



**RESOURCE
MANAGEMENT AGENCY
COUNTY OF TULARE
AGENDA ITEM**

BOARD OF SUPERVISORS

KUYLER CROCKER
District One
PETE VANDER POEL
District Two
AMY SHUKLIAN
District Three
EDDIE VALERO
District Four
DENNIS TOWNSEND
District Five

AGENDA DATE: July 21, 2020

Public Hearing Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Published Notice Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Advertised Published Notice	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Meet & Confer Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Personnel Resolution attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
CONTACT PERSON: Celeste Perez PHONE: 559-624-7010				

SUBJECT: Approve Amendment No. 2 to Agreement No. 29290 with the Department of Conservation

REQUEST(S):
That the Board of Supervisors:

1. Approve Amendment No. 2 to Agreement No. 29290 with the State of California Department of Conservation Transformative Climate Communities (TCC) Program for the Matheny Tract Climate Adaptation Plan to extend the grant expiration term from July 30, 2020 to October 31, 2020 and include minor budget changes; and
2. Authorize and direct the Chair of the Board to sign the Amendment.

SUMMARY:
In July 2019, the Department of Conservation Transformative Climate Communities (TCC) Program awarded Tulare County \$200,000 in grant funding to develop a Matheny Tract Climate Adaptation Plan. Grant Agreement No. 3019-703/Tulare County Agreement No. 29290 was approved on July 23, 2019 by Resolution No. 2019-0650.

The purpose of this grant is to help develop strategies to reduce carbon emissions, improve air quality, and build resilience in the face of a changing climate with a focus on low-income and disadvantaged communities.

The Resource Management Agency has partnered with Leadership Counsel for Justice and Accountability, Health and Human Services Agency, and Tulare County

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Council of Governments to develop this plan. Work on the Climate Adaptation Plan began in August after the fully executed Grant Agreement was received.

On April 15, 2020 staff received a notification from the Department of Conservation of an automatic 90-day extension to all grantees as a response to the COVID-19 pandemic and as public health guidance affects grant timelines and activities.

Amendment No. 2 does not change the overall award amount of \$200,000, however, staff requested a shift in unspent budget between tasks to allow unspent monies to be allocated to the remaining tasks.

This amendment changes the scope of work solely by changing the timeline as indicated in the work plan by modifying some of the start and end dates of some deliverables to account for the 90-day grant extension.

Deviations from County Protocol

This amendment has been reviewed by County Counsel and the following term deviates from County protocol as follows:

- INDEMNIFICATION (Exhibit C, #6): 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.

FISCAL IMPACT/FINANCING:

There is no net County cost for this amendment.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

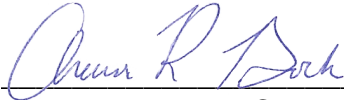
Quality of Life – This grant activity will promote continued improvement of environmental quality, protection of important agricultural lands and operations and better services for county residents living in the affected communities.

Economic Well-Being – This grant activity will provide for new development opportunities along the highway corridor, and insure an efficient use of land and resources, and result in a timely issuance of building permits and approval of needed discretionary permits, thus providing for greater economic stability.

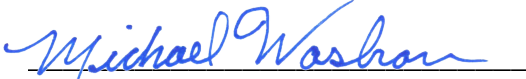
SUBJECT: Approve Amendment No. 2 to Agreement No. 29290 with the Department
of Conservation

DATE: July 21, 2020


ADMINISTRATIVE SIGN-OFF:



Aaron R. Bock, MCRP, JD, LEED AP
Assistant Director, Economic Development and Planning Branch



Michael Washam
Associate Director



Reed Schenke P.E.
Director

cc: County Administrative Office

Attachment(s): Attachment "A" – Amendment No. 2
Attachment "B" – Agreement No. 29290 & Amendment No. 1

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF APPROVE)
AMENDMENT NO. 2 TO AGREEMENT) Resolution No. _____
NO. 29290 WITH THE DEPARTMENT OF) Agreement No. _____
CONSERVATION)

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD JULY 21, 2020, BY
THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

* * * * *

1. Approved Amendment No. 2 to Agreement No. 29290 with the State of California Department of Conservation Transformative Climate Communities (TCC) Program for the Matheny Tract Climate Adaptation Plan to extend the grant expiration term from July 30, 2020 to October 31, 2020 and include minor budget changes; and
2. Authorized and directed the Chair of the Board to sign the Amendment.

Attachment “B”

Agreement No. 29290 & Amendment No. 1

State of California - Department of Conservation
GRANT AGREEMENT DOC6
 (revised 12/18)

GRANT AGREEMENT NUMBER:
3019-703
 FISCal NUMBER:

1. This Grant Agreement is entered into by and between the Department of Conservation ("Department") and County of Tulare ("Grantee"):
2. The Grant Agreement Term is: From (Or upon execution of this Grant Agreement by both parties, whichever is later) through (One year after Grant Agreement has been executed by both parties)
3. The maximum amount of this Grant Agreement is: \$200,000.00
4. Signing this Grant Agreement means that Grantee agrees to comply with the terms and conditions of the following exhibits which are part of the Grant Agreement:

Exhibit A, Scope of Work	3 Pages
Attachment 1: Authorized Signatory Form	1 Pages
Attachment 2: Work Plan	3 Pages
Attachment 3: Final Report	2 Pages
Exhibit B, Budget Detail and Payment Provisions	3 Pages
Attachment 4: Budget Detail Worksheet	1 Pages
Attachment 5: Invoice	2 Pages
Attachment 6: Invoice Dispute Notification Template	1 Pages
Exhibit C, General Terms and Conditions	3 Pages
Exhibit D, Special Terms and Conditions	5 Pages
Exhibit E, Award Letter	2 Pages
Exhibit F, Guidelines	1 Pages

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto.

GRANTEE

GRANTEE'S NAME **County of Tulare**

BY (Authorized Signature)

Kyler Crocker

DATE SIGNED

7/23/19

PRINTED NAME AND TITLE OF PERSON SIGNING
KUYLER CROCKER CHAIRMAN, BOARD OF SUPERVISORS

ADDRESS

2800 W. Burrel Ave. Visalia, CA 93291

STATE OF CALIFORNIA

Agency Name: Department of Conservation

BY (Authorized Signature)

Heali Bright

DATE SIGNED

7/31/19

PRINTED NAME AND TITLE OF PERSON SIGNING
Heali Bright, Division Director

ADDRESS

801 K St, MS 14-15, Sacramento, CA 95818

Approved by County Counsel

 7/19/19

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Exhibit A, Scope of Work

1. Transformative Climate Communities Planning Grant Program Background

The purpose of this grant is to provide funds for a Planning Grant from Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, to help local jurisdictions develop strategies to reduce carbon emissions, improve air quality, and build resiliency in the face of a changing climate, with a focus on low-income and disadvantaged communities. Planning Grants are intended to fund planning activities in disadvantaged communities that may be eligible for future TCC Implementation Grants or other California Climate Investment programs. Planning activities focus on responding to planning issues or priorities that directly benefit vulnerable communities and that are defined either within an existing regional or local plan or further the development of an area to be eligible to apply for a future TCC implementation Grant.

The authorization for this Grant Agreement is the Transformative Climate Communities Program ("TCC Program") statute (Public Resources Code, Sections 75240 – 75243). The TCC Program is administered by the SGC and implemented by the Department of Conservation (Department).

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

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

The Department released the final guidelines on July 31, 2018 ([Exhibit F](#)) (Guidelines). In accordance with the Guidelines, Grantee applied and on December 20, 2018 the SGC awarded a grant to fund the project described in the application, subject to any conditions contained within the Award Letter ([Exhibit E](#)). This will be referred to as the "Project" throughout this Agreement.

All work must be completed within one year of executing the grant agreement.

3. Authorized Signatories

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

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 1](#)).

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 the Department in writing of the change. The written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.

4. Project Representatives

The project representatives are the contact people for the Department and Grantee. The project representatives during the term of this Grant Agreement are:

Department

Name	Title	Phone Number	Email
Elizabeth Hessom	Grant Manager*	916-323-4160	Elizabeth.Hessom@conservation.ca.gov

* Unless otherwise stated within this Grant Agreement, all correspondence and documents to the Department of Conservation will be sent to the Grant Manager as described in Document Submission ([Exhibit A, Section 6](#)).

Grantee

Name	Title	Phone Number	Email
Aaron Bock	Assistant Director	559-624-7050	abock@co.tulare.ca.us
Sandra Sabin	Grants Specialist III	559-624-7071	ssabin@co.tulare.ca.us

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

5. Grantee Responsibilities

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

- A. Using grant funds only as intended for the Project.
- B. Completing work on time and within budget. This includes meeting all milestones and deliverables, as described in the Work Plan ([Attachment 2](#)) and in accordance with 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 using the Invoice ([Attachment 5](#)) template, including any supporting documents.
- D. Submitting a final report with the last invoice, using the Final Report template ([Attachment 3](#)).
- E. Complying with all terms and conditions of this Grant Agreement, including all incorporated documents.
- F. Complying with statutes, rules, and regulations applicable to this Grant Agreement.

- G. 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](#).

6. Document Submission

A. Electronic Mail

When this Grant Agreement requires Grantee to give invoices, reports, or other documents to the Department, Grantee must use email unless this Grant Agreement specifically requires that the document be sent by mail. All email must contain the Grant Agreement number and Grantee's name in the subject line.

B. Mail Service/Courier Service

Correspondence and documents submitted through mail, certified mail, or courier service must use the following address:

Department of Conservation
Division of Land Resource Protection
Attn: [Grant Manager]
801 K Street, 14th Floor, MS 14-15
Sacramento, CA 95814

7. Reporting Requirements

- A. When the Project is completed, Grantee must submit a Final Report with the last invoice. To complete and submit the Final Report:
- i. Submit the Final Report with the last invoice. If Grantee does not submit the Final Report with the last invoice, then the last invoice will be considered incomplete and returned following process specified in [Exhibit D, Section 5](#).
 - ii. Use the Final Report Template, which is attached as [Attachment 3](#).
 - iii. Make sure the Final Report is signed by the person authorized to sign on the most current Authorized Signatory Form ([Attachment 1](#)).
 - iv. Put enough detail in the Final Report to show that Grantee fulfilled the terms of the Grant Agreement and that both the last invoice and the 10% retention should be paid for completing the project.

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: _____
(Type or Print Name)

Title: _____

Signature: _____

Date: _____

Delegated Authorized Signatories:

1. Name: _____
(Type or Print Name)

Title: _____

Signature: _____

Date: _____

Document(s) Authorized to sign:

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

2. Name: _____
(Type or Print Name)

Title: _____

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: Matheny Tract Climate Adaptation Plan

Project stakeholders will develop community-level climate adaptation plan for the severely disadvantaged rural community of Matheny Tract. With a series of workshops and grassroots outreach, this plan will also be developed to include multiple, coordinated greenhouse gas emissions reduction projects that will provide local economic, environmental, and health benefits. A list of policies and funding sources (to be determined based on analysis) to support climate adaptation county-wide will also be developed. These policies and funding sources could be applied to other similar communities in the County which are located adjacent to incorporated cities and have agricultural and urban edge considerations. Partners to this grant include the Tulare Health and Human Services Agency (Tulare HHSA), Tulare Council of Governments (TCAG), and Leadership Council for Justice and Accountability (LCJA).

High Level Activities	Performance Measures [Any appropriate deliverables, metrics, milestones]	Timeline [Start and End Date]
TASK 1: Develop Community Survey to Assess Priorities and Needs		
Subtask A: Collaborate with project stakeholders to develop a survey	Deliverable: 1. Community Survey	Month 1-2
Subtask B: Host a bilingual community workshop to develop questions and survey structure including information on the impact of climate change on health	Deliverables: 1. Workshop materials 2. Community fliers 3. Sign-in sheets	Month 1-2
Subtask C: Translate survey to Spanish	Deliverable: 1. Community Survey available in English and Spanish	Month 1-3
TASK 2: Survey Community and Needs Assessment		
Subtask A: Through grassroots efforts, LCJA and the Matheny Tract Committee will conduct community surveys to identify community priorities.	Deliverable:	Month 1-3

	1. Developed needs and opportunities assessment to identify the climate change risks and exposures on the community and infrastructure within the Project Area	
Subtask B: Host regular bilingual community workshops and attend local events (goal of 24 workshops and events) to increase and maintain community engagement throughout project progress	Deliverables: 1. Workshop materials 2. Community fliers 3. Sign-in sheets 4. Summary of community workshops and local events, community engagement and feedback received during events	Month 1-12
Subtask C: Assess existing transportation, stormwater, energy, pedestrian and urban greening infrastructure	Deliverable: 1. Completed analysis and draft recommendations for adaptation of existing transportation, stormwater, energy, pedestrian and urban greening infrastructure	Month 1-3
Subtask D: Health and Data Analysis of Survey Data	Deliverable: 1. Report section on local health impacts with policy and project recommendations	Month 4-8
TASK 3: Host Bi-Monthly Project Update Workshops		
Subtask A: Establish Regular Meetings for Project Updates	Deliverables: 1. Flier materials 2. Meeting materials 3. Meeting coordination 4. Meeting attendance 5. Sign-in sheets	Month 1-12
Subtask B: Create Community Education Material	Deliverable: 1. Community education materials available in English and Spanish	Month 1-12

Subtask C: Collaborate with project stakeholders to form and Project Focus Group	Deliverable: 1. Summary report of established Project Focus Group	Month 1-12
TASK 4: Develop Climate Adaptation Plan		
Subtask A: Through collaboration with community residents RMA will develop a list and community map of potential projects to address climate resiliency	Deliverable: 1. Compressive list and map of relevant community prioritized projects	Month 4-8
Subtask B: Assess current local, state, and federal policies to support climate resiliency	Deliverable: 1. Comprehensive list of policies to support climate resiliency	Month 4-8
Subtask C: County of Tulare (RMA) will incorporate consider fiscal estimates of potential projects	Deliverable: 1. Fiscal analysis of projects	Month 7-12
Subtask D: Assess current local, state, and federal funding sources to support identified needs and projects	Deliverable: 1. Comprehensive list of funding sources to support identified projects	Month 8-12
Subtask E: Develop narrative plan as identified in the Scope of Work to utilize existing programs and opportunities to create a climate resilient community. This TCC Planning Grant funding will build off existing plans in order to produce specific projects and a localized climate adaptation plan and build capacity to directly address community-identified priorities for climate resiliency.	Deliverable: 1. Bilingual narrative plan (Neighborhood-Level Climate Adaptation Plan) developed through collaboration with county agencies, TCAG, community-based organizations and community groups 2. Plan will include multiple, coordinated greenhouse gas emissions reduction projects that will provide local economic, environmental, and health benefits 3. Plan presented to the Board of Supervisors	Month 9-12
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

Transformative Climate Communities Program Final Report	FY 18/19
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 TCC 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 TCC 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 TCC Program objectives.
 - c. How the work completed under this grant will assist in applying for future TCC Implementation Grants or other California Climate Investment programs. Address how the Grantee plans to meet requirements related to leverage funding, displacement avoidance, community engagement, GHG emission reductions tracking and monitoring, or climate resiliency.

Feedback

6. Based on your experiences with this grant program, please provide feedback about how the Department 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.

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: _____

Exhibit B, Budget Detail and Payment Provisions

1. Payment

- A. To receive payments of grant funds, Grantee must submit an invoice. Advance payments are not permitted under this Grant Agreement.
- B. Upon receipt and approval of an itemized invoice and required supporting documentation, the Department agrees to reimburse Grantee for actual expenditures for tasks completed, in accordance with the rates specified in the Budget Detail Worksheet ([Attachment 4](#)).
- C. The Department may withhold payment until all terms of the Grant Agreement have been satisfied.
- D. Payment shall be made within forty-five (45) days upon receipt and approval of an invoice. Failure to comply with requirements may result in non-payment or delayed payment.
- E. For cost principles, see [Exhibit B, Section 5](#).

2. How to Submit Invoices

- A. Send the invoices to the Grant Manager by email. Include the Grant Agreement number and Grantee's name in the subject line.
- B. Grantee may submit one invoice each quarter.
- C. Grantee shall submit invoices no more frequently than quarterly, in arrears, to the Grant Manager. A request for payment shall consist of:
 - i. The Invoice ([Attachment 5](#)) on official letterhead and signed by the Authorized Signatory, or authorized designee on file with the Department ([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.
- D. Supporting documentation (e.g., timesheets, activity logs, cancelled checks) for matching funds does not need to be submitted to the Department but should be retained by Grantee in the event of an audit ([Exhibit C, Section 5](#)).
- E. At any time, the Department 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, the Department 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, the Department shall have the option to either cancel this Grant Agreement with no liability occurring to the Department or offer an amendment to reflect the reduced amount.

5. Cost Principles

- A. All costs to be reimbursed must be consistent with the Guidelines ([Exhibit F](#)).
- B. All costs to be reimbursed must be reasonable.
- C. Only direct costs and indirect/overhead costs totaling no more than ten percent (10%) of the total grant award are eligible for reimbursement.
- D. The Department 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 term of this Grant Agreement.

- A. The Department will only reimburse for actual expenditures incurred for in-state travel with the exception of "incidentals" as specified in the Guidelines ([Exhibit F](#)).
- B. Grantee shall maintain, and submit upon request, detailed travel records and supporting documents (e.g., travel request and approval forms, expense claims, invoices, receipts for lodging and transportation) showing the date and purpose of the grant-related travel, destination, and, in the case of travel by automobile, the number of miles driven.
- C. 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 shall indemnify and hold harmless the Department and 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.

- B. Changes of up to twenty percent (20%) between tasks shall be made by providing written notice with or before submission of an invoice.
- C. Changes to deliverable due dates and minor changes to subtask descriptions shall be made by providing written notice with or before submission of an invoice.
- D. Material changes to the Work and Budget shall follow the amendment process, specified in [Exhibit B Section 8](#), including:
 - i. Changes of more than twenty percent (20%) between tasks
 - ii. Elimination or alteration of tasks or deliverables
 - iii. Change in Partners, see [Exhibit A, Section 1](#)

8. Amendments

- A. This section applies to any changes to this Grant Agreement, excluding 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 project representatives, see [Exhibit A, Section 4](#).
 - iii. Changes to the Work Plan and Budget Detail Worksheet, see [Exhibit A, Attachment 2](#), [Exhibit B, Attachment 4](#), and [Exhibit B, Section 7](#).
- B. Except as otherwise specified, Grantee must request and obtain prior written approval before any change (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 on file with the Department.
 - 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 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 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 process amendments within thirty (30) days of the approval date. The amendment will not be in effect until both parties have signed the Grant Agreement amendment.

Attachment 4, Budget Detail Worksheet

Project Name: Matheny Tract Climate Adaptation Plan

High Level Activities	Budget Total
TASK 1: Develop Community Survey to Assess Priorities and Needs	\$ 25,361.00
TASK 2: Survey Community and Needs Assessment	\$ 42,617.00
TASK 3: Host Bi-Monthly Project Update Workshops	\$ 30,514.00
TASK 4: Develop Climate Adaptation Plan	\$101,508.00
Total:	\$ 200,000.00
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]

TRANSFORMATIVE CLIMATE COMMUNITIES FY 18/19
PLANNING GRANT INVOICE

Department of Conservation
 Division of Land Resource Protection
 Email required invoice documents to: TCC Grant Manager

Date: _____

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

Task	Grant Funds Spent
Task 1:	
Task 2:	
Task 3:	
Task 4:	
SUBTOTAL for this Quarter	
<i>Minus 10% Retention</i>	
TOTAL reimbursement requested this Quarter	

Cost Category	Total
Indirect/Overhead (not to exceed 10%)	
Personnel	
Subcontractors	
Supplies	
Other Direct Costs	
Travel	
Cumulative Total	

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

Status Update			
Work Plan Task #	On Schedule (Y/N)	Within Budget (Y/N)	Corrective Plan or Action, if needed

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 |
| <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"/> Invoice not submitted by 5:00 p.m. on the required due date | <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	

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 the Department 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, financial records, and required reports for a minimum of four (4) years following the final payment of funds or until completion of any action and resolution of all issues which may arise as a result of an audit, whichever is later.
- B. Grantee shall adequately protect all records, physical and electronic, from loss, damage, or destruction during the four (4) year retention period.

5. Audit

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

the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code section 10115.10.

- C. Partners and subcontractors employed by the Grantee and paid with moneys under the terms of this Grant Agreement shall be responsible for maintaining accounting records as specified above.

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 the Department.

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 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 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 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. The Department and Grantee will work collaboratively to ensure this Grant Agreement is 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 shall ensure that any applicable requirements of the California Environmental Quality Act are met in order to carry out the terms of this Grant Agreement.

2. Subcontractors

The Department'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 relation between the Department 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 the Department 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 the Department's obligation to make payments to Grantee. As a result, the Department 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.

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 resolutionThe "Notice of Dispute" shall be sent to:

Department of Conservation
Division of Land Resource Protection
Attn: Division Director
801 K Street, 14th Floor, MS 14-15
Sacramento, CA 95814
 - ii. Within 30 days after receipt of the "Notice of Dispute," the Division Director shall review the dispute and submit a written decision to Grantee, which shall include:
 - The decision made
 - An explanation for the decision
 - Whether the decision shall be conclusive and binding or can be appealed and the steps to take to appeal the decision

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 Department 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 the Department, 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 the Department, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Grant Agreement, except claims arising from the gross negligence of the Department, 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. Grantee that is a governmental organization may provide evidence of self-insurance to satisfy this requirement.
- B. If Grantee is not a governmental organization or is unable to provide evidence of self-insurance, then it shall obtain and keep in force for the term of this Agreement the following insurance policies that cover any acts or omissions of Grantee, its subcontractors, or its employees engaged in the provision of service specified in this Agreement:
 - i. Workers' Compensation Insurance in an amount of not less than \$1,000,000 in accordance with the statutory requirement of the State of California (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 the amounts below for combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned or hired, and non-owned motor vehicles.
 - 7 or fewer passengers: \$1,000,000
 - 8-15 passengers: \$1,500,000
 - 16+ passengers: \$5,000,000
- C. The State of California, its officers, agents, and employees are included as additional insured, but only with respect to work performed for the State of

California under this Grant Agreement. The additional insured endorsement must accompany the certificate of insurance.

- D. Grantee shall submit proof of insurance documents referencing this Grant Agreement number to the Department electronically within thirty (30) days of signing this Grant Agreement.
- E. Grantee shall notify Department in writing within five (5) working days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- F. 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 the Department, that Grantee is not meeting the terms and conditions of this Grant Agreement, immediately upon receiving a written notice through certified mail from the Department to stop work, Grantee shall cease all work under this Grant Agreement. The Department has the sole discretion to determine that Grantee meets the terms and conditions after a stop work order, and to send through certified mail a written notice to Grantee to resume work under this Grant Agreement.

10. Publicity

Grantee agrees that it will acknowledge the SGC's support whenever activities or projects funded, in whole or in part, by this Grant Agreement are publicized in any news media, brochures, articles, seminars, websites, or other type of promotional material. Grantee shall also include in any publication resulting from work performed under this grant an acknowledgment substantially as follows:

"The work upon which this publication is based was funded in whole or in part through a grant awarded by the California Strategic Growth Council."

Media: Grantee is required to identify a point of contact for all press inquiries and communications needs related to the Project and provide the name, phone number, and email address of this individual to the SGC. All press releases must be approved by the SGC Communications Office prior to distribution, and the SGC must be alerted and invited to participate in all press conferences related to the grant.

Social Media: Grantee is encouraged to use social media to inform and share with the public activities under this Grant Agreement. Furthermore, @CalSGC should be tagged on all posts related to activities under this Grant Agreement. Use of the hashtags #TCCPlanning and #CommunityLedTransformation is also encouraged.

11. 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 the Department 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.).

12. Americans with Disabilities Act

Grantee assures the Department that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

13. 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.

14. 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, Award Letter



CALIFORNIA STRATEGIC
GROWTH COUNCIL

January 14, 2019

Via Email and U.S. Mail

Mr. Aaron Bock
Interim Assistant RMA Director
County of Tulare
5961 S. Mooney Boulevard
Visalia, CA 93277
abock@co.tulare.ca.us

RE: Award Notification – Round 2 of the Transformative Climate Communities Program, Planning Grant Award, County of Tulare: Matheny Tract Climate Adaptation Plan

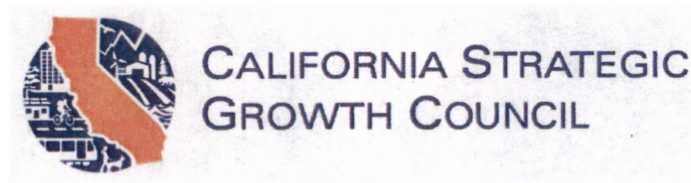
Dear Mr. Bock:

On behalf of the Strategic Growth Council (SGC) and the Department of Conservation (DOC), it is my pleasure to inform you that your proposal has been selected to receive a Fiscal Year 2018-2019 Transformative Climate Communities (TCC) Planning Grant. In Fiscal Year 2018-2019, the TCC program awarded \$800,000 for four (4) Planning Grants statewide, intended to fund planning activities in disadvantaged communities that may be eligible for future TCC Implementation Grants. The SGC received seven (7) eligible applications requesting over \$1.4 million in funds. The Interagency Review Panel recommended the County of Tulare's proposal for \$200,000 in funding. This recommendation was approved by the Council at its meeting on December 20, 2018.

In February, the SGC and DOC staff will host an Orientation webinar for all Planning Grant awardees on February 8th at 2PM. We will send an invitation to the primary email for each of the Lead Applicants. Please feel free to invite others from your team or partnership structure to join the Orientation webinar. During the webinar, we will discuss initial next steps related to the administration of the planning grants, as well as our plan for technical assistance to be offered to all awardees over the course of the year.

In addition, DOC staff will contact you shortly regarding next steps in developing the grant agreement. To begin this process, please confirm your primary contacts for grant and fiscal management as soon as possible with Elizabeth Hessom who be reached via email at elizabeth.hessom@conservation.ca.gov, and by phone at 916-323-4160. Congratulations again, and we look forward to working with you.

1400 Tenth Street, Sacramento, CA 95814 • www.sgc.ca.gov • (916) 322-3218



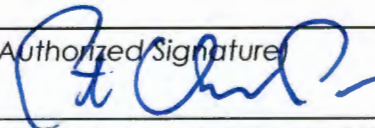
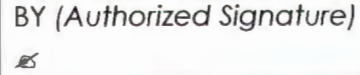
Sincerely,

A handwritten signature in blue ink that reads "Louise Bedsworth".

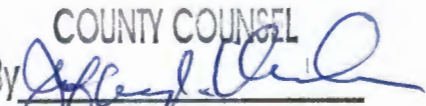
Louise Bedsworth, PhD

Executive Director
California Strategic Growth Council

Amendment No. 1

State of California - Department of Conservation GRANT AGREEMENT DOC6 (revised 12/18)		GRANT AGREEMENT NUMBER: 3019-703 FI\$Cal NUMBER:
1. This Grant Agreement is entered into by and between the Department of Conservation ("Department") and County of Tulare ("Grantee"):		
2. The Grant Agreement From 07/31/2019 through 07/30/2020 Term is:		
3. The maximum amount of this Grant Agreement is: \$200,000.00		
4. Signing this Grant Agreement means that Grantee agrees to comply with the terms and conditions of the following exhibits which are part of the Grant Agreement:		
Exhibit A, Scope of Work		3 Pages
Attachment 1: Authorized Signatory Form		1 Pages
Attachment 2: Work Plan		3 Pages
Attachment 3: Final Report		2 Pages
Exhibit B, Budget Detail and Payment Provisions		3 Pages
Attachment 4: Budget Detail Worksheet		1 Pages
Attachment 5: Invoice		2 Pages
Attachment 6: Invoice Dispute Notification Template		1 Pages
Exhibit C, General Terms and Conditions		3 Pages
Exhibit D, Special Terms and Conditions		5 Pages
Exhibit E, Award Letter		2 Pages
Exhibit F, Guidelines		105 Pages
IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto.		
GRANTEE		
GRANTEE'S NAME County of Tulare		
BY (Authorized Signature) 	DATE SIGNED 2/4/2020	
PRINTED NAME AND TITLE OF PERSON SIGNING PETE VANDER POEL CHAIRMAN, BOARD OF SUPERVISORS		
ADDRESS 2800 W. Barrel Ave. Visalia, CA 93291		
STATE OF CALIFORNIA		
Agency Name: Department of Conservation		
BY (Authorized Signature) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Keali'i Bright, Division Director		
ADDRESS 801 K Street, MS 14-15, Sacramento, CA 95818		

TULARE COUNTY AGREEMENT NO. 29290-A

APPROVED AS TO FORM:
COUNTY COUNSEL
By 
Deputy
2019704

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Exhibit A, Scope of Work

1. Transformative Climate Communities Planning Grant Program Background

The purpose of this grant is to provide funds for a Planning Grant from Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, to help local jurisdictions develop strategies to reduce carbon emissions, improve air quality, and build resiliency in the face of a changing climate, with a focus on low-income and disadvantaged communities. Planning Grants are intended to fund planning activities in disadvantaged communities that may be eligible for future TCC Implementation Grants or other California Climate Investment programs. Planning activities focus on responding to planning issues or priorities that directly benefit vulnerable communities and that are defined either within an existing regional or local plan or further the development of an area to be eligible to apply for a future TCC implementation Grant.

The authorization for this Grant Agreement is the Transformative Climate Communities Program ("TCC Program") statute (Public Resources Code, Sections 75240 – 75243). The TCC Program is administered by the SGC and implemented by the Department of Conservation (Department).

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

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

The Department released the final guidelines on July 31, 2018 ([Exhibit F](#)) (Guidelines). In accordance with the Guidelines, Grantee applied and on December 20, 2018 the SGC awarded a grant to fund the project described in the application, subject to any conditions contained within the Award Letter ([Exhibit E](#)). This will be referred to as the "Project" throughout this Agreement.

All work must be completed within one year of executing the grant agreement.

3. Authorized Signatories

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

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 1](#)).

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 the Department in writing of the change. The written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.

4. Project Representatives

The project representatives are the contact people for the Department and Grantee. The project representatives during the term of this Grant Agreement are:

Department

Name	Title	Phone Number	Email
Elizabeth Hessom	Grant Manager*	916-323-4160	Elizabeth.Hessom@conservation.ca.gov

* Unless otherwise stated within this Grant Agreement, all correspondence and documents to the Department of Conservation will be sent to the Grant Manager as described in Document Submission ([Exhibit A, Section 6](#)).

Grantee

Name	Title	Phone Number	Email
Aaron Bock	Assistant Director	559-624-7050	abock@co.tulare.ca.us
Sandra Sabin	Grants Specialist III	559-624-7071	ssabin@co.tulare.ca.us

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

5. Grantee Responsibilities

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

- A. Using grant funds only as intended for the Project.
- B. Completing work on time and within budget. This includes meeting all milestones and deliverables, as described in the Work Plan ([Attachment 2](#)) and in accordance with 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 using the Invoice ([Attachment 5](#)) template, including any supporting documents.
- D. Submitting a final report with the last invoice, using the Final Report template ([Attachment 3](#)).
- E. Complying with all terms and conditions of this Grant Agreement, including all incorporated documents.
- F. Complying with statutes, rules, and regulations applicable to this Grant Agreement.

- G. 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](#).

6. Document Submission

A. Electronic Mail

When this Grant Agreement requires Grantee to give invoices, reports, or other documents to the Department, Grantee must use email unless this Grant Agreement specifically requires that the document be sent by mail. All email must contain the Grant Agreement number and Grantee's name in the subject line.

