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Exhibit A: SCOPE OF WORK

1. Purpose of the Agreement

The purpose of this agreement, which includes Standard Agreement form 213 (STD 213), and all exhibits and attachments (collectively referred to as "Grant Agreement") is to memorialize the terms and conditions related to the Governor's Office of Land Use and Climate Innovation (LCI) award of grant funds to City of San Leandro ("the Grantee").

The EHCRP funds local, regional, and tribal planning and implementation projects to mitigate the impacts of extreme heat or the urban heat island effect.

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

For fiscally sponsored projects: the Grantee is understood to be the Fiscal Sponsor for the purposes of this agreement, acting on behalf of the sponsored project.

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

LCI released the final EHCRP Guidelines for this Grant Agreement on April 5, 2024 (hereafter, "the Grant Guidelines" or "the Guidelines") ([Exhibit E](#)). In accordance with the Guidelines, Grantee submitted its application ("Application") ([Exhibit G](#)) by May 7, 2024. LCI awarded a grant to fund the project described in the Application, subject to any conditions contained within the Award Letter ([Exhibit F](#)). This project, described in the Application and Award Letter, will be referred to as the "Project" throughout this Grant Agreement.

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

3. Grant Term

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

All work outlined in the Project must be completed within thirty months of executing the Grant Agreement. Submit last invoice by end of month 30.

4. Authorized Signatories

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

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

5. Party Representatives

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

LCI

| Name | Title | Phone Number | Email |
|---------------|---------------|------------------|-----------------------|
| Dr Braden Kay | Grant Manager | (279) 228 – 6133 | braden.kay@lci.ca.gov |

Grantee

| Name | Title | Phone Number | Email |
|--|-----------------------------|--------------|--|
| Grantee Primary Contact: Jennifer Auletta | Parks and Landscape Manager | | jiauletta@sanleandro.org |
| Budget Lead: Jennifer Auletta | Parks and Landscape Manager | | jiauletta@sanleandro.org |
| Authorized Signatory: Janelle T. Cameron | City Manager | 510-577-6022 | jcameron@sanleandro.org |

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

6. Grantee Responsibilities

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

- Using grant funds only as set forth in the Project and within the specified timelines set forth in this Grant Agreement.
- Completing work on time and within budget. This includes meeting all milestones and deliverables, as described in and in accordance with the Work Plan ([Attachment 2](#)), unless otherwise agreed to by all parties through the amendment process described in [Exhibit B, Section 8](#).
- Submitting invoices for reimbursement pursuant to [Exhibit B, Section 2](#) and using the Invoice template. The Invoice Template will be provided during Invoice Training, and a sample is included in [Attachment 5](#).
- Meeting all reporting requirements as set forth in [Exhibit A, Section 8](#).
- Complying with all applicable statutes, rules, and regulations.
- Maintaining an accounting system that accurately reflects all fiscal transactions and provides accounting information, retaining all records and required

documents as specified in [Exhibit C, Section 4](#), and providing all required documents during an audit, as specified in [Exhibit C, Section 5](#).

- G. Entering into a partnership agreement with Co-Applicant(s) and Contributor(s), if any, and ensuring that the agreement is maintained throughout the Grant Term. The partnership agreement must: 1) outline the respective obligations of the Grantee and its Partners throughout the Grant Term to implement the Project, 2) include commitments from the Grantee and the Partners that they will implement their respective obligations, 3) require co-applicants and contributors to provide copies of all documentation of actions taken related to the Project to the Lead Applicant for retention in compliance with the requirements specified in [Exhibit C, Sections 4 and 5](#), and 4) include information about how the partners will make decisions and resolve disputes.
- H. Any other obligations set forth in this Grant Agreement.

7. Document Submission

A. Electronic Mail

When this Grant Agreement requires Grantee to give invoices, reports, or other documents to the LCI, Grantee must use email and, if available, the LCI-provided online submission platform and unless this Grant Agreement specifically requires that the document be sent by mail.

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

- B. Grantee acknowledges that submissions to LCI may be subject to the California Public Records Act. For tribal grantees, program staff will consult on alternative methods for information sharing to address any concerns.

8. Reporting Requirements

A. Check-Ins

- i. Grantee must participate in regular check-in meetings with EHCRP staff and report on Project progress toward meeting High Level Tasks identified in the Work Plan along with any Performance Metrics and Timeliness related to that progress. The Grantee's check-in meeting schedule will align with the invoicing frequency set forth in [Exhibit B, Section 2](#). The Grantee must participate in no fewer than two check-in meetings per year. Grantee's attendance and participation at scheduled check-ins are a material part of this Agreement."

B. Progress Reports

- i. Grantee will submit progress reports as specified in the grant guidelines. Grantee must use the templates that will be made available to grantees via Grantee's attendance and participation at scheduled check-ins are a material part of this Agreement. the program's SharePoint. The progress reports must contain documentation of the work performed and should discuss how that work relates to specific deliverables outlined in the Work Plan ([Attachment 2](#)) and the Budget Detail Worksheet ([Attachment 4](#)).
- ii. Grantee will submit a mid-term progress report to LCI half-way through the Grant Term at a date to be included in the Work Plan ([Attachment 2](#)) and using a template that will become available through the program's

SharePoint folder. The mid-term progress report will track the work completed during the first half of the Grant Term and should include the following information:

- a. Outline of all activities taken pursuant to the Work Plan ([Attachment 2](#)) and the outcomes of each activity.
 - b. Meetings and actions taken by the Grantee.
 - c. An accounting of the expenditures made by the Grantee
 - d. Feedback on the implementation process for EHCR program staff including barriers, challenges, and opportunities.
- iii. When the Project is completed, Grantee must submit a Final Report. To complete and submit the Final Report:
- a. Submit the Final Report with the last invoice. If Grantee does not submit the Final Report with the last invoice, then the last invoice will be considered incomplete and returned following the process specified in [Exhibit D, Section 5A](#).
 - b. Use the Final Report Template, which will be available in the program's SharePoint folder.
 - c. Sign the Final Report. Make sure the Final Report is signed by the person authorized to sign on the most current Authorized Signatory Form ([Attachment 1](#)).
 - d. Include details in the Final Report. Put enough detail in the Final Report to show that Grantee completed the Project and fulfilled the terms of the Grant Agreement and that both the last invoice and the five percent (5%) retention should be paid for completing the Project.
- C. Additional Reporting Requirements
- i. Grants that are funded by the Greenhouse Gas Reduction Fund (GGRF) funds must comply with all GGRF reporting requirements.

9. No Work Outside the Project Area

- A. The "Project Area" shall be defined as the area boundary for the Project, as identified in application (Exhibit G) and workplan (Attachment 2). Invoices submitted need to reflect that work has occurred on the project area ([Exhibit G](#)).
- B. No work outside the Project Area will be reimbursable through this agreement. LCI disclaims any representations, express or implied, that any work outside the Project Area that was not approved as part of the Application is or will be funded by the EHCRP. Grantee waives any claims against LCI related to such work.

