allowable maximum income.
- iv. The following types of buildings will not be eligible for installations:
  - a. Buildings requiring significant environmental review, any mitigation, including mitigation of fire hazards or electrification and/or environmental decontamination triggering a deferral as defined in the Deferral Policy section;
  - b. New buildings or buildings rebuilt or remodeled or retrofitted to meet Title 24 standards (Part 6, of the California Code of Regulations) are not eligible for energy efficiency installations, but are eligible for Solar PV installations;
  - c. Buildings that are structurally unsound or condemned;
  - d. Buildings under a legal cloud or importuned by illegal activity;
  - e. Buildings that have been modified under the Low-Income Weatherization Program (LIWP), the Low-Income Home Energy Assistance Program (LIHEAP) or Department of Energy (DOE) federal programs within the past four (4) years, do not qualify for energy efficiency measures, with the exception of assessment for and installation of Solar Water Heating, and may receive Solar PV, if qualified.
- v. Buildings that have received only LIWP-funded Solar PV may qualify for energy efficiency measures.
- vi. Each building must be assessed for suitability before proposed energy efficiency and/or Solar PV installations occur.
- vii. Property owners are responsible for certifying participation in any additional energy efficiency upgrade programs that have resulted in modifications to the identified buildings within the project.
- viii. All work performed must be in compliance with current and applicable provisions of the California Energy Commission Building Energy Efficiency Standards, Alterations under Title 24, Part 6, of the California Code of Regulations, California Home Energy Rating System (HERS) Program regulations. Standards within the current Uniform Building Code and local city and county codes should be adhered to.

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4

Grant Number: **SGCXXXXX**, City of Stockton

- 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.
- x. Solar Installation projects on single-family residences are invoiced on an agreed dollar per watt basis, reviewed and approved by the TCC Grant Manager prior to invoicing, or based on itemized invoices of actual costs incurred.

*Multi-Family Residences*

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

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*

Grant Number: SGCXXXXX, City of Stockton

- g. Property under single ownership, including closely held affiliates that, in the aggregate, total more than 1,000 units receiving energy efficiency and/or Solar PV installations.
- h. Buildings that have previously received LIWP-funded energy efficiency measures within the past four (4) years do not qualify for additional energy efficiency measures, with the exception of assessment for and installation of the following:
  - (i) Solar Water Heating
  - (ii) Solar PV
- iv. Each building must be assessed for suitability before proposed energy efficiency and/or Solar PV installations occur.
- v. Property owners are responsible for certifying participation in any additional energy efficiency upgrade programs that have resulted in modifications to the identified buildings within the project.
- vi. All work performed must be in compliance with current and applicable provisions of the California Energy Commission Building Energy Efficiency Standards, Alterations under Title 24, Part 6, of the California Code of Regulations, California Home Energy Rating System (HERS) Program regulations. Standards within the current Uniform Building Code and local city and county codes should be adhered to.
- vii. Work provided to all covered pre-1978 buildings must be in compliance with current Environmental Protection Agency rules in 40 CFR 745 (Code of Federal Regulations), Lead-Based Paint Poisoning Prevention in Certain Residential Structures and the Housing and Urban Development rules in 24 CFR 35, as applicable to energy efficiency installations.
- viii. Solar Installation projects on multi-family residences must be invoiced based on itemized invoices of actual costs incurred as defined in Section 14. Invoicing.

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

- i. Energy efficiency measures must be replacements of inefficient measures and eligible per these Guidelines.
- ii. Lead Entity must keep records of project assessments, certifications, and compliance. Lead Entity may refer to the Department of Community Services and Development's (CSD) Low-Income Weatherization Program (LIWP) standards and forms for examples of information to collect and record retention. Information collected must include, but is not limited to:
  - a. Intake forms with information including, but not limited to household income, household members, eligibility, and energy service currently used;
  - b. Property owner consent to receive energy efficiency and/or Solar PV installations;
  - c. Property owner certification to comply with Single-Family Residence and Multi-Family Residence requirements outlined above;

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*

Grant Number: SGCXXXXX, City of Stockton

- d. Confirmation that property owner has been informed of potential hazardous materials exposure during energy efficiency and/or Solar PV installations, as such hazards are identified;
- e. Documentation that a building assessment has been completed (pre-and-post project completion).
- f. Property owner confirmation that proposed energy efficiency and/or Solar PV installations were received and installed properly;
- g. Documentation showing why energy efficiency and/or Solar PV installations were deferred or denied, as applicable;
- h. Documentation of compliance with the Department of Public Health's Renovation, Repair, and Painting Rule (RRP) (40 Code of Federal Regulations 745), as applicable;
- i. Documentation of trainings taken by certified renovators (per RRP), as applicable; and
- j. Documentation that property owner has signed the California Solar Consumer Protection Guide (<https://www.cpuc.ca.gov/solarguide/>) prior to installation, as applicable to interconnection of residential solar customers in the investor-owned utility service areas of Pacific Gas and Electric Company (PG&E), Southern California Edison (SCE), and San Diego Gas & Electric (SDG&E).

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

- i. The Lead Entity is responsible for providing verbal and written instructions for each installation to the property owner describing proper operation, maintenance requirements, system components, warranty information, programming of controls, and safety considerations, as applicable. This must occur prior to project completion. All work must be in accordance with the CSD LIWP Measure Standards. System sizing should be in accordance with the TCC Round 4 Guidelines, which may be updated to provide greater flexibility for system size requirements.
- ii. The Lead Entity must establish and maintain policies and procedures for handling complaints in accordance with the CSD LIWP Measure Standards.
  - a. The policies and procedures shall be in writing and shall be provided to interested individuals upon request. Complaints may include, but are not limited to, equipment failure during the warranty period, and incorrect installation of equipment. The Lead Entity should retain records of all complaints, and how they were resolved, in the event of an audit.

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

- i. Conditions may exist which cannot be mitigated because corrections exceed the scope of this program or cannot be achieved in a cost-effective manner. In these instances, contractors shall install feasible measures and, as applicable, refer the property owner to other agencies/programs for additional assistance. Once conditions have been corrected, installations for which the property qualifies may be installed. Presence of any of the conditions below shall require deferral of all installation activities:

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*

Grant Number: SGCXXXXX, City of Stockton

- a. Mechanical, electrical, or plumbing system is in such disrepair that failure is imminent.
- b. An environmental condition exists that endangers the occupants or contractor workers. (Example: standing water/sewage, mold, friable asbestos, etc.).
- c. Evidence of significant infestation of rodents, insects, and/or other vermin is present.
- d. Moisture conditions within the building are severe and infiltration reduction measures are not feasible.
- e. Building is condemned, is under remodeling or rehabilitation, or has structural issues.
- f. Building has unsafe air quality. (Examples: sewage, significant animal feces in the building, improperly stored chemicals, combustible materials, or other fire hazards present a danger to the occupants or workers, etc.)
- g. Building is pre-1978 construction and paint is seriously degraded and/or damaged, creating a hazardous condition with paint chips or dust.
- h. Manufactured housing registration is not current or in good standing, and a Department of Housing and Community Development permit will not be granted.
- i. Occupant has a known health condition/s that would be made worse by installation activities.
- j. Maintenance or housekeeping practices limit access of workers to the property for diagnostics or services.
- k. Property owner refusal of combustion appliance safety (CAS) testing
- l. Hazardous combustion appliance conditions that cannot be remedied through repair or replacement.
- m. Property owner is uncooperative, abusive, or threatening to installation personnel.
- n. Illegal activities are taking place in the property.
- ii. A contractor may need to defer some or all services when unsafe conditions require repairs or replacements that exceed the scope or funding of this program (known as a limited deferral). When this occurs, the contractor shall provide written and photographic documentation of the condition. Once conditions have been corrected, measures for which the property qualifies may be installed.

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

- i. Lead Entity must make a good faith effort to ensure notifications and instructions on the end-of-life options are provided to the property owner via multiple communication channels. Lead Entity and third-party ownership (TPO) subcontractors shall not automatically renew the solar installation agreement or charge automatic payments to homeowners until this good faith effort to notify property owners has been completed according to the plan outlined below:

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4

Grant Number: SGCXXXXX, City of Stockton

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

## 5. Water Efficiency

### *Continuing Applicant Eligibility*

- i. Grantee shall ensure that urban or agricultural water suppliers comply with all applicable state laws, including the Water Code section 10608 and any applicable laws and regulations. Documentation of compliance should be available for review by the State according to the audit provisions of this Agreement.
- ii. An urban water supplier that receives grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.)

