

State of California - The Resources Agency
DEPARTMENT OF CONSERVATION

GRANT AGREEMENT

GRANTEE: *County of Contra Costa*

PROGRAM: Department of Conservation, Division of Land Resource Protection, Sustainable Communities Planning Grant and Incentives Program Best Practices Pilot

GRANT NUMBER: 3017-502

AM. NO.:

MAXIMUM AMOUNT OF THIS GRANT: \$48,949.00

The Department and the Grantee hereby agree to the following:

- (1) This Grant Agreement specifies the terms and conditions for funding a project update as awarded by the Strategic Growth Council. This grant has been awarded as a result of a proposal received in response to the Program's *Sustainable Communities Planning Grant and Incentives Program Best Practices Pilot Grant Guidelines*, dated December 2016. Project: Renewable Resource Potential Study.
- (2) The grant term shall begin on the date upon which both parties have signed this Grant Agreement and shall end no later than March 1, 2019.
- (3) The Terms and Conditions of this Agreement, including the Work Plan and Schedule of Deliverables at Exhibit A, Detailed Budget and Payment Provisions at Exhibit B, certification of Compliance at Exhibit C, and Reporting Requirements at Exhibit D are hereby made part of and incorporated into this Agreement.
- (4) The amount of this Grant Agreement shall not exceed \$ 48,949.00.

STATE OF CALIFORNIA
DEPARTMENT OF CONSERVATION

County of Contra Costa
GRANTEE

AUTHORIZED SIGNATURE

DATE

Kathryn Lyddan, Assistant Director, Division of Land Resource Protection

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

DATE

PRINTED NAME AND TITLE

GRANT AGREEMENT

This grant agreement (Grant Agreement) is entered into by and between the California Department of Conservation, Division of Land Resource Protection, (DEPARTMENT), the administrative agent for the California Strategic Growth Council (COUNCIL), and County of Contra Costa (GRANTEE) (collectively PARTIES).

I. RECITALS

WHEREAS, Public Resources Code sections 75127, 75128, and 75129 authorize the COUNCIL to manage and approve a program and associated guidelines for funding the creation of sustainable community plans, which encompasses planning programs and projects described in the Sustainable Communities Planning Grant & Incentives Program Best Practices Pilot Grant Guidelines and Application released and dated December 2016; and

WHEREAS, The Sustainable Communities Planning Grant Program subsequently approved by the Council and administered by the DEPARTMENT is funded by Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006. Proposition 84 added Division 43 to the Public Resources Code, Chapter 9, Sustainable Communities and Climate Change Reduction, Public Resources code section 75065(a), which authorizes the Legislature to appropriate \$90 million for planning grants and planning incentives that reduce energy consumption, conserve water, improve air and water quality, and provide other community benefits; and

WHEREAS, the DEPARTMENT has received and reviewed GRANTEE'S application, which included a detailed budget, specifications, and work plan in conformance with existing Sustainable Communities Planning Grant & Incentives Program Best Practices Pilot Guidelines approved by the COUNCIL, dated December 2016; and

WHEREAS, the COUNCIL has reviewed all relevant documents, including those required documents necessary to comply with all existing laws and regulations and has approved the funding subject to this Grant Agreement; and

WHEREAS, the DEPARTMENT and the GRANTEE now desire to enter into this Agreement for \$48,949 to be expended on the development and/or implementation of a specific portion of a land use plan, land protection or management practice, or development project as described in this Grant Agreement and the exhibits which are incorporated in and attached to it;

NOW, THEREFORE, the PARTIES agree as follows:

II. DEFINITIONS

1. The term "Act" means Proposition 84, the California Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006.
2. The term "Application" means the individual application form, its required attachments for grants pursuant to the enabling legislation and/or program and any applicable materials supplied by applicant to the DEPARTMENT prior to award.
3. The term "Application Guidelines" means the Sustainable Communities Planning Grant & Incentives Program Best Practices Pilot Grant Guidelines and Application dated December 2016.

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4. The term “Grant” or “Grant Funds” means the money provided by the COUNCIL to the GRANTEE in this Grant Agreement.
5. The term "Project" means the specific portion of a land use plan, land protection or management practice, or development project to be completed by GRANTEE as described in the Application and exhibits incorporated in and attached to this Grant Agreement.
6. The term “Work Plan” means the description or activity of work to be accomplished and the timeframe for completing described work by the GRANTEE as further described in Exhibit A.
7. The term “Project Budget” means the State approved cost estimate included as Exhibit B to this Agreement.
8. The term “Public Agency” means any State of California department or agency, a county, city, public district or public agency formed under California law.

III. GENERAL TERMS

1. The purpose of this Grant Agreement is to fund work outlined in the GRANTEE’S submitted Work Plan and Budget, included in, and attached to this Agreement as Exhibits A and B, respectively.
2. This Grant Agreement becomes effective when executed by both PARTIES. GRANTEE shall not commence performance until the Agreement is signed and fully executed by the DEPARTMENT on behalf of the COUNCIL.
3. The date the Grant Agreement is fully executed by the DEPARTMENT on behalf of the COUNCIL constitutes the Grant Start Date. The term of this Agreement shall begin at the time of such execution and end no later than March 1, 2019, which constitutes the Grant End Date. All work must be completed and invoiced by the Grant End Date. Any work performed by the GRANTEE after that date is outside this Grant Agreement and will not be reimbursed.
4. The signatories certify that they are authorized to act on behalf of the PARTIES in approving and executing this Grant Agreement. The signatory for the GRANTEE further certifies that, to the extent necessary, the Authoritative Body for the GRANTEE has endorsed GRANTEE'S receipt of grant funds pursuant to this Grant Agreement and performance of activities and expenditure of funds in a manner consistent with the Work Plan and Schedule of Deliverables, Detailed Budget and Payment Provisions, the General Terms and Conditions, Special Terms and Conditions and Certificates of Compliance, which are attached to this Grant Agreement as Exhibits A-D.
5. The PARTIES agree that the DEPARTMENT shall act as grant manager and administer this Grant Agreement on behalf of the COUNCIL.
6. The DEPARTMENT will, on behalf of the COUNCIL, monitor grant progress and review and approve invoices and other documents delivered to the DEPARTMENT in accordance with the project cost terms in this Grant Agreement.
7. All official communication from the GRANTEE to the DEPARTMENT shall be directed to: Department of Conservation, Division of Land Resource Protection, Attn: SCPGIP Best Practices Pilot Grant Administrator, 801 K Street, MS 14-01, Sacramento, CA 95814 or at: SGCSustainablecommunities@conservation.ca.gov.