10. Conditions for Beginning Work

- A. Readiness Requirements
 - a. Conditions for beginning work apply to all projects proposing physical infrastructure, nature-based solutions, or other modifications to a property. Grantee must ensure that the Project meets all readiness requirements prior to expending any direct project costs ("Direct Costs"). For the purposes of the Conditions for Beginning Work Section ([Exhibit A, Section 10A](#)), Direct Costs are defined as expenses directly tied to physical items

necessary for implementation. Examples of Direct Costs may include, but are not limited to, the purchase of tangible construction and installation materials.

- b. Indirect costs ("Indirect Costs") that support project readiness are allowed during the first six months. For the purposes of the Conditions for Beginning Work Section ([Exhibit A, Section 10A](#)) of this agreement, Indirect Costs are not directly tied to grant-funded tasks related to the construction or modification of physical infrastructure. Examples of Indirect Costs may include, but are not limited to, programmatic activities such as research and community outreach, personnel costs for administrative, supervisory, legal, or executive staff, and expenses for support units such as clerical support and housekeeping.
 - c. Readiness requirements include:
 - i. CEQA compliance documentation if applicable.
 - ii. A demonstration of site control. For Projects where the Grantee or one of its partners does not own the site, the Grantee must provide evidence of a legally binding commitment of the site owner(s) to transfer ownership or allow the Grantee and/or its partners to access the site as needed for the purposes of implementing the Project.
 - iii. Documentation of all permits required to implement the Project. A list of all permits required to implement the Project must be included in the Work Plan included with this Agreement in [Attachment 2](#).
 - iv. Documentation of any other pre- implementation requirements identified in the Work Plan ([Attachment 2](#)).
 - d. Grantee must demonstrate readiness within the first 6 months of the Grant Term. Readiness will be assessed and approved independently for each project.
 - e. LCI has sole discretion to determine when the Grantee has demonstrated readiness for the Project. The Grantee and its partners may only expend Direct Costs on the Project once Grantee receives written notice from LCI.
 - f. LCI will provide written notice regarding the readiness status of each Project in a Readiness Memo. The Readiness Memo will be updated as the Grantee submits additional readiness documentation.
- B. Failure to meet Readiness Requirements
- a. If Grantee fails to meet all required readiness requirements within the 6 months of the Grant Term will be, the project will be deemed infeasible and ineligible for reimbursement, unless LCI gives written approval to extend the timeline to meet the readiness requirements.
 - b. Grantee may petition LCI for approval to extend the deadline to meet readiness requirements by submitting a written petition to LCI no later than one month prior to the readiness deadline. The written petition shall include information detailing the actions the Grantee and its partners have taken up to this point to attempt to meet the readiness deadline, the reason(s) that it is not feasible for the Grantee and its partners to meet

the readiness deadline, and how much additional time is needed for the Grantee to fulfill all remaining readiness requirements.

- c. If the Project is deemed infeasible and ineligible for reimbursement, Grantee may not allocate Project funds to any different project without written LCI approval.

C. CEQA Readiness Requirements

- a. Grantee is responsible for complying with all applicable laws and regulations for the Project, including the California Environmental Quality Act (CEQA) (PRC § 21000 et seq.) if applicable. Documentation of CEQA compliance must be provided to LCI to establish readiness prior to Project implementation.

- b. The following documentation is acceptable to demonstrate CEQA compliance:

- i. Documentation for projects to which CEQA does not apply
 - 1. A signed letter or similar document from the head of the administrative approving entity (e.g., Planning Director) of the lead agency stating that CEQA does not apply to the Project and the basis for that determination.
- ii. Documentation for projects that are categorically or statutorily exempt
 - 1. A CEQA Notice of Exemption (NOE) that has been approved by the appropriate body pursuant to their obligations under CEQA; or
 - 2. Other documentation confirming that the project is exempt from CEQA, including but not limited to:
 - a. A resolution adopted by the legislative body of the lead agency (e.g., City Council, Board of Supervisors) confirming a project's exemption. If a resolution or similar mechanism is not available or does not exist, meeting minutes documenting the legislative body's consideration and approval of the project's CEQA compliance may be submitted.
 - b. A signed letter or similar document from the head of an administrative approving entity (e.g., Planning Director) of the lead agency.

- iii. Documentation for all other projects subject to CEQA

- 1. A file-stamped Notice of Determination

- D. Although not required to establish readiness for Project implementation, Grantee must inform LCI if any legal claims are filed challenging any of the approvals for the Project, including CEQA approvals, within 3 business days of service of the complaint.

Exhibit B: Budget Detail and Payment Provisions

1. Fiscal Administration and Payment

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

2. How to Submit Invoices

- A. Grantee must email the Invoice (PDF) to AccountsPayable@OPR.CA.GOV and copy the Grant Manager and Senior Planner identified by LCI in [Exhibit A, Section 5](#) on the email as well. The email must include the Grant Agreement number and Grantee's name in the subject line. Grantee shall submit invoices at least quarterly but no more frequently than monthly to the Grant Manager unless specified otherwise. A request for payment shall consist of:
 - i. The Invoice on official letterhead and signed by the Authorized Signatory or authorized designee specified in this Agreement ([Exhibit A, Section 3](#)), certifying the expenditures are for actual expenses for the tasks performed under this Grant Agreement. While an example of the Invoice Template will be provided during training, a sample is included in [Attachment 5](#).
 - 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 all itemized costs. Documentation may include but is not limited to: copies of purchase orders, receipts, subcontractor invoices, and timesheets. These items must contain sufficient information to establish that the specific service was rendered, or purchase was made.
 - a. Supporting documentation should be clearly labeled by task.
 - b. 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.

- B. Supporting documentation (e.g., timesheets, activity logs, cancelled checks) for matching funds does not need to be submitted to LCI but should be retained by Grantee in the event of an audit ([Exhibit C, Section 5](#)).
- C. At any time, LCI 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, LCI 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, LCI shall have the option to either cancel this Grant Agreement or offer an amendment to reflect the reduced amount. In the event that LCI cancels the Grant Agreement, LCI shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement, and Grantee shall not be obligated to perform any provisions of this Grant Agreement.

5. Payment Provisions

- A. All costs to be reimbursed must be consistent with the Guidelines and the Project ([Exhibit E](#)).
- B. Partners must invoice Grantee before Grantee submits an invoice to LCI. All payments will be issued to the Grantee, who will be responsible for disbursing payment to Partners. All invoices submitted by Partners to the Grantee must be contain sufficient information for Grantee to be able to invoice LCI in accordance with Exhibit B, Sections 1 and 2.
- C. All costs to be reimbursed must be reasonable, as defined below:
 - i. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining reasonableness of a given cost, consideration must be given to:
 - 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 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 Agreement.
 - iii. Market prices for comparable goods or services for the geographic area.

