May 25, 2021

Fathers & Families of San Joaquin  
Attn: Interim Executive Director  
P.O. Box 30674  
Stockton, CA 95213

Re: Termination of Transformative Climate Communities (TCC) Agreements

To Whom This May Concern:

The City of Stockton is hereby terminating its contractual relationship with Fathers & Families of San Joaquin (FFSJ) effective immediately regarding the Transformative Climate Communities (TCC) Implementation Grant. This includes the sub-agreement (Attachment A) executed on February 4, 2021, as well as the TCC Partner Agreement (Attachment B) executed on December 16, 2020.

Per the terms of these agreements, the City retains the right to terminate both agreements at its discretion. Specifically, Exhibit C, Section 11.1 of the Sub Agreement states, “The City may terminate this Agreement at any time by mailing a notice in writing to Contractor.” Additionally, Section 19 of the TCC Partner Agreement states, “The CITY may terminate an individual PARTNER and remove it from this Agreement at CITY’s convenience subject to the conditions of the Partner Agreement and Grant Agreement, including the Mandatory Consultation Process, and by mailing notice in writing to the terminated Partner.” Regarding the Mandatory Consultation Process, the City has determined that extraordinary circumstances exist that warrant its suspension per Section 9(h)(iii) of the Partner Agreement.

Any costs incurred after the issuance of this notice will not be reimbursed. Costs and expenses for these actions will be borne by FFSJ. Please send invoice for work completed between May 1, 2021 – May 25, 2021 to the City Manager’s Office no later than June 25, 2021.

In accordance with the TCC Grant Agreement, the City will request an amendment be approved by the California Strategic Growth Council (SGC), the granting agency, to approve the removal of FFSJ as a Partner.

Please contact the City Manager’s Office if you have any questions.

Sincerely,

HARRY BLACK  
CITY MANAGER

cc: Mayor and City Council  
California Strategic Growth Council

APPROVED AS TO FORM AND CONTENT

By City Attorney
Attachment A – FFSJ Sub-Agreement
1. This Agreement is entered into between the City of Stockton ("City") and Fathers & Families of San Joaquin ("Contractor") to provide deliverables for the TCC Project as set forth in Exhibit A to this Agreement.

2. The term of this Agreement is as follows, unless amended as described in Exhibit A and Exhibit C section 8:
   Commences on: Upon Execution  Terminates on: 09/30/24

3. The maximum not to exceed amount to be paid to Contractor for the term of this Agreement, including if authorized, reimbursement of expenses, is: $814,213.25

4. The complete Agreement consists of all the following Agreement documents which by reference are incorporated and made a part of this Agreement. The parties agree to comply with the terms and conditions of this Agreement.

   (a) Exhibit A - Statement of Work
   (b) Exhibit B - Insurance
   (c) Exhibit C - General Terms and Conditions
   (d) Exhibit D - Professional Services Special Terms & Conditions
   (e) Exhibit E - Compensation Schedule
   (f) Exhibit F - Timeline

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.

CONTRACTOR

Fathers & Families of San Joaquin, a non-profit organization
Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

Authorized Signature:  
Signature Date: /20/21

Samuel Nunez, Executive Director
Printed Name and Title of Person Signing
P.O. Box 30874, Stockton, CA 95213
Address

CITY OF STOCKTON

City Manager:  
Signature Date: 24/21

Eliza Garza, City Clerk

APPROVED AS TO FORM:
John M. Luebberke, City Attorney

BY:

(Rev. 10.10.10)
EXHIBIT A
STATEMENT OF WORK

1. Project Objectives

1.1. The objective of the City of Stockton's Transformative Climate Communities Implementation Grant (Grant # SGC20107), entitled Stockton Rising, is to achieve significant reductions in greenhouse gas (GHG) emissions, improve public health and environmental benefits, and expand economic opportunity and shared prosperity. Per the terms of the TCC Grant Agreement, the City and its Partners must achieve specific deliverables utilizing grant funds.

2. Project Scope

2.1. Project Management

2.1.1. Coordination with the City

2.1.1.1. Contractor will meet with the City's TCC administrative staff at least once per month to coordinate the project to meet the Budget and Schedule of Deliverables in the TCC Grant Agreement as well as any additional tasks assigned herein.

2.1.2. Invoicing & Reporting

2.1.2.1. Contractor will submit a signed invoice and progress report to the City's TCC administrative staff for all expenses incurred and activities completed during a Reporting Period at least ten (10) business days prior to the due date listed for each Reporting Period on the Reporting Schedule (Attachment D-4 to the TCC Grant Agreement).

2.1.2.1.1. The signatory for invoices and progress reports must be the same signatory to this agreement, or their designee.

2.1.2.2. Contractor will use the templates provided by the City's TCC administrative staff for all invoices and progress reports.

2.1.2.3. Contractor will submit a revised invoice and/or progress report to the City's TCC administrative staff within three (3) business days, if requested.

2.1.3. Document Submission

2.1.3.1. Contractor will submit all documentation required by the TCC Grant Agreement, TCC Partner Agreement, and this agreement
consistent with the guidelines and practices established by the City's TCC administrative staff.

2.1.3.2. Submission of documents through means not endorsed by the City's TCC administrative staff will not be considered valid.

2.1.4. Recordkeeping

2.1.4.1. Contractor must establish an official file containing adequate documentation of all actions taken with respect to TCC, including amendments and modifications, letters and email correspondences, financial records (including agreements and any associated documents with subcontractors), required reports, and readiness and compliance documentation. The City reserves the right to audit all Contractor records related to TCC.

2.1.5. Ownership

2.1.5.1. Upon purchase of items categorized as "Equipment" per Exhibit B - Budget and Schedule of Deliverables of the TCC Grant Agreement, the Contractor shall provide the following information to the City's TCC administrative staff: (1) Description of Equipment; (2) Manufacturer Name; (3) Model (if applicable); (4) Model Year (for vehicles only); (5) Serial Number, License Number, or Vehicle Identification Number; (6) Date Purchased; (7) Purchase Order Number; (8) Original Cost.

2.2. Urban Forest Renovation Project

2.2.1. Contractor will fulfill all deliverables assigned to them within Exhibit B - Budget and Schedule of Deliverables of the TCC Grant Agreement for the Urban Forest Renovation Project.

2.3. Community Engagement Plan

2.3.1. Contractor will fulfill all deliverables assigned to them within Exhibit B - Budget and Schedule of Deliverables of the TCC Grant Agreement for the Community Engagement Plan (CEP).

2.3.2. Contractor will complete and/or assist with all tasks requested of them by the Lead Entity of the CEP, so long as said tasks may be reasonably completed within the budget and timeframe of the TCC Grant Agreement.

3. Major Deliverables
3.1. Urban Forest Renovation Project

3.1.1. Facilitate ten (10) community planting events, resulting in the planting of 650 trees.

3.1.2. Enroll twenty-five (25) trainees over the course of the grant to a workforce development program operated by Fathers & Families of San Joaquin.

3.2. Community Engagement Plan

3.2.1. Conduct six (6) PhotoVoice walking tours around South Stockton where participants live to get a sense of the challenges and opportunities of TCC.

3.2.2. Provide an interactive online map that will display pictures as well as commentary from the PhotoVoice walking tours.

4. Criteria of Acceptance for Deliverables

4.1. Contractor must achieve all deliverables listed in Exhibit B – Budget and Schedule of Deliverables of the TCC Grant Agreement.

4.2. Contractor must meet all requirements listed in Exhibit A, Part 2 – General Terms and Conditions, Exhibit C, Part 1 – Transformative Requirements, and Exhibit C, Part 2 – Project-Specific Terms and Conditions of the TCC Grant Agreement.

5. Notices

Pursuant to Exhibit C – General Terms and Conditions, Paragraph 15 – Notices, the mailing address for all required notices is as follows:

**Contractor:** Fathers & Families of San Joaquin  
P.O. Box 30674  
Stockton, CA 95213  
Attn: Samuel Nunez

**City:** City of Stockton  
Attn: City Manager  
425 N. El Dorado Street  
Stockton, CA 95202
6. **Key Personnel**

6.1. Irene Calimlim – Health & Environmental Justice Programs Manager,  
jcalimlim@ffsj.org

6.2. Dr. Hiram Santisteban – title, hsantisteban@ffsj.org
EXHIBIT B
INSURANCE

NOTE: The City of Stockton is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s). Please see attached flyer regarding PINS Advantage.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising and sexual abuse and molestation coverage (if working with youths) with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. **Workers’ Compensation**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater. No
representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

Limits of Insurance

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.
Waiver of Subrogation

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Stockton for all work performed by the Contractor, its employees, agents and subcontractors.

Self-Insured Retentions

All Self-insured retentions must be disclosed to Risk Management for approval and shall not reduce the limits of liability. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Contractor shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its declarations page(s) and endorsement page(s) for each of the required policies.

Subcontractors
Contractors shall require and verify that all subcontractors, or other parties hired for this work, purchase and maintain coverage for indemnity and insurance requirements as least as broad as specified in this agreement to the extent they apply to the scope of the subcontractor's work with the same certificate of insurance requirements and naming as additional insureds all parties to this contract. Contractor shall include the following language in their agreement with Subcontractors: Subcontractors hired by Contractor agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under the contract documents and provide a valid certificate of insurance and the required endorsements included in the agreement as proof of compliance prior to commencement of any work and to include this same requirement for any subcontractors they hire for this work. A copy of the owner contract document indemnity and insurance provisions will be furnished to the subcontractor upon request. Contractor shall provide proof of such compliance and verification to the City upon request.

**Special Risks or Circumstances**

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**Certificate Holder Address**

Proper address for mailing certificates, endorsements and notices shall be:

City of Stockton  
Attn: City Risk Services  
400 E Main Street, 3rd Floor – HR  
Stockton, CA 95202
EXHIBIT C
GENERAL TERMS AND CONDITIONS

Where there is a conflict between these General Terms and Conditions and the PARTNER AGREEMENT, the PARTNER AGREEMENT controls.

1. **Goods, Equipment and Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in Exhibit A of the Agreement. Contractor shall provide said services at the time, place and in the manner specified in Exhibit A of the Agreement.

2. **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A, Contractor shall, at its sole cost and expense, furnish and maintain all facilities and equipment that may be required for furnishing services pursuant to this Agreement. If applicable, City shall furnish to Contractor only the facilities and equipment listed in Exhibit A to the Agreement.

3. **Compensation.** City shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in Exhibit A and Exhibit E to the Agreement.

   3.1 Invoices submitted by Contractor to City must contain a brief description of work performed, time spent and City reference number. Within thirty (30) days of receipt of Contractor's invoice, City will review invoice, and if acceptable make payment on approved invoice.

   3.2 Upon completion of work and acceptance by City, Contractor shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Contractor fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

4. **Sufficiency of Contractor's Work.** All Contractor services, work, and deliverables shall be performed in a good and workmanlike manner with due diligence in accordance with the degree of skill normally exercised by similar contractors supplying services and work of a similar nature, and in conformance with applicable laws, codes and professional standards. Contractor's work shall be adequate and sufficient to meet the purposes of this Agreement.

5. **Ownership of Work.** All reports, work product, all other documents completed or partially completed by Contractor or its approved subcontractors, in performance of this Agreement, and if applicable, drawings, designs, and plan review comments shall
become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor and its approved subcontractors agree to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Contractor and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

6. **Timeliness.** Time is of the essence in this Agreement. Further, Contractor acknowledges that the failure of Contractor to comply with the time limits described in Exhibit A and Exhibit F may result in economic or other losses to the City.

7. **Changes.** Both parties to this Agreement understand that it may become desirable or necessary during the term of this Agreement for City to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with City and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work. Until the amendment is so executed, City will not be responsible to pay any charges Contractor may incur in performing such additional services, and Contractor shall not be required to perform any such additional services.

8. **Amendment.** No variation of the terms of this Agreement shall be valid unless an amendment is made in writing and signed by both parties.

9. **Contractor’s Status.**

   9.1 In performing the obligations set forth in this Agreement, Contractor shall have the status of an independent contractor and Contractor shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Contractor are its agents and employees and are not agents or employees of City. Contractor by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer or employee of the City is to be considered an employee of the Contractor. It is understood by both Contractor and City that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

   9.2 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall
be responsible to City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to City's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

9.3 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

9.4 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

10. **Subcontractor.**

10.1 Subcontractors shall not be recognized as having any direct or contractual relationship with City. Contractor shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Agreement. Subcontractors will be provided with a copy of the Agreement and be bound by its terms. Contractor is responsible to City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

10.2 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by Contractor.

10.3 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's personnel.

11. **Termination.**

11.1 Termination for Convenience of City. The City may terminate this Agreement at any time by mailing a notice in writing to Contractor. The Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for the work actually completed at the time the notice of termination is received.
11.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

11.3 **Funding- Non-Availability.** It is mutually understood between the Parties that payment to the Contractor for performance shall be dependent upon the availability of appropriations by the City Council for the purposes of this Agreement. No legal liability on the part of the City for any payment may arise under this Agreement until funds are made available and until the Contractor has received funding availability, which will be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the City loses funding for any reason, the City, in its sole discretion, shall have the option to either (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

12. **Non-Assignability.** The Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Contractor shall be solely responsible for reimbursing subcontractors.

13. **Indemnity and Hold Harmless.** To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.

14. **Insurance.** During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B to this Agreement and shall otherwise comply with the other provisions of Exhibit B to this Agreement.

15. **Notices.** All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed in Exhibit A to this Agreement.

16. **Conformance to Applicable Laws.** Contractor shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Contractor shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.
17. **Licenses, Certifications and Permits.** Prior to the City's execution of this Agreement and prior to the Contractor's engaging in any operation or activity set forth in this Agreement, Contractor shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Contractor covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement. Such licenses, certificates and permits shall be maintained in full force and effect during the term of this Agreement.

18. **Records and Audits.** Contractor shall maintain all records regarding this Agreement and the services performed for a period of three (3) years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit. To the extent Contractor renders services on a time and materials basis, Contractor shall maintain complete and accurate accounting records, in a form prescribed by City or, if not prescribed by City, in accordance with generally accepted accounting principles, such records to include, but not be limited to, payroll records, attendance cards, time sheets, and job summaries.

19. **Confidentiality.** Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

20. **Conflicts of Interest.** Contractor covenants that other than this Agreement, Contractor has no financial interest with any official, employee or other representative of the City. Contractor and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Contractor's services under this Agreement. If such an interest arises, Contractor shall immediately notify the City.

21. **Waiver.** In the event either City or Contractor at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation. No payment, partial payment, acceptance, or partial acceptance by City shall operate as a waiver on the part of City of any of its rights under this Agreement.

22. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

23. **No Personal Liability.** No official or employee of City shall be personally liable to Contractor in the event of any default or breach by the City or for any amount due
Contractor.

24. **Severability.** If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or city statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

25. **Non-Discrimination.** During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Contractor and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the City’s nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. Title VI of the Civil Rights Act of 1964 requires that “no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” (42 USC Section 2000d). [http://www.dol.gov/oasam/regs/statutes/titlevi.htm](http://www.dol.gov/oasam/regs/statutes/titlevi.htm). The City requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

26. **Force Majeure.** Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.

27. **Taxes and Charges.** Contractor shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of the Contractor's business.

28. **Cumulative Rights.** Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative of all other rights and remedies to which may be
legally entitled.

29. **Advice of Attorney.** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

30. **Heading Not Controlling.** Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

31. **Entire Agreement, Integration, and Modification.**

31.1 This Agreement represents the entire integrated agreement between Contractor and the City; supersedes all prior negotiations, representations, or agreements, either written or oral between the parties and may be amended only by a written Amendment signed by the Contractor and City Manager.

31.2 All Exhibits to this Agreement and this Agreement are intended to be construed as a single document.

32. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

33. **Authority.** The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.
EXHIBIT D
PROFESSIONAL SERVICES SPECIAL TERMS AND CONDITIONS

1. Definitions. The following words and phrases have the following meanings for purposes of this Agreement:

1.1 "Services" means, collectively, the services, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

1.2 "Deliverable" means quantifiable goods or services that will be provided upon completion of a project. A deliverable is any tangible material, work or thing delivered by one party to the other, including associated technical documentation. A deliverable can be tangible or intangible parts of the development process, and often are specified functions or characteristics of the project.

2. General. The following terms and conditions are applicable for the Professional Services only. The special conditions shall be read in conjunction with the Standard Agreement, General Terms and Conditions ("GTC") Exhibit C, and all other Exhibits identified in the Standard Agreement.

2.1 Where any portion of the GTC is in conflict to or at variance with any provisions of the Special Conditions of the Agreement, then unless a different intention stated, the provision(s) of the Special Conditions of the Agreement shall be deemed to override the provision(s) of GTC only to the extent that such conflict or variations in the Special Conditions of the Agreement are not possible of being reconciled with the provisions of the GTC.

2.2 In the case of modification of a part or provision of the GTC, the unaltered part or provision, or both shall remain in effect. The Special Conditions shall relate to a particular project and be peculiar to that project but shall not weaken the character or intent of the GTC.

3. Time for Performance.

3.1 Contractor shall perform the services according to the schedule contained in Exhibit F.

3.2 Timeliness of Performance i) Contractor shall provide the Services, and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Exhibit A and Exhibit F. ii) Neither Contractor nor Contractor’s agents, employees nor subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other
losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

4. **Standard of Performance**

   In addition to Exhibit C, Section 4 and 17, Contractor agrees as follows:

   4.1 Contractor's Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. Contractor shall comply with the profession's standard of performance, applicable laws, regulations, and industry standards. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Contractor shall maintain that license, certification, registration or other similar requirement throughout the term of this Agreement.

   4.2 Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. Contractor shall assure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

   4.3 If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor either under this Agreement, at law or in equity.

5. **Compensation**

   5.1 In addition to Section 3 Compensation in Exhibit C – GTC, the Contractor shall be compensated for the services provided under this Agreement as follows:

   5.1.1 Contractor shall be compensated for services rendered and accepted under this Agreement and shall be paid consistent with the reimbursement
process established in the TCC Partner Agreement, in arrears on a not to exceed basis, based upon the budget set forth in Exhibit E attached hereto and made a part of this Agreement.

6. **Personnel**

6.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement. Contractor shall provide subcontractor a copy of this fully executed Agreement.

6.2 Contractor agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement. The payment made to Contractor pursuant to this Agreement shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Contractor. The City shall not be required to pay any workers' compensation insurance on behalf of Contractor. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

6.3 **Key Personnel:** Because of the special skills required to satisfy the requirements of this Agreement, Contractor shall not reassign or replace key personnel without the written consent of the City, which consent the City will not unreasonably withhold. "key personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Agreement. The City may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor shall immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of key personnel is found in Exhibit A, Scope of Services.