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IV. PROJECT EXECUTION AND SCOPE

1. Subject to the availability of funds in the Act, the DEPARTMENT hereby grants to the GRANTEE a sum of money (Grant Funds) not to exceed \$48,949.00 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of Project in this Grant Agreement and its attachments and under the terms and conditions set forth in this Grant Agreement.
2. GRANTEE shall furnish any and all additional funds that may be necessary to complete the Project.
3. GRANTEE shall complete the Project by no later than March 1, 2019. Because of the funding source, the DEPARTMENT is unable to authorize time extensions.
4. GRANTEE shall at all times ensure that Project complies with all state and local laws, including, and to the extent applicable the California Environmental Quality Act.
5. GRANTEE shall provide quarterly progress reports, final case study report, and completed deliverables in accordance with the approved Work Plan as provided in Exhibit A, and in accordance with the reporting requirements outlined in Exhibit D.
6. The terms and conditions of this Grant Agreement, its attachments and exhibits constitute and contain the entire Grant Agreement and understanding between the PARTIES, and may not be contradicted by evidence of any prior or contemporaneous oral agreement.

V. MODIFICATIONS AND AMENDMENTS,

1. No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, agreed to, and signed by both PARTIES, as noted in Section III-3. An amendment will only be authorized if it furthers the purpose of the grant as awarded and will, in the discretion of the Department, further the interests of the state.
2. Any request by the GRANTEE for amendments must be in writing stating the amendment request and reason for the request. The GRANTEE shall make requests in a timely manner and in no event less than thirty (30) days before the effective date of the proposed amendment.
3. Changes to budget line item revisions of less than \$1,000, minor task modifications, and staff adjustments do not require amendment of the Agreement. However, the GRANTEE shall provide prior written notification to the Grant Manager before making such changes and are subject to approval of the DEPARTMENT. All change notifications shall be made in writing and include a description of the proposed change and the reasons for the change.
4. GRANTEE agrees to submit in writing to the DEPARTMENT for prior approval any deviation from the original Work Plan per Exhibit A. Changes in Work Plan must be necessary to meet the need cited in the original Application. Any modification or alteration in the Project as set forth in the Application on file with the DEPARTMENT must be submitted to the DEPARTMENT for approval. Any modification or alteration in the Project must also comply with all current laws and regulations. Requests to modify the Grant Agreement shall not be submitted more frequently than once every six months. A change to a deliverable or its due date is insufficient cause to justify modifying the Grant Agreement.

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VI. PROJECT COSTS AND ADMINISTRATION

1. The GRANTEE shall expend Grant Funds in the manner described in the Exhibit B as approved by the DEPARTMENT. The total amount of the Grant Funds shall not be increased.
2. Only direct costs are reimbursable under this contract. As a general principal, grant funds must contribute towards the direct costs of the Project for which the funds were awarded, and the benefits should be directly attributable to the grant. The following costs are ineligible for reimbursement:
 - Indirect costs, including salaries and benefits of employees not directly assigned to the Project, and organizational functions, such as personnel, business services, information technology, salaries of supervisors or managers (not directly assigned to the Project)
 - Overhead, such as rent, and utilities
 - Food or beverages, as part of meetings, workshops, training, or events.
 - Computers or phones.
3. All budget line items in the approved Budget at Exhibit B must be as specific as possible in their definition to ensure accurate DEPARTMENT tracking of approved costs.
4. All costs charged against the grant shall be net of all applicable credits. The term “applicable credits” refers to those receipts or reductions of expenditures that operate to offset or reduce expense items that are reimbursable under this Agreement. Applicable credits may include, but are not necessarily limited to, rebates or allowances, discounts, credits toward subsequent purchases, and refunds. GRANTEE shall, where possible, deduct the amount of the credit from the amount billed as reimbursement for the cost, or shall deduct the amount of the credit from the total billed under a future invoice.
5. GRANTEE shall make all products and deliverable work-products acquired or developed pursuant to this Grant Agreement available for inspection upon request and at the time designated by the DEPARTMENT.
6. GRANTEE shall use any income earned by the GRANTEE from use of the Project to further Project purposes, or, if approved by the DEPARTMENT, for related purposes within the jurisdiction.
7. GRANTEE shall report to the DEPARTMENT all sources of other funds for the Project.

VII. FINANCIAL RECORDS

1. GRANTEE shall maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the DEPARTMENT for auditing at reasonable times. GRANTEE shall also retain such financial accounts, documents, and records for three (3) years after final payment and one (1) year following an audit, whichever is the later date.
2. GRANTEE agrees that during regular office hours, the DEPARTMENT and its duly authorized representatives shall have the right to inspect and make copies of any books, records, or reports of the other PARTIES pertaining to this Grant Agreement or matters related thereto. GRANTEE shall maintain and make available for inspection by the DEPARTMENT accurate records of all of its costs, disbursements, and receipts with respect to its activities under this Grant Agreement.
3. GRANTEE shall use applicable Generally Accepted Accounting Principles (GAAP), unless otherwise agreed to by the State.

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4. GRANTEE shall maintain adequate supporting documentation in such detail so as to provide an audit trail of receipts, expenditures, and disbursements. GRANTEE'S records will permit tracing transactions from support documentation to the accounting records to financial reports and billings. Such documentation shall include, but shall not necessarily be limited to, subsidiary ledgers, payroll records, vendor invoices, canceled checks, bank or other financial account records, consultant contracts and billings, volunteer rosters and work logs, and lease or rental agreements. Such documentation shall be readily available for inspection, review, or audit by the Grant Manager or other representatives of the State.

5. Subcontractor(s) employed by the GRANTEE and paid with moneys under the terms of this Grant Agreement, shall be responsible for maintaining accounting records as required of GRANTEES.

VIII. PROJECT RECORDS

1. GRANTEE shall establish an official file for the Project. The file shall contain documentation of all actions taken regarding this grant.

2. GRANTEE shall establish separate ledger accounts for receipt and expenditure of grant funds and maintain expenditure detail in accordance with the approved budget detail and the Financial Records section of this Grant Agreement.

3. The official file shall contain all financial records required of GRANTEES by this Grant Agreement and be available for audit and review by the DEPARTMENT according to the same requirements for financial records.

IX. REQUIRED REPORTS

1. The GRANTEE shall submit to the Grant Manager Quarterly Progress Reports. The GRANTEE shall submit to the Grant Manager a Case Study Report prior to the Grant End Date. The DEPARTMENT shall provide report form templates. The GRANTEE shall complete the required templates in their entirety, as described in Exhibit D, attached to this Agreement.

1.1. The Quarterly Progress Reports shall conform to the provided templates and shall justify the invoice items and charges, and indicate the percentages of work completed and the percentage of funds invoiced.

