

<i>Exhibit A: SCOPE OF WORK</i>	2
1. Purpose of the Agreement	2
2. The Project is Defined by the Application and Award Letter	2
3. Grant Term	3
4. Authorized Signatories	3
5. Party Representatives	3
6. Grantee Responsibilities	4
7. Document Submission	4
8. Reporting Requirements	5
<i>Exhibit B: Budget Detail and Payment Provisions</i>	6
1. Fiscal Administration and Payment	6
2. How to Submit Invoices	6
3. Invoice Dispute	7
4. Budget Contingency Clause	7
5. Cost Principles	7
6. Travel Reimbursement	7
7. Work Plan and Budget Modifications	8
8. Amendments	8
<i>Exhibit C, General Terms and Conditions</i>	10
1. Approval	10
2. Amendment	10
3. Assignment	10
4. Records Retention	10
5. Audit and Accounting	10
6. Indemnification	11
7. Disputes	11
8. Independent Grantee	11
9. Non-Discrimination Clause	11
10. Timeliness	12
11. Governing Law	12
12. Unenforceable Provision	12
<i>Exhibit D, Special Terms and Conditions</i>	13
1. Compliance with Laws and Regulations	13
2. Subcontractors and Partners	13
3. No Third-Party Beneficiaries	13
4. Project Monitoring and Oversight	13
5. Dispute Resolution	14
6. Termination	15
7. Waiver of Rights	15
8. Insurance Requirements	15
9. Stop Work	16

10. Remedies of Nonperformance _____	16
11. Publicity _____	17
12. Drug-Free Workplace Certification _____	18
13. Americans with Disabilities Act _____	19
14. Air/Water Pollution Violation Certification _____	19
15. Payee Data Record Form - STD 204 _____	19
<i>Exhibit E, APGP Guidelines</i> _____	20
<i>Exhibit F, Award Letter</i> _____	21
<i>Exhibit G, Grant Application</i> _____	22
<i>Exhibit H, APGP Communications Kit</i> _____	23
<i>Attachment 1: Authorized Signatory Form</i> _____	32
<i>Attachment 2: Work Plan</i> _____	33
<i>Attachment 3: Final Report</i> _____	39
<i>Attachment 4, Budget Detail Worksheet</i> _____	41
<i>Attachment 5, Invoice</i> _____	43
<i>Attachment 6, Invoice Dispute Notification</i> _____	46

Exhibit A: SCOPE OF WORK

1. Purpose of the Agreement

The purpose of this agreement, which includes Standard Agreement form 213 (STD 213), and all exhibits and attachments (collectively referred to as “Grant Agreement”) is to memorialize the terms and conditions related to the Office of Planning and Research’s (OPR) award of grant funds to [GRANTEE NAME] (“the Grantee”).

This Grant Agreement is authorized by the State’s 2021-2022 Budget (Senate Bill (SB) 170 (Skinner, Chapter 240, Statutes of 2021), which appropriated funding for the Adaptation Planning Grant Program (APGP). The APGP provides funding in the form of Planning Grants to help fill planning needs, provide communities the resources to identify climate resilience priorities, and ultimately support the development of climate resilient projects across the state. The Planning Grants are intended to prepare communities for future funding opportunities in programs that align with the APGP’s objectives.

The APGP is administered by OPR. The Grant Agreement will be executed between the Grantee and the OPR, which collectively are referred to as “Parties.” “Co-applicants” identified in the APGP Application are referred to as “Partners” in this Agreement but are not parties to it. (See [Exhibit A, Section 6G](#)) for requirements regarding partnership agreements for Grantees and Partners.)

2. The Project is Defined by the Application and Award Letter

OPR released the final APGP Guidelines for this Grant Agreement on January 6, 2023 (hereafter, “the Grant Guidelines” or “the Guidelines”) ([Exhibit E](#)). In accordance with the Guidelines, Grantee submitted its application (“Application”) ([Exhibit G](#)) and on March 31, 2023. OPR awarded a grant to fund the project described in the

Application, subject to any conditions contained within the Award Letter ([Exhibit F](#)). This project, described in the Application and Award Letter, will be referred to as the "Project" throughout this Grant Agreement.

The Guidelines, the Application, and the Award Letter are hereby incorporated into this Agreement.

3. Grant Term

The term of this Grant Agreement will commence on the date that all parties have signed the Grant Agreement on page one of the Standard Agreement (STD 213) and will conclude upon completion of the Project and payment of the last invoice, unless otherwise terminated pursuant to this Agreement (hereafter referred to as "Grant Term").

All work outlined in the Project must be completed within thirty months of executing the Grant Agreement.

All grant funds must be expended by January 31, 2026.

4. Authorized Signatories

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

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

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

5. Party Representatives

The Party Representatives are the primary contacts for the OPR and Grantee. The Party Representatives during the Grant Term are:

OPR

Name	Title	Phone Number	Email
Abby Edwards	Manager	(916) 748-0597	abby.edwards@opr.ca.gov
Brandon Harrell	Senior Planner		branden.harrell@opr.ca.gov

Grantee

Name	Title	Phone Number	Email
Grant Kirkpatrick	Program Manager III	(209) 937-8452	Grant.Kirkpatrick@stocktonca.gov

Courtney Christy	Deputy City Manager	(209) 937-5576	Courtney.Christy@stocktonca.gov

OPR and Grantee must keep the Party Representative(s) up to date. Any changes to the Party Representatives by either Grantee or OPR shall be made by providing notice within seven (7) working days of the change to the other party. The written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.

6. Grantee Responsibilities

OPR will notify the Grantee when work may proceed. Grantee is responsible for:

- A. Using grant funds only as set forth in the Project and within the specified timelines set forth in this Grant Agreement.
- B. Completing work on time and within budget. This includes meeting all milestones and deliverables, as described in and in accordance with the Work Plan ([Attachment 2](#)), unless otherwise agreed to by all parties through the amendment process described in [Exhibit B, Section 8](#).
- C. Submitting invoices for reimbursement pursuant to [Exhibit B, Section 2](#) and using the Invoice template ([Attachment 5](#)).
- D. Meeting all reporting requirements as set forth in [Exhibit A, Section 8](#).
- E. Complying with all applicable statutes, rules, and regulations.
- F. Maintaining an accounting system that accurately reflects all fiscal transactions and provides accounting information, retaining all records and required documents as specified in [Exhibit C, Section 4](#), and providing all required documents during an audit, as specified in [Exhibit C, Section 5](#).
- G. Entering into a partnership agreement with Co-Applicant(s), if any, and ensuring that the agreement is maintained throughout the Grant Term. The partnership agreement must: 1) outline the respective obligations of the Grantee and its Partners throughout the Grant Term to implement the Project, 2) include commitments from the Grantee and the Partners that they will implement their respective obligations, 3) require co-applicants to provide copies of all documentation of actions taken related to the Project to the Lead Applicant for retention in compliance with the requirements specified in [Exhibit C, Sections 4 and 5](#), and 4) include information about how the partners will make decisions and resolve disputes.
- H. Any other obligations set forth in this Grant Agreement.

7. Document Submission

A. Electronic Mail

When this Grant Agreement requires Grantee to give invoices, reports, or other documents to the OPR, Grantee must use the OPR-provided online submission platform, once available, OPR will notify Grantee once the submission platform is available. Until the submission platform is available, Grantee must email the documents and all emails must contain the Grant Agreement number and Grantee's name in the subject line.

8. Reporting Requirements

During the Grant Term, Grantee will be required to participate in regular check-in meetings with OPR's APGP staff and submit progress reports.

A. Check-Ins

- i. Grantee must participate in regular check-in meetings with APGP staff and report on project progress toward meeting High Level Activities identified in the Work Plan along with any Performance Metrics and Timeliness related to that progress. The Grantee's check-in meeting schedule will align with the invoicing frequency set forth in Exhibit B, Section 2. The Grantee must participate in no fewer than two check-in meetings per year.