- iv. Whether the Grantee or Partner acted with prudence in the circumstances considering their responsibilities to their 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.
- ii. LCI has the sole discretion to determine if a cost is reasonable. Any costs that do not meet the requirements above may not be reimbursed by the State. The Grantee may file a Dispute to contest LCI's determination as set forth at Exhibit D, Section 5.
- D. Indirect Costs exceeding twenty percent (20%) of the total grant award are not eligible for reimbursement, as defined in the Guidelines.
- E. LCI will reimburse Grantee only for actual expenses incurred during the term of this Grant Agreement, as specified in the Budget Detail Worksheet ([Attachment 4](#)).

6. Travel Reimbursement

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

- A. LCI will only reimburse for actual expenditures incurred for in-state travel with the exception of incidental costs, which are not reimbursable.
- B. Grantee shall maintain, and submit upon request, detailed travel records and supporting documents (e.g., travel request and approval forms, expense claims, invoices, and receipts for lodging and transportation) showing the date and purpose of the grant-related travel, destination, and, in the case of travel by automobile, the number of miles driven.
- C. Grantee shall ensure travel costs are included in the Budget Detail Worksheet ([Attachment 4](#)) and are tied to tasks and deliverables in the Work Plan ([Attachment 2](#)).
- D. Grantee and any person traveling pursuant to this Grant Agreement indemnifies and holds harmless LCI and the State of California for any liabilities resulting from such travel.

7. Work Plan and Budget Modifications

- A. Grantee must keep the Work Plan ([Attachment 2](#)) and Budget Detail Worksheet ([Attachment 4](#)) up to date as specified in this Section and [Exhibit B, Section 8](#).
- B. Changes of up to twenty percent (20%) of the cost description outlined in the Budget Detail Worksheet ([Attachment 4](#)) shall be made by providing a written request to LCI before submission of the affected invoice and shall be effective upon written approval from the Grant Manager. Total costs cannot exceed the maximum grant fund amount set forth in this Agreement. Once effective, the change shall be deemed incorporated into the Grant Agreement.
- C. Moderate changes to deliverable due dates and minor changes to subtask descriptions in the Work Plan ([Attachment 2](#)) shall be made by providing a written request to LCI before submission of the affected invoice and shall be

effective upon written approval from the Grant Manager. Once effective, the change shall be deemed incorporated into the Grant Agreement. Once effective, the change shall be deemed incorporated into the Grant Agreement.

- D. Material changes to the Work and Budget shall follow the amendment process, specified in [Exhibit B Section 8](#). Material changes include:
- i. Cost changes of more than twenty percent (20%) between cost descriptions in the Budget Detail Worksheet
 - ii. Elimination or alteration of tasks or deliverables
 - iii. Significant changes to deliverable due dates
 - iv. Change in Partners, see [Exhibit A, Section 1](#)
 - v. Other changes deemed material by the Grant Manager

8. Amendments

- A. This section applies to all amendments to this Grant Agreement, except for the following:
- i. Changes to the Authorized Signatory Form ([Attachment 1](#)). For changes to the Authorized Signatory Form see [Exhibit A, Section 3](#).
 - ii. Changes to Party Representatives as set forth in [Exhibit A, Section 4](#).
 - iii. Non-Material changes to the Work Plan and Budget Detail Worksheet as set forth in [Exhibit B, Section 7](#).
- B. For all other amendments, Grantee must request and obtain prior written approval before any amendment to this Grant Agreement is valid.
- C. Request for amendments must:
- i. Be prepared, in writing, on official letterhead and signed by the Authorized Signatory or designee for Grantee.
 - ii. Be submitted to the Grant Manager at least two (2) months prior to when the amendment is needed.
 - iii. Include the Grant Agreement number, a detailed explanation of the proposed amendment, reason for the proposed amendment, and the effect of not approving the request.
 - iv. Include a copy of the document(s) requested for amendment that shows the requested changes.
- D. The Grant Manager will make reasonable efforts to respond in writing within fifteen (15) working days from receipt of request to approve or deny the request for amendment, including the reason for the decision.
- E. The Grant Manager will make reasonable efforts to process amendments within thirty (30) days of the approval date. The amendment will not be in effect until both Parties' Authorized Signatories or designees have signed the Grant Agreement amendment.

Exhibit C, General Terms and Conditions

1. Approval

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

2. Amendment

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

Commented [CG1]: Remove section 7, link to Exhibit B

3. Assignment

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

4. Records Retention

- A. Grantee shall establish an official file containing adequate documentation of all actions taken with respect to the Project, including copies of the Grant Agreement, changes, amendments, letters, email correspondence, invoices, financial records, and reports and other documentation for a minimum of four (4) years following the final payment of funds or until completion of any action and resolution of all issues which may arise as a result of an audit, whichever is later. Grantee further agrees to require co-applicants (see [Exhibit A, Section 6G](#) for partnership agreement requirements) and subcontractors to provide copies of all documentation of actions taken related to the Project to the Grantee for retention in compliance with this section.
- B. Grantee shall adequately protect all records, physical and electronic, from loss, damage, or destruction during the four (4) year retention period.
- C. Grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the Work Plan ([Attachment 2](#)) and Budget Detail Worksheet ([Attachment 4](#)). Separate bank accounts are not required. Grantee must maintain financial records of expenditures in accordance with generally accepted accounting principles.
- D. Grantee must maintain documentation of its normal procurement policies and procedures.

5. Audit and Accounting

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

Department of Finance, the Bureau of State Audits, or their designated representative(s). Grantee agrees to allow the auditor(s) access to such records during normal business hours, excluding State of California holidays, and to allow interviews of any employees who might reasonably have information related to such records.

- B. Grantee further agrees to comply with Government Code section 8546.7 in its interactions with co-applicants and subgrantees and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code section 10115.10.
- C. Partners and subcontractors of the Grantee who are paid with grant funds under the terms of this Grant Agreement shall be responsible for maintaining accounting records as specified above. Grantee shall include a term in all contracts to that effect.

6. Indemnification

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

7. Disputes

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

8. Independent Grantee

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

9. Non-Discrimination Clause

During the performance of this Grant Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, color, ancestry, national origin, religion, creed, age (over 40), mental disability, physical disability, sex, gender (including pregnancy, childbirth, breastfeeding, or related medical conditions), sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, and military and veteran status. Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§12990, subds. (a)-(f) et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2§, § 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Grant

Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Grant Agreement.

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

10. Timeliness

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

11. Governing Law

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

12. Unenforceable Provision

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

13. Revenue

All revenue generated as a part of the Project by Grantee, their partners or subcontractors must be used to further the Project to the extent reasonably possible. Grantee must keep records of revenue expenditures for audit purposes.