7. **Reports and Information**

Contractor shall at such times and in such forms as the City may require furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters are covered by this Agreement as specified in Exhibit A and Exhibit E.
8. **Findings Confidential**

All of the reports, information, data, et cetera, prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is required by applicable law or by proper legal or governmental authority, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by Contractor outside the scope of this Agreement or is rightfully obtained from third parties. Contractor shall give City prompt notice of any such legal or governmental demand and reasonably cooperate with City in any effort to seek a protective order or otherwise to contest such required disclosure.

9. **Copyright**

No materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, shall be available to Contractor for copyright purposes. Any such materials produced as a result of this Agreement that might be subject to copyright shall be the property of the City and all such rights shall belong to the City, and the City shall be sole and exclusive entity who may exercise such rights.

10. **Deliverables**

Contractor shall prepare or provide to the City various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the City. The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, or if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement under Exhibit C - GTC, Paragraph 29. Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement.
EXHIBIT E

COMPENSATION SCHEDULE

The Contractor shall be compensated for the services identified in Exhibit A, Exhibit C, and Exhibit D to this Agreement as follows:

1. Project Price

   1.1 The maximum the Contractor shall be paid on this Agreement is **$814,213.25** (hereafter the "not to exceed" amount). The "not to exceed" amount includes all payments to be made pursuant to this Agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.

   1.2 **Standard Reimbursable Items:** Only the reimbursable items identified in the TCC Program Guidelines adopted on October 31, 2019 shall be compensated to the Contractor. Fees plus reimbursable expenses shall not exceed the amount set forth for the Contractor's project(s) in Exhibit B – Budget and Schedule of Deliverables of the TCC Grant Agreement. Section 2 of this exhibit lists the total funding allocated to the Contractor for each project they are involved in.

   1.3 The Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. The City will pay Contractor based on invoices for acceptable work performed and approved until the "not to exceed" amount is reached. Thereafter, Contractor must complete services based on the Agreement without additional compensation unless there is a material change to the Statement of Work and Scope by a written Amendment.

   1.4 If work is completed before the "not to exceed" amount is reached, the Contractor's compensation will be based on the Contractor's invoices previously submitted for acceptable work performed and approved.

   1.5 **Subcontractor Costs:** Compensation for subcontractors shall be limited to the same restrictions imposed on the Contractor. Maximum markup Contractor may apply to subcontractor fees, minus reimbursable expenses, shall not exceed 10%.

2. **Task Price.** Below is the price for the services and reimbursable expenses as described in Exhibit A of this Agreement.

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Task Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Urban Forest Renovation Project</td>
<td>$729,504.45</td>
</tr>
<tr>
<td>2</td>
<td>Community Engagement Plan</td>
<td>$84,708.80</td>
</tr>
<tr>
<td></td>
<td>TOTAL PRICE</td>
<td><strong>$814,213.25</strong></td>
</tr>
</tbody>
</table>
5. **Invoice to Address.** Contractor shall submit an invoice to the City’s TCC administrative staff consistent with the process provided in Exhibit B of the TCC Partner Agreement. Invoices shall be submitted to the below address:

City of Stockton  
City Manager’s Office  
Attention: TCC Program Manager  
425 N. El Dorado Street  
Stockton, CA 95202
EXHIBIT F

TIMELINE

1. Consultant shall complete the requested services identified in Exhibit A consistent with Exhibit B – Budget and Schedule of Deliverables and Attachment D-4 of the TCC Grant Agreement.
Request for Taxpayer Identification Number and Certification

1. Name (as shown on your income tax return). Name is required on this form or leave this line blank.

2. Business name (as it appears on the form above). If different from above.

3. Check appropriate box for federal tax classification of this person whose name is entered on line 1. Check only one of the following three boxes.
   - Individual/sole proprietor or C corporation
   - S Corporation
   - Partnership
   - Trust/estate

4. Exemptions (check only one of the following):
   - Exempt status (if any)

5. Other (see instructions)

Social security number

Employer identification number

6. Address (number, street, and apt. or suite no). See instructions.

7. City, state, and ZIP code

Requestor's name and address (optional)

Nonprofit Corporation

PO Box 30074

Stockton, CA 95213

8. List account number(s) (optional)

9. If you are a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Taxpayer Identification Number (TIN)

Social security number

Employer identification number

10. Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (TIN) or is correct under penalties of perjury and is issued to me by the Social Security Administration (SSA) as my social security number (SSN), or IRS as my employer identification number (EIN).

2. I am not subject to backup withholding because:
   - I am exempt from backup withholding, or
   - I have not been issued an EIN, or
   - I am not required to file a tax return, or
   - I have provided to the requester a certification or a letter from SSA stating that I am exempt under section 3402(o) of the Internal Revenue Code because:
     - I am a U.S. citizen and I have a TIN;
     - I am a U.S. citizen and I have a foreign TIN; or
     - I am an individual and I am a U.S. citizen or a U.S. national.

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been issued an EIN that is currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acceleration or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to file this certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person

Date

1/26/21

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, including legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) or organization number. The correct TIN or organization number is used by the IRS to:

- Process, account for, and report tax information
- Verify tax status
- Identify tax obligations

The TIN or organization number needed will depend on whom you are required to pay, withhold, or collect tax from:

- Individuals
- Entities
- Organizations

The TIN used depends on your business activities and the type of information return you are required to file.

For more information, go to www.irs.gov/individuals/forms-and-publications.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is Backup Withholding, later.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
All-Cal Insurance Agency
505 Vernon Street
Roseville, CA 95678

INSURED
Fathers & Families Of San Joaquin
P.O. Box 39074
Stockton, CA 95213

COVERAGES CERTIFICATE NUMBER: CL2041490244 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF DATE</th>
<th>POLICY EXP DATE</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>2020-22837NPO</td>
<td>04/01/2020</td>
<td>04/01/2021</td>
<td>EACH OCCURRENCE $1,000,000</td>
</tr>
<tr>
<td>Liquor Liability Coverage</td>
<td>$1,000,000 / 1,000,000</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>AUTOMOBILE LIABILITY</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF DATE</th>
<th>POLICY EXP DATE</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANY AUTO</td>
<td>2020-22837NPO</td>
<td>04/01/2020</td>
<td>04/01/2021</td>
<td>COMBINED SINGLE LIMIT $1,000,000</td>
</tr>
<tr>
<td>OWNER AUTO ONLY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HIRENED AUTO ONLY</td>
<td></td>
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<tr>
<td>SCHEDULED AUTO</td>
<td></td>
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</tr>
<tr>
<td>NON-OWNED AUTO ONLY</td>
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<td></td>
<td></td>
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<tr>
<td>UMBRELLA LIABILITY</td>
<td></td>
<td></td>
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<tr>
<td>OCCUR</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY | |
| ANY PROPRIETOR, PARTNER, EXECUTIVE OFFICER, MANAGER, INSURED | N/A |
| Mandatorily in AR | |
| THIS CERTIFICATE IS PROVIDED ONLY AS EVIDENCE OF COVERAGE. |

CERTIFICATE HOLDER

CANCELLATION

INFORMATION ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mike Espasa - President

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CITY OF STOCKTON
BUSINESS LICENSE TAX CERTIFICATE

BUSINESS LICENSE TAX ACCOUNT NUMBER:
21-00115721
CONTROL NUMBER
(0093890)

FATHERS & FAMILIES OF
SAN JOAQUIN
PO BOX 30674
STOCKTON CA 95213

BUSINESS LICENSE CLASSIFICATION: NON-PROFIT

BUSINESS ADDRESS:
338 E MARKET ST
STOCKTON CA 95202

EXPIRATION DATE:
October 31, 2021

BUSINESS DESCRIPTION: YOUNG, YOUTH PARENT & COM BUILDING SRVCS

THIS LICENSE MUST BE KEPT AT THE FIXED LOCATION OF THE BUSINESS IT HAS BEEN ISSUED FOR, AND DISPLAYED UPON DEMAND.

- OR -

IN THE CASE OF THE LICENSEE NOT AT A FIXED LOCATION, THE LICENSEE SHALL KEEP THIS LICENSE UPON HIS PERSON AT ALL TIMES WHILE TRANSACTING AND CARRYING ON BUSINESS AND DISPLAY IT UPON DEMAND.

Licenses must be renewed by the last day of the month following the expiration date, which is the date the license tax has been paid through. It is the business owner's responsibility to renew the business license or notify the city that they are no longer doing business, even if they do not receive a renewal application by mail.

Notify the City of Stockton, Business License Customer Service unit of any changes to the business either by mail City of Stockton, P.O. Box 1570, Stockton, CA 95201-1570, or in our office City Hall, Administrative Services Department, 425 North E El Dorado Street, Stockton, CA 95202.

Office hours are 9:00 a.m. to 5:00 p.m. Monday through Friday. We are closed every other Friday. On the second open Friday, the office closes at 12:00 p.m. Visit www.stocktonca.gov for a list of closed days and holidays.

Authorized Agent for City of Stockton
**CONTRACT ROUTING FORM**

**Contract Number:** 2020-12-15-1402-09 NP

**CITY CONTRACT TYPE (select one):**
- Original
- Amendment/Change Order
- Grant
- Subdivision Agreement
- Other

**CONTRACT INFORMATION**

- Contract Title: TCC Sub-Agreement: Fathers & Families of San Joaquin
- Vendor/Other Party: Fathers & Families of San Joaquin
- Contract Start Date: Upon Execution
- Contract End Date: 9/30/2024
- Contract Term: 3.5 years

**COUNCIL APPROVAL REQUIRED?**
- Yes
- No

Council approval required for contracts over $75,000 for Fiscal Year 20-21 Must be Attached

**REQUIRED DOCUMENTS**

- Business License Required? Yes
- Business License No. 21-00115721
- Bonds Required? Yes
- Insurance Required? Yes
- Notary Required? Yes
- Recodarion Required? No

**Mandatory Routing Order**

**DEPARTMENT:** City Manager's Office

- **DEPARTMENT HEAD APPROVAL**
  - Courtney Christy
  - Date: 1/28/21

- **PROJECT MGR.:** Grant Kirpatrick
  - Ext: 8432
  - Staff: __________
  - Forwarded to: __________
  - By: __________

**PROCUREMENT**

- **APPROVED ( ) NAME/Signature:**
  - __________
  - Date: 2/1/21

- **FORWARDED TO:**
  - __________
  - By: __________

**VENDOR/OTHER PARTY**

- **SIGNED ( ) ORIGINALS ON:**
  - __________

- **FORWARDED TO:**
  - __________
  - By: __________

**RISK SERVICES**

- **INSURANCE ON:** 1/28/21
  - __________
  - Bonds approved on: __________

- **FORWARDED TO:**
  - __________
  - By: __________

**CITY ATTORNEY**

- **APPROVED AS TO FORM AND CONTENT ON:** 2/1/21
  - __________

- **FORWARDED TO:**
  - __________
  - By: __________

**CITY MANAGER**

- **SIGNED BY CITY MANAGER ON:**
  - __________

- **FORWARDED TO:**
  - __________
  - By: __________

**CITY CLERK**

- **CITY CLERK ATTESTED ON:** 2/1/21
  - __________
  - Returned (pdf) original(s) to dept. on: 2/1/21
  - Retained ( ) original(s) for City's file. Hard Copy on file? Yes
  - No
  - OB # __________

**ORIGINATING DEPARTMENT:**

- **REQUISITION NO.:**
  - __________
  - Original sent to vendor on: __________
  - By: __________

**COPY OF CONTRACT TO BE RETAINED BY DEPARTMENT. ORIGINAL ON FILE IN THE CLERK'S OFFICE.**

**COPY OF CONTRACT SENT TO PURCHASING ON:**

- __________

**PROCUREMENT:** Purchase Order No. PUR No.
MEMORANDUM

January 28, 2021

TO: Harry Black, City Manager

FROM: Grant Kirkpatrick, Program Manager III

SUBJECT: TCC IMPLEMENTATION GRANT PARTNER SUB-AGREEMENT: FATHERS AND FAMILIES OF SAN JOAQUIN

On December 15, 2020 the above item was approved by City Council by motion number 2020-12-15-1402. The contents of this item remain the same, of which, no changes have been made since its adoption by City Council. With the action taken by the City Council, the City Manager is authorized to execute the attached document(s).

[Signature]
Grant Kirkpatrick, Program Manager III
Office of the City Manager

1/28/21
DATE
ADOPT A RESOLUTION TO ACCEPT A TRANSFORMATIVE CLIMATE COMMUNITIES IMPLEMENTATION GRANT AWARD IN THE AMOUNT OF $10,834,490

RECOMMENDATION

It is recommended that the City Council adopt a resolution to:

1. Approve a grant agreement in the amount of $10,834,490 with the California Strategic Growth Council, and;

2.Authorize the City Manager to appropriate grant revenues and expenditures in the amount of $10,834,490, and;

3. Authorize the City Manager to execute and manage sub-agreements with co-applicants in amounts consistent with the Grant Agreement, and;

4. Authorizing the allocation of a grant funded Program Manager III position to the City Manager’s Office for the duration of the three-year grant term.

It is also recommended that the City Council authorize the City Manager to take appropriate and necessary actions to carry out the purpose and intent of the resolution.

Summary

The Transformative Climate Communities (TCC) Program, administered by the California Strategic Growth Council (SGC), funds community-led development and infrastructure projects that achieve major environmental, health and economic benefits in California’s most disadvantaged communities. TCC empowers the communities most impacted by pollution to choose their own goals, strategies, and projects to enact transformational change - all with data-driven milestones and measurable outcomes. SGC coordinates the activities of State agencies and partners with stakeholders to promote sustainability, economic prosperity, and quality of life for all Californians. The TCC Program is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions (GHG), strengthening the economy, and improving public health and the environment.

On February 4, 2020, the City Council approved a resolution authorizing the City Manager to apply for Round 3 of the Transformative Climate Communities (TCC) Implementation Grant. The application sought one of two $28.2M Implementation Awards available. The resolution also approved the following co-applicants ("Partners") and sub-recipients of grant funding: Catholic Charities of the Diocese of Stockton ("Catholic Charities"), Fathers & Families of San Joaquin ("FFSJ"), Public Health Advocates ("PHA"), PUENTES, Rising Sun Center for Opportunity ("Rising
Sun”), GRID Alternatives North Valley (“GRID Alternatives”), San Joaquin Regional Transit District (“RTD”), Insight Garden Program (“IGP”), Edible Schoolyard Project (“ESYP”), and Little Manila Rising. Finally, the resolution approved the use of funding for the Miner Avenue Complete Streets Project to satisfy the 50% leverage requirement of the grant.

On June 25, 2020, the Strategic Growth Council approved a recommendation to award Stockton a partial TCC Round 3 Implementation Grant in the amount of $10,834,490. Adoption of this resolution will result in the acceptance of a Transformative Climate Communities (TCC) Implementation Grant Award in the amount of $10,834,490 via the execution of a grant agreement between the City and SGC (Attachment A). The grant agreement includes a detailed budget and schedule of deliverables, and an abridged table is provided below to display the high-level allocation of grant funds:

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Lead Entity</th>
<th>Project Partners</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grant Administration</td>
<td>City of Stockton</td>
<td>N/A</td>
<td>$ 580,000</td>
</tr>
<tr>
<td>Community Engagement Plan</td>
<td>PHA</td>
<td>Catholic Charities, Little Manila Rising, FFSJ</td>
<td>$ 866,759</td>
</tr>
<tr>
<td>Workforce Development &amp; Economic Opportunity Plan</td>
<td>Rising Sun</td>
<td>RTD, FFSJ, IGP, GRID Alternatives</td>
<td>$ 541,725</td>
</tr>
<tr>
<td>Indicator Tracking Plan (Grant-mandated)</td>
<td>Evaluation Provider</td>
<td>N/A</td>
<td>$ 541,724</td>
</tr>
<tr>
<td>Miner Avenue Complete Street Improvements</td>
<td>City of Stockton Public Works</td>
<td>N/A</td>
<td>$1,500,000</td>
</tr>
<tr>
<td>Climate Careers Energy</td>
<td>Rising Sun</td>
<td>N/A</td>
<td>$1,301,400</td>
</tr>
<tr>
<td>Climate Careers Water</td>
<td>Rising Sun</td>
<td>N/A</td>
<td>$1,198,600</td>
</tr>
<tr>
<td>Stockton Energy for All: Single-Family</td>
<td>GRID Alternatives</td>
<td>N/A</td>
<td>$1,124,625</td>
</tr>
<tr>
<td>Stockton Energy for All: Multi-Family</td>
<td>GRID Alternatives</td>
<td>N/A</td>
<td>$ 944,657</td>
</tr>
<tr>
<td>Urban Forest Renovation Project</td>
<td>City of Stockton Public Works</td>
<td>FFSJ, PUENTES</td>
<td>$1,835,000</td>
</tr>
<tr>
<td>Edible Education at Home</td>
<td>Edible Schoolyard Project</td>
<td>N/A</td>
<td>$ 400,000</td>
</tr>
<tr>
<td>TOTAL:</td>
<td></td>
<td></td>
<td>$10,834,490</td>
</tr>
</tbody>
</table>

Staff is seeking City Council's authorization to accept a TCC Implementation Grant in the amount of $10,834,490 to be used consistent with the terms of the Grant Agreement, as well as carry out other associated administrative tasks. As the Grantee, the City will be responsible for the oversight of all implementation efforts. The Grant Administration budget will support three positions in the City Manager's Office for the duration of the program: one Program Manager III and two Lead for America (LFA) Fellows. LFA's flagship program is its fellowship, which is a paid 2-year placement in a local...
government, non-profit, or community-based organization; the City Manager's Office is currently hosting an LFA Fellow. Funding from the Grant Administration budget will support a contract with LFA to provide the fellows. These positions will ensure the City meets its obligations, such as the timely submission of all invoices and reports to SGC.

DISCUSSION

Background

The TCC Program was established by Assembly Bill (AB) 2722 to, "...fund the development and implementation of neighborhood-level transformative climate community plans that include multiple, coordinated greenhouse gas emissions reduction projects that provide local economic, environmental, and health benefits to disadvantaged communities." The TCC Program carries out this mission through Planning and Implementation Grants.

The City's involvement with the TCC Program began when Council approved an application for a TCC Planning Grant and received $170,000 in August 2018 (Resolution 2018-08-21-1111). Planning Grant activities were subsequently carried out from October 2018 to October 2019. Results of those activities, such as the development of the Sustainable Neighborhood Plan (SNP), sought to directly capture the perspectives of residents and translate them into actionable strategies, such as reducing the cost of utilities through renewable energy sources. The SNP offers seven 'Community Priorities', each containing a myriad of projects and activities to achieve the overall vision of the community. Planning Grant activities also built a foundation of community engagement specific to climate change initiatives, which has been critical to TCC Implementation Grant efforts as well as other opportunities. The City's TCC Planning Grant prepared it to move forward with a competitive Implementation Grant application, rooted in the communities it seeks to benefit.