B. Mail Service/Courier Service

Correspondence and documents submitted through mail, certified mail, or courier service must use the following address:

Department of Conservation
Division of Land Resource Protection
Attn: [Grant Manager]
801 K Street, 14th Floor, MS 14-15
Sacramento, CA 95814

7. Reporting Requirements

- A. When the Project is completed, Grantee must submit a Final Report with the last invoice. To complete and submit the Final Report:
- i. Submit the Final Report with the last invoice. If Grantee does not submit the Final Report with the last invoice, then the last invoice will be considered incomplete and returned following process specified in [Exhibit D, Section 5](#).
 - ii. Use the Final Report Template, which is attached as [Attachment 3](#).
 - iii. Make sure the Final Report is signed by the person authorized to sign on the most current Authorized Signatory Form ([Attachment 1](#)).
 - iv. Put enough detail in the Final Report to show that Grantee fulfilled the terms of the Grant Agreement and that both the last invoice and the 10% retention should be paid for completing the project.

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: _____
(Type or Print Name)

Title: _____

Signature: _____

Date: _____

Delegated Authorized Signatories:

1. **Name:** _____
(Type or Print Name)

Title: _____

Signature: _____

Date: _____

Document(s) Authorized to sign:

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

2. **Name:** _____
(Type or Print Name)

Title: _____

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: Matheny Tract Climate Adaptation Plan

Project stakeholders will develop community-level climate adaptation plan for the severely disadvantaged rural community of Matheny Tract. With a series of workshops and grassroots outreach, this plan will also be developed to include multiple, coordinated greenhouse gas emissions reduction projects that will provide local economic, environmental, and health benefits. A list of policies and funding sources (to be determined based on analysis) to support climate adaptation county-wide will also be developed. These policies and funding sources could be applied to other similar communities in the County which are located adjacent to incorporated cities and have agricultural and urban edge considerations. Partners to this grant include the Tulare Health and Human Services Agency (Tulare HHSA), Tulare Council of Governments (TCAG), and Leadership Council for Justice and Accountability (LCJA).

High Level Activities	Performance Measures [Any appropriate deliverables, metrics, milestones]	Timeline [Start and End Date]
TASK 1: Develop Community Survey to Assess Priorities and Needs		
Subtask A: Collaborate with project stakeholders to develop a survey	Deliverable: 1. Community Survey	Month 1-2
Subtask B: Host a bilingual community workshop to develop questions and survey structure including information on the impact of climate change on health	Deliverables: 1. Workshop materials 2. Community fliers 3. Sign-in sheets	Month 1-2
Subtask C: Translate survey to Spanish	Deliverable: 1. Community Survey available in English and Spanish	Month 1-3
TASK 2: Survey Community and Needs Assessment		
Subtask A: Through grassroots efforts, LCJA and the Matheny Tract Committee will conduct community surveys to identify community priorities.	Deliverable:	Month 1-8

	1. Developed needs and opportunities assessment to identify the climate change risks and exposures on the community and infrastructure within the Project Area	
Subtask B: Host regular bilingual community workshops and attend local events (goal of 12 workshops and events) to increase and maintain community engagement throughout project progress	Deliverables: 1. Workshop materials 2. Community fliers 3. Sign-in sheets 4. Summary of community workshops and local events, community engagement and feedback received during events	Month 1-12
Subtask C: Assess existing transportation, stormwater, energy, pedestrian and urban greening infrastructure	Deliverable: 1. Completed analysis and draft recommendations for adaptation of existing transportation, stormwater, energy, pedestrian and urban greening infrastructure	Month 1-6
Subtask D: Health and Data Analysis of Survey Data	Deliverable: 1. Report section on local health impacts with policy and project recommendations	Month 4-8
TASK 3: Host Monthly Project Update Workshops		
Subtask A: Establish Regular Meetings for Project Updates	Deliverables: 1. Flier materials 2. Meeting materials 3. Meeting coordination 4. Meeting attendance 5. Sign-in sheets	Month 1-12
Subtask B: Create Community Education Material	Deliverable: 1. Community education materials available in English and Spanish	Month 1-12

Subtask C: Collaborate with project stakeholders to form and Project Focus Group	Deliverable: 1. Summary report of established Project Focus Group	Month 1-12
TASK 4: Develop Climate Adaptation Plan		
Subtask A: Through collaboration with community residents RMA will develop a list and community map of potential projects to address climate resiliency	Deliverable: 1. Compressive list and map of relevant community prioritized projects	Month 4-8
Subtask B: Assess current local, state, and federal policies to support climate resiliency	Deliverable: 1. Comprehensive list of policies to support climate resiliency	Month 4-8
Subtask C: County of Tulare (RMA) will incorporate consider fiscal estimates of potential projects	Deliverable: 1. Fiscal analysis of projects	Month 7-12
Subtask D: Assess current local, state, and federal funding sources to support identified needs and projects	Deliverable: 1. Comprehensive list of funding sources to support identified projects	Month 8-12
Subtask E: Develop narrative plan as identified in the Scope of Work to utilize existing programs and opportunities to create a climate resilient community. This TCC Planning Grant funding will build off existing plans in order to produce specific projects and a localized climate adaptation plan and build capacity to directly address community-identified priorities for climate resiliency.	Deliverable: 1. Bilingual narrative plan (Neighborhood-Level Climate Adaptation Plan) developed through collaboration with county agencies, TCAG, community-based organizations and community groups 2. Plan will include multiple, coordinated greenhouse gas emissions reduction projects that will provide local economic, environmental, and health benefits 3. Plan presented to the Board of Supervisors	Month 9-12
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

Transformative Climate Communities Program Final Report	FY 18/19
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 TCC 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 TCC 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 TCC Program objectives.
 - c. How the work completed under this grant will assist in applying for future TCC Implementation Grants or other California Climate Investment programs. Address how the Grantee plans to meet requirements related to leverage funding, displacement avoidance, community engagement, GHG emission reductions tracking and monitoring, or climate resiliency.

Feedback

6. Based on your experiences with this grant program, please provide feedback about how the Department 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.

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: _____

Exhibit B, Budget Detail and Payment Provisions

1. Payment

- A. To receive payments of grant funds, Grantee must submit an invoice. Advance payments are not permitted under this Grant Agreement.
- B. Upon receipt and approval of an itemized invoice and required supporting documentation, the Department agrees to reimburse Grantee for actual cost incurred for work performed, in accordance with the rates specified in the Budget Detail Worksheet ([Attachment 4](#)).
- C. The Department will withhold ten percent (10%) of each invoice, to be paid once all terms of the Grant Agreement have been satisfied.
- D. For cost principles, see [Exhibit B, Section 5](#).

2. How to Submit Invoices

- A. Send the invoices to the Grant Manager by email. Include the Grant Agreement number and Grantee's name in the subject line.
- B. Grantee may submit one invoice each quarter.
- C. Grantee shall submit invoices no more frequently than quarterly, in arrears, to the Grant Manager. A request for payment shall consist of:
 - i. The Invoice ([Attachment 5](#)) on official letterhead and signed by the Authorized Signatory, or authorized designee on file with the Department ([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.
- D. Supporting documentation (e.g., timesheets, activity logs, cancelled checks) for matching funds does not need to be submitted to the Department but should be retained by Grantee in the event of an audit ([Exhibit C, Section 5](#)).
- E. At any time, the Department 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, the Department 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, the Department shall have the option to either cancel this Grant Agreement with no liability occurring to the Department or offer an amendment to reflect the reduced amount.

5. Cost Principles

- A. All costs to be reimbursed must be consistent with the Guidelines ([Exhibit F](#)).
- B. All costs to be reimbursed must be reasonable.
- C. Only direct costs and indirect/overhead costs totaling no more than ten percent (10%) of the total grant award are eligible for reimbursement.
- D. The Department 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 term of this Grant Agreement.

- A. The Department will only reimburse for actual expenditures incurred for in-state travel with the exception of "incidentals" as specified in the Guidelines ([Exhibit F](#)).
- B. Grantee shall maintain, and submit upon request, detailed travel records and supporting documents (e.g., travel request and approval forms, expense claims, invoices, receipts for lodging and transportation) showing the date and purpose of the grant-related travel, destination, and, in the case of travel by automobile, the number of miles driven.
- C. 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 shall indemnify and hold harmless the Department and 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.
- B. Changes of up to twenty percent (20%) between tasks shall be made by providing written notice with or before submission of an invoice.
- C. Changes to deliverable due dates and minor changes to subtask descriptions shall be made by providing written notice with or before submission of an invoice.

- D. Material changes to the Work and Budget shall follow the amendment process, specified in [Exhibit B Section 8](#), including:
 - i. Changes of more than twenty percent (20%) between tasks
 - ii. Elimination or alteration of tasks or deliverables
 - iii. Change in Partners, see [Exhibit A, Section 1](#)

8. Amendments

- A. This section applies to any changes to this Grant Agreement, excluding 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 project representatives, see [Exhibit A, Section 4](#).
 - iii. Changes to the Work Plan and Budget Detail Worksheet, see [Exhibit A, Attachment 2](#), [Exhibit B, Attachment 4](#), and [Exhibit B, Section 7](#).
- B. Except as otherwise specified, Grantee must request and obtain prior written approval before any change (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 on file with the Department.
 - 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 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 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 process amendments within thirty (30) days of the approval date. The amendment will not be in effect until both parties have signed the Grant Agreement amendment.

Attachment 4, Budget Detail Worksheet

Project Name: Matheny Tract Climate Adaptation Plan

High Level Activities	Budget Total
TASK 1: Develop Community Survey to Assess Priorities and Needs	\$ 25,361.00
TASK 2: Survey Community and Needs Assessment	\$ 42,617.00
TASK 3: Host Monthly Project Update Workshops	\$ 30,514.00
TASK 4: Develop Climate Adaptation Plan	\$101,508.00
Total:	\$ 200,000.00
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]

TRANSFORMATIVE CLIMATE COMMUNITIES FY 18/19
PLANNING GRANT INVOICE

Department of Conservation
 Division of Land Resource Protection
 Email required invoice documents to: TCC Grant Manager

Date: _____

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

Task	Grant Funds Spent
Task 1:	
Task 2:	
Task 3:	
Task 4:	
SUBTOTAL for this Quarter	
<i>Minus 10% Retention</i>	
TOTAL reimbursement requested this Quarter	

Cost Category	Total
Indirect/Overhead (not to exceed 10%)	
Personnel	
Subcontractors	
Supplies	
Other Direct Costs	
Travel	
Cumulative Total	

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

Status Update			
Work Plan Task #	On Schedule (Y/N)	Within Budget (Y/N)	Corrective Plan or Action, if needed

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 |
| <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"/> Invoice not submitted by 5:00 p.m. on the required due date | <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	

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 the Department 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, financial records, and required reports for a minimum of four (4) years following the final payment of funds or until completion of any action and resolution of all issues which may arise as a result of an audit, whichever is later.
- B. Grantee shall adequately protect all records, physical and electronic, from loss, damage, or destruction during the four (4) year retention period.

5. Audit

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

the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code section 10115.10.

- C. Partners and subcontractors employed by the Grantee and paid with moneys under the terms of this Grant Agreement shall be responsible for maintaining accounting records as specified above.

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 the Department.

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 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 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 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. The Department and Grantee will work collaboratively to ensure this Grant Agreement is 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 shall ensure that any applicable requirements of the California Environmental Quality Act are met in order to carry out the terms of this Grant Agreement.

2. Subcontractors

The Department'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 relation between the Department 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 the Department 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 the Department's obligation to make payments to Grantee. As a result, the Department 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.

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:

Department of Conservation
Division of Land Resource Protection
Attn: Division Director
801 K Street, 14th Floor, MS 14-15
Sacramento, CA 95814

- ii. Within 30 days after receipt of the "Notice of Dispute," the Division Director shall review the dispute and submit a written decision to Grantee, which shall include:
 - The decision made
 - An explanation for the decision
 - Whether the decision shall be conclusive and binding or can be appealed and the steps to take to appeal the decision

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 Department 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 the Department, 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 the Department, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Grant Agreement, except claims arising from the gross negligence of the Department, 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. Grantee that is a governmental organization may provide evidence of self-insurance to satisfy this requirement.
- B. If Grantee is not a governmental organization or is unable to provide evidence of self-insurance, then it shall obtain and keep in force for the term of this Agreement the following insurance policies that cover any acts or omissions of Grantee, its subcontractors, or its employees engaged in the provision of service specified in this Agreement:
 - i. Workers' Compensation Insurance in an amount of not less than \$1,000,000 in accordance with the statutory requirement of the State of California (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 the amounts below for combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned or hired, and non-owned motor vehicles.
 - 7 or fewer passengers: \$1,000,000
 - 8-15 passengers: \$1,500,000
 - 16+ passengers: \$5,000,000
- C. The State of California, its officers, agents, and employees are included as additional insured, but only with respect to work performed for the State of

California under this Grant Agreement. The additional insured endorsement must accompany the certificate of insurance.

- D. Grantee shall submit proof of insurance documents referencing this Grant Agreement number to the Department electronically within thirty (30) days of signing this Grant Agreement.
- E. Grantee shall notify Department in writing within five (5) working days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- F. 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 the Department, that Grantee is not meeting the terms and conditions of this Grant Agreement, immediately upon receiving a written notice through certified mail from the Department to stop work, Grantee shall cease all work under this Grant Agreement. The Department has the sole discretion to determine that Grantee meets the terms and conditions after a stop work order, and to send through certified mail a written notice to Grantee to resume work under this Grant Agreement.

10. Publicity

Grantee agrees that it will acknowledge the SGC's support whenever activities or projects funded, in whole or in part, by this Grant Agreement are publicized in any news media, brochures, articles, seminars, websites, or other type of promotional material. Grantee shall also include in any publication resulting from work performed under this grant an acknowledgment substantially as follows:

"The work upon which this publication is based was funded in whole or in part through a grant awarded by the California Strategic Growth Council."

Media: Grantee is required to identify a point of contact for all press inquiries and communications needs related to the Project and provide the name, phone number, and email address of this individual to the SGC. All press releases must be approved by the SGC Communications Office prior to distribution, and the SGC must be alerted and invited to participate in all press conferences related to the grant.

Social Media: Grantee is encouraged to use social media to inform and share with the public activities under this Grant Agreement. Furthermore, @CalSGC should be tagged on all posts related to activities under this Grant Agreement. Use of the hashtags #TCCPlanning and #CommunityLedTransformation is also encouraged.

11. 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 the Department 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.).

12. Americans with Disabilities Act

Grantee assures the Department that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

13. 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.

14. 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, Award Letter



CALIFORNIA STRATEGIC
GROWTH COUNCIL

January 14, 2019

Via Email and U.S. Mail

Mr. Aaron Bock
Interim Assistant RMA Director
County of Tulare
5961 S. Mooney Boulevard
Visalia, CA 93277
abock@co.tulare.ca.us

RE: Award Notification – Round 2 of the Transformative Climate Communities Program, Planning Grant Award, County of Tulare: Matheny Tract Climate Adaptation Plan

Dear Mr. Bock:

On behalf of the Strategic Growth Council (SGC) and the Department of Conservation (DOC), it is my pleasure to inform you that your proposal has been selected to receive a Fiscal Year 2018-2019 Transformative Climate Communities (TCC) Planning Grant. In Fiscal Year 2018-2019, the TCC program awarded \$800,000 for four (4) Planning Grants statewide, intended to fund planning activities in disadvantaged communities that may be eligible for future TCC Implementation Grants. The SGC received seven (7) eligible applications requesting over \$1.4 million in funds. The Interagency Review Panel recommended the County of Tulare's proposal for \$200,000 in funding. This recommendation was approved by the Council at its meeting on December 20, 2018.

In February, the SGC and DOC staff will host an Orientation webinar for all Planning Grant awardees on February 8th at 2PM. We will send an invitation to the primary email for each of the Lead Applicants. Please feel free to invite others from your team or partnership structure to join the Orientation webinar. During the webinar, we will discuss initial next steps related to the administration of the planning grants, as well as our plan for technical assistance to be offered to all awardees over the course of the year.

In addition, DOC staff will contact you shortly regarding next steps in developing the grant agreement. To begin this process, please confirm your primary contacts for grant and fiscal management as soon as possible with Elizabeth Hessom who be reached via email at elizabeth.hessom@conservation.ca.gov, and by phone at 916-323-4160. Congratulations again, and we look forward to working with you.

1400 Tenth Street, Sacramento, CA 95814 • www.sgc.ca.gov • (916) 322-3218



CALIFORNIA STRATEGIC
GROWTH COUNCIL

Sincerely,

A handwritten signature in blue ink that reads "Louise Bedsworth".

Louise Bedsworth, PhD

Executive Director
California Strategic Growth Council

Exhibit F, Guidelines

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EXHIBIT F, GUIDELINES



Transformative Climate Communities Program

FINAL GUIDELINES



CALIFORNIA STRATEGIC
GROWTH COUNCIL



JULY 2018

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Transformative Climate Communities Program

FY 2018-2019 Final Program Guidelines



CALIFORNIA STRATEGIC
GROWTH COUNCIL



July 31, 2018

Program information can be accessed at:
<http://sgc.ca.gov/programs/tcc/>

To sign up to receive notices, updates, and information regarding the TCC Program (and other SGC grant programs and initiatives), visit the Strategic Growth Council (SGC) website and click on the "E-list" link at: <http://sgc.ca.gov/>.

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I. INTRODUCTION

A. BACKGROUND

The Transformative Climate Communities Program was established by Assembly Bill (AB) 2722, administered by the Strategic Growth Council (SGC)¹, to "...fund the development and implementation of neighborhood-level transformative climate community plans that include multiple, coordinated greenhouse gas emissions reduction projects that provide local economic, environmental, and health benefits to disadvantaged communities as described in Section 39711 of the Health and Safety Code." (Pub. Resources Code § 75240.)².

In addition to reducing greenhouse gas (GHG) emissions in disadvantaged communities, AB 2722 includes the following provisions:

- *Maximize additional community benefits*: "Projects shall maximize climate, public health, environmental, workforce, and economic benefits."
- *Avoid displacement*: "In adopting the guidelines, the SGC shall consider whether eligible plans and projects avoid economic displacement of low-income disadvantaged community residents and businesses."
- *Incorporate comprehensive community engagement*: "The SGC shall award grants for projects that demonstrate community engagement in all phases."
- *Leverage funds*: "By making such comprehensive public investments, it is the intent of the Legislature that private resources can be more effectively catalyzed to support innovative community and climate transformation in disadvantaged communities;" and "The SGC and all funded entities shall endeavor to identify additional public and private sources of funding to sustain and expand the program."
- *Include technical assistance*: "The SGC shall fund technical assistance providers to assist in application development and project development and implementation."

Other pieces of legislation that apply to this program are outlined below.

Assembly Bill (AB) 32, also known as the California Global Warming Solutions Act, passed in 2006 and required California to reduce its greenhouse gas (GHG) emissions to 1990 levels by 2020. It tasked the Air Resources Board with creating a Scoping Plan for reaching the 1990 level. The original Scoping Plan contained a range of recommendations for reducing GHG emissions, and called for the development of a cap-and-trade program to ensure that the reduction target will be met. Ten years after the passage of Assembly Bill (SB) 32, Governor Brown signed Senate Bill (SB) 32, which requires the state to reduce greenhouse gas emissions to 40 percent below 1990 levels by 2030.

Senate Bill (SB) 535 (De León, Chapter 830, Statutes of 2012) directed State and local agencies to make investments that improve California's disadvantaged communities by spending a minimum of twenty-five percent (25%) of Greenhouse Gas Reduction Funds (GGRF) to benefit these communities and ten percent (10%) of GGRF Funds to benefit projects located within them. The goal of the TCC Program is to provide one hundred percent (100%) of available GGRF dollars to projects that provide a direct, meaningful, and assured benefit to disadvantaged communities, consistent with the objectives of SB 535.

¹ California Strategic Growth Council. See "About Us" for background information on the Strategic Growth Council, including the agency's vision, mission, and objectives. <<http://sgc.ca.gov/About-Us/index.html>>

² AB 2722, Transformative Climate Communities. 2016. Web. February 2017.
<https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=201520160AB2722>

In 2016, the Legislature passed and Governor Brown signed AB 1550 (Gomez, Chapter 369, Statutes of 2016), increasing the percentage requirement of funds for projects located in and benefiting disadvantaged communities and adding a focus on investments in low-income communities and households. AB 1550 requires that a minimum of twenty-five percent (25%) of the proceeds of cap and trade auctions be invested in projects that are located within and benefiting individuals living in disadvantaged communities; an additional minimum of five percent (5%) of funds be invested in projects that benefit low-income households or communities statewide; and an additional five percent (5%) be invested in projects that benefit low-income households or communities that are within a ½ mile of a disadvantaged community. Together, SB 535 and AB 1550 prioritize investments to disadvantaged and low-income communities and households in need of assistance.

The TCC Program is also an opportunity to realize the State's vision of Vibrant Communities and Landscapes³, demonstrating how meaningful community engagement coupled with strategic investments in transportation, housing, food, energy, natural resources, and waste can reduce GHG emissions and other pollution, while also advancing social and health equity and enhancing economic opportunity and community resilience.

B. PROGRAM SUMMARY

The Program will fund two types of grants: Implementation Grants and Planning Grants⁴. The SGC will award Implementation Grants, through a competitive process, for the implementation of neighborhood-level plans that include multiple, coordinated projects that reduce greenhouse gas emissions and achieve other community benefits. The SGC will also award Planning Grants through a competitive process to fund planning activities in disadvantaged communities that may be eligible for future TCC Implementation Grants and other California Climate Investment programs.⁵ The amount of available funding for Implementation Grants will be included in TCC Notice of Funding Availability (NOFA). There is \$800,000 available for Planning Grants in Round Two.

The TCC Program is administered by the SGC and implemented by the Department of Conservation (Department), along with other partnering State agencies. SGC staff will coordinate efforts with partnering State agencies and work with the California Air Resources Board (CARB) and the DOC to administer the broader TCC Program, including developing program guidelines, evaluating applications, preparing agreements, monitoring agreement implementation, and program reporting. See Appendix A for a list of terms and definitions relevant to the TCC Program.

Implementation Grants will be funded through the California Climate Investments FYs 2017-2018 and 2018-2019 budget appropriations from the Greenhouse Gas Reduction Fund.⁶ The funds will be awarded through a statewide competitive process among eligible disadvantaged community areas, as identified in Appendix C. The grant term will be approximately five (5) years. Applications for Implementation Grants must be submitted using the online application Financial Assistance Application Submittal Tool (FAAST). Implementation Grants will fund a variety of Projects as listed in Appendix D. Planning

³ *Vibrant Communities and Landscapes: A Vision for California in 2050*. California Air Resources Board, 2016. Web. February 2017. <https://www.arb.ca.gov/cc/scopingplan/meetings/091316/vibrant%20communities.pdf>

⁴ The amount of funding for Implementation Grants and Planning Grants is determined annually, and the funding currently available is for fiscal year 2016-2017.

⁵ Communities selected for a TCC Planning Grant are not guaranteed eligibility for future TCC Implementation Grants or other CCI programs. See Appendix B for a list of CCI programs.

⁶ AB 109 – Budget Act of 2017.

Grants will be funded by Proposition 84,⁷ through a statewide competitive process also utilizing the online FFAST application system designated by the SGC. The grant term for Planning Grants is approximately one (1) year.

Information on the TCC Program, including development of the Guidelines, program outreach, notice of funding availability, and proposal application deadlines can be found on the [TCC Program website](#).⁸

C. PROGRAM VISION

Vision for Transformation

The Program establishes a new framework for achieving California's climate goals by concentrating significant resources to accelerate local greenhouse gas emission reductions and uplift the State's most disadvantaged communities. This framework represents an evolution to the State's previous funding in three (3) significant ways.

First, the Program takes a place-based approach that commits Applicants to the achievement of economic, environmental, and public health benefits in a specific community. Rather than focusing on individual projects, the Program requires Applicants to begin by identifying a project area that will be the focus of the TCC Proposal. A place-based approach entails a holistic understanding of a community's needs and assets, and direct involvement of community members. Program Applicants are required to actively engage community residents and stakeholders in TCC Proposal development and implementation to foster long-term interest and investment in the community's revitalization. The Program also requires Applicants to include policies and programs to avoid the displacement of existing residents and local businesses, to help ensure these key stakeholders benefit from the investment.

Second, the Program supports the deployment of integrated climate strategies that combine greenhouse gas reduction activities to achieve multiple community benefits and drive innovation. Grant recipients are expected to use the state investment in concert with other local, state, and federal programs and leveraged funds, such as parallel and connected capital investments, business and workforce development projects, public health programs, K-12 and higher education programs, career and technical training, entrepreneurship support, volunteer programs, and community service projects. Additionally, the Program seeks to further the capacity of a community's ability to access TCC implementation funds by funding a limited number of planning grants.

Lastly, the Program emphasizes the development of long-term, cross-sector partnerships. Applicants are required to develop multi-stakeholder partnerships, coordinated by a Lead Applicant and governed by a partnership consisting of multiple stakeholders. Additionally, the Program enables the State to establish partnerships with award recipients that will include outreach and technical assistance throughout the grant term.

⁷ In 2006, California voters approved Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, directing the State to spend a specific portion of the bond proceeds issued for sustainable communities and climate change reduction projects in accordance with Chapter 9 of the measure. As codified in Public Resources Code, Section 75065(c), \$90 million of the funds were set aside to fund planning grants and incentives that achieve sustainability objectives. Funds that were originally awarded but not used by projects under the SGC's Sustainable Communities Planning Grant and Incentives Program were reappropriated in 2016 to fund additional planning activities including the TCC Program's Planning Grants.

<http://bondaccountability.resources.ca.gov/Prop84Text.aspx>

⁸ California Strategic Growth Council. Transformative Climate Communities Program. <http://sgc.ca.gov/programs/tcc/resources/>

Strong local engagement and cross-sector partnerships are critical to realizing this vision. In addition to reducing greenhouse gas emissions, the Program serves as a model for catalyzing local, multi-sector partnerships that leverage private and public funds to sustain community revitalization and equitable development, while meeting the State's climate goals.

Focus on Most Disadvantaged Communities

The Program is focused on investing in the communities in our state that are the most overburdened by environmental, socioeconomic and health inequities. These communities have been identified as those with a majority of Census Tracts that fall within the top five percent (5%) of disadvantaged communities for Implementation Grants⁹ and 25% for Planning Grants, as defined by the California Environmental Protection Agency using CalEnviroScreen 3.0. CalEnviroScreen is a screening tool developed by the Office of Environmental Health Hazard Assessment to help identify communities with high levels of social vulnerability that are disproportionately burdened by multiple sources of pollution.¹⁰

Communities defined as "disadvantaged" generally have high populations of people with low-incomes and a high concentration of sources of pollution. Residents of these types of communities commonly experience elevated rates of health problems, as well as socioeconomic and environmental vulnerability. Many of these challenges are the result of a history of inequitable land use and zoning policies, underinvestment and lack of meaningful engagement with community residents in planning and policy decisions.

The SGC recognizes that the term "disadvantaged" overlooks the many assets these communities also possess, and particularly the community residents for whom these places are home. In many of these communities there are organized groups of neighborhood leaders actively engaged in local planning efforts, policy campaigns, and other efforts to make their communities healthier, safer, and more sustainable. These efforts are particularly important today in the face of climate change since impacts will be disproportionately felt in these communities. The Program is structured to provide existing residents and local businesses with the tools and resources to be the drivers of change and to ensure they are also able to experience the benefits.

D. MODELS OF PLACE-BASED TRANSFORMATION

While adopting a comprehensive place-based approach to climate change solutions is new for California's Climate Investment programs, the Program is continuing a trend that other federal and private philanthropic organizations have taken to catalyze change. Place-based investment strategies have been successfully deployed nationwide to create neighborhood-level transformational change:

- From 2010-2016, the Choice Neighborhoods Program, administered by the U.S. Department of Housing and Urban Development (HUD), provided grants to support "locally driven strategies to address struggling neighborhoods with distressed public or HUD-assisted housing through a comprehensive approach to neighborhood transformation."¹¹

⁹ Transformative Climate Communities will examine opportunities to expand eligible communities beyond Census Tracts within the top five percent (5%) of disadvantaged communities, per CalEnviroScreen 3.0 in future rounds of grant making, dependent upon the availability of funds.

¹⁰ CalEnviroScreen 3.0, Office of Environmental Health Hazard Assessment (OEHHA).
<<https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-30>>

¹¹ *Choice Neighborhoods*. U.S. Department of Housing and Urban Development.
<https://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/ph/cn>

This was exemplified in the Larimer/East Liberty Choice Neighborhood of Pittsburgh, Pennsylvania where the local Housing Authority and the City of Pittsburgh worked with community groups and other stakeholders to put together a neighborhood plan to use the \$30 million HUD grant. In initial phases of the project, the Co-applicants established a collaborative governance structure with key community stakeholders and outside funding was leveraged to hire full time community engagement staff as implementation of the plan began.¹² Components of the Larimer Transformation Plan that are now being implemented include: building 350 mixed-income housing units, providing homeowner's assistance, creating local family sustaining jobs, securing healthy food supplies, expanding parks and open space and access to them, creating a stormwater management system, and creating a green business and manufacturing zone.¹³

- In 2016, HUD awarded 13 Natural Disaster Resilience Competition (NDRC) Grants to fund projects that address unmet needs from past disasters while increasing the regions' resiliency to future disasters.¹⁴ The City of New Orleans' was awarded a NDRC grant that will fund projects in the Gentilly Resilience District, 1 of 6 newly-designated Resilience Districts that aim to "[focus] investments for maximum place-based efficacy in an area prioritized for its particular nexus of physical and social vulnerability." A broad range of stakeholders were involved in identifying the city's resilience needs, and the subsequent development of a plan to address those needs. The resilience strategy builds off of existing developments and plans, such as the Greater New Orleans Urban Water Plan, which calls for the widespread use of green infrastructure retrofits to neighborhood streets and vacant lots, the creation of blue-green parklands and corridors that will capture, clean, and store storm water runoff, and the transformation of drainage canals into public waterfronts. The proposal also calls for the creation of more reliable and efficient energy and water infrastructure systems, continued coastal restoration efforts, incentive programs and subsidies for homeowners to invest in energy-efficiency, stormwater management, home elevation, and storm resilience retrofits. The proposal maintains a strong focus on equity throughout, stating, "Integral to each of the proposed actions is a workforce development component that connects unemployed New Orleanians to careers in the growing environmental services sector. Economic growth will not be enjoyed widely without an equity strategy...." The proposal also details both short-term and long-term workforce development measures that will be employed during and after the construction of the projects.¹⁵
- An example of regional planning with a specific lens on equity comes from the City of Seattle, which published a 2016 Equitable Development Implementation Plan that is framed with six equity drivers that are meant to propel each action. The plan emphasizes the use of collective-impact problem solving, noting that the "drivers" of the plan are interrelated and meant to be deployed in conjunction with each other to address historically inequitable development patterns. The plan places a considerable emphasis on the use of anti-displacement strategies for existing residents and businesses. Additional strategies are outlined that address how to bolster the livelihoods of local residents, such as the use of community centers to provide access to opportunities for higher education, high-quality jobs, and support to start and maintain businesses.¹⁶

¹² Choice Neighborhoods 2015 Grantee Report. U.S. Department of Housing and Urban Development, 2015.

<<https://portal.hud.gov/hudportal/documents/huddoc?id=CNGranteeReport2015.pdf>>

¹³ Larimer/East Liberty Choice Neighborhood. PowerPoint presentation. Larimer Community Consensus Group, 2013.

<<https://larimerplan.files.wordpress.com/2013/06/aprilshowfinalsm.pdf>>

¹⁴ National Disaster Resilience Competition. US Department of Housing and Urban Development. 2015.

<<https://www.hudexchange.info/programs/cdbg-dr/resilient-recovery/>>

¹⁵ City of New Orleans NDRC Phase 2 - Submitted Application - October 2015. City of New Orleans, 2015.

<http://www.nola.gov/resilience/resources/ndrc_phase2_neworleans_narrative_graphics/>

¹⁶ Equitable Development Implementation Plan. City of Seattle, 2016.