B. Progress Reports

- i. Grantee will submit progress reports to accompany all invoices submitted pursuant to [Exhibit B, Section 2](#). The progress reports must contain documentation of the work performed and should discuss how that work relates to specific deliverables outlined in the Work Plan ([Attachment 2](#)) and the Budget Detail Worksheet ([Attachment 4](#)). Grantees may use the space in the "Progress Report" heading of the invoice template ([Attachment 5](#)) to submit their progress reports.
- ii. Grantee will submit a mid-term progress report to OPR half-way through the Grant Term at a date to be included in the Work Plan ([Attachment 2](#)). The mid-term progress report will track the work completed during the first half of the Grant Term and should include the following information:
 - a. Outline of all activities taken pursuant to the Work Plan ([Attachment 2](#)) and the outcomes of each activity.
 - b. Meetings and actions taken by the Grantee.
 - c. An accounting of the expenditures made by the Grantee.
 - d. Feedback on the implementation process for APGP program staff including barriers, challenges, and opportunities.
- iii. When the Project is completed, Grantee must submit a Final Report. To complete and submit the Final Report:
 - e. Submit the Final Report with the last invoice. If Grantee does not submit the Final Report with the last invoice, then the last invoice will be considered incomplete and returned following the process specified in [Exhibit D, Section 5A](#).
 - f. Use the Final Report Template, which is attached as [Attachment 3](#).
 - g. Sign the Final Report. Make sure the Final Report is signed by the person authorized to sign on the most current Authorized Signatory Form ([Attachment 1](#)).
 - h. Include details in the Final Report. Put enough detail in the Final Report to show that Grantee completed the Project and fulfilled the terms of the Grant Agreement and that both the last invoice and the five percent (5%) retention should be paid for completing the Project.

Exhibit B: Budget Detail and Payment Provisions

1. Fiscal Administration and Payment

- A. The Grantee is responsible for maintaining records that fully disclose its activities to implement the Project. Adequate documentation for each reimbursable transaction shall be maintained to permit the determination, through an audit if requested by the OPR, of the accuracy of the records and the eligibility of the expenditures charged to APGP grant funds. If the eligibility of the expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed.
- B. To receive payments of grant funds, Grantee must submit to OPR the documentation listed in [Exhibit B, Section 2](#). Advance payments are not permitted under this Grant Agreement.
- C. Upon receipt and approval of an itemized invoice and required documentation, OPR agrees to reimburse Grantee for actual costs incurred for work performed, in accordance with the rates specified in the Budget Detail Worksheet ([Attachment 4](#)).
- D. OPR will withhold five percent (5%) of each invoice, to be paid once all terms of the Grant Agreement have been satisfied.
- E. Payment shall be made within forty-five (45) days of receipt and approval of an invoice. Failure to comply with requirements may result in non-payment or delayed payment.
- F. For cost principles, see [Exhibit B, Section 5](#).

2. How to Submit Invoices

- A. Grantee must submit the invoices to the online submission platform, once available. OPR will notify Grantee once the submission platform is available.
- B. Until the submission platform is available, Grantee must email the Invoice (PDF) to AccountsPayable@OPR.CA.GOV and copy the Grant Manager identified by OPR in [Exhibit A, Section 5](#) on the email as well. The email must include the Grant Agreement number and Grantee's name in the subject line. Grantee shall submit invoices at least quarterly but no more frequently than monthly to the Grant Manager unless specified otherwise. A request for payment shall consist of:
 - i. The Invoice ([Attachment 5](#)) on official letterhead and signed by the Authorized Signatory or authorized designee specified in this Agreement ([Exhibit A, Section 3](#)), certifying the expenditures are for actual expenses for the tasks performed under this Grant Agreement.
 - ii. Each cost category and task must correspond to a cost category and task identified in the Budget Detail Worksheet ([Attachment 4](#)).
 - iii. Supporting documentation for reimbursement of funds. Records documenting time spent performing the work shall 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.
 - iv. The Progress Report as specified in [Exhibit A, Section 8A](#). Grantees may use the Progress Report space included in the Invoice form ([Attachment 5](#)). The

work documented in the progress report should refer to specific deliverables outlined in the Work Plan ([Attachment 2](#)) and the Budget Detail Worksheet ([Attachment 4](#)).

- C. Supporting documentation (e.g., timesheets, activity logs, cancelled checks) for matching funds does not need to be submitted to OPR but should be retained by Grantee in the event of an audit ([Exhibit C, Section 5](#)).
- D. At any time, OPR may request hard copies of invoices, reports, supporting documentation, and evidence of progress.

3. Invoice Dispute

In the event of an invoice dispute, see [Exhibit D, Section 5](#).

4. Budget Contingency Clause

- A. If the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no further force nor effect. In this event, OPR shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement, and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, OPR shall have the option to either cancel this Grant Agreement or offer an amendment to reflect the reduced amount. In the event that OPR cancels the Grant Agreement, OPR shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement, and Grantee shall not be obligated to perform any provisions of this Grant Agreement.

5. Cost Principles

- A. All costs to be reimbursed must be consistent with the Guidelines and the Project ([Exhibit E](#)).
- B. All costs to be reimbursed must be reasonable.
- C. Indirect costs exceeding twenty percent (20%) of the total grant award are not eligible for reimbursement, as defined in the Guidelines.
- D. OPR will reimburse Grantee only for actual expenses incurred during the term of this Grant Agreement, as specified in the Budget Detail Worksheet ([Attachment 4](#)).

6. Travel Reimbursement

Travel expenses directly related to the performance of this Grant Agreement will be subject to the State of California travel reimbursement rates in effect during the Grant Term.

- A. OPR will only reimburse for actual expenditures incurred for in-state travel with the exception of “incidentals” as specified in the Guidelines.
- B. Grantee shall maintain, and submit upon request, detailed travel records and supporting documents (e.g., travel request and approval forms, expense claims, invoices, and receipts for lodging and transportation) showing the date and

purpose of the grant-related travel, destination, and, in the case of travel by automobile, the number of miles driven.

- C. Grantee shall ensure travel costs are included in the Budget Detail Worksheet ([Attachment 4](#)) and are tied to tasks and deliverables in the Work Plan ([Attachment 2](#)).
- D. Grantee and any person traveling pursuant to this Grant Agreement indemnifies and holds harmless OPR and the State of California for any liabilities resulting from such travel.

7. Work Plan and Budget Modifications

- A. Grantee must keep the Work Plan ([Attachment 2](#)) and Budget Detail Worksheet ([Attachment 4](#)) up to date as specified in this Section and [Exhibit B, Section 8](#).
- B. Changes of up to twenty percent (20%) of the cost of tasks outlined in the Budget Detail Worksheet ([Attachment 4](#)) shall be made by providing a written request to OPR before submission of the affected invoice and shall be effective upon written approval from the Grant Manager. Total costs cannot exceed the maximum grant fund amount set forth in this Agreement. Once effective, the change shall be deemed incorporated into the Grant Agreement.
- C. Moderate changes to deliverable due dates and minor changes to subtask descriptions in the Work Plan ([Attachment 2](#)) shall be made by providing a written request to OPR before submission of the affected invoice and shall be effective upon written approval from the Grant Manager. Once effective, the change shall be deemed incorporated into the Grant Agreement.
- D. Material changes to the Work and Budget shall follow the amendment process, specified in [Exhibit B Section 8](#). Material changes include:
 - i. Cost changes of more than twenty percent (20%) between tasks in the Budget Detail Worksheet
 - ii. Elimination or alteration of tasks or deliverables
 - iii. Significant changes to deliverable due dates
 - iv. Change in Partners, see [Exhibit A, Section 1](#)
 - v. Other changes deemed material by the Grant Manager