Following the conclusion of Planning Grant activities, City staff worked with a coalition of Partners and stakeholders to develop an application for a TCC Round 3 Implementation Grant in the amount of $28.2M. The City's TCC Implementation Grant application entitled: Stockton Rising is comprised of projects that were selected and developed to meet the needs of residents from the Project Area (Attachment B) as articulated in the Sustainable Neighborhood Plan. These projects also seek to fulfill the objectives of several City strategic plans, such as the Climate Action Plan and 2040 General Plan.

Present Situation

On June 25th, 2020, the Strategic Growth Council approved its staff recommendation to award Stockton Rising a $10,834,490 Implementation Grant. The City received a partial award because it essentially tied another applicant for 2nd place. Since then, City staff and partners have reconfigured Stockton Rising to fit the scope of the partial award. City staff, with the buy-in of all its TCC Partners, have finalized the grant agreement between the City and SGC. The City and Partners are ready to begin project implementation by February 2021. City staff are seeking Council's authorization to execute the grant agreement, and sub agreements consistent with the grant agreement, as well as the authority to carry out related administrative tasks.

Stockton Rising consists of two interconnected components: projects and transformative plans.
Projects

The City and partners selected five (5) TCC Strategies, based largely on the Sustainable Neighborhood Plan: Transit Access and Mobility, Solar Installation and Energy Efficiency, Water Efficiency, Urban Greening, and Health and Well-Being. From these strategies, the City and partners propose seven (7) projects:

**Miner Avenue Complete Street Improvements - $1,500,000**

The Miner Avenue Complete Street project will rehabilitate Miner Avenue from Center Street to Aurora Street by narrowing the roadway from four lanes to two lanes, adding Class II bike lanes, modifications of street-side parking, and installing pedestrian and bike amenities. Design and construction of the project is included in the Capital Improvement Plan, with a mix of federal, state, and local funding - TCC funds are augmenting the project, bringing the total budget to $19,308,920. Existing funds fulfill the TCC Implementation Grant leverage funding threshold of $5,417,245. The project will install medians and landscaping between Center Street and Aurora Street, install signal modifications, and replace sidewalks, curbs, and gutters.

**Climate Careers Energy & Climate Careers Water (2 Projects) - $2,500,000**

The Rising Sun Center for Opportunity is proposing the Climate Careers projects, which will hire 56 seasonal positions - primarily local youth ages 15-22 who live in the city - to install residential energy- and water-saving devices and provide energy and water efficiency resources and education to residents. Rising Sun will serve approximately 812 residences throughout the Project Area. These projects will address the need for reduced utilities cost and promote workforce development and climate resiliency.

**Stockton Energy for All: Single and Multi-Family (2 Projects) - $2,069,282**

GRID Alternatives will offer solar installation and energy services for single-family income-qualified households, multi-family affordable housing developments, and nonprofit organizations. GRID Alternatives will serve approximately 108 single-family, low-income households and 4 multi-family, low-income sites. Additionally, GRID offers an industry-vetted solar installation workforce development program, which will train 16 residents in the Installation Basics Training 200 with hands-on solar installation and job readiness training components.

**Urban Forest Renovation Project - $1,835,000**

The Public Works Department will implement an Urban Forest Renovation Project to rejuvenate the urban tree canopy within the Project Area. Expanding the urban forest will reduce the temperature of the Project Area, thereby reducing the cost of utilities for residents and improving the quality of life. This project will support the planting of 1,750 new trees and provide a two-year operating budget to trim and maintain the newly planted trees within the Project Area.

**Edible Education at Home - $400,000**

The Edible Schoolyard Project (ESP) seeks to transform schools into places where children learn about and eat locally sourced organic foods. Safe access to healthy, organic, community supported
agriculture (CSA) boxes and edible education learning experiences facilitated by ESP educators will be provided to the community and students of Taylor Leadership Academy. TCC grant funding will provide at least 50 families weekly access to fresh fruits and vegetables for 30 months, resulting in 6,520 boxes distributed to families and over 100 lessons taught over the life of the grant.

Transformative Plans

TCC's Transformative Elements provide a critical framework for enshrining equity, facilitating community-led transformation, and delivering multiple, integrated benefits to communities. TCC elevates community ownership by requiring that projects demonstrate significant community engagement leading up to the proposal building and continuing into implementation, ensuring that projects are derived from resident-identified needs, assets, and visions. TCC also recognizes that we need to invest in the economic prosperity of disadvantaged neighborhoods, while ensuring that no residents are displaced because of the improvements. As such, the Transformative Elements require communities to develop economic development and anti-displacement plans to create local jobs, training pipelines and adopt policies to avoid the displacement of residents and small businesses.

Community Engagement Plan (CEP) - $866,759

There are four main strategies that make up the Community Engagement Plan (CEP): coordination and alignment, resident capacity building, education campaigns, and communication. The Community Engagement Working Team (CEWT) is made up of CEP Partners and resident representatives. They ensure the CEP is effectively executed. The Community Coalition is open to all and serves as a feedback loop, giving project area residents a space to develop relationships with each other. A group of 10 residents called "Community Liaisons" will work with Public Health Advocates (PHAdvocates) to become experts on Stockton's TCC Implementation Grant. Simultaneously, a Youth Engagement project, led by Little Manila Rising, will develop 55 youth leaders to become climate resiliency experts. All partners involved in the CEWT will assist with resident outreach and planning two community wide events. The Block Party will celebrate with, outreach to, and recruit community residents. The Annual Summit will share out project data and the effectiveness of adaptive governance. Due to the restrictions imposed by the COVID-19 pandemic these events may need to be hosted virtually, which the City and Partners are prepared to do. For communication, PHAdvocates and the TCC Program Manager will post regular social media updates and, CEWT partners will create a PhotoVoice for annual share out, and Success Story Video series for publicity.

Workforce Development & Economic Opportunities Plan (WDEOP) - $541,724

The Workforce Development and Economic Opportunities Plan (WDEOP) recognizes that building new economic power belongs in the hands of those who have disproportionately experienced living in highly pollution burdened communities. The WDEOP commits that jobs created within the TCC Project Area will be primarily directed toward Project Area residents, ensuring that those communities have access to training commensurate with those jobs' requirements.

In coordination with the TCC funded projects, the WDEOP will create high-quality jobs and develop training programs focused on the specific needs of Project Area residents. These include a summer youth program that feeds into a pre-apprenticeship trades program, a bus maintenance mechanic apprenticeship program, solar installation training, and a vocational gardening and landscaping
training program for incarcerated individuals preparing to reenter the workforce. These programs will expand economic opportunity and workforce access - whether through new career training pathways or exposing communities to the hands-on skill development necessary for high-quality jobs to take root in the Project Area. Over three years, the WDEOP should result in around 86 trained individuals.

Displacement Avoidance Plan (DAP) - $100,000 (Leverage Funds, not Grant Funds)

The City and Partners developed a Displacement Avoidance Plan for Stockton Rising; however, SGC staff are requiring additional development of the plan during the first two quarters of the grant term. SGC staff are requiring that the City conduct additional community engagement and research into housing and small business displacement within the Project Area. City staff intend to leverage a forthcoming $100,000 technical assistance grant from SGC to hire a consultant with expertise in displacement avoidance. City staff will return to Council with a separate grant agreement for this purpose by the first quarter of 2020.

Indicator Tracking Plan (IT) - $541,725

A critical component of the TCC program is a robust Indicator Tracking Plan. Every aspect of Stockton Rising must be measured and assessed to ensure the conceptualized benefits are actualized through this large-scale investment. To that end, SGC required the City to set aside approximately $325,000 to fund an Evaluation Technical Assistance Provider. The City was provided a list of five pre-qualified providers to select from to carry out this work. The City invited all five providers to participate in a selection process, which consisted of both written submissions and virtual interviews. While the City has identified a desired Evaluation Provider through the selection process, they will not be incorporated into the Partner Agreement until after it has been executed. The remaining $216,000 allocated to this plan is to reimburse the City and Partners for the activities and work related to the Indicator Tracking Plan.

FINANCIAL SUMMARY

The City and its Partners will pay for project related expenses in full and then submit documentation for reimbursement through this grant. There will be no impact to the General Fund, all related costs will be supported by the grant funding. Grant Match funding of $17,808,920 is coming from the Miner Avenue Complete Street Improvements project (PW 1732) and was already approved by Council in June (Resolution 2020-06-23-1108-01). In addition to the City match, the City’s Partners are leveraging another $2.6 million toward the grant-funded activities.

The following appropriations are necessary to authorize the Transformative Climate Communities Implementation Grant revenue and expenditures:

Revenue - Transformative Climate Communities
020-0143-334 Grant Revenue $10,834,490

Expenditures - Transformative Climate Communities
020-0143-510 Special Purpose Grants $10,834,490

Attachment A - TCC Implementation Grant Agreement
Attachment B - Project Area Map
Resolution No. 2020-12-15-1402

STOCKTON CITY COUNCIL

RESOLUTION TO ACCEPT A TRANSFORMATIVE CLIMATE COMMUNITIES IMPLEMENTATION GRANT AWARD

The City was awarded a $170,000 Transformative Climate Communities (TCC) Round 1 Planning Grant by the California Strategic Growth Council (SGC) in January 2018; and

City Council approved Resolution 2020-02-04-1401 which authorized the City Manager to apply for a Round 3 TCC Implementation Grant in the amount of $28,200,000; and

The City and its co-applicants ("Partners") developed and submitted an application for TCC Round 3 Implementation Grant funding entitled: Stockton Rising; and

On June 25, 2020, the California Strategic Growth Council, awarded the City a $10,834,490 Implementation Grant for Stockton Rising; and

Stockton Rising is the culmination of years of foundational work conducted by community-based organizations via the City's TCC Planning Grant; and

The projects that comprise Stockton Rising will achieve significant benefits through neighborhood-level transformation, such as a reduction in greenhouse gas emissions and improved local economic, environmental, and health outcomes in some of the most disadvantaged communities in Stockton; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. Approve a grant agreement in the amount of $10,834,490 with the California Strategic Growth Council.

2. Authorize the City Manager to appropriate grant revenues and expenditures in the amount of $10,834,490.

3. Authorize the City Manager to execute and manage sub-agreements with co-applicants in amounts consistent with the grant agreement.

4. Authorizing the allocation of a grant funded Program Manager III position to the City Manager's Office for the three-year duration of the grant term.
5. The City Manager is hereby authorized to take appropriate and necessary actions to carry out the purpose and intent of this Resolution.


[Signature]

MICHAEL D. TUBBS
Mayor of the City of Stockton

ATTEST:

[Signature]

ELIZA R. GARZA, CMC
City Clerk of the City of Stockton
Attachment B – Partner Agreement
PARTNER AGREEMENT
TRANSFORMATIVE CLIMATE COMMUNITIES IMPLEMENTATION GRANT

The following is an Agreement, dated December 16, 2020, by and between Catholic Charities of the Diocese of Stockton, Edible Schoolyard Project, Fathers & Families of San Joaquin, GRID Alternatives North Valley, Inc., Insight Garden Program, Little Manila Rising, Promotores Unidas Para La Educación Nacional Tecnologías Sostenibles ("PUENTES"), Public Health Advocates, Rising Sun Center for Opportunity, and the San Joaquin Regional Transit District, a "PROJECT PARTNER" and collectively "PROJECT PARTNERS"; and the City of Stockton, a municipal corporation, the "CITY."

WHEREAS, the CITY was awarded a $170,000 Transformative Climate Communities ("TCC") Round I Planning Grant by the California Strategic Growth Council in January 2018; and

WHEREAS, the activities completed during the TCC Round I Planning Grant, including the Sustainable Neighborhood Plan, prepared the CITY and PARTNERS to apply for a TCC Implementation Grant; and

WHEREAS, the City Council adopted resolution 2020-02-04-1401 on February 4, 2020 authorizing the City Manager to apply for a TCC Round 3 Implementation Grant; and

WHEREAS, the CITY and PROJECT PARTNERS developed and submitted an application for TCC Round 3 Implementation Grant funding on March 6, 2020, entitled: Stockton Rising.

WHEREAS, the CITY was awarded a TCC Round 3 Implementation Grant on June 25, 2020 by the California Strategic Growth Council (Exhibit G – award letter) in the amount of $10,834,490.00 for Stockton Rising; and,

WHEREAS, a required component of the Grant Agreement is an executed Partner Agreement between the CITY and PARTNERS; and

WHEREAS, the Partner Agreement must, at a minimum, include the following:

- Identification of the Grantee
- Roles and responsibilities for the Grantee and all PARTNERS, residents, and/or community-nominated members
- Governance of the Collaborative Stakeholder Structure including processes for handling disputes and procedures to change, add, or remove members
- Legal and financial considerations including liability provisions, financial relationships between the Grantee and Partners, the process Grantee will use to reimburse the Partners, and procurement processes
- Transparent decision-making process
- Non-discrimination clause
- Meeting facilitation procedures including frequency of meetings, minimum number of meetings open to public, means for publishing meeting agenda and notes for public access
- Process for involving community representatives and community-based organizations in decision-making
WHEREAS, the CITY and PARTNERS collaboratively developed this Partner Agreement to address all the required elements aforementioned; and

NOW, THEREFORE, in consideration of these premises and the following terms and conditions, the parties hereto agree as follows:
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TERMS AND CONDITIONS

Section 1. Definitions

1) "Application" - Stockton Rising application for funding.

2) "Bi-Monthly" - Every other month.

3) "CARB Funding Guidelines" - The 2018 Funding Guidelines for Agencies that Administer California Climate Investments adopted by the California Air Resources Board (CARB) to guide implementation of California Climate Investment Programs.

4) "Funded Projects" - Projects that will be implemented with TCC Implementation Grant funds through this Partner Agreement, and that are compliant with the Round 3 TCC Guidelines and Fundable Elements listed in Appendix B of the TCC Guidelines

   a) Quantifiable Projects - Projects that contain "quantifiable elements" are quantifiable under CARB quantification methodologies.

   b) Non-Quantifiable Projects - Project that do not contain "quantifiable elements" that are quantifiable under CARB quantification methodologies, but are still eligible for grant funds.

5) "EVALUATION PARTNER" - Consultant receiving funds through the Evaluation Grant to implement the Evaluation Technical Assistance Plan required by the TCC Grant Agreement (Attachment D-5).

6) "Grant Agreement" - Refers to the Grant Agreement by and between the CITY and SGC, and all its exhibits and attachments, and included in this Partner Agreement as Exhibit C.

7) "Grant Term" - The Project Completion Period and Performance Period collectively, as defined by the Grant Agreement (Exhibit A, Part 2, Section 1).

8) "Greenhouse Gases (GHG)" - Any gas that absorbs Infrared radiation in the atmosphere. Greenhouse gases include, but are not limited to, water vapor, carbon dioxide (CO2), methane (CH4), nitrous oxide (N2O), hydrochlorofluorocarbons (HCFCs), ozone (O3), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), and sulfur hexafluoride (SF6).

9) "Leverage Funding" - Funds used to complete all, or a portion, of a Funded Project that were not issued or awarded under the Grant Agreement.

10) "Notice to Proceed" - To be issued by the CITY to PARTNERS once the CITY has executed the Grant Agreement with the Strategic Growth Council and has been authorized to use grant funds.

11) "PARTNERS" - Refers to PROJECT PARTNERS and EVALUATION PARTNERS collectively.

12) "Performance Period" - Begins immediately after each Quantifiable and Non-Quantifiable Project or Transformative Plan is completed, if applicable. The duration of the Performance Period will vary for each applicable Quantifiable or Non-Quantifiable Project and
Transformative Plan. It will be used to complete any additional required Indicator Tracking requirements.

13) "Project Area" – The area defined by the map included in the Grant Agreement (Attachment D-1).

14) "Project Completion Period" – Begins the date that the CITY and the California Strategic Growth Council have signed the Grant Agreement. All TCC Project Components, with the exception of indicator Tracking, must be completed during the Project Completion Period.

15) "PROJECT PARTNER" – Entities receiving TCC Implementation Grant funds for Funded Projects through this Partner Agreement.

16) "SGC" – The Strategic Growth Council.

17) "Stockton Rising" – All aspects of the CITY’s TCC Project required by the CITY and its PARTNERS in the TCC Grant Agreement (Exhibit C).

18) "Subcontractors" – Third parties hired by either the CITY or PARTNERS.

19) “State” – Any state agency with an oversight role over the funding for Stockton Rising.

20) "TCC" – Transformative Climate Communities.


22) "TCC Program" – The Transformative Climate Communities Program.

23) "TCC Strategies" – Strategies that achieve the objectives of the TCC Program, as defined by Appendix B of the TCC Guidelines.

24) "Transformative Plans” – Refers to the plans included in Stockton Rising to implement the Transformative Elements required by the TCC Guidelines (Appendix C).

Section 2. Incorporation of TCC Guidelines and the Grant Agreement Requirements

1) The CITY and its PARTNERS intend that this Partner Agreement shall conform to, and satisfy all requirements of, the TCC Guidelines and the Grant Agreement. The performance of their respective projects shall be conducted in accordance with the Grant Agreement, the TCC Guidelines, and this Partner Agreement.

Section 3. Complete Agreement

1) The complete agreement consists of all the following agreement documents which by reference are incorporated and made a part of this agreement. The CITY and its PARTNERS agree to comply with the terms and conditions of this agreement.

   a) Exhibit A – General Terms & Conditions
   b) Exhibit B – Reimbursement Request Process
c) Exhibit C – Grant Agreement  
d) Exhibit D – Project Specific Indicator Tracking Plans  
e) Exhibit E – Reporting Schedule  
f) Exhibit F – Sustainable Neighborhood Plan  
g) Exhibit G – Award Letter for Round III Implementation Grant  
h) Exhibit H – Project Area Map  
i) Exhibit I – Partner Agreement Included in TCC Application

Section 4. Term

1) This Partner Agreement shall take effect upon issuance of a Notice to Proceed by the CITY and shall conclude upon the conclusion of the Grant Agreement, unless otherwise terminated or amended.

Section 5. The City of Stockton

1) The CITY shall be the Grantee and will carry out all responsibilities required of the Grantee as described in the Grant Agreement.