### *All Water Efficiency-Related Project Types*

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

### *Water-Energy Projects*

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4

Grant Number: SGCXXXXX, City of Stockton

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

*Turf Replacement Projects*

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

6. Urban Greening and Green Infrastructure

*Urban Greening*

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

- i. The Regional Urban Forester must approve the species list and map of tree planting area prior to beginning work.
- ii. The project must adhere to the CAL FIRE Standards and Specifications for Purchasing, Planting, and Maintaining Trees, and Required Management Activities Practices, see [Attachment D-7](#), unless otherwise approved by SGC. This includes the establishment and adherence to a detailed long-term operations and maintenance plan. Trees requiring replacement per CAL FIRE must be made at the Lead Entity's cost.
- iii. If the project includes habitat restoration or landscaping, the plant palette must exclude the use of invasive plants listed in the California Invasive Plants Inventory, available at

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4  
 Grant Number: SGCXXXXX, City of Stockton

<http://cal-ipc.org/plants/inventory>, and include native, low-water, drought-resistant, and climate appropriate vegetation.

- iv. If the project includes landscaping, project shall be consistent, as applicable, with the Department of Water Resources' Model Water Efficient Landscape Ordinance (California Code of Regulations, Title 23. Waters, Division 2. Department of Water Resources, Chapter 2.7), available at <https://water.ca.gov/Programs/Water-Use-And-Efficiency/Urban-Water-Use-Efficiency/Model-Water-Efficient-Landscape-Ordinance>
- v. Lead Entity must conduct due diligence to adhere to best management practices for:
  - a. Researching any proposed site's history and potential range of contaminants (e.g., lead or other heavy metals) and/or other hazards present;
  - b. Determining any potential risk to human health based on potential range of contaminants and/or other hazards present;
  - c. Determining appropriate methods for site testing, clean-up, and exposure-management, as applicable; and
  - d. Providing documentation of public education regarding potential range of contaminants and/or other hazards present on site, and methods employed to minimize public exposure.
- vi. The planting location of trees and vegetation must be strategically selected to avoid removal due to any planned future construction.
- vii. Projects may not use neonicotinoid-treated seeds or plantings, neonicotinoid pesticides, or synthetic fertilizer. Organic fertilizers (e.g., compost, manure) may be used.
- viii. Projects may not include root barriers, decorative tree grates, or decorative tree guards.
- ix. Project may not include inefficient irrigation valves, pumps, sprinkler control timers, or over costly and elaborate irrigation systems.
- x. Projects that require tree removal or replacement must result in a net positive number of trees. Only the net number of trees may be quantified for GHG emission reduction quantification.
- xi. If trees funded by this grant are removed for any reason, they must be replaced at the Lead Entity's cost in such a way that is consistent with this agreement.
- xii. Lead Entity must provide care for all trees and plants (including replacement) during an establishment period of a minimum of three (3) years after planting.

*Green Infrastructure*

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

- i. Project elements must demonstrate a stormwater capture and/or water conservation function. Projects may not require additional use of water and will use water efficient systems, if applicable.
- ii. The minimum useful life of any constructed green infrastructure shall be 20 years.

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*

Grant Number: SGCXXXXX, City of Stockton

- iii. Long-term operation and maintenance plans will adhere to the template provided by the California Water Boards, as applicable. The template is available at [https://www.waterboards.ca.gov/water\\_issues/programs/stormwater/storms/template\\_agreement\\_files.html#om\\_plan\\_templates](https://www.waterboards.ca.gov/water_issues/programs/stormwater/storms/template_agreement_files.html#om_plan_templates).

## 7. Health and Well-Being

### *Food Access*

Grantee shall ensure that for Projects with food access elements such as urban agriculture, community gardens, school gardens, community kitchens, food hubs, community grocery stores, food co-operatives, scattered healthy food distribution methods or agricultural and healthy food education opportunities:

- i. Lead Entity must conduct project site due diligence to adhere to best management practices for:
  - a. Researching any proposed site's history and potential range of contaminants (e.g., lead or other heavy metals) and/or other hazards present;
  - b. Determining any potential risk to human health based on potential range of contaminants and/or other hazards present;
  - c. Determining appropriate methods for site testing, clean-up, and exposure-management, as applicable; and
  - d. Providing documentation of public education regarding potential range of contaminants and/or other hazards present on site, and methods employed to minimize public exposure.
  - e. For additional resources, refer to the University of California, Agriculture and Natural Resources Urban Agriculture website: [https://ucanr.edu/sites/UrbanAg/Production/Soils/Soil\\_Contaminants\\_and\\_Soil\\_Testing/](https://ucanr.edu/sites/UrbanAg/Production/Soils/Soil_Contaminants_and_Soil_Testing/)
- ii. Projects may not use neonicotinoid-treated seeds or plantings, neonicotinoid pesticides, or synthetic fertilizer. Organic pesticides, pest management, and fertilizers (e.g., compost, manure) may be used.
- iii. Lead Entity must develop a clear site management protocol that includes, but is not limited to:
  - a. A statement of purpose and description of the site
  - b. A map of garden plots and green space
  - c. Management structure and decision-making processes
  - d. Process for determining the use of the site such as, but not limited to:
    - (i) Identifying and selecting participants for garden plots and equitably distributing plots when demand is greater than supply.
    - (ii) Length of participation for garden participants
    - (iii) Reservation of community space for classes or gatherings
  - e. Code of conduct and general rules

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4

Grant Number: SGCXXXXX, City of Stockton

- f. Procedures if participants are not in compliance with code of conduct and/or general rules
- iv. Management protocol must be made accessible to the public in multiple formats (e.g., online, electronic copies, paper copies, etc.) and languages, as requested by the community.
- v. Project must include an on-site sign that includes hours of operation and contact information, in addition to other signage requirements consistent with Section 52. Publicity.
- vi. Project must ensure food purchased, provided, or made available is healthy. This includes increasing access to fresh, healthy, locally sourced fruit and vegetables, as well as other healthy products.
- vii. Project must develop nutrition standards in their programming, which includes but is not limited to the following activities:
  - a. Assessing the environment in relation to nutrition standards and/or client impact.
  - b. Implementing nutrition standards in programming (in the form of new or strengthened policy and/or system changes) for food and beverages served, sold, or distributed in a variety of settings including meals, snacks, vending, distribution, nutrition assistance, or other sales. The guidelines should support balanced eating patterns and healthy body weight, address California SNAP-Ed Goals, and be consistent with the Dietary Guidelines for Americans (refer to the California Department of Public Health website: <https://www.cdph.ca.gov/Programs/CCDCPHP/DCDIC/NEOPB/Pages/HelpfulLinks.aspx> for additional resources).

*Parks, Open Space, and Recreation Access*

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

- i. The Regional Urban Forester must approve the species list and map of tree planting area prior to beginning work.
- ii. Any tree planting within the project must adhere to the CAL FIRE Standards and Specifications for Purchasing, Planting, and Maintaining Trees, and Required Management Activities Practices, see [Attachment D-7](#), unless otherwise approved by SGC. This includes the establishment and adherence to a detailed long-term operations and maintenance plan. Trees requiring replacement per CAL FIRE must be made at the Lead Entity's cost.
- iii. If the project includes habitat restoration or landscaping, the plant palette must exclude the use of invasive plants listed in the California Invasive Plants Inventory, available at <http://cal-ipc.org/plants/inventory>, and include native, low-water, drought-resistant, and climate appropriate vegetation.
- iv. If the project includes landscaping, project shall be consistent, as applicable, with the Department of Water Resources' Model Water Efficient Landscape Ordinance (California Code of Regulations, Title 23. Waters, Division 2. Department of Water

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4  
Grant Number: SGCXXXXX, City of Stockton

Resources, Chapter 2.7), available at <https://water.ca.gov/Programs/Water-Use-And-Efficiency/Urban-Water-Use-Efficiency/Model-Water-Efficient-Landscape-Ordinance>

- v. The planting location of trees and vegetation must be strategically selected to avoid removal due to any planned future construction.
- vi. Projects may not use neonicotinoid-treated seeds or plantings, neonicotinoid pesticides, or synthetic fertilizer. Organic fertilizers (e.g., compost, manure) may be used.
- vii. Projects may not include root barriers, decorative tree grates, or decorative tree guards.
- viii. Project may not include inefficient irrigation valves, pumps, sprinkler control timers, or over costly and elaborate irrigation systems.
- ix. Projects that require tree removal or replacement must result in a net positive number of trees. Only the net number of trees may be quantified for GHG emission reduction quantification.
- x. If trees funded by this grant are removed for any reason, they must be replaced at the Lead Entity's cost in such a way that is consistent with this agreement.
- xi. Lead Entity must provide care for all trees and plants (including replacement) during an establishment period of a minimum of three (3) years after planting.

#### 8. Indoor Air Quality

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

- i. All new equipment must be kept in the same residence, in sole possession, and remain in operation for at least one (1) year from installation
- ii. All new equipment may not be sold or transferred to a third party without prior written consent and approval by the project lead.
- iii. Should the participating residence no longer wish to participate in the project, or no longer wish to use the portable air filtration device or is relocating to a location outside of the Project Area, the project lead must make arrangements with the participating residence to take possession of all air filter and monitoring equipment and select another residence within the Project Area to transfer the equipment to.
- iv. If the Lead Entity provides equipment that performs indoor air monitoring (either stand-alone devices or devices integrated into portable air filters) and such systems determine that air quality is poor at a participating residence, the participating residence agrees to utilize the portable air filtration device to remediate the air quality concern indoors.
- v. If the Lead Entity offers monetary stipends to participants, participants shall be informed, in writing, that the monetary stipend is for use to support the following potential costs: increased electricity costs due to operation of the equipment; increased internet costs if the Lead Entity is using an air monitoring device to wirelessly track and submit data related to indoor air quality; or costs of replacement filters. Payment of monetary stipends to participants must be tracked, recorded, and reported to TCC Staff.