8. Amendments

- A. This section applies to all amendments to this Grant Agreement, except for the following:
 - i. Changes to the Authorized Signatory Form ([Attachment 1](#)). For changes to the Authorized Signatory Form see [Exhibit A, Section 3](#).
 - ii. Changes to Party Representatives as set forth in [Exhibit A, Section 4](#).
 - iii. Non-Material changes to the Work Plan and Budget Detail Worksheet as set forth in [Exhibit B, Section 7](#).
- B. For all other amendments, Grantee must request and obtain prior written approval before any amendment to this Grant Agreement is valid.
- C. Request for amendments must:

- i. Be prepared, in writing, on official letterhead and signed by the Authorized Signatory or designee for Grantee.
 - ii. Be submitted to the Grant Manager at least two (2) months prior to when the amendment is needed.
 - iii. Include the Grant Agreement number, a detailed explanation of the proposed amendment, reason for the proposed amendment, and the effect of not approving the request.
 - iv. Include a copy of the document(s) requested for amendment that shows the requested changes.
- D. The Grant Manager will make reasonable efforts to respond in writing within fifteen (15) working days from receipt of request to approve or deny the request for amendment, including the reason for the decision.
- E. The Grant Manager will make reasonable efforts to process amendments within thirty (30) days of the approval date. The amendment will not be in effect until both Parties' Authorized Signatories or designees have signed the Grant Agreement amendment.

Exhibit C, General Terms and Conditions

1. Approval

This Grant Agreement is of no force or effect until signed by both Parties. Grantee may not commence performance until such approval has been obtained.

2. Amendment

No change to this Grant Agreement shall be valid unless made in accordance with [Exhibit B, Section 7](#). No oral understanding or change not incorporated in this Grant Agreement is binding on any of the Parties.

3. Assignment

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

4. Records Retention

- A. Grantee shall establish an official file containing adequate documentation of all actions taken with respect to the Project, including copies of the Grant Agreement, changes, amendments, letters, email correspondence, invoices, financial records, and reports and other documentation for a minimum of four (4) years following the final payment of funds or until completion of any action and resolution of all issues which may arise as a result of an audit, whichever is later. Grantee further agrees to require co-applicants (see [Exhibit A, Section 6G](#) for partnership agreement requirements) and subcontractors to provide copies of all documentation of actions taken related to the Project to the Grantee for retention in compliance with this section.
- B. Grantee shall adequately protect all records, physical and electronic, from loss, damage, or destruction during the four (4) year retention period.

5. Audit and Accounting

- A. Grant funded projects are subject to audit by the State of California during the grant term and for up to four (4) years following the termination of the Grant Agreement. Grantee agrees that OPR, the Department of Finance, the Bureau of State Audits, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. The audit may consist of examining and auditing pertinent books, documents, papers, and records including financial transactions and supporting documents, general accounting systems, internal controls, management practices, policies, and procedures pertaining to the performance of this Grant Agreement. Grantee shall be given advance notice when the grant-funded Project is selected for an audit or review by OPR, the Department of Finance, the Bureau of State Audits, or their designated representative(s). Grantee agrees to allow the auditor(s) access to such records during normal business hours, excluding State of California holidays, and to allow interviews of any employees who might reasonably have information related to such records.
- B. Grantee further agrees to comply with Government Code section 8546.7 in its interactions with co-applicants and subgrantees and be aware of the penalties

for violations of fraud and for obstruction of investigation as set forth in Public Contract Code section 10115.10.

- C. Partners and subcontractors of the Grantee who are paid with grant funds under the terms of this Grant Agreement shall be responsible for maintaining accounting records as specified above. Grantee shall include a term in all contracts to that effect.

6. Indemnification

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

7. Disputes

Grantee shall continue with the responsibilities under this Grant Agreement during any dispute.

8. Independent Grantee

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

9. Non-Discrimination Clause

During the performance of this Grant Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, color, ancestry, national origin, religion, creed, age (over 40), mental disability, physical disability, sex, gender (including pregnancy, childbirth, breastfeeding, or related medical conditions), sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, and military and veteran status. Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§12990, subds. (a)-(f) et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2§, § 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990, 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 and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Grant Agreement.

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

10. Timeliness

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

11. Governing Law

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

12. Unenforceable Provision

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

Exhibit D, Special Terms and Conditions

1. Compliance with Laws and Regulations

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

Grantee is responsible for complying with all applicable requirements, if any, of the California Environmental Quality Act (CEQA) (Pub. Resources Code, §§ 21000 et seq.) for the Project are met. OPR's selection of a Project for a planning grant does not foreclose appropriate consideration of alternatives or mitigation measures that would reduce or eliminate adverse environmental effects of any project during the CEQA review process. Nor does it foreclose the possibility that the project may be denied due to its significant environmental effects, if any. No work that is subject to CEQA may proceed until clearance is given by all lead and responsible agencies.

2. Subcontractors and Partners

OPR's contractual relationship is with Grantee, and not any of its Partners or subcontractors. Grantee is entitled to make use of its own staff, Partners, and subcontractors, as identified in the Budget Detail Worksheet ([Attachment 4](#)), 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. Grantee shall manage, monitor, and accept responsibility for the performance of its own staff, Partners, and subcontractors, and will conduct Project activities and services consistent with professional standards for the industry and type of work being performed under this Grant Agreement.

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

3. 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.

4. Project Monitoring and Oversight

Project monitoring and oversight is essential to ensure the Project stays within scope and is completed on schedule and within budget in accordance with this Grant Agreement. It is the responsibility of the Grantee to monitor the Project to ensure that it is completed in accordance with this Grant Agreement.

5. Dispute Resolution

A. Invoice Disputes

- i. In the event of an invoice dispute, the Grant Manager will notify Grantee by phone and follow up in writing using the Invoice Dispute Notification Template ([Attachment 6](#)) within ten (10) working days of receipt of the disputed invoice.
- ii. During the dispute, both parties shall deal in good faith to resolve the dispute. Grantee shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement.
- iii. If Grantee contests the decision made by the Grant Manager, Grantee shall submit a written “Notice of Dispute” on official letterhead, according to Subsection C below.

B. General Disputes

- i. In the event of a dispute unrelated to the dispute of an invoice, Grantee shall first attempt to resolve the dispute with the Grant Manager.
- ii. Both parties shall deal in good faith and attempt to resolve the dispute informally.
- iii. Grantee shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement during a dispute.
- iv. If Grantee contests the decision made by the Grant Manager, Grantee shall submit a written “Notice of Dispute” on official letterhead, according to Subsection C below.

C. Contesting a Dispute Decision

- i. If Grantee contests a decision made by the Grant Manager, Grantee may submit a written “Notice of Dispute” on official letterhead. The “Notice of Dispute” shall include:
 - The Grant Agreement number
 - A complete description of the basis for the dispute
 - Legal authority or pertinent facts, supporting arguments and documentation
 - Action requested for resolution

The “Notice of Dispute” shall be sent to the following address, with copies sent via email to the OPR contacts in [Exhibit A, Section 4](#):

Governor’s Office of Planning and Research
APGP
Attn: AGRP Program Manager
1400 Tenth Street
Sacramento, CA 95814

- ii. Within 30 days after receipt of the “Notice of Dispute,” the OPR APGP Program Manager shall review the dispute and submit a written decision to Grantee, which shall include:
 - The decision made
 - An explanation for the decision
- iii. The written dispute decision of the OPR APGP Program Manager is considered final and cannot be disputed further by the Grantee.

6. Termination

- A. Completion of Project. This Grant Agreement shall terminate upon completion of the Project and payment of the last invoice.
- B. Early Termination. Either Party may terminate this Grant Agreement upon thirty (30) days advance written notice by certified mail to the other Party. The notice shall specify the reason for early termination and may permit Grantee or OPR to rectify any deficiency(ies) prior to the early termination date.