2) The CITY agrees that it will be jointly and severally liable for performance of the grant requirements under the Grant Agreement and will meet the following commitments to its PARTNERS:

a) Commitment to Stockton Rising and its implementation as described in the Grant Agreement

   i) The CITY acknowledges that it:

      (1) has reviewed the TCC Guidelines and Grant Agreement;

      (2) led the preparation of Stockton Rising and application;

      (3) is fully committed to the goals and requirements of Stockton Rising, the requirements of the Grant Agreement and this Partner Agreement, and agrees to take all actions necessary to effectuate the requirements of the Grant Agreement and Stockton Rising in accordance with State of California requirements.

b) Commitment to Work Collaboratively

   i) The CITY commits to work collaboratively with PARTNERS, and other key partners and stakeholders throughout the entirety of the Grant Term.

c) Leverage Funds

   i) The CITY will fulfill its Leverage Funding obligations as described in the Grant Agreement to support integrated strategic investment for Stockton Rising.

d) Supervision and Coordination of Stockton Rising

   i) The CITY will provide staff support during the entirety of the Grant Term for the supervision and coordination of all components of Stockton Rising.
ii) The CITY shall ensure that the Transformative Plans included in the Grant Agreement are properly implemented by all PARTNERS and shall address all issues or oversights of the plans with expediency should they arise.

iii) The CITY shall develop and approve all community outreach tools to be utilized by all PARTNERS, including a website, fact sheets, and public presentations.

iv) The CITY shall directly oversee the implementation of the final Displacement Avoidance Plan included in the Grant Agreement to ensure support for equitable development and the pursuit of good policy around the opportunities and projects embedded in Stockton Rising. The CITY will work with PARTNERS to anticipate the displacement prevention needs of the Project Area, focus on key educational opportunities, and encourage advocacy and accountability on behalf of the residents and businesses of the Project Area.

v) The CITY shall comply, and will ensure PARTNERS comply, with the Indicator Tracking Requirements included in the Grant Agreement as well as those defined by the EVALUATION PARTNER and approved by the CITY and PARTNERS.

vi) The CITY will enter into any necessary additional agreements with PARTNERS outside of this Partner Agreement for the implementation of Stockton Rising.

e) Grant Funds

i) The CITY shall comply with all of the accounting, disbursement, recordkeeping, and all other compliance requirements set forth in the Grant Agreement with respect to itself and PARTNERS.

f) Commitment of Funds

i) The CITY will abide by its commitment of funds described in the final respective project Budgets and Schedules of Deliverables in Exhibit B of the Grant Agreement.

g) Bi-Monthly Invoices

i) The CITY shall prepare and submit bi-monthly invoices to SGC on behalf of PARTNERS in accordance with Sections 13 and 14 of the Grant Agreement.

ii) The CITY shall disburse grant funds to PARTNERS as reimbursement for work performed in accordance with the respective final approved Budget and Schedules of Deliverables included as Exhibit B of the Grant Agreement.

h) Bi-Monthly Reports

i) The CITY shall prepare and submit all required documents and reports to SGC or other governmental agencies, including bi-monthly progress reports, annual progress reports, annual leverage funding reports, and annual detailed budgets, equipment inventory records, annual indicator tracking report, project completion reports, final report, final leverage funding report, and any other reports related to indicator tracking as required under Section 12 of the Grant Agreement.
i) Governance

   i) The CITY shall adhere to the Collaborative Stakeholder Structure, as defined in Section 9 hereof.

Section 6. Partners

1) The commitments of all PARTNERS include:

   a) PARTNERS acknowledge they individually:

      i) Have reviewed the TCC Guidelines and Grant Agreement;

      ii) Participated in the preparation of Stockton Rising and application;

      iii) Are fully committed to the goals and requirements of Stockton Rising, the TCC Guidelines, the Grant Agreement, and this Partner Agreement, and will take all actions necessary to effectuate the requirements therein.

b) PARTNERS reaffirm their understanding that Stockton Rising is intended to achieve the priorities of the residents and businesses of the Project Area, as articulated in the Sustainable Neighborhood Plan [Exhibit F] and in other strategic planning documents.

c) Commitment to Work Collaboratively

   i) PARTNERS each commit to work with the CITY, each other, government entities, and other partners or subcontractors they have respectively selected to assist in the implementation of their respective project(s) as well as residents and stakeholders throughout the entirety of the Grant Term.

d) Leverage Funds

   i) PARTNERS will ensure that all public and private funds stated as Leverage Funding for their respective project(s) or scopes of work (as shown in their project Budget and Schedule of Deliverables in Exhibit B of the Grant Agreement) will be made available and used appropriately implement their Funded Projects.

   ii) PARTNERS shall not use grant funds to supplant any Leverage Funding commitment.

   iii) PARTNERS will be held solely and individually liable for abiding by any specific requirements of these leveraged sources and ensuring that there are no conflicts between policies or restrictions on all sources of funds needed to complete their respective project.

e) Reporting

   i) For their respective project or scope of work, PARTNERS shall develop, prepare, and submit regular updates to the CITY and the Steering Committee (See Section 9, Collaborative Stakeholder Structure) on their progress toward their objectives, and
provide appropriate photos, stories, and meeting and event notices in a timely fashion to the CITY.

ii) For their respective project or scope of work, PARTNERS shall respond to requests for any specific information or reports from the State or the CITY.

f) Recordkeeping

i) PARTNERS shall maintain their own individual records in accordance with Sections 22, 23, and 24 of the Grant Agreement.

ii) PARTNERS must maintain adequate records for Stockton Rising, including letters and email correspondences, financial records (including agreements and any associated documents with Subcontractors and receipts), engagement documentation, required reports, data, readiness, and compliance documentation.

iii) PARTNERS shall allow the CITY the opportunity to inspect and have full and complete copies of all records related to the implementation of their respective project or scope of work.

iv) The State reserves the right to audit PARTNERS and CITY records for their respective projects and scopes of work.

v) PARTNERS and Subcontractors must maintain copies of their respective project records for four (4) years after the Performance Period.

vi) The State retains the right to conduct an audit each year during the Grant Term and up to four (4) years after the Performance Period.

vii) The State may require recovery of payment from the CITY, and the CITY may thereby require a recovery payment from PARTNERS, as warranted, based on an audit finding, or any other remedies available in law or equity.

g) Governance

i) PARTNERS shall adhere to the Collaborative Stakeholder Structure, as defined in Section 9 hereto.

Section 7. Project Partners

1) By execution of this Partner Agreement, all PROJECT PARTNERS agree that they will work with the CITY to implement the Grant Agreement for their respective projects for the Project Area. PROJECT PARTNERS commit to all duties and responsibilities corresponding to the PROJECT PARTNER’s role and the execution of the respective goals and strategies associated with their respective projects under Stockton Rising and the Grant Agreement for the Grant Term.

2) Responsibilities of PROJECT PARTNERS pursuant to the Grant Agreement:

a) Implementation of Project
i) PROJECT PARTNERS agree to oversee the implementation of their respective project(s) as defined by the Grant Agreement. PROJECT PARTNERS agree to address any change in schedule, design, or outcome immediately with the CITY, as appropriate. PROJECT PARTNERS agree to prepare and propose solutions and an action plan to address any issues as they arise, working collaboratively with their Subcontractors and each other to ensure their respective projects do not deviate from their intended purpose and the expectations of the residents, businesses, and stakeholders of the Project Area.

ii) PROJECT PARTNERS agree that they will be jointly and severally liable with the CITY for their specific performance of their respective project(s) pursuant to the Budget and Schedule of Deliverables included in Exhibit B of the Grant Agreement and the Indicator Tracking Plan included in the Grant Agreement.

b) Coordination of Activities

i) PROJECT PARTNERS will be responsible for securing all government approvals or discretionary reviews required for the implementation of their respective project and coordinating any permits, approvals, funding, or review by City, County, and/or related agencies required in the appropriate and legal implementation of their respective projects under Stockton Rising.

c) Leverage Funding

i) Pursuant to Section 15 of the Grant Agreement, PROJECT PARTNERS will:

   (1) Report on their respective Leverage Funding expended in their budget and
       annual reporting forms and provide supporting documentation of their respective
       Leverage Funding expended that will be made available to the CITY and the
       State upon request.

   (2) Spend their respective Leverage Funding within the Project Area and for the
       purposes described in the their respective Budget and Schedule of Deliverables
       included in Exhibit B of the Grant Agreement.

   (3) Report on the expenditure of their respective Leverage Funding starting June 25,
       2020 until the end of the Performance Period.

d) Hiring Subcontractors

i) PROJECT PARTNERS may contract with various subcontractors who will provide
   needed administrative, design, engagement, or implementation support to coordinate
   and oversee initiation and completion of specific funded improvement projects at
   their respective project(s). The CITY's obligation to pay PROJECT PARTNERS is an
   independent obligation from PROJECT PARTNERS' obligations to pay their
   respective subcontractors.

ii) PROJECT PARTNERS are entitled to make use of their own staff and
    Subcontractors as identified in their respective project Budget and Schedule of
    Deliverables included in Exhibit B of the Grant Agreement.
iii) PROJECT PARTNERS must manage, monitor, and accept responsibility for the performance of their own respective staff and Subcontractors and will conduct their respective project activities and services consistent with professional standards for the industry and type of work being performed under this Partner Agreement.

iv) Nothing in this Partner Agreement or otherwise will create any contractual relationship between the CITY and any Subcontractors retained by a PROJECT PARTNER, and no Subcontractor will relieve the PROJECT PARTNER of its obligations under this Partner Agreement.

e) Conditions for Beginning Work

i) PROJECT PARTNERS are to ensure all Conditions for Beginning Work as defined in Section 10 of the Grant Agreement, and outlined below, are completed for their respective project prior to commencing any reimbursable project work:

(1) For Funded Projects, PROJECT PARTNERS must achieve readiness prior to expending any direct project costs. Only predevelopment and associated indirect costs can be spent prior to achieving readiness. PROJECT PARTNERS must demonstrate readiness in accordance with Appendix B of the TCC Guidelines.

(a) All Funded Projects must achieve readiness within the first year of the Grant Term. The projects that do not meet the readiness requirement within the first year of the Grant Agreement will be deemed to be infeasible and ineligible for reimbursement, unless SGC gives written approval to extend the timeline to meet the readiness requirements.

(b) The CITY has sole discretion to determine when PROJECT PARTNERS have demonstrated readiness for each Funded Project.

f) Transformative Plans

i) PROJECT PARTNERS agree to participate in and incorporate the Transformative Plans, as appropriate, to their respective project(s).

g) Reporting Requirements

i) The reporting requirements for PROJECT PARTNERS include, but are not limited to, the Reporting Requirements outlined in Section 12 of the Grant Agreement:

(1) General Reporting Requirements:

(a) All applicable reports must be completed using templates attached to the Grant Agreement or provided by SGC and submitted using the naming conventions provided.

(b) The first reporting period will begin on the start date of the Grant Agreement by and between the CITY and SGC.

(c) All reports must be submitted to the CITY on the due date specified in the Reporting Schedule (Attachment E-4 of Grant Agreement). When the
report submission due date falls on a weekend or state-recognized holiday, reports will be due on the first working day that follows.

(d) All reports must be signed by the signatory to this Partner Agreement or an authorized designee.

(e) The CITY and SGC may request to verify reports through methods that include, but are not limited to: supporting documentation, site visits, conference calls or video conferencing.

(f) A PROJECT PARTNER's failure to meet the reporting requirements on time may result in a delay in reimbursement.

(2) Bi-monthly Progress Reports:

(a) PROJECT PARTNERS must complete bi-monthly Progress Reports on their respective project(s) using the template attached to the Grant Agreement (Attachment E-3).

(b) Bi-monthly Progress Reports must correspond with the Budget and Schedule of Deliverables described in the Grant Agreement as well as the tasks outlined in the annual Detailed Budget for each Project and Transformative Plan.

(c) PROJECT PARTNERS must report on any deliverables submitted and submit evidence of work completed, as requested by the CITY or SGC.

(3) Annual Reports:

(a) The following materials must be submitted on an annual basis for the duration of the Project Completion Period:

(i) Annual Progress Report

1. PROJECT PARTNERS must complete the Annual Progress Reports for their respective project(s) using the template provided by SGC in the Grant Agreement.

(ii) Leverage Funding Report

1. If applicable, PROJECT PARTNERS must submit Annual Leverage Funding Report forms for their respective project(s) using the template provided in the Grant Agreement.

(iii) Detailed Budget

1. PROJECT PARTNERS must provide, for their respective project(s), the annual Detailed Budget aligned with the Budget and Schedule of Deliverables in the Grant Agreement.

(iv) Equipment Inventory Record
1. PROJECT PARTNERS must maintain an inventory of all equipment acquired with grant funds. See Exhibit A, Part 2, Section 29, Ownership, of the Grant Agreement for further instruction regarding the equipment inventory.

(4) Project Completion Reports:

(a) Completion Report

(i) PROJECT PARTNERS must complete a report at the completion of each individual Project using the template provided by SGC.

(b) Supporting Documentation

(i) PROJECT PARTNERS must submit any supporting documentation required to demonstrate that Projects are fully completed to the CITY.

(c) Equipment Inventory Record

(i) PROJECT PARTNERS must complete an inventory of all equipment acquired with grant funds at the end of the Project Completion Period using the template provided by SGC.

h) Monitoring and Oversight

i) In accordance with Section 21 of the Grant Agreement, PROJECT PARTNERS agree to grant the CITY and the State, or its designated representative(s), the right to visit their respective project sites pertaining to any TCC project described in the Grant Agreement with prior written notice of such visit. Project sites may include any public or participating private properties.

ii) PROJECT PARTNERS agree that the State, or its designated representative(s), have the right to conduct a final inspection of their respective completed Funded Project, as determined by SGC.

(1) For construction projects, this may require a certification by the appropriate registered professional (such as California Registered Civil Engineer or Geologist) that such project has been completed in substantial accordance with final plans and specification and any modifications.

(2) If the PROJECT PARTNER arranges a final inspection, the PROJECT PARTNER must notify the CITY of the inspection date at least fifteen (15) working days prior to the inspection to provide the CITY and the State time to participate.

i) Disbursement Requests

i) PROJECT PARTNERS will submit, for their respective project(s), to the CITY, bi-monthly disbursement requests with all required supporting documentation, according to the procedures outlined in the Reimbursement Request Process
attached as Exhibit B to this Partner Agreement and pursuant to the Reporting Schedule in the Grant Agreement (Attachment D-4). Pursuant to Exhibit A, Part 2, Section 13 of the Grant Agreement, PROJECT PARTNERS acknowledge and commit to the following payment provisions:

(1) PROJECT PARTNER will be responsible for front funding all TCC reimbursable expenses in order to advance their respective project and will receive TCC funding on a reimbursable basis.

(2) The CITY will not reimburse PROJECT PARTNERS until funds have been received by the State, and will only pay up to the amount it received from the State.

(3) All invoices must be submitted to the CITY and must be supported by adequate documentation evidencing that the direct cost for which each PROJECT PARTNER seeks reimbursement has been incurred.

(4) PROJECT PARTNERS may only request reimbursement from the CITY for eligible costs incurred for their respective project(s) during the Grant Term. Any work performed prior to the start date or after the end of the Performance Period will not be reimbursed.

(5) Eligible Costs are defined as those costs consistent with Exhibit A, Part 2, Section 13, ii, of the Grant Agreement.

j) Retention

i) The CITY will withhold payment of the final 5% of the total requested amount for each Funded Project with the exception of the Indicator Plan, Community Engagement Plan, and Workforce Development and Economic Opportunities Plan invoices, until the CITY determines that the requirements of the PROJECT PARTNER’s respective project have been fulfilled per the Grant Agreement. This is pursuant to Section 13 of the Grant Agreement.

k) Applicability of the California Public Records Act (Govt. Code Section 6250 et seq.)

i) In accordance with Section 23 of the Grant Agreement, PROJECT PARTNERS agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Grant Agreement will be in the public domain to the extent to which release of such materials is required under the California Public Records Act (Cal. Gov’t Code § 6250 et seq.). The CITY and PROJECT PARTNERS may disclose, disseminate, and use in whole or in part, any final form data and information received, collected, and developed under the Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support as described in Section 52 of the Grant Agreement. The CITY and PROJECT PARTNERS must not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State has the right to use any data described in this paragraph for any public purpose.

l) Review of Contracts
i) PROJECT PARTNERS must provide the CITY with copies of all contracts for review prior to execution to ensure that contracts meet all scope of work, programmatic, and policy requirements.

m) PROJECT PARTNERS and their Subcontractors certify that they are not and will not become:

i) In violation of any order or resolution subject to review promulgated by CARB or an air pollution control district;

ii) Subject to a cease and desist order subject to review issued pursuant to Section 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or,

iii) Determined to be in violation of provisions of federal law relation to air or water pollution.

Section 8. Evaluation Partner

1) Stockton Rising is focused on collecting and utilizing data to:

a) Monitor the progress of project implementation so that the CITY and its PROJECT PARTNERS can stay on track toward achieving the specific impact goals outlined for their respective project(s) in the Grant Agreement;

b) Communicate implementation milestones and neighborhood transformations to external stakeholders; and,

c) Build a data inventory that can support long-term analysis of the project impacts in relation to stated goals.

2) At the time this Partner Agreement has been executed, the EVALUATION PARTNER has yet to be selected. The CITY shall select the EVALUATION PARTNER at a later date, and upon entering into a professional services agreement, the EVALUATION PARTNER shall become a signatory to, and be bound by, this Partner Agreement without need to amend.

3) The EVALUATION PARTNER will enter into a professional services agreement with the CITY following the execution of this Partner Agreement which will outline a scope of work and specific deliverables, the terms of which supersede any conflicting terms of this Partner Agreement.

4) EVALUATION PARTNER will be responsible for ensuring that:

a) All required data is tracked pursuant to the Final Indicator Tracking Plans in the Grant Agreement;

b) All required data is tracked appropriately and reported on in the appropriate timeframe and format by PROJECT PARTNERS and the CITY.
5) EVALUATION PARTNER will work closely and collaboratively with the CITY and PROJECT PARTNERS to identify specific indicators that will be tracked over time to understand project quality and to assess public health, economic development, GHG reductions, and other project-specific outcomes as required under the Grant Agreement. PROJECT PARTNERS may also invite community stakeholders to participate in this process, in which case the EVALUATION PARTNER and PROJECT PARTNERS will work collaboratively to plan and facilitate community engagement efforts.

6) EVALUATION PARTNER will ensure that the final set of indicators meets regulatory requirements set by SGC and other relevant State agencies.

7) EVALUATION PARTNER will create an Evaluation Plan that will summarize all of the indicators to be tracked pursuant to the requirements of the Grant Agreement and the desires of the CITY and PROJECT PARTNERS, as well as define the specific metrics for measuring those indicators and codify data collection methods for tracking indicators.