<http://www.seattle.gov/dpd/cs/groups/pan/@pan/documents/web_informational/p2431185.pdf>



II. IMPLEMENTATION GRANT PROGRAM REQUIREMENTS

A. APPLICANT AND PROJECT AREA REQUIREMENTS

1. *Eligible Applicants.* Eligible Applicants may include, but are not limited to: community-based organizations, local governments, nonprofit organizations, philanthropic organizations and foundations, faith-based organizations, coalitions or associations of nonprofit organizations, community development finance institutions, community development corporations, joint powers authorities, and/or tribal governments.
2. *Collaborative Stakeholder Structure.* Eligible Applicants must form a Collaborative Stakeholder Structure to develop and submit one application based upon a shared vision. The proposal should define the ways in which the shared vision is achieved and proposed projects are selected. Applicants are encouraged to use proven methods such as Participatory Budgeting to achieve a shared vision. Applicants must submit with the application a Memorandum of Understanding signed by the Lead Applicant and all Co-applicants that describes governance and organization of the Collaborative Stakeholder Structure. Lead Applicants and Co-applicants are collectively referred to as "Applicants."

The Collaborative Stakeholder Structure shall be charged with overseeing implementation of the awarded TCC Grant, including each of the plans required in the Transformative Requirements section. The Collaborative Stakeholder Structure must include all Co-applicants leading implementation of a proposed Project included in the TCC Proposal and community representatives nominated by the community. Applicants may design their Collaborative Stakeholder Structure to best align with their needs, but at a minimum the Memorandum of Understanding must clearly outline the following:

- a. Identification of a Lead Applicant;
- b. Roles and responsibilities for the Lead Applicant and each Co-applicant;
- c. Governance of the Collaborative Stakeholder Structure including: Process for handling disputes, and procedure to change, add, or remove partners;
- d. Legal and financial considerations including: Assumption of liability, financial relationship between Grantee/Partners, the process Lead Applicant will use to reimburse the Co-applicants and partners, and subcontractors procurement process;
- e. Transparent decision-making processes;
- f. Non-discrimination clause;
- g. Meeting facilitation procedures including frequency of meetings, minimum number of meetings open to public, means for publishing meeting agenda and notes for public access; and
- h. Process for involving community representatives in decision-making.

If a proposal is selected, the Memorandum of Understanding may be revised to comply with all administrative, statutory, and TCC Program requirements during a Post-award Consultation. See Section II.I, Implementation Grant Contract Administration, for additional information.

3. *Support and Participation of Public Agencies.* The Collaborative Stakeholder Structure must include a local or regional public agency as a Lead Applicant or Co-applicant. If the Lead Applicant is a public agency, they must include a formal resolution that includes an authorization to apply for and accept a TCC Implementation Grant if selected for an award, and authority to execute all related documents. If the public agency is a Co-applicant, then the Applicant must provide a letter of support from the public agency.

4. *Organizational Capacity and Proposal Readiness.* Applicants must demonstrate their capacity to administer and manage complex projects and to ensure readiness for implementing each Project included in the TCC Proposal. Specific procedural, capacity, and financial requirements for the Projects are outlined in Appendix D, and will be addressed in the Post-award Consultation described in Section II.H, including provisions or potential modifications relevant to integration of Projects or delegation of responsibilities.

a. Capacity to Implement

- i. *Management Ability.* Lead Applicants and Co-applicants' ability to oversee, manage and implement large infrastructure projects, such as transportation, affordable housing, and green infrastructure projects is essential. For each proposed Project in the TCC Proposal, Applicants must:
 - Identify the Lead Applicant or Co-applicant responsible for leading the implementation of each Project (i.e., lead entity);
 - Provide evidence of the lead entity having successfully implemented a similar project in scope and size in California over the last ten (10) years;
 - Provide a letter of support from one (1) reference who can speak to the quality and timeliness of work completed by the Lead or Co-applicant.
- ii. *Financial Capacity.* Lead Applicants and Co-applicants must possess the financial capacity to pay expenses prior to seeking reimbursement¹⁷ from the State. See Section I, Implementation Grant Contract Administration, for details about the reimbursement process. To demonstrate financial capacity, Applicants will be asked to provide a current annual organizational budget, a copy of their most recent financial audit or if an audit is not available a copy of the organization's recent financial statements. Non-profit organizations must submit a copy of their most recent Federal Form 990 and a copy of the organization's IRS 501(c)(3) Tax Determination Letter.

b. Proposal Readiness

- i. Applicants will be required to demonstrate that a minimum of three (3) of their proposed Projects meet the full readiness requirements at the time the Application is submitted. These same Projects combined must comprise fifty percent (50%) of total requested funds and be quantifiable (as defined in Appendix D) using CARB quantification methodology. For the remaining Projects that do not have readiness met at the time of Application, Applicants will be asked to discuss how far along in the process they are towards meeting the readiness requirements and when they anticipate having all of them met. The remaining Projects must meet full readiness requirements within the **first** year following the date the Grant Agreement is executed.
- ii. The projects that do not meet the readiness requirements within the first year of the grant agreement will be deemed to be infeasible, unless an approval is provided to extend the timeline to meet the readiness requirements. The funds allocated to these projects cannot be allocated to new projects, and reallocation of funds, if any, to other projects included in the original grant application will be subject to approval by the Council.

¹⁷ Transformative Climate Communities Program is prohibited by law from any types of advance payment.

- iii. To demonstrate readiness, Applicants must provide documentation demonstrating the readiness of each project such as site control, environmental compliance, entitlements, and leverage funding. Readiness requirements for all eligible Projects are listed in Appendix D.

5. Project Area Requirements

- a. Applicants must define a contiguous Project Area that is no larger than approximately five-square miles and is within the boundary of a single incorporated city¹⁸.
- b. Applicants may propose a Project Area boundary that does not align with Census Tract boundaries.
- c. At least fifty-one percent (51%) of the geographic area of the proposed Project Area must overlap with Census Tracts within the top five percent (5%) of disadvantaged communities, per CalEnviroScreen 3.0.¹⁹ The remaining forty-nine percent (49%) or less of the geographic area of the proposed Project Area must overlap either with a disadvantaged community (top twenty-five percent (25%) CalEnviroScreen 3.0) or a low-income community as defined by AB 1550²⁰. Applicants may propose a Project Area boundary that does not align with Census Tract boundaries. Refer to Appendix C²¹ for more information about the TCC Mapping Tool and a list of cities with top five percent (5%) and twenty-five percent (25%) Disadvantaged Census Tracts.²²
- d. Applicants must submit a map of the Project Area boundary at the time of application. This map will be used to verify the Project Area's size and percentage of disadvantaged communities, as defined by CalEnviroScreen 3.0.

6. Consistency with Existing Local Land Use and Transportation Plans

Applicants must demonstrate that proposals are consistent with all relevant land use plans, designations, zoning, building intensity and density requirements, design guidelines, and applicable goals, policies, and programs. Consistency shall be demonstrated by submittal of a letter from the local jurisdiction's Planning Department and Public Works Department describing the proposed TCC projects' consistency with all relevant plans as described above.

7. High Speed Rail Connectivity

- a. The California High Speed Rail Authority's 2018 Business Plan²³ describes the plan to complete construction of the initial "Silicon Valley to Central Valley Line" from San Francisco to Bakersfield and begin providing passenger service by 2027. To leverage the State's investment in High Speed Rail and support its successful implementation, as well as to help ensure that economic benefits, job opportunities, and environmental improvements accrue to neighborhoods immediately surrounding the High Speed Rail station area, Applicants

¹⁸ The Transformative Climate Communities program is analyzing will analyze and assess the feasibility of including unincorporated areas in future rounds of grant making.

¹⁹ CalEnviroScreen 3.0, Office of Environmental Health Hazard Assessment (OEHHA).

<<http://oehha.maps.arcgis.com/apps/webappviewer/index.html?id=ba698dc09c824da1b1ab3d0dd7f5bd54>>

²⁰ CalEPA, February 14, 2017. Identification of Low-Income Communities under AB 1550 Methodology and Documentation for Draft Maps. <<https://calepa.ca.gov/envjustice/qhginvest/>>

²¹ The Office of Environmental Health and Hazards Assessment (OEHHA) has developed an online mapping tool that identifies eligible Census Tracts to assist applicants in drawing Project Area boundaries. The mapping tool can be accessed at <https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-30>

²² Transformative Climate Communities program intends to expand eligible communities beyond Census Tracts within the top five percent (5%) of disadvantaged communities, per CalEnviroScreen 3.0 in future rounds of grant making upon availability of funds.

²³ California High Speed Rail Authority. 2018 Business Plan.

<http://www.hsr.ca.gov/docs/about/business_plans/2018_BusinessPlan.pdf>



from cities with planned High Speed Rail stations²⁴ along the initial "Silicon Valley to Central Valley Line" must assure that the TCC Planning Area includes:

- i. Multimodal connectivity to the High Speed Rail station area; and
- ii. Affordable and mixed-income housing (if proposed) is connected and accessible to the High Speed Rail station area.

B. TRANSFORMATIVE REQUIREMENTS

As required by AB 2722, TCC Proposals must meet the following requirements to be considered eligible for funding.

1. *Track and Monitor Greenhouse Gas Emission Reductions, Community Benefits, and Other Indicators.* All TCC Proposals must facilitate the reduction of GHG emissions.

Funding recipients will track and document GHG emission reductions and co-benefits for Projects that include quantifiable elements per TCC Quantification Methodology in accordance with the requirements in the CARB Funding Guidelines²⁵. TCC Grantees are required to track and monitor GHG emission reductions and other project-related performance metrics, as outlined below.

- a. Applicants will be required to collect the inputs needed to quantify GHG emission reductions for Projects that contain quantifiable elements using the CARB TCC calculators. Quantifiable elements along with the associated data input for each elements can be found at TCC Quantification Methodology²⁶. The quantifiable elements are also noted in Appendix D by an asterisk.
- b. The SGC will contract with a Technical Assistance provider to assist Applicants with their GHG calculations. During the application phase, the Technical Assistance providers will schedule a consultation with each Applicant to provide an initial estimate of the GHG emission reductions for all quantifiable elements of Projects. The Technical Assistance providers will conduct final analysis of GHG emissions reductions of quantifiable Projects, using the CARB approved quantification methodologies after the applications are submitted. The schedule and requirements to receive technical assistance will be provided with the NOFA.
- c. Grant recipients will be required to track and report indicators on an annual basis, at the point when the projects become operational, and at project closeout. Outcome reporting will be required until the end of the performance period. Reporting templates and Co-Benefit indicators are posted on the CARB CCI Quantification, Benefits, and Reporting Materials webpage²⁷ and CCI Co-benefit Assessment Methodology webpage,²⁸ respectively.
- d. Grant recipients will be required to share information on project outcomes per CARB requirements currently under development, in consultation with the SGC.²⁹
- e. Grant recipients are required to report on employment benefits and outcomes created through the TCC investment including:

²⁴ TCC Eligible Cities with proposed HSR Stations along the Silicon Valley to Central Valley Line are: Bakersfield, Fresno, Hanford, Madera and Merced.

²⁵ California Air Resources Board, July 2018. <www.arb.ca.gov/ccl-fundingguidelines>

²⁶ California Air Resources Board, July 2018. <www.arb.ca.gov/ccl-resources>

²⁷ California Air Resources Board, July 2018. <www.arb.ca.gov/ccl-resources>

²⁸ California Air Resources Board, July 2018. <www.arb.ca.gov/ccl-cobenefits>

²⁹ See p. 55 of the Funding Guidelines at:

<https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/proposed_2018_funding_guidelines.pdf>.



- Job Classification or Trades
 - Job Training Credentials
 - Number of Jobs Provided
 - Number of Jobs Provided to Priority Populations
 - Total Project Work Hours
 - Project Work Hours for Priority Populations
 - Average Hourly Wage
- f. Applicants **must include in the project budget an allowance of 3 % of total requested** fund for CARB and SGC required data collection and reporting summarized in Table 1 below.
- g. List of CARB and SGC required tracking indicators will be provided to the Grantees during the Post-award Consultation.

Table 1: GHG and Indicator Tracking and Reporting

Phase	Greenhouse Gas Emissions and co-benefits	Project Outcome Indicators
Application	Collection and submittal of the inputs needed to calculate GHG emission reductions and co-benefits for Projects with quantifiable elements using CARB-approved quantification methodologies.	
Project Implementation At Minimum, Initial 5 Years after Grant Award		
Annual	Annual reporting on indicators for Projects with quantifiable elements, per CARB requirements. Annual reporting on employment benefits.	
Project Operational Stage	Reporting on outcome indicators per CARB requirements currently under development, in consultation with the SGC.	
Project Closeout	Reporting on indicators for Projects with quantifiable elements.	

2. *Avoid the Displacement of Existing Households and Small Businesses.* Applicants must implement policies to reduce economic displacement risk within the Project Area. See Table 2 for examples of policies to avoid the displacement of Very Low and Low-Income Households³⁰ and Table 3 for examples of policies to avoid the displacement of small businesses.³¹

³⁰ See Appendix A for the definition of Very Low and Low-Income Households.

³¹ See Appendix A for the definition of a small business.

Table 2: Example Policies to Avoid the Displacement of Very Low and Low-Income Households

Category	Policy
Production of Affordable Housing	<ul style="list-style-type: none"> • Incentives for inclusionary zoning* • Density bonus ordinance* • Community land trusts • Fee on new commercial or residential development that is dedicated to affordable housing • Land banking programs • Development of new accessory dwelling units • Neighborhood preference legislation that gives existing residents within a certain circumference preference for newly built affordable units* • Dedication of a certain percentage of a housing bond to building housing in the TCC Project Area • Site acquisition and fee deferrals to develop 100% affordable housing* • Production of family-sized rental and ownership affordable units • Allow affordable housing on a limited number of underutilized Production, Distribution and Repair (PDR) parcels with a ground floor requirements for PDR* • Housing bond to fund affordable unit development
Preservation of Affordable Housing	<ul style="list-style-type: none"> • Rent control, stabilization ordinances, and rent review boards* • No-net loss of affordable housing units / net gain of affordable units* • Preservation of existing affordable housing in the Project Area through the one-for-one redevelopment of distressed public housing; right-to-return policies for existing residents in good standing in redeveloped public housing; and commitment not to raise rents above pre-redevelopment levels for existing residents in redeveloped buildings* • Policies to preserve single-room occupancy and/or mobile home parks and to allow current residents in good standing to remain or return in the case of redevelopment* • Condominium conversion restrictions* • Demonstration of application to local, state, and federal programs to fund preservation of affordable housing • Preservation of affordable housing via acquisition and rehabilitation programs* • Covenants to maintain affordability in perpetuity • Community land trusts • Restrictions on short-term rentals* • Restrictions on non-primary residences*
Tenant Protections and Support	<ul style="list-style-type: none"> • Tenant anti-harassment policies • Right-to-return policies for existing households • Source of income non-discrimination* • 'Just Cause' eviction policies • Limiting of low-fault evictions* • Culturally appropriate tenant rights education • Funding for tenant organizing • Tenant legal services and right to council in eviction proceedings
<p><i>Note: *Indicates policies that require local municipal participation to be implemented.</i></p>	

Table 2: Example Policies to Avoid the Displacement of Very Low and Low-Income Households (continued)

Category	Policy
Tenant Protections and Support	<ul style="list-style-type: none"> • Limiting tenant evictions from affordable housing* • Maximize acceptance of rental subsidies* • Review of occupancy requirements to create greater flexibility for tenants* • Identify opportunities to master lease privately owned and managed SROs* • Increase supportive services to tenants living in SROs that are not managed or master leased by the City or non-profits • Identify opportunities to acquire privately owned and managed SRO buildings • Improve code enforcement in SROs* • Implement guidelines to prioritize moving families from SROs into affordable housing units* • Tenant's first right to purchase legislation* • Preserve rent-control units when major rehabilitation occurs* • Where applicable, assessing enforcement of nuisance policies and modifying as needed to ensure vulnerable populations are not being negatively impacted. • Create an emergency housing response action plan for instances when code enforcement deem the properties uninhabitable
Neighborhood Stabilization and Wealth Building	<ul style="list-style-type: none"> • Asset building opportunities for low-income residents • Contracting with local/small/diversely-owned businesses • Development and promotion of micro-lending opportunities • Development of worker cooperatives • Non-speculative homeownership opportunities

*Note: *Indicates policies that require local municipal participation to implement*

- a. TCC Proposals must include a Displacement Avoidance Plan that details the actions Applicants will take to establish policies and programs to avoid the economic displacement of existing households and small businesses within the Project Area. The Displacement Avoidance Plan will include:
 - i. Description of displacement vulnerability among existing households and small businesses within the Project Area.
 - ii. Description of the policies, plans, ordinances, or programs that are already in place to avoid displacement in the Project Area.
 - iii. Identification of additional new policies and programs that will be pursued to avoid displacement among existing households and businesses within the Project Area. Applicants must select at least one (1) policy from at least three (3) of the policy categories included in Table 2 to prevent the displacement of very low and low-income households. Applicants must also select two (2) policies from either of the two (2) policy categories in Table 3 to prevent the displacement of local and small businesses. Applicants are encouraged to define quantifiable goals for selected policies through community engagement process.
 - iv. Identification of the entities responsible for and involved in implementing each policy and program, and whether the implementing entities are the Lead Applicant or are Co-applicants.
 - v. 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, Applicants must provide a copy of the relocation plan.

Table 3: Example Policies to Avoid the Displacement of Local and Small Businesses

Category	Policy
<p>Protections for Small Businesses</p>	<ul style="list-style-type: none"> • Implementation of an overlay zone designed to protect and assist local and small businesses* • Creation and maintenance of a small business alliance • Increased visibility of the jurisdiction's small business assistance programs • Formal programs to ensure that some fraction of a jurisdiction's good and services come from local and small businesses* • Development of no-cost and low-cost business development and retention programs with established local, state and federal partners such as the California Small Business Development Center Network, Women's Business Centers, Procurement Technical Assistance Centers and others • Support for ownership of space by small, locally owned businesses • Enforce existing regulations to retain and protect production, distribution, repair (PDR) space • Advocate for commercial rent control
<p>Business Stabilization and Wealth Building</p>	<ul style="list-style-type: none"> • Development of layoff aversion and business continuity programs during construction or other business interruption events • Development of no-cost and low-cost business development consulting and training programs targeting small and micro-enterprises in partnership with local, state and federal technical assistance partners • Contract with local/small/diversely-owned businesses • Encouragement and assistance to ensure businesses are community serving • Increase commercial space and promote community serving uses in new developments • Support alternative business models including coops • Non-profit stabilization programs and rental subsidy programs that prevent the displacement of non-profits from a neighborhood*

*Note: *Indicates policies that require municipal participation to implement*

3. *Ensure Community Engagement.* Applicants must involve residents from the Project Area and key stakeholders in all phases of TCC Proposal development and implementation. TCC Proposals should be designed to meet needs that have been and will be further identified by Project Area residents through a documented outreach and engagement process. Additionally, Applicants must establish multi-stakeholder partnerships organized into a Collaborative Stakeholder Structure that will oversee TCC Proposal development and implementation. Applicants are required to address the following:

- a. TCC Proposals must include a Community Engagement Plan that describes methods that will be used to engage residents and key stakeholders during TCC Proposal development and implementation. Priority will be given to proposals that include a robust combination of activities to engage community stakeholders. The Community Engagement Plan should include, at a minimum:
 - i. Description of key stakeholders and residents, including any existing neighborhood organizations or advisory councils serving the Project Area;



- ii. Description of recent history of resident engagement in neighborhood issues of the proposed Project Area, including involvement in any planning or community development activities administered by the local government or other administrative entities;
- iii. Description and timeline of proposed community engagement activities (see Table 4 for list of recommended activities to ensure meaningful community engagement);
- iv. The process that has been used to identify the needs of residents and other stakeholders during the TCC Proposal development phase and selection of proposed projects and, if applicable, the relationship of this process to any pending planning activities or public improvements for the Project Area within the time frame of implementation;

Table 4: Recommended Activities to Ensure Meaningful Community Engagement

Category	Activities
Activities to Inform Community Stakeholders and to Solicit Stakeholder Input	<ul style="list-style-type: none"> • Public workshops/meetings • Door-to-door canvassing • House meetings • Established website and/or social media • Distributed flyers or other printed materials • Outreach to existing community groups • Surveys • Focus Groups
Activities to Engage Community Stakeholders in Development of TCC Proposal	<ul style="list-style-type: none"> • Design charrettes • Community-based participatory research • Participatory budgeting³² • Convene advisory body or shared decision-making body • Establish website and/or social media • Community benefits agreements • Additional activities to ensure community stakeholders have an opportunity to influence the TCC Proposal development
Activities to Ensure Community Engagement During Implementation of TCC Plan	<ul style="list-style-type: none"> • Public workshops/meetings • Door-to-door canvassing • House meetings • Established website and/or social media • Surveys • Focus groups • Sub-contract with community-based organizations to conduct outreach • Allocate staff positions focused on community engagement • Advisory body or shared decision-making body • Additional activities to provide community stakeholders an opportunity to influence the TCC Proposal development • Maintain community engagement throughout the TCC Implementation Plan

³² See Appendix A for the definition of Participatory Budgeting.

- v. How the public will be informed of implementation progress, including updates on project performance and other Indicators being tracked, as well as implementation progress on the Displacement Avoidance and Community Engagement Plans; and
 - vi. Justification for the community engagement activities in submitted budget.
- b. Applicants must use methods of engagement to facilitate participation of community residents, including ensuring translation of meetings and materials, scheduling of meetings at times that are convenient to community members, and engaging community members in information gathering as well as outreach.
- c. TCC funds may be used to support community engagement and outreach activities that meet all of the following criteria:
- i. Activity is directly related to the implementation of a TCC funded Project.
 - ii. Activity is located within the defined TCC Project Area.
 - iii. Activity is focused on engaging community stakeholders located or involved within the defined TCC Project Area.

Approximately five to eight percent (5-8%) of total awarded funds may be used to support community engagement and outreach activities that meet the above criteria. Costs related to community engagement and outreach should be reasonable relative to the budget for the overall TCC Program and individual projects. Costs related to community engagement and outreach activities will not be considered as an administrative cost. The SGC recognizes that many effective strategies for conducting community engagement and outreach are cost-intensive. Funding requests that exceed the eight percent (8%) cap will be reviewed on a case-by-case basis during the Post-award Consultation.

4. **Leverage Funding.** To be eligible for TCC funding, Applicants must secure a minimum of **fifty percent (50%) match** of the awarded grant amount.
- a. Leverage funding must be clearly integrated into the implementation of the Strategies selected to achieve the TCC Program Objectives (see Section II.C, Program Framework).
 - b. Leverage funding must be spent within the TCC Project Area.
 - c. Expenditure of leverage funding towards the fifty percent (50%) threshold will only be counted after the grant has been awarded by the Strategic Growth Council.
 - d. Leverage funding must be committed by the time Applicants submit their Applications.
 - e. Funding committed for projects or programs already underway prior to applying to the TCC Program will only be counted if the Applicant can clearly demonstrate that a distinct phase is directly associated with the TCC Proposal.
 - f. The SGC encourages Applicants to coordinate federal, state, local, public, private and philanthropic funds that align with the goals of the TCC Proposal.
 - g. Eligible sources for leverage may include, but are not limited to: federal funding sources; state funding sources (see Appendix E, "Other State Funding and Resources"); private capital; foundation grants; low-income housing tax credit equity contributions and tax-exempt bonds in connection with four percent low-income housing tax credits; and funds from regional or local tax measures, bonds, property assessments and fee revenue committed to public infrastructure related to Projects included in the TCC Proposal, and located within the designated



Project Area; funds for transportation projects that are programmed for allocation and expenditure in the applicable capital improvement plan consistent with the terms and timeframes of the contract agreement.

- i. In-kind goods and services³³ may be accepted as eligible sources of leverage if they are adequately defined and documented. They will be subject to review by the State during review of the Application.

5. *Climate Adaptation and Resiliency.*

- a. TCC Proposals must describe how the TCC Investment and leverage funded projects will increase resiliency of the Project Area to the anticipated impacts from climate change. Specifically, the Proposals must include the following:
 - i. Identify the climate change risks and exposures within the Project Area, such as additional days of extreme heat or precipitation, flooding, sea level rise, and drought. This information may be obtained using tools listed below:
 - 1) Cal-Adapt.org, an online platform created by the California Energy Commission,
 - 2) Using the results of a local or regional vulnerability assessment that includes the Project Area, or
 - 3) Any other locally developed, down-scaled projection model such as projection models developed by consultants or community-based organizations.
 - ii. Describe the impact of climate change risks and exposures on the community, including vulnerable populations³⁴. This information may be obtained using:
 - 1) Climate Change and Health Profile Reports, created by the California Department of Public Health, which describe the impact of climate risks and exposures for vulnerable populations for each county,
 - 2) Climate Change and Health Vulnerability Indicators for California (CCHVI) developed by the CalBRACE Project,
 - 3) Healthy Places Index (HPI), and
 - 4) Regional Opportunity Index (ROI) developed by the UC Davis Center for Regional Change.
 - iii. Describe the impact of climate change risks and exposures on the built environment.
- b. Based on the identified risks for the Project Area, Applicants must describe:
 - i. Process to identify and prioritize adaptation measures for addressing risks on vulnerable population
 - ii. Process to identify and prioritize adaptation measures for to increase resiliency of proposed infrastructure projects

6. *Workforce and Economic Development.* TCC Applicants must develop a Workforce and Economic Development Plan that accomplishes the following two goals:

³³ See Appendix A for the definition of in-kind goods and services.

³⁴ See Appendix A for the definition of vulnerable populations.



- a. Create workforce development and education training programs with career pathways for residents of the Project Area. Education and training can include pre-apprenticeship programs that are tied to state-certified apprenticeships; training programs that lead to occupations and industries that support TCC Proposal implementation, reduce barriers for and reflect the range of employment readiness needs of local residents and individuals with employment barriers, and partner with local workforce development boards and other key stakeholders, including organized labor and education providers; align and enhance high-performing education and training programs that have a proven record of leading to industry-recognized credentials and labor market advancement; and
- b. Explain how the TCC investment will result in economic development via the creation of high-quality jobs. The funds must be used to develop local, high-quality jobs that offer living wages, benefits, worker voice, predictable scheduling, and opportunities for advancement, with clear on-ramps for low-income residents in and near the Project Area. The jobs created may be directly tied to the infrastructure projects that are being proposed as part of the TCC Plan.

Applicants proposing to use TCC funds for stand-alone workforce training programs must ensure activities meet all of the following criteria:

- a. Train recipients for jobs and skills that are necessary to implement greenhouse gas-reducing projects. For example, programs that provide training in the manufacture, installation, construction, maintenance, and/or operation of infrastructure and services necessary to support:
 - i. Low-carbon transportation, including active transportation, public transit, inter-city rail, high-speed rail, clean freight movement, low-carbon fuels; and clean vehicles;
 - ii. Affordable, transit-oriented housing;
 - iii. Renewable energy;
 - iv. Energy and water efficiency;
 - v. Healthy soils;
 - vi. Urban and community forestry;
 - vii. Waste diversion;
 - viii. Wetlands restoration; and
 - ix. Other infrastructure projects that reduce greenhouse gas emissions.
- b. Result in recognized credentials (e.g., certifications, certificates, degrees, licenses, other documentation of competency and qualifications) for those who complete the training program to support long-term, stable employment and career development. Credentials should follow guidance established by the California Workforce Development Board.³⁵

³⁵ California Workforce Development Board, June 2016. *CWDB Credentialing Framework*. <<http://cwdb.ca.gov/wp-content/uploads/sites/43/2016/08/CredentialingFrameworkCWDBFinalJune2016.pdf>>.



- c. Have a demonstrated track record of providing training with sufficiently high rates of completion, post-training job placement and employment utilizing an existing formalized pathway or partnerships with potential employers or industry, and job retention.
- d. Focus on high-quality employment. Factors commonly considered to influence job quality include, but are not limited to: Local living wages; Benefits provided: health insurance, paid leave, sick leave, or child care services; Geographic accessibility and commute distance; Job strain, schedule, and flexibility; Working conditions and health risks; and job retention or duration of employment.
- e. Utilize targeted recruitment strategies, consistent with federal and state law, to direct training opportunities to residents and/or businesses within the TCC Project Area, low-income residents, residents of disadvantaged communities, veterans, and/or residents displaced or otherwise impacted by project development, among others. Approaches for targeted hiring may include, but are not limited to:
 - i. Community Benefits Agreement (CBA): A contract between community-based organizations and project proponents or agencies that identify benefits to be provided as part of a project or program. Hiring priority for low-income individuals and prevailing wage requirements are commonly found in CBAs. CBAs may also include provisions for ongoing community engagement to ensure continued success.
 - ii. Labor agreements or community workforce provisions: Comprehensive agreements between labor unions and project proponents (e.g., contractors, developers) or local agencies (e.g., transit agencies, cities) to achieve breadth of objectives including uniform labor standards. These agreements may extend across multiple projects. Applicants may choose to prioritize projects with established labor agreements or community workforce provisions that contain targeted hiring provisions.
 - iii. Contract provisions: Contract provisions between a Grantee and an Applicant that include criteria for targeted hiring that provides quality jobs.
- f. Proposed trainings are consistent with and support implementation of the most recent Workforce Innovation and Opportunity Act Regional Plan.³⁶

C. PROGRAM FRAMEWORK

The Program Framework establishes the structure for all TCC Proposals. It consists of five (5) inter-related components—Program Objectives, Vision, Strategies, Projects, and Indicators.

The Program Objectives reflect the TCC Program provisions outlined in AB 2722. Each TCC Proposal must articulate a Vision that describes how the overall TCC Proposal will achieve each of the three (3) stated Program Objectives and address the community needs identified through the community engagement process.

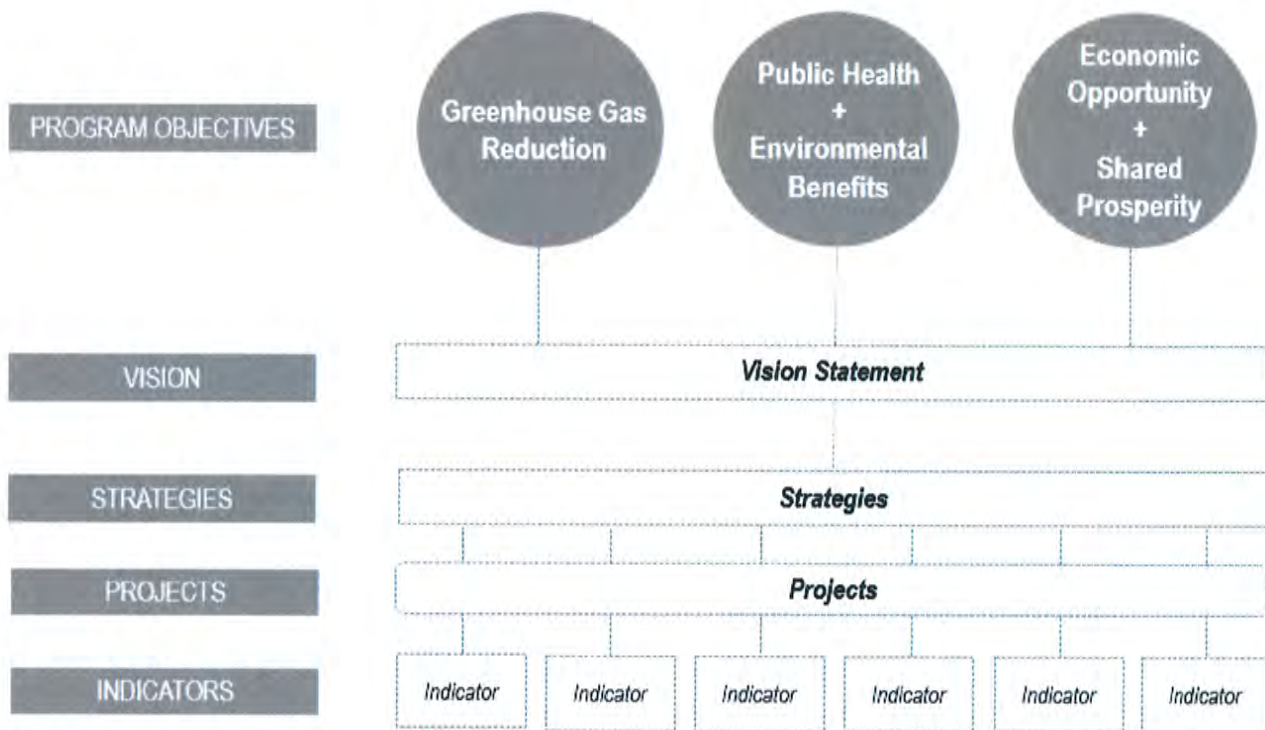
³⁶ California Workforce Development Board. Regional Plans 2017-2020. <https://cwdb.ca.gov/plans_policies/local-and-regional-plans-drafts/>

Applicants must then identify multiple Strategies known to reduce greenhouse gas emissions, promote public health, environmental and economic benefits, and develop and integrate Projects that achieve the Vision. Funding recipients must track Indicators associated with each Project and Project Area.