1.2 The Case Study Report shall conform to the Grant Guidelines and direction provided in Exhibit D, attached to this Agreement, to submit a Case Study Report that will serve as one of a series of case studies and may be promoted as a best practice example of policy or program implementation at the local level.

2. Grant recipients shall be ready and able to present an overview of their Project to the COUNCIL, if requested by the COUNCIL, at the conclusion of the grant agreement. The overview shall include a discussion of successes, barriers, and lessons learned from both the grant process and the grant-funded project.

3. Failure to comply with the reporting requirements specified in this Grant Agreement shall constitute a breach of this Grant Agreement and may result in the DEPARTMENT taking action necessary to enforce the Grant Agreement, or requiring a refund of grant funds.

X. DOCUMENTATION OF TIME SPENT

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1. GRANTEE shall maintain reports or other detailed records (e.g., activity logs or timesheets) documenting time spent by each employee, agent, or contractor whose work in support of this Grant Agreement is billed under the Agreement. Records used to meet this requirement shall identify the individual performing the work, the date on which the work was performed, the specific grant-related activities or tasks and deliverables to which the individual's time was devoted, the amount of time spent, and the rate of compensation. Such records shall reflect actual time spent, rather than that which was planned or budgeted.
2. Submitted timesheets must contain the signature of both the person(s) being paid and their direct supervisor.

XI. COPIES OF DATA, PLANS, AND SPECIFICATIONS

1. The GRANTEE shall, at the request of the DEPARTMENT, provide the DEPARTMENT with copies of any data, design plans, specifications, maps, photographs, negatives, audio and video productions, films, recordings, reports, findings, recommendations and memoranda of every description or any part thereof, prepared or used in the preparation of the Project funded by this Grant Agreement.
2. All departments within the State of California shall have the right to copy and distribute said copies in any manner when and where it may determine without any claim on the part of the GRANTEE, its vendors or subcontractors to any additional compensation.

XII. COMPETITIVE BID REQUIREMENTS

1. GRANTEE shall maintain documentation of its normal procurement policy and competitive bid process used. This competitive bid requirement may be waived upon GRANTEE certification and grantor approval that due to the unique nature of the goods or services a sole source purchase is justified. Failure to comply with competitive bid requirements may result in the DEPARTMENT disallowing reimbursement of some portion or all of the related costs or other remedies for breach of contract.

XIII. INVOICING

1. Invoices shall be submitted on a quarterly basis.
2. All invoices must be submitted in triplicate, with an original and two additional copies, listing the grant and invoice numbers. The copies may be double-sided. The original invoice must have an original authorized signature in blue ink.
3. In accordance with the Grant Guidelines, **ten percent (10%)** of the amounts submitted for reimbursement will be withheld and issued as a final payment upon agreement completion, at the sole discretion of the State. All expenditures must be itemized on the invoice form in a format matching the approved Budget at Exhibit B. This should include reimbursable costs.
4. If Subcontractor(s) employed by the GRANTEE and paid with moneys under the terms of this Grant Agreement are subject to a **ten percent (10%)** holdback as part of Subcontractors(s) contract with GRANTEE, the DEPARTMENT will not impose an additional **ten percent (10%)** hold back on those amounts submitted for reimbursement.
5. For all costs, copies of supporting documentation (timesheets, payroll stubs, bids, receipts, canceled checks, sole source justification, etc.) must be submitted with the invoice. Original supporting documents are not required to be submitted, but must be retained by the GRANTEE for record keeping and audit purposes.

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6. Invoices are to be sequentially numbered starting from one (1) and must tie to budget line items in the approved Budget at Exhibit B. Invoices must be signed by the person who signed the Agreement or his/her authorized designee. Designees must be authorized in writing and filed with the DEPARTMENT.
7. Individuals funded by this grant cannot sign invoices. If there is a question as to the authority of the signer, which cannot be resolved to the satisfaction of the DEPARTMENT, the invoice will not be paid.
8. Each invoice is subject to approval by the DEPARTMENT, and possible audit by the Accounting Office and the State Controller before payment may be disbursed. If an invoice is questioned by the DEPARTMENT, the Grant Manager shall contact the GRANTEE within thirty (30) working days of receipt of the invoice. Undisputed invoices take approximately six (6) weeks for payment.
9. Mail an original signed invoice, with all support documentation and two (2) copies of everything, to the following address:

Department of Conservation
Division of Land Resource Protection
Attn: SCPGIP Best Practices Pilot Grant Administrator
801 K Street, MS 14-01
Sacramento, CA 95814

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XIV. PAYMENT

1. Except as otherwise provided herein, payments shall be made to GRANTEE no more than once every ninety (90) calendar days in arrears for actual costs authorized in the Budget at Exhibit B of this Grant Agreement and incurred during the grant term. Payment will be made upon evidence of satisfactory progress, as determined by the Grant Manager. Such evidence shall consist of written quarterly progress reports, phased and incremental work-product production, and other documentation evidencing quarterly performance, as provided for in this Grant Agreement.
2. Final payment will be made only after completion, to the DEPARTMENT'S satisfaction, of objectives, work, and activities identified in Exhibit A, including timely receipt of all required reports including the Case Study Report, and in accordance with the Invoicing and Discharge provisions of this Grant Agreement. The DEPARTMENT will not reimburse costs incurred after the Grant End Date.
3. Only those items identified in the Budget are eligible for reimbursement. Any changes to the Budget must be approved by the Grant Manager before an expenditure for that item is made. Under no circumstances shall the GRANTEE seek reimbursement pursuant to this Agreement for a cost that has been or will be paid through another funding source.

XV. TRAVEL

1. Reimbursement of travel will be per state rates, with the exception of incidentals. The DEPARTMENT will not reimburse for incidental expenditures.

XVI. DISCHARGE OF GRANT OBLIGATIONS

1. The GRANTEE'S obligations under this Agreement shall be deemed discharged only upon acceptance of the Case Study Report by the DEPARTMENT. **The DEPARTMENT may reject a final report if the DEPARTMENT considers the PROJECT or the REPORT incomplete or deficient in any way.**
2. GRANTEE shall submit all documentation for Project completion and final reimbursement within sixty (60) days of Project completion, but in any event no later March 1, 2019.
3. Final payment is contingent upon DEPARTMENT'S verification that the Project is consistent with Work Plan as described in Exhibit B, together with any DEPARTMENT approved amendments.