8) EVALUATION PARTNER will train all PROJECT PARTNERS as applicable on what data to collect, how to collect their assigned data, and how to report on data to meet State requirements, as identified in the Final Indicator Tracking Plans included in the Grant Agreement. EVALUATION PARTNER will ensure that PROJECT PARTNERS are meeting their data collection requirements and provide support to PROJECT PARTNERS if they are encountering obstacles or challenges in their data collection efforts.

9) EVALUATION PARTNER will engage residents and businesses through a mix of targeted surveys, structured interviews, and focus groups to examine how TCC investments are affecting the quality of life for Project Area residents.

10) EVALUATION PARTNER will identify publicly available data (e.g., Census, Bureau of Labor Statistics) for tracking neighborhood-level metrics that are identified by the stakeholders.

11) EVALUATION PARTNER will share all data (raw and transformed) that does not contain personally identifying information with the CITY and PROJECT PARTNERS annually for the indicators that the Stockton Rising Steering Committee defines and that are required by the State in the Grant Agreement.

12) EVALUATION PARTNER will lead a discussion with the Stockton Rising Steering Committee annually, to review the performance of key indicators in relation to programmatic goals.

   a) If metric targets are not met, the Stockton Rising Steering Committee will discuss potential issues, challenges, or barriers to success, and make recommendations for technical assistance, programmatic adjustments, or other interventions.

   b) Underperforming PROJECT PARTNERS will be asked to develop a program improvement plan, for their respective project(s), that identifies specific and measurable goals, outcomes, and indicators of success within a specific timeline.

Section 9. Collaborative Stakeholder Structure

1) Overview
a) Stockton Rising’s Collaborative Stakeholder Structure (CSS) is comprised of community-serving organizations, local government partners, community stakeholders, and residents committed to the equitable and sustainable development of the Project Area. Historic disinvestment has produced unequal and ongoing socioeconomic, environmental, and public health outcomes. We are committed to working collaboratively together to build a more resilient Stockton.

b) Process Responsibility

i) The CITY is ultimately responsible for the success of the activities embodied in Stockton Rising. The CITY is using its Lead Grantee funds to provide staff to manage all aspects of Stockton Rising, including this Collaborative Stakeholder Structure. In collaboration with the Stockton Rising Steering Committee (“Steering Committee”), and the Chairs of the Capital Projects, Community Engagement, and Workforce Development and Economic Opportunity Subcommittees, the CITY will monitor the day-to-day operations of Stockton Rising and will be responsible for addressing any conflicts or performance issues.

c) Communication

i) The CITY, in collaboration with the Stockton Rising Steering Committee and Community Engagement Subcommittee, will be in regular communication and hold regular meetings to ensure cohesive oversight and management of all TCC projects, programs, and events.

ii) The CITY will consult with PARTNERS as well as the Stockton Rising Steering Committee privately and in group settings to ensure clear messaging and communication on goals and requirements; address conflicts and roadblocks as they arise; and ensure that decisions are well-informed and made quickly to guarantee success.

2) Stockton Rising Steering Committee (“Steering Committee”)

a) Scope

i) Coordination and alignment of the Collaborative Stakeholder Structure (“CSS”).

ii) Review progress of Stockton Rising’s Grant Agreement deliverables.

iii) Support overall success of Stockton Rising by participating in activities related to grant implementation as needed.

iv) Bi-annual planning meetings (mid- and end-of-year) to evaluate impact and coordinate upcoming activities, participants include all members of the Collaborative Stakeholder Structure.

v) Adaptive management & conflict resolution. The Steering Committee is designed to provide guidance and resources to ensure projects funded by TCC are on track and outcomes are achieved or exceeded per the Grant Agreement. If projects are stalling or organizations are not performing adequately, these issues will be raised with the
Steering Committee which will evaluate situations on a case-by-case basis and generate options for resolution.

b) Frequency & Location of Meetings

i) The Steering Committee shall meet at least once every three (3) months and may choose to meet more frequently when necessary.

ii) The Steering Committee shall meet at community accessible locations, open to the public, within the Project Area.

c) Membership and Associated Responsibilities

i) Facilitator

(1) The TCC Program Manager hired by the City of Stockton shall serve as the Facilitator of the Steering Committee. As such, the TCC Program Manager is responsible for the following:

(a) Scheduling and convening Steering Committee meetings.

(b) Making reasonable arrangements to support the participation of residents, businesses, and other stakeholders from the Project Area.

(c) Developing an agenda and preparing any associated materials.

(d) Tracking the attendance of Steering Committee members.

(2) The TCC Program Manager, at the direction of the City Manager's Office, shall be the final decision maker of the Steering Committee, subject to the Mandatory Consultation Process.

ii) Members

(1) There shall be four (4) Members of the Steering Committee:

(a) Community Engagement Coordinator – Public Health Advocates

(b) Workforce Coordinator – Rising Sun Center for Opportunity

(c) Two (2) Resident Representatives – Project Area Residents

(2) Members are non-voting, advisory participants.

3) Working Groups

a) Capital Strategies Working Group

i) Scope
(1) Coordination of all seven (7) capital projects: Miner Avenue Complete Streets Improvement, Climate Careers Energy, Stockton Energy for All Single-Family, Stockton Energy for All Multi-Family Climate Careers Water, Urban Forest Renovation Project, Edible Education at Home.

(2) Review progress of capital projects toward Grant Agreement deliverables.

(3) Report progress toward Grant Agreement deliverables to Steering Committee.

ii) Frequency & Location of Meetings

(1) The Capital Strategies Working Group shall meet at least every other month and may meet more frequently when necessary.

(2) The Capital Strategies Working Group shall meet at community accessible locations, open to the public, within the Project Area.

iii) Membership and Associated Responsibilities

(1) Facilitator

(a) The TCC Program Manager hired by the City of Stockton shall serve as the Facilitator of the Capital Strategies Working Group. As such, the TCC Program Manager is responsible for the following:

(i) Scheduling and convening meetings.

(ii) Making reasonable arrangements to support the participation of residents, businesses, and other stakeholders from the Project Area.

(iii) Developing an agenda and preparing any associated materials.

(iv) Tracking the attendance of members.

(b) The TCC Program Manager, at the direction of the City Manager's Office, shall be the final decision maker of the Capital Strategies Working Group, subject to the Mandatory Consultation Process.

(2) Members

(a) There shall be nine (9) Members of the Capital Strategies Working Group:

(i) Two (2) City Representatives – City of Stockton (Appointed by City Manager)

(ii) Five (5) Representatives from PROJECT PARTNERS

(iii) Two (2) Resident Representatives – Project Area Residents

(b) Members are non-voting, advisory participants.
b) Community Engagement Working Group

i) Scope

(1) Coordination of community engagement activities.

(2) Oversight of information that is routinely shared via the City of Stockton website or PHA public-facing platforms.

(3) Coordinate events open to the general public to celebrate, facilitate community feedback, share resources, and educate.

(4) Development of a process to recruit, appoint, and train residents from the Project Area to serve as Resident Representatives on the Steering Committee, Working Groups, and Community Coalition.

ii) Frequency & Location of Meetings

(1) The Community Engagement Working Group shall meet at least every month and may meet more frequently when necessary.

(2) The Community Engagement Working Group shall meet at community accessible locations, open to the public, within the Project Area.

iii) Membership and Associated Responsibilities

(1) Facilitator

(a) The Community Engagement Coordinator hired by Public Health Advocates shall serve as the Facilitator of the Community Engagement Working Group. As such, the Community Engagement Coordinator is responsible for the following:

(i) Scheduling and convening meetings.

(ii) Making reasonable arrangements to support the participation of residents, businesses, and other stakeholders from the Project Area.

(iii) Developing an agenda and preparing any associated materials.

(iv) Tracking the attendance of members.

(b) The Community Engagement Coordinator is a voting member, decisions are made by a simple majority of voting members.

(2) Members

(a) There shall be eight (8) Members of the Community Engagement Working Group:

(i) Three (3) Representatives from Community Engagement Plan Partners
(ii) Two (2) Resident Representatives - Project Area Residents

(iii) Two (2) Community Stakeholders - Community Organizations Working in the Project Area

(iv) One (1) Displacement Avoidance Plan Representative

(b) Members are voting members, decisions are made by a simple majority of voting members.

c) Workforce Development Working Group

i) Scope

(1) Coordination of workforce development activities.

(2) Report out on the progress of workforce development activities to the Steering Committee.

ii) Frequency & Location of Meetings

(1) The Workforce Development Working Group shall meet at least every month and may meet more frequently when necessary.

(2) The Workforce Development Working Group shall meet at community accessible locations, open to the public, within the Project Area.

iii) Membership and Associated Responsibilities

(1) Facilitator

(a) The Workforce Coordinator hired by Rising Sun Center for Opportunity shall serve as the Facilitator of the Workforce Development Working Group. As such, the Workforce Coordinator is responsible for the following:

(i) Scheduling and convening meetings.

(ii) Making reasonable arrangements to support the participation of residents, businesses, and other stakeholders from the Project Area.

(iii) Developing an agenda and preparing any associated materials.

(iv) Tracking the attendance of members.

(b) The Workforce Coordinator is a voting member, decisions are made by a simple majority of voting members.

(2) Members
(a) There shall be seven (7) Members of the Workforce Development Working Group:

(i) Three (3) Representatives from Workforce Development & Economic Opportunity Plan Partners

(ii) Two (2) Resident Representatives – Project Area Residents

(iii) Two (2) Community Stakeholders - Representing Small Businesses In the Project Area

(b) Member are voting members, decisions are made by simple majority of voting members.

4) Community Coalition

a) Scope

i) Share information, education, and updates regarding TCC Implementation for residents.

ii) Engage residents and stakeholders in community engagement implementation.

iii) Receive community feedback.

iv) Ensure alignment of TCC implementation with the Sustainable Neighborhood Plan and its community priorities.

v) Participate in the Mandatory Consultation Process.

b) Frequency & Location of Meetings

i) The Community Coalition shall meet at least every other month and may choose to meet more frequently when necessary.

ii) The Community Coalition shall meet at community accessible locations, open to the public, within the Project Area. Outreach to ensure public participation will be conducted by the Community Engagement Working Team through established networks, such as resident councils, school councils, churches, community centers, and chambers of commerce.

c) Membership and Associated Responsibilities

i) Facilitator

(1) The Community Engagement Coordinator hired by Public Health Advocates shall serve as the Facilitator of the Community Coalition. As such, the Community Engagement Coordinator is responsible for the following:

(a) Scheduling and convening Community Coalition meetings.
(b) Making reasonable arrangements to support the participation of residents, businesses, and other stakeholders from the Project Area.

(c) Developing an agenda and preparing any associated materials.

(d) Tracking the attendance of members.

(2) The Community Engagement Coordinator is a non-voting member of the Community Coalition, decisions are made by a simple majority of voting members.

ii) Members

(1) Any person who resides, works, or owns property within the TCC Project Area may participate as a full member during meetings of the Community Coalition.

(2) Subject to such rules and procedures as approved by the Community Coalition, all Members are voting members and decisions are made by a simple majority of voting members.

5) Governance & Decision-Making Protocols

a) Meeting Procedures

i) All Collaborative Stakeholder Structure (CSS) meetings require seventy-two (72) hour notice, and meeting agendas and notes for public access will be published on the City of Stockton website.

ii) CSS meetings will be held at times that are accessible to community members (e.g. 4:30-6:00pm). CSS meetings will be held at locations that are accessible to community members, such as:

(1) CPFSJ (Dorothy L. Jones Community and Health Center)

(2) Stirbley Community Center

(3) Van Buskirk Community Center

(4) Maya Angelou Library

(5) Kennedy Community Center

(6) City Hall (for Steering Committee meetings)

iii) PARTNERS may send multiple representatives to meetings, but in the case of a vote, each PARTNER entity will only have one (1) vote.

iv) Quorum is established when there is a majority (1/2 + 1) of members present.

(1) In the case of the Community Coalition, quorum is established when at least five (5) qualifying individuals are present.
v) Special or additional meetings may be called at the request of the CITY, Steering Committee, Working Groups, or Community Coalition (by a majority vote), provided that there is a minimum of 72 hours' notice.

b) Administrative Support

i) The administrative staff hired by the CITY for Stockton Rising will support the Working Group leads and Community Coalition with identifying and reserving meeting space, taking notes, and any other reasonable administrative support required.

c) Resident Representatives

i) Residents will be trained through capacity building and training programs to be either Climate Liaisons or youth participants.

ii) Resident Representatives are residents who serve on the Collaborative Stakeholder Structure. Resident Representatives will serve for the duration of the grant term. Resident Representatives are highly encouraged to regularly attend the Community Coalition meetings to provide regular updates and opportunities for feedback.

iii) The Community Engagement Working Group will develop an outreach and selection process for the Climate Liaisons, youth participants, and Resident Representatives, building on the process used to select Climate Liaisons during the TCC Planning Grant. This process will include an application that meets the needs of the community, such as allowing for video in addition to written submissions.

iv) Climate Liaisons, youth participants, and Resident Representatives will be selected from residents who live within the Project Area and who are known as trusted members of the community.

v) Given their involvement and training on issues related to TCC, residents who go through TCC training will be encouraged to apply to also serve as Resident Representatives.

vi) The Community Engagement Working Group will develop procedures for the removal or replacement of Resident Representatives who fail to fulfill their obligations or resign their position, respectively.

d) Community Stakeholders

i) Community Stakeholders are entities within the Project Area who serve on the Collaborative Stakeholder Structure. These are entities that have a nexus to a particular aspect of Stockton Rising and may bring a unique or valuable perspective to decision-making bodies. Community Stakeholders will serve for the duration of the grant term.

ii) The City's TCC Program Manager and the Community Engagement Working Group will develop an outreach and selection process for the Community Stakeholders.
This process will include an application that meets the needs of the community, such as allowing for video in addition to written submissions.

iii) Community Stakeholders must have a direct connection to the Project Area or the activities within Stockton Rising.

iv) The City's TCC Program Manager and the Community Engagement Working Group will develop procedures for the removal or replacement of Community Stakeholders who fail to fulfill their obligations or resign their position, respectively.

e) Decision-Making Spectrum

i) We are committed to working together collaboratively to build a more resilient Stockton. Therefore, we seek to make consensus-based decisions to the fullest extent possible, barring extraordinary circumstances. We also understand that this project will need to be administered in accordance with the existing governance of each of our PARTNERS, the project timeline, and budget. Given this constraint, we outline the decision-making and conflict resolution protocols to follow for the different types of decisions that may need to be made.

ii) At decision points, each relevant Working Group will use the decision-making spectrum to identify what kind of decision needs to be made, endeavoring to make consensus-based decisions to the fullest extent possible.

From least collaborative to most collaborative →

<table>
<thead>
<tr>
<th>Independent</th>
<th>Independent with Input</th>
<th>Majority Rule</th>
<th>Implicit Consensus</th>
<th>Explicit Consensus</th>
</tr>
</thead>
<tbody>
<tr>
<td>Decisions are made by one or more Partners without consulting the full team.</td>
<td>Input from all partners is sought and addressed by the implementing partner(s) at their sole discretion.</td>
<td>Decisions are made when a simple majority is reached.</td>
<td>Decisions are made when questions are submitted by an agreed-upon deadline.</td>
<td>Decisions are made when consensus is reached with verbal or written confirmation from all partners.</td>
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f) Reaching Consensus

i) The Fist to Five Voting method will serve as the primary method to understand where partners stand on an issue and inform decisions that require consensus. Fist to Five Voting is a quick way to allow everyone to vote on and gauge a topic, in a range, by holding up a hand with 0, 1, 2, 3, 4, or 5 fingers:

(1) 0 fingers (a fist): No way, terrible choice, I will not go along with it. A way to block consensus.

(2) 1 finger: I have serious reservations and I’d prefer to resolve the concerns before supporting it.

(3) 2 fingers: I have some concerns, but I’ll go along and try it.
(4) 3 fingers: I will support the idea.

(5) 4 fingers: I like this idea, sounds good.

(6) 5 fingers: Absolutely, best idea ever! I'll champion it.

**g) Process for meetings**

i) At least one representative from each organization must be present for decisions that require consensus, unless the missing organization expressly states their position in advance of the meeting.

1) Proposal is presented. Proposal should be specific and actionable with consideration to previous input.

2) Clarifying questions are solicited and the presenter provides brief responses.

3) An initial vote is called on the original proposal. Those who do not feel informed enough to take a vote may "pass" on voting.

4) Those who voted with 0, 1, or 2 fingers have the opportunity to voice objections.

5) Presenter responds to objections and invites others to weigh in to help resolve objections and offer proposal amendments or counter proposals.

6) The original, amended, or new proposal is presented. A final vote is called.

(a) Consensus is reached when all partners vote with 3, 4, or 5 fingers.

(b) If consensus has not been reached and the decision requires consensus, steps 5 and 6 are repeated.

**h) Mandatory Consultation Process**

i) This cross-collaborative work between local government, community-based organizations, stakeholders and residents will involve reflection and course correction as needed.

ii) The Mandatory Consultation Process must be followed when considering changes to project scopes, or as denoted in this document, after execution of the Grant Agreement, barring extraordinary circumstances:

1) Proposed changes will trigger a special meeting of the Collaborative Stakeholder Structure, including all PARTNERS and Resident Representatives. Relevant parties may be invited to share necessary context and background.

2) PARTNERS and Resident Representatives will use the Decision-Making Spectrum and related processes to reach consensus to make decisions. The objective is to make consensus-based decisions to the fullest extent possible.
(3) The decision of the PARTNERS and Resident Representatives will be shared with the Community Coalition, which may offer concerns, questions, or feedback. PARTNERS and Resident Representatives must reconvene to address any concerns raised by the Community Coalition. This process is repeated until all concerns raised by community members are resolved.

iii) The CITY may suspend the Mandatory Consultation Process when extraordinary circumstances warrant it. The CITY retains the sole discretion to determine whether extraordinary circumstances exist.

(1) In the event the CITY suspends the Mandatory Consultation Process, it shall be reported to the Steering Committee and relevant Working Groups.