Applicants should describe how the proposed Project Area investments will foster enduring partnerships and reflect best practices³⁷ in environmentally sustainable development and equitable community development.

Diagram 1 shows the relationship between the Projects of the Program Framework.

Diagram 1: Program Framework - Relationship of Projects



³⁰ Best practices include but are not limited to measures to reduce environmental and economic disparities, promote energy efficiency, renewable energy, reduce waste, water conservation and reuse, and promote active transportation. Example guidance includes: 2015 Enterprise Green Communities Criteria (Enterprise Green Communities, 2015) <<http://www.enterprisecommunity.org/sites/default/files/media-library/solutions-and-innovation/green/ecp-2015-criteria-manual-11-15.pdf>>; Best Practices in Place-Based Initiatives: Implications for Implementation and Evaluation of Best Start (First5LA, November 2011) <http://www.first5la.org/files/07864_2LiteratureReview_NoAppendix_11282011.pdf>; Choice Neighborhood Resource Guide. Designing & Directing Neighborhood Change Efforts: How to Be More Intentional and Effective (HUD, April 2015) <<https://portal.hud.gov/hudportal/documents/huddoc?id=MikeSchubertCNGdeAug15.pdf>>; EcoDistricts Protocol: The Global Performance Standard that Empowers Sustainable Neighborhood- and District-Scale Development, Version 1.2 (EcoDistricts, January 2017) <<https://ecodistricts.org/get-started/the-ecodistricts-protocol/>>; Scaling Solutions: A How to Guide for Unleashing the Potential of Public-Philanthropic Partnerships Based on Lessons Learned from the Sustainable Communities Initiative (HUD, September 2016) <<https://portal.hud.gov/hudportal/documents/huddoc?id=ScalSoluPhilRep.pdf>>

D. OBJECTIVES AND VISION

Applicants must develop a Vision statement that articulates how all of the Projects proposed in the overall TCC Proposal will be coordinated and integrated to achieve all three Program Objectives:

1. *Achieve Significant Reductions in Greenhouse Gas Emissions.* Applicants must demonstrate that selected projects facilitate GHG emission reductions and further the purpose of AB 32 and SB 32, which require the state to reduce greenhouse gas emissions to 1990 levels by 2020, and to forty percent (40%) below 1990 levels by 2030. TCC Proposals should emphasize integration between different GHG emission reduction measures. For instance, affordable housing built with on-site renewable energy generation, energy efficiency measures, and access to transit and active transportation infrastructure will achieve greater reductions in GHG emissions than housing developed without similar measures.
2. *Improve Public Health and Environmental Benefits.* Applicants must describe how their proposal will improve public health outcomes for community residents and achieve environmental benefits for the Project Area. Applicants should consider the burdens identified by CalEnviroScreen 3.0 and consider how the TCC Proposal can reduce emissions from local sources of air pollution, and result in improved public health outcomes.
3. *Expand Economic Opportunity and Shared Prosperity.* Applicants must consider how each of the proposed Projects can contribute for workforce training, employment and local business expansion in the Project Area.

E. STRATEGIES AND TCC PROJECTS

TCC Strategies

In order to achieve the Program Objectives and applicant defined Vision, Applicants must integrate Strategies that reduce GHG emissions and achieve additional public health, environmental and economic benefits -- the following Strategies represent approaches in multiple sectors of California's economy that do so. Appendix D details capital projects, programs and/or activities organized by Strategy that can be paid for with TCC funds. Priority will be given to proposals that select a robust, well-integrated combination of GHG emission reduction strategies and additional public health, environmental and economic strategies to meet their Vision and address the needs of the community. Applicants must choose at least three (3) strategies from the strategies listed below. It is understood that there may be overlap between Strategies.

1. *Equitable Housing and Neighborhood Development.* Promote equity and access to opportunity through neighborhood-focused community development such as constructing, rehabilitating, or preserving affordable and mixed-income housing and mixed-use development; and infrastructure improvements and other activities that incentivize economic development, leverage private investment, and address the priorities and needs identified by residents.
2. *Transit Access and Mobility.* Prioritize active transportation and public transit; support transit ridership programs and transit passes for low-income riders; accelerate compact development; expand zero and near-zero emission transportation and infrastructure, as well as non-auto oriented transportation options through first/last mile connections, safe and accessible biking and walking routes, and safe reliable transit options; reduce parking requirements for new development; implement parking pricing strategies; encourage education and planning activities to promote increased use of active modes of transportation; and promote vanpools and zero-emission vehicle car sharing programs.
3. *Decarbonized Energy and Energy Efficiency.* Accelerate the State's zero net energy objectives, minimize the need for new energy infrastructure costs such as transmission and distribution upgrades, implement significant deployment of



building retrofits, deploy smart-grid technologies, and support grid reliability and resiliency by incorporating energy storage.

4. *Water Efficiency.* Implement water conservation, efficiency, and reuse programs and or systems, such as replacing inefficient appliances and fixtures with water efficient models; installing drought-tolerant landscaping and retrofitting irrigation systems accordingly; capturing and using rain- and greywater; and constructing water collection basins, barriers, and bioswales to reduce stormwater runoff and increase infiltration.
5. *Materials Management.* Implement projects that reduce waste, including food waste recycling and composting, reduce single-use products, and waste-to-energy projects, such as anaerobic digestion; ensure use of low waste building materials; and include green buildings features in new construction or retrofits that incorporate environmental sustainability in design, construction, and maintenance.
6. *Urban Greening and Green Infrastructure.* Implement urban forestry and tree canopy plans; enhance or expand neighborhood parks and open space; install green roofs and landscaping to mitigate effects of urban heat islands; construct or expand non-motorized urban trails; implement green streets and alleyways; and use of natural or green infrastructure to capture, store, and infiltrate stormwater onsite for groundwater recharge and use.
7. *Land Conservation and Restoration.* Permanently protect agricultural land and open space with conservation easements, implement sustainable soil and irrigation management practices, increase permeable surfaces, restore urban streams, and restore wetlands and habitat
8. *Health and Well-Being.* Increase accessibility to health-promoting systems and environments, such as access to fresh and nutritious foods, primary care, parks and greenbelts, trails, walkways and bicycle paths, natural areas, civic and public spaces, and other opportunities to support socially and economically diverse populations; construct, develop or expand community gardens, farms, food processing facilities, regional food hubs or distribution centers; construct or expand grocery stores or local markets that provide access to healthy and fresh food;; provide agricultural and outdoor experiential education opportunities for children and adults; increase family and social support through social engagement programs, early childhood home visiting programs, parenting programs, or other programs that increase community and civic participation; and implement any other activities or programs that improve human health and community well-being.

TCC Projects

Appendix D, "TCC Funded Projects, Eligibility, and Requirements by Strategy Projects", contains the fundable Projects and their requirements, organized by Strategies. Since the vision for TCC is to reduce greenhouse gas emissions while promoting public health, environmental and economic benefits, Applicants much choose a combination of Projects that achieve this vision.

F. MEASURING THE IMPACT OF TCC

Project Indicators

Projects claiming greenhouse gas emission reduction benefits are subject to CARB reporting requirements. Indicators associated with each of these Projects can be found on the CARB website³⁸. Overall TCC program indicators that will be tracked through all of the TCC investment areas will be finalized during Post-award Consultation.

G. APPLICATION AND SCORING

Implementation Grants will be awarded through a competitive process. Applications must be submitted via the online Financial Assistance Application Submittal Tool (FAAST). Training will be available to Applicants on the use of this tool. Applications will be evaluated according to the evaluation process and scoring criteria described below. The top scoring Applicants will be selected to receive one (1) TCC Implementation Grants based on available funding.

All applications and submitted materials will be treated in accordance with Public Records Act requirements and certain information subject to those requirements will be publicly disclosed. SGC will post a summary of all applications received prior to funding decisions.

Application

Applications will be reviewed by an interagency panel to assess the vision for transformation, Project Area requirements, GHG reduction estimates, transformative plans and requirements, capacity to implement, and project level assessment.

1. Provide narrative vision for neighborhood transformation that includes:
 - a. A description of the Project Area, including a map demonstrating how the Project Area meets the program requirements;
 - b. Detailed information about the Project Area, including demographics such as socioeconomic, race and ethnicity indicators, and housing characteristics;
 - c. A description of the public health, environmental, and economic challenges that the Project Area faces, and the factors that make the Project Area ready for transformation;
 - d. A vision statement that describes how the TCC Proposal will achieve Public Health and Environmental Benefits, and the Economic Opportunity and Shared Prosperity Objectives within the Project Area; and
 - e. Identification and description of the selected Strategies and Projects and how they will be integrated to achieve neighborhood transformation.
2. Applicants must meet all of the Eligible Applicant requirements outlined in Section II.A.

³⁸ California Air Resources Board, July 2018. <www.arb.ca.gov/cci-resources>



3. A Memorandum of Understanding (MOU) signed by the Lead Applicant and all Co-applicants describing their Collaborative Stakeholder Structure and that includes all Projects listed under the Collaborative Stakeholder Structure, as outlined in Section II.A.
4. Applicants must include and meet the Transformative Requirements outlined in Section II.B for the following:
 - a. Displacement Avoidance Plan
 - b. Community Engagement Plan
 - c. Climate Adaptation and Resiliency Plan
 - d. Workforce Development Plan
5. Detailed workbooks for each proposed TCC-funded project and leverage-funded project that include, but are not limited to:
 - a. Work plans with clear timelines, discrete tasks and detailed deliverables;
 - b. Budgets broken down by task that clearly document allocation of TCC funds;
 - c. High level allocation of leverage funding;
 - d. Checklists and supporting documents verifying the readiness status for each Project; and
 - e. A summary budget containing estimated total project costs and verification of all cost caps.
6. Identification of potential adverse impacts from the Projects on the TCC Plan Area. The Applicant should include ways to mitigate adverse impacts from implementation, such as using zero-emission construction equipment and transit vehicles to reduce air pollutant emissions in the TCC Project Area.
7. Documentation to verify commitment of leveraged funds, either at a minimum in the form of a letter or an adopted resolution from the entity providing funds that includes: the amount of funding, a description of the intended use of funding, start and end date for funding, and whether funds are contingent on the TCC grant award. Applicants must list the source of leverage funding, the amount, a description of the intended use of the funds, and status of funding. If TCC Proposals include either existing or potential funding from other GGRF sources, Applicants must provide documentation of these funds.

Application Review and Scoring Criteria

All applications will be reviewed by TCC Program Staff to ensure that all required documentation is submitted and applications are complete. Applicants missing information will be notified and provided with two (2) days to provide missing materials.

Next, applications will be reviewed to determine whether all threshold requirements are met. The applications that meet the threshold requirements will then be reviewed by an interagency panel that will evaluate and score the applications based on the scoring criteria detailed below. Following the initial application review, members of the review panel will conduct site visits with each of the Applicants. During the site visits, Applicants will be asked to conduct a tour of the Project Area and to assemble members of the proposed Collaborative Stakeholder Structure for a question and answer session. After completing the site visits, the interagency panel will re-convene to make final recommendations based on the Application review and the



site visit. Staff will finalize and prepare their award recommendations to present to the SGC Council Members for consideration of final approval.

The Strategic Growth Council will incorporate an evaluation of the co-benefits into the selection process using a methodology that is approved by the California Air Resources Board.

Staff recommendations will be made available for public review ten (10) days prior to the SGC public meeting, at which point the Council will consider staff's award recommendations. Below are the threshold requirements that will be used to conduct the initial screening of the applications.

TCC Program Thresholds	
Vision for Transformation	Yes/No
1. Identify TCC Project Area: <ul style="list-style-type: none"> <input type="checkbox"/> Meets requirements of Section II.A.5 and includes a map of the Project Area. <input type="checkbox"/> Includes a description of Project Area with key demographic data. 	
2. Provide list of Public Health, Environmental, and Economic Challenges facing the Project Area.	
3. Identify factors that make the Project Area ready for transformation.	
4. Present a Vision Statement that describes how the multiple proposed TCC Projects will be integrated to reduce GHGs, achieve public health and environmental benefits, and expand economic opportunity and shared prosperity.	
5. Proposed Projects are addressing at least three TCC (3) strategies listed in Section II.E.	
Eligible Applicant Requirements	Yes/No
1. Meet Eligible Applicant requirements in Section II.A.1 of the Guidelines.	
2. Submit Memorandum of Understanding for the Collaborative Stakeholder Structure that meets the requirements in Section II. A.2.	
3. Include letter or resolution from the public agency member and identify whether the entity is serving as the Lead or Co-applicant.	
4. <u>Management Capacity</u> : Identify which entity – Lead Applicant or Co-applicant – will be responsible for leading the implementation of each proposed Project; provide evidence of the responsible lead entity successfully implementing similar projects in scope and size in California over the last ten years; provide documentation demonstrating that the lead entity completed similar projects on time and on budget; provide at least one letter of support from a reference for each entity leading a Project that speaks to the quality and timeliness of the work completed by either the Lead or Co-applicants.	
5. <u>Financial Capacity</u> : Demonstrate capacity to pay expenses prior to seeking reimbursement from the State. To demonstrate financial capacity, Applicants will be asked to provide a current annual organizational budget, a copy of their most recent financial audit or if an audit is not available a copy of the organization's recent financial statements. Non-profit organizations must submit a copy of their most recent Federal Form 990 and a copy of the organization's IRS 501(c)(3) Tax Determination Letter.	
Readiness: <ul style="list-style-type: none"> <input type="checkbox"/> Current readiness status of all proposed Projects and a timeline of projected readiness. 	

TCC Program Thresholds	
<ul style="list-style-type: none"> <input type="checkbox"/> Indicate at least three (3) proposed Projects that have quantifiable elements, comprising fifty percent (50%) of total requested funds, which will meet corresponding readiness requirements at the time the Application is submitted. <input type="checkbox"/> Completed readiness portion of the workbook template and provided adequate supporting documentation that all projects will be ready within the first of year of the grant term. 	
Project Area Requirements	Yes/No
1. Project Area is no larger than approximately five square miles.	
2. Project Area is within the boundary of a single incorporated city.	
3. At least fifty-one percent (51%) of the geographic area of the Project Area overlaps with Census Tracts within the top five percent (5%) of disadvantaged communities, per CalEnviroScreen 3.0. The remaining forty-nine percent (49%) or less of the geographic area of the Project Area overlaps with either a disadvantaged community (top twenty-five percent (25%)) CalEnviroScreen 3.0 <u>or</u> a low-income community as defined by AB 1550.	
4. Submit letter from the local jurisdiction's Planning Department verifying that the TCC Proposal is consistent with land use designations, building intensity, density, applicable goals, policies and programs.	
5. High Speed Rail (HSR) <i>Only for Applicants with planned HSR stations located along "Silicon Valley to Central Valley" corridor</i> <ul style="list-style-type: none"> <input type="checkbox"/> Include multi-modal connectivity to the HSR station area. <input type="checkbox"/> Affordable and mixed-income housing is connected and accessible to the High Speed Rail station area. 	
Transformative Requirements	Yes/No
1. The Applicant demonstrated the capability to adequately Track and Monitor GHG Emission Reductions, Community Benefits, and Other Indicators.	
2. Avoid Displacement of Existing Households and Small Businesses: Responds to questions regarding the Displacement Avoidance Plan and mitigation of other adverse impacts.	
3. Ensure Community Engagement: Provides narrative description of process used to complete Community Engagement Plan based on template provided.	
4. Leverage Funding: Provides list of potential sources of leverage funding that indicate ability to meet fifty percent (50%) match by submittal of Application.	
5. Climate Adaptation and Resiliency: Provides narrative description of climate change risks, exposures, and impacts on the community and infrastructure/natural systems.	
6. Workforce Development Plan: Presents plan that meets requirements listed for Workforce Development Plan.	
Grant Administration	Yes/No
1. Completed Project budget and work plan templates included.	
2. Provide summary budget containing estimated total projects costs and proposed sources of funding for each projects within the 5-year timeframe.	
3. Supporting budget documentation such as quotes from contractors.	

The following are the scoring criteria that will be used by the interagency panel to review the applications for the Applicants that meet all of the threshold requirements.

I. Transformative Plan: Program Objectives	30 Points
Criteria: Greenhouse Gas Emission Reductions	15 Points
1. GHG Emission reduction estimates for top three (3) Projects with highest GHG reduction potentials using CARB approved quantification methodologies that meet readiness requirements at time of Application submittal.	
2. GHG Emission reduction estimates for all projects with CARB Quantification Methodology.	
Criteria: Objectives, Vision, Strategies	15 Points
1. Applicant defined Vision Statement is specific, measurable, and achievable in timeframe and reflects the needs of the Project Area identified through the community engagement process.	
2. Strategies selected will achieve the Vision identified for the TCC Project Area.	
3. Projects are integrated to maximize benefits to the TCC Project Area and to meet the TCC Program Objectives.	
4. Proposed Projects demonstrate they provide benefits to priority populations as defined by CARB Priority Population Benefit Criteria Tables.	
5. Proposal includes Leverage-Funded Projects that are innovative and reduce GHGs, achieve public health and environmental benefits, and expand economic opportunity and shared prosperity.	

II. Transformative Requirements	30 Points
Criteria: Indicator Tracking	5 Points
1. Lead Applicant and partners are adequately able to track and monitor CARB-required Project indicators and TCC program-wide indicators, as reflected in their work plans and budgets.	
Criteria: Displacement Avoidance Plan (DAP)	5 Points
1. Includes comprehensive description of displacement vulnerability among existing households and small businesses.	
2. Proposal seeks to implement new policies to avoid displacement that align with risks identified in vulnerability assessment.	
3. Applicant has selected at least one (1) policy from at least three (3) of the policy categories listed in Table 2 to pursue to avoid displacement of existing households.	
4. Applicant has selected at least two (2) additional policies from either of the policy categories listed in Table 3 to pursue to protect small businesses from displacement.	
Criteria: Community Engagement Plan (CEP)	10 Points
1. CEP presents clear plan used to identify needs of residents and key stakeholders from Project Area.	
2. Residents and key stakeholders were involved in the development and selection of Projects included in the Proposal. <ul style="list-style-type: none"> a. Indicators included: number of residents, key stakeholders, and small business owners that attended meetings; number of community meetings held; establishment of advisory body or steering committee; number of residents and key stakeholders involved in Collaborative Stakeholder Structure; number of residents/key stakeholders; number of community-based organizations engaged in process; number and description of community engagement strategies used to reduce barriers to participation; description of 	

decision-making processes/bodies that include community representation; and number of residents, businesses, and non-profit/community leaders with clear role in decision making processes. b. Describe any long-term sustained community engagement activities used to support community transformation around climate issues.															
3. Provide detailed description and timeline of community engagement activities used for proposal development and for project implementation.															
4. Applicants utilized at least three (3) of the recommended activities to inform community stakeholders about the TCC proposal development process and to solicit community stakeholder input: <table border="0" style="width: 100%;"> <tr> <td><input type="checkbox"/> Public workshops/meetings</td> <td><input type="checkbox"/> Distributed flyers or other printed materials</td> </tr> <tr> <td><input type="checkbox"/> Door-to-door canvassing</td> <td><input type="checkbox"/> Outreach to existing community groups</td> </tr> <tr> <td><input type="checkbox"/> House meetings</td> <td><input type="checkbox"/> Surveys</td> </tr> <tr> <td><input type="checkbox"/> Established website and/or social media</td> <td><input type="checkbox"/> Focus groups</td> </tr> </table>		<input type="checkbox"/> Public workshops/meetings	<input type="checkbox"/> Distributed flyers or other printed materials	<input type="checkbox"/> Door-to-door canvassing	<input type="checkbox"/> Outreach to existing community groups	<input type="checkbox"/> House meetings	<input type="checkbox"/> Surveys	<input type="checkbox"/> Established website and/or social media	<input type="checkbox"/> Focus groups						
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5. Applicants utilized at least two (2) of the following activities to actively engage community stakeholders in proposal development: <table border="0" style="width: 100%;"> <tr> <td><input type="checkbox"/> Design charrettes</td> <td><input type="checkbox"/> Established website and/or social media</td> </tr> <tr> <td><input type="checkbox"/> Community-based participatory research</td> <td><input type="checkbox"/> Community benefits agreements</td> </tr> <tr> <td><input type="checkbox"/> Participatory budgeting</td> <td><input type="checkbox"/> Additional activities to provide community stakeholders an opportunity to influence the TCC Proposal development</td> </tr> <tr> <td><input type="checkbox"/> Convened advisory body or shared decision-making body</td> <td></td> </tr> </table>		<input type="checkbox"/> Design charrettes	<input type="checkbox"/> Established website and/or social media	<input type="checkbox"/> Community-based participatory research	<input type="checkbox"/> Community benefits agreements	<input type="checkbox"/> Participatory budgeting	<input type="checkbox"/> Additional activities to provide community stakeholders an opportunity to influence the TCC Proposal development	<input type="checkbox"/> Convened advisory body or shared decision-making body							
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6. Applicants propose to utilize at least four (4) of the following activities to actively engagement community stakeholders during implementation of TCC Plan: <table border="0" style="width: 100%;"> <tr> <td><input type="checkbox"/> Public workshops/meetings</td> <td><input type="checkbox"/> Allocate staff positions focused on community engagement</td> </tr> <tr> <td><input type="checkbox"/> Door-to-door canvassing</td> <td><input type="checkbox"/> Advisory body or shared decision-making body</td> </tr> <tr> <td><input type="checkbox"/> House meetings</td> <td><input type="checkbox"/> Additional activities to provide community stakeholders an opportunity to influence the TCC Proposal development</td> </tr> <tr> <td><input type="checkbox"/> Established website and/or social media</td> <td><input type="checkbox"/> Maintain community engagement throughout the TCC Implementation Plan</td> </tr> <tr> <td><input type="checkbox"/> Conduct surveys</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Conduct focus groups</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Sub-contract with community-based organizations to conduct outreach</td> <td></td> </tr> </table>		<input type="checkbox"/> Public workshops/meetings	<input type="checkbox"/> Allocate staff positions focused on community engagement	<input type="checkbox"/> Door-to-door canvassing	<input type="checkbox"/> Advisory body or shared decision-making body	<input type="checkbox"/> House meetings	<input type="checkbox"/> Additional activities to provide community stakeholders an opportunity to influence the TCC Proposal development	<input type="checkbox"/> Established website and/or social media	<input type="checkbox"/> Maintain community engagement throughout the TCC Implementation Plan	<input type="checkbox"/> Conduct surveys		<input type="checkbox"/> Conduct focus groups		<input type="checkbox"/> Sub-contract with community-based organizations to conduct outreach	
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Criteria: Climate Adaptation and Resiliency 5 Points															
1. Identify the climate change risks and exposures within the Project Area.															
2. Analyzes the impact of climate change risks and exposures on the community.															
3. Analyze the impact of climate change risks and exposures on the built environment															
4. Process to identify and prioritize adaptation measures for addressing risks on vulnerable population															
5. Process to identify and prioritize adaptation measures to increase resiliency of proposed infrastructure projects															
Criteria: Workforce and Economic Development Plan 5 Points															
1. Explain how the Workforce and Economic Development Plan will fund training that leads to career pathways and high-quality jobs for residents of the Project Area and individuals with employment barriers.															

2. Explain how the Workforce and Economic Development plan will lead to the creation of high-quality jobs for residents of the Project Area and individuals with employment barriers in industries related to the TCC projects.	
III. Capacity to Implement	30 Points
Criteria: Financial	10 Points
1. Lead Applicant and Co-applicants demonstrate the experience, financial stability and capacity to manage program funds from multiple sources.	
2. Applicant demonstrates stable funding sources to meet match requirement from more than one source.	
3. The Project achieves leverage funding beyond the fifty percent (50%) match requirement.	
4. The proposed Project budgets clearly show how the grant funds will be spent. Costs are reasonable in proportion to the proposed deliverables and compliant with eligible cost thresholds described in Section II.I Implementation Grant Administration. The budget demonstrates the distinction between funding for Projects and activities ineligible for funding under the TCC Guidelines and CARB Funding Guidelines.	
Criteria: Management and Organization	10 Points
1. Lead Applicant demonstrates organizational capacity to implement TCC Proposal, has experience managing similar programs and has the ability to manage long-term grant implementation.	
2. Co-applicants demonstrate organizational capacity to support Lead Applicant in implementation of TCC Proposal.	
3. Public agency partner demonstrates a strong commitment to support the implementation of projects and policies included in the TCC Proposal.	
4. Work plans are integrated to ensure overall implementation of TCC Plan will be completed during the grant term.	
Criteria: Collaborative Stakeholder Structure	10 Points
1. Lead Applicant and Co-applicants have established work history, sustained community engagement around climate change, and/or experience working with one or more of the following areas: disadvantaged communities, housing and community development, economic development, environmental, and public health issues.	
2. Collaborative Stakeholder Structure is comprised of a diverse representation of residents and key stakeholders (i.e. labor unions, nonprofits, faith-based groups, community based organizations, academics, economic development institutions, workforce development groups, businesses, representatives from local School District, Community College District, and others).	
3. A signed Memorandum of Understanding for the Collaborative Stakeholder Structure that includes all components listed in Section II.A.2.	
4. The Community Engagement Plan discusses how Applicants propose to inform the public of implementation progress and updates on program implementation.	

IV. Projects Assessment	10 Points
1. Proposed Projects address the needs of the TCC Project Area identified in the community engagement plan.	
2. Readiness documentation demonstrates that readiness can be met at the time of application submittal or within one (1) year (e.g. site control, CEQA, permits).	
3. Project designs demonstrate quality, feasibility, integration and compliance with existing infrastructure and plans.	
4. Project budgets are financially feasible.	
5. Project work plans include clear timelines, discrete tasks, and detailed deliverables. Lead entities demonstrate a feasible plan to complete implementation within the grant term.	

6. Projects identify a feasible long-term operations and maintenance plan for during and beyond the grant term.
7. Projects identify potential negative impacts of the projects and propose mitigation strategies.

H. POST-AWARD CONSULTATION

All selected Applicants will be required to participate in a Post-award Consultation phase prior to finalizing the grant agreement that outlines the grant terms. During this Post-award Consultation phase, the State will assist the selected Applicant and Co-applicants to refine the grant agreement and all accompanying attachments to comply with administrative, statutory, and TCC Program requirements. Specifically, the following will be finalized and agreed upon by the parties, consistent with the requirements outlined in Appendix D for all selected Project that will be implemented as part of the TCC Plan:

1. Overall work plan, timeline, and budget including leverage funding;
2. Collaborative Stakeholder Structure and Memorandum of Understanding;
3. Community engagement activities;
4. Eligible/ineligible Project to be funded through TCC, including eligible/ineligible costs;
5. Additional necessary project information or supporting documentation;
6. Project accounting of funds;
7. Metrics and indicator tracking;
8. Reporting process, including frequency and information; and
9. Project review and performance/non-performance corrective action.

Grantees are not allowed to develop a new project during the Post-Award phase. Only projects submitted at the time of application will be evaluated during the post-award consultation phase. The funds allocated to the approved projects cannot be allocated to new projects, and reallocation of funds, if any, to other projects included in the original grant application will be subject to approval by the Council.

I. IMPLEMENTATION GRANT ADMINISTRATION

Grants will be executed between the State of California (State) and the Lead Applicant only. The Lead Applicant will be referred to as the "Grantee" and Co-applicants will be referred to as "Partners". Diagram 2 illustrates the relationship between the Grantee and Partners.

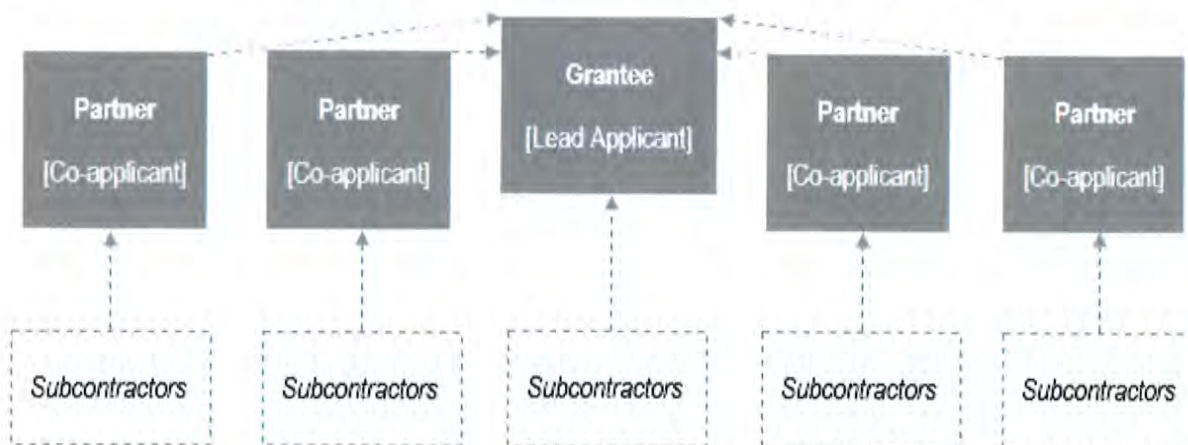
The Grantee will be responsible for compiling and submitting all invoices and reporting documents for themselves and all Partners. Upon receipt of appropriate documentation, TCC funds will be paid to the Grantee, which will be responsible for dispersing payment to Partners, as approved by the State.

Grant Execution and Term

Grant Execution

1. The Applicant will be notified by the State if they have been selected for an Implementation Grant award.

Diagram 2: Grantee/Partner Relationship – Implementation Grants



2. After Grantee selection, the Grantee, Partners, and State will engage in a Post-award Consultation phase to finalize the grant agreement. The State will assist the Grantee and Partners to refine the grant agreement and all accompanying attachments to comply with all administrative, statutory, and TCC Program requirements.
3. After the grant and attachments have been finalized, the Grantee will follow provided instructions for signing all required documents. The Grantee must submit all supporting materials and a signed grant agreement within the timeline provided in the instructions or risk forfeiting the grant award.

Grant Term

1. The grant term begins on the day the State and the Grantee have both signed the completed grant agreement. The State will notify the Grantee when work may proceed. Grantees are responsible for notifying Partners when work may proceed.
2. The end of the grant term will be determined by the State based on the availability of TCC funds and the administrative requirements for liquidation. The grant term is approximately five (5) years from the date of proposal selection, unless otherwise terminated or extended.

Eligible Costs

Direct costs and a portion of Indirect/Overhead costs will be reimbursable with TCC funds. All costs must be reasonable. Indirect costs in excess of a ten percent (10%) cap will not be reimbursable, but may be counted towards the leverage funding requirement. Refer to the definitions below.

1. *Reasonableness*. In addition to being eligible direct or indirect/overhead costs, 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.
 - 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.

2. *Indirect/Overhead costs may account for up to ten percent (10%) of the awarded TCC funds.* Indirect/Overhead costs are costs of doing business that are of a general nature. These costs are not directly tied to the grant but are necessary for the general operation of the organization. Indirect/Overhead costs include, but are not limited to:
 - a. Personnel costs associated with administrative, supervisory, legal, and executive staff.
 - b. Personnel costs associated with support units, including clerical support, housekeeping, etc.
 - c. Operating expenses and equipment costs not included as part of direct project costs.