Exhibit D, Special Terms and Conditions

1. Compliance with Laws and Regulations

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

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

2. Subcontractors and Partners

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

Nothing contained in this Grant Agreement or otherwise shall create any contractual relationship between LCI 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 LCI 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 LCI's obligation to make payments to Grantee. As a result, LCI 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

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

- B. Grantee agrees that LCI has the right to visit the site of the Project described in the Application ([Exhibit G](#)) and the Project Area ([Exhibit G](#)).
- C. Grantee agrees that LCI has the right to conduct a final inspection of completed Projects, as determined by LCI. For any construction projects which require certification by the appropriate registered professional (such as a California Registered Civil Engineer or Geologist) that the Project has been completed in accordance with any final plans and specifications, Grantee must notify the LCI Grant Manager of the inspection date at least (10) working days prior to the inspection in order to provide LCI the opportunity to participate.
- D. The LCI Grant Manager has the right to request phone calls or in-person meetings with the Grantee's Party Representatives to discuss the progress of the Project. Grantee must work with the LCI Grant Manager to accommodate monitoring requests.

5. Dispute Resolution

A. Invoice Disputes

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

B. General Disputes

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

C. Contesting a Dispute Decision

- i. If Grantee contests a decision made by the Grant Manager, Grantee may submit a written "Notice of Dispute" on official letterhead. The "Notice of Dispute" shall include:
 - The Grant Agreement number
 - A complete description of the basis for the dispute

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

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

Governor's Office of Land Use and Climate Innovation
EHCRP
Attn: EHCRP Program Manager
1400 Tenth Street
Sacramento, CA 95814

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

6. Termination

- A. Completion of Project. This Grant Agreement shall terminate upon completion of the Project and payment of the last invoice, except those provisions which survive termination.
- 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 LCI to rectify any deficiency(ies) prior to the early termination date.
 - i. Conditions of early termination:
 - a. Upon any termination, Grantee must deliver all invoices, reports, and other deliverables required by this Grant Agreement up to the time of termination. Grantee must deliver all materials within sixty (60) calendar days of the termination date.
 - b. Upon receipt of notice from LCI of Termination for Convenience, or upon sending the notice of early termination to LCI, Grantee shall immediately take action to ensure neither it nor any Partner or Subcontractor incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities.
 - c. LCI will examine the extent of Grantee compliance for work partially completed and reasonably determine costs eligible for reimbursement based on final invoices submitted and compliance with this Grant Agreement.
 - ii. The rights and remedies of LCI and Grantee provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

7. Waiver of Rights

- A. Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from LCI, 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 LCI, 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 LCI, its officers, agents, and employees.
- C. None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing.

8. Insurance Requirements

- A. A Grantee that is a governmental organization may provide evidence of sufficient self-insurance to satisfy the insurance requirements below.
- B. If Grantee is not a governmental organization or is a governmental organization that is unable to provide evidence of sufficient self-insurance, then the following are the insurance requirements:
- C. Grantee must ensure the following insurance policies are obtained and kept in force for the term of this Grant Agreement, with no lapses in coverage, that cover any acts or omissions of Grantee or its employees engaged in carrying out any tasks specified in this Grant Agreement:
 - i. Workers' Compensation Insurance in an amount of not less than the statutory requirement of the State of California (Labor Code, § 3700 et seq.).
 - ii. Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence for bodily injury and property damage combined.
 - iii. Motor vehicle liability with limits not less than \$1,000,000 per accident for bodily injury and property damage combined. Such insurance shall cover liability arising out of a motor vehicle including owned or hired, and non-owned motor vehicles.
- D. Insurance policies must name the State of California, its officers, agents, employees, and servants as additional insured parties for the commercial general liability and automobile liability insurance, but only with respect to work performed under this Grant Agreement.
- E. Grantee is responsible for guaranteeing that a copy of each Certificate of Insurance is submitted LCI within sixty (60) calendar days of the Grant Agreement signature. The grant number must be included on each submitted Certificate of Insurance.
- F. Grantee must notify LCI prior to any insurance policy cancellation or substantial change of policy, including lapse of coverage, change in coverage amount, or change in carrier. Grantee shall submit proof of new or updated policy based on insurance requirements within thirty (30) days of policy cancellation or substantial policy change. Failure to provide proof of insurance may result in termination of this Grant Agreement.

9. Stop Work

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

10. Remedies of Nonperformance

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

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

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

11. Publicity

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

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

The Extreme Heat and Community Resilience Program supports a growing practice of extreme heat relief and long-term resilience to extreme heat across California. Extreme heat will impact every county in California. However, there are many actions we can take to reduce or prevent heat-related impacts to public health, our ecosystems, and the economy. EHCRP is dedicated to supporting a statewide movement to build resilience to extreme heat through job creation, placemaking, place-keeping, and protecting and improving health outcomes of Californians who are disproportionately impacted, exposed to, or

at risk of harm from extreme heat.

- *The EHCRP is an initiative of the Integrated Climate Adaptation and Resiliency Program (ICARP) housed within the Governor's Office of Land Use and Climate Innovation. ICARP advances statewide climate adaptation and resilience by coordinating investments, partnerships and climate science to ensure people, natural systems, and the built environment are protected, prepared, and thrive in the face of climate change. Learn more: <https://opr.ca.gov/climate/icarp/>*
- *Press Releases, Flyers, and Visual Materials: Any informational materials that do not qualify as long-form, but that include at least a paragraph of text, such as press releases, media advisories, short case studies, flyers, etc., must include either of the following messages:*

Long version:

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

Short version:

"[Project Name] is supported by the Extreme Heat and Community Resilience Program implemented by the Governor's Office of Land Use and Climate Innovation."

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

- B. **Media Inquiries:** Grantees must distribute a press release after grant decisions are presented during ICARP Technical Advisory Council (TAC) Meetings, and may be requested to present before the TAC and release communications materials for other major milestones throughout the lifecycle of the grant. All press releases must be approved by the LCI Communications and External Affairs prior to distribution and LCI must be alerted to all press events related to the grant.
- C. **Communications Materials and Photos:** Grantee shall share between 8-12 high-resolution, color photos with LCI during the Grant Term. These photos should include pictures of people involved with the Project, the Project area, and/or

activities conducted during the Grant Term. LCI reserves the right to use these photos across its communications platforms.

- D. Social media: Grantee is encouraged to use social media to share and inform the public of activities under this Grant Agreement. We are present in [LinkedIn](#), [Facebook](#), [Instagram](#), [Snapchat](#), and [X](#).