Section 10. Principles for Equitable and Sustainable Governance

1) These principles have been adapted from the work of Rise Stockton and are a reflection of conversations that have been ongoing in Stockton over the past several years. Partners may convene to further amend, refine or add to these principles.

a) Champion Environmental Justice

i) We believe in practicing fair treatment and meaningful involvement of all people to enjoy the same degree of protection from environmental and health hazards, and equal access to the decision-making process to have a healthy environment in which to live, learn, and work. Our work together must empower the communities most impacted by pollution and climate change to achieve environmental justice.

b) Community-Driven, Of the People

i) We work collaboratively to create community-first solutions of the people, for the people experiencing the greatest impacts of climate change. Ongoing community engagement should identify community needs, center and promote the leadership of impacted residents, build community champions, and deliver direct and meaningful benefits to community members.

c) Center Racial & Social Equity

i) Intentionally discriminatory policies, institutionalized racism, and decades of disinvestment have led to inequitable power and resource distribution. Communities of color in Stockton's formerly redlined communities continue to face unequal outcomes with regard to health, the environment and the local economy. We must therefore center equity, not just as a commitment, but as a practice. Equity is transforming the behaviors, institutions, and systems that disproportionately harm marginalized communities. Equity means increasing access to power, redistributing and providing additional resources, and eliminating barriers to opportunity to empower marginalized communities to thrive and reach their full potential.

d) Achieve Socioeconomic, Environmental & Health Benefits

i) Our communities require more than just greenhouse gas emission reductions; we need employment and educational opportunities that invest in our human capital,
health and well-being. Together, we seek more ownership over the decisions that impact us - recognizing that economic development has sometimes represented regressive policies in our communities. Instead, we believe we can align investments with neighborhood priorities, and develop without displacement.

e) Enter with Goodwill

i) This collaborative work is deeply relational, and requires that all partners are committed to work toward the common good in the spirit of trust and integrity. All partners serving their community are committed to putting these guiding principles into practice. We commit to showing up with authenticity, treating others with respect, learning our common history, and actively considering views that are different than our own.

Section 11. Plan for Accountability

1) The CITY will dedicate staff to monitor all projects and track progress toward Grant Agreement deliverables. The CITY, as Grantee, will meet with PARTNERS as necessary to develop appropriate work plans to address issues as they arise. The CITY will engage in site visits to visually inspect progress and build out of all projects. The CITY will notify the California Strategic Growth Council if it’s PARTNERS or any Subcontractors are revoked, disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from any applicable TCC project.

Section 12. Non-Performance

1) In accordance with Exhibit A, Part 2, Section 30 of the Grant Agreement, SGC has sole discretion to determine if CITY is performing in accordance with the Grant Agreement, which includes authority to direct CITY to correct actions and enforce compliance. PARTNER shall comply with all CITY instructions and adhere to CITY-provided deadlines so CITY may appropriately address or dispute SGC’s findings under that Section 30.

2) If the PARTNER fails to correct any non-performance to the CITY’s reasonable expectation, the CITY may elect to terminate their agreement with the PARTNER or any part thereof. Such PARTNER may be liable for immediate payment, if applicable, to the CITY of some or all amounts disbursed by the CITY under this Partner Agreement for the individual Funded Project or Transformative Plan as applicable and only if non-performing. The CITY will, at its sole reasonable discretion, examine the extent of the PARTNER's compliance for work partially complete and determine costs eligible for reimbursement. This paragraph will not be deemed to limit any other remedies available to the CITY for breach of this Partner Agreement. Upon termination by the CITY, the PARTNER must deliver all invoices, reports, and other deliverables required by this Partner Agreement up to the time of termination within thirty (30) calendar days of the termination date.

Section 13. Repayment of Funds

1) In accordance with Exhibit A, Part 2, Section 18 of the Grant Agreement, if grant funds are not expended, or have not been expended in accordance with the Grant Agreement; or a real or personal property acquired with grant funds is not being used, or has not been used
in accordance with the Grant Agreement; the CITY has sole discretion to take appropriate action under its agreement with PARTNERS, at law or in equity, Including but limited to:

a) Requiring the PARTNER to forfeit any unexpended portion of the grant funds, including but not limited to any retention withheld from invoices.

b) Requiring the PARTNER to repay any funds improperly expended or obtain permission to pay a substitute partner to complete the project or meet TCC obligations.

Section 14. Availability of Funds

1) In accordance with Exhibit A, Part 2, Section 19 of the Grant Agreement, sufficient funds for the Grant Agreement have been made available. However, the Grant Agreement and thereby this Partner Agreement is subject to any restriction, limitation, or condition enacted by the California Legislature, which may affect provisions, terms, or funding of this contract in any manner.

2) If funding for any fiscal year is reduced or deleted by any Budget Act for the purposes of this program, and SGC chooses to cancel the Grant Agreement with the CITY, the CITY will have the right to cancel this Partner Agreement, with no liability occurring to the CITY, or offer an amendment to this Partner Agreement to reflect the reduced amount.

Section 15. Revenue

1) In accordance with Exhibit A, Part 2; Section 30 of the Grant Agreement, all revenue generated as part of any Funded Project or Transformative Plan must be used to further Stockton Rising to the extent reasonably possible.

Section 16. Disputes

1) In accordance with Exhibit A, Part 2, Section 31 of the Grant Agreement, the CITY and SGC have the sole discretion to determine if an invoice, report, deliverable, or other supporting documentation is sufficient and complete, per the Partner Agreement, the Grant Agreement, the TCC Guidelines, CARB Funding Guidelines, and or any other statutory requirement. All dispute, resolution, and appeal statements must be signed by the signatory to this Partner Agreement.

a) The CITY will notify the applicable PARTNER in writing if deliverables are determined to be insufficient or incomplete, and what is needed to make such submission complete, within fifteen (15) working days of receiving the materials, unless it is SGC who deems the deliverable incomplete, in which case the response could come as late as forty (40) days after submission.

b) The affected PARTNER must respond in writing within ten (10) working days of written Notice with either a) the materials requested by the CITY or SGC, or b) a written statement disputing the CITY's or SGC's findings.

c) The dispute statement must contain a concise description of the dispute, along with supporting documentation.
i) PARTNER and relevant parties must attempt to negotiate a resolution to the dispute.

ii) The CITY will present a dispute resolution within fifteen (15) days of receiving the PARTNERS'S dispute statement unless the dispute is with SGC, in which case it may take the CITY up to forty (40) days to remit a dispute resolution.

d) The affected PARTNER has ten (10) working days to appeal a dispute resolution. The PARTNER must submit a written appeal statement to the CITY. The appeal statement must contain a concise description of the appeal, along with any supporting documentation.

i) The affected PARTNER and relevant parties must attempt to negotiate a resolution to the appealed dispute.

ii) The CITY will respond in writing to the appeal statement within fifteen (15) working days of receiving the PARTNERS'S appeal statement, unless the dispute is with SGC, in which case it may take the CITY up to forty (40) days to remit a dispute resolution.

Section 17. Stop Work Orders for Funded Projects

1) In accordance with Exhibit A, Part 2, Section 32 of the Grant Agreement, the CITY and SGC have the right to issue a Stop Work Order for an individual Funded Project, Transformative Plans, or the entire TCC project and suspend payments to the applicable PARTNER. The CITY and SGC reserve the right to issue a Stop Work Order if there is a breach in the leverage funding commitments that puts components of the TCC project at risk of not being completed.

2) Immediately upon receiving a Stop Work Order written notice, the respective PARTNER must cease all work under the individual project in question. The Stop Work Order will be in effect until resolution is reached or until the project is terminated. The applicable PARTNER may utilize the dispute resolution process outlined in Section 16 of this Partner Agreement to appeal and potentially resolve Stop Work Orders. The appeal process will not suspend the Stop Work Order in effect.

a) The CITY may require remedial steps from the PARTNER.

b) The individual project or the entire TCC project may be terminated by means of an amendment.

c) Any costs incurred after the issuance of a Stop Work Order will not be reimbursed. Costs and expenses for these actions will be borne by the PARTNER. Work may resume only upon written notification from the CITY that the Stop Work Order has ended.

d) In a PARTNER issues a Stop Work Order to any Subcontractors, they must notify the CITY within five (5) working days of issuing the order.

Section 18. Health Impacts

1) In accordance with Exhibit A, Part 2, Section 33 of the Grant Agreement, if the CITY has reasonable concern about the public health impact of a project component, the CITY may
require the respective PARTNER to further study and mitigate the impact as directed by the CITY. Payment provisions notwithstanding, the CITY may request any required study and mitigation to be considered an eligible cost for reimbursement based on the fiscal inability of the entity required to perform the directed work.

Section 19. Termination

1) Pursuant to Exhibit A, Part 2, Section 34 of the Grant Agreement, SGC and the CITY have the right to terminate this Grant Agreement for convenience prior to the end of the grant term upon thirty (30) calendar days of written notice. The written notice must specify the reason for early termination and may permit SGC or the CITY to rectify any deficiency(ies) prior to the termination date.

2) The PARTNERS can request to exit this Partner Agreement prior to the end of the Grant Term by providing written notice to the CITY. The written notice must specify the reason for early termination and allow the CITY to rectify any deficiency(ies). If deficiency(ies) cannot be rectified, the CITY will submit a written request to SGC to amend the PARTNERS to this Partner Agreement and the Grant Agreement. The CITY will only allow a PARTNER to terminate this agreement if the CITY first receives approval from SGC for the amendment. Amendment requests must be submitted in writing to SGC at least sixty (60) days prior to when the amendment will take effect. Amendment requests will not be considered less than three months prior to the Project Completion Period. If SGC rejects the request, the PARTNER may file a dispute pursuant to Exhibit A, Part 2, Section 31 of the Grant Agreement.

3) The CITY may terminate an individual PARTNER and remove it from this Agreement at CITY’s convenience subject to the conditions of the Partner Agreement and Grant Agreement, including the Mandatory Consultation Process, and by mailing a notice in writing to the terminated Partner.

4) Pursuant to Exhibit A, Part 2, Section 34 of the Grant Agreement, upon any termination or a particular PARTNER’s exit:

   a) PARTNER must deliver all invoices, reports, or other deliverables required by this Partner Agreement up to the time of the termination. PARTNERS must deliver all materials within forty-five (45) days of the termination date.

   b) Upon receipt of notice from the CITY for termination, PARTNER(S) shall immediately take action to ensure that neither it nor any Subcontractor(s) incur any additional obligations, costs, or expense, expect as may be reasonable necessary to terminate its activities.

   c) PARTNERS may submit a final request for reimbursement within sixty (60) days of termination. The CITY shall review and seek reimbursement for all PARTNER sums for services actually performed and properly accounted for prior to the effective date of termination. No reimbursement submittals will be processed if received more than sixty (60) days after termination.

   d) The CITY will examine the extent of PARTNER compliance for work partially completed and reasonably determine costs eligible for reimbursement based on final invoices submitted and compliance with this Partner Agreement.
5) Where a particular PARTNER exits or is terminated from this Agreement, this Agreement shall remain in full force and effect by and between CITY and all other PARTNERS.

Section 20. Substitution

1) The CITY may remove and substitute individual PARTNERS to this Partner Agreement with the approval of the Stockton Rising Steering Committee and SGC.

Section 21. Independence / Not an Agent of the State

1) Pursuant to Exhibit A, Part 2, Section 36 of the Grant Agreement, the CITY, its employees, agents, Subcontractors, and PARTNERS, in their performance of the Grant Agreement, must act in an independent capacity and not as officers or employees or agents of the State.

Section 22. No Third-Party Beneficiary

1) The Partner 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 the Partner Agreement.

Section 23. Expatriate Corporations

1) Each PARTNER, in executing this Partner Agreement, hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

Section 24. Corporation Qualified to do Business in California

1) Pursuant to Exhibit A, Part 2, Section 42 of the Grant Agreement, when work under the Grant Agreement is 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.

Section 25. Self-Dealing and Arm's Length Transactions

1) Pursuant to Exhibit A, Part 2, Section 43 of the Grant Agreement, all expenditures for which reimbursement pursuant to the Grant Agreement is sought must be the result of arms-lengths transactions and not the result of, or motivated by, self-dealing on the part of the CITY or PARTNERS or an employee or agent of the CITY or PARTNERS.

Section 26. Drug Free Workplace Certification

1) Pursuant to Exhibit A, Part 2, Section 47 of the Grant Agreement, the CITY and its PARTNERS and Subcontractors certify that they will provide a drug-free workplace to their employees 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 in the organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.

b) Establish a drug-free awareness program to inform employees about:
   i) The dangers of drug abuse in the workplace;
   ii) The organization's policy of maintaining a drug-free workplace;
   iii) Any available counseling, rehabilitation, and employee assistance programs; and,
   iv) Penalties that may be imposed upon employees for drug abuse violations.

c) Every employee who works on the Grant Agreement must:
   i) Receive a copy of the company's drug-free workplace policy statement; and,
   ii) Agreement to abide by the terms of the company's statement as a condition of employment on the Grant Agreement.

Section 27. Environmental Justice

1) Pursuant to Exhibit A, Part 2, Section 49 of the Grant Agreement, in the performance of the Grant Agreement the CITY and its PARTNERS must conduct their 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.

Section 28. Union Organizing

1) Pursuant to Exhibit A, Part 2, Section 50 of the Grant Agreement, by signing this Partner Agreement the CITY and its PARTNERS hereby acknowledge the applicability of Government Code Sections 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Partner Agreement and hereby certify that:

   a) No grant funds disbursed by the Grant Agreement will be used to assist, promote, or deter union organizing by employees performing work under the Grant Agreement.

   b) If the CITY or its PARTNERS make expenditures to assist, promote, or deter union organizing, the CITY or its PARTNERS must maintain records sufficient to show that no state funds were used for those expenditures, and that the CITY or its PARTNERS must provide those records to the Attorney General upon request.

Section 29. Prevailing Wage and Labor Compliance

1) Pursuant to Exhibit A, Part 2, Section 51 of the Grant Agreement, the CITY and its PARTNERS certify they 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.

2) The CITY and its PARTNERS must ensure the following on "public work" activities under the Grant Agreement:

   a) Prevailing wages are paid as required to comply with Section 1720 et seq. of the California Labor Code;

   b) The Budget and Schedule of Deliverables (Exhibit B of Grant Agreement) reflects these prevailing wage requirements when applicable; and

   c) The project complies with all other requirements of prevailing wage law including but not limited to keeping accurate payroll records, and complying with all working hour requirements and apprenticeship obligations.

3) PARTNERS must ensure that their respective Subcontractors, if any, also comply with prevailing wage requirements. The CITY and its PARTNERS must ensure that all agreements to perform work related to the TCC Project contain the above terms regarding payment of prevailing wages on public works projects.

4) The Department of Industrial Relations (DIR) is the primary resource for consultation on the requirements of California prevailing wage law.

5) The CITY, PARTNERS, and Subcontractors can identify the rates for prevailing wage on the DIR website at http://www.dir.ca.gov. The CITY, PARTNERS, and Subcontractors may contact DIR for a list of covered trades and the applicable prevailing wage.

6) If the CITY, PARTNERS, or Subcontractors are unsure whether the TCC Project or individual projects receiving this award is a "public work" as defined in the California Labor Code, it may wish to seek a timely determination from the DIR or an appropriate court.

7) If the CITY, PARTNERS, or Subcontractors have questions about this contractual requirement, recordkeeping, apprenticeship, or other significant requirements of California prevailing wage law, it is recommended they consult DIR and/or a qualified labor attorney before accepting this grant award.

Section 30. Publicity

1) The CITY and its PARTNERS agree to follow the publicity requirements set forth in Exhibit A, Part 2, Section 52 of the Grant Agreement and adhere to the TCC Press Kit provided by SGC.

Section 31. Mutual Cooperation

1) The parties hereto agree they will each cooperate with the other in good faith, and shall provide such information and documentation as is reasonably necessary to fulfill the intent
of this Partner Agreement, and shall diligently respond to inquiries and requests for information from the other party. The parties agree to provide all project-related information and documents as requested by the other party or the State of California, including all TCC-related reporting and documentation.

Section 32. Insurance

1) Pursuant to Exhibit A, Part 2, Section 26 of the Grant Agreement and this Partner Agreement, at its own cost and expense, PARTNERS will procure and maintain or provide evidence of the following types of insurance or self-insurance, if a governmental entity, upon the execution of this Partner Agreement:

   a) Worker's Compensation Insurance in an amount of not less than the statutory requirement of the State of California; and

   b) Commercial general liability insurance in an amount of not less than $1,000,000 per occurrence for bodily injury and property damage combined; and

   c) Motor vehicle liability with limits in an amount not less than $1,000,000 per accident for bodily injury and property damage combined. Such insurance must cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles; and

   d) All PARTNERS utilizing volunteers and working with youth need to provide evidence of any specific additional insurance required or increased limits.

2) Insurance policies must name the State of California, its officers, agents, employees, and servants as additional insured parties for the commercial general liability and automobile liability insurance but only with respect to work performed under the Grant Agreement. The CITY is responsible for guaranteeing that a copy of each Certificate of Insurance is submitted to SGC within sixty (60) calendar days of the Grant Agreement signature. The grant number must be included on each submitted Certificate of Insurance.

3) The CITY may require PARTNERS to procure and maintain or provide evidence of additional types of insurance or self-insurance, if a governmental entity, at the sole discretion of the CITY.

4) The CITY shall make the final determination as to whether the documentation submitted conforms to the requirements of this Partner Agreement and the Grant Agreement.

5) PARTNERS must notify the CITY prior to any insurance policy cancellation or substantial change of policy, including lapse of coverage, change in coverage amount, or change in carrier.

Section 33. Personally Identifiable Information

1) In accordance with Exhibit A, Part 2, Section 28 of the Grant Agreement, information or data, including but not limited to all records and supporting documentation that personally identifies an individual or individuals is confidential in accordance with California Civil Code Section 1798, et seq. and other relevant state or federal statutes. The CITY and its PARTNERS and their Subcontractors agree to ensure that all such information or data that
comes into possession under the Grant Agreement is appropriately safeguarded in perpetuity, and must not release or publish any such information, data, or records.

Section 34. Ownership

1) The CITY and its PARTNERS agree to abide by all of the Ownership requirements outlined in Exhibit A, Part 2, Section 29 of the Grant Agreement and included herein by reference.

Section 35. Effect of the Partner Agreement

1) The parties acknowledge and agree that nothing contained in this Partner Agreement shall be deemed a covenant, promise, or commitment by either the CITY, or any entity or person related to the CITY, to enter into any other agreement on any particular terms or conditions, in furtherance of any of the projects in the TCC Proposal. The PARTNERS further understand and agree that the State of California retains the ultimate discretion to approve or deny TCC funding or reimbursement.

2) This Partner Agreement is the complete and total understanding of the parties with regard to the subject matter hereof. Any changes, modifications, or addendums to this Partner Agreement must be in writing, approved by the CITY and by the PARTNERS, and executed by the CITY and the PARTNERS.

3) Nothing contained in this Partner Agreement shall be construed to require, or have the effect of requiring, the CITY to take any action inconsistent with any applicable law, rule, or regulation which governs the CITY's actions.