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*

Grant Number: SGCXXXXX, City of Stockton

- vi. All proposed air monitoring or filtration devices must be selected from the California Air Resources Board's (CARB's) list of certified air cleaning devices. If devices are selected for use that are not currently on CARB's list of certified air cleaning devices, the project partner must provide evidence that the devices meet equivalent standards or have been approved by a similar oversight agency (such as a local air district).
- vii. Electronic air cleaners that are not approved by CARB and that produce substantial amounts of ozone by design may not be purchased with TCC funds and are generally discouraged from use.

**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

**EXHIBIT D – Attachments**

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**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

**Attachment D-1: TCC Project Area Map**

[INSERT MAP]

**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

**Attachment D-2: Transformative Plan Summary**

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

The summaries for each Transformative Plan are based on the narrative materials submitted by Grantees and Partners as part of the Round 4 TCC application process.

[SUMMARIES WILL BE INSERTED PRIOR TO EXECUTION]

## **IMPLEMENTATION GRANT AGREEMENT**

### **Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

### **Community Engagement Plan (CEP)**

#### **I. Plan Overview**

There are four main strategies that make up the Community Engagement Plan (CEP): coordination and alignment, resident capacity building, education campaigns, and communication. Part of this structure is the Steering Committee. The Steering Committee will consist of all Stockton Rising partners, City staff, and a minimum of 6 Resident Representatives. The Steering Committee is responsible for coordination and alignment across all working teams to foster collaboration, community oversight, and consistent messaging. Resident Representatives will be responsible for reviewing project implementation and recommending internal benchmarks for Partners to maximize engagement within the community.

The Community Engagement Implementation Team (CEIT) is made up of CEP Partners; Public Health Advocates (PHAdvocates), Little Manila Rising (LMR), and Catholic Charities (CC). The CEIT ensures the CEP is effectively executed with input from the Steering Committee. The CEIT will develop educational campaigns and communication strategies to ensure information on Stockton Rising projects and education on climate resiliency is met.

The CEIT will be responsible for organizing and hosting quarterly Community Coalition Meetings (CCMs), annual Summits, and at least two Block Parties. CCMs will serve as both a venue for educational campaigns to promote climate resiliency and communicate updates on Stockton Rising project implementation. CCMs will be open to the general public and serve as a feedback loop, giving project area residents a space to develop relationships with each other.

Block Parties will convene residents and the general community to celebrate with, outreach to, and recruit community residents. A minimum of two will be scheduled over the grant term, with the potential to host more contingent on available funding. The Annual Summit will serve as a convening of civic leaders, businesses, and resident interests to share project data & analysis, gather feedback, and promote consensus building for the community.

To guarantee resident capacity building, two resident-centered programs will be implemented. A total of 20 residents, called “Climate Leaders” (CL)s, will be recruited and trained by Public Health Advocates (PHAdvocates) to become community experts on Stockton’s TCC Implementation Grant. Simultaneously, Little Manila Rising will develop a youth leaders engagement project called “Youth Advocates” to become climate resiliency experts. For communication, PHAdvocates and the TCC Program Manager will post regular social media updates, and CEIT partners will create a PhotoVoice for annual share out and a Success Story Video series for publicity.

#### **II. CEP Summary**

Community engagement and leadership is central to Stockton Rising’s success. Opportunities for resident and stakeholder feedback, participation, and leadership development will be cultivated across the TCC Plan. To ensure we engage residents within the project area, the CEIT will partner with businesses, community-based organizations, and faith-based

## **IMPLEMENTATION GRANT AGREEMENT**

### **Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

organizations that serve residents within the project area. Additionally, the CEIT will partner with known and trusted residents that reside in the area to assist with outreach.

#### a. Engagement methods

Little Manila Rising (LMR) will lead the community youth engagement program. LMR will recruit and develop up to 24 youth to become climate resiliency experts (up to 6 youth annually). LMR and consultants will conduct training utilizing the Central California Environmental Justice Network (CCEJN) Environmental Justice 101 curriculum and curriculum built under Round 3 of TCC. Youth leaders will ultimately become experts on environmental justice and the goals of Stockton Rising and the benefits of each of the capital projects. Catholic Charities of the Diocese of Stockton (CCDS) will support engagement efforts by producing multimedia content that will document the various projects implemented by other TCC partners. The multimedia produced will be developed as videos, photographs, flyers, and other electronic engagement materials.

LMR will conduct PhotoVoice walking tours around South Stockton where participants live to get a sense of the challenges and opportunities of TCC. These photovoice tours will be done once a year and provide some visual documentation of the changing neighborhood over the four years and residents' perspectives on that change or non-change. LMR plans to have these PhotoVoice results available in an interactive online map where people can click on the points and pull up the picture as well as the commentary. These pictures will also be printed out and displayed at the residential block party and final data summit.

The CEIT and partners will host an annual summit for project area residents, organizations, and business owners to review progress and learn about evaluation metrics. Partners will assist with event planning and coordination, including securing a venue and reserving event rentals and conducting outreach to project area residents. The CEIT will plan and host at least two Stockton Rising Block Parties to celebrate project success and engage residents.

PHAdvocates will train community liaisons known as “Climate Leaders” (CLs) to become experts on Stockton’s TCC Implementation Grant and act as community liaisons. PHAdvocates will recruit 10 residents per cohort and train each cohort over an 18-month period on topics such as environmental justice, advocacy, community engagement, and Stockton Rising funded projects. PHAdvocates will identify & recruit residents identified as being trusted & well-known within their neighborhoods for their willingness to share resources & information as well as their strong relationships within their communities. CL’s will use an organic approach to outreach that will rely on utilizing existing relationships and relaying information in a matter that is accessible and relatable to project area residents.

The CEIT will partner with the 20 trusted and known residents to implement the Stockton Rising CEP. Climate Liaisons will undergo 30 hours of training over the course of 15 sessions covering topics ranging from environmental justice and climate resilience to information sessions on all of the capital projects. Additionally, Climate Liaisons will undergo training on each of the capital improvement, workforce development projects, and Displacement Avoidance Plan led by the leader agencies and partners. Climate Liaisons will share the information they learn with the

## **IMPLEMENTATION GRANT AGREEMENT**

### **Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

community, assist with outreaching to encourage residents to attend the quarterly CCMs, and assist with evaluation.

The Community Coalition Meeting (CCM) is another integral part of the CEP that will provide a space for residents, project area businesses, and organization partners to engage in Stockton Rising. CCMs will be held quarterly within the project area in an accessible location to maximize participation. As the CEP lead, PHAdvocates will create CCM agendas and handle logistics along with City of Stockton TCC staff. The space will be resident-centered and provide an important avenue for residents to hear project updates, learn about implementation progress, participate in community-education workshops, and provide feedback on successes & challenges. Grievances that arise during a CCM and require additional attention will be addressed through the CSS.

#### **b. Decision-making processes**

A minimum of six (6) Resident Representatives will serve in the Collaborative Stakeholder Structure (CSS) through participation in the quarterly Steering Committee. Resident Representatives will be selected from the project area via an application process, that will include an interest form & interview, that will be developed by project partners. Resident Representatives will ensure that the TCC Plan implementation remains aligned & accountable to community priorities & concerns. Resident Representatives are members of the CSS decision-making body and will participate in the Mandatory Consultation Process (reference section III.b). Resident Representatives will receive a stipend per meeting attended.

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

Stockton Rising will continue to focus on uplifting and bringing into the fold residents who live and work in a roughly five square-mile service area of south-central Stockton. Neighborhoods within this boundary include Conway Homes & Van Buskirk Park in the southwest, most of downtown & the Little Manila Historic Area in the north, the Homestead & McKinley Park in the center & south, and Stribley Park & surrounding homes to the east.

The target population for all community engagement activities will be low-income and historically marginalized communities. Each partner sitting on the CEIT have close ties to the communities representing the project area and will utilize its existing relationship with residents, business, and other organizations to maximize outreach and engagement.

CCDS will leverage its network of multiple Catholic churches in South Stockton with large Latinx and Filipinx communities, Little Manilla Rising will use its more than 20 years of experience advocating for marginalized communities in the Project Area and relationship with the largest high school within the Project Area, and PHAdvocates will continue to engage African American residents, churches, and the organizations that serve them.