12. Drug-Free Workplace Certification

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

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

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

13. Americans with Disabilities Act

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

14. Air/Water Pollution Violation Certification

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

15. Payee Data Record Form - STD 204

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

16. Equipment

- A. The cost to lease equipment to use in the grant project area may be charged to the grant. Cost of leased equipment charged to the grant must be substantiated with receipts identifying equipment was leased, lease rate and total cost.
- B. Use of equipment owned by the Grantee but not purchased with grant funds, may be charged to the grant at a rate set by the California Department of Transportation Labor Surcharge and Equipment Rental Rate Guide. Use of Grantee equipment must be substantiated with an equipment usage log that identifies the equipment used, rate, and total rental cost.
- C. Purchase of equipment using grant funds is allowable only with prior approval by the LCI Grant Manager. The Grantee must provide to LCI a cost-benefit analysis to justify the cost of purchasing equipment as opposed to leasing the same equipment.
 - i. The cost of equipment purchased shall be substantiated by purchase receipt.
 - ii. Any equipment purchased with grant funds with LCI approval that is reimbursable as a Direct Cost of the Project must be solely owned on the title by the Grantee or Partner.
 - iii. Each grant-funded piece of equipment must be dedicated to the same use described in proportion in scope as in the Grant Agreement, unless LCI otherwise approves in writing, for the useful life of the equipment.
 - iv. If the owner of the grant-funded equipment determines that it no longer has need for the grant-funded equipment before the end of the equipment's useful life, the owner shall donate the grant-funded equipment to a public entity or nonprofit organization that will use the grant-funded equipment for purposes that are similar to the purpose intended in the Grant Agreement or to a public entity or nonprofit that serves the project area.
 - v. For the duration of the useful life of each grant-funded piece of equipment, the grantee shall maintain a record identifying each piece of grant-funded equipment, the expected useful life of each item, and the ultimate disposition (disposal or donation). The requirements of this section will survive termination of this agreement.
- D. Grantee will assume all risk including cost for maintenance, repair, loss, destruction, and damage to all equipment until disposition of equipment. LCI may, at its discretion, repair any damage or replace any lost or stolen items and deduct the cost thereof from Grantee's invoice to the State, or require Grantee to repair or replace any damaged, lost, or stolen equipment to the satisfaction of LCI with no expense to the State.
- E. In the event of theft, a report must be filed immediately with the California Highway Patrol (State Administrative Manual § 8643 [Lost, Stolen, or Destroyed Property]).

- F. Grantee must maintain an inventory record for grant-funded equipment purchased or built with funds provided under this Grant Agreement. In addition, items of grant-funded equipment or supplies that are prone to theft, loss, and misuse and may contain sensitive data (e.g., computers, printers, smartphones, tablets, cameras, GPS devices, etc.) must be inventoried. This equipment inventory record must be updated within mid-term reports and reports accompanying quarterly invoices, and upon request [reference reporting requirements section].

17. Infrastructure

- A. Grantee must ensure all necessary rights of way, property ownership, or leases have been secured prior to construction for at least the useful life of the Project. Purchases of all real property required for the Project must be free and clear of liens, conflicting easements, obstructions, and encumbrances. Any property acquisition by Grantee must not involve eminent domain proceedings or threat of eminent domain proceedings. Grantee must record deed restrictions on Project property, as applicable.
- B. For any rights of way, real and personal property, leases, improvements, and infrastructure funded as a reimbursable direct cost of the Project, the Grantee, Partner, or public agency, as approved in writing by the LCI Grant Manager, must be the sole owner of the title or leasehold. Each site acquired or improved upon with funding provided under this Grant Agreement must remain permanently dedicated to the described use in the same proportion and scope as was in the Grant Agreement, unless LCI agrees otherwise in writing. If the ownership or use of the property changes to a use not in accordance with the Grant Agreement, Grantee may be required to reimburse the State in a manner determined by LCI.
- C. Grantee, Partner, or Subcontractor, as applicable, is obligated to continue operation and maintenance of the physical aspects of the Project for its full useful life, which, for the purpose of this Grant Agreement, includes any extensions of that life achievable by reconstruction, rehabilitation or enhancements, in accordance with the described use in the same proportion and scope as in the Grant Agreement, unless LCI agrees in writing. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon written approval from LCI. The Project and its facilities must be maintained, supervised, and inspected by adequate and well-trained staff and/or professionals and technicians as the project reasonably requires.

18. Debt Security

Grantee will not use or allow the use of any portion of real property purchased solely with EHCRP grant funds as security for any debt.

19. Force Majeure

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

Partners, Subcontractors, or vendors, and beyond the reasonable control of such party.

20. Expatriate Corporations

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

21. Corporation Qualified to do Business in California

When work under this Grant Agreement is to be performed in California by a corporation, the corporation must be in good standing and currently qualified to do business in the state. "Doing business" is defined in Revenue and Taxation Code Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit.

22. Self-Dealing and Arm's Length Transactions

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

23. Relocation

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

24. Child Support Compliance Act

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

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

25. Environmental Justice

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

26. Union Organizing

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

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

27. Prevailing Wages and Labor Compliance

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

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

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

Exhibit E, [EHCRC Guidelines](#)

Exhibit F, Award Letter



State of California
Governor's Office of Land Use and Climate Innovation
1400 10th Street, Sacramento, California, 95814
lci.ca.gov

November 1, 2024

Jennifer Auletta
jauletta@sanleandro.org

RE: Award Notification – Extreme Heat and Community Resilience Program Round 1, Small
Planning Grant Award, City of San Leandro, Western Alameda County Tree Partner
Network

Dear Jennifer Auletta and partners,

The Governor's Office of Land Use and Climate Innovation is pleased to inform you that the City of San Leandro has been selected as a Round 1 Grantee for the Extreme Heat and Community Resilience Program award of \$244,545 for the project titled "Western Alameda County Tree Partner Network". The Extreme Heat and Community Resilience Program will fund planning and implementation projects to mitigate the impacts of extreme heat or the urban heat island effect. The Program will build frameworks for change and invest in local, regional, and tribal projects that strengthen communities that are vulnerable to extreme heat. Congratulations on your successful application!

In the coming weeks, ECHRP staff will schedule a kickoff meeting to discuss and address any outstanding issues identified by staff and an interagency review panel, as well as finalize the partnership and grant agreement. Grantees and Partners will need to work closely and collaboratively with staff to address all issues prior to grant execution. Please note, this is a preliminary award, and LCI reserves the right to rescind or make changes to awards before the agreement is executed. This award is contingent on the execution of a grant agreement.

We ask that you keep the awards announcement confidential until LCI posts the information publicly on our website.

We look forward to our partnership in the coming years. If you have any questions, please contact Braden Kay, ECHRP Program Manager, at braden.kay@opr.ca.gov.