7. Waiver of Rights

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

8. Insurance Requirements

- A. A Grantee that is a governmental organization may provide evidence of sufficient self-insurance to satisfy the insurance requirements below.
- B. If Grantee is not a governmental organization or is a governmental organization that is unable to provide evidence of sufficient self-insurance, then the following are the insurance requirements:
- C. Grantee must ensure the following insurance policies are obtained and kept in force for the term of this Grant Agreement, with no lapses in coverage, that cover any acts or omissions of Grantee or its employees engaged in carrying out any tasks specified in this Grant Agreement:
 - i. Workers' Compensation Insurance in an amount of not less than the statutory requirement of the State of California (Labor Code, § 3700 et seq.).
 - 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 not less than \$1,000,000 per accident for bodily injury and property damage combined. Such insurance shall cover

liability arising out of a motor vehicle including owned or hired, and non-owned motor vehicles.

- D. Insurance policies must name the State of California, its officers, agents, employees, and servants as additional insured parties for the commercial general liability and automobile liability insurance, but only with respect to work performed under this Grant Agreement.
- E. Grantee is responsible for guaranteeing that a copy of each Certificate of Insurance is submitted OPR within sixty (60) calendar days of the Grant Agreement signature. The grant number must be included on each submitted Certificate of Insurance.
- F. Grantee must notify OPR prior to any insurance policy cancellation or substantial change of policy, including lapse of coverage, change in coverage amount, or change in carrier. Grantee shall submit proof of new or updated policy based on insurance requirements within thirty (30) days of policy cancellation or substantial policy change. Failure to provide proof of insurance may result in termination of this Grant Agreement.

9. Stop Work

If it is determined, at the sole discretion of OPR, that Grantee is not meeting the terms and conditions of this Grant Agreement, immediately upon receiving a written notice through certified mail from OPR to stop work, Grantee shall cease all work under this Grant Agreement. OPR has the sole discretion to determine that Grantee meets the terms and conditions of this Grant Agreement after a stop work order, and to send through certified mail a written notice to Grantee to resume work under this Grant Agreement.

10. Remedies of Nonperformance

Grantee's failure to comply with any of the terms and conditions of this Agreement shall constitute a breach of this Agreement. OPR will give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

In addition to the other remedies that may be available to OPR in law or equity for breach of this Agreement, OPR may at its discretion exercise the following remedies:

- A. Undertake the dispute resolution process set forth at [Exhibit D, Section 5](#);
- B. Issue a stop work order pursuant to [Exhibit D, Section 9](#);
- C. Disqualify the Grantee from applying for future APGP funds or other OPR administered grant programs;
- D. Revoke existing APGP grant funds to the Grantee;
- E. Require the repayment of APGP grant funds disbursed and expended under this Agreement;
- F. Seek a court order for specific performance of the obligation defaulted upon, or the appointment of a receiver to complete the obligations in accordance with the APGP Guidelines and this Agreement;
- G. Other remedies available by law, or by and through this Agreement. All remedies available to OPR are cumulative and not exclusive.

11. Publicity

Grantee agrees that it will acknowledge OPR in all publications, websites, signage, invitations, and other media-related and public-outreach products related to the APGP. OPR staff will provide OPR logo files and guidance on their usage directly to Grantee. Grantee agrees to adhere to the Communications Kit provided by OPR ([Exhibit H](#)). If Grantee is planning an event or announcement, needs sample materials, or needs assistance or advice, Grantee shall contact the Grant Manager.

- A. Long-Form Materials: Long-form written materials, such as reports, must include the following standard language about OPR, APGP, and the Integrated Climate Adaptation and Resiliency Program (ICARP):

As communities in California experience more frequent, prolonged, and severe impacts from climate change, communities and governments at all scales are developing strategies and implementing actions to build a climate- resilient future. However, many jurisdictions, especially under-resourced communities in California, lack the capacity, tools, guidance, and resources to effectively prepare for climate impacts.

The APGP addresses this capacity gap by providing funding to help fill planning needs, providing communities with the resources to identify climate resilience priorities, and supporting the development of climate resilience projects across the state. The APGP enables communities to climate risk and adaptation considerations into planning activities and prepare for climate readiness and resilience in the long term.

- The APGP is an initiative of the Integrated Climate Adaptation and Resiliency Program (ICARP) housed within the Governor's Office of Planning and Research. ICARP advances statewide climate adaptation and resilience by coordinating investments, partnerships and climate science to ensure people, natural systems, and the built environment are protected, prepared, and thrive in the face of climate change.*
- Through direct and equity-focused investments and resources, ICARP helps build climate adapted and equitable communities in California, with a focus on solutions that both address the impacts of climate change and reduce greenhouse gas emissions. ICARP works to advance these priorities across all levels of government by developing actionable science and research; providing guidance, tools, and technical assistance; and administering climate resilience-focused grant programs.*

Learn more: <https://opr.ca.gov/climate/icarp/>

- A. 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, flyers, etc., must include either of the following messages:

Long version:

"[Project Name] is supported by the Adaptation Planning Grant Program at the Governor's Office of Planning and Research (OPR). The Adaptation Planning Grant Program is an initiative of OPR's Integrated Climate Adaptation and Resiliency Program (ICARP). ICARP advances climate

adaptation and resilience in California by coordinating investments, partnerships and climate science to ensure people, natural systems, and the built environment are protected, prepared, and thrive in the face of climate change.

Short version:

"[Project Name] is supported by the Adaptation Planning Grant Program implemented by the Governor's Office of Planning and Research."

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 ICARP and OPR support is not practical, Grantee should instead include the official OPR logo, preceded by the words "Funded by."

- B. Media Inquiries: Grantee must provide to OPR the name, phone number, and email address of Grantee's point of contact for all press inquiries and communications needs related to the Project. Grantees must also distribute a press release after grant decisions are presented during ICARP Technical Advisory Council (TAC) Meetings, and may be requested to present before the TAC and release communications materials for other major milestones throughout the lifecycle of the grant. All press releases must be approved by the OPR Communications and External Affairs prior to distribution and OPR must be alerted to all press events related to the grant.
- C. Communications Materials and Photos: Grantee shall share between 8-12 high-resolution, color photos with OPR during the Grant Term. These photos should include pictures of people involved with the Project, the Project area, and/or activities conducted during the Grant Term. OPR reserves the right to use these photos across its communications platforms.
- D. Social Media: Grantee is encouraged to use social media to share and inform the public of activities under this Grant Agreement. LinkedIn: @Governor's Office of Planning and Research (OPR) @CalOPR and #ICARP #climateadaptation #climateresilience #APGP should be tagged on all posts related to the APGP grant. Use of the hashtags #CAresilience and #ICARP and related variations is also encouraged.

12. Drug-Free Workplace Certification

In signing this Grant Agreement, Grantee certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- B. Establish a Drug-Free Awareness Program to inform employees about:
 - i. The dangers of drug abuse in the workplace.
 - ii. The person's or organization's policy of maintaining a drug-free workplace.
 - iii. Any available counseling, rehabilitation, and employee assistance programs.
 - iv. Penalties that may be imposed upon employees for drug abuse violations.

C. Every employee who works on this Grant Agreement will:

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

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

13. Americans with Disabilities Act

Grantee will 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 issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

14. Air/Water Pollution Violation Certification

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

15. Payee Data Record Form - STD 204

This form must be completed by all Grantees that are not another state agency or other governmental entity.

Exhibit E, [APGP Guidelines](#)

Exhibit F, Award Letter



Governor Gavin Newsom

State of California
Governor's Office of Planning and Research
1400 10th Street, Sacramento, California, 95814
info@opr.ca.gov | opr.ca.gov



Director Sam Assefa

June 8, 2023

Grant Kirkpatrick
Grant.Kirkpatrick@stocktonca.gov

RE: Award Notification – Adaptation Planning Grant Program, Round 1, Planning Grant
Award, City of Stockton, Stockton Climate Action Plan

Dear Grant and partners,

The Governor's Office of Planning and Research is pleased to inform you that City of Stockton has been selected as a Round 1 Grantee for the Adaptation Planning Grant Program award of \$650,000.00 for the Stockton Climate Action Plan. Round 1 of APGP is funded by a FY 2021-2022 budget appropriation from the General Fund. This program provides funding to help fill local, regional, and tribal planning needs, provides communities the resources to identify climate resilience priorities, and supports the development of a pipeline of climate resilient infrastructure projects across the state. Congratulations on your successful application.