3. *Direct costs will be reimbursable with TCC funds.* Direct costs are defined as costs directly tied to the implementation of the grant agreement including, but not limited to: personnel costs, operating expenses, subcontracts, equipment costs, travel expenses, etc. In addition, Grantees must adhere to the following requirements:
 - a. Predevelopment Costs
 - i. *Predevelopment 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.
 - ii. Predevelopment costs include, but are not limited to soft costs such as those incidentally but directly related to construction or project plans, specifications and estimates including but not limited to, planning, engineering, construction management, architectural, and other design work, environmental impact reports and assessments, appraisals, legal expenses, and necessary easements.
 - b. Equipment, Vehicles, and Infrastructure
 - i. *Equipment.* For any equipment purchased or built equipment with funds that are reimbursable as a direct cost of the TCC Project, as determined by SGC, the title to such equipment will vest in the State. On completion or early termination of the Grant Agreement, the State will either require that the equipment be returned or authorize the continued use of such equipment at the Project Area; in making that determination, the State will consider the useful life of the equipment, and the Grantee may be required to refund the State for equipment that continues to have a usable life, but is no longer required for Project implementation. Grantee will be required to maintain an inventory record for each piece of



non-expendable equipment purchased or built with funds provided under the terms of a Grant Agreement.

- ii. *Vehicles.* For any vehicles acquired with funds that are reimbursable as a direct cost of the TCC Project, the title will vest to the Grantee, Lead Entity, or Subcontractor, as applicable. Vehicles acquired, including, but not limited to, bicycles, cars, buses, vans, rail passenger equipment, must be maintained in a state of good repair and dedicated to the described use during the grant term and to public transportation use for their full useful life.
 - iii. *Infrastructure.* For any rights of way, real and personal property, leases, improvements and infrastructure funded as a reimbursable direct cost of the TCC Project, the title or leasehold will vest to the Grantee or Lead Entity, as applicable. Each site acquired or improved upon with TCC funding must be maintained in a state of good repair and remain permanently dedicated to the described use.
 - iv. If the ownership or use of equipment, vehicles, or infrastructure changes to a use not in accordance with the Guidelines or Grant Agreement, the Grantee may be required to reimburse the State in a manner determined by the SGC.
4. *Travel reimbursements must adhere to the State rates and conditions established on the CalHR website³⁹, with the exception of "Incidentals" and out of state travel, which will not be reimbursable under this grant.*
 5. *Community Engagement costs may account for up to eight percent (8%) of awarded funds. Costs related to community engagement and outreach should be reasonable relative to the budget for the individual TCC Project. Costs related to community engagement and outreach activities will not be considered as an administrative cost. These costs can be spent during the first year of the grant term to meet Projects readiness requirements.*

The SGC recognizes that many effective strategies for conducting community engagement and outreach are cost-intensive. Funding requests that exceed the eight percent (8%) cap will be reviewed on a case-by-case basis during the Post-award Consultation phase. Applicants are encouraged to use leveraged funding for community engagement activities that do not meet the above criteria and costs that are considered ineligible. Additionally, the SGC will work with selected Grantees to identify additional sources of leveraged funding to support community engagement costs associated with the ongoing Implementation of the TCC Plans.

Community Engagement costs may include, but are not limited to:

- a. Preparation of outreach materials including printings and mailings;
- b. Staff time dedicated for community outreach and education;
- c. Translation for meetings or written materials;
- d. Educational events and training programs that develop public awareness of the TCC Projects, examples include but are not limited to:
 - i. Programs to promote Active Transportation or Transit Ridership (i.e. Pedestrian and bicycle safety education programs, bicycle clinics, outreach efforts to increase awareness and understand the needs of active transportation users, education and marketing of transit subsidy programs)
 - ii. Programs that develop public awareness of the need for expanding and managing urban and forest resources such as urban forestry education center tied to an urban forestry project.

³³ Travel Reimbursements. CalHR. <<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>>



6. *Workforce and Economic Development Plan costs may account for up to five percent (5%) of awarded TCC Funds. Workforce Development costs may include, but are not limited to:*
- a. Instructor salaries, wages, and stipends
 - b. Trainee salaries, wages, and stipends
 - c. Cost of tools, materials, or equipment necessary to perform training
 - d. Rental costs for facilities required to perform training. (Applicants are encouraged to seek access to free or low-cost facilities through partnerships with community facilities where possible.)
 - e. Public transit subsidies for low-income, disabled, or other participants with accessibility or transportation challenges
7. *Indicator tracking costs*

All Applicants are required to budget at minimum of 3% of total requested funding for required indicators. Of the 3%, a minimum of 1% must be allocated for the Applicant to provide support to contracted evaluators, and a minimum of 2% must be allocated to contracted evaluators that are pre-approved by the SGC through competitive process to conduct required indicator data collection and tracking activities.⁴⁰ A list of required indicators will be provided during the Post-award consultation.

Ineligible Costs

The following are ineligible costs under the TCC Program:

1. Indirect costs in excess of ten percent (10%) of the awarded TCC funds.
2. Displacement Avoidance Plan must be paid for with leverage funding only.
3. Climate adaptation and resiliency planning activities must be paid for with leverage funding only. Implementation measures and design features that mitigate climate change impacts are fundable as direct project costs.
4. Community Engagement
 - a. Childcare related costs
 - b. Food and refreshments
 - c. Participant incentives, such as stipends, door prizes, etc.
 - d. General Meetings that do not specifically discuss or advance implementation of the TCC Project
5. Workforce and Economic Development
 - a. Programs that provide workforce readiness skills (i.e. "soft skills" training) but are not directly linked to employment credentials or pathways
 - b. Work-appropriate clothing or attire (other than essential equipment and safety wear)
 - c. Childcare related costs
 - d. Food and refreshments

⁴⁰ A list of pre-approved contractors to conduct required indicator data collection and tracking activities will be posted on the SGC website.

- e. Participant incentives, such as stipends, door prizes, etc.
6. Additional Ineligible Costs
- a. Lobbying
 - b. Advocacy work
 - c. Commission fees
 - d. Ongoing operational costs beyond the grant term
 - e. Supplantation of funds
 - f. Using funds for mitigation activities that are already mandated
 - g. Ceremonial expenses (including food and beverages)
 - h. Expenses for publicity not related to the TCC Plan implementation
 - i. Bonus payments of any kind
 - j. Damage judgments arising from the acquisition, construction, or equipping of a facility, whether determined by judicial process, arbitration, negotiation, or otherwise
 - k. Services, materials, or equipment obtained under any other State program
 - l. Real estate brokerage fees and/or expenses
 - m. Stewardship of legal defense funds

During the Post-award Consultation phase, the State and the Grantee will review all costs outlined in the budget for eligibility. When the Grantee submits the Application, the Grantee certifies that costs are eligible to the best of their knowledge.

Disbursement and Accounting of Funds

1. Grant funds cannot be disbursed until the Grant Agreement has been fully executed.
2. Grantees must invoice the State based on clear deliverables outlined in the Grant Agreement. Only approved and eligible costs approved during the Post-award Consultation and incurred for work completed during the grant term will be reimbursable. Costs do not need to be paid by the Grantee and Partners, but the work must be completed prior to requesting reimbursement.
3. Funds may be disbursed through different mechanisms, including, but not necessarily limited to loans and reimbursement-based invoices. The disbursement process and schedule for all Projects will be finalized during the Post-award Consultation phase.
 - a. For Affordable Housing Development Projects that include Affordable Housing Development (AHD) Capital Projects, funds will be provided as a secured loan for permanent financing to the sponsor of the Affordable Housing Development and pursuant to the same underwriting requirements and loan terms as the Affordable Housing and Sustainable Communities program. Funds for AHSC Projects that include Sustainable Transportation (STI) Capital Projects, Transportation Related Amenities (TRA), Housing Related Infrastructure Capital Projects (HRI), and Programs (PGM) will be disbursed as reimbursable grants.
4. Grantees must submit an invoice on a bi-monthly basis (every 2 months) for reimbursement. The invoicing package will include an invoice, supporting documentation, and a progress report according to the invoicing requirements in the grant agreement.
5. Grantees must compile supporting documentation for all grant-related expenses for themselves and all Partners. Invoices without adequate supporting documentation for all costs will not be paid.



- a. TCC Funds:
 - i. Direct costs: Supporting documentation for the use of grant funds must be submitted to the State. Invoices without adequate supporting documentation may not be paid.
 - ii. Indirect/Overhead costs: The Grantee must retain supporting documentation of indirect/overhead costs that will be made available to the state upon request.
 - b. Leveraged Funds: The Grantee must retain supporting documentation of leveraged funds that will be made available to the State upon request.
6. Supporting documentation must contain sufficient information to establish that the specific service was rendered or purchase was made. Supporting documentation may include, but is not limited to: copies of proof of purchase receipts, sufficiently detailed subcontractor invoices, activity logs, timesheets, or cancelled check(s). Original supporting documentation will not be required but should be retained by the Grantee.
 7. Each invoice must be accompanied by appropriate reporting materials. Invoices without the appropriate reporting materials will not be paid.
 8. The State may withhold ten percent (10%) of each invoice, to be paid once the State has determined that the grant terms have been fulfilled.
 9. Reimbursement may be subject to an on-site inspection.

Prevailing Wage Requirements

TCC-funded projects may be subject to [State Prevailing Requirements, pursuant to Section 1700 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.

1. Grantee must ensure the following on "public work" activities under this Grant Agreement:
 - a. Prevailing wages are paid;
 - b. The project budget for labor reflects these prevailing wage requirements; 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.
2. Grantee shall ensure that its Partners and Subcontractors, if any, also comply with prevailing wage requirements. Grantee shall ensure that all agreements with its Partners and Subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects.
3. The Department of Industrial Relations (DIR) is the primary resource for consultation on the requirements of California prevailing wage law.
4. Grantee can identify the rates for prevailing wage on the Department of Industrial Relations (DIR) website⁴¹. Grantee may contact DIR for a list of covered trades and the applicable prevailing wage.
5. 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.

⁴¹ California Department of Industrial Relations, July 2018. <<http://www.dir.ca.gov>>



6. If Grantee has questions about this contractual requirement, recordkeeping, apprenticeship or other significant requirements of California prevailing wage law, it is recommended the Grantee consult DIR and/or a qualified labor attorney.

Administrative Reporting Requirements

The Grantee will be subject to the following reporting requirements:

1. The Grantees must adhere to the indicator reporting requirements outlined in section II.B.1 of the Guidelines.⁴² The Grantees will be required to report semi-annually Program-wide indicators and reporting intervals will be finalized during the Post-award Consultation phase.
2. Progress Reporting:
 - a. Bi-monthly and Annual Progress Reports: The Grantee must provide progress reports regarding the implementation of the approved work plan, and progress on the Goals identified for each Strategy.
 - b. Leveraged Funds: The Grantee must report the expenditure of leveraged funds on an annual basis.
 - c. When the Grantee submits reports and invoices, the Grantee certifies that work has been completed and costs are eligible per the Guidelines and Grant Agreement.
3. Leveraged Funds: The Grantee must report the expenditure of leveraged funds on an annual basis.

When the Grantee submits reports and invoices, the Grantee certifies that work has been completed and costs are eligible per the Guidelines and Grant Agreement.

Publicity Requirements

TCC Grantees are required to use the SGC and CCI names and/or logos for all publications, websites, signage, invitations, and other media-related and public-outreach products related to the TCC grant. See Appendix F, "Publicity Requirements, for requirements".

Review and Performance

All records, physical and electronic, must be adequately protected from loss, damage, or destruction for possible audit(s). The 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 the 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 performance of the Grant Agreement.

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

⁴² See CARB project-specific reporting templates at: www.arb.ca.gov/ccl-resources

2. The State retains the right to conduct an audit each year during the grant term and up to four (4) years after all terms under the Grant Agreement are fulfilled.
3. The State may require recovery of payment from the Grantee, issue a stop work order or terminate the Grant Agreement, as warranted, based on an audit finding, or any other remedies available in law or equity.

Remedies for Non-Performance

SGC has sole discretion to determine if Grantee is performing in accordance with the Grant Agreement. Non-performance issues can include, but are not limited to: misuse of funding for ineligible expenses; failure to comply with Guidelines or requirements, inability to meet performance requirements or schedule milestones, and/or failure to comply with the terms and conditions of this Grant Agreement.

1. The State will notify Grantee, in writing, if non-performance is determined, and will provide instructions and a timeline to rectify all cases of non-performance.
2. Grantee must respond to a determination of non-performance within thirty (30) days either by a) acting on corrective actions, or b) disputing the State's findings.
3. The State, without waiver of other rights or remedies, may require the Grantee to re-perform any actions defined in this Grant Agreement if determined to be not performed in accordance with the Grant Agreement. The State may withhold any payments due to Grantee until the Grantee brings the individual project or TCC Project back into full compliance. Costs and expenses for these actions shall be borne by Grantee.
4. The State has the right to issue a Stop Work Order for an individual project or the TCC Project and suspend payments to the Grantee. The State reserves the right to issue a Stop Work Order if there is a breach in the leveraged funding commitments that put components of the Project at risk of not being completed.
5. Both the Grantee and State have the right to terminate the Grant Agreement at any time upon thirty (30) days written notice. The written notice shall specify the reason for early termination and may permit the State or the Grantee to rectify any deficiency(ies) prior to the termination date.



III. PLANNING GRANT PROGRAM REQUIREMENTS

Funding for this program was allocated from the SGC's Sustainable Communities Planning Grants and Incentives Program, which is funded through Proposition 84. The Planning Grants are intended to fund planning activities in disadvantaged communities that may be eligible for future TCC Implementation Grants.⁴³ Planning activities should focus on responding to planning issues or priorities that directly benefit vulnerable communities,⁴⁴ and that are defined either within an existing regional or local plan, or further the development of an area to be eligible to apply for a future TCC Implementation Grant.

In order to support areas that may be eligible for future rounds of TCC Implementation grants, Planning Grant eligibility extends to communities in the top 25% DACs and unincorporated areas. The total available amount is \$800,000 and four planning grants of \$200,000 each will be awarded. The grant term will be approximately one year, unless extended.

A. APPLICANT AND PLANNING AREA REQUIREMENTS

1. Eligible Applicants who may compete in the Planning Grants program include cities, counties, metropolitan planning organizations, joint powers authorities, regional transportation planning agencies, councils of government, or combinations thereof. The SGC strongly encourages submittal of proposals comprised of meaningful, actionable internal and external collaboration that demonstrates a commitment to the proposal from multiple organizations.
2. There must be a minimum of two (2) joint Partners on the project. Priority in scoring will be given to Applicants that are able to demonstrate strong and diverse partnerships, including with community-based organizations and other stakeholder groups.
3. Applicants must define a Planning Area comprised of Census Tracts that rank within the top twenty-five (25) percent disadvantaged communities, per CalEnviroScreen 3.0. Planning Areas may be located in an incorporated city or an unincorporated area of a county or both. Applicants will be required to submit a map of the Planning Area that will be the focus of the application's activities. Refer to Appendix C for more information about the TCC Mapping Tool.
4. The Applicant should propose planning activities that are consistent with a regional plan, such as a Sustainable Communities Strategy, as well as with a local planning document (e.g., a General Plan, Specific Plan, Community Plan area, zoning code update, a Regional Transportation Plan, or Climate Action Plan).

B. PROGRAM OBJECTIVES

1. Applicants must explain how the proposed planning activities will advance the objectives prioritized in local adopted plans and promote the Transformative Climate Communities Program's Objectives, See Section II. D.
2. Applicants must explain how the planning process furthers a neighborhood's ability to meet one or more of the Implementation Grant's Transformative Requirements, See Section II.B, should that neighborhood decide to apply for an Implementation Grant or a related California Climate Investment program in the future. Specifically, Applicants will describe how engaging in a particular task will:

⁴³ Communities selected for a TCC Planning Grant are not guaranteed eligibility for future TCC Implementation Grants or other CCI programs. See Appendix C for a list of CCI programs.

⁴⁴ See Appendix A for the definition of vulnerable communities/populations.

- a. Consider the risks, and develop potential policies and programs to avoid displacement of the Planning Area's current residents and businesses.
 - b. Design or enhance innovative and meaningful community engagement programs and practices that will be built upon the input and expertise of community stakeholders – including local public agencies, community-based organizations, workforce development boards, and other stakeholders.
 - c. Enhance the Planning Area's potential to secure leveraged funds that are required for the TCC Implementation Grant proposal.
 - d. Identify opportunities to reduce GHG emissions.
 - e. Identify the impacts of climate change risks and exposures on the community, including vulnerable populations, and infrastructure/natural systems, and describe measures that will be taken to adapt and respond to anticipated impacts.
 - f. Identify the Planning Area's needs for economic development and career pathways for high quality jobs. Plan for new or enhanced workforce development and training programs.
3. Applicants must demonstrate consistency with the State's Planning Priorities, summarized below, and identified in [Section 65041.1 of the Government Code](#). These priorities are intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety in the state, including urban, suburban, and rural communities.
- a. Promote infill development and equity by rehabilitating, maintaining, and improving existing infrastructure.
 - b. Protect, preserve, and enhance environmental and agricultural lands and natural and recreational resources.
 - c. Encourage location- and resource-efficient new development.

C. APPLICATION AND SCORING

Application Submission Requirements

1. A proposed budget and timeline accompanied by a description of all planning activities to be completed.
2. A joint work plan that includes:
 - a. Identification of a Lead Applicant and Co-applicants,
 - b. Summary of the project tasks to be performed by the Lead Applicant and Co-applicants,
 - c. Letters of intent detailing each Co-applicant's participation in proposed activities,
 - d. Letters of support from the adopting agency of the plan to be implemented and local and/or regional governments and agencies that will be involved in the planning processes, and
 - e. Resolution from the public agency that will be serving as the Lead Applicant. The resolution should include an authorization to apply for and if awarded accept a TCC Planning Grant and authority to execute all related documents.

Scoring Criteria

Applications will be scored based on the extent to which the proposed planning activities will increase the likelihood that Applicants are competitive for Implementation Grant or California Climate Investment funding. Applications will be evaluated and scored based on the following criteria.

Planning Grants Scoring Criteria		100 Points
Criteria: Program Objectives and Transformative Requirements		30 Points
1.	Whether the Applicant provides a suitable regional and/or local plan to define the Planning Area, and/or indicates which neighborhoods within the Planning Area will be the focus of planning activities.	
2.	Extent to which the proposed planning activities focus on improving outcomes for vulnerable residents within the Planning Area comprised of disadvantaged Census Tracts that rank within the top five percent (25%) of CalEnviroScreen 3.0.	
3.	Extent to which the proposed planning activities are consistent with the state's Planning Priorities, including promoting infill development, preserving agricultural lands, and encouraging location and resource-efficient new development.	
Criteria: Transformative Requirements		50 Points
<i>Proposals are not required to address the entire list of TCC Implementation Grant transformative requirements. Proposals may be awarded points based on both the number of transformative requirements addressed, as well as the extent to which each transformative requirement is incorporated into the planning activities.</i>		
4.	Extent to which the proposed planning activities will assist the Applicant in meeting the TCC Implementation Grant requirements related to displacement .	
5.	Extent to which the proposed planning activities will assist the Applicant in meeting the TCC Implementation Grant requirements related to community engagement .	
6.	Extent to which the proposed planning activities will assist the Applicant in meeting the Implementation Grant requirements related to leverage funding .	
7.	Extent to which the proposed planning activities will increase the potential for future GHG emissions reduction opportunities .	
8.	Extent to which the proposed planning activities will assist the Applicant in meeting the TCC Implementation Grant requirements related to climate adaptation and resiliency .	
9.	Extent to which the proposed planning activities will assist the Applicant in meeting the TCC Implementation Grant requirements related to workforce and economic development .	
Criteria: Organizational Capacity		20 Points
10.	Extent to which the Applicant demonstrates readiness and capacity to implement the proposed work on time and within budget.	
11.	Extent to which the Applicant proposes strong and diverse partnerships for implementing the planning activities.	

D. EXAMPLES OF ELIGIBLE PROJECTS

Proposals should implement specific identifiable actions found in an adopted land use plan. These activities may include but are not limited to:

1. Evaluating, updating, and streamlining various policies and codes currently enforced by the Planning Department and other local departments (e.g., public works, health and safety, fire, parks and open space, etc.).
2. Completing fiscal analyses and studies, such as conducting a fiscal impact analysis to understand long-term service costs of future development, and determine fee structures.

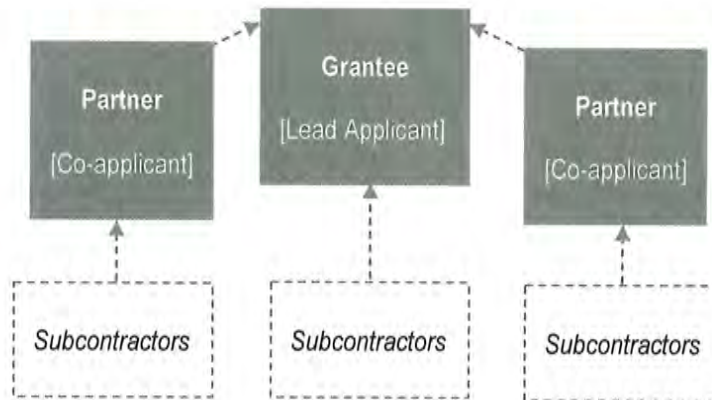


3. Building capacity both internally, among staff and departments, as well as externally, among stakeholders including the development of collaborative and partnerships that connect land use development with environmental, economic and social justice priorities.
4. Preparing climate action and climate adaptation plans.
5. Designing or enhancing community engagement that results in innovative and meaningful programs and practices built upon the input and expertise local public agency staff, community-based organizations, workforce development boards, and overburdened individuals and groups.

E. PLANNING GRANT ADMINISTRATION

Grant agreements will be executed between the Department of Conservation (Department) and the Lead Applicant only. The Lead Applicant will be referred to as the "Grantee" and Co-applicants will be referred to as "Partners". Diagram 3 illustrates the relationship between the Grantee and Partners.

Diagram 3: Grantee/Partner Relationship – Planning Grants



The Grantee will be responsible for compiling and submitting all invoices and reporting documents for themselves and all Partners. Grantees will submit for reimbursements to the Department based on actual cost incurred made by themselves and their Partners.

Grant Execution and Term

1. The Grantee will be notified by the State if they have been selected for a grant award.
2. After the Grant Agreement and attachments have been finalized, the Grantee will follow provided instructions for signing all required documents. The Grantee must submit all supporting materials and a signed grant agreement within the timeline provided in the instructions or risk forfeiting the grant award.
3. The grant term begins on the day the Department and the Grantee have both signed the completed grant Agreement. The Department will notify the Grantee and Partners when work may proceed.
4. The end of the grant term will be determined by the State based on the availability of grant funds and the administrative requirements for liquidation. The anticipated grant term is approximately one year, unless extended.

Eligible Costs

1. *Direct costs incurred during the grant term and specified in the Grant Agreement will be eligible for reimbursement.* Direct costs are defined as costs directly tied to the implementation of the Grant Agreement including, but not limited to: personnel, supplies, or travel expenses directly tied to the implementation of the grant. Grantees must adhere to the following requirements:
 - a. Travel reimbursements must adhere to the State rates and conditions established on the CalHR website⁴⁵, with the exception of "Incidentals" and out of state travel, which will not be reimbursable under this grant.
 - b. Subcontractor procurement processes must adhere to local requirements.
2. *Indirect/Overhead costs may account for up to ten percent (10%) of the awarded TCC funds.* Indirect/Overhead costs are costs of doing business that are of a general nature. These costs are not directly tied to the grant but are necessary for the general operation of the organization. Indirect/Overhead costs include, but are not limited to:
 - a. Personnel costs associated with administrative, supervisory, legal, and executive staff.
 - b. Personnel costs associated with support units, including clerical support, housekeeping, etc.
 - c. Operating expenses and equipment costs not included as part of direct project costs.

Ineligible Costs

The following costs are ineligible under the TCC Program:

1. *Indirect/Overhead costs in excess of ten (10) percent of the awarded TCC funds are not reimbursable.*
2. Community Engagement
 - a. Childcare related costs
 - b. Food and refreshments
 - c. Participant incentives
 - d. General Meetings that do not specifically discuss or advance implementation of the TCC Project

Payment and Accounting of Grant Funds

1. Grant funds cannot be disbursed until the Grant Agreement has been fully executed.
2. Grantee must bill the State based on clear deliverables outlined in the grant agreement. Only approved and eligible costs incurred for work completed during the grant term will be reimbursable. Costs do not need to be paid by the Grantee and Partners, but the work must be completed prior to requesting reimbursement.
3. Grant fund payment will be made on a reimbursement basis; advance payments are not allowed. The Grantee and Partners must have adequate cash flow to pay all grant-related expenses prior to requesting reimbursement from the Department. Project invoices will be submitted to the Department by the Grantee on a quarterly basis.

⁴⁵ Travel Reimbursements. CalHR. <<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>>



4. The Grantee will be responsible for compiling supporting documentation from all Partners before submitting to the Department. Invoices without adequate supporting documentation for all costs will not be paid.
5. Supporting documentation may include, but is not limited to: purchase orders, receipts, progress payments, subcontractor invoices, time cards, etc.
6. Each invoice must be accompanied by appropriate quarterly reporting materials. Invoices without the appropriate reporting materials will not be paid. The Department will withhold ten percent (10 %) of each invoice, to be paid once the State has determined that the grant terms have been fulfilled.

Accounting Records and Audits

1. The Grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the attached Work Plan and Budget. Separate bank accounts are not required.
2. The Grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), financial records of expenditures incurred during the course of the Project in accordance with generally accepted accounting principles, including matching funds that may be required.
3. The Grantee agrees that the state or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement.
4. The Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated.
5. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
6. Partners and Subcontractors employed by the Grantee and paid with moneys under the terms of this Grant Agreement shall be responsible for maintaining accounting records as specified above.
7. The Grantee agrees to include a similar right of the state to audit records and interview staff in any subcontract related to performance of this Grant Agreement.

Publicity Requirements

TCC Grantees are required to use the SGC and CCI names and/or logos for all publications, websites, signage, invitations, and other media-related and public-outreach products related to the TCC grant. See Appendix F, "Publicity Requirements, for requirements".

Remedies for Non-performance

In the event that it is determined at the sole discretion of the state that the Grantee is not meeting the terms and conditions of the Grant Agreement, immediately upon receiving a written notice from the Department or the SGC to stop work, the Grantee shall cease all work under this Grant Agreement. The state has the sole discretion to determine that the Grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the Grantee to resume work under this Grant Agreement.



Both the Grantee and the Department have the right to terminate this Grant Agreement at any time upon thirty (30) days written notice. The notice shall specify the reason for early termination and may permit the Grantee or the Department to rectify any deficiency(ies) prior to the early termination date. The Grantee will submit any requested documents to the Department within thirty (30) days of the early termination notice.

IV. TECHNICAL ASSISTANCE AND SUPPORT

The SGC recognizes that the State's most disadvantaged and low-income communities may lack the capacity and institutional resources to seek competitive grants, and may not be prepared to apply to the Program or to develop and implement TCC Proposals. To support the development of competitive applications for the Program, the SGC will offer Technical Assistance (TA) to eligible Applicants for the TCC Implementation Grants in two (2) phases:

Phase 1: Application

Phase 2: Implementation

All TA will be provided through third-party Technical Assistance Providers selected by the SGC. Application TA and Implementation TA are required for those Applicants that qualify for TCC Application and for those who receive Implementation Grants, respectively. Receiving Application TA does not guarantee that an Applicant will be awarded an Implementation Grant.

Additionally, training to fill out the FFAST application during the Application will be provided by the California State Water Resources Control Board.

A. PHASES FOR TECHNICAL ASSISTANCE

Phase 1: Application

Applicants submitting Applications are required to receive TA. Application TA activities include, but are not limited to:

- Support on information required for running Quantification of GHG reductions;
- Direct application assistance, including review of responses and application coordination;
- Financial analysis and budget development;
- Identification of Project, integration of Projects, and cost estimates;
- Assessment of project readiness; and
- Geographic Information System mapping assistance.

Previous TCC Applicants will receive targeted technical assistance to adapt the previously submitted application to updated guidelines requirement and application format.

Phase 2: Implementation

Applicants awarded Implementation Grants will receive Implementation TA and other technical support from representatives of the SGC, the Department, CARB and other State entities throughout the implementation of their TCC Proposal for a timeframe to be determined by the SGC. Implementation TA activities include, but are not limited to:

- Finalization of TCC Proposal scope;
- Finalization of Indicator Tracking Plan to track GHGs and other required Indicators;
- Finalization of Community Engagement Plan;
- Finalization of Displacement Avoidance Plan; and



- Implementation of Project.

Additional support conducted by the SGC may include but is not limited to: assistance in attracting and leveraging additional financing, assistance developing and promoting workforce and economic development, and assistance strengthening organizational capacity to integrate implementation efforts.



V. APPENDICES

- A. Terms and Definitions
- B. California Climate Investment Programs
- C. TCC Mapping Tool for Eligible Project Areas and Planning Areas
- D. TCC Funded Projects, Eligibility, and Requirements by Strategy
- E. Other State Funding and Resources
- F. Publicity Guidelines



Appendix A: Terms and Definitions

Applicant(s)	Applicants are entities that apply for TCC grants and may include but are not limited to: community-based organizations, local governments, nonprofit organizations, philanthropic organizations and foundations, faith-based organizations, coalitions or associations of nonprofit organizations, community development finance institutions, community development corporations, joint powers authorities, and/or tribal governments. Lead Applicants and Co-applicants are collectively referred to as "Applicants." See definitions for "Lead Applicant" and "Co-applicant".
Application or Grant Application	A submittal comprised of responses and supporting documents to apply for the either an Implementation or Planning Grant. Applications for TCC grants are submitted online through the Financial Assistance Application Submittal Tool (FAAST).
Awarded	An agency commits funding to implement projects (e.g., executed a grant agreement with a Grantee; transferred funds to another agency or program administrator).
CARB	The California Air Resources Board was established by the California Legislature in 1967 to attain and maintain healthy air quality, conduct research into the causes of and solutions to air pollution, and implement measures to reduce air pollution caused by motor vehicles, the major cause of air pollution in the State. CARB provides funding guidance to state agencies that implement California Climate Investment programs, such as the TCC Program.
California Climate Investments (CCI)	Programs funded through the Greenhouse Gas Reduction Fund using auction proceeds from the Cap-and-Trade Program and administered by state agencies in transportation, energy, natural resources, and waste sectors. These programs fund projects that provide greenhouse gas reductions and other important co-benefits to California, including benefits to residents of disadvantaged communities, low-income communities, and low-income households.
Climate Adaptation	Adaptation to climate change refers to adjustment in natural or human systems in response to actual or expected climatic stimuli or their effects, which moderates harm or exploits beneficial opportunities. ⁱ
Climate Resiliency	Resiliency as it relates to climate change is the capacity of any entity – an individual, a community, an organization, or a natural system – to prepare for disruptions, to recover from shocks and stresses, and to adapt and grow from a disruptive experience. ⁱⁱ
Co-applicant	Entities other than the Lead Applicant that enter into a partnership with other organizations for the purpose of applying for a TCC grant.
Community-based Organizations	A public or private nonprofit organization of demonstrated effectiveness that is representative of a community or significant segments of a community, and provides educational or related services to individuals in the community. ⁱⁱⁱ
Community Engagement	The process of working collaboratively with and through groups of people affiliated by geographic proximity, special interest, or similar situations to address issues affecting the well-being of those people. ^{iv}
Direct Costs	Costs directly tied to the implementation of the TCC grant, including, but not limited to: personnel costs, operating expenses, subcontracts, equipment costs, travel expenses, etc. For Implementation Grants, Applicants should refer to Section II.I, Implementation Grant Administration, and Appendix D for eligible cost requirements. For Planning Grants, Applicants should refer to Section III.E, Planning Grant Administration.