Sincerely,

Sam Assefa

Director, Governor's Office of Land Use and Climate Innovation

Governor's Office of Land
Use & Climate Innovation
1400 Tenth Street
Sacramento, CA 95814

Exhibit G, Grant Application

| | | |
|---|--|--|
| CA Gov. OPR - Extreme Heat and Community Resilience Program | | Powered by Submittable  |
| Title | City of San Leandro - Western Alameda County Tree Partner Network | 05/06/2024 id. 46445055 |
| by Hoi-Fei Mok in EHCRP - Full Application Form (2024/25) hfmok@sanleandro.org | | |
| Original Submission | | 05/06/2024 |
| Score | n/a | |
| Application Label | City of San Leandro - Western Alameda County Tree Partner Network | |
| Would you like to add anyone (e.g., Co-Applicants) to this form to (1) help you respond to these questions, (2) be able to view and access your response later, and (3) have EHCRP staff cc in future communications with you? | | |
| Project Overview | | |
| What is the project name? | Western Alameda County Tree Partner Network | |
| What type of grant are you applying for? | Small Planning Grant | |
| Lead and Partners Summary Lead Applicant | | |
| Name of entity acting as Lead Applicant | City of San Leandro | |
| Lead Applicant's entity type | Local or Regional Public Entity | |
| If awarded, local and regional public entity applicants should provide a letter or other document approved by the governing body or board of the entity committing to the execution of the project proposed in the application. | | |

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: _____ **Title:** _____
(Type or Print Name)

Signature: _____ **Date:** _____

Delegated Authorized Signatories:

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

Signature: _____ **Date:** _____

Document(s) Authorized to sign:

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

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

Signature: _____ **Date:** _____

Document(s) Authorized to sign:

- ☐ All Grant Related Documents
- ☐ Grant Agreement
- ☐ Grant Amendments
- ☐ Budget Amendments

Governor's Office of Land Use and Climate Innovation– Extreme Heat and Community Resilience Program – Round 1
Grant Number: LCI SPPD24132, City of San Leandro

- ☐ Reports
- ☐ Invoices
- ☐ Other _____

Attachment 2: Work Plan

Project Name:

| Work Plan | | | | | | |
|--|--|--|--|---|---|-------------------------------------|
| Proposal Name: | Western Alameda County Tree Partner Network | | | | | |
| Lead Applicant: | City of San Leandro | | | | | |
| Project Description: (500 character limit) | The Western Alameda County Tree Partner Network envisions cultivating an urban forest across San Leandro and unincorporated Alameda County, fostering community resilience to extreme heat. By leveraging existing partnerships and local stakeholders, the project aims to transform spaces into tree-rich areas, enhancing shade and air quality. The initiative involves assessing organizational readiness and capacity to implement tree planting programs. It will produce a partner network map, readiness plan, and educational workshops. | | | | | |
| Character Count | 0 | | | | | |
| Task 1: Regional Research & Stakeholder Engagement | | | | | | |
| Subtask | Description <i>Include detail of activities or deliverables</i> | Deliverables / Milestones <i>Major outcomes and/or metrics used to demonstrate success</i> | Timeline <i>Indicate month of project that activity will take place</i> | Task Lead <i>Which project partner is responsible for this task?</i> | Partners Involved <i>If the partners are not identified include future plans to engage</i> | EHCPR Eligible Activities Addressed |
| Subtask A: Tree Equity Needs & Capacity Review | Assess existing urban forestry plans and local nonprofit infrastructure in San Leandro and unincorporated Alameda County. Document gaps in funding, staffing, and volunteer coordination for community-based tree planting and care. | Summary memo outlining current urban forestry efforts, community capacity gaps, and unmet needs across West Alameda County. | Months 1–3 | City of San Leandro | SCA, HARD, Alameda County | Small Planning Grant |
| Subtask B: Partnership Identification | Identify local nonprofits, CBOs, schools, churches, and agencies with interest or capacity to support tree planting, care, and community greening. Include those not traditionally part of tree work but with access to volunteers, land, or outreach capacity. | Partner directory with contact information, mission alignment, and potential roles in a regional network. | Months 1–3 | City of San Leandro | SCA, HARD, Alameda County, Rescape | Small Planning Grant |
| Subtask C: Co-Design Planning & Strategy Toolkit | Develop tools and facilitation strategies to guide collaborative planning with potential network partners. Include visioning exercises, role clarification, and governance structure options. | Co-design session guidebook including agendas, activities, and sample governance models (e.g., fiscal sponsor model, collaborative council). | Months 2–4 | City of San Leandro | SCA, HARD | Small Planning Grant |
| Subtask D: Convene Partner Planning Roundtables | Host collaborative working sessions with local partners to shape a shared vision, operating model, and resource needs for a regional urban forestry alliance. | Vision summary outlining shared priorities, preferred partnership structure, and key capacity-building needs. | Months 4–6 | City of San Leandro | SCA, HARD, Alameda County | Small Planning Grant |
| Subtask E: Build & Launch Advisory Council | Recruit residents and local leaders to serve as a founding advisory group. Provide onboarding, schedule regular sessions, and document input on structure and roles of the emerging network. | Roster of community advisors, meeting summaries, and guiding principles for ongoing engagement. | Months 6-8 | City of San Leandro | SCA, HARD | Small Planning Grant |
| Subtask F: Host Community Advisory & Learning Group Meetings | Conduct regular meetings throughout project duration to guide implementation, engage members, share progress, and seek feedback on deliverables. | Agendas, meeting minutes, action items and recommendations. | Months 6–30 | City of San Leandro | Advisory Group, SCA | Small Planning Grant |

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| Task 2: Asset Mapping & Tree Education | | | | | | |
|---|--|---|--|---|---|-------------------------------------|
| Subtask | Description <i>Include detail of activities or deliverables</i> | Deliverables / Milestones <i>Major outcomes and/or metrics used to demonstrate success</i> | Timeline <i>Indicate month of project that activity will take place</i> | Task Lead <i>Which project partner is responsible for this task?</i> | Partners Involved <i>If the partners are not identified include future plans to engage</i> | EHCPR Eligible Activities Addressed |
| Subtask A: Develop Outreach Plan | Develop comprehensive outreach and engagement plan for asset mapping and listening sessions, including schedule of outreach tasks, partner assignments, preferred outreach channels, targets, and translation services required. | Outreach and engagement plan for all asset mapping/listening sessions. | Month 6 | City of San Leandro | SCA, HARD | Small Planning Grant |
| Subtask B: Host Asset Mapping Sessions | Conduct two community asset mapping sessions with the advisory group and partners to determine capabilities, resources and partnership opportunities with individuals or a coalition of organizations. | Agenda, facilitation plan and meeting summary | Months 8-12 | City of San Leandro | Advisory Group, SCA, HARD | Small Planning Grant |
| Subtask C: Host Listening Sessions | Conduct two community outreach sessions with potential partners to identify needs, interest areas, strengths, and barriers to network participation. | Agenda, facilitation plan, and meeting summary | Months 8-12 | City of San Leandro | Community-based Organizations and Community Members | Small Planning Grant |
| Subtask D: Synthesize Learnings from Asset Mapping & Listening Sessions | Analyze input to inform future program goals. | Asset map and summary report highlighting themes and recommendations. | Months 12-14 | City of San Leandro | Advisory Group, SCA, HARD | Small Planning Grant |
| Task 3: Ecosystem Mapping | | | | | | |
| Subtask | Description <i>Include detail of activities or deliverables</i> | Deliverables / Milestones <i>Major outcomes and/or metrics used to demonstrate success</i> | Timeline <i>Indicate month of project that activity will take place</i> | Task Lead <i>Which project partner is responsible for this task?</i> | Partners Involved <i>If the partners are not identified include future plans to engage</i> | EHCPR Eligible Activities Addressed |
| Subtask A: Partnership Analysis | Use asset map and data from outreach sessions to identify connections, collaboration gaps, and partnership strengths. | Partnership matrix and draft connection map. | Months 14-16 | City of San Leandro | SCA, HARD, Alameda County | Small Planning Grant |
| Subtask B: Draft Ecosystem Map | Create first draft of regional urban forestry ecosystem network map. | Preliminary network map visuals. | Months 16-18 | City of San Leandro | SCA, HARD | Small Planning Grant |
| Subtask C: Gather Feedback on Draft Ecosystem Map | Conduct review session with advisory group and partners to review draft map. | Feedback report and updated visuals. | Months 18-19 | City of San Leandro | SCA, HARD, Advisory Group | Small Planning Grant |
| Subtask D: Finalize Ecosystem Map | Incorporate feedback and finalize regional tree ecosystem map for publishing. | Final ecosystem map and narrative description. | Month 20 | City of San Leandro | SCA, HARD | Small Planning Grant |