APGP staff will schedule a kickoff meeting to discuss next steps, to address any outstanding issues or questions identified by staff and the interagency review panel, as well as finalize the partnership and grant agreement. Grantees and Partners will need to work closely and collaboratively with staff to address all issues and finalize the partnership agreement prior to grant execution.

Following execution of the grant agreement, grant funds will be disbursed on a quarterly basis for eligible direct and indirect costs unless otherwise specified. All reimbursed costs must meet the requirements for reimbursable tasks outlined in the grant agreement. Please note that no funds will be reimbursed for costs and expenses incurred prior to grant agreement execution.

We look forward to our partnership in the coming years. If you have any questions, please contact Abby Edwards, APGP Program Manager, at abby.edwards@opr.ca.gov.

Sincerely,

Sam Assefa

Director

Governor's Office of Planning and Research

Exhibit G, Grant Application

[Application Materials](#)

Exhibit H, APGP Communications Kit

Dear Adaptation Planning Grant Program Grantee,

Congratulations on your successful award from the Adaptation Planning Grant Program! Your dedication and hard work have paid off, and we are thrilled to be partnering with you on your important project.

At the Governor's Office of Planning and Research (OPR), we recognize the significance of your work in advancing climate resilience and adaptation. Your project holds great potential to deliver substantial environmental, health, and climate benefits to your community, and we are committed to supporting you every step of the way.

To assist you in effectively communicating and sharing the impact of your project, OPR's Communications and External Affairs team has prepared this Communications Toolkit. It serves as a comprehensive set of communications and branding guidelines specific to the Adaptation Planning Grant Program, as well as a range of resources and best practices to enhance your outreach across various media channels.

We believe that your project deserves recognition not only within your community but also as a model for others facing similar challenges. The tools and guidance provided in this kit will help you effectively share your accomplishments, engage partners, and build awareness about the importance of climate adaptation and resilience planning.

As you plan events, announcements, or any communication activities related to your grant, please refer to this toolkit and adhere to the guidelines provided. Should you require sample materials, event support, or expert advice, our Deputy Director of Communications and External Affairs, Emily Breslin, is available to assist you. You can reach Emily at emily.breslin@opr.ca.gov.

We appreciate the inspiring work you are doing to implement innovative and effective climate adaptation strategies. Together, we can make a substantial difference in building resilient communities and securing a sustainable future for all. We value our partnership and look forward to supporting you every step of the way.

Best regards,

The Governor's Office of Planning and Research Team

Introduction

We are promoting the 14 grantees through a [press release](#), [LinkedIn post](#), [tweet](#) and we welcome you to do the same. Below is some suggested language, but please feel very free to modify any of it as you see fit:

[Organization Name] is pleased to announce that [Project Name] has been selected as a recipient of the Round 1 Adaptation Planning Grant Program, provided by the Governor's Office of Planning and Research (OPR). This new grant program supports integrated climate adaptation projects and planning efforts in California. We're thrilled to announce our project is one of fourteen awarded in this first round!

With the support of the Adaptation Planning Grant, [Project Name] will be able to [briefly describe the project's goals and objectives]. This funding will enable us to [insert deliverables etc... implement innovative strategies, leverage partnerships, and incorporate cutting-edge climate science to enhance our resilience and adaptation measures].

Find more information about the [Adaptation Planning Grant and the Integrated Climate Adaptation and Resiliency Program \(ICARP\)](#) on the OPR website and read more about our other projects in this recent press release, "[California Awards \\$8 Million to help communities strengthen resilience against growing climate impacts.](#)"

We look forward to working with the Governor's Office of Planning and Research (OPR) and want to congratulate all the recipients of the Adaptation Planning Grant Program. Together, we will build a more resilient California for All.

*LinkedIn: @Governor's Office of Planning and Research (OPR) @CalOPR and #ICARP
#climateadaptation #climateresilience #CAresilience*

Publicity Requirements & Guidelines for Adaptation Planning Grantees

Adaptation Planning Grantees should acknowledge OPR in all publications, websites, signage, invitations, and other media-related and public-outreach products related to the Adaptation Planning Grant Program (APGP). OPR staff will provide OPR logo files and guidance on their usage directly to Grantee.

When using OPR's logo, use the color version only when the logo appears on a white background; on backgrounds of any other color, please use the white version of the logo.

Long Form Materials

Long-form written materials, such as reports, must include the following standard language about OPR, APGP, and the Integrated Climate Adaptation and Resiliency Program (ICARP):

As communities in California experience more frequent, prolonged, and severe impacts from climate change, communities and governments at all scales are developing strategies and implementing actions to build a climate- resilient future. However, many jurisdictions, especially under-resourced communities in California, lack the capacity, tools, guidance, and resources to effectively prepare for climate impacts.

The Adaptation Planning Grant Program addresses this capacity gap by providing funding to help fill planning needs, providing communities with the resources to identify climate resilience priorities, and supporting the development of climate resilience

projects across the state. The Adaptation Planning Grant Program enables communities to climate risk and adaptation considerations into planning activities and prepare for climate readiness and resilience in the long term.

The Adaptation Planning Grant is part of the Integrated Climate Adaptation and Resiliency Program (ICARP) housed within the Governor's Office of Planning and Research. ICARP advances statewide climate adaptation and resilience by coordinating investments, partnerships, and climate science to ensure people, natural systems, and the built environment are protected, prepared, and thrive in the face of climate change.

Through direct and equity-focused investments and resources, ICARP helps build climate adapted and equitable communities in California, with a focus on solutions that address the impacts of climate change and reduce greenhouse gas emissions. ICARP works to advance these priorities across all levels of government by developing actionable science and research; providing guidance, tools, and technical assistance; and administering climate resilience-focused grant programs.

Learn more: <https://opr.ca.gov/climate/icarp/>

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, flyers, etc., must include either of the following messages:

Long version:

"[Project Name] is supported by the Adaptation Planning Grant Program at the Governor's Office of Planning and Research (OPR). The Adaptation Planning Grant Program is an initiative of OPR's Integrated Climate Adaptation and Resiliency Program (ICARP). ICARP advances climate adaptation and resilience in California by coordinating investments, partnerships, and climate science to ensure people, natural systems, and the built environment are protected, prepared, and thrive in the face of climate change.

Short version:

"[Project Name] is supported by the Adaptation Planning Grant Program implemented by the Governor's Office of Planning and Research."

Mostly visual:

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 ICARP and OPR support is not practical, Grantee should instead include the official OPR logo, preceded by the words "Funded by."

Media Inquiries

Grantee must provide to OPR the name, phone number, and email address of Grantee's point of contact for all press inquiries and communications needs related to the Project. Grantees must also distribute a press release after grant decisions are presented during ICARP Technical Advisory Council (TAC) Meetings, and may be requested to present before the TAC and release communications materials for other major milestones throughout the lifecycle of the grant. All press releases must be

approved by the OPR Communications and External Affairs prior to distribution and OPR must be alerted to all press events related to the grant. Please share draft press releases with OPR for review 30 days in advance of when you'd like to post them by emailing them to Brandon Harrell at brandon.harrell@opr.ca.gov.

Communication Materials & Photos

Grantee shall share between 8-12 high-resolution, color photos with OPR during the Grant Term. These photos should include pictures of people involved with the Project, the Project area, and/or activities conducted during the Grant Term. OPR reserves the right to use these photos across its communications platforms.

Social Media

Grantee is encouraged to use social media to share and inform the public of activities under this Grant Agreement.