Appendix A: Terms and Definitions

Displacement	<p>Residential displacement is considered to be occurring when households are forced to move from, or are prevented from moving into a Project Area, which was previously accessible to them due to conditions that:</p> <ol style="list-style-type: none"> a. Are beyond the reasonable ability of households to control or prevent (e.g., rent increases); b. Occur despite households having met all previously imposed conditions of occupancy; and c. Make continued occupancy by households impossible, hazardous, or unaffordable. <p>Displacement can result from gentrification when neighborhoods become financially out of reach for people or can occur at earlier stages through disinvestment, increasing vacancies and facilitating demographic turnover.^v</p> <p>Displacement manifests itself in many forms, from physical (i.e., evictions or service disruption) to economic (i.e., very high and/or frequent rent increases and sharp increases in housing costs relative to comparable neighborhoods).</p>
Element	<p>Elements are distinct Project components that are fundable under the TCC Program. Elements can be classified as quantifiable or non-quantifiable per CARB's quantification methodologies for estimating greenhouse gas reductions for the CCI Program. Projects proposed with quantifiable elements can count their respective Project toward TCC proposal readiness at the time of Application. See Appendix D for TCC fundable elements.</p>
Enforceable Funding Commitments	<p>A funding requirement for affordable housing project. These projects must demonstrate a level of committed funding that is 0.90 or greater by the following equation:</p> $\frac{\text{Project funds requested} + \text{Enforceable Funding Commitments (EFCs)} - \text{Deferred Costs}}{\text{Total Development Cost} - \text{Deferred Costs}}$
Grant Agreement	<p>Arrangement between the State and grantee specifying the payment of funds to be used for grants and/or loans, or a combination by the State for the performance of specific TCC Program Objectives within a specific grant performance period by the grantee.</p>
Grantee	<p>Designated Lead Applicant that has an agreement for grant funding with the State.</p>
Greenhouse Gases (GHG)	<p>Any gas that absorbs infrared radiation in the atmosphere. Greenhouse gases include, but are not limited to, water vapor, carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), hydrochlorofluorocarbons (HCFCs), ozone (O₃), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), and sulfur hexafluoride (SF₆).</p>
Greenhouse Gas Reduction Fund (GGRF)	<p>Fund established via SB 1018 to receive the State's portion of proceeds from the quarterly Cap-and-Trade auctions.</p>
High Quality Jobs	<p>Job quality varies across industry, occupation, and region. Indicators of high quality jobs include: decent wages (family-sustaining jobs with prevailing wage or entry-level work with clearly defined routes to advancement into higher-wage jobs), benefits (like paid sick and vacation), adequate hours and predictable schedules, access to training, occupational health and safety, worker representation or right to organize, and no employer or subcontractor record of wage theft or other violations of labor law.</p>



Appendix A: Terms and Definitions

Implemented	Final funding recipient receives funds and the Project has attributable GHG and disadvantaged and low-income community benefits to the Project Area.
Implementation Grant	Fund for the development of neighborhood-level proposals, which include multiple, coordinated greenhouse gas emissions reduction projects that provide local economic, environmental, and health benefits.
Indicators	Quantitative measures, including project-related metrics that show changes in conditions over a period of time.
Indirect/Overhead Costs	Expenses of doing business that are of a general nature. These costs are not directly tied to the grant but are necessary for the general operation of the organization. Examples of indirect costs may include, but are not limited to: personnel costs associated with administrative, supervisory, legal, and executive staff; personnel costs associated with support units, including clerical support, housekeeping, etc.; and operating expenses and equipment costs not included as part of direct project costs. This definition supersedes any definition of indirect costs provided by other California Climate Investment programs.
In-kind Goods and Services	Non-cash donations from governmental or private sources, and includes volunteer labor, materials and services.
Lead Applicant	An entity that enters into a partnership with other organizations for purpose of applying for a TCC grant and has been designated as the lead organization for the partnership.
Lead Entity	The Lead Applicant or Co-applicant responsible for leading the implementation of a specific Project.
Memorandum of Understanding (MOU)	An MOU is an agreement between two or more parties that is not legally binding, but which outlines the responsibilities of each of the parties to the agreement. An MOU is often the first step toward creating a legally binding contract.
Multi-stakeholder Partnerships	An association of stakeholders joined as partners to collectively develop a TCC Proposal. This association must be coordinated by a Lead Applicant and governed by a collaborative governance structure.
Nonprofit Organizations	Any nonprofit corporation qualified to do business in California, and qualified pursuant to subdivision (c)(3) under Section 501 of the Internal Revenue Code.
Operational	Project has reached a specified milestone and benefits from the investment are accruing.
Participatory Budgeting (PB)	Participatory Budgeting (PB) is a democratic approach to public spending that meaningfully and deeply engages people in government and the community. During PB, community members democratically decide how to spend part of a public budget, enabling them to make the fiscal decisions that affect their lives and the health of their communities. In the process, the community identifies priority needs and develops a range of alternatives to address those needs. PB is especially appropriate in low-income communities and communities of color that have been traditionally disenfranchised from transportation decision making processes. More information on PB process and resources can be accessed at: https://www.participatorybudgeting.org/what-is-pb .



Appendix A: Terms and Definitions

Partner	Entities other than the Grantee that enter into a partnership with the grantee and other organizations for the purpose of implementing TCC grant activities.
Planning Grant	Fund for planning activities that implement local and regional land use plan and foster the development of sustainable communities. These activities are intended to support communities to become eligible for future implementation grant awards.
Planning Area	Refers to the boundary for Planning Grants. Planning Areas must be comprised of Census Tracts that rank within the top 25 percent of disadvantaged communities per CalEnviroScreen 3.0. Planning Areas may be located in an incorporated city, an unincorporated area of a county, or both.
Post-award Consultation	Prior to execution of the grant agreement, period where terms and conditions of the grant agreement are determined and finalized.
Program Objectives	Program objectives are statements that describe the desired outcomes of the program. The TCC Program includes the following three program objectives: greenhouse gas reduction, public and environmental benefits, and economic opportunity and shared prosperity.
Project Area	Refers to the boundary for Implementation Grants. A contiguous area that is no larger than approximately five-square miles and is within one incorporated city's jurisdiction. At least 51% of the Project Area must overlap census tracks within the top 5 percent of disadvantaged communities identified per CalEnviroScreen 3.0. The remaining area (49 percent or less) must be within the top 25 percent of disadvantaged communities or a low-income community as defined by AB 1550.
Projects	An attribute that defines the purpose of a Project as reflected in a proposal or scope of work. Projects proposed must include one or more TCC fundable elements. See Appendix D for TCC fundable elements.
Public Agency	A local or regional agency, such as a county, city, city and county, municipal corporation, district, metropolitan planning organization, joint powers authority, regional transportation planning agency, council of government, school district, political subdivision, or any board, commission or agency thereof, other local public agency, or entities that are legislative bodies of a local agency pursuant to subdivisions (c) and (d) of Section 54952 of the California Government Code.
Quantification Period	The quantification period varies for different administering agencies and CCI programs, as defined in CARB's quantification methodologies for estimating greenhouse gas reductions for CCI program. For California Climate Investments, the quantification period typically covers the period of time during which GHG reductions are reasonably expected to occur, or the over which GHG reductions can be calculated and validated.
Select(ed)	Agency has announced funding recipients prior to executing grant agreements, but has not yet "awarded" funds.
Site Control	Applicant and/Co-applicant owns the Project land or has other legal long-term interest with the landowner giving permission to develop the Project and provide long-term maintenance, as applicable, satisfactory to the State.

Appendix A: Terms and Definitions

Small Business

In order for a small business to be eligible for certification, the small business must meet the following requirements: be independently owned and operated; not be dominant in its field of operations; have its principal office located in California; have the owners (or officers, if a corporation) domiciled in California; and including affiliates, be either:

- A business with 100 or fewer employees; with average annual gross receipts of \$15 million or less, over the last three tax years;
- A manufacturer* with 100 or fewer employees; or
- A microbusiness - A small business will automatically be designated as a microbusiness if gross annual receipts are less than \$3,500,000, or the small business is a manufacturer with 25 or fewer employees

*For Small Business Certification purposes, a manufacturer is a business that is both of the following: primarily engaged in the chemical or mechanical transformation of raw materials or processed substances into new products, and classified between Codes 31 to 339999, inclusive, of the North American Industrial Classification System (NAICS) Manual, published by the United States Census Bureau, 2007 edition.

State

Refers to the California Air Resources Board, the Strategic Growth Council, the Department of Conservation, and any other state agency, and/or their representatives.

Strategies

A plan of action or policy intended to achieve a particular outcome. Applicants must propose one or more Projects for each selected strategy.

Strategic Growth Council (SGC)

The Strategic Growth Council (SGC) administers the TCC Program. The SGC was established by Senate Bill 732 (Steinberg), and is charged with four main tasks to encourage the development of sustainable communities. These tasks include the following:

- Identify and review activities and funding programs of member state agencies that may be coordinated to improve air and water quality, improve natural resource protection, increase the availability of affordable housing, improve transportation, meet the goals of the California Global Warming Solutions Act of 2006 and the strategies and priorities developed in the State's climate adaptation strategy, known as the Safeguarding California Plan, encourage sustainable land use planning, and revitalize urban and community centers in a sustainable manner.
- Recommend policies and investment strategies and priorities to the Governor, the Legislature, and to appropriate state agencies to encourage the development of sustainable communities.
- Provide, fund and distribute data and information to local governments, and regional agencies that will assist in developing and planning sustainable communities.
- Manage and award grants and loans to support the planning and development of sustainable communities.

Technical Assistance (TA)

Aid and support provided to Applicants to facilitate development, selection and implementation of TCC Proposals.

Transformative Climate Communities (TCC) Plan

Neighborhood-level community plans, which include multiple, coordinated greenhouse gas emissions reduction projects that provide local economic, environmental, and health benefits.

Appendix A: Terms and Definitions

TCC Proposal	Overall vision and plan proposed for implementation through the TCC Program, including application materials and documentation.
TCC Program	Assembly Bill 2722 established the TCC Program, administered by the Strategic Growth Council, to “fund the development and implementation of neighborhood-level transformative climate community plans that include multiple, coordinated greenhouse gas emissions reduction projects that provide local economic, environmental, and health benefits to disadvantaged communities as described in Section 39711 of the Health and Safety Code.” (Pub. Resources Code § 75240.) ^{vi}
Transformative Requirements	Minimum requirements for Implementation Grants that Applicants must meet to be considered for TCC funding.
Very Low- and Low-Income Households	Households earning less than 80 percent of Area Median Income (AMI). The U.S. Department of Housing and Urban Development (HUD) sets income limits that determine eligibility for assisted housing programs. Income limits can be accessed at: https://www.huduser.gov/portal/datasets/il.html .
Vision Statement	A statement developed by Applicants that articulates how all of the Projects proposed in the overall TCC Proposal will be coordinated and integrated to achieve all three of the TCC Program Objectives
Vulnerable Communities/Populations	Vulnerable communities or vulnerable populations include people that are vulnerable to the effects of pollution, the impacts of climate change, and other environmental, public health and economic burdens. Such people include, but are not limited to: women; racial or ethnic groups; low-income individuals and families; individuals who are incarcerated or have been incarcerated; individuals with disabilities; individuals with mental health conditions; children; youth and young adults; seniors; immigrants and refugees; individuals who are limited English proficient (LEP); and Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning (LGBTQQ) communities; or combinations of these populations. (CA Health and Safety Code Section 131019.5)

ⁱ Glossary of Climate Change Terms. Office of Air and Radiation/Office of Atmospheric Programs/Climate Change Division. September 9, 2013 " <https://www.epa.gov/climatechange> >

ⁱⁱ Rodin, Judith. 2014. *The Resilience Dividend: Being Strong in a World Where Things Go Wrong*. Philadelphia: Perseus Books Group (pages 3-4).

ⁱⁱⁱ 9 U.S.C. § 9101(6). <https://www2.ed.gov/policy/elsec/leg/esea02/pg107.html> >

^{iv} U.S. Department of Health and Human Services, June 2011. *Principles of Community Engagement*. https://www.atsdr.cdc.gov/communityengagement/pdf/PCE_Report_508_FINAL.pdf >

^v Adapted from Grier and Grier (1978) and Marcuse (1986) and included in the Urban Displacement Project found at urbandisplacement.org.

^{vi} AB 2722, Transformative Climate Communities. 2016. Web. February 2017. https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160AB2722 >



Appendix B: California Climate Investment (CCI) Programs

California Climate Investment Program by CARB Category	State Agency	Program Name	Website
Transportation and Sustainable Communities Funding	High Speed Rail Authority (HSRA)	High Speed Rail	http://hsr.ca.gov/
	California State Transportation Agency (CalSTA)	Transit and Intercity Rail Capital Program (TIRCP)	http://www.dot.ca.gov/drm1/sptircp.html
	California Department of Transportation (Caltrans)	Low Carbon Transit Operations Program (LCTOP)	http://www.dot.ca.gov/drm1/splctop.html
		Active Transportation Program (ATP)	http://www.catc.ca.gov/programs/atp/
	Strategic Growth Council (SGC)	Affordable Housing and Sustainable Communities (AHSC)	http://sgc.ca.gov/programs/ahsc/
		Sustainable Agricultural Lands Conservation Program (SALC)	http://sgc.ca.gov/programs/salc/
		Transformative Climate Communities (TCC)	http://sgc.ca.gov/programs/tcc/
		Technical Assistance	http://www.sgc.ca.gov/programs/tech/
	California Air Resources Board (CARB)	Climate Change Research Program	http://sgc.ca.gov/programs/climate-research/
		Low Carbon Transportation	https://www.arb.ca.gov/msprog/ajip/ajip.htm
		- Zero and near-zero emission passenger vehicle rebates	
		- Heavy duty hybrid/ZEV trucks and buses	
		- Freight demonstration projects	
- Pilot programs (car sharing, financing, etc.) in disadvantaged communities			
Community Air Protection Program	https://www.arb.ca.gov/msprog/cap/capfunds.htm		
Community Air Grants Program	https://ww2.arb.ca.gov/our-work/programs/community-air-protection-program-ab617/community-air-protection-community		
Funding Agricultural Replacement Measures for Emission Reductions (FARMER) Program	https://arb.ca.gov/ag/agincentives/agincentives.htm		

Appendix B: California Climate Investment (CCI) Programs

California Climate Investment Program by CARB Category	State Agency	Program Name	Website
Clean Energy and Energy Efficiency Funding	California Department of Community Services and Development (CSD)	Low-Income Weatherization Program (LIWP)	http://www.csd.ca.gov/liwp.aspx
	California Department of Food and Agriculture (CDFA)	Dairy Methane Program	https://www.cdfa.ca.gov/oeffi/ddrdp/
		- Dairy Digester Research and Development Program (DDRDP)	https://www.cdfa.ca.gov/oeffi/AMMP/
		- Alternative Manure Management Practices (AMMP)	
		State Water Efficiency and Enhancement Program (SWEEP)	https://www.cdfa.ca.gov/oeffi/sweep/
		SWEEP DWR (Prop 1) Joint Project	https://www.water.ca.gov/Work-With-Us/Grants-And-Loans/Agriculture-Water-Use-Efficiency-CDFA-DWR
	California Department of Water Resources (DWR)	Alternative and Renewable Fuels Program	
		Healthy Soils Program	https://www.cdfa.ca.gov/oeffi/healthysouls/
	California Department of Water Resources (DWR)	State Water Project Turbines Program	
		Water-Energy Grant Program	https://www.water.ca.gov/Work-With-Us/Grants-And-Loans/Water-Energy-Grant-Programs
California Air Resources Board (CARB)	Woodsmoke Reduction Program	https://www.arb.ca.gov/planning/sip/woodsmoke/reduction_program.htm	
California Energy Commission	Food Production Investment Program (FPIP)	http://www.energy.ca.gov/research/fpip/	
	Renewable Energy for Agriculture Program (REAP)	http://energy.ca.gov/renewables/18-MISC-03/	
Natural Resources and Waste Diversion Funding	California State Coastal Conservancy	Climate Ready Program and Adaptation	http://scc.ca.gov/climate-change/climate-ready-program/
	California Conservation Corps (CCC)	Training and Workforce Development Program	https://ccc.ca.gov/what-we-do/conservation-programs/
	California Natural Resources Agency (CNRA)	Urban Greening Program	http://resources.ca.gov/grants/urban-greening/

Appendix B: California Climate Investment (CCI) Programs

California Climate Investment Program by CARB Category	State Agency	Program Name	Website
Natural Resources and Waste Diversion Funding (continued)	California Office of Emergency Services (OES)	Wildfire Response and Readiness	
	California Department of Fish and Wildlife	Wetlands and Watershed Restoration	https://www.wildlife.ca.gov/Conservation/Watersheds/Greenhouse-Gas-Reduction
	California Department of Forestry and Fire Protection (CAL FIRE)	Wildfire Prevention and Forest Health Forest Health and Fire Prevention Program Urban and Community Forestry (UCF)	http://www.fire.ca.gov/grants/grants
	California Department of Resources, Recycling and Recovery (CalRecycle)	Waste Diversion - Organics Grant Program - Recycled Fiber, Plastic and Glass Grants - Greenhouse Gas Reduction Loan Program - Food Waste Prevention and Rescue Grant Program	http://www.calrecycle.ca.gov/Climate/GrantsLoans/ http://www.calrecycle.ca.gov/Climate/GrantsLoans/Organics/default.htm http://www.calrecycle.ca.gov/Climate/GrantsLoans/FPG/default.htm http://www.calrecycle.ca.gov/Climate/GrantsLoans/FoodWaste/default.htm
	State of California Wildlife Conservation Board (WCB)	Climate Adaptation and Resiliency Program	https://wcb.ca.gov/Programs/Climate-Adaptation

Source: California Air Resources Board, July 2018. <<https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/auctionproceeds.htm>>

Appendix C: TCC Mapping Tool for Eligible Project Areas and Planning Areas

TCC Applicants can use the online *Disadvantaged Census Tracts per CalEnviroScreen 3.0 and AB 1550* TCC Mapping Tool to verify eligibility for proposed Project Area and Planning Area boundaries. Refer to Section II.A of the TCC Guidelines for Implementation Grant Project Area requirements and Section III.A for Planning Grant Planning Area requirements.

The CalEnviroScreen mapping tool link below illustrates the top five percent (5%) and twenty-five percent (25%) Disadvantaged Census Tracts per CalEnviroScreen 3.0, as well as low-income Census Tracts as designated by Assembly Bill (AB) 1550. It also shows city and county boundaries. The data can be downloaded from the mapping tool as a KML file for viewing in applications, such as Google Earth and other geographic information systems (GIS) software.

<http://oehha.maps.arcgis.com/apps/webappviewer/index.html?id=ba698dc09c824da1b1ab3d0dd7f5bd54>

The list of cities below was developed using the TCC Mapping Tool to determine eligibility for TCC Implementation Grants based on Project Area requirements.

List of Cities Eligible for TCC Implementation Grants*

Anaheim	Hawthorne	Oxnard
Bakersfield	Highland	Paramount
Baldwin Park	Huntington Park	Parlier
Bell	Inglewood	Pico Rivera
Bell Gardens	Jurupa Valley	Pomona
Carson	Lathrop	Porterville
Ceres	Loma Linda	Rancho Cucamonga
Colton	Long Beach	Redlands
Commerce	Los Angeles	Rialto
Compton	Los Banos	Riverbank
Corona	Lynwood	Riverside
Cudahy	Madera	Sacramento
Delano	Manteca	San Bernardino
El Centro	McFarland	San Diego
El Monte	Mendota	Santa Fe Springs
Fontana	Merced	Selma
Fowler	Modesto	South El Monte
Fresno	Montclair	South Gate
Gardena	Moreno Valley	Stockton
Glendale	Norwalk	Turlock
Grand Terrace	Oakland	Vernon
Hanford	Ontario	Whittier

Source: Office of Environmental Health Hazard Assessment, CalEnviroScreen 3.0, July 2018.
<http://oehha.maps.arcgis.com/apps/webappviewer/index.html?id=ba698dc09c824da1b1ab3d0dd7f5bd54>

Notes/Methodology: *This list was created by first performing an overlay of the below four data layers. It was next determined which cities have top 5% and top 25% Census Tracts within their boundaries. Following was an identification of the overlap in square miles between any city and the top 5% and 25% Census Tracts. In cases where the area of overlap was too small to develop an eligible Project Area, the city was removed from the list. This list only contains incorporated cities, and not Census Designated Places that are not considered to be cities.

Data Layers:

- CalEnviroScreen 3.0, Census tracts in the top 5% Disadvantaged Communities
- CalEnviroScreen 3.0, Census tracts in the top 25% Disadvantaged Communities
- AB 1550 Low-income Census Tracts
- 2016 Boundaries of Census Designated Places in California, from U.S. Census



Appendix D: TCC Implementation Grants Funded Projects, Eligibility, and Requirements by Strategy

Appendix D outlines eligible Projects for the TCC Program, organized by Strategies. Applicants must choose a combination of Projects that achieve the TCC objectives of reducing GHG emissions while promoting public health, environmental and economic benefits. To assure that all program objectives are addressed, Applicants must choose at minimum Projects from three (3) Strategies.

At least three (3) Projects must be quantifiable using CARB quantification methodologies¹ and must meet all readiness requirements at the time of application submittal. The quantifiable projects submitted as ready at the time of application must amount to a minimum of fifty percent (50%) of total requested funds.

- Readiness: Projects must meet readiness requirements at the time of application submittal or within the first year of the grant term.
- Quantifiable Projects: Projects that contain "quantifiable elements" that are quantifiable under CARB quantification methodologies and indicated by an asterisk (*). Quantifiable projects may contain a combination of both quantifiable and non-quantifiable elements. The sum of both the quantifiable and non-quantifiable elements for the Project will be counted towards the 50% funding requirement.

For example, an applicant that proposes to include the "construction of new pedestrian facilities" as a Project under the Transit Access and Mobility Strategy must include the construction of new walkways that improve mobility and access of pedestrians for the Project to be quantifiable. The applicant may also include other TCC fundable elements that are not quantifiable as part of the Project, such as the installation of benches and other street furniture. The total cost of the Project that contains both quantifiable and non-quantifiable elements will count towards the requirement that 50% of requested Project funds be ready and quantifiable. See CARB's TCC Quantification Methodology² for more information.

INELIGIBLE PROJECTS APPLICABLE TO ALL STRATEGIES

- Projects without logical termini or independent utility
- Acquisition only projects
- Projects that cannot demonstrate site control during the grant term
- Projects that acquire property through eminent domain
- Projects in active litigation
- Projects without a long-term operations and maintenance plan
- Projects that do not provide GHG reduction, public health, environmental, and economic benefits to the Project Area through the grant term and life of the project

ELIGIBLE AND INELIGIBLE COSTS APPLICABLE TO ALL STRATEGIES

See Section II.I, Implementation Grant Administration, of the TCC Guidelines for eligible and ineligible costs.

¹ See CARB's TCC Quantification Methodology for more information.

² California Air Resources Board, July 2018. <www.arb.ca.gov/cci-resources>

Appendix D: TCC Implementation Grants Funded Projects, Eligibility, and Requirements by Strategy

READINESS REQUIREMENTS APPLICABLE TO ALL PROJECTS

- California Environmental Quality Act (CEQA):** Before submitting an application for a TCC Implementation Grant, Applicants should consult with the public agency or agencies that have permitting authority over the projects contained in the application to determine what is required to comply with CEQA. In order to meet the readiness requirements in Section II.A.4.b of the TCC Guidelines, the Applicant and/or Co-applicants must demonstrate that the project is CEQA compliant and must provide documentation to that effect. Projects that are submitted as ready at the time of application should be CEQA compliant. Note that environmental clearance of the Equitable Housing and Neighborhood Development projects should be provided at the time of application. For other projects that will be ready within the first year of the Grant term, applicants must report on the projects' CEQA status and must demonstrate that any pending environmental review will be completed within the first year of the grant term. For the purposes of this grant, "completed" means that a notice of determination or notice of exemption has been filed on the project.
- Site Control:** Applicants should demonstrate site control of project sites required to implement the Projects. Applicants that want to establish facilities or expand existing facilities on property not owned by the applicant must prove a legally binding commitment that clearly states the ownership or leasehold interests of the parties. For Projects with multiple project sites that will be secured during the grant term, site control for all sites does not need to be complete at the time of the application, but Applicants must report on the site control status and demonstrate that site control can be achieved within the grant term. See each project table for additional guidance.
- Permits:** Applicants should determine the permit(s) required to implement the Projects. The applicant must demonstrate at the time of application that the permit(s) can be obtained and project implemented within the grant term. Documentation of the permits will be used to evaluate the experience and management capacity of the Applicant.
- Other Requirements:** Applicants should submit the following documentation required to implement the Projects: 1) Project Map, 2) Project Designs, and 3) Operations and Maintenance Plan. The State may request additional documentation to assess project readiness and feasibility. See each Project table below for additional project-specific requirements.

TCC PROJECTS BY STRATEGY

Table D-1: Equitable Housing and Neighborhood Development
<p>If selected, these affordable housing development projects must conform to the requirements of the Affordable Housing and Sustainable Communities Program as outlined in AHSC's Program Guidelines (http://sgc.ca.gov/programs/ahsc/docs/20171024-AHSC_16-17_Guidelines.pdf) (Figure 1) for the following eligible housing projects:</p> <ul style="list-style-type: none"> • Transit Oriented Development Project Area • Integrated Connectivity Project Area • Rural Innovation Project Areas <p>Proposed Affordable Housing projects should at minimum include one of the following projects:</p> <ul style="list-style-type: none"> • New or expanded transit service (bus, train, ferry, shuttle, or vanpool) • Increased ridership • New pedestrian facilities • New bike paths or lanes (Class I, II, or IV) • New or expanded bike share

Appendix D: TCC Implementation Grants Funded Projects, Eligibility, and Requirements by Strategy

Table D-1: Equitable Housing and Neighborhood Development	
Proposed transit and active transportation capital projects under Equitable Housing and Neighborhood Development Strategy are required to be connected to other proposed or existing transit or active transportation systems.	
Eligible Categories	TCC Fundable Elements
Construction or substantial rehabilitation of affordable housing or mixed-use developments served by qualifying transit	<ul style="list-style-type: none"> • Increased housing density achieved by compact design* • Integrated market rate and below market rate housing (TCC only provides funding for affordable housing units)*
Housing related infrastructure	<ul style="list-style-type: none"> • Capital improvements required by a locality, transit agency, or special district as a condition of the approval of the affordable housing development.
New or expanded transit service (bus, train, ferry, shuttle, or vanpool)	<ul style="list-style-type: none"> • Operation of new or expanded transit service* <ul style="list-style-type: none"> ○ Enhanced or expanded transit service by supporting construction or implementation of: <ul style="list-style-type: none"> - New or expanded bus or intercity commuter services, and urban rail projects - New or expanded water-borne transit (ferry) - Expanded intermodal transit facilities - Equipment acquisition, fueling, and maintenance, and other costs to operate those services or facilities ○ Operation of alternative transportation services • Capital or operational expenditures that increase transit mode share such as bus shelters/transit waiting areas and bicycle carrying structures on public transit
Capital improvements to transit systems that result in increased ridership	<ul style="list-style-type: none"> • Upgrades to transit stops, stations, or vehicles that encourage mode-shift*
Construction of new pedestrian facilities	<ul style="list-style-type: none"> • New walkways that improve mobility/access of pedestrians* • Non-capacity increasing streetscape improvements, including but not limited to: <ul style="list-style-type: none"> ○ Installation of lighting ○ Installation of signage and way-finding markers ○ Other related amenities for pedestrians, cyclists and transit riders • Installation of new/improved pedestrian crossings or over-crossings • Benches or "street furniture" • Street crossing enhancements including accessible pedestrian signals • Traffic calming projects, including development of: <ul style="list-style-type: none"> ○ Curb extensions ○ Roundabouts ○ Median islands / road diets ○ Lane narrowing projects

Appendix D: TCC Implementation Grants Funded Projects, Eligibility, and Requirements by Strategy

Table D-1: Equitable Housing and Neighborhood Development	
Construction of new bike paths or lanes (Class I, II, or IV)	<ul style="list-style-type: none"> • New or expanded context sensitive bike paths or lanes (Class I, Class II, or Class IV)^{3*} • Non-motorized urban trails that provide safe routes for travel between residences, workplaces, commercial centers, and schools
Purchase of bicycles and/or purchase and installation of infrastructure in support of new or expanded bike share	<ul style="list-style-type: none"> • New or expanded bike share programs* • Publicly accessible bicycle parking • Bicycle repair kiosks • Bicycle carrying structures on public transit
Increased ridership <i>Required Element under AHSC Program</i>	<ul style="list-style-type: none"> • Distribution of vouchers for free or reduced transit fares*
Lead or Co-applicants must include at least one of the following:	
<ul style="list-style-type: none"> • City or county • Public housing authority • Redevelopment successor agency • Transit agency or transit operator • Regional transportation planning agency • Local transportation commission • Congestion management agency • Joint powers authority • School district • Facilities district • University or community college district • Developer • Federally recognized Indian tribes • Program operator 	
Project Costs	
Eligible Costs include, but are not limited to the following:	
<u>Affordable Housing Development Capital Projects</u>	
<ul style="list-style-type: none"> • Construction and substantial rehabilitation (with acquisition) of affordable housing • Costs for a housing development, as specified in 25 CCR Section 7304 (a) and (b) 	
<u>Housing-Related Infrastructure Capital Projects</u>	
<ul style="list-style-type: none"> • Required environmental remediation necessary for the capital project where the cost is not to exceed 50 percent of AHSC Project costs • Real property acquisition of the project site and associated fees and costs (not to exceed 10 percent of the total AHSC Project costs) • Impact fees required by local ordinances (if used for the identified eligible capital project not to exceed 15 percent of the AHSC Project cost up to \$300,000) 	
<u>Sustainable Transportation Infrastructure Capital Projects</u>	
<ul style="list-style-type: none"> • Capital improvements that result in the improvement or addition of infrastructure that encourages mode-shift by enhancing public transit access, pedestrian, or bicycle network • Other capital project costs required as a condition of local approval for the capital project, as approved by the State 	

³ Context sensitive bikeways are defined as bikeways that consider functional classifications, travel forecasts, levels of service, purpose and transportation need, environment, safety, and place audits.