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| Task 4: Partner Network Training | | | | | | |
|--|--|--|--|---|---|-------------------------------------|
| Subtask | Description <i>Include detail of activities or deliverables</i> | Deliverables / Milestones <i>Major outcomes and/or metrics used to demonstrate success</i> | Timeline <i>Indicate month of project that activity will take place</i> | Task Lead <i>Which project partner is responsible for this task?</i> | Partners Involved <i>If the partners are not identified include future plans to engage</i> | EHCRP Eligible Activities Addressed |
| Subtask A: Develop Partner Network Curriculum | Design curriculum modules for network partners that includes standard practices for volunteer engagement, event planning, tool kits for planting events, standard practices for tree planting and care and tree database management. | Written curriculum, training videos, event checklists and training guides. | 20-22 | City of San Leandro | Urban Forestry Experts, SCA, HARD | Small Planning Grant |
| Subtask B: Facilitate Partner Network Training | Train partners on curriculum over multiple training sessions. | Training plan, record of participants, powerpoint presentation, video recordings of trainings. | 22-30 | City of San Leandro | Urban Forestry Experts, SCA, HARD | Small Planning Grant |
| Task 5: Tree Planting Network Workplan | | | | | | |
| Subtask | Description <i>Include detail of activities or deliverables</i> | Deliverables / Milestones <i>Major outcomes and/or metrics used to demonstrate success</i> | Timeline <i>Indicate month of project that activity will take place</i> | Task Lead <i>Which project partner is responsible for this task?</i> | Partners Involved <i>If the partners are not identified include future plans to engage</i> | EHCRP Eligible Activities Addressed |
| Subtask A: Draft Equity Commitment & Practices Section | Develop values and equity commitments guiding the network's planting priorities and partnerships. | Draft equity commitment and guiding principles section. | Months 23-25 | City of San Leandro | Advisory Group | Small Planning Grant |
| Subtask B: Draft Partner Protocols Section | Establish protocols for collaboration, communication, and partner roles in implementation. | Draft partner protocols document. | Month 25 | City of San Leandro | Advisory Group | Small Planning Grant |
| Subtask C: Draft Governance Procedures Section | Create clear procedures for decision-making and governance structure of the regional partnership. | Draft governance document. | Month 25–26 | City of San Leandro | Advisory Group | Small Planning Grant |
| Subtask D: Draft Phased Network Building Section | Outline phased implementation of regional tree planting activities and regional priorities. | Draft network building and expansion timeline. | Month 26 | City of San Leandro | All Partners | Small Planning Grant |
| Subtask E: Disseminate Draft Tree Planting Workplan | Circulate draft workplan for review and comment among stakeholders and public. | Public review draft document and comment summary. | Months 26–28 | City of San Leandro | Public Stakeholders | Small Planning Grant |
| Subtask F: Finalize & Publish Tree Planting Workplan | Finalize and release tree planting workplan for implementation across Western Alameda County. | Final tree planting workplan published. | Month 30 | City of San Leandro | All Partners | Small Planning Grant |

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| Task 6: Project Management | | | | | | |
|--------------------------------------|---|---|--|---|---|-------------------------------------|
| Subtask | Description <i>Include detail of activities or deliverables</i> | Deliverables / Milestones <i>Major outcomes and/or metrics used to demonstrate success</i> | Timeline <i>Indicate month of project that activity will take place</i> | Task Lead <i>Which project partner is responsible for this task?</i> | Partners Involved <i>If the partners are not identified include future plans to engage</i> | EHCRP Eligible Activities Addressed |
| Subtask A: Program Meetings | Facilitate recurring program management meetings with partners and leads to monitor progress, resolve issues, and track milestones. | At least 6 meetings held and documented with notes and action items. | Months 1–30 | City of San Leandro | SCA, HARD, Alameda County | Small Planning Grant |
| Subtask B: Peer-to-Peer Learning | Participate in EHCRP-led peer-to-peer learning sessions to build capacity, share best practices and access technical assistance. | Attendance and engagement in at least 3 regional or statewide sessions. | Months 6–30 | City of San Leandro | EHCRP Grantees | Small Planning Grant |
| Subtask C: EHCRP Reporting | Compile and submit required EHCRP programmatic and financial documentation throughout the grant period. | Quarterly or periodic reports submitted in compliance with EHCRP guidelines. | Ongoing | City of San Leandro | N/A | Small Planning Grant |
| Subtask D: Midterm Report | Develop and submit a mid-project report highlighting progress, lessons learned, and initial impacts. | Submitted midterm report summarizing progress and stakeholder engagement. | Month 15 | City of San Leandro | N/A | Small Planning Grant |
| Subtask E: Final Report & Case Study | Compile final project outcomes into a comprehensive report and case study to share publicly and with EHCRP. | Final report and case study highlighting achievements and key learnings. | Month 30 | City of San Leandro | N/A | Small Planning Grant |