XVII. TERMINATION

1. If the DEPARTMENT or the COUNCIL terminates the Grant Agreement without cause prior to the end of the Project Performance Period, the GRANTEE shall take all reasonable measures to prevent further costs to the DEPARTMENT under this Grant Agreement. The DEPARTMENT shall be responsible for any reasonable and non-cancelable obligations incurred by the GRANTEE in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
2. Upon any termination, GRANTEE shall deliver all records and reports and other deliverables required by this Grant Agreement up to the time of termination.
3. If the GRANTEE fails to complete the Project in accordance with this Grant Agreement, or fails to fulfill any other obligations of this Agreement prior to the termination date, the GRANTEE shall be liable for immediate repayment to the DEPARTMENT of all amounts disbursed by the DEPARTMENT under this Grant Agreement, plus accrued interest and any further costs related to the Project. The

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DEPARTMENT may, at its sole discretion, examine the extent of GRANTEE compliance and not require repayment for work partially completed. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Grant Agreement.

4. Failure by the GRANTEE to comply with the terms of this Agreement or any other related obligation may be cause for termination of all obligations of the DEPARTMENT hereunder.

5. Failure of the GRANTEE to comply with the terms of this Grant Agreement may not be cause for suspending all obligations of the DEPARTMENT if, in the judgment of the DEPARTMENT, such failure was due to no fault of the GRANTEE. At the discretion of the DEPARTMENT, any amount required to settle at minimum cost any irrevocable obligations properly incurred, shall be eligible for reimbursement under this Grant Agreement as pursuant to **paragraph 3** above.

6. Either PARTY shall have the right to terminate this Grant Agreement at any time upon thirty (30) days written notice to the other. In the case of such “early” or “discretionary” termination by GRANTEE, defined as termination occurring before full performance of all objectives and activities and authorized for funding herein, the DEPARTMENT will be entitled to seek full reimbursement for all costs and payments made on the Grant Agreement.

7. It is mutually agreed that 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 DEPARTMENT’S Program, as determined at the discretion of the DEPARTMENT, this Grant Agreement shall be terminated. In this event, the DEPARTMENT shall have no liability to pay any funds whatsoever to GRANTEE or to furnish any other consideration under this Agreement to GRANTEE beyond the date of written notice of termination under this provision to the GRANTEE.

8. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of funding this grant program, the DEPARTMENT shall have the option to either: cancel this Grant Agreement with no liability occurring to the COUNCIL or the DEPARTMENT, or offer an Agreement Amendment to GRANTEE to reflect a reduced amount.

9. Further, if the COUNCIL or the DEPARTMENT is unable to secure adequate funds through municipal bond sales or not able to secure the authorization to utilize such funds by the appropriate agencies, this Grant Agreement shall be terminated.

XVIII. STOP WORK

1. Immediately upon receiving a written notice from the DEPARTMENT to stop work, the GRANTEE shall cease all work under this Grant Agreement.

XIX. PERFORMANCE OF SUBCONTRACTORS:

1. The GRANTEE shall be entitled to make use of its own staff and such subcontractor(s) as are mutually acceptable to the GRANTEE and the DEPARTMENT. Any change in subcontractor(s) or change as to how the GRANTEE intends to use the services of a subcontractor may require a formal amendment of this Grant Agreement. All approved subcontractors shall be managed by GRANTEE subject to the terms and conditions of this Agreement. GRANTEE will indemnify and hold harmless any liability to or resulting from action by subcontractor. Neither the DEPARTMENT nor the State is liable or in any way responsible for, nor will it indemnify, subcontractors.

2. Nothing contained in this Grant Agreement shall create any contractual relation between the DEPARTMENT and any subcontractors and no subcontract shall relieve GRANTEE of its responsibilities and obligations under the terms of this Grant Agreement. GRANTEE agrees to be fully responsible to the DEPARTMENT for the acts and omissions of its staff, subcontractors and of persons either directly or indirectly employed by them. GRANTEE'S obligation to pay its subcontractors is an independent obligation from the DEPARTMENT'S obligation to make payments to GRANTEE.

3. GRANTEE shall manage and hereby accepts responsibility for the performance of all subcontracts arising out of or in connection with this Agreement. GRANTEE shall monitor subcontractor's performance of the terms and conditions set forth herein by providing sufficient staffing resources for the length of the project. Subcontractor communications with the DEPARTMENT shall be coordinated through the GRANTEE'S principal staff. GRANTEE and its subcontractors shall conduct all work consistent with professional standards for the industry and type of work being performed under the Agreement. The Grant Manager, without waiver of other rights or remedies, may require GRANTEE to re-perform any of said services not performed in accordance with these standards. Costs and expenses for defective services, for failure to meet the terms and conditions of the Agreement or for any redundancy that occurs due to inadequate subcontractor services shall be borne by GRANTEE.

XX. DISPUTE RESOLUTION

1. In the event of a dispute, the GRANTEE shall provide written notice of the particulars of such dispute to: Division Director, Division of Land Resource Protection, Department of Conservation, 801 K Street, MS 14-01, Sacramento, CA 95814. Such written notice must contain the grant number. Within fifteen (15) days of receipt of such notice, the Division Director or the Division Director's designee shall advise the GRANTEE of his or her findings and a recommended means of resolving the dispute.

XXI. PUBLICITY AND ACKNOWLEDGMENT

1. The GRANTEE agrees that it will acknowledge the COUNCIL'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. The 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.”

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2. The GRANTEE shall place the following notice, preceding the text, on draft reports, on the final report, and on any other report or publication resulting from work performed under this Agreement:

“Disclaimer

The statements and conclusions of this report are those of the GRANTEE and/or Subcontractor and not necessarily those of the California Strategic Growth Council, the Governor’s Office of Planning and Research or of the California Department of Conservation, or its employees. The California Strategic Growth Council, the Governor’s Office of Planning and Research and the California Department of Conservation make no warranties, express or implied, and assume no liability for the information contained in the succeeding text.”

3. Before any materials or other publications funded in whole or in part pursuant to this Grant Agreement are published, GRANTEE shall provide the DEPARTMENT with an opportunity to review any and all references to the COUNCIL or the DEPARTMENT or the Sustainable Communities Planning Grant Program & Incentives Program Best Practices Pilot in such materials and publications.

XXII. CONFLICT OF INTEREST

1. GRANTEE shall act in accordance with the fiduciary duty attached to the receipt and expenditure of grant moneys intended to benefit the public. Consistent with that fiduciary duty and the public trust from which it flows, GRANTEE shall ensure the proper expenditure of all grant moneys for which reimbursement is sought pursuant to this Grant Agreement.