Please tag OPR in your posts and tweets about your work using the Adaptation Planning Grant.

LinkedIn: @Governor's Office of Planning and Research (OPR)

Twitter: @CalOPR

Suggested hashtags: #ICARP #climateadaptation #climateresilience #CAresilience

Spread the Word

Here are a few effective ways to raise awareness around your important work. In every case, we recommend a clear, concise writing style that avoids technical terms and is easy for most readers to access. Be sure all your communications comply with the Publicity Requirements and Guidelines on pages 24-36 of this kit.

Create a Website or Webpage

One of the best ways to share the latest information about the progress of your APGP project is to compile everything the public needs to know into well-organized website or webpage. Your website or webpage should be simple and inviting, with sections explaining who you are, what the Adaptation Planning Grant Program is, and why the project is important. Keeping the website updated with your latest accomplishments and steps taken to achieve your goals will keep members of your community enthusiastic and engaged. You can choose from dozens of inexpensive website templates, such as Wix, Square Space, and WordPress.

Press Releases & Media Advisories

If you're interested in getting mentioned by your local news outlets (newspapers, web-based news, radio, television), you've got to alert reporters, editors, hosts, news desks, and producers in your local media market. Here are a couple ways to get their attention (in both cases, include a contact name, title, phone number, and email at the top):

Press release

This is a narrative piece that tells the reader a story. Your best bet is to write it in the style of a story you'd read in the newspaper. Start with the most important part so that the reader knows immediately what you want to tell them about. From there, add details to flesh out the story (the amount of the grant, the number of supporting community groups, total emissions reductions, etc.), along with quotes from people who are engaged with your project – for example, representatives from partner organizations,

residents who engaged in project design, and OPR's Executive Director. Some media outlets might publish your press release as is! Others will follow up with questions or to interview someone.

Media advisory

This is a short piece you send to reporters, editors, hosts, news desks, and producers when you want to invite them to attend and cover an event, such as a groundbreaking, ribbon-cutting, dedication, etc. Make sure you answer the most important questions (who/what/when/where/why/how) and emphasize what makes your story worthy of media attention—as well as what photo opportunities will be available at the event.

Social Media

Numerous social media platforms support digital storytelling and promotion. Use your existing platforms to talk about your Adaptation Planning Grant project. We also encourage you to tag OPR in your tweets and LinkedIn posts about your Adaptation Planning Grant project so we can retweet and share your updates. Please see our social media section of this kit for more details.

Blog Post

If you or any of your partners currently has an active blog, we encourage you to write a blog post highlighting the progress or impact of your Adaptation Planning Grant project. For example, ask a project partner to write a guest blog or sit with you for a Q&A to highlight some of the specific benefits of their work, who is receiving those benefits, and how the community has been involved. After you've posted your blog, you can share it on your social media platforms!

Newsletter

If you or any of your Adaptation Planning Grant partners have a newsletter or listserv, please use it to share your award announcement and other important milestones. Encourage community leaders and/or elected officials who work with you frequently to announce Adaptation Planning Grant Program milestones through their newsletters or listservs as well. Please contact us at OPR so we can share your important Adaptation Planning Grant milestones through our newsletter as well!

Op-Ed or Letter to the Editor

Consider writing an op-ed or letter to the editor of your local newspaper to raise awareness of your new Adaptation Planning Grant and the benefits it will bring to your community. A good approach is to acknowledge the various partners involved in the planning process, name the specific benefits this project will bring to members of your community, and emphasize the place-based, community-driven approach to this project using the Adaptation Planning Grant Program's model. An op-ed is typically around 600 words (it depends on the outlet) and you submit it to the Op-Ed Editor; it is best to reach out to this editor with an outline for your piece and ask if they're interested in running a developed piece from you. A letter-to-the-editor is short – usually under 200 words – and you just submit it directly to the letters section of the outlet.

Events

Events with community members, leaders, and elected officials can be a draw for the press, as well as for local residents, and are a great way to build excitement about your Adaptation Planning Grant project.

Host Community Events

Organizing a fun kick-off meeting and other community events for partners and the general public is a great way to raise awareness about your Adaptation Planning Grant and get more people involved in the planning process. These kinds of events can help make sure everyone is on the same page and united in your mission, as well as enthusiastic about the tangible benefits your project will create.

Remember

The OPR team is here to help! We love to work with awardees to brainstorm communication strategies. We can provide quotes from OPR leadership for your press releases and make leadership available for media interviews. We can coach you on how to pitch media, help you identify reporters, and help secure participation by State officials in your event. Contact OPR's Deputy Director of External Affairs, Emily Breslin, for support: emilly.breslin@opr.ca.gov.

Social Media

Social media offers an array of powerful, free platforms that enable you to communicate about your Adaptation Planning Grant project to potentially large audiences.

Tag us

We love seeing grantees' progress from vision to reality. Please post updates and photos of project events or outcomes on social media, and make sure to tag us so that we can like, comment, and retweet to share your hard work with all of California.

Tag Your Partners

Remember to include co-applicants and other key partners and champions in social media posts about your Adaptation Planning Grant. Tagging partners gives them the recognition they deserve while increasing the audience for your post.

Use Hashtags

Hashtags can be an effective way to increase a post's visibility and response rate. It is best to use 1-2 relevant hashtags per tweet, 3 per LinkedIn post, and 3-5 per Instagram post, story, or reel. Example hashtags: #climateadaptation #climateresilience #CAresilience

Use Images and Alt Text

A social post with an image will get more traction than one without an image. Throughout every stage of the Adaptation Planning Grant process, be sure to encourage your team to bring their phones or even a nice camera and take a picture of their colleagues or work environment. Having a photobank of pictures can work wonders on your social media accounts, especially because you'll have the freedom to choose the highest quality or most interesting photos. Please see the Photo Tips section of this kit for more information.

So that community members who are blind or have limited vision can access your information, include alt text with every image you tweet or post. See the example posts below for sample alt text.

Shorten the Message

Given the character limit for tweets, you will need to pick and choose what information

to include. Incorporate hashtags and tagging partners into your sentences. Use commonly known abbreviations and conjunctions.

Amplify the Voices of Community Members

Reach out to partners and community members for their videos, quotes, and pictures that share how your Adaptation Planning Grant project will affect their lives. These stories can increase your social media audience's enthusiasm for your project. Retweeting posts that residents and partners create is another way to demonstrate the Adaptation Planning Grant project's impact.

Post Often

Research shows your followers may like, comment, and share your posts more when you tweet several times per day and post on LinkedIn every day. Aim for no more than 1 tweet or retweet per hour and no more than 2 LinkedIn posts or reposts per day. Brainstorm with your staff to come up with creative ways to keep the public informed and interested in your work. Then create a schedule and remain consistent.

More Social Media Tips



Encourage audience engagement by posting questions.



Use at least 1 emoji per post. Refer to emojipedia.org.

Encourage your colleagues and partners to comment on your posts and tweets by emailing them the URLs to your posts and tweets

Observe copyright laws.

Use URL shortening tools from sites like bitly.com and tinyurl.com if needed

Twitter	LinkedIn
	
<p>Alt text: Adaptation Planning Grant Program (APGP) Round 1 Funding Increase from \$6.6 M to \$8M Apply by March 31! OPR logo. California coast at sunset.</p>	<p>Alt text: Overlaid text reads "Join us for Round 1 Funding Application Virtual Office Hours. Wednesdays 1pm-2pm. Adaptation Planning Grant Program (APGP)." OPR logo in bottom left corner. Group of 3 people of different races and genders working together around a table with laptops.</p>

<p>Link to post</p>  <p>Alt text: Overlaid text reads “Adaptation Planning Grant Program (APGP), Round 1 Funding Application Available!” OPR logo. Two people's forearms and hands as they plan using adhesive notes, clip boards, and a laptop.</p>	<p>Link to post</p>  <p>Alt text: Overlaid text reads “Adaptation Planning Grant Program (APGP), Round 1 Funding Application Available!” OPR logo. Two people's forearms and hands as they plan using adhesive notes, clip boards, and a laptop.</p>
<p>Link to post</p>	<p>Link to post</p>

Follow us

The California Office of Planning & Research (@Cal_OPR) posts frequently on Twitter about the State's efforts to improve our environment and communities. OPR is also active [on LinkedIn](#). We encourage you and your Adaptation Planning Grant partners to follow our accounts to stay up to date on the latest news on our policies and programs. If we tweet about the APGP, or about anything else relevant or interesting to you, please 'like' and retweet us—sometimes it can even save you the trouble of crafting your own tweet.