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Attachment 3, Budget Detail Worksheet

| Budget | | | | | | | | | | | |
|---|---|--|---|------------------|--|--|---------------------------|----------------------------------|--|----------------------------|--------------------------------|
| Proposal Name: | Western Alameda County Tree Partnership | | | | | | | | | | |
| Lead Applicant: | City of San Leandro | | | | | | | | | | |
| Cap/Threshold Summary Table | Direct Costs | | Indirect Costs | | | | | | | | |
| Cap/Threshold | 80-100% | | 0-20% | | | | | | | | |
| Calculated | 95.2% | | 4.8% | | | | | | | | |
| Total | \$ 232,900.00 | | \$ 11,645.00 | | | | | | | | |
| Cost Description | Cost Type | Cost per unit (Examples: Hourly rates, fees, etc.) | Number of Units (Example: Hours worked, fee cost, etc.) | Total EHCPR Fund | Task 1: Regional Research & Stakeholder Engagement | Task 2: Asset Mapping & Tree Education | Task 3: Ecosystem Mapping | Task 4: Partner Network Training | Task 5: Tree Planting Network Workplan | Task 6: Project Management | Total EHCPR Fund [Cross Check] |
| Subcontractor 1: Responsible for scheduling/organizing meetings (Tasks 1(F), 2 (B,C), and 6(A)), Reviewing and finalizing deliverables (Tasks 1-3), Preparing curriculum and assisting with training in (Task 4), Preparing final workplan (Task 5) and project management (Task 6). Estimated hours built into each task. (Unit: Hours for Contract) | Subcontractor Staff Costs | \$ 300.00 | 250 | \$ 75,000.00 | \$ 6,000.00 | \$ 6,000.00 | \$ 6,000.00 | \$ 9,000.00 | \$ 18,000.00 | \$ 30,000.00 | \$ 75,000.00 |
| Subcontractor 2: Responsible for facilitating asset mapping and community engagement activities (Tasks 1 & 2), and development of the ecosystem map (Task 3). Will synthesize information gathered from research and sessions, and review final deliverables (Tasks 4 & 5). (Unit: Hours for Contract) | Subcontractor Staff Costs | \$ 300.00 | 300 | \$ 90,000.00 | \$ 30,000.00 | \$ 30,000.00 | \$ 12,000.00 | \$ 6,000.00 | \$ 12,000.00 | \$ - | \$ 90,000.00 |
| Non-profit contracts - Advisory Group (Unit: Hours of Engagement) | Partnership Development | \$ 100.00 | 250 | \$ 25,000.00 | \$ 7,500.00 | \$ 7,500.00 | \$ 2,500.00 | \$ 5,000.00 | \$ 2,500.00 | \$ - | \$ 25,000.00 |
| Student Conservation Association - Executive Director (Unit: Hours) | Co-Applicant / Partner Staff Costs | \$ 100.00 | 80 | \$ 8,000.00 | \$ 2,000.00 | \$ 1,000.00 | \$ 2,000.00 | \$ 1,000.00 | \$ 1,000.00 | \$ 1,000.00 | \$ 8,000.00 |
| Hayward Area Recreation District - Management Analyst (Unit: Hours) | Co-Applicant / Partner Staff Costs | \$ 100.00 | 80 | \$ 8,000.00 | \$ 2,000.00 | \$ 1,000.00 | \$ 2,000.00 | \$ 1,000.00 | \$ 1,000.00 | \$ 1,000 | \$ 8,000.00 |

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| | | | | | | | | | | | |
|--|--|---------------|------|----------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|----------------------|
| City of San Leandro - Parks and Landscape Manager (Unit: Hours) | Grantee Staff Costs | \$ 135.00 | 150 | \$ 20,250.00 | \$ 2,700.00 | \$ 2,025.00 | \$ 2,025.00 | \$ 2,700.00 | \$ 5,400.00 | \$ 5,400.00 | \$ 20,250.00 |
| Translation Services: Translation services for printed materials and outreach in primarily languages (Chinese and Spanish). Not to exceed \$1650 total. (Unit: Lump Sum) | Language and Information Access | \$ 1,650.00 | 1 | \$ 1,650.00 | \$ - | \$ 500.00 | \$ 300.00 | \$ 500.00 | \$ 350.00 | \$ - | \$ 1,650.00 |
| Engagement Outreach: Paid advertisements, professional design, and printing services to advertise program, advertise outreach events, and professionally print guides and program documents. Not to exceed \$5,000 total (Unit: Lump Sum) | Engagement, Outreach, Education and Training | \$ 5,000.00 | 1 | \$ 5,000.00 | \$ 1,000.00 | \$ 1,500.00 | \$ 500.00 | \$ 1,500.00 | \$ 500.00 | \$ - | \$ 5,000.00 |
| Indirect costs: Includes City Attorney review costs, clerical costs, office supplies, finance department costs (budget management and payment processing), and meeting refreshments. Not to exceed 5% of total budget. (Unit: % of Budget, total cost) | Indirect Administrative Costs | \$ 232,900.00 | 0.05 | \$ 11,645.00 | \$ 2,560.00 | \$ 2,476.25 | \$ 1,366.25 | \$ 1,335.00 | \$ 2,037.50 | \$ 1,870.00 | \$ 11,645.00 |
| Totals | | | | \$ 244,545.00 | \$ 53,760.00 | \$ 52,001.25 | \$ 28,691.25 | \$ 28,035.00 | \$ 42,787.50 | \$ 39,270.00 | \$ 244,545.00 |

Attachment 4, Invoice

Grant Admin Manager Approval

Governor's Office of Land Use and Climate Innovation
1400 Tenth Street
Sacramento, CA 95814



ICARP GRANTEE INVOICE COVER SHEET

Invoice # _____

Contractor Name _____

Agreement Number _____

Mailing Address **This address must match payment remittance address**

Invoice Period (Month, Date, Year) _____

City, State, and Zip Code _____

A. TOTAL

\$ _____

B. 5% RETENTION

\$ _____

C. TOTAL REQUESTED

\$ _____

By my signature below, I certify that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this invoice for reimbursement, and any accompanying supporting documents, 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.

Authorized Signature _____

Signature Date _____ Invoice Date _____

Printed Name of Authorized Signature _____

Title _____

Attachment 5: Invoice

Attachment 5, Invoice Dispute Notification

INVOICE DISPUTE NOTIFICATION

| | |
|---|------------------------|
| GRANTEE ADDRESS <div></div> | INVOICE DATE |
| | INVOICE NUMBER |
| | INVOICE AMOUNT \$ |
| | DATE INVOICE RECEIVED |
| | GRANT AGREEMENT NUMBER |

The invoice referenced above is disputed for the following reasons:

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

Comments:

| | |
|---|--------------------------------------|
| THIS NOTIFICATION IS A FOLLOW UP TO A PHONE CONVERSATION WITH THE GRANTEE OR DESIGNEE WHOSE NAME APPEARS BELOW. | |
| NAME | DATE OF CONVERSATION |
| IF YOU HAVE ANY QUESTIONS REGARDING THIS DISPUTE, CONTACT: | |
| NAME | TELEPHONE NUMBER (include Area Code) |

| STATE OF CALIFORNIA USE ONLY | |
|------------------------------|----------|
| DATE DISPUTE RESOLVED | INITIALS |
| RESOLUTION | |
| | |