2. All expenditures for which reimbursement pursuant to this Grant Agreement is sought shall be the result of arm’s length transactions and not the result of, or motivated by, self-dealing on the part of the GRANTEE or any employee or agent of the GRANTEE. For purposes of this provision, “arm’s length transactions” are those in which both PARTIES are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity’s business and the entity chooses the lowest of the resulting bids. “Self-dealing” is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant moneys are to be expended. Nothing in this agreement absolves the GRANTEE from complying with California Govt. Code section 1090 or any other law.

XXIII. INDEMNITY AND HOLD HARMLESS

1. 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 Agreement, except claims arising from the gross negligence of DEPARTMENT, its officers, agents, and employees.

2. GRANTEE shall indemnify, hold harmless and defend DEPARTMENT, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Project, demands or causes of action arise under Government Code or otherwise, including but not limited to items to which the GRANTEE has certified or approved, except for liability arising out of the gross negligence of State, its officers, agents or employees. GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

XXIV. NONDISCRIMINATION

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition, age (over 40), marital status, and denial of family care leave in the use of any property or facility acquired or developed pursuant to this Agreement.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All records are public records unless made confidential by operation of State or Federal law.

XXV. INCORPORATION

1. The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the DEPARTMENT are hereby incorporated by reference into this Grant Agreement as though set forth in full in this Grant Agreement.
2. Exhibits A-D are attached to this Grant Agreement and incorporated by reference into it as though set forth in full.

XXVI. SEVERABILITY

1. If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

XXVII. WAIVER

1. No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different or subsequent breach by either party.

XXVIII. ASSIGNMENT

1. The GRANTEE may assign its interest in and responsibilities under this Grant Agreement either in whole or in part only with the written consent of the DEPARTMENT.

XXIX. AUDIT REQUIREMENTS

1. Sustainable Community Planning Grant & Incentives Program Best Practices Pilot Grants are subject to audit by the DEPARTMENT. This provision does not limit the authority of any State agency to audit the GRANTEE pursuant to that Agency's authority annually and for three (3) years following the final payment of Grant Funds. The audit shall include all books, papers, accounts, documents, or other records of the GRANTEE, as they relate to the Project for which the Grant Funds were granted.
2. The GRANTEE agrees that the DEPARTMENT and its representatives, including, but not limited to, the DEPARTMENT, the State Controller's Office, and the State Auditor, shall have an absolute right of access to, and right to review and copy, all of the GRANTEE'S records pertaining to this Grant Agreement and to conduct reviews and/or audits related to this grant. GRANTEE shall, for the purpose of any such review or audit, retain and provide access to all records related to this grant including, but not necessarily

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limited to, those records specified above. GRANTEE shall also provide access to and allow interview of any employees who might reasonably have information related to such records. Such access to employees and records shall be provided during normal business hours throughout the grant term and for at least three years after the final payment is disbursed pursuant to this Grant Agreement, or until completion of any action and resolution of all issues which may arise as a result of any audit or review of such records, whichever is later. GRANTEE shall ensure that such access shall extend to all subcontractors.

XXX. GOVERNING LAW/LOCUS

1. This Agreement is governed by, and shall be interpreted in accordance with the laws of the State of California. For the purpose of any litigation related to and/or challenging any aspect of this Grant Agreement or performance there under, the locus is Sacramento, California.

XXXI. INSURANCE COVERAGE

1. The GRANTEE shall obtain and keep in force for the term of this Agreement, and require its subcontractors to obtain and keep in force, the following insurance policies that cover any acts or omissions of the GRANTEE, or its employees engaged in the provision of services or performance of activities funded pursuant to and specified in this Agreement:

- a. Worker's Compensation Insurance in accordance with the statutory requirement of the State of California.
- b. Commercial general liability insurance in the amount of \$1,000,000 per occurrence and aggregate for bodily injury and property damage.
- c. Automobile liability in the amount of \$1,000,000 for each accident for owned, non-owned, or hired vehicles, whichever is applicable.

2. The GRANTEE shall name the State of California, its officers, agents, employees, and servants as additional insured PARTIES for all insurance required and is responsible for guaranteeing that a copy of each Certificate of Insurance is submitted to the DEPARTMENT within thirty (30) days of grant signature.

3. The certificate of insurance shall state a limit of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined.

4. The GRANTEE shall notify the DEPARTMENT prior to any insurance policy cancellation or substantial change of policy.

XXXII. GRANTEE NOT AN AGENT OF THE STATE

1. GRANTEE agrees that it, and its agents, and employees and subcontractors shall act in an independent capacity and are not officers, employees, or agents of the State of California, the COUNCIL, or the DEPARTMENT.

XXXIII. TIMELINESS

1. Time is of the essence in the performance of this Agreement. GRANTEE is required to begin implementation of this Agreement as soon as possible following its execution and shall abide by the Work Plan, and Schedule of Deliverables at Exhibit B. GRANTEE shall not incur costs pursuant to this Agreement prior to Grant Start Date nor past the Grant End Date.

XXXIV. CERTIFICATION CLAUSES

1. The GRANTEE hereby certifies its compliance with all applicable requirements contained in the GRANTEE Certification of Compliance at Exhibit C of this Agreement.

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XXXV. BREACH OF CONDITIONS/REMEDY FOR DEFAULT

1. In the event of GRANTEE’S breach of any conditions or terms of this Grant Agreement, the DEPARTMENT will give written notice to the GRANTEE, describing the breach. Notice shall be deemed given when deposited in the U.S. Post office, postage prepaid, addressed to GRANTEE, or by personal delivery to GRANTEE’S place of business. If GRANTEE does not, within thirty (30) days after the notice is given, (1) cure the breach described in the DEPARTMENT’S notice or (2) if the breach is not curable within thirty (30) days, commence to cure the breach, then GRANTEE shall be in default under this Agreement.

2. In the event of a default under this Grant Agreement, the COUNCIL and the DEPARTMENT shall be entitled to all remedies available at law including, but not limited to, termination of the Grant Agreement, withholding of amounts billed and/or recovery of funds disbursed and equipment purchased pursuant to the Grant Agreement. GRANTEE may appeal such action by filing a dispute pursuant to the Dispute Resolution portion of this Agreement.

ATTACHED EXHIBITS

- A: Work Plan and Schedule of Deliverables
- B: Detailed Budget and Payment Provisions
- C: Certification of Compliance
- D: Reporting Instructions

Exhibit A

WORK PLAN

Executive Summary

The Contra Costa County Renewable Resource Potential Study has three primary objectives:

1. Identify the potential for renewable resources in unincorporated Contra Costa County and on County owned or leased facilities that are located throughout the County, including solar, wind, biomass, and biogas. The study will identify opportunities for efficiently increasing renewable energy generation as well as constraints (impacts to agriculture, job-rich land uses, habitat, and aesthetics) and will recommend strategies for best addressing these opportunities and constraints. While the focus is primarily on distribution scale resources¹, there may be some parcels that could accommodate larger installations.
2. Identify changes to County zoning ordinances helpful to accommodate optimized deployment of renewable resources within the unincorporated County.
3. Collaborate with three communities in the unincorporated area of the County that are identified by the State of California as “disadvantaged” on opportunities for residents of those communities to benefit from renewable energy.