All Stockton Rising partners benefit from a common shared outreach strategy and the CEIT will work to emphasize, promote, & expand reach of existing partners' outreach & engagement

**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

strategies. PHA will coordinate with Edible Schoolyard staff and LMR's DAWN Program staff to distribute Stockton Rising fliers through CSA box distributions and LMR's home visit, respectively.

d. Plans to ensure engagement of hard-to-reach populations

All partners will actively engage additional stakeholders, specifically those with close ties to groups not currently engaged by existing partners. Building on our existing relationships, the CEWT will use outreach strategies that have been proven to work in reaching the hard-to-reach population. We propose to utilize the following strategies: social media, door to door outreach, word of mouth, CLs, multimedia content, existing resident groups within the project area, Faith-based and community-based clients/members, and high school and junior college campus outreach. Additionally, to meet Stockton's multilingual needs, requests for translation services at meetings/events will be indicated on registration forms. Current materials are printed in both English & Spanish, and efforts will be made to translate materials when engaging with communities where neither of the aforementioned languages are the predominant ones spoken.

e. Public information and public complaint process

Public information will be shared through the Community Coalition, social media updates, City website page for Stockton Rising and information shared via the Climate Leaders. Residents will be able share complaints through the Community Coalition, Climate Leaders, and the City will utilize its resident request management system known as AskStockton to collect public complaints as well. Minor grievances that can be resolved quickly will be done so and addressed through the Community Coalition. Issues involving partners, scope of project, and/or budget will be escalated through the Collaborative Stakeholder Structure (CSS and resolved in accordance with the CSS procedures outlined in the Partner Agreement).

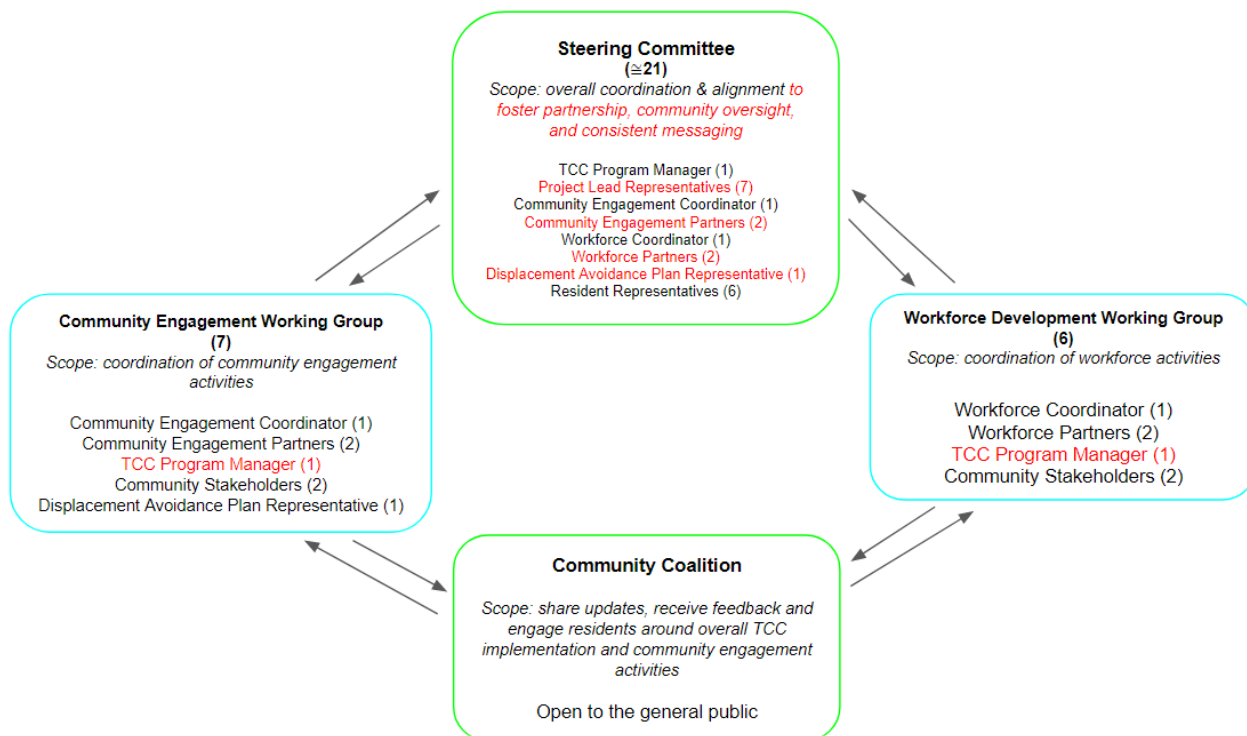
## IMPLEMENTATION GRANT AGREEMENT Round 4 FY 2021-2022

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

### III. Collaborative Stakeholder Structure

The Stockton Collaborative Stakeholder Structure (CSS) comprises community-serving organizations, local government partners, stakeholders, and residents committed to the equitable and sustainable development of the Project Area. Historic disinvestment has produced unequal and ongoing socioeconomic, environmental, and public health outcomes. The CSS will consist of a Steering Committee, 2 Working Groups, and the Community Coalition Meeting. The Steering Committee will include at least 6 residents who will serve as voting members.

The Steering Committee sets the standards and metrics for the Community Engagement Working Group (CEWG), who in turn set internal policies, oversight, recommendations, and assistance to the CEIT to guarantee implementation. Residents are not required, but will be encouraged, to participate in the CEWG.



Resident Representatives will be trained through capacity building programs and be given the opportunity to participate in the CSS. Resident Representatives will serve for the duration of the grant term, attend quarterly Steering Committee Meetings, and are highly encouraged to regularly attend the CCMs to provide regular updates and opportunities for feedback. The CEIT will develop an outreach and selection process for the CLs, Youth Advocates/Leaders, and Resident Representatives, building on the process used to select CLs during the TCC Planning

## IMPLEMENTATION GRANT AGREEMENT Round 4 FY 2021-2022

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

Grant. This process will include an application that meets the needs of the community, such as allowing for video in addition to written submissions.

The CEWG will develop procedures for the removal or replacement of Resident Representatives who fail to fulfill their obligations or resign their position.

### a. History of CSS Development

The CSS was developed out of existing meeting practices, which were developed iteratively since 2017, and updated to meet the needs of TCC grant implementation. Given the number of collaborative partners and different areas of focus or expertise, the CSS includes various working groups to maximize efficiency. These include the Steering Committee, Community Engagement and Workforce Development, and the Community Coalition. As implied, these groups are intended to meet not only to provide project or administrative updates but also to work and move forward together. Accountability and leadership from residents is ensured through the Community Coalition, and coordination and alignment is ensured through the Steering Committee which consists of Project Lead Entities and other working groups.

### b. Decision-making and community engagement processes

The CSS is committed to working together collaboratively to build a more resilient Stockton. Therefore, as established in the Stockton Rising Partner Agreement, it seeks to make consensus-based decisions to the fullest extent possible, barring extraordinary circumstances. Understanding that this project will need to be administered in accordance with the existing governance of each of our Partners, the project timeline and budget. Given this constraint, the CSS outlines the decision-making and conflict resolution protocols to follow for the different types of decisions that may need to be made.

At decision points, partners within each relevant Working Group and Project Lead Entities will use the decision-making spectrum to identify what kind of decision needs to be made, endeavoring to make consensus- based decisions to the fullest extent possible.

The Community Coalition functions as a primary venue for broad resident accountability and feedback. Any concerns, issues, or challenges brought up by residents in the Community Coalition will be referred to the Community Engagement Working Team at a minimum. If the concerns cannot be addressed solely by the CEWT, the Steering Committee must address resident concerns. The same process goes for any concerns raised by Resident Representatives. Resident Representatives are highly encouraged to attend Community Coalition meetings and to elevate issues raised in the Community Coalition. Lastly, broad engagement methods (such as door-to-door outreach, use of social media, engagement through established neighborhood groups, the Block Party and Annual Summit) will be utilized in order to continue engaging new residents in TCC implementation. Resident feedback, questions or concerns heard via these methods will be discussed and addressed by the CEWT.

**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

IV. History of TCC Proposal Development

a. Community engagement process

Stockton's TCC Proposal builds on a deep history of community engagement, beginning with the adoption of the 2014 Climate Action Plan (CAP). The CAP was developed in response to activism by the local Sierra Club chapter and provides a roadmap of twenty-six measures aimed at reducing greenhouse gasses in Stockton.

In 2016, Fathers & Families of San Joaquin (FFSJ) co-hosted two meetings with the Greenlining Institute to explore the history of redlining in Stockton and improve environmental and public health outcomes. The first community forum focused on aligning environmental and health strategies and connected nearly 80 residents with representatives from various statewide organizations, including the California Strategic Growth Council. In the second meeting, community and local government stakeholders gathered to learn more about climate investments and strategize on how to work collaboratively together on environmental justice issues. These meetings sparked collaboration between community-based organizations and the City of Stockton for the eventual TCC Planning Grant.

In 2018, the City and seven Co-Applicants (CCDS, PUENTES, PHAdvocates, Rising Sun Center for Opportunity, STAND, and Third City Coalition) received a TCC Planning Grant to carry out a robust outreach and engagement process. Through this, partners created a Sustainable Neighborhood Plan (SNP) that identified residents' priorities from Stockton's 2014 CAP. To shepherd this collaborative work, TCC partners came together as the Rise Stockton coalition.