Section 36. Binding Upon Successors

1) All provisions of this Partner Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, transferees, and assigns of each of the parties; provided, however, that this section does not waive the prohibition on assignment of this Partner Agreement by either party per Exhibit A to this Partner Agreement.

Section 37. Effect of Legal Judgements

1) Should any covenant, condition, or provision herein contained be held to be invalid by final judgement in any court of competent jurisdiction, the invalidity of such covenant, condition, or provision shall not in any way affect any other covenant, condition, or provision herein contained.

Section 38. Terms that Survive the Grant Agreement

1) The terms identified in Exhibit A, Part 2, Section 55 of the Grant Agreement shall survive the termination or expiration of the Grant Agreement and this Partner Agreement.

Section 39. Notices

1) Any notices to be given pursuant to this Partner Agreement shall be in writing, and all such notices and any other document to be delivered shall be delivered by personal service or by
deposit in the United States mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

City of Stockton: City of Stockton
Attn: City Manager
425 N. El Dorado Street
Stockton, CA 95202

Catholic Charities of the Diocese of Stockton: Catholic Charities of the Diocese of Stockton
Environmental Justice Program
1106 N. El Dorado Street
Stockton, CA 95202

Edible Schoolyard Project: The Edible Schoolyard Project
1517 Shattuck Avenue
Berkeley, CA 94709
Attn: Angela McKee-Brown

Fathers & Families of San Joaquin: Fathers & Families of San Joaquin
P.O. Box 30674
Stockton, CA 95213
Attn: Samuel Nunez

GRID Alternatives North Valley: GRID Alternatives North Valley, Inc.
3860 Morrow Lane, Suite A
Chico, CA 95928
Attn: Rebekah Casey, Deputy Director

Insight Garden Program: Insight Garden Program
C/O NextSpace
2001 Center Street
Berkeley, CA 94704

Little Manila Rising: Little Manila Rising
2154 S. San Joaquin Street
Stockton, CA 95206

PuenteS: P.U.E.N.T.E.S.
4719 Qual Lakes Drive
Ste G, PMG #463
Stockton, CA 95207
Attn: Kenda Templeton

Public Health Advocates: Public Health Advocates
6702 Inglewood Avenue
STE A
Stockton, CA 95207

Rising Sun Center for Opportunity: Rising Sun Center for Opportunity
1116 36th Street
Oakland, CA 94608
San Joaquin Regional Transit District:
421 East Weber Avenue
Stockton, CA 95202
Attn: Gloria Salazar

2) Any party may, from time to time, by written notice to the CITY and any other applicable party, designate a different address, which shall be substituted for the one above specified. Notices, payments, and other documents shall be deemed delivered upon receipt by personal service or upon deposit in the United States mail.

Section 40. Amendments and Modifications

1) Pursuant to Exhibit A, Part 2, Section 9 of the Grant Agreement, any amendments or modifications to this Partner Agreement must be made in writing, and shall be binding only if executed by all parties to this Partner Agreement and approved in writing by the State of California.

Section 41. Merger

1) The parties acknowledge and agree that all prior discussion, negotiations, letters of intent, and any other writings (including the Partner Agreement submitted as part of the Stockton Rising application – Exhibit I) by and between the parties shall be deemed to be superseded and replaced by the terms of this Partner Agreement.
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

ATTEST:

BY [Signature]
ELIZA GARZA
CITY CLERK

CITY OF STOCKTON, a municipal Corporation

BY [Signature]
HARRY BLACK
CITY MANAGER

APPROVED AS TO FORM:
JOHN LUEBBERKE,
CITY ATTORNEY

BY ________________________________
CITY ATTORNEY
Legistar 20-7524

CATHOLIC CHARITIES OF THE
DIOCESE OF STOCKTON, a non-profit Corporation

BY ________________________________
ELVIRA RAMIREZ
EXECUTIVE DIRECTOR

EDIBLE SCHOOLYARD PROJECT, a non-profit Corporation

BY ________________________________
ANGELA MCKEE BROWN
EXECUTIVE DIRECTOR

FATHERS & FAMILIES OF SAN
JOAQUIN, a non-profit Corporation

GRID ALTERNATIVES NORTH
VALLEY, INC, a non-profit Corporation

BY ________________________________
SAMUEL NUNEZ
EXECUTIVE DIRECTOR

BY ________________________________
BOB GRAGSON
EXECUTIVE DIRECTOR
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first
above written.

CITY OF STOCKTON, a municipal
Corporation

ATTEST:

BY ELIZA GARZA
CITY CLERK

BY HARRY BLACK
CITY MANAGER

APPROVED AS TO FORM:
JOHN LUEBBERKE,
CITY ATTORNEY

BY CITY ATTORNEY

CATHOLIC CHARITIES OF THE
DIOCESE OF STOCKTON, a non-profit
Corporation

EDIBLE SCHOOLYARD PROJECT, a
non-profit Corporation

BY ELVIRA RAMIREZ
EXECUTIVE DIRECTOR

BY ANGELA MCKEE BROWN
EXECUTIVE DIRECTOR

FATHERS & FAMILIES OF SAN
JOAQUIN, a non-profit Corporation

GRID ALTERNATIVES NORTH
VALLEY, INC, a non-profit Corporation

BY SAMUEL NUNEZ
EXECUTIVE DIRECTOR

BY BOB GRAGSON
EXECUTIVE DIRECTOR
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

ATTEST:

BY
ELIZA GARZA
CITY CLERK

BY
HARRY BLACK
CITY MANAGER

APPROVED AS TO FORM:
JOHN LUEBBERKE,
CITY ATTORNEY

BY
CITY ATTORNEY

CATHOLIC CHARITIES OF THE
DIOCESE OF STOCKTON, a non-profit
Corporation

BY
ELVIRA RAMIREZ
EXECUTIVE DIRECTOR

EDIBLE SCHOOLYARD PROJECT, a
non-profit Corporation

BY
ANGELA MCKEE BROWN
EXECUTIVE DIRECTOR

FATHERS & FAMILIES OF SAN
JOAQUIN, a non-profit Corporation

BY
SAMUEL NUNEZ
EXECUTIVE DIRECTOR

GRID ALTERNATIVES NORTH
VALLEY, INC, a non-profit Corporation

BY
BOB GRAGSON
EXECUTIVE DIRECTOR
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

ATTEST:

BY ____________________________ BY ____________________________
ELIZA GARZA CITY CLERK          HARRY BLACK CITY MANAGER

APPROVED AS TO FORM:
JOHN LUEBBERKE,
CITY ATTORNEY

BY ____________________________
CITY ATTORNEY

CATHOLIC CHARITIES OF THE
DIOCESE OF STOCKTON, a non-profit
Corporation

BY ____________________________
ELVIRA RAMIREZ EXECUTIVE DIRECTOR

EDIBLE SCHOOLYARD PROJECT, a
non-profit Corporation

BY ____________________________
ANGELA MCKEE BROWN EXECUTIVE DIRECTOR

FATHERS & FAMILIES OF SAN
JOAQUIN, a non-profit Corporation

BY ____________________________
SAMUEL NUNEZ EXECUTIVE DIRECTOR

GRID ALTERNATIVES NORTH
VALLEY, INC, a non-profit Corporation

BY ____________________________
BOB GRAGSON EXECUTIVE DIRECTOR
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

ATTEST:

BY ____________________________
ELIZA GARZA
CITY CLERK

BY ____________________________
HARRY BLACK
CITY MANAGER

APPROVED AS TO FORM:
JOHN LUEBBERKE,
CITY ATTORNEY

BY ____________________________
CITY ATTORNEY

CATHOLIC CHARITIES OF THE
DIOCESE OF STOCKTON, a non-profit
Corporation

BY ____________________________
ELVIRA RAMIREZ
EXECUTIVE DIRECTOR

EDIBLE SCHOOLYARD PROJECT, a
non-profit Corporation

BY ____________________________
ANGELA MCKEE BROWN
EXECUTIVE DIRECTOR

FATHERS & FAMILIES OF SAN
JOAQUIN, a non-profit Corporation

BY ____________________________
SAMUEL NUNEZ
EXECUTIVE DIRECTOR

GRID ALTERNATIVES NORTH
VALLEY, INC, a non-profit Corporation

BY ____________________________
BOB GRAGSON
EXECUTIVE DIRECTOR
INSIGHT GARDEN PROGRAM, a non-profit Corporation

BY KAREN HSUH
ACTING CO-DIRECTOR

LITTLE MANILA FOUNDATION, a non-profit Corporation

BY DILLON DELVO
EXECUTIVE DIRECTOR

PROMOTORES UNIDAS PARA LA EDUCACION NACIONAL TECNOLOGIAS SOSTENIBLES, a non-profit Corporation

PUBLIC HEALTH ADVOCATES, a non-profit Corporation

BY KENDA TEMPLETON
EXECUTIVE DIRECTOR

BY HAROLD GOLDSTEIN, DrPH
EXECUTIVE DIRECTOR

RISING SUN CENTER FOR OPPORTUNITY, a non-profit Corporation

SAN JOAQUIN REGIONAL TRANSIT DISTRICT, a public transit district

BY TRAVERS MCNEICE
CHIEF PROGRAM OFFICER

BY GLORIA G. SALAZAR
CHIEF EXECUTIVE OFFICER

RISING SUN CENTER FOR OPPORTUNITY, a non-profit Corporation

BY JULIA HATTON
PRESIDENT & CHIEF EXECUTIVE OFFICER
INSIGHT GARDEN PROGRAM, a non-profit Corporation

BY
BETH WAITKUS
EXECUTIVE DIRECTOR

LITTLE MANILA FOUNDATION, a non-profit Corporation

BY
DILLON DELVO
EXECUTIVE DIRECTOR

PROMOTORES UNIDAS PARA LA EDUCACION NACIONAL TECNOLOGIAS SOSTENIBLES, a non-profit Corporation

PUBLIC HEALTH ADVOCATES, a non-profit Corporation

BY
KENDA TEMPLETON
EXECUTIVE DIRECTOR

BY
HAROLD GOLSTEIN, DrPH
EXECUTIVE DIRECTOR

RISING SUN CENTER FOR OPPORTUNITY, a non-profit Corporation

SAN JOAQUIN REGIONAL TRANSIT DISTRICT, a public transit district

BY
TRAVERS MCNEICE
CHIEF PROGRAM OFFICER

RISING SUN CENTER FOR OPPORTUNITY, a non-profit Corporation

BY
GLORIA G. SALAZAR
CHIEF EXECUTIVE OFFICER

BY
JULIA HATTON
PRESIDENT & CHIEF EXECUTIVE OFFICER
INSIGHT GARDEN PROGRAM, a non-profit Corporation

BY
BETH WAITKUS
EXECUTIVE DIRECTOR

LITTLE MANILA FOUNDATION, a non-profit Corporation

BY
DILLON DELVO
EXECUTIVE DIRECTOR

PROMOTORES UNIDAS PARA LA EDUCACION NACIONAL TECNOLOGIAS SOSTENIBLES, a non-profit Corporation

BY
KENDA TEMPLETON
EXECUTIVE DIRECTOR

PUBLIC HEALTH ADVOCATES, a non-profit Corporation

BY
HAROLD GOLDSTEIN, DrPH
EXECUTIVE DIRECTOR

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BY

JULIA HATTON
PRESIDENT & CHIEF EXECUTIVE OFFICER
Exhibit A
GENERAL TERMS AND CONDITIONS

These General Terms and Conditions are applicable to each and every Partner:

1. **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in the Grant Agreement and this Partner Agreement (collectively, the “Agreements”), Partner shall, at its sole cost and expense, furnish and maintain all facilities and equipment that may be required for furnishing services pursuant to the Agreements.

2. **Sufficiency of Partner’s Work.** All Partner services, work, and deliverables shall be performed in a good and workmanlike manner with due diligence in accordance with the degree of skill normally exercised by similar providers supplying services and work of a similar nature, and in conformance with applicable laws, codes and professional standards. Partner’s work shall be adequate and sufficient to meet the purposes of the Agreements.

3. **Ownership of Work.** All reports, work product, all other documents completed or partially completed by Partner or its subcontractors, in performance of the Agreements, and if applicable, drawings, designs, and plan review comments shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City, and the Partner and its approved subcontractors agree to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under the Agreements. If any materials are lost, damaged or destroyed before final delivery to the City, the Partner shall replace them at its own expense. Partner and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes other than performance of services under the Agreements and shall not be disclosed to anyone not connected with these services, unless provided for in the Agreements or the City provides prior written consent.

4. **Timeliness.** Time is of the essence in the Agreements. Further, Partner acknowledges that the failure of Partner to comply with the time limits described in the Agreements may result in economic or other losses to the City.

5. **Changes.** Partner understands that it may become desirable or necessary during the term of the Agreements for City to modify the scope of services provided for under the Agreements. Any extension or change in the scope of work shall be discussed between City and Partner and is subject to the provisions of the Agreements. Until an amendment or modification is approved pursuant to the Agreements, City will not be responsible to pay any charges Partner may incur in performing such additional services, and Partner shall not be required to perform any such additional services.
6. **Amendment.** No variation of the terms of this Agreement shall be valid unless an amendment is made in writing and signed by all parties.

7. **Partner's Status.**

    7.1 In performing the obligations set forth in the Agreements, Partner shall have the status of an independent contractor and Partner shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Partner are its agents and employees and are not agents or employees of City. Partner by virtue of the Agreements, has no authority to bind or incur any obligation on behalf of City. Except as expressly provided in the Agreements, Partner has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer or employee of the City is to be considered an employee of the Partner. It is understood by Partner and City that the Agreements shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

    7.2 If in the performance of the Agreements any third persons are employed by Partner, such persons shall be entirely and exclusively under the direction, supervision and control of Partner. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Partner.

    7.3 It is further understood and agreed that Partner must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Partner's assigned personnel under the terms and conditions of the Agreements.

8. **Non-Assignability.** Partner shall not assign, sublet, or transfer this Agreement or any interest or obligation in this Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Partner shall be solely responsible for reimbursing subcontractors.

9. **Indemnity and Hold Harmless.** To the fullest extent permitted by law, Partner shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of Partner or its officers, agents, or employees in rendering services under the Agreements; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.
10. **Conformance to Applicable Laws.** Partner shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Partner shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

11. **Licenses, Certifications and Permits.** Prior to the City's execution of this Agreement and prior to the Partner engaging in any operation or activity set forth in this Agreement, Partner shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Partner covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under the Agreements. Such licenses, certificates and permits shall be maintained in full force and effect during the term of this Agreement.

12. **Conflicts of Interest.** Partner covenants that other than this Agreement, Partner has no financial interest with any official, employee or other representative of the City. Partner and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Partner's services under this Agreement. If such an interest arises, Partner shall immediately notify the City.

13. **Waiver.** In the event either City or Partner at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation. No payment, partial payment, acceptance, or partial acceptance by City shall operate as a waiver on the part of City of any of its rights under this Agreement.

14. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

15. **No Personal Liability.** No official or employee of City shall be personally liable to Partner in the event of any default or breach by the City or for any amount due Partner.

16. **Severability.** If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or city statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. **Non-Discrimination.** During the performance of this Agreement, Partner and
its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Partner and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the City’s nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 USC Section 2000d). http://www.dol.gov/oasam/regs/statutes/titlevi.htm. The City requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

18. **Americans with Disabilities Act.** During the performance of this Agreement, Partner and its officers, employees, agents, representatives or subcontractors shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines pursuant to the ADA (42 U.S.C. 1201 et seq.).

19. **Force Majeure.** Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, shortage of power or other acts or causes unforeseen by City or Partner reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.

20. **Taxes and Charges.** Partner shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of the Partner’s business.

21. **Cumulative Rights.** Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative of all other rights and remedies to which may be legally entitled.

22. **Advice of Attorney.** City and Partner warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.
23. **Heading Not Controlling.** Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

24. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

25. **Authority.** The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.
Exhibit B
REIMBURSEMENT REQUEST PROCESS

The reimbursement request process for all Stockton Rising projects, transformative plans, and activities will be as follows:

1) Prior to starting project-related work, review the TCC Final Guidelines to ensure that all anticipated expenses are eligible.

2) By the date identified for the appropriate Reporting Period (see Attachment D-4 of the Grant Agreement), complete the following and submit a scanned electronic copy to the City Manager’s Office:
   a) TCC Program Bi-Monthly Invoice Detail
      i) Enter the Standard Information:
         (1) Grantee: City of Stockton
         (2) Grant Number: ____________
         (3) Period: [insert the Reporting Period # for the applicable Reporting Period]
         (4) Period Dates: [insert the Reporting Period Dates for the applicable Reporting Period]
         (5) Project #: [insert your Project number]
         (6) Project Name: [insert your Project Name]
         (7) Project Lead: [insert the organizational name of your Project Lead]
      ii) Enter the following project specific information:
         (1) Task and Cost Category: Make sure your task numbers and cost categories are consistent with the detailed Budget and Schedule of Deliverables included in Exhibit B of the Grant Agreement.
         (2) Enter the amount of the expense
         (3) Provide supporting documentation for each expense. Appropriate documentation includes but is not limited to:
            (a) Personnel: time sheets and payroll registers. All time sheets must show the hours spent working on the TCC project specifically. General time allocations will not be allowed for project reporting.
            (b) Subcontractors: Provide a copy of the subcontractor’s contract and an invoice from the subcontractor for the work completed.
(c) Supplies / Materials: Provide a copy of the invoice and/or receipt.

(d) Equipment: Provide an invoice and/or receipt.

(e) Travel: Provide a copy of your organization’s travel reimbursement requisition form, which should include the date of travel, the starting location, the ending location, the total miles traveled, and the reimbursement rate per mile traveled. Pursuant to Exhibit A, Part 2, Section 13 of the Grant Agreement, travel expenses directly related to the performance of this Grant Agreement will be subject to the State of California travel reimbursement rates, in effect, during the term of this Grant Agreement.

(f) Note: Expenses should be incurred, but do not need to have been paid.

(4) Number the pages for all supporting documentation and enter the page number(s) for each supporting document in the appropriate column on the Bi-Monthly Invoice Detail (template located in Attachment D-3 of the Grant Agreement).

(5) On each supporting document, clearly indicate whether the expense is incurred or paid. For paid expenses, please provide receipts, cancelled checks, or a bank statement demonstrating that the expenses have been paid.

(6) Calculate the subtotal for each task.

(7) Calculate the Project Subtotal for that reporting period.

Note: If you have a question(s) about appropriate documentation for expenses please contact the City’s TCC Program Manager.

b) TCC Program Bi-Monthly Progress Report

i) Enter the Standard Information:

(1) Grantee: City of Stockton

(2) Grant Number: ______________

(3) Period: [Insert the Reporting Period # for the applicable Reporting Period]

(4) Period Dates: [Insert the Reporting Period Dates for the applicable Reporting Period]

(5) Authorized Signatory: Enter the name of your authorized signatory. This should be the same person that signed this Partner Agreement or an authorized designee.