Appendix D: TCC Implementation Grants Funded Projects, Eligibility, and Requirements by Strategy

Table D-1: Equitable Housing and Neighborhood Development
<p><u>Transportation-Related Amenities Capital Projects</u></p> <ul style="list-style-type: none"> • Capital improvements that are publicly accessible and provide supportive amenities to cyclists, pedestrians, and transit riders • Other capital project costs required as a condition of local approval for the capital project, as approved by the State • Energy efficiency, water efficiency, renewable energy and urban greening improvements
<p><u>Active Transportation and Transit Ridership Program</u></p> <ul style="list-style-type: none"> • Those costs typically associated with 1) program creation, or 2) expansion of existing programs to serve new populations or offer new program service and implementation. Eligible costs may include operational costs. Programs include education, outreach and training for Active Transportation or Transit Ridership. • Total grant amount for these program costs shall not exceed 30 percent of the funding for the AHSC Project up to \$500,000.
<p>Ineligible Costs:</p> <ul style="list-style-type: none"> • Routine maintenance of transportation infrastructure (including transit fleet) • In lieu fees for local inclusionary housing programs • All costs associated with automobile or motorcycle parking (excluding electric vehicle charging infrastructure that may be located at a parking spot)
<p>Readiness Requirements</p>
<p>Environmental Review: At the time of Application, completion of all necessary environmental compliance (including the California Environmental Quality Act and if applicable, the National Environmental Policy Act) and project approvals related to the Equitable Housing and Neighborhood Development project is required. Also at the time of application, all applicable time periods for filing lawsuits must have lapsed. However, non-housing components of a project have one year to certify completion and demonstration of approval of environmental clearances (NEPA or CEQA)</p>
<p>Site Control: Applicants must demonstrate site control prior to submitting an application. Site control may be demonstrated with one of the following documents:</p> <ul style="list-style-type: none"> • Fee title • A leasehold interest on the property with provisions that enable the lessee to make improvements on and encumber the property provided that the terms and conditions of any proposed lease shall permit, prior to grant funding, compliance with all program requirements • An enforceable option to purchase or lease, which shall extend through the anticipated date of the Program award as specified in the NOFA • An executed disposition and development agreement, right of way, or irrevocable offer of dedication to a Public Agency • An executed encroachment permit for construction of improvements or facilities within the public right of way or on public land • An executed agreement with a public agency that gives the applicant exclusive rights to negotiate with the agency for the acquisition of the site; provided that the major terms of the acquisition have been agreed to by all parties • A land sales contract or enforceable agreement for acquisition of the property • Other forms of site control that give the State equivalent to any of the above-listed indicators of site-control demonstrating assurance that the applicant or developer will be able to complete the Project and all housing designated in the application in a timely manner and in accordance with all the requirements of the Program.
<p>Enforceable Funding Requirements: At the time of application, the project must demonstrate a level of committed funding that is 0.90 or greater calculated by the following equation:</p> $\frac{\text{Project funds requested} + \text{Enforceable Funding Commitments (EFCs)} - \text{Deferred Costs}}{\text{Total Development Cost} - \text{Deferred Costs}}$

Appendix D: TCC Implementation Grants Funded Projects, Eligibility, and Requirements by Strategy

Table D-1: Equitable Housing and Neighborhood Development

Other Readiness Requirements:

Documents required to demonstrate financial feasibility, including:

- Market study
- Project pro-forma
- Multi-year pro-forma
- Sources and uses statement
- Operating budget

Other readiness documentation includes:

- Consistency with State Relocation Assistance Law
- All necessary discretionary land use approvals, excluding design review
- Consistency with State and Federal Fair Housing requirements including duties to affirmatively further fair housing
- Integration of climate adaptation measures
- Implementation of the regional Sustainable Communities Strategy
- Proposed project must be consistent with state planning priorities
- Applicant and/or project may not be party to or subject of a lawsuit
- Consistency with local public works department, or other responsible local agency requirements
- Estimated project milestone schedule
- Demonstration that Project construction has not yet commenced
- Adopted housing element

Special Requirements

Other requirements include, but are not limited to the following:

- Provide free transit passes, reloadable transit cards, or discounted passes priced at no more than half of retail cost. At least one (1) pass or card shall be made available for each Restricted Unit for at least 3 years.
- Demonstrate housing will be smoke free by providing a smoke free housing lease addendum
- Incorporate more than one TCC Urban Greening elements with dedicated maintenance for at least two years
- Include adequate lighting in accordance with local, state, or federal design standards and requirements for all publicly accessible components
- Demonstrate prior experience by providing evidence of at least two prior projects that are similar to the proposed project in scope and size, which have been completed by the applicant, or joint applicant, during the ten (10) years preceding the application due date
- Must be served by qualifying transit, as outlined in AHSC's program guidelines: http://sgc.ca.gov/programs/ahsc/docs/20171024-AHSC_16-17_Guidelines.pdf (See Figure 1 of the AHSC Guidelines)
- Must not result in a loss or conversion of agricultural or other working lands, or natural resource lands for other uses
- Must meet the underwriting standards in the Uniform Multifamily Regulations
- Must not result in a net loss of affordable housing units

Appendix D: TCC Implementation Grants Funded Projects, Eligibility, and Requirements by Strategy

Table D-2: Transit Access and Mobility Strategy	
Projects 2.1. Active Transportation	
Eligible Categories	TCC Fundable Elements
Construction of new bike paths or lanes (Class I, Class II, or Class IV)	<ul style="list-style-type: none"> • New or expanded context sensitive bike paths or lanes (Class I, Class II, or Class IV)^{4*} • Non-motorized urban trails that provide safe routes for travel between residences, workplaces, commercial centers, and schools • Bicycle carrying structures on public transit
Construction of new pedestrian facilities	<ul style="list-style-type: none"> • New walkways that improve mobility/access of pedestrians* • Non-capacity increasing streetscape improvements, including but not limited to: <ul style="list-style-type: none"> ○ Installation of lighting ○ Installation of signage and way-finding markers ○ Other related amenities for pedestrians, cyclists and transit riders • Installation of new/improved pedestrian crossings or over-crossings • Benches or “street furniture” • Street crossing enhancements including accessible pedestrian signals • Traffic calming projects, including development of: <ul style="list-style-type: none"> ○ Curb extensions ○ Roundabouts ○ Median islands / road diets ○ Lane narrowing projects
Purchase of bicycles and/or purchase and installation of infrastructure in support of new or expanded bike share	<ul style="list-style-type: none"> • New or expanded bike share program* • Publicly accessible bicycle parking • Bicycle repair kiosks • Bicycle carrying structures on public transit
Lead or Co-applicants must include at least one of the following:	
<ul style="list-style-type: none"> • Local, regional or state agencies • Transit agencies • Natural resource or public land agencies • Public schools or school districts 	<ul style="list-style-type: none"> • Federally recognized Indian tribes • Private, nonprofit organizations • Other entities with oversight of transportation or recreation trails
Project Costs	
Eligible Costs include, but are not limited to the following:	
<ul style="list-style-type: none"> • Capital improvements that result in the improvement or addition of infrastructure that encourages mode-shift by enhancing pedestrian or bicycle network • Capital improvements that are publicly accessible and provide supportive amenities to cyclists, pedestrian, and transit riders • Other capital project costs required as a condition of local approval for the capital project, as approved by the State 	

⁴ Functional classification, travel forecasts, levels of service, purpose and transportation need, environment, safety, place audit are among the factors that defines context sensitive bikeways.



Appendix D: TCC Implementation Grants Funded Projects, Eligibility, and Requirements by Strategy

Table D-2: Transit Access and Mobility Strategy	
<ul style="list-style-type: none"> Those costs typically associated with 1) program creation, or 2) expansion of existing programs to serve new populations or offer new program service and implementation. Eligible costs may include operational costs. Programs include education, outreach and training for Active Transportation or Transit Ridership 	
Ineligible Costs:	
<ul style="list-style-type: none"> All costs associated with automobile or motorcycle parking (excluding electric vehicle charging infrastructure that may be located at a parking spot). Right of way 	
Readiness Requirements	
<ul style="list-style-type: none"> Project plans and a cross-section (15-30% design) for bicycle and pedestrian improvements Operations and maintenance agreement All proposed projects should be aligned with applicable local/regional plans and regulations 	
Projects 2.2. Transit and Rail Access	
Eligible Categories	TCC Fundable Elements
New or Expanded Service	<ul style="list-style-type: none"> Operation of new or expanded transit service* <ul style="list-style-type: none"> Enhanced or expanded transit service by supporting construction or implementation of: <ul style="list-style-type: none"> New or expanded bus or intercity commuter services, and urban rail projects New or expanded water-borne transit (ferry) Expanded intermodal transit facilities Equipment acquisition, fueling, and maintenance, and other costs to operate those services or facilities Operation of alternative transportation services Capital or operational expenditures that increase transit mode share such as bus shelters/transit waiting areas and bicycle carrying structures on public transit
Technology Conversion	<ul style="list-style-type: none"> Purchase or replacement of zero-emission or low-emission vehicles* Purchase, construction, and/or installation of infrastructure, equipment, or facilities to support zero-emission or low-emission vehicles
New Service and Technology Conversion	<ul style="list-style-type: none"> Purchase of zero-emission or low-emission vehicles and equipment in support of new expanded/enhanced transit service*
Fuel or Energy Reductions	<ul style="list-style-type: none"> Purchase, construction, and/or installation of solar panels for transit facilities in support of new expanded/enhanced transit service* Implementation of system or efficiency improvements that result in fuel reductions from existing transit services, including projects that reduce transit VMT and idling*
Increased Ridership	<ul style="list-style-type: none"> Distribution of vouchers for free or reduced transit fares* Implementation of system or efficiency improvements that result in increased ridership for existing routes, including project elements that increase service levels, reliability, or decrease travel time, including:* <ul style="list-style-type: none"> Rail, bus, and ferry integration implementation <ul style="list-style-type: none"> Integrated ticketing/scheduling systems and related capital investments Projects enabling/enhancing shared-use corridors without net air pollution increases Related planning efforts focused on integrated service without requiring major capital investment

Appendix D: TCC Implementation Grants Funded Projects, Eligibility, and Requirements by Strategy

Table D-2: Transit Access and Mobility Strategy	
	<ul style="list-style-type: none"> - Other service integration initiatives o Bus rapid transit or rail service and other bus and ferry transit investments <ul style="list-style-type: none"> - Vanpool services operated as public transit - Operating agreements, schedules, and minor capital investments to increase ridership o Efforts to improve existing rail service effectiveness with a focus on improved operating agreements, schedules, and capital investments that increase ridership • Purchase and construction of active transportation facilities that connect to stops/stations and encourage transit ridership*
Lead or Co-applicants must include at least one of the following:	
<ul style="list-style-type: none"> • Public agencies, including construction authorities, transportation authorities, with operational or planning responsibility for transit, rail or ferry services • Joint Powers Authorities 	<ul style="list-style-type: none"> • Cities • Counties • Transportation planning agencies • Transit operators
Project Costs	
Eligible Costs include, but are not limited to:	
<ul style="list-style-type: none"> • Capital improvements that result in the improvement or addition of infrastructure that encourages mode-shift by enhancing public transit and rail access • Other capital project costs required as a condition of local approval for the capital project, as approved by the State • Such costs are typically associated with 1) program creation, or 2) expansion of existing programs to serve new populations or offer new program service and implementation. Eligible costs may include operational costs. Programs include education, outreach and training for Active Transportation or Transit Ridership • Expenditures that directly enhance or expand transit service by supporting new or expanded bus or rail services, new or expanded water-borne transit, or expanded intermodal transit facilities, and may include equipment acquisition, fueling, and maintenance, and other costs to operate those services or facilities • Operational expenditures that increase transit mode share • Expenditures related to the purchase of zero-emission buses, including electric buses, and the installation of the necessary equipment and infrastructure to operate and support zero emission buses 	
Ineligible Costs:	
<ul style="list-style-type: none"> • All costs associated with automobile or motorcycle parking (excluding electric vehicle charging infrastructure that may be located at a parking spot). • Right-of-way 	
Readiness Requirements	
<ul style="list-style-type: none"> • Agreements with key partners that will be responsible for implementing the project (e.g., Memorandum of Understanding with rail operators) • Documentation of the project's coordination with other transit services and plans • Documentation that demonstrates the project's ability to increase ridership • Letters of support from: <ul style="list-style-type: none"> o Project partners o Regional agency or agencies o An MPO indication of whether or not the project is consistent with an adopted Sustainable Communities Strategy, or in non-MPO regions, a regional plan to reduce greenhouse gas emissions 	

Appendix D: TCC Implementation Grants Funded Projects, Eligibility, and Requirements by Strategy

Table D-2: Transit Access and Mobility Strategy	
Projects 2.3. Car Sharing and Mobility Enhancement	
Eligible Categories	TCC Fundable Elements
<p>Purchase or lease of advanced vehicle technology types to be used for car sharing, vanpooling, ride-sharing and other mobility options</p>	<p>Advanced technologies may include but are not limited to:</p> <ul style="list-style-type: none"> • Plug-in hybrid electric vehicles* • Battery electric vehicles* • Fuel cell electric vehicles* • Purchase, construction, and/or installation of infrastructure, equipment, or facilities to support advanced technology vehicles • Electric vehicle supply equipment (EVSE) – Level 2 or Level 3 • Electric bicycles – Class 1 or Class 2 • Education about the car scrap and replacement incentives program for new or used hybrid, plug-in hybrid, or zero-emission vehicle (ZEV) replacement
<p>Lead or Co-applicants must include at least one of the following:</p> <ul style="list-style-type: none"> • Local Governments • Non-Profit Organizations • Federally recognized Indian tribes • For profit companies that specialize in car-sharing and mobility enhancement projects 	
<p>Project Costs</p>	
<p>Eligible Costs include, but are not limited to:</p> <p>Project Equipment and Operations Funds: Details from the application will be included once an applicant is selected; details will depend on the proposed car sharing project model. Project fund expenditures that are eligible for reimbursement include:</p> <ul style="list-style-type: none"> • Preparation of materials for and conduct of community outreach and education including travel, printing, mailing, education classes, and other expenses directly attributed to outreach and education • Vehicle acquisition (purchase or lease) costs <ul style="list-style-type: none"> ○ May be purchased or leased (2-year minimum lease period) ○ May be new or used ○ Must be a four passenger vehicle or more • EVSE (electric vehicle supply equipment) purchase and installation costs • Vehicle, EVSE, and electric bicycle maintenance costs • Electric bicycle purchase costs • Electric bicycle locking station purchase and installation costs • Helmets for electric bicycle sharing participants • Bicycle safety course costs • Vehicle, driver, passenger, and facilities insurance costs • Electric bicycle, rider, and facilities insurance costs • Reservation system development and on-going maintenance costs <p>Ineligible Costs:</p> <ul style="list-style-type: none"> • Fuel and electricity costs 	
<p>Readiness Requirements</p>	
<p>Site Control:</p> <ul style="list-style-type: none"> • Site control must be demonstrated at the time of request for reimbursement for equipment installed in public or private sites 	

Appendix D: TCC Implementation Grants Funded Projects, Eligibility, and Requirements by Strategy

Table D-3: Decarbonized Energy and Energy Efficiency Strategy	
Projects 3.1. Energy Efficiency, Energy Conservation & Renewable Energy	
Eligible Categories	TCC Fundable Elements
<p>Direct Installation of Energy Efficiency and Solar Photovoltaics at Single-Family Homes</p>	<ul style="list-style-type: none"> • Basic Energy Efficiency retrofit package measures:* <ul style="list-style-type: none"> ○ Low flow faucets ○ Low flow showerheads ○ LED lighting ○ LED night lights ○ Tier 2 power strips ○ Thermostatic shower valve and showerhead ○ Vacancy/motion sensor • Enhanced measures (climate zone, testing, auditing and installation restrictions)*: <ul style="list-style-type: none"> ○ Ceiling fans ○ Ceiling insulation/insulation upgrades ○ HVAC system replacement ○ Duct repair/replacement ○ Efficient fan controller ○ Electronically commutated blower motor ○ Floor insulation ○ Infiltration reduction measures ○ Refrigerant charge w/coil cleaning ○ Refrigerator replacement ○ Smart thermostat ○ Solar water heating ○ Solar PV ○ Wall insulation, stucco and wood ○ Water heater blanket ○ Water heater replacement ○ Whole house fan ○ Window replacement
<p>Financial Incentives for Energy Efficiency and Renewables at Multi-Family Homes</p>	<ul style="list-style-type: none"> • Energy efficiency and renewable measures* <ul style="list-style-type: none"> ○ High efficiency clothes washer ○ High efficiency clothes washer – common ○ High efficiency laundry dryer – in-unit ○ High efficiency laundry dryer – common ○ ENERGY STAR® dishwasher ○ ENERGY STAR® refrigerator ○ Vending machine controller ○ Floor insulation ○ Wall insulation ○ Title 24 compliant windows ○ Window shading ○ Air sealing

Appendix D: TCC Implementation Grants Funded Projects, Eligibility, and Requirements by Strategy

Table D-3: Decarbonized Energy and Energy Efficiency Strategy	
	<ul style="list-style-type: none"> ○ Unit lighting ○ Common area lighting ○ Exterior lighting ○ Pool/spa heater ○ Pool cover ○ Variable speed pool pump ○ In-unit FAU (with or without split A/C) ○ Rooftop FAU (with or without A/C) ○ Terminal A/C or HP ○ Ductless heat pump ○ Central hydronic boiler ○ Central steam boiler/burner ○ Hydronic/steam/chilled water pipe insulation ○ Refrigerant charge verification ○ Central cooling equipment ○ Variable speed pumps and fans ○ Attic insulation ○ Steam/hydronic distribution upgrades (balancing, TRV, etc) ○ Central HVAC control upgrade (WWSD, outdoor reset) ○ Duct sealing/insulation ○ Residential water heater ○ Central water heater ○ Recirculation pump temperature controls ○ Recirculation pump demand controls ○ DHW pipe insulation ○ Low flow aerators and/or showerheads ○ Solar PV system ○ Solar thermal (central) ○ Solar thermal (in-unit)
Urban Heat Island Mitigation	<ul style="list-style-type: none"> ● Cool pavements (sidewalk and road resurfacing) ● Cool roofs
Lead or Co-applicants must include at least one of the following:	
<ul style="list-style-type: none"> ● Local agencies ● Joint Powers Authorities 	<ul style="list-style-type: none"> ● Non-profit organizations
Project Costs	
Eligible Costs include, but are not limited to the following:	
<u>Direct Installation</u>	
<ul style="list-style-type: none"> ○ Direct costs: Costs associated with the installation of completed energy efficiency measures including labor, materials and subcontractor costs. ○ Support Costs (e.g. training and technical assistance needs). 	
<u>Financial Incentives</u>	
<ul style="list-style-type: none"> ○ Direct Project Costs (Incentive Payments to Property Owners) 	

Appendix D: TCC Implementation Grants Funded Projects, Eligibility, and Requirements by Strategy

Table D-3: Decarbonized Energy and Energy Efficiency Strategy
<ul style="list-style-type: none"> ○ Consultation Services (program/project support costs) budgeted for: ○ Contracted Consultant/Subcontractor Expenses ○ Program/Project Support Costs: reimbursed on the basis of an hourly "loaded" rate which will include Association for Energy Affordability, Inc.'s base labor costs and fringe benefit labor costs ○ Miscellaneous Consultation Operating Expenses: Costs incurred that are immediately and directly associated with the provision of consultation services such as travel costs, support materials and supplies <p><u>Urban Heat Island Mitigation</u></p> <ul style="list-style-type: none"> ○ Direct Project Costs: Costs associated with the installation including labor, materials, and subcontractor costs. <p>Ineligible Costs:</p> <ul style="list-style-type: none"> ○ Roofing repair costs.
<p>Readiness Requirements</p> <p>Site Control: <u>Direct Installation</u></p> <ul style="list-style-type: none"> • Site control must be demonstrated at the time of request for reimbursement <p>Other Requirements: <u>Direct Installation</u></p> <ul style="list-style-type: none"> • Proposer must be a local government entity or non-profit • Proposer must demonstrate three years of experience administering and performing energy efficiency and solar PV installations in existing housing • Proposer must be in good standing with all appropriate local and state oversight and licensing authorities • Proposer or member of the project team shall maintain an active Class B, General Contractor License, issued by the California Contractors License Board throughout the life of the contract <p><u>Financial Incentives</u></p> <p>Same readiness as Direct Installation, with the following exceptions:</p> <ul style="list-style-type: none"> • Class B, General Contractor License, and direct install experience could be waived if program administrator will perform administrative functions such as processing incentive payments and not providing technical/inspection assistance.
<p>Special Requirements</p> <p><u>Household Income Eligibility</u></p> <p>Single Family Program</p> <ul style="list-style-type: none"> • All households in the Project Area qualify for a basic package of measures. • For enhanced measures, household income eligibility is set at or below eighty percent (80%) of the county's Area Median Income (AMI), or eighty percent (80%) of the State Median Income (SMI), whichever is higher. • Income verification is required for enhanced measures. <p>Multi-Family Program</p> <ul style="list-style-type: none"> • Participants must demonstrate that at least sixty-six percent (66%) of the dwelling units in a building are occupied by households with incomes at or below eighty percent (80%) of the county's AMI, or eighty percent (80%) of the SMI, whichever is higher. <p>Single-family property owners certify they shall not raise the rent of any weatherized unit for a period of two (2) years from the date of weatherization because of the increased value of the unit due solely to weatherization measures provided (allowable factors for rent increase 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 Contractor/Agency, or actual increases in expenses of maintaining and operating this property).</p>

Appendix D: TCC Implementation Grants Funded Projects, Eligibility, and Requirements by Strategy

Table D-3: Decarbonized Energy and Energy Efficiency Strategy

They also must acknowledge and agree that the property is not for sale at the time of qualifying for the program and will not be offered for sale or otherwise distributed or is not in foreclosure for at least sixty (60) days following the completion of weatherization services.

For multi-family properties, deed restricted and/or subsidized properties must provide regulatory agreements with a government agency showing compliance with the income eligibility requirements. If there is less than ten (10) years remaining on the term of this regulatory agreement, the participant will agree to sign an Affordability Covenant provided by the Program stating that they will continue to meet income eligibility requirements to equal ten (10) total years. For market rate properties the participant agrees not to evict or commence any eviction proceeding against any tenant(s) of any qualifying dwelling unit in the building, except for cause and subject to all legal requirements and procedures for any such eviction and/or proceeding. This restriction is in force for a period of not less than ten (10) years. The owner also agrees that the rents for the qualified low-income dwelling units shall not be increased because of the energy efficiency upgrades and major capital improvements.



Appendix D: TCC Implementation Grants Funded Projects, Eligibility, and Requirements by Strategy

Table D-4: Water Efficiency Strategy	
Eligible Categories	TCC Fundable Elements
Replacement of inefficient appliances with high-efficiency models	<ul style="list-style-type: none"> • Commercial Dishwasher* • Residential Dishwasher* • Commercial Clothes Washer* • Residential Clothes Washer (single- and multi-family)* • Commercial Ice Machine* • Commercial Steam Cooker* • Commercial Combination Oven* • Equipment that uses single-pass cooling including ice machines and air conditioning units
Replacement of inefficient fixtures with high-efficiency models	<ul style="list-style-type: none"> • Faucets* • Showerheads* • Toilets and urinals • Commercial pre-rinse spray valves*
Holistic water efficiency upgrades	<ul style="list-style-type: none"> • Water audits for multi-family housing • Sub-metering for multi-family housing • Leak detection and repair at single family and multi-family housing • Optimization, repair, and/or replacement of inefficient cooling towers • Installation, retrofit, or replacement to achieve efficient irrigation in public and private green spaces such as single family and multifamily homes (drip irrigation, efficient sprinkler spray bodies, smart controllers, moisture sensors, etc.) • Application of compost, and/or mulch to reduce the need for watering, and retain soil moisture • Replacement of lawn with a water-wise landscape and/or edible gardens, and efficient irrigation system • Installation of low impact development (LID) for storm water management • Installation of rainwater and or storm water capture systems, including treatment and use for landscape irrigation, or toilet, and urinal flushing • Installation of onsite graywater systems, including capture, treatment and reuse for landscape irrigation, or toilet and urinal flushing
Lead or Co-applicants must include at least one of the following:	
<ul style="list-style-type: none"> • Local agencies • Joint Powers Authorities • Public schools, universities and colleges (UC, CSU, CA community colleges) 	<ul style="list-style-type: none"> • Nonprofit organizations • Community-based organizations • Community development corporations • Tribal governments
Project Costs	
Eligible Costs include, but are not limited to the following:	
<ul style="list-style-type: none"> • Direct costs associated with the purchase, installation or replacement of indoor and outdoor water efficiency measures including labor, materials and/or subcontractor costs • Direct costs associated with auditing, leak detection and repair • Engineering, design, permitting, installation of onsite non-potable water reuse systems and Low Impact Development to reduce runoff and increase infiltration • Must be certified EnergyStar, or equivalent, as applicable 	
Ineligible Costs:	
<ul style="list-style-type: none"> • Operations and maintenance costs 	

Appendix D: TCC Implementation Grants Funded Projects, Eligibility, and Requirements by Strategy

Table D-4: Water Efficiency Strategy	
	<ul style="list-style-type: none">• Overhead costs (for bonds)
Readiness Requirements	
	<ul style="list-style-type: none">• Plans and specifications must be completed• Project must be ready to bid



Appendix D: TCC Implementation Grants Funded Projects, Eligibility, and Requirements by Strategy

Table D-5: Materials Management Strategy	
Project 5.1. Organics Waste Reduction	
Eligible Categories	TCC Fundable Elements
Composting of organics⁵	<ul style="list-style-type: none"> • Construction, renovation or expansion of compost, anaerobic digestion, or preprocessing of organics (not as standalone project) compost or anaerobic digestion facilities and machinery that turn green or food materials into compost and/or energy products* • Purchase of associated equipment, machinery and site improvements • Residential or commercial compost or anaerobic digestion equipment or programs • Community-scale composting programs
Lead or Co-applicants must include at least one of the following:	
<ul style="list-style-type: none"> • Local governments • Private, for-profit entities • Solid waste service providers • Operators of composting or anaerobic digestion facilities or other facilities 	<ul style="list-style-type: none"> • Regional or local sanitation agencies, waste agencies, or Joint Powers Authorities State agencies • UC, CSU or other public universities and colleges • Nonprofit organizations (except private schools) • Federally recognized Indian tribes
Project Costs	
Eligible Costs include, but are not limited to the following:	
<ul style="list-style-type: none"> • All costs associated with implementation of the Project, with the exception of those listed below. 	
Ineligible Costs:	
<ul style="list-style-type: none"> • The purchase or retrofitting of vehicles or containers for collection of feedstock when not associated with a food waste prevention component • Collection/delivery/purchase of feedstock (i.e. food waste, green waste, or alternative daily cover) • Food dehydrators and liquefiers unless coupled with increased tons of Project Area generated food materials diverted from landfills and composted or digested • Purchase or lease of land or buildings • Purchases of offsets or allowances. 	
Readiness Requirements	
Permits:	
Applicants that want to establish facilities or expand existing facilities on property must report on when the following will be completed:	
<ul style="list-style-type: none"> • Solid Waste Facilities Permit • Water Permit • Conditional Use Permit • Air Quality Permit • Licenses and Filings 	
Other Requirements:	
<ul style="list-style-type: none"> • Feedstock Certification • Material Flow Charts (and supporting documentation) 	

⁵ Quantifiable elements in this section should demonstrate that materials generated in the Project Area are being diverted from landfills.

Appendix D: TCC Implementation Grants Funded Projects, Eligibility, and Requirements by Strategy

Table D-5: Materials Management Strategy	
Project 5.2. Recycling Program	
Eligible Categories	TCC Fundable Elements
Manufacturing value-added finished products using recycled fiber, plastic, and glass⁶	<ul style="list-style-type: none"> • Construction, renovation or expansion of facilities for recycled-content fiber, plastic, or glass or for the manufacture of value-added products* • Purchase of equipment and machinery • Real estate improvements associated with construction, renovation, or expansion • Stand-alone recycling education programs • Residential or commercial recycling collection equipment or programs
Non-traditional recyclables	<ul style="list-style-type: none"> • Reuse and repair programs for non-traditional recyclables (appliances, electronics, etc)
Lead or Co-applicants must include at least one of the following:	
<ul style="list-style-type: none"> <li style="width: 50%;">• Local governments <li style="width: 50%;">• Regional or local sanitation agencies, waste agencies, or Joint Powers Authorities State agencies <li style="width: 50%;">• Private, for-profit entities <li style="width: 50%;">• UC, CSU or other public universities and colleges <li style="width: 50%;">• Solid waste service providers <li style="width: 50%;">• Nonprofit organizations (except private schools) <li style="width: 50%;">• Operators of composting or anaerobic digestion facilities or other facilities <li style="width: 50%;">• Federally recognized Indian tribes 	
Project Costs	
Eligible Costs include, but are not limited to the following:	
All costs associated with implementation of the project, with the exception of those listed below.	
Ineligible Costs:	
<ul style="list-style-type: none"> • The purchase or retrofitting of vehicles or containers for collection of feedstock • Purchase or lease of land or buildings • Purchase of recycled fiber, plastic or glass feedstock • Purchases of offsets or allowances • Costs associated with projects that use pyrolysis, gasification or other thermal conversion technologies to create products 	
Readiness Requirements	
Permits:	
Report on when the following will be completed:	
<ul style="list-style-type: none"> • Solid Waste Facilities Permit • Water Permit • Conditional Use Permit • Air Quality Permit • Licenses and Filings 	
Other Requirements:	
<ul style="list-style-type: none"> • Feedstock Certification • Material Flow Charts (and supporting documentation) 	
Special Requirements	
<ul style="list-style-type: none"> • Report on when the following will be completed: 	

⁶ Quantifiable elements in this section should demonstrate that materials generated in the Project Area are being diverted from landfills.

Appendix D: TCC Implementation Grants Funded Projects, Eligibility, and Requirements by Strategy

Table D-5: Materials Management Strategy	
<ul style="list-style-type: none"> ○ Solid Waste Facilities Permit ○ Water Permit ○ Conditional Use Permit ○ Air Quality Permit ○ Licenses and Filings 	
Project 5.3. Food Waste Prevention and Rescue Program	
Eligible Categories	TCC Fundable Elements
Food waste prevention via food rescue⁷	<ul style="list-style-type: none"> ● New or expanded food rescue projects that result in food being distributed to people, with residuals being sent to composting or digestion when available in project area* ● Stand-alone food waste prevention, rescue, and recycling education programs
Other	<ul style="list-style-type: none"> ● Food waste prevention via source reduction*
Lead or Co-applicants must include at least one of the following:	
<ul style="list-style-type: none"> ● Local governments ● Private, for-profit entities ● Solid waste service providers ● Operators of composting or anaerobic digestion facilities or other facilities ● Regional or local sanitation agencies, waste agencies, or Joint Powers Authorities State agencies ● UC, CSU or other public universities and colleges ● Nonprofit organizations (except private schools) ● Federally recognized Indian tribes 	
Project Costs	
Eligible Costs include, but are not limited to:	
<ul style="list-style-type: none"> ● Refrigerators, freezers, and refrigeration systems ● Transportation such as refrigerated trucks ● Storage and collection infrastructure such as food crates or bins ● Food preparation and cooking items such as ovens, ranges, etc. ● Salaries ● Software costs (food waste online exchange and source reduction platforms) 	
Ineligible Costs:	
<ul style="list-style-type: none"> ● Food waste dehydrators and liquefiers ● Purchase or lease of land or buildings ● Purchase of feedstock (food) 	
Readiness Requirements	
<ul style="list-style-type: none"> ● Certification of Food Amount Available ● Material Flow Charts (and supporting documentation) 	

⁷ Quantifiable elements in this section should demonstrate that materials generated in the Project Area are being diverted from landfills.