Partners in the Rise Stockton coalition conducted extensive outreach and engagement to better understand the collective priorities of nearly 2,000 Planning Area residents. This outreach resulted in 33 public meetings around community priorities, ranging from targeted focus groups to workshops to town halls. This feedback was complemented by two surveys receiving a total of 239 responses to identify specific project ideas. Additional methods included informal conversations with residents, businesses, and other stakeholders, canvassing of Planning Area neighborhoods, presentations, and seminars. Through this outreach, the Rise Stockton coalition represented grounded community visions and positive relationships between residents and stakeholders such as the City. This extensive outreach and engagement culminated in the development and approval of the SNP.

b. Decision-making processes

Using the SNP as a guide, partners developed the community engagement plan throughout November 2019 to February 2020 for TCC Round 3. The City, members of the Rise Stockton coalition, and new project implementation partners hosted outreach meetings for stakeholders within the Project Area. The City and Partners convened a shared decision-making body to determine project scoping, and the final set of proposed Projects based on the overlap of resident priorities (identified in the SNP) and the requirements of the TCC grant. The TCC

**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

Vision Statement is a reflection of the community's vision, focusing on developing essential infrastructure to improve resident health and well-being, reduce energy usage and increase household income, and build workforce training pipelines to stimulate the local economy. The City and Partners followed a similar process for Round 4 and will continue to make decisions collaboratively in consultation with the community.

## **IMPLEMENTATION GRANT AGREEMENT**

### **Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

### **Workforce Development and Economic Opportunities Plan (WDEOP)**

#### **I. Plan Overview**

The Workforce Development and Economic Opportunities Plan (WDEOP) recognizes that building new economic power belongs in the hands of those who have disproportionately experienced the burden of living in highly pollution-burdened and disinvested communities.

The WDEOP will create high-quality jobs and develop training programs focused on the specific needs of Project Area residents and the local workforce. The WDEOP-funded projects are: (1) a summer youth program focused on residential energy and water efficiency, (2) a garden program for incarcerated individuals, (3) a 15-week urban greening and conservation training program that trains local system-impacted adults in forestry basics, conservation, land stewardship, and job readiness skills, and (4) targeted recruitment and wrap-around services for Project Area residents to complete a variety of locally available training programs that train individuals for multi-craft apprenticeship readiness, truck driving, welding, and software developing. These programs will expand economic opportunity and workforce access - whether through new career training pathways or exposing communities to the hands-on skill development necessary for high-quality jobs to take root in the Project Area. Over four years, the WDEOP should result in approximately 52 trained individuals. The metrics shared are from the collective organizations:

- Rising Sun: Goal of 14 trained through the Climate Careers program, and facilitation of training for 4 individuals in local certified training programs
- Little Manilla: 28 trained individuals in urban forestry
- GRID: No quantitative goal, but rather qualitative initiatives to support existing programs; outlined above; staff personnel program management
- Insight Garden: Goal of 40 participants enrolled in inreach programming and 4 participants receiving full services

The WDEOP will work in strong collaboration with other TCC-funded workforce projects, which include a solar installation to address challenges, identify thoughtful recruitment strategies and increase the workforce programs' visibility in the Project Area. In serving these communities, Stockton's particular focus is on communities of color, opportunity youth, and formerly incarcerated individuals.

#### **II. WDEOP Summary**

##### **a. Workforce needs and opportunities for Project Area residents**

Successful implementation of workforce development training programs and high-quality job creation will provide a necessary stimulus to Stockton's workforce. Education is a persistent challenge for Stockton's future workforce. 48.7% of residents in the Project Area over the age of 25 have less than a high school education. Accessibility remains an issue for training and supportive services. There is a glaring lack of affordable middle-skills job training that directly links to gainful employment; this is in addition to the need for services like reliable transportation, stable housing, affordable childcare, financial literacy, and barrier removal case management. According to census tract data, the Project Area has an 18.6% unemployment rate, compared to the state average of 3.9%. This number in part results from a shortage of diverse, high-quality employment opportunities.

The major driver of job growth has been the region's relatively lower cost to operate business (i.e. a low-wage labor force). Historically, one of the city's points of economic leverage has been

## **IMPLEMENTATION GRANT AGREEMENT**

### **Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

the availability of land, which has encouraged wealth to move in, mostly bringing with it low-value work. The most common job groups pertain to office & administrative support, sales-related occupations, as well as production and material moving. The primary industries in the region are retail trade, healthcare & social assistance, manufacturing, and construction; many of their training needs require workers who can continuously adapt - particularly to learn how to maintain and work alongside machines.

With the notable exceptions of healthcare and the trades, most of these industries are not known for producing high-quality employment locally. Even when accounting for entry-level and experienced-level wages, Stockton's dominant industries are barely able to provide living-wage jobs for a single adult household. What's more, they are seldom able to provide living-wage jobs for households comprised of an adult and a child. Thus, the workforce component of TCC projects includes apprenticeship pathways, credentials, and training that prioritizes the community's exposure to growth in emerging green sectors and provides wrap-around services that support participants as they are completing their training programs.

#### **b. Programs and services selected to address Project Area need**

- **How the plan will fill the workforce needs and gaps**

Stockton's workforce demands a diverse set of solutions to its development and training needs. The strong collaboration between the four distinct programs being funded by TCC will target growing occupations and industries in the Project Area, reduce barriers to employment, enhance employment readiness, amplify financial literacy, and strategically align with the goals of Stockton's workforce development board. The WDEOP will also include an overarching TCC workforce coordinator.

Gaps exist to strengthen the quality of opportunity for those from the project area. The WDEOP plan will use an array of intentional initiatives as a pillar for retention and support. Such as: targeted recruitment, stipends, wrap-around services for trainees to complete local training programs, engaging previously incarcerated populations, and working with employers to develop partnerships for job placements. Furthermore, The inclusion of wrap-around services for trainees will address the need for stabilization and the meeting of basic needs as critical foundations necessary for individuals to fully engage and access services/training made available by WDEOP partners

Rising Sun Center for Opportunity (Rising Sun) will house the workforce coordinator position within TCC's Collaborative Stakeholder Structure for the first 2.5 years of the grant term. Another WDEOP partner and/or Rising Sun will assume the workforce coordinator position for the remaining term of the grant. This position will organize and lead monthly meetings that include TCC partners, stakeholders, and resident representatives. The purpose of these meetings will be to gather insights and updates and then report on the progress of the WDEOP and its objectives moving forward. These objectives should be aligned with the overall goals stated in the WDEOP while remaining adaptive to the Project Area's demographic, economic, and workforce environment.

We will also utilize a portion of our WDEOP funding to lease a site space in Stockton that will be available to all TCC-funded workforce partners and can be utilized for the following purpose (not an inclusive list): (1) In-person workforce training programs for GRID Alternatives, Little Manila

## IMPLEMENTATION GRANT AGREEMENT Round 4 FY 2021-2022

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

Rising, and Rising Sun Center for Opportunity, (2) In-person monthly WDEOP meetings, (3) Workforce program recruitment and outreach events, (4) WDEOP partners' internal staff meetings/retreats, (5) Program inventory storage.

- **Alignment with the TCC Workforce Program criteria (prepare Project Area residents for long-term high-quality career pathways)**

Because of Stockton's myriad barriers to employment and job-readiness needs, the solutions under the workforce development and training plan vary in industry and occupation.

- Rising Sun is partnering with San Joaquin Building Trades, California Human Development, and CodeStack Academy to recruit and train residents of the Project Area in one of the following: a Multi-Craft apprenticeship readiness program, truck driving program, welding program and software developer program.
- The Insight Garden Program will tailor a vocational gardening and landscaping training program to reentry populations' needs and will create a supportive bridge between incarceration and life back in the Stockton community.
- The Urban Forestry Program will build upon its existing urban forestry training program that focuses on arboriculture and landscape training for adults in re-entry and local youth from South Stockton through on-the-job training in tree planting and maintenance, career pathway shadowing with local foresters, nurseries, conservation groups, and directly supporting the community stewardship of trees in city streetscapes and parkways.

We are also in strong collaboration with other TCC-funded workforce programs listed below that also do vary in industry and occupation.

- GRID Alternatives offers an Installation Basics Training (IBT) solar installation program, which enables residents of the Project Area to learn skills in construction in the solar industry, job readiness, and professional development.