Photo Tips

Consider pointers in this section when using photography to tell your project's story.

Quality

Use the highest quality camera you can access. Good news: many modern smartphones are usually sufficient if you turn your phone sideways, tap on the display to focus on your subject, and position your subject so they are well-lit. Photos on social media don't have to be as high quality as photos on your website or in your newsletter.

Everyone's a Photographer

Encourage your staff and partners to take photos whenever they have the chance, and to send them all to your organization's communications team. Designate someone who owns a nice camera to take photographs during events.

Don't Have a Great Photo?

There are countless high-quality photos that you can download and use for free.

Unsplash (Free): unsplash.com/

Pexels (Free): pexels.com/

Gender Spectrum:

drive.google.com/drive/u/0/folders/1JF4t11wo8PnFsQZrKwyg4rtvohPNRAi6

CreateHERStock: createherstock.com/

Noun Project (Free and Paid): thenounproject.com/

Content

When possible, photos should be bright and colorful, without being busy or filtered. Candid photos of people working or interacting tend to be more eye-catching than people smiling at the camera. Highlight interesting aspects of your project so your photo stands out.

Remember

The picture is what draws people in to read the caption and learn about your work. Don't underestimate its importance!

Stay in Touch!

Feel free to contact OPR's Deputy Director of External Affairs, Emily Breslin, if you have questions or need support on any of your communications efforts at Emily.breslin@opr.ca.gov.

OPR's Newsletter and APGP Listserv

OPR Newsletter Sign Up: <https://opr.ca.gov/e-lists.html>

APGP Email List: <https://lp.constantcontactpages.com/su/XPQJivh/APGP>

Follow us on social media and check our website regularly for new announcements and updates!

Twitter

twitter.com/Cal_OPR

LinkedIn

linkedin.com/company/governor-s-office-of-planning-and-research/

Website

opr.ca.gov

Attachment 1: 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: Harry Black

Title: City Manager

(Type or Print Name)

Signature: _____

Date: _____

Delegated Authorized Signatories:

1. **Name:** _____

Title: _____

(Type or Print Name)

Signature: _____

Date: _____

Document(s) Authorized to sign:

☐ 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:

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

Attachment 2: Work Plan

Project Name: Stockton Climate Action & Adaptation Plan

The City of Stockton's Climate Action & Adaptation Plan is a comprehensive and forward-thinking strategy aimed at addressing the urgent challenges posed by climate change within the city's boundaries. This plan outlines a coordinated approach to both mitigate greenhouse gas emissions and adapt to the inevitable impacts of a changing climate. Community partners will play a vital role in the creation and implementation of the City of Stockton's Climate Action & Adaptation Plan. Their involvement is essential for building a plan that is inclusive, responsive to the needs of diverse populations, and capable of garnering widespread support.

Task 1: Select & Work with Consultant on New Climate Action & Adaptation Plan					
Subtask	Description Include detail of activities or deliverables	Deliverables / Milestones Major outcomes and/or metrics used to demonstrate success	Timeline No later than January 31, 2026	Community Partners Involved If the partners are not identified include future plans to engage	APGP Eligible Activities Addressed
Subtask A	Issue RFP for Consultant to help City create a new Climate Action & Adaptation Plan	RFP Posted to Bid Flash	No Later than January 31, 2024	Various City departments will be involved in the drafting of the RFP, but no external partners will be involved.	Phase 1
Subtask B	City Council approval of	City Council approval of resolution to execute	No Later than April 30, 2024	Consultant, City	Phase 1

	subcontracts with consultant	agreements with consultant			
Subtask C	Consultant will conduct Climate Vulnerability Assessment of Stockton. This assessment will involve significant community engagement, which will be supported by both the City and its non-profit partners.	Stockton Climate Vulnerability Assessment submitted to City & Partners	May 1, 2024 - August 31, 2024	Consultant, City, non-profit partners	Phase 2
Subtask D	Develop the New Climate Action & Adaptation Plan. The creation of the new CAAP will involve a broad coalition (consultant, city, non-profit partners, stakeholders, residents, businesses, regional governments, etc.) who will be regularly	Stockton Climate Action & Adaptation Plan submitted to City & Partners	September 1, 2024 - June 30, 2025	Consultant, City, non-profit partners	Phase 3

	convened to discuss, review, and guide the development of the CAP strategies.				
Subtask E	Present the New Climate Action & Adaptation Plan to City Council	City Council adopts the New Climate Action & Adaptation Plan	No later than October 31, 2025	City, consultant, key City department leadership, non-profit partners	Phase 3
Task 2: Select & Work with Non-Profit Partners on New Climate Action & Adaptation Plan					
Subtask A	Issue RFP for local non-profits to help City with community engagement during Climate Action & Adaptation Plan development	RFP Posted to Bid Flash	No Later than January 31, 2024	Various City departments will be involved in the drafting of the RFP, but no external partners will be involved.	Phase 1
Subtask B	City Council approval of subcontracts with local non-profits	City Council approval of resolution to execute agreements with consultant and non-profit partners	No Later than April 30, 2024	Non-Profit Partners, City	Phase 1
Subtask C	Assist the City's consultant with all community engagement	Engage at least 500 residents during the creation of the Climate Vulnerability	May 1, 2024 - August 31, 2024	Non-Profit Partners, City, Consultant	Phase 2

	related to the creation of the Cimate Vulnerability Assessment. Specifically, boost the visibility of events, create outreach materials and translate them into multiple languages, design social media content, coordinate community events, distribute surveys, and so on.	Assessment - this includes attending a meeting and/or responding to a survey. Reach out to at least 5,000 residents via mail and/or email.			
Subtask D	Assist the City's consultant with the development of the New Climate Action & Adaptation Plan. In addition to the activities mentioned in Subtask C, this will involve coordinating a broad coalition comprised of key	Engage at least 2,000 residents during the creation of the Climate Action & Adaptation Plan - this includes attending a meeting and/or responding to a survey. Reach out to at least 50,000 residents via mail and/or email to solicit their feedback	September 1, 2024 - June 30, 2025	Non-Profit Partners, City, Consultant	Phase 3

	city departments, non-profit partners, stakeholders, residents, businesses, regional governments, and so on. This coalition will be regularly convened to discuss, review, and guide the development of the CAP strategies.	on CAP strategies and priorities			
Task 3: Administer the APGP					
Subtask A	Oversee the execution of the APGP Grant Agreement.	Executed APGP Grant Agreement	No later than January 5, 2024	City staff	Phase 1
Subtask B	Prepare the RFP to identify the consultant and non-profit partners	RFPs Posted to Bid Flash	No later than January 31, 2024	City staff	Phase 1
Subtask C	Execute and manage subcontracts with consultant and	4 subagreements executed - one with consultant, 3 with non-profit partners	Contracts executed no later than April 30, 2024	City staff, consultant, non-profit partners	Phase 2

	non-profit partners. This includes overseeing the successful completion of all deliverables and ensuring compliance with the grant agreement.	Successful completion of all APAP Grant Agreement deliverables, including creation of Climate Vulnerability Assessment and New Climate Action & Adaptation Plan	Grant deliverables accomplished from May 1, 2024 - June 30, 2025		
Subtask D	Submit invoices and progress reports as required by the grant agreement.	On-time submission of all invoices, progress reports, and any other documentation required by the APGP Grant Agreement	Grant Execution - June 30, 2025	City staff, consultant, non-profit partners	Phase 3
Subtask E	Oversee the adoption of the New Climate Action & Adaptation Plan by City Council	City Council adopts the New Climate Action & Adaptation Plan	No later than October 31, 2025	City, consultant, key City department leadership, non-profit partners	Phase 3
The Parties may make minor changes to the timeline and deliverables due without the requirement of an amendment. See Exhibit B, Sections 7 and 8 .					