Appendix D: TCC Implementation Grants Funded Projects, Eligibility, and Requirements by Strategy

Table D-6: Urban Greening and Green Infrastructure	
Eligible Categories	TCC Fundable Elements
Planting of trees in sites that are strategically selected to shade buildings (i.e., planted within 60 feet of an air conditioned building)	<ul style="list-style-type: none"> • Urban tree planting* <ul style="list-style-type: none"> ○ Tree and plant establishment care ○ Planting site preparation • Vegetation planting • Urban heat island mitigation by tree shading
Planting of trees in sites that do not shade buildings	<ul style="list-style-type: none"> • Enhancement and/or expansion of neighborhood park and community space (must include tree planting component)* • Planting trees in public lands and structures, which may include incorporation of riparian habitat for water capture and provide for other public and wildlife benefits* • Tree inventory, and/or urban forest mapping and analysis, and/or long term management plan (must include tree planting component)*
Green infrastructure	<ul style="list-style-type: none"> • Multi-objective storm water projects, including construction of permeable surfaces and collection basins and barriers through low impact development (LID) strategies • Innovative urban forest site improvement to create larger, more functional planting sites for trees, such as bio-swales, urban forestry education centers, edible landscaping and/or community gardens and orchards
Lead or Co-applicants must include at least one of the following:	
<ul style="list-style-type: none"> • Public Agency • Nonprofit organization • Joint Powers Authority 	<ul style="list-style-type: none"> • Special District • Qualifying Districts (include, but are not limited to, school, park, recreation, water, and local taxing districts)
Project Costs	
Eligible Costs include, but are not limited to the following:	
<ul style="list-style-type: none"> • Signs and interpretive aids, including exhibits, kiosks, display boards or signs about the project and funding acknowledgement • Costs associated with the implementation of the project • Land purchase for developing new parks and urban forest area • Tree establishment and maintenance cost during the grant term 	
Ineligible Costs:	
<ul style="list-style-type: none"> • Projects not in accordance with CAL FIRE standard and the Urban Forestry Act • Decorative tree grates and decorative tree guards • Tree removal • Inefficient irrigation valves, pumps, sprinkler control timers, or overly costly and elaborate irrigation systems • Urban wood and biomass projects may not remove trees solely for the purpose of utilization • Root barriers • Invasive species • Trees that rely on excessive amounts of water to survive • Trees that rely on synthetic fertilizer to survive • Trees that are inappropriate for the site selected or require excessive maintenance • Palm trees • Trees that will conflict with overhead or underground utilities or ground-located infrastructure 	

Appendix D: TCC Implementation Grants Funded Projects, Eligibility, and Requirements by Strategy

Table D-6: Urban Greening and Green Infrastructure	
Readiness Requirements	
Site Control:	
<ul style="list-style-type: none"> • Applicants are required to submit site control prior to planting trees on public or private land. Applicants must have clear permission from the governing agency or private property owner for the sites to be planted and/or utilized. 	
Other Requirements:	
<ul style="list-style-type: none"> • Operations and maintenance plan that extends to a minimum of five (5) years after the end of the grant term • Detailed Tree and Plant Species List approved by a certified expert (e.g. certified arborist, landscape architect) 	
Special Requirements	
Grantees must meet with their Regional Urban Forester before beginning work.	



Appendix D: TCC Implementation Grants Funded Projects, Eligibility, and Requirements by Strategy

Table D-7: Land Conservation and Restoration	
Eligible Categories	TCC Fundable Elements
Strategy and Outcome Projects	<ul style="list-style-type: none"> • Establish an Agricultural Land Mitigation Program* • Establish an Agricultural Conservation Easement Purchasing Program* • Adopt Urban Limit Line or Urban Growth Boundary* • Increase Zoning Minimums for Designated Strategic Agricultural Areas* • Adopt an Agricultural Greenbelt and Implementation Agreement*
Agricultural Conservation Easement Projects	<ul style="list-style-type: none"> • Agricultural conservation easements*
Lead or Co-applicants must include at least one of the following:	
<p><u>Strategy and Outcome Projects:</u></p> <ul style="list-style-type: none"> • Cities • Counties • Collaborators may include agricultural organizations, land trusts, open space districts, or other partners 	<p><u>Agricultural and Conservation Easement Projects:</u> All potential applicants must have conservation of agriculture, rangeland, or farmland among their stated purposes, as prescribed by statute, or as expressed in the entity's locally adopted policies</p> <ul style="list-style-type: none"> • Cities • Counties • Non-profit organizations • Regional park or open space districts or authorities. • Resource Conservation Districts
Project Costs	
Eligible Costs include, but are not limited to the following:	
<p><u>Strategy and Outcome Projects:</u></p> <ul style="list-style-type: none"> • Direct costs, including fully-burdened staff costs, incurred during the performance period specified in the Grant Agreement and related to the Project. <p><u>Agricultural and Conservation Easement Projects:</u></p> <ul style="list-style-type: none"> • Easement purchase price. In no situation shall the ACE purchase price be greater than the appraised fair market value of the agricultural conservation easement. • Reasonable costs associated with the easement acquisition, payment of which is subject to State review: <ul style="list-style-type: none"> ○ Fully-burdened applicant staff time for easement negotiations, title work, or project mapping ○ Technical and legal consulting ○ Appraisal⁸ ○ Preliminary title report ○ Baseline conditions report ○ Escrow fees ○ Title insurance fees ○ Surveys⁹ ○ Environmental site assessments⁸ ○ Mineral remoteness evaluation(s)⁸ 	

⁸ Appraisal cost can be incurred prior to the application; however, only the appraisal approved by DGS and used to justify the acquisition invoice will be reimbursed.

⁹ Justification of this expense must be provided in the application in order for this cost to be considered for approval.

Appendix D: TCC Implementation Grants Funded Projects, Eligibility, and Requirements by Strategy

Table D-7: Land Conservation and Restoration

Readiness Requirements

Strategy and Outcome Projects only:

- City or County is willing to implement one of the five strategies

Strategy and Outcome and Agricultural Conservation Easement Projects:

- Applicants must demonstrate that agricultural lands are at risk of conversion for purposes of the CARB 2017-2018 Quantification Methodology using one of these options:
 - Residential Risk: Valid options to demonstrate risk of conversion for which residential zoning can be used to calculate the number of extinguished development rights:
 - Agricultural land identified for development as evidenced by inclusion in a development proposal submitted to the local government, undergoing environmental review, or publicly available from controlling interests within the past 5 years;
 - Agricultural land identified for potential rezoning to non-agricultural use by a jurisdiction as evidenced by a revised zoning proposal or land use plan, or undergoing environmental review, within the past 5 years;
 - Agricultural land within a city’s Sphere of Influence or municipal service boundary and, if applicable, within the city’s urban growth boundary according to the city’s general plan;
 - Agricultural land within a proposed expanded city boundary (annexation), Sphere of Influence, municipal service boundary, or specific plan;
 - Agricultural land within two miles of a city’s Sphere of Influence or municipal service boundary, or within two miles of an unincorporated area which is zoned for or contains residential development where the average lot size is two acres or less.
 - Rural Residential Risk: Valid options to demonstrate risk of conversion for which rural residential zoning can be used to calculate the number of extinguished development rights:
 - Agricultural land that is determined to be in conformance with the Subdivision Map Act based on county-issued Certificates of Compliance;
 - Agricultural land up to five miles from land developed or zoned for rural residential use (one to ten acres) in the county General Plan;
 - Agricultural land within five miles of other agricultural land sold or advertised as rural home sites, rural recreational sites, or other development as evidenced through comparable sales, multiple listing services, or similar property sales tools within the last five years.
 - Risk of subdivision to current zoning minimums: Valid options to demonstrate risk of conversion for which the current level of agricultural zoning can be used to calculate the number of extinguished development rights.
 - Agricultural land located within two miles of attraction(s) such as a casino, resort, golf course, public recreation area, school or university; within two miles of a major highway intersection⁴; or within two miles of a planned road expansion project that increases vehicle capacity (e.g., additional lanes).
 - Proposal must support the implementation of a Sustainable Communities Strategy or regional plan that includes policies and programs to reduce greenhouse gas emissions.

Agricultural Conservation Easement Projects only:

- Acceptance of all Conditions of Funding
- Match funding secured or identified
- Plan to address title concerns in place
- Project structure and reserved rights identified

Appendix D: TCC Implementation Grants Funded Projects, Eligibility, and Requirements by Strategy

Table D-8: Health and Well-Being	
Eligible Categories	TCC Fundable Elements
Food Access	<ul style="list-style-type: none"> • Community gardens*¹⁰ • School gardens • Community kitchen • Food hubs to serve the project area population • Agricultural and healthy food education opportunities for children and adults
Park, Open Space, and Recreation Access	<ul style="list-style-type: none"> • Increase access to parks and green space through capital improvements projects or programs • Playground or park exercise equipment • Small recreational facilities (picnic areas, bathrooms)
Lead or Co-applicants must include at least one of the following:	
<ul style="list-style-type: none"> • City or county • Local health department • Other public agency, including public schools or school districts 	<ul style="list-style-type: none"> • Locally operating health system, hospital, clinic, health plan • Nonprofit organizations with expertise in health • UC, CSU, or other public universities and colleges • Tribal governments
Project Costs	
<p>Eligible Costs include, but are not limited to the following:</p> <ul style="list-style-type: none"> • Direct project costs, including staff and benefits • Support costs for training, technical assistance, marketing, outreach • Support costs for community engagement and participation • Costs associated with implementation of the project • Land purchase for establishing small scale community gardens <p>Ineligible Costs:</p> <ul style="list-style-type: none"> • Ongoing operational and maintenance costs 	
Readiness Requirements	
<ul style="list-style-type: none"> • Agreements with key partners that will be responsible for implementing the project • Minimum of five(5) years administrator expertise in implementing similar programs 	

¹⁰ Community gardens should have fruit trees to be quantifiable.

Appendix E: Other State Funding and Resources

Equitable Housing and Neighborhood Development

Program Name	Program Description	Eligibility	Type	Minimum/Maximum Award Amount	Website
Permanent Lending: Perm Takeout Loan	The California Housing Finance Authority (CalHFA) partners with private banks to provide a rate lock for a loan. CalHFA takes out the private lender (construction loan) with a permanent loan. These loans help affordable housing projects by requiring less cash flow to support debt because of very low rates. This program can be paired with other CalHFA programs (e.g. acquisition bonds). Tax exempt.	Rehab or new construction to preserve and/or increase the affordability of existing multi-family housing developments in need of substantial rehabilitation or recapitalization utilizing tax credits, but already have short term financing	Loan	Minimum loan amount of \$1 million	http://www.calhfa.ca.gov/multifamily/programs/permanent-takeout/index.htm
Acquisition/Rehabilitation Loan Program	Provides acquisition/rehabilitation and permanent loan financing in order to preserve and/or increase the affordability of existing multi-family housing developments in need of rehabilitation or recapitalization utilizing tax credits and in need of short term financing. Tax exempt.	Multi-family rehabilitation projects using tax credit financing	Loan	Minimum loan amount of \$1 million	http://www.calhfa.ca.gov/multifamily/programs/acquisition/index.htm
Permanent Lending: Small Loan Program	Permanent loan focused on rural housing but can also be urban. Taxable. Provides acquisition/ rehabilitation and permanent loan financing in order to preserve and/or increase the affordability of existing, smaller multi-family housing developments.		Loan	Minimum loan amount of \$1 million. Maximum of \$ 3.5 million	http://www.calhfa.ca.gov/multifamily/programs/acquisition/index.htm



Appendix E: Other State Funding and Resources

Equitable Housing and Neighborhood Development

Program Name	Program Description	Eligibility	Type	Minimum/Maximum Award Amount	Website
Special Needs Housing Program	Funding is from Proposition 63 and is for housing for mentally ill at risk of homelessness. Tax revenue money goes directly to counties, and counties can choose to allocate the funds directly to CalHFA, which then administers the financing for projects that the counties identify. Financing is gap financing intended to be a bridge to the No Place Like Home Program.	Housing for mentally ill at risk of homelessness			http://www.calhfa.ca.gov/multifamily/snhp/index.htm
CCI Affordable Housing and Sustainable Communities	AHSC invests in projects that reduce GHG emissions by supporting more compact, infill development patterns, encouraging active transportation and transit usage, and protecting agricultural land from sprawl development	Projects must demonstrate VMT reduction through fewer or shorter vehicle trips or incentivize mode shift to transit use, bicycling or walking within transit areas, with an emphasis on integration of or development of affordable housing, and with an emphasis on providing Disadvantaged Community or Low-Income Community benefits.	Grants/Loans		http://sgc.ca.gov/programs/ahsc/

Appendix E: Other State Funding and Resources

Transit Access and Mobility

Program Name	Program Description	Eligibility	Type	Maximum/Minimum Award Amount	Website
Zero Emissions Vehicle (ZEV) Program	Coordinates state efforts on ZEV infrastructure - Crafts strategies to accelerate ZEV infrastructure deployment - Tracks and expedites the development of electric vehicle (EV) charging and hydrogen fueling stations throughout the State - Strives to map the State's ZEV supply chain and identify areas for further business engagement and growth in California	Varies by funding source	Varies		http://www.businessportal.ca.gov/Business-Assistance/Start-a-Business/Zero-Emission-Vehicle-Program#218085-zev-incentives
Sales and Use Tax Exclusion (STE) Program	Sales and use tax exclusion to manufacturers that promote alternative energy and advanced transportation. These manufacturers create tens of thousands of high-paying, permanent jobs that bolster the State's economy. The STE Program is currently authorized through 2020. Part of ZEV Program.	Alternative Source product manufacturers, manufacturers of Advanced Transportation Technologies, Advanced Manufacturers, and manufacturers that process Recycled feedstock or utilize Recycled feedstock in the production of another product or soil amendment.			http://www.treasurer.ca.gov/caeatfa/ste/index.asp
Electric Vehicle Charging Station Financing Program	Loans for the design, development, purchase, and installation of EV charging stations at small business locations in California. The program may provide up to 100% coverage to lenders on certain loan defaults. Borrowers may be eligible to receive a rebate of 10-15% of the enrolled loan amount. Part of ZEV program.	Almost any corporation, partnership, cooperative or other entity with 1,000 or less employees.	Loan	Maximum loan amount of \$500,000	http://www.treasurer.ca.gov/cpca/calc/ap/evcs/



Appendix E: Other State Funding and Resources

Transit Access and Mobility

Program Name	Program Description	Eligibility	Type	Maximum/Minimum Award Amount	Website
CCI Transportation and Sustainable Communities Program	Supports various transportation programs that reduce GHG emissions	Varies by funding source	Varies		http://www.cacimateinvestments.ca.gov/sustainable-communities-clean-transportation/



Appendix E: Other State Funding and Resources

Decarbonized Energy and Energy Efficiency

Program Name	Program Description	Eligibility	Type	Maximum/Minimum Award Amounts	Website
Electric Program Investment Charge (EPIC)	The Electric Program Investment Charge was created to fund public interest investments in clean energy technologies and approaches for the benefit of electricity ratepayers of California's three largest electric investor-owned utilities.	Private and public entities, educational facilities, research organizations, and national laboratories.	Grant	Between \$250,000 - \$5 million	http://www.energy.ca.gov/research/epic/
Private Activity Bonds for District Heating & Cooling	Provides long term financing (up to 30 years) for district heating and cooling through the tax exempt bond market.				http://www.treasurer.ca.gov/caealfa/heating_cooling.asp
Energy Conservation Assistance Act (ECAA) Low Interest Loans (1%)	Funds are available for low-interest loans for energy efficiency and renewable energy generation projects to local jurisdictions, public care institutions, public hospitals, public colleges (except community college districts), and special districts. This is a continuously appropriated, revolving loan program. Funds are made readily available under the solicitation as they become available through loan repayments and interest earnings or new funding.	The California Energy Commission accepts loan applications on a first-come, first-served basis. Local jurisdictions, special districts, public care institutions, public hospitals, and public colleges (except community college districts) are all eligible to apply.	Loan	Maximum loan amount is \$3 million per application. No minimum.	http://www.energy.ca.gov/efficiency/financing/index.html



Appendix E: Other State Funding and Resources

Decarbonized Energy and Energy Efficiency

Program Name	Program Description	Eligibility	Type	Maximum/Minimum Award Amounts	Website
Energy Conservation Assistance Act - Education Subaccount (ECAA-Ed) No Interest Loans (0%)	Funds are available for no-interest loans for energy efficiency and renewable energy generation projects to school districts, charter schools, county offices of education, state special schools, and community college districts. This is a continuously appropriated, revolving loan program and funds are made available through the California Clean Energy Jobs Act (Proposition 39).	The California Energy Commission accepts loan applications on a first-come, first-served basis. School districts, charter schools, county offices of education, state special schools, and community college districts designated to receive Proposition 39 award funds are eligible to apply.	Loan	Maximum loan amount is \$3 million per application. No minimum.	http://www.energy.ca.gov/efficiency/funding/index.html
Energy Conservation Assistance Act (ECAA) Low Interest Loans (0%)	Funds are available for low-interest loans for energy efficiency and renewable energy generation projects. This is a continuously appropriated, revolving loan program. Funds are made readily available under the solicitation as they become available through loan repayments and interest earnings or new funding.	The California Energy Commission accepts loan applications on a first-come, first-served basis. School districts, charter schools, county offices of education, state special schools and community college districts are eligible. All loan applicants must be designated to receive a Clean Energy Jobs Act (Proposition 39) award.	Loan	Maximum loan amount is \$3 million per application. No minimum.	http://www.energy.ca.gov/efficiency/funding/index.html
New Solar Homes Partnership (NSHP)	Provides incentives for solar on new home construction. To be eligible for the NSHP incentive, the home must receive electricity from one of the following investor-owned utilities: Pacific Gas and Electric Company, Southern California Edison Company, San Diego Gas and Electric Company, and Bear Valley Electric Service.	The projects should be highly energy efficient, at a minimum of 15 percent beyond the 2008 Title 24 Building Energy Efficiency Standards or compliant with 2013 Building Energy Efficiency Standards.	Rebate	Maximum: Affordable Housing-- 75% of system cost; other projects-- 50% of system cost	http://www.gosolarcalifornia.ca.gov/about/nshp.php



Appendix E: Other State Funding and Resources

Decarbonized Energy and Energy Efficiency

Program Name	Program Description	Eligibility	Type	Maximum/ Minimum Award Amounts	Website
CCI Clean Energy & Energy Efficiency Program	Provides funding for energy efficiency and clean energy generation, reduced energy and water use through installation of more efficient appliances, and agricultural equipment. Residential energy efficiency programs support SB 350 targets through investments that allow low-income homeowners in disadvantaged communities to improve their homes through weatherization and solar installation projects.	Varies by program	Varies		http://www.caclimateinvestments.ca.gov/energy-efficiency-clean-energy/

Appendix E: Other State Funding and Resources

Water Efficiency

Program Name	Program Description	Eligibility	Type	Maximum/ Minimum Award Amounts	Website
Prop 1 Integrated Regional Water Management (IRWM)	Grant funds for development and revisions of IRWM Plans, and implementation of projects in IRWM Plans. Goals of Projects: a) help water infrastructure systems adapt to climate change, including, but not limited to, sea level rise; b) provide incentives for water agencies throughout each watershed to collaborate in managing the region's water resources and setting regional priorities for water infrastructure; and c) improve regional water self-reliance consistent with Section 85021.	Public agencies, non-profit organizations, public utilities, federally-recognized Indian tribes, state Indian tribes listed on the Native American Heritage Commission's Tribal Consultation list, and mutual water companies (Water Code Section 97917 (a-b)).	Grant	Proposition 1 bond funding allocation for the entire program is \$510 million for 12 funding areas. Guidelines contain information on how potential funding of multiple IRWM efforts within a funding area will occur and maximum grant amount per funding area. The Proposal Solicitation Packages (PSP) and Request for Proposal (RFP) will have predetermined amount of funds available.	https://www.water.ca.gov/Work-With-Us/Grants-And-Loans/IRWM-Grant-Programs
Prop 1 Available Funding	Grant funds for a variety of programs	Variety	Variety		http://bondaccountability.resources.ca.gov/P1ProgramList.aspx?Prop=48&ChapterPK=all&ChapterName=Prop_1
CCI Water Energy Grant Program	Provides funds to implement water efficiency programs or projects that reduce greenhouse gas emissions, and reduce water and energy use	Eligible applicants are local agencies, joint powers authorities, or nonprofit organizations	Grant	Maximum: 3 million per proposal	https://www.water.ca.gov/Work-With-Us/Grants-And-Loans/Water-Energy-Grant-Programs



Appendix E: Other State Funding and Resources

Materials Management

Program Name	Program Description	Eligibility	Type	Maximum/ Minimum Award Amounts	Website
Water Recycling	The Program promotes the beneficial use of treated municipal wastewater (water recycling) in order to augment or offset fresh water supplies in California by providing technical and financial assistance to agencies and other stakeholders in support of water recycling projects and research.	Those eligible for a construction grant include local public agencies, 501(c)(3) nonprofit organizations qualified to do business in California, public utilities, federally recognized Indian tribes, state Indian tribes listed on the Native American Heritage Commission's California Tribal Consultation List, and mutual water companies.	Loan/Grant	Construction Grants: 35% of total project costs (\$15 million maximum) Construction Loans: Low interest loans with up to 30-year term based on credit review.	http://www.waterboards.ca.gov/water_issues/programs/grants_loans/water_recycling/
Orphan Site Cleanup Fund	Program provides financial assistance to eligible applicants for the cleanup of sites contaminated by leaking petroleum underground storage tanks (USTs) where there is no financially responsible party, and the applicant is not an eligible claimant to the UST Cleanup Fund.	All entities with exception of Federal/State Agencies	Grant	Maximum award is \$1 million per occurrence	https://www.waterboards.ca.gov/water_issues/programs/ustcl/oscf.shtml
Clean Water State Revolving Fund Program	The Federal Water Pollution Control Act (Clean Water Act or CWA), as amended in 1987, established the Clean Water State Revolving Fund (CWSRF) program. The CWSRF program offers low-interest financing agreements for water quality projects such as construction of publicly-owned facilities and expanded use projects.	Public agencies, tribal governments, designated and approved management agency under Section 208 of the Clean Water Act.	Loan/Grant	None	http://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/index.shtml

Appendix E: Other State Funding and Resources

Materials Management

Program Name	Program Description	Eligibility	Type	Maximum/Minimum Award Amounts	Website
Prop 1, Water Quality, Supply, and Infrastructure Improvement Act of 2014	Proposition 1 authorized general obligation bonds for water projects including surface and groundwater storage, public water system infrastructure improvements, and drinking water protection and remediation.	Public agencies, nonprofit organizations, public utilities, federally-recognized Native American tribes, and mutual water companies.	Loan/Grant	Varies by Program	http://www.waterboards.ca.gov/water_issues/programs/grants_loans/proposition1.shtml
CCI Natural Resources and Waste Diversion Program	Provides investments in organic waste management and waste diversion to reduce GHG emissions as well as criteria and toxic air pollutants. Also invests in climate mitigation strategies that reduce GHG emissions from wildfire and land conversion, and store carbon in biomass and soils	Varies	Grants	Varies by Program	http://www.waterboards.ca.gov/water_issues/programs/grants_loans/proposition1.shtml

Appendix E: Other State Funding and Resources

Urban Greening and Green Infrastructure

Program Name	Program Summary	Eligibility	Type	Maximum/Minimum Award Amounts	Website
Drought Response Outreach Program for Schools (DROPS)	The program provides funds for stormwater capture projects to reduce stormwater pollution and increase infiltration. All projects must include a student education aspect to teach students about the water quality benefits of the installed project.	K-12 school districts, county offices of education, federally-recognized tribes (only Proposition 13 Watershed funds), and K-12 charter schools located on publicly-owned property.	Grant	Sliding scale depending on applicant size: \$50,000 - \$2.5 million	http://www.waterboards.ca.gov/drops/
Proposition 1, Chapter 7, Section 79747(a) - Stormwater	Grants for multi-benefit storm water management projects.	Public agencies, nonprofit organizations, public utilities, state and federally-recognized Native American tribes, and mutual water companies.	Grant	Planning: Maximum \$500,000, Minimum \$50,000 Implementation: Maximum \$10 million, Minimum \$250,000	http://www.waterboards.ca.gov/water_issues/programs/grants_loans/swgp/prop1/
Environmental Enhancement & Mitigation	Funding for projects that contribute to mitigation of the environmental effects of transportation facilities as follows: 1) urban forestry projects designed to offset vehicular emissions of carbon dioxide; 2) resource lands projects that provide for the acquisition or enhancement of resource lands to mitigate the loss of, or the detriment to, resource lands lying within or near the right-of-way acquired for transportation improvements; and 3) mitigation projects beyond the scope of the lead agency responsible for assessing the environmental impact of the proposed transportation improvement.	Any State, local, federal, or 501c(3) non-profit entity. The agency or entity is not required to be a transportation or highway related organization, but must be able to demonstrate adequate charter or enabling authority to carry out the type of project proposed. Two or more entities may participate in a project with one designated as the lead agency	Grant	Maximum: \$1 million for acquisitions and generally, \$500,000 for development projects	http://resources.ca.gov/grants/environmental-enhancement-and-mitigation-eem/

Appendix E: Other State Funding and Resources

Urban Greening and Green Infrastructure

Program Name	Program Summary	Eligibility	Type	Maximum/ Minimum Award Amounts	Website
CCI Urban Greening Grant Program	Fnds projects that reduce GHG emissions by enhancing and expanding neighborhood parks; provide greening of public lands and structures; mitigate urban heat islands; establish green streets and alleyways; and develop nonmotorized urban trails that provide safe routes for travel between residences, workplaces, commercial centers, and school. A minimum of 75% of the available fund will be awarded to projects located within and benefiting disadvantaged and low-income communities	Eligible urban greening projects will reduce GHG emissions and provide multiple additional benefits, including, but not limited to, a decrease in air and water pollution or a reduction in the consumption of natural resources and energy. Eligible projects will result in the conversion of an existing built environment into green space that uses natural and green infrastructure approaches to create sustainable and vibrant communities.	Grant		http://resources.ca.gov/grants/urban-greening/

Appendix E: Other State Funding and Resources

Land Conservation and Restoration

Program Name	Program Description	Eligibility	Type	Minimum/Maximum Award Amount	Website
Flood Corridor Program	<p>This statewide program funds multi-objective, flood risk reduction projects that protect and restore floodplains and preserve or enhance wildlife habitat and agriculture. The program funds primarily non-structural projects, including acquiring and conserving floodplains, removing structures and precluding development in flood prone areas, and constructing earthen detention basins, along with restoring habitat and protecting agricultural land. Setback levees are also included when they enable a more naturally functioning floodplain.</p> <p>Flood Corridor Program includes three flood protection grant programs:</p> <ul style="list-style-type: none"> • Flood Protection Corridor Program (Propositions 13 and 84); • Floodway Corridor Program (Proposition 1E); and • Central Valley Nonstructural Grants Program (Proposition 1E). 	<p>Local public agencies (county, city, district or joint powers authority), nonprofit organizations, California Native American Tribes registered as a nonprofit organization or partner of a nonprofit or local public agency.</p> <p>Also, direct expenditure funding to other government agencies (local, State, or federal), nonprofit organizations, or contractors for projects proposed by Department of Water Resources that are in the State's interest to fulfill program goals.</p>	Grant	<p>Maximum - \$5 million (which may be increased with Director's approval if necessary to achieve the goals of the program). No minimum.</p>	<p>https://www.water.ca.gov/Work-With-Us/Grants-And-Loans/Flood-Corridor-Program</p>
Environmental Enhancement Fund (EEF)	<p>Awards grants to support environmental enhancement projects located within or immediately adjacent to waters of the State. An enhancement project is a project that acquires habitat for preservation, or improves habitat quality and ecosystem function above baseline conditions.</p>	<p>Any nonprofit organizations, cities, counties, cities and counties, districts, state agencies, and departments; and, to the extent permitted by federal law, federal agencies</p>	Grant	<p>Past awards have ranged from \$7,000 to \$415,000</p>	<p>www.wildlife.ca.gov/OSPR/Science/Environmental-Enhancement-Fund/About</p>
Proposition 1 Watershed Restoration Grant Program	<p>Provides funding to implement the California Water Action Plan: more reliable water supplies, the restoration of important species and habitat, and a more resilient, sustainably managed water resources system (e.g., water supply, water quality, flood protection, environment) that can better withstand inevitable and unforeseen pressures in the coming decades. The Watershed Restoration Grant Program funds water quality, river, and watershed protection and restoration projects of statewide importance outside of the Delta.</p>	<p>Public agencies (state agencies or departments, special districts, joint powers authorities, counties, cities, or other political subdivisions of the state), nonprofit organizations, public utilities, federally recognized Indian tribes, state Indian tribes listed on the Native American Heritage Commission's California Tribal Consultation List, and mutual water companies</p>	Grant	None	<p>https://www.wildlife.ca.gov/Conservation/Watersheds/Restoration-Grants</p>



Appendix E: Other State Funding and Resources

Land Conservation and Restoration

Program Name	Program Description	Eligibility	Type	Minimum/Maximum Award Amount	Website
<p>CCI Wetlands Restoration for Greenhouse Gas Reduction Program</p>	<p>Invests in projects designed to restore or enhance coastal tidal wetlands, Sacramento-San Joaquin Delta wetlands, or mountain meadows for the purpose of achieving quantifiable greenhouse gas (GHG) benefits and providing important co-benefits.</p>	<p>Eligible applicants include public agencies (including federal agencies, State agencies, county, city, public college or university, or any other political subdivision of California), federally recognized Indian tribes, State Indian tribes listed on the Native American Heritage Commission's California Tribal Consultation List, and nonprofit organizations qualified to do business in California and qualified under §501(c)(3) of Title 26 of the United States Code</p>	<p>Grant</p>		<p>https://www.wildlife.ca.gov/Conservation/Watersheds/Greenhouse-Gas-Reduction</p>

Appendix E: Other State Funding and Resources

High-Quality Job Creation and Local Economic Development

Program Name	Program Description	Eligibility	Type	Maximum/ Minimum Award Amounts	Website
Capital Infusion Program	Grant funding for Small Biz Development Centers (SBDC). Funds are dispensed by SBDC's - there are now 34 participating. Program helps small business owners gain access to capital or funds by expanding the no-cost consulting services of the California SBDC Network. Through the program, business owners can receive one-on-one confidential free guidance at local SBDCs participating in the program on issues ranging from attaining a loan, securing venture capital, or alternative financing.	Focused on low/moderate income communities	Grant		http://gov-qobiz-elb-1780917013.us-west-2.elb.amazonaws.com/Programs/Small-Business-Assistance/Capital-Infusion-Program
California Capital Access Program (CalCAP)	The program encourages banks and other financial institutions to make loans to small businesses that have difficulty obtaining financing. CalCAP also provides for specialty programs targeted toward creating more charging stations for electric vehicles and retrofitting polluting diesel trucks.	Varies by program	Loans		http://www.treasurer.ca.gov/cpca/calcap/evcs/summary.asp
CA Business Investment Services (CalBIS)	Helps with business relocations - staying in or moving to California. Services include: - No-fee site selection - Financial assistance and loan programs - Labor availability and education information - State and local permit assistance - Transportation and infrastructure information - Information on tax credits and other incentive programs - Economic and demographic data	No floor or ceiling re size of biz			http://gov-qobiz-elb-1780917013.us-west-2.elb.amazonaws.com/Programs/Business-Investment-Services/Business-Investment-Services



Appendix E: Other State Funding and Resources

High-Quality Job Creation and Local Economic Development

Program Name	Program Description	Eligibility	Type	Maximum/ Minimum Award Amounts	Website
CalCompetes	Income tax credit for businesses who want to come, stay, or grow in California	Preference for low income. No geographic preference.			http://gov-qobiz-elb-1780917013.us-west-2.elb.amazonaws.com/Programs/CaliforniaCompetesTaxCredit
Permit Assistance Program	Offers comprehensive permit and regulatory compliance assistance to all businesses in California by serving as the central source of permit guidance for all permits to start or expand a business in California.				http://gov-qobiz-elb-1780917013.us-west-2.elb.amazonaws.com/Programs/Permit-Assistance/Permit-Assistance

Appendix F: Publicity Guidelines

BRANDING

TCC Grant Recipients are required to use the SGC and CCI names and/or logos for all publications, websites, signage, invitations, and other media-related and public-outreach products related to the TCC grant. Guidance on logo usage, signage, and logo files contained in the Style Guide are available at: www.caclimateinvestments.ca.gov/logo-graphics-request. All such materials must include the following standard language about the TCC Program and the California Climate Investments:

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 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.

The TCC Program is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities. The Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investments website at: www.caclimateinvestments.ca.gov.

MEDIA

TCC Grant Recipients are required to identify a point of contact for all press inquiries and communications needs related to the project and provide the name, phone number and email address of this individual to the SGC. Grantees must also distribute a press release after grant decisions are made at the SGC's Public Council Meeting and are encouraged to do so for other major milestones throughout the lifecycle of the grant. All press releases must be approved by the SGC Communications Office prior to distribution and the SGC must be alerted and invited to participate in any and all press conferences related to the grant.

COMMUNICATIONS MATERIALS

TCC Grant Recipients are required to prepare one or more 2-4 page documents that provide a summary of the grant components and tell the story of the TCC proposal development process and/or implementation. These materials will be displayed on the SGC website.

SOCIAL MEDIA

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