### c. **Job Training Plan**

*Rising Sun's Pipeline to Multi-Craft apprenticeship readiness program, truck driving program, welding program, and software developer program*

Rising Sun Center for Opportunity (Rising Sun) plans to partner with San Joaquin Building Trades (SJB), California Human Development (CHD), and CodeStack Academy to provide residents of the Project Area with pathways to the trades, transportation, and software industries. SJB provides the Multi-Craft apprenticeship readiness program that offers a robust training curriculum that will include an introduction to electrical, plumbing, HVAC, carpentry, and more. Participants obtain OSHA 10, blueprint reading, forklift, and MC3 certifications. CHD provides a truck driving program that offers technical knowledge, theory, and behind-the-wheel skills necessary to operate and maneuver a Commercial Class A tractor-trailer. Participants obtain a Commercial Driver's License (CDL). CHD provides a welding program that offers instruction in trade tools, interpreting blueprints, material handling, welding thermal cutting metallurgy template pattern development plate, structural fabrication destructive and non-destructive testing, shipment preparation, and fabrication installation. Participants receive their welding certification. CodeStack Academy provides a software developer program that offers immersive training on coding design patterns, front-end and back-end development, cloud computing, web applications, mobile applications, Javascript, and HTML5, among others. Participants are guaranteed a 2-month internship with

## IMPLEMENTATION GRANT AGREEMENT Round 4 FY 2021-2022

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

CodeStack Academy to work on production products. Participants receive a completion certificate from CodeStack Academy and they leave with a portfolio of work to demonstrate their skills to future employers. Rising Sun will allow the partners to market their training programs to eligible participants who are currently working with Rising Sun's Climate Careers program, Little Manila Rising's Urban Forestry training program, or the Insight Garden Program's reentry program. Rising Sun will also support the partners with recruitment efforts of other residents in the Project Area that meet program qualifications. Rising Sun works with local schools, nonprofits, and other organizations, such as food banks, youth-serving organizations, and congregations to recruit local youth participants. To ensure high completion rates and reduce barriers to entry, Rising Sun offers a competitive stipend and tuition reimbursement for those interested in these programs.

### *Insight Garden Program's (IGP) Pathways to Long-Term High-Quality Careers*

IGP's approach to supporting our paroling participants goes beyond providing them with vocational gardening and landscaping skills. We believe in a whole-person care approach to stabilize individuals and enable them to better receive community support and resources. Our case management and peer mentorship programs ensure that their basic needs are met, a sense of community support is established, and their mental and physical wellness is attended to. We acknowledge that every individual has their own unique journey, and we meet them where they are. To this end, we have a wide network of partners that include vocational training programs, employers in the environmental and social justice space, institutions for higher education, and opportunities for leadership development.

IGP recognizes the importance of long-term goals for our participants and the expansive opportunities that exist within the green sector. We believe that skilling up and building education are essential components of workforce readiness and career success. We have launched a virtual "Enrichment" platform that is designed to help our participants overcome common barriers to training, employment, and social reintegration. We understand that individuals who have been incarcerated for 10+ years often face technological barriers, lack basic financial literacy, struggle with interview skills and resume construction, and need emotional stability. Our workshops, facilitated by partners like Mechanics Bank, are designed to address these barriers and provide financial literacy education specifically for returning citizens. Our aim is to bridge the gap between vocational skills learned while incarcerated and workforce readiness upon release.

At IGP, we are committed to identifying values-aligned employers who provide living wages, have a deep understanding of the barriers faced by previously incarcerated individuals, and offer opportunities for leadership development. Our ultimate goal is to help our participants achieve sustainable employment and a sense of purpose and belonging in their community.

### *Little Manila Rising - Urban Forestry Training Program*

Little Manila Rising's Urban Forestry Training Program is a 15-week, on-the-job experience where participants are challenged to become experts in proper tree planting and maintenance practices by supporting LMR staff in operational planting and canopy management work (which includes watering, mulching, pruning, and triaging vandalized or dead trees). Our trainees also lead volunteers from the public and sponsoring organizations during community planting events, as well as advocating for tree plantings directly to residents enrolling in our My Free Tree donation program. Beyond the experiential learning that comes with doing the work day in and day out, LMR staff supplement fieldwork with in-class lessons on arboriculture and conservation, introducing concepts related to soil science and plant biology, local history, and common and new ecological practices that we regularly employ as part of our management strategy for our trees and

## IMPLEMENTATION GRANT AGREEMENT Round 4 FY 2021-2022

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

soils. Lastly, all of our trainees will graduate with OSHA-10 General Industry, OSHA First Aid & CPR certification, and a certificate of completion of the program. We continue to search for other relevant and valuable certifications for our participants that help our trainees in field-related careers as well as training opportunities that help them grow as peers and coworkers. Next fall, our cohort of trainees will receive mental health first aid training and certification that is both insightful to one's own behaviors and triggers but also trains individuals in support techniques if they are ever a first responder to a mental health crisis.

In addition to the topical work and learning needed to train individuals in forestry and other “green careers,” LMR is continuing to build into our curriculum more opportunities to work with our participants on resume and cover letter processes, typing and internet literacy, and storytelling as both a professional endeavor and as a healing process. LMR recognizes that a significant portion of the people that train with us will end up wanting to pursue other positions or education pathways. Some want to complete high school and go to college, others want to find a less physically taxing job that will sustain them and their family. Many of our participants are older in age and are pursuing work for the first time, either in their lives or for the first time out of prison. To that end, we work with our participants to identify their personal and professional goals and either directly offer guidance or connect them to partners who may offer more relevant training and support.

#### **d. Job Placement or Creation Plan**

*Rising Sun's Pipeline to MC3 pre-apprenticeship program, truck driving program, welding program, and software developer program*

The San Joaquin Building Trades (SJBT), CA Human Development (CAHD), and CodeStack Academy (CodeStack) partner with the San Joaquin County WorkNet (WorkNet) to provide employment readiness training and case management support for trainees. Employment readiness may include resume and cover letter building, professionalism skills, interviewing skills, soft skills workshops, job search strategies, and networking opportunities. WorkNet also supports the trainees with smart goal setting and community resource referrals.

After the trainees complete their Multi-Craft pre-apprenticeship program and receive their MC3 certificate, they are eligible to apply to trade unions as apprentices. Apprentice's starting wages can vary between \$18-25/hour depending on the union but there are vast opportunities to grow professionally and receive raises. Trade unions offer strong benefits packages, prioritize worker safety, and are a great employment source for women and folks that have been system impacted. The SJBT has strong partnerships with various trade unions such as plumbers & pipefitters, electricians, sheet metal workers, etc. The SJBT invites union representatives during training for trainees to learn more about the different unions and be recruited. The SJBT support the trainees through the application and aptitude exam processes and provides follow-ups with program graduates to ensure that they are doing well in their placements. Similarly, CAHD also has strong partnerships with welding unions, welding employers, and truck-driving employers to support their trainees in the placement process.

At the end of the Software Developer training, the students are provided with an internship that provides the students with the opportunity to showcase their learnings in real-world projects. Once the students receive their training certificate, CodeStack Academy provides an employment opportunity to a couple of the strongest students and they also help identify employment

**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

opportunities for the rest of them. With software developer knowledge, folks can also start their own business conducting freelance work.

*Urban Forestry Training Program*

Even though our program is still in its early stages, we have worked to find potential partners that match our values and can offer family-sustaining wages, are re-entry friendly, and take care of their employees. While most of the positions in our field of industry are government jobs, we have begun a new partnership with West Coast Arborist (WCA), which can offer our participants more opportunities to grow personally and professionally. We have already partnered with them on community planting events and attended a tour of their job site here in Stockton. We are hoping to build on our initial work together and create a career ladder that moves our participants into ISA-certified positions with WCA. Next fall, we intend to integrate shadow days, training, and work along with WCA managers and staff that will be advantageous opportunities for our trainees to build familiarity with a potential employer, as well as help our program tailor our teaching to what the largest California employer in the forestry industry is looking for in their candidates for hire.

**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

**Displacement Avoidance Plan (DAP)**

- I. The Round 4 DAP proposal was insufficient at application. This will be updated and revised in the final quarter of 2023, as noted in Exhibit B.

## **IMPLEMENTATION GRANT AGREEMENT**

### **Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

### **Climate Adaptation and Resiliency Plan (CARP)**

#### **I. Plan Overview**

Increasing temperatures, severe droughts, and rising sea levels pose the most significant threats to vulnerable populations in the Project Area. The effects of these changes will range from catastrophic events, such as floods, increase frequency of heat waves and duration of heat waves, to declining health and economic outcomes for residents. Communities that will be disproportionately affected by climate change are those similar to the Project Area – diverse, low-income, and politically and socially marginalized. The debilitating effects of climate change will have detrimental outcomes, reinforcing the cycle of poverty in communities of color like those in the Project Area.

Stockton Rising's resiliency strategies seek to address the safety and health risks exacerbated by climate change for the Project Area's most vulnerable residents. Stockton Rising proposes adaptation measures that build community resilience among vulnerable populations by promoting healthy built environments, reducing health vulnerabilities, and mitigating the consequences of rising temperatures. Proposed projects form a mosaic of resiliency building measures and activities that will prepare the Project Area for the anticipated impacts of climate change. These resiliency measures include fortifying critical infrastructure, such as the urban forest, that are critical to reduce temperatures and create pedestrian-friendly environments and equipping households with energy- and water-efficient appliances and solar power to ensure low-income families can afford the means to mitigate extreme heats, such as air conditioning.