The County’s Department of Conservation and Development (“DCD”) will conduct this study. DCD will engage a consultant to provide services for the first two tasks, in coordination with County staff. The County will be leading and implementing the third task, which will be informed by the first and second tasks.

Project Description

Jurisdictional Background

Contra Costa County (County) is located in the East Bay region of the San Francisco Bay Area. Contra Costa County's physical geography is dominated by its extensive waterfront on the San Francisco and San Pablo Bays and the Sacramento-San Joaquin Delta. These waterfront areas are home to heavy industry, including active oil refineries and power plants which are regulated by the Bay Area Air Quality Management District. According to the Association of Bay Area Governments’ (ABAG) 2013 regional projections, in 2010, the unincorporated portion of Contra Costa County had approximately 159,780 residents living in approximately 57,706 households; total population of the County is about 1.2 million.

In December 2015, Contra Costa County adopted its first Climate Action Plan (CAP). The CAP calls for the County to increase the amount of renewable energy deployed on homes, businesses, and public lands and buildings. Determining the locations in the unincorporated County and on County facilities with greatest potential to host distributed-scale renewable energy will allow the County to focus limited resources. The County recognizes that existing zoning policies may create regulatory barriers to installation of renewable energy, hence the Study will review current County zoning to determine what changes are required to site more renewable energy in the County.

¹ For purposes of this Study and consistent with State policy, distribution-scale is considered to be 20 MW or less. (See California Energy Commission, *Tracking Progress*, December 22, 2016.) The County does not anticipate the study will look at residential properties unless they are quite large and could accommodate an installation larger than the average residential rooftop solar installation.

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Two County initiatives create momentum to deploy more renewable energy in Contra Costa County. First, the County and many of the cities in the County are considering options for community choice energy (CCE). Specifically, the County and several cities have opted to join MCE. Other cities are considering joining MCE, joining East Bay Community Energy in neighboring Alameda County, or remaining with Pacific Gas & Electric. Included in the CCE technical study is an assessment of the solar resources in the County. This assessment will provide the starting point for the Renewable Resource Potential Study.

Second, the County is implementing the Northern Waterfront Economic Development Initiative, a regional, cluster-based development strategy with a goal of creating 18,000 new jobs by 2035. The Northern Waterfront is comprised of the historic industrial waterfront, nearly 60 miles from Hercules to Oakley. This area contains 61 percent of the County’s industrial zoned land, including many of the large stationary pollution sources described above. In the CCE technical study, 40 percent of the potential solar energy sites were identified in the Northern Waterfront area.

Problem to be Solved

The Contra Costa County Renewable Resource Potential Study will consist of three tasks. The deliverables for each task are described below.

Task 1. Renewable Resource Potential Study

The final deliverable for this task will include or identify:

- Description of the opportunities and constraints analysis, including methods, outcomes, and recommended strategies for optimizing deployment.
- A database of potential sites that can be sorted by location, technology type, size. The database should also indicate for potential sites whether there is existing distribution and transmission infrastructure, or whether that would need to be developed.
- A GIS file of potential sites.
- Map(s) of candidate sites for renewable resources, indicating technology type and size.
- For any jurisdiction that is has voted to join the MCE community choice aggregation, or is already a MCE participant, identify sites that would be eligible for MCE’s feed-in tariff criteria (see <https://www.mcecleanenergy.org/feed-in-tariff/>).
- Sites located in the Northern Waterfront Economic Development Initiative (NWEDI) project area. This will definitely include the unincorporated County and participating cities in the NWEDI study area.
- Candidate locations for community energy projects. The County would like to understand how residents who live in the communities of North Richmond and Bay Point, designated as “disadvantaged” by the California Environmental Protection Agency using the CalEnviroScreen tool, can benefit from renewable energy. These residents often are renters and/or have limited incomes, and therefore cannot install renewable energy on their residences.
- Content for fact sheets that provide an overview of renewable resource opportunities in the unincorporated disadvantaged communities.

The County is investigating the cost associated with expanding the technical study to interested cities in the County. Once those costs are known for interested cities, staff will identify funding options from other sources that can match the funds provided through this grant.

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The County will collaborate with the Governor’s Office of Planning and Research to share information and case studies pertinent to the goals of this task.

Task 2. Updates to County Zoning Ordinances

This task will review current zoning ordinances that are relevant to the siting and installation of renewable energy resources. The consultant will develop recommendations regarding updates to those ordinances or suggested new ordinances that consider various zoning districts (commercial, industrial, agricultural, etc.), technology types, and other variables the consultant may recommend, working in collaboration with senior County planning staff. The deliverable for this task will include recommended revised ordinances. It will also include research and models on how other jurisdictions zone to promote renewable resources. *The County will collaborate with the Governor’s Office of Planning and Research to share information and case studies pertinent to the goals of this task.*

Task 3: Collaborate with Disadvantaged Communities

This task will consist of collaboration with the Municipal Advisory Commissions for two of the disadvantaged communities in the unincorporated County. Using the results from Task 1, County staff will work with these communities to determine whether residents of those communities are interested in community scale renewable energy projects that would allow them to purchase renewable energy. Staff will then recommend next steps to realize those opportunities.

Outreach and Engagement Plan

The Contra Costa County Renewable Resource Potential Study has the following strategic goals for outreach and engagement with disadvantaged communities.

1. Increase awareness of and support for *Climate Action Plan* goals, particularly the greater deployment of renewable resources.
2. Identify options by which residents of disadvantaged communities can receive electricity from local renewable resources.

One of the frequent concerns about distributed scale renewable energy is its disproportionate placement in communities with high socioeconomic status.² In addition to identifying good locations for installations serving individual customers, the Renewable Resource Potential Study will identify locations that are appropriate for community scale projects. As Contra Costa County moves forward with CCE, MCE, the CCE entity the County has chosen to join, over time will have the ability to develop renewable energy projects, and can prioritize siting these projects in areas that allow residents in disadvantaged communities to participate. This is particularly important given the high rate of home rental in these communities. In Bay Point, 47.5% of residents rent their homes. In North Richmond, 62.9% of residents rent their homes. The average rental rate for Contra Costa County is 35.4%

Contra Costa County has created municipal advisory councils (MACs) in unincorporated communities. These municipal advisory councils advise the Board of Supervisors on land use and planning matters and services provided by the County or other local government agencies, and may represent their

² See, for example, James Mueller and Amit Ronen, *Bridging the Solar Income Gap*, January 2016. “The 49.1 million households that earn less than \$40,000 of income per year make up 40 percent of all US households but only account for less than five percent of solar installations.” (p. 2)

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communities before the Board of Supervisors, the Planning Commission, the Zoning Administrator, and the Local Agency Formation Commission. The Renewable Resource Potential Study will work with the municipal advisory committees in Bay Point, Rodeo, and North Richmond to increase awareness and support for greater deployment of renewable resources. The Study also will collaborate with the MACs to identify options that allow residents of disadvantaged communities to receive electricity from local renewable resources. This will include looking at zoning designations.