Attachment 3: Final Report

Adaptation Planning Grant Program Final Report: FY 22-23
Grantee:
Grant Number:
Project Name:

Project Summary

1. Provide a brief summary of the challenges facing the Planning Area and the work completed under this grant.

Barriers and Accomplishments

2. Describe and explain any differences between the planned results, as listed in the Work Plan, and the actual results. Describe any barriers that impeded the progress of the grant, any corrective actions taken, and the outcomes. Discuss how these lessons learned can be useful for other communities.
3. Describe any notable outcomes, findings, or conclusions. Report on successful strategies used to achieve results and how these lessons learned can be useful to other communities.
4. Include a list of other sources of funding that were secured, directly or indirectly, through this Project.

Future Implementation

5. Describe how plans or processes developed under this grant will be implemented over the next three to five years. Explain:
 - a. How they will further your organization's sustainability goals and strategies.
 - b. How they will advance the State's planning priorities and APGP objectives.
 - c. How the work completed under this grant will assist in applying for future funding that aligns with the APGP's objectives.

Feedback

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

Attachments

7. Attach any relevant documents to this report, including final deliverables. If the documents cannot be sent electronically, notify the Grant Manager.

Case Study

8. Grantee(s) will produce a project case study documenting key project information, data, lessons learned, and effective practices gathered through this project. To facilitate knowledge exchange and advance community planning and capacity, at the end of the Grant Term applicants are responsible for submitting a narrative case study to OPR to reflect on and share project outcomes and lessons learned, how the project responds to climate change impacts, and any resources that helped along the way. Case studies will be reviewed and curated for possible inclusion in the [Adaptation Clearinghouse](#) to help support a community of practice across the state. (See [Appendix E: Work Plan](#) for more information). Grantees will receive technical assistance for support in developing case studies. (See [Program Technical Assistance](#) for more info)

Instructions:

- a. Write the case study in a narrative form using the below section headers, format and font for organization.
- b. The case study should be between 800-1000 words in total length.
- c. Provide responses for each header section – please don't combine or modify these. However, don't feel obliged to provide answers to all sub-bullets under each section header - only provide information for those that apply.
- d. Provide 1-3 graphics (photos, tables and charts, figures, etc. are welcome). Provide links as needed. Send these as separate jpg or png image files (high resolution preferred).
- e. To see examples of published Case Studies, visit: <https://resilientca.org/case-studies/>.

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

Name: _____
(Type or Print Name)

Title: _____

Signature: _____

Date: _____

Attachment 4, Budget Detail Worksheet

Project Name:

Cost Description	Cost Type	Cost per unit (Examples: Hourly rates, fees, etc.)	Number of Units (Example: Hours worked, fee cost, etc.)	Task 1	Task 2	Task 3	Total APGP Funds
Sub-agreement with Consultant for Climate Action Plan Development (staff costs to develop the CAAP, time spent at community engagement events, etc.)	Subcontractor Staff Costs	\$100/hr	3100 hours	\$310,000	\$0	\$0	\$310,000
Sub-agreement with local non-profit partners to support Community Engagement during CAAP development (staff time spent at community engagement events, developing and distributing outreach materials, responding to	Engagement, Outreach, Education, and Training	\$100	2000 hours	\$0	\$200,000	\$0	\$200,000

feedback from community, etc.)							
Indirect Costs for Local Non-Profit Partners	Indirect Administrative Costs	\$10	2000 hours	\$0	\$20,000	\$0	\$20,000
City of Stockton – Program Manager III; staff costs for administering the grant and sub-agreements	Grantee Staff Costs	\$80	1,250 hours	\$0	\$0	\$100,000	\$100,000
Materials for Community Engagement (handouts, flyers, markers, signage, etc.)	Engagement, Outreach, Education, and Training	\$20,000	1 unit	\$0	\$0	\$20,000	\$20,000
The Parties may make minor changes to the timeline and deliverables due without the requirement of an amendment. See Exhibit B, Sections 7 and 8 .							

Attachment 5, Invoice

[TO BE PRINTED ON GRANTEE LETTERHEAD]

ADAPTATION PLANNING GRANT PROGRAM FY 22-23

PLANNING GRANT INVOICE

Governor's Office of Planning and Research

Date: _____

Email required invoice documents to: [Department Grant Manager Name]

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

Invoice Summary:

Task	Grant Funds Spent
Task 1:	
Task 2:	
Task 3:	
Task 4:	
SUBTOTAL for this Quarter	
<i>Less 5% Retention</i>	
TOTAL reimbursement requested this Quarter	

Invoice Detail:

Task	Cost Description	Amount	Supporting Documentation/ Page #
1			
	Subtotal		
2			

	Subtotal		
3			
	Subtotal		
Travel			
	Subtotal		
Equipment			
	Subtotal		
Indirect			
	Subtotal		
	SUBTOTAL FOR THIS QUARTER		

Progress Report:

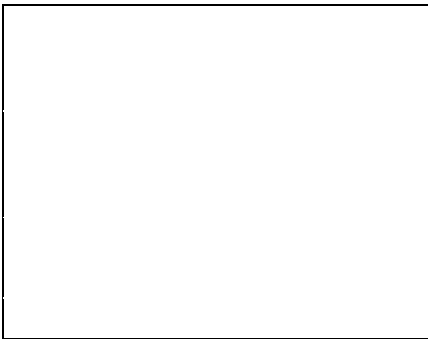
Work Plan Task #	Description of Work Performed
	<i>Please refer to specific deliverables in the Budget and Work Plan.</i>

CERTIFICATION: By my signature below, I certify that I have full authority to execute this payment request on behalf of 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, 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.

Print Name:	Print Title:
Signature:	Date:

Attachment 6, Invoice Dispute Notification

INVOICE DISPUTE NOTIFICATION

GRANTEE ADDRESS		INVOICE DATE
		INVOICE NUMBER
		INVOICE AMOUNT \$
		DATE INVOICE RECEIVED
		GRANT AGREEMENT NUMBER

The invoice referenced above is disputed for the following reasons:

- | | |
|--|--|
| <input type="checkbox"/> Request reimbursement for expenses not in the Budget Detail | <input type="checkbox"/> Invoiced for indirect cost reimbursement above 10% cap |
| <input type="checkbox"/> Invoiced for incidental costs or travel costs outside of CA | <input type="checkbox"/> Work performed prior to the Grant start or end date |
| <input type="checkbox"/> Insufficient evidence of progress made or task completion | <input type="checkbox"/> Invoice submitted without using required templates |
| <input type="checkbox"/> Insufficient supporting document for reimbursement | <input type="checkbox"/> Progress Report or Final Report not included with invoice |
| <input type="checkbox"/> Request reimbursement through another funding source | <input type="checkbox"/> Other not listed above: |

Comments:

THIS NOTIFICATION IS A FOLLOW UP TO A PHONE CONVERSATION WITH THE GRANTEE OR DESIGNEE WHOSE NAME APPEARS BELOW.

NAME

DATE OF
CONVERSATION

IF YOU HAVE ANY QUESTIONS REGARDING THIS DISPUTE, CONTACT:

NAME

TELEPHONE NUMBER (include Area Code)

RETURN A COPY OF THIS NOTIFICATION WITH THE CORRECTED INVOICE TO:	STATE OF CALIFORNIA USE ONLY	
	DATE DISPUTE RESOLVED	INITIALS
	RESOLUTION	