#### **II. CARP Summary**

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

Increasing temperatures have a direct impact on the health of communities, which threatens economic security. According to a California Department of Public Health (CDPH) study, increased temperatures "...directly harm human health through heat-related illnesses (mild heat stress to fatal heat stroke) and the exacerbation of pre-existing conditions in the medically fragile, chronically ill, and vulnerable." Furthermore, the same report found high heat days "...contribute to and exacerbate respiratory disease in children and adults." Project Area residents are experiencing extremely high rates of asthma and heart attacks due to increasing temperatures. In fact, CalEnviroScreen 3.0 data reports 11 of 15 census tracts within the Project Area are within the top 5<sup>th</sup> percentile for the rate of emergency department visits for asthma. The economic impact of medical care for heat-related illnesses presents another barrier for low-income communities that may lack access to healthcare services. Increasing temperatures will increase heat-related health issues and impose associated economic burdens. Furthermore, increasing temperatures pose a threat to the built environment which will be less accessible and deteriorate more rapidly amid extreme heat. The success of ongoing efforts to create a pedestrian-friendly built environment by expanding bike lanes and modifying existing infrastructure (e.g., Miner Avenue TCC Round 3 Completed Project, Lincoln and Eight Street Roundabout Project) are dependent upon safe and welcoming conditions (i.e., reasonable temperatures).

Stockton faces the threat of severe droughts, which threaten the health and economic well-being of residents. CDPH's study warns that predicted temperature increases and changes in precipitation "... may lead to intensified drought conditions." Droughts pose a myriad of threats, including an increased risk of wildfires and decreased availability of water. Decreased availability of water makes it difficult to mitigate the health effects of increasing temperatures and increases the cost of water – an economic burden for low-income communities. More

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4  
 Grant Number: SGCXXXXX, City of Stockton

severe and frequent droughts will intensify the aforementioned consequences of rising temperatures, while also posing additional health risks and economic burdens on residents. The built environment will also suffer from more frequent and intense droughts due to consequences of droughts, such as wildfires, which create unsafe outdoor conditions. Furthermore, increasing water costs will make it more difficult than it already is for the City to afford the ongoing maintenance of the built environment, such as the urban forest.

Stockton's proximity to the San Joaquin Delta exposes it to rising sea level threats. Should sea levels rise above 1 meter, neighborhoods within the Project Area will face floods in the event of severe storms. Floods destroy physical infrastructure, disrupt essential services, and damage local ecosystems. The most direct threat of floods is the potential to destroy buildings, roads, and other basic physical infrastructure. Destruction of transportation infrastructure could also disrupt the delivery of emergency services, such as medical and fire response vehicles, in the short- and long-term. Increased salinity as a result of floods can reduce the quality and quantity of water supplies and make local environmental uninhabitable for native species.

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

The City and Partners have addressed the risks posed to the most vulnerable populations within the Project Area, as well as provided resiliency measures to be integrated within projects, to meet the challenges posed by climate change. The adaptation measures were intentionally selected to bolster the integrity of the projects, ensuring the projected benefits are attained despite difficult circumstances.

Stockton Rising includes two infrastructure projects that incorporate measures to fortify infrastructural and community resilience and improve functionality through anticipated increasing temperatures over the next twenty years. The McKinley Park Project includes urban greening component, providing shade for pedestrians and bikers and transforming the largest municipal park in south Stockton while at the same time mitigating the urban heat island effect. The Urban Forest Renovation Project will plant 1,500 drought resistant, carbon sequestering trees to address the urban heat island effect and improve air quality, reducing temperatures and alleviating respiratory problems. Urban greening efforts mitigate urban heat islands, sequester carbon, and enhance the built environment, all of which have positive effects on health outcomes, such as rates of asthma and heart disease. Both projects significantly enhance the built environment by creating pedestrian-centered environments that promote healthy lifestyles.

Stockton Rising will also augment the resiliency of vulnerable households within the Project Area, protecting the most vulnerable communities from extreme heat and drought. The Climate Careers and Stockton Energy for All projects will install energy efficiency devices and solar panels, respectively, to reduce the demand on the electrical grid and utility costs associated with cooling, allowing low-income residences to access air conditioning during peak temperature seasons. Similarly, the Climate Careers project will provide water efficient devices to allow residents to stay hydrated even as the cost of water increases, or in the case of increased drought. These projects will enable low-income communities greater access to the built and natural environment by supporting safe and healthy conditions within homes.

**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022***Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*

Grant Number: SGCXXXXX, City of Stockton

**Attachment D-3: Invoicing and Reporting Templates**

[TO BE PRINTED ON GRANTEE LETTERHEAD]

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

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

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

TCC Grant Element	Amount
Grantee Costs	
Project #1	
Project #2	
Project #3	
Project #4	
Project #5	
Project #6	
Project #7	
Project #8	
Community Engagement Plan	
Displacement Avoidance Plan	

**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
 Grant Number: SGCXXXXX, City of Stockton

Workforce Development and Economic Opportunities Plan	
Indicator	
Tracking Plan	
TOTAL to be reimbursed this Period	\$-
Advance Pay Deduction	
Total Reimbursement Requested	\$-
Total Budget	
Total Invoiced to Date	
Amount Remaining	\$-

<b>Advance Pay Summary</b>	
Advance Received	
Advance Balance	
Current Invoice Total	
Amount Paid Via Invoice	
Remaining Advance Balance	
Interest Earned	

**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
 Grant Number: SGCXXXXX, City of Stockton

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

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

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

TASK	Cost Description/Category	Amount	Supporting Documentation/Page #
1			
	Subtotal	\$-	
2			
	Subtotal	\$-	
3			
	Subtotal	\$-	
4			
	Subtotal	\$-	

**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4  
Grant Number: SGCXXXXX, City of Stockton

Travel			
	Subtotal	\$-	
Equipment			
	Subtotal	\$-	
Indirect/Overhead			
	Subtotal	\$-	
	<b>SUBTOTAL FOR THIS PERIOD</b>	<b>\$-</b>	

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4

Grant Number: SGCXXXXX, City of Stockton

**TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM****PROGRESS REPORT**

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

1. Summarize the administrative work (**Grantee Direct** and **Indirect/Overhead Costs**) completed by the Grantee during the reporting period:

Grantee Activities	Grant Funds Spent
[INSERT Task # and Name]	\$
<ul style="list-style-type: none"> <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]	\$

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022**

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4

Grant Number: SGCXXXXX, City of Stockton

<b>Total</b>	<b>\$</b>

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

<b>[INSERT NAME OF FUNDED PROJECT OR 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> </ul> <b>Bold any deliverables submitted</b>	
[INSERT Task # and Name]	\$
[INSERT Task # and Name]	\$
[INSERT Task # and Name]	\$
<b>Total</b>	<b>\$</b>

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

<b>[INSERT ITP 1 or 2]</b>	<b>Grant Funds Spent</b>
[INSERT Task # and Name]	\$
<ul style="list-style-type: none"> <li>Describe work completed</li> </ul>	

**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

<ul style="list-style-type: none"><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></ul> <b>Bold any deliverables submitted</b>	
<b>Total</b>	<b>\$</b>

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022***Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*

Grant Number: SGCXXXXX, City of Stockton

**TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM****ANNUAL PROGRESS REPORT**

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

**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
 Grant Number: SGCXXXXX, City of Stockton

6. Describe any concerns related to administering the grant and/or working with the State.

**Leverage Projects**

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

**Additional TCC-Related Investments**

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

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

**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
 Grant Number: SGCXXXXX, City of Stockton

**TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM**

**ANNUAL LEVERAGE FUNDING REPORT**

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

Reporting Period Dates: [START – END DATE]

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

**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
 Grant Number: SGCXXXXX, City of Stockton

**TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM**

**ANNUAL EQUIPMENT INVENTORY RECORD**

Grant Number:

Grantee:

TCC Project Name:

Funding Round:

Reporting Period Dates: [START – END DATE]

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

## IMPLEMENTATION GRANT AGREEMENT Round 4 FY 2021-2022

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

### Attachment D-4: Reporting Schedule

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

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

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

The Final Report must be submitted at the end of the Project Completion Period, 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 October 2027.

The Performance Period will vary for each Funded Project and will begin immediately after each Funded Project is completed, if applicable (see Section 1, Definitions). If the Grantee has fulfilled all requirements for the Project Completion Period and Performance Period, the SGC Indicator Tracking may terminate earlier than March 2028.