Specific strategies that will be employed include:

- Fact sheets in English and other predominant languages that describe the opportunity to deploy more renewable energy;
- Presentations at MAC meetings;
- Workshops in conjunction with MAC meetings;
- Written and online surveys about resident interest in purchasing locally generated renewable energy;
- Use of the County’s communications platforms, including social media and the County’s TV station;
- Newsletters published by members of the Board of Supervisors.

Indicators and Tracking Progress

The major indicator for this project is a long-term goal of more renewable energy being deployed in Contra Costa County. Given the timeline for that, Contra Costa County will measure progress for this project on an interim basis in the following ways:

- Completion of the technical study, including identification of best sites for deploying solar, wind, biomass, and biogas. This also includes the deliverables described above. This indicator is the linchpin of the Study.
- Recommended modifications to County zoning ordinances to better facilitate deployment of renewable energy resources. Knowing how County ordinances can be used to facilitate the siting of more renewable resources is important to the County’s CAP goals, and to the health and welfare of County residents.
- Collaboration with the Bay Point, Rodeo, and Richmond MACs and communication with residents of those communities about community energy options that could provide renewable energy to those areas. Opening conversation with these communities is an important step in ensuring that all County residents benefit from renewable energy.

Components of Measuring Performance for Contra Costa County Renewable Resource Potential Study	
Outcome	Increase amount of distributed renewable energy installed in Contra Costa County. This will be measured annually upon completion of the Renewable Resource Potential Study.
Indicator	MW of distributed renewable energy, by type (solar, wind, biomass, biogas), installed in Contra Costa County.
Baseline Data	Current installed distributed renewable energy capacity.

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Data Source	Go Solar California, a project of the California Energy Commission and the California Public Utilities Commission, provides data on interconnected distributed renewable resources. We will rely on that dataset to measure installed capacity. We may also explore other sources for measuring installed capacity, particularly technologies besides solar.
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Exhibit A: Work Plan Timeline

High Level Activities/Milestones (With Deliverables and Indicators)	Responsible Parties	Timeline (Start Date)
<p>Task 1: Renewable Resource Assessment</p> <p>Subtask A: Solar Potential Subtask B: Wind Potential Subtask C: Biomass Potential Subtask D: Biogas Potential Subtask E: Community Renewable Energy Projects Potential</p> <p><u>Milestones:</u> Data Collection Siting Analysis Draft Report Final Report and Presentation</p> <p><u>Deliverables:</u></p> <ul style="list-style-type: none"> • Written report, maps, and GIS file indicating best locations for renewable energy technologies. • Report will include options for structuring community renewable energy project agreements, and map of potential sites. 	Department of Conservation and Development (DCD)	<p>July 2017: Complete solicitation for consultant to perform technical analysis of resource potential.</p> <p>Q1 2018: Complete technical analysis.</p>
<p>Task 2: Zoning and Land Use Review</p> <p>Subtask A: Review of Current Zoning Subtask B: Identify Potential Zoning Modifications Subtask C: Evaluate options in Northern Waterfront project area</p> <p><u>Milestones</u> Zoning Analysis Draft Report Final Report and Presentation</p> <p><u>Deliverables:</u></p> <ul style="list-style-type: none"> • Written report, including potential replacement zoning ordinance language 	DCD	Begin upon completion of Renewable Resource Assessment (Q2 2018)

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High Level Activities/Milestones (With Deliverables and Indicators)	Responsible Parties	Timeline (Start Date)
<p>Task 3: Public Outreach</p> <p>Subtask A: Develop Informational Materials and Surveys Subtask B: Attend Meetings Subtask C: Analyze Feedback Subtask D: Develop Written Report</p> <p><u>Deliverables:</u></p> <ul style="list-style-type: none"> • Meetings with three municipal advisory committees • Written report outlining options by which residents of disadvantaged communities can receive electricity from local renewable resources. 	DCD	<p>Public outreach will be staggered with results of Tasks 1 and 2 to allow community input into options to identify projects and consider zoning changes.</p> <p>Complete by Q4 2018.</p>
<p>Ongoing</p> <ul style="list-style-type: none"> • Quarterly Reports • Participate in ongoing technical assistance, learning collaborative activities, and reporting meetings 	DCD DCD	<p>Upon contract approval At least annually for three years</p>
<p>Final Report</p> <ul style="list-style-type: none"> • Prepare and submit final report 	DCD	<p>Upon completion of Tasks 1, 2, 3</p>

Technical Assistance

It is our hope that this program will not only enable projects to move forward through funding, but to make them exceptional through the provision of technical assistance. Technical assistance can look different for every project. We rely on our grantees and project partners to identify areas of need early on so that we may best prepare ourselves to provide the assistance necessary. If possible, please identify tasks and/or subtasks throughout the work plan timeline that you foresee the potential for technical assistance to improve your project.

Meetings and Check-Ins

Meetings will be scheduled with OPR and DOC one month prior to the due date of quarterly reports. Additional meetings will take place as needed throughout the grant process. Awardees may also include additional meetings in this work plan in relation to tasks and/or subtasks.