REPORTING PERIOD START DATE	REPORTING PERIOD END DATE	PROGRESS REPORT	ANNUAL REPORTS (Progress, Indicators, Leverage Funding, Equipment Inventory)	DUE DATE
Grant Execution	September 30, 2023	X		October 31, 2023
October 1, 2023	November 30, 2023	X		December 31, 2023
December 1, 2023	January 31, 2024	X		February 29, 2024
February 1, 2024	March 31, 2024	X		April 30, 2024
April 1, 2024	May 31, 2024	X		June 30, 2024
June 1, 2024	July 31, 2024	X	X – All Annual Reports (Covers Grant Execution – June 30, 2024)	August 31, 2024
August 1, 2024	September 30, 2024	X		October 31, 2024
October 1, 2024	November 30, 2024	X		December 31, 2024
December 1, 2024	January 31, 2025	X		February 28, 2025
February 1, 2025	March 31, 2025	X		April 30, 2025
April 1, 2025	May 31, 2025	X		June 30, 2025
June 1, 2025	July 31, 2025	X	X – All Annual Reports (Covers July 1, 2024 – June 30, 2025)	August 31, 2025
August 1, 2025	September 30, 2025	X		October 31, 2025
October 1, 2025	November 30, 2025	X		December 31, 2025
December 1, 2025	January 31, 2026	X		February 28, 2026
February 1, 2026	March 31, 2026	X		April 30, 2026
April 1, 2026	May 31, 2026	X		June 30, 2026
June 1, 2026	July 31, 2026	X	X – All Annual Reports (Covers July 1, 2025 – June 30, 2026)	August 30, 2026
August 1, 2026	September 30, 2026	X		October 31, 2026
October 1, 2026	November 30, 2026	X		December 31, 2026
December 1, 2026	January 31, 2027	X		February 28, 2027

**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*

Grant Number: SGCXXXXX, City of Stockton

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

## IMPLEMENTATION GRANT AGREEMENT Round 4 FY 2021-2022

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

### Attachment D-5: Indicator Tracking Tables

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

Specific indicators for each Funded Project, Leverage Project, and Transformative Plan will be developed in consultation with the Evaluation Technical Assistance Provider and amended into this Grant Agreement. Below are examples of general indicators for various project strategies and plans.

### General Indicators for Equitable Housing and Neighborhood Development Projects

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

### General Indicators for Active Transportation Projects

Indicator	Data Source
Linear feet and location of bike lanes installed, by class	Project documentation (e.g., project design plans)
Linear feet and location of pedestrian pathways completed	Project documentation (e.g., project design plans)

## IMPLEMENTATION GRANT AGREEMENT Round 4 FY 2021-2022

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

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

### General Indicators for Transit and Rail Access Projects

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

### General Indicators for Car Sharing and Mobility Enhancement Projects

Indicator	Data Source
Vehicles in service [# and type (model, make)]	Project documentation (e.g., fleet purchase and service records)
Number and location of charging stations installed	Project documentation (e.g., installer invoices)
Number and location of EV charging outlets installed by level of service	Project documentation (e.g., installer invoices)

**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
 Grant Number: SGCXXXXX, City of Stockton

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

**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
 Grant Number: SGCXXXXX, City of Stockton

**General Indicators for Solar Installation, Energy Efficiency, and Appliance Electrification Projects**

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

**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
 Grant Number: SGCXXXXX, City of Stockton

**General Indicators for Urban Greening and Green Infrastructure Projects**

Indicator	Data Source
Trees planted [#, species, location]	Project documentation (e.g., landscaping invoices)
Square feet of other vegetation planted	Project documentation (e.g., design plans)
Square feet of permeable surfaces added	Project documentation (e.g., design plans)
Number of training activities related to tree/vegetation maintenance	Project documentation (e.g., training records)
Number of residents trained on tree/vegetation maintenance	Project documentation (e.g., training records)

**General Indicators for Health and Well-Being Projects**

Indicator	Data Source
Trees planted [#, species, location]	Project documentation (e.g., landscaping invoices)
Square feet of other vegetation planted	Project documentation (e.g., design plans)
Square feet of permeable surfaces added	Project documentation (e.g., design plans)
Number of training activities related to tree/vegetation maintenance	Project documentation (e.g., training records)
Number of residents trained on tree/vegetation maintenance	Project documentation (e.g., training records)

**General Indicators for Community Engagement Plan (CEP) for a Specific Project and overarching TCC Project Area**

Indicator	Data Source
Number of community engagement events held [by language]	(e.g., flyers in different language, photos)
Number of stakeholders engaged at each	Project documentation

**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
 Grant Number: SGCXXXXX, City of Stockton

Indicator	Data Source
event	(e.g., sign in sheets)
Number of stakeholders engaged through the site's social media outreach	Project documentation (e.g., social media followers)
Number of materials distributed to stakeholders (by language)	Project documentation (e.g., mailing lists)
Total number of people directly served by TCC projects	Project documentation (e.g., project level registration lists)
Total number of volunteers who participated in project implementation	Project documentation (e.g., volunteer sign-in sheets)
Total number of people who provided commentary or input on the project	Project documentation (e.g., meeting minutes, written comments, etc.)

**General Indicators for Displacement Avoidance Plan (DAP)**

Indicator	Data Source
Number of affordable units built under density bonus agreements	Project documentation (e.g., agreement paperwork)
Number of market rate units built under density bonus agreements	Project documentation (e.g., agreement paperwork)
Number of affordable units built under reduced development impact fees	Project documentation (e.g., fee waivers)
Number of market rate units built under reduced development impact fees	Project documentation (e.g., fee waivers)
Number of workshops to inform residents about affordable housing opportunities	Project documentation (e.g., agendas)
Number of residents engaged at workshops about affordable housing opportunities	Project documentation (e.g., sign-in sheets)
Number of tenant's rights education classes held	Project documentation (e.g., agendas)
Number of residents participating in tenant's rights education classes	Project documentation (e.g., sign-in sheets)
Number of foreclosure prevention events for	Project documentation

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022***Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*

Grant Number: SGCXXXXX, City of Stockton

Indicator	Data Source
homeowners and owners of multi-unit dwellings (MUDs)	(e.g., agendas)
Number of homeowners and MUD owners who attend/participate in foreclosure prevention workshops	Project documentation (e.g., sign-in sheets)
Number of site visits conducted to assess the health and needs of businesses	Project documentation (e.g., assessments)

**General Indicators for Workforce Development and Economic Opportunities Plan for a Specific Project and overarching TCC Project Area***Employment Activities*

Indicator	Data Source
Number of jobs supported with TCC grant funds, disaggregated by job quality and access metrics	Project documentation (e.g., budgets, subcontractor invoices, payroll systems, certified payroll reports)
Number of implemented Community Benefits Agreements (CBA) / labor agreements / community workforce provisions that focus on high-quality employment	Project documentation (e.g., agreement records)

*Job Training Activities*

Indicator	Data Source
Number of job training opportunities instituted with partner employers	Project documentation (e.g., memorandums of understanding)
Number of resource events around training opportunities	Project documentation (e.g., agendas)
Number of individuals engaged at resource events around job training opportunities	Project documentation (e.g., sign-in sheets)
Number of individuals who apply for job training opportunities	Project documentation (e.g., job training applications)
Number of individuals enrolled in job training opportunities	Project documentation (e.g., enrollment paperwork)

**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
 Grant Number: SGCXXXXX, City of Stockton

Indicator	Data Source
Number of trainees that completed job training, disaggregated by training quality and access metrics	Project documentation (e.g., training records)

*Job Placement Activities*

Indicator	Data Source
Number of job placement arrangements instituted with partner employers	Project documentation (e.g., memorandums of understanding)
Number of resource events around job placement opportunities	Project documentation (e.g., agendas)
Number of individuals engaged at resource events around job placement opportunities	Project documentation (e.g., sign-in sheets)
Number of individuals who apply for job placement opportunities	Project documentation (e.g., job placement applications)
Number of job placement participants placed in employment	Project documentation (e.g., placement records)

**IMPLEMENTATION GRANT AGREEMENT****Round 4 FY 2021-2022***Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*

Grant Number: SGCXXXXX, City of Stockton

**Attachment D-6: Authorized Signatory Template****Authorized Signatory Form**

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

**Grantee Authorized Signatory:****Name:****Title:***(Type or Print Name)***Signature:****Date:****Delegated Authorized Signatories:****1. Name:****Title:***(Type or Print Name)***Signature:****Date:****Document(s) Authorized to sign:** (circle all that apply)All Grant Related Documents **OR**

Grant Agreement   Grant Amendments   Budget Amendments   Reports   Invoices Other

\_\_\_\_\_

**2. Name:****Title:***(Type or Print Name)***Signature:****Date:****Document(s) Authorized to sign:** (circle all that apply)All Grant Related Documents **OR**

Grant Agreement   Grant Amendments   Budget Amendments   Reports   Invoices Other

\_\_\_\_\_

**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

**Attachment D-7: CalFire Urban Greening Standards**

[ATTACH DOCUMENT]

**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

**Attachment D-8: TCC Communications Kit**

[ATTACH DOCUMENT]

**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

**Attachment D-9: TCC Partnership Agreement**

[ATTACH DOCUMENT, TO BE FINALIZED BY GRANTEE]

**IMPLEMENTATION GRANT AGREEMENT**  
**Round 4 FY 2021-2022**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 4*  
Grant Number: SGCXXXXX, City of Stockton

**Attachment D-10: Certificate of Compliance with Russian Sanctions**

[ATTACH DOCUMENT]