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Footnote #	Footnote Detail
1	If there is no footnote for a line item, leave it blank and continue with the next number.
2	
3	Use sequential numbers starting from 1. For example, 1, 2, 3...
4	
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10	Jody London's position is funded through the County General Fund. Her work on this project will be an in-kind contribution.
11	Telma Moreira's position is funded through fees, therefore her work on this project up to the maximum amount allowed by the State will be covered by the grant. The remainder will be covered by the County as an in-kind contribution.
12	Jason Crapo's position is funded through fees, therefore his work on this project up to the maximum amount allowed by the State will be covered by the grant. The remainder will be covered by the County as an in-kind contribution. Mr. Crapo is Deputy Director of the Dept of Conservation and Development and the Chief Building Official for Contra Costa County.
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21	Fact sheet includes graphic design, translation. County will contribute printing costs.
22	
23	
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26	Paid advertisting costs for social, print media.
27	
28	Supplies may include paper, pens, name tags, flip charts, etc.
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36	Consultant contract cannot be put out to bid until contract is accepted by County Board of Supervisors. This number is a placeholder until we have actual bid costs.
37	
38	
39	

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Exhibit C

GRANTEE CERTIFICATION OF COMPLIANCE

By signing this Agreement, Grantee certifies that it is in compliance with all of the following requirements, to the extent that each is applicable:

1. Americans with Disabilities Act: Grantee assures the State 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.*)

2. Nondiscrimination Clause: During the performance of this Agreement, the Grantee and its subcontractor(s) shall not discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), sexual orientation, marital status, and denial of family care leave. Grantee and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Government Code, Section 12900 *et seq.*), and the regulations promulgated thereunder (California Administrative Code, 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 herein by reference and made a part hereof as if set forth in full.

Grantee and its subcontractor(s) shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

3. Recycling Certification: The Department has a procurement policy that sets purchase goals for, and favors the purchase of, products containing recycled content, both post-consumer and secondary waste. When using grant funds to purchase paper products, fine printing and writing paper, plastic, glass, oil, compost and co-compost, solvents and paint, tire-derived products, and retread tires, the Grantee shall make a reasonable effort to purchase products containing recycled content. Grantee shall report any and all such purchases in status and final reports required pursuant to this Agreement.

4. Drug-Free Workplace Requirements: Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350 *et seq.*) 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:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and
- 4) penalties that may be imposed upon employees for drug abuse violations.

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(c) Every employee who works on the Agreement will:

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

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the Department determines that the Grantee has made a false certification, or violated the certification by failing to carry out the requirements as noted above.

5. Labor Code/Workers Compensation: Grantee needs to be aware of the provisions, which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee agrees to comply with such provisions before commencing performance pursuant to this Agreement. (Labor Code Section 3700)

6. Child Support Compliance Act: For any Agreement in excess of \$100,000, the Grantee acknowledges accordance with the following:

- (a) The Grantee recognizes the importance of child and family support obligations and shall 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 Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- (b) The 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.

7. Resolution of Support: Grantee must provide the State with a copy of a resolution, order, motion, or ordinance of its governing body, which by law has authority to enter into an agreement, authorizing execution of an agreement.

8. Air or Water Pollution Violation: Under State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to a 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.

9. Compliance with Other Laws, Including CEQA: The Grantee 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. The Grantee shall ensure that any applicable requirements of the California Environmental Quality Act are met in carrying out the terms of the grant.

10. Use of State Funds to Assist, Promote or Deter Union Organizing: Grantee shall not use state funds, including grant funds, to assist, promote or deter union organizing. Government Code Section 16645.1(d) provides that Grantee shall be liable to the State for the amount of any funds expended in violation of this prohibition, plus a civil penalty equal to twice the amount of those funds. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee shall maintain records sufficient to show that state funds have not been used for those expenditures. The Grantee shall provide those records to the Attorney General upon request.

11. Payee Data Record Form (Std. 204): This form must be completed by all contractors and grantees and submitted to the State before the start of any grant. Grantee shall submit a new form anytime there is an address change.

Exhibit D

Reporting requirements

I. QUARTERLY PROGRESS REPORTS

A. DUE AT END OF EACH QUARTER

B. The Quarterly Progress Reports shall conform to the provided templates and shall justify the invoice items and charges, and indicate the percentages of work completed and the percentage of funds invoiced. Additional information required shall include a Project Progress Summary and overview, as indicated on the provided template.

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Pilot

PROGRESS REPORT TEMPLATE

Department of Conservation/ Division of Land Resource Protection

Progress Report # _____ for the reporting period: _____ to _____

Grantee: _____ Grant No. _____

Project Title: _____

Signature line: _____ (authorized representative)

Answer the questions as thoroughly as possible:

1. Give a brief summary of the organization, the objectives of the project and how you began to accomplish these objectives:
2. Summarize work completed during reporting period:
3. What interim findings or success stories can you report? (if too soon to report, please note)
4. What challenges and opportunities have you encountered in accomplishing this portion of your Scope of Work?

II. CASE STUDY REPORT

A. DUE WITH THE FINAL INVOICE BUT NO LATER THAN MARCH 1, 2019.

B. This report is meant to serve as one of a series of case studies supported by the Governor's Office of Planning and Research (OPR) and may be promoted as best practice examples of policy or program implementation at the local level. This report should be 5-10 pages in length, single spaced. Please provide diagrams, maps, and graphs where appropriate as well as a reference page or footnote citations for any material that may help the reader understand the project.

The following template is meant to serve as a guide, although authors are welcome to shape their reports as they see best fit for their specific jurisdictions and projects. OPR will assist in the development of the report and provide feedback as requested. OPR can supply content upon request for the sections that may require a nexus to State policy. Sections may be added or combined, so long as they follow this general format. Any questions may be directed to scpgip@opr.ca.gov.

Executive Summary

- Overview of project and its outcomes
- Purpose of report and relevance to State policy goals

Project Description

- What were the goals of the project or program?
- Define the problem that needed to be solved
- Who were the key stakeholders?
- Was there agreement among stakeholders on a specific outcome?

Background of jurisdiction/region and problems faced by jurisdiction

- Give an overview of the community, city, county, or region, and describe its relevance to the project.
- Why was this jurisdiction a good candidate for the project?

Initial Goals

- What were the initial goals of the project?
- Did these goals change with time or knowledge?
- Was there agreement on the goal(s) among stakeholders?

Process and Tools used

- What were the tools used to achieve the goal(s)?

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- Consider elements such as stakeholder engagement, efficient planning, online data tools, State resources, technical assistance etc.
- Discuss OPR’s role in providing technical assistance

Outcomes

- What were the outcomes of the project?
- Were outcomes as expected?

Project Difficulties

- Describe the difficulties of this project
- Are these difficulties present in other jurisdictions? Why or why not?

Technical Assistance

- Describe OPR’s involvement in the project.
- How was technical assistance provided?
- Was OPR’s involvement helpful?
- How could State resources be better distributed through technical assistance?

Identified paths to success

- What were the key tools, mechanisms, or entities that made this project a success?

Recommendations to State programs and partners

- Describe some issues you face on a local or regional level in developing or implementing programs that could be made easier or more efficient by a shift or addition to State resources or programs
- Provide recommended changes to State policies or programs that cause challenges or delays in implementing sustainability or climate changes related programs

Replicable elements

- What successful elements of this project could be replicable in other jurisdictions in California? In the U.S.?
- What might be some challenges in replicating this project elsewhere?