(6) Position: Enter the position of your authorized signatory.

(7) Signature: Have your authorized signatory sign the document.
(8) Date: Enter the date on which your authorized signatory signed the report

ii) Enter the following Project Specific Information:

(1) Summarize the work completed during the reporting period.

(2) Project Name: [Insert your Project Name]

(3) Project Lead: [Insert the organizational name of your Project Lead]

(4) Enter the Task & Subtask: Make sure this is consistent with the Schedule of Deliverables included in Exhibit B of the Grant Agreement.

(5) Description of the Work Completed: Please refer to specific deliverables in the Schedule of Deliverables/

(6) Enter the amount of Grant Funds spent on the Task/Subtask

(7) Enter the amount of Leverage Funds spent on the Task/Subtask

(8) All totals should reflect what was in the detailed Budget and Schedule of Deliverables in Exhibit B of the Grant Agreement.

3) The TCC Program Manager will review all Reimbursement Requests within ten (10) business days of their submission and notify PARTNERS of any errors, omissions, or deficiencies in the request. The PARTNER will make any required corrections to the Reimbursement Request forms.

4) The CITY will submit a reimbursement request package to SGC by the due date provided in the Reporting Schedule (Attachment D-4 of the Grant Agreement).

5) SGC will complete their review of the reimbursement request pursuant to the process outlined in Exhibit A, Part 2, Section 14 of the Grant Agreement and remit payment to the CITY.

6) The CITY may remit payment to PARTNERS prior to the receipt of grant funds from SGC when appropriate and to the extent that funding is available.

   a) PARTNERS may request to be reimbursed up to 50% of their respective reimbursement request following the CITY’s receipt of official confirmation from SGC that the reimbursement request package has been approved and is being processed.

      i) PARTNERS must provide written justification and supporting documentation to support their request for earlier payment.

   b) PARTNERS may request to be reimbursed up to 25% or $10,000.00, whichever is lesser, of their respective reimbursement request prior to the CITY’s receipt of official confirmation from SGC that the reimbursement request package has been approved.
i) PARTNERS must provide written justification and supporting documentation to demonstrate a significant financial burden exists warranting payment prior to official confirmation from SGC.

c) The CITY has sole discretion to approve requests for earlier payment, and to what extent PARTNER's may be reimbursed.

d) The CITY commits to review requests for earlier payment within five (5) business days of the request.

e) The CITY reserves the right to withhold payment of grant funds to PARTNERS until receipt of payment from SGC. The CITY commits to use best efforts to remit payment to PARTNERS within ten (10) business days of the receipt of payment from SGC.

a) Per Section 13 of this Partner Agreement, if grant funds are not expended, or have not been expended in accordance with the Grant Agreement; or a real or personal property acquired with grant funds is not being used, or has not been used in accordance with the Grant Agreement; the CITY has sole discretion to take appropriate action under its agreement with PARTNERS, at law or in equity, including but limited to:

i) Requiring the PARTNER to forfeit any unexpended portion of the grant funds, including but not limited to any retention withheld from invoices.

ii) Requiring the PARTNER to repay any funds improperly expended or obtain permission to pay a substitute partner to complete the project or meet TCC obligations.

7) PARTNERS agree to submit to the CITY evidence that all expenses reimbursed in the previous BI-Monthly Invoice have been paid to the appropriate vendors immediately following the receipt of their Grant Funds.
Exhibit C
GRANT AGREEMENT

See the executed final TCC Grant Agreement by and between the City of Stockton and the California Strategic Growth Council.
Exhibit D
PROJECT SPECIFIC INDICATOR TRACKING PLANS

See the final Specific Indicator Tracking Plans included in Attachment D-5 of the Grant Agreement.
Exhibit E
REPORTING SCHEDULE

See the Reporting Schedule included in Attachment D-4 of the Grant Agreement.
Exhibit F
SUSTAINABLE NEIGHBORHOOD PLAN

The Sustainable Neighborhood Plan (October 2019) is to be attached to this agreement.
Exhibit I
PARTNER AGREEMENT INCLUDED IN TCC APPLICATION

The executed final TCC Partner Agreement by and between the City of Stockton and its TCC Implementation Grant Co-Applicants, submitted to the California Strategic Growth Council on March 6, 2020, is to be attached to this agreement.
City of Stockton

Master

File Number: 20-7524

File ID: 20-7524
Version: 1

Type: Consent
Reference:

Status: Agenda Ready
In Control:
Council/Succesor
Agency to the
Redevelopment
Agency/Public
Financing
Authority/Parking
Authority
Concurrent

File Created: 12/07/2020

File Name:

Title: Contract Title: TCC Partner Agreement

Notes:

Sponsors:

Attachments: TCC Partner Agreement, Memo RE TCC Partner Agreement

Contact:

Drafted: Grant.Kirkpatrick@stocktonca.gov

Related Files:

Enactment Date:
Enactment Number:
Hearing Date:
Effective Date:
Approval History

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Notes: Hi Ryan, Grant said you were instrumental in working on this. Didn’t know if you wanted to review it or should I send it to John?

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History of Legislative File

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Text of Legislative File 20-7524

Contract Title: TCC Partner Agreement

Vendor/Other Party: TCC Implementation Grant Co-Applicants

Contract Amount: $N/A

Contract Start Date: Upon TCC Grant Agreement Execution

Contract End Date: September 30, 2024

Term: 3.5 years

City Contract Type (select one):

Original
Amendment
Change Order
Grant
Subdivision Agreement
Other

Council Approval Required? Yes/No (If No, provide account #): N/A

Council approval required for contracts over: $75,000 for Fiscal Year: 2020-2021

Motion/Resolution/Ordinance #: N/A

Must be attached:
No

**Required Documents**
The following documents shall be submitted with the signed contract when required:

- Business License Required? Yes/No
- Business License #: 
- Bonds Required? Yes/No
- Insurance Required? Yes/No
- Notary Required? Yes/No
- Recordation Required? Yes/No

**Mandatory Routing Order**
1 DEPARTMENT: City Manager’s Office
   Department Head Approval: Courtney Christy
   Date: 
   Project Mgr: Grant Kirkpatrick ext: 8452
   Staff: ext: 

**Notes:** The City’s Transformative Climate Communities (TCC) Implementation Grant award requires that the City enter into a Partnership Agreement with its co-applicants ("Partners"). The intent of this agreement is to provide a framework through which the City and its Partners will work collaboratively throughout the execution of the TCC Implementation Grant. The granting agency, the California Strategic Growth Council (SGC), is not a party to this agreement - only the City and its Partners. The agreement includes provisions ranging from governance, transparent decision-making, roles and responsibilities, and processes for removing/replacing Partners.

The TCC Implementation Grant Agreement, which this Partner Agreement is an attachment to, is set to go before City Council for approval on December 15, 2020. Signing this agreement beforehand will allow SGC to put together the final Grant Agreement package before City Council approval, which will support the timely execution of the Grant Agreement before the upcoming holidays. Signing this agreement beforehand does not commit the City to anything, as it does not take effect until the execution of the TCC Grant Agreement, which requires City Council and City Manager approval.

2 **PROCUREMENT**
   Approved by Name/Signature:
   Date:
   Notes:

3 **VENDOR/OTHER PARTY**
   Signed originals on: Various dates
   Notes: Partners have all individually signed and returned a copy of the Partner
Agreement. The signature pages of each Partner have been attached.

4  RISK SERVICES
Insurance approved on: 12/9/20 by: Matt Braley
Bonds approved on: n/a by: 
RM #: 21-300 
Notes:

5  CITY ATTORNEY
Approved as to Form/Content on: 12/9/2020 by: Ryan Meyerhoff 
Notes: Logged into Prolaw, forwarded to Cm on 12/9/20 by lh

6  CITY MANAGER
Signed by City Manager on: 
Notes:

7  CITY CLERK
City Clerk attested on: 12/16/20 by: MKomanee 
Returned PDF to dept. on: 12/16/20 OB #:
Notes:

8  ORIGINATING DEPARTMENT:
Copy of contract to be retained by department. Original on file in the Clerk’s office.
Requisition #.
Copy sent to vendor on: by: 
Copy of contract sent to Purchasing on: by: 
Notes:

9  PROCUREMENT:
Purchase Order #. PUR #.
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Requester: Grant Kielchick
MEMORANDUM

December 8, 2020

TO: Harry Black, City Manager

CC: Courtney Christy, Assistant to the City Manager

FROM: Grant Kirkpatrick, Lead for America Fellow

SUBJECT: TCC Partner Agreement

The City’s Transformative Climate Communities (TCC) Implementation Grant award requires that the City enter into a Partnership Agreement with its co-applicants (“Partners”). The intent of this agreement is to provide a framework through which the City and its Partners will work collaboratively throughout the execution of the TCC Implementation Grant. The granting agency, the California Strategic Growth Council (SGC), is not a party to this agreement – only the City and its Partners. The agreement includes provisions ranging from governance, transparent decision-making, roles and responsibilities, and processes for removing/replacing Partners.

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Grant Kirkpatrick, Lead for America Fellow
Office of the City Manager

[Signature]

December 8, 2020
ADOPT A RESOLUTION TO ACCEPT A TRANSFORMATIVE CLIMATE COMMUNITIES IMPLEMENTATION GRANT AWARD IN THE AMOUNT OF $10,834,490

RECOMMENDATION

It is recommended that the City Council adopt a resolution to:

1. Approve a grant agreement in the amount of $10,834,490 with the California Strategic Growth Council, and;

2. Authorize the City Manager to appropriate grant revenues and expenditures in the amount of $10,834,490; and;

3. Authorize the City Manager to execute and manage sub-agreements with co-applicants in amounts consistent with the Grant Agreement, and;

4. Authorizing the allocation of a grant funded Program Manager III position to the City Manager's Office for the duration of the three-year grant term.

It is also recommend that the City Council authorize the City Manager to take appropriate and necessary actions to carry out the purpose and intent of the resolution.

Summary

The Transformative Climate Communities (TCC) Program, administered by the California Strategic Growth Council (SGC), funds community-led development and infrastructure projects that achieve major environmental, health and economic benefits in California's most disadvantaged communities. TCC empowers the communities most impacted by pollution to choose their own goals, strategies, and projects to enact transformational change – all with data-driven milestones and measurable outcomes. SGC coordinates the activities of State agencies and partners with stakeholders to promote sustainability, economic prosperity, and quality of life for all Californians. The TCC Program is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions (GHG), strengthening the economy, and improving public health and the environment.

On February 4, 2020, the City Council approved a resolution authorizing the City Manager to apply for Round 3 of the Transformative Climate Communities (TCC) Implementation Grant. The application sought one of two $28.2M Implementation Awards available. The resolution also approved the following co-applicants ("Partners") and sub-recipients of grant funding: Catholic Charities of the Diocese of Stockton ("Catholic Charities"), Fathers & Families of San Joaquin ("FFSJ"), Public Health Advocates ("PHA"), PUENTES, Rising Sun Center for Opportunity ("Rising
Sun”), GRID Alternatives North Valley (“GRID Alternatives”), San Joaquin Regional Transit District (“RTD”), Insight Garden Program (“IGP”), Edible Schoolyard Project (“ESYP”), and Little Manila Rising. Finally, the resolution approved the use of funding for the Miner Avenue Complete Streets Project to satisfy the 50% leverage requirement of the grant.

On June 25, 2020, the Strategic Growth Council approved a recommendation to award Stockton a partial TCC Round 3 Implementation Grant in the amount of $10,834,490. Adoption of this resolution will result in the acceptance of a Transformative Climate Communities (TCC) Implementation Grant Award in the amount of $10,834,490 via the execution of a grant agreement between the City and SGC (Attachment A). The grant agreement includes a detailed budget and schedule of deliverables, and an abridged table is provided below to display the high-level allocation of grant funds:

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Staff is seeking City Council’s authorization to accept a TCC Implementation Grant in the amount of $10,834,490 to be used consistent with the terms of the Grant Agreement, as well as carry out other associated administrative tasks. As the Grantee, the City will be responsible for the oversight of all implementation efforts. The Grant Administration budget will support three positions in the City Manager’s Office for the duration of the program: one Program Manager III and two Lead for America (LFA) Fellows. LFA’s flagship program is its fellowship, which is a paid 2-year placement in a local
government, non-profit, or community-based organization; the City Manager’s Office is currently hosting an LFA Fellow. Funding from the Grant Administration budget will support a contract with LFA to provide the fellows. These positions will ensure the City meets its obligations, such as the timely submission of all invoices and reports to SGC.

DISCUSSION

Background

The TCC Program was established by Assembly Bill (AB) 2722 to, "...fund the development and implementation of neighborhood-level transformative climate community plans that include multiple, coordinated greenhouse gas emissions reduction projects that provide local economic, environmental, and health benefits to disadvantaged communities." The TCC Program carries out this mission through Planning and Implementation Grants.

The City’s involvement with the TCC Program began when Council approved an application for a TCC Planning Grant and received $170,000 in August 2018 (Resolution 2018-08-21-1111). Planning Grant activities were subsequently carried out from October 2018 to October 2019. Results of those activities, such as the development of the Sustainable Neighborhood Plan (SNP), sought to directly capture the perspectives of residents and translate them into actionable strategies, such as reducing the cost of utilities through renewable energy sources. The SNP offers seven ‘Community Priorities’, each containing a myriad of projects and activities to achieve the overall vision of the community. Planning Grant activities also built a foundation of community engagement specific to climate change initiatives, which has been critical to TCC Implementation Grant efforts as well as other opportunities. The City’s TCC Planning Grant prepared it to move forward with a competitive Implementation Grant application, rooted in the communities it seeks to benefit.

Following the conclusion of Planning Grant activities, City staff worked with a coalition of Partners and stakeholders to develop an application for a TCC Round 3 Implementation Grant in the amount of $28.2M. The City’s TCC Implementation Grant application entitled: Stockton Rising is comprised of projects that were selected and developed to meet the needs of residents from the Project Area (Attachment B) as articulated in the Sustainable Neighborhood Plan. These projects also seek to fulfill the objectives of several City strategic plans, such as the Climate Action Plan and 2040 General Plan.

Present Situation

On June 25th, 2020, the Strategic Growth Council approved its staff recommendation to award Stockton Rising a $10,834,490 Implementation Grant. The City received a partial award because it essentially tied another applicant for 2nd place. Since then, City staff and partners have reconfigured Stockton Rising to fit the scope of the partial award. City staff, with the buy-in of all its TCC Partners, have finalized the grant agreement between the City and SGC. The City and Partners are ready to begin project implementation by February 2021. City staff are seeking Council’s authorization to execute the grant agreement, and sub agreements consistent with the grant agreement, as well as the authority to carry out related administrative tasks.

Stockton Rising consists of two interconnected components: projects and transformative plans.
Projects

The City and partners selected five (5) TCC Strategies, based largely on the Sustainable Neighborhood Plan: Transit Access and Mobility, Solar Installation and Energy Efficiency, Water Efficiency, Urban Greening, and Health and Well-Being. From these strategies, the City and partners propose seven (7) projects:

Miner Avenue Complete Street Improvements - $1,500,000

The Miner Avenue Complete Street project will rehabilitate Miner Avenue from Center Street to Aurora Street by narrowing the roadway from four lanes to two lanes, adding Class II bike lanes, modifications of street-side parking, and installing pedestrian and bike amenities. Design and construction of the project is included in the Capital Improvement Plan, with a mix of federal, state, and local funding - TCC funds are augmenting the project, bringing the total budget to $19,308,920. Existing funds fulfill the TCC Implementation Grant leverage funding threshold of $5,417,245. The project will install medians and landscaping between Center Street and Aurora Street, install signal modifications, and replace sidewalks, curbs, and gutters.

Climate Careers Energy & Climate Careers Water (2 Projects) - $2,500,000

The Rising Sun Center for Opportunity is proposing the Climate Careers projects, which will hire 56 seasonal positions - primarily local youth ages 15-22 who live in the city - to install residential energy- and water-saving devices and provide energy and water efficiency resources and education to residents. Rising Sun will serve approximately 812 residences throughout the Project Area. These projects will address the need for reduced utilities cost and promote workforce development and climate resiliency.

Stockton Energy for All: Single and Multi-Family (2 Projects) - $2,069,282

GRID Alternatives will offer solar installation and energy services for single-family income-qualified households, multi-family affordable housing developments, and nonprofit organizations. GRID Alternatives will serve approximately 108 single-family, low-income households and 4 multi-family, low-income sites. Additionally, GRID offers an industry-vetted solar installation workforce development program, which will train 16 residents in the Installation Basics Training 200 with hands-on solar installation and job readiness training components.

Urban Forest Renovation Project - $1,835,000

The Public Works Department will implement an Urban Forest Renovation Project to rejuvenate the urban tree canopy within the Project Area. Expanding the urban forest will reduce the temperature of the Project Area, thereby reducing the cost of utilities for residents and improving the quality of life. This project will support the planting of 1,750 new trees and provide a two-year operating budget to trim and maintain the newly planted trees within the Project Area.

Edible Education at Home - $400,000

The Edible Schoolyard Project (ESP) seeks to transform schools into places where children learn about and eat locally sourced organic foods. Safe access to healthy, organic, community supported
agriculture (CSA) boxes and edible education learning experiences facilitated by ESP educators will be provided to the community and students of Taylor Leadership Academy. TCC grant funding will provide at least 50 families weekly access to fresh fruits and vegetables for 30 months, resulting in 6,520 boxes distributed to families and over 100 lessons taught over the life of the grant.

Transformative Plans

TCC's Transformative Elements provide a critical framework for enshrining equity, facilitating community-led transformation, and delivering multiple, integrated benefits to communities. TCC elevates community ownership by requiring that projects demonstrate significant community engagement leading up to the proposal and continuing into implementation, ensuring that projects are derived from resident-identified needs, assets, and visions. TCC also recognizes that we need to invest in the economic prosperity of disadvantaged neighborhoods, while ensuring that no residents are displaced because of the improvements. As such, the Transformative Elements require communities to develop economic development and anti-displacement plans to create local jobs, training pipelines and adopt policies to avoid the displacement of residents and small businesses.

Community Engagement Plan (CEP) - $866,759

There are four main strategies that make up the Community Engagement Plan (CEP): coordination and alignment, resident capacity building, education campaigns, and communication. The Community Engagement Working Team (CEWT) is made up of CEP Partners and resident representatives. They ensure the CEP is effectively executed. The Community Coalition is open to all and serves as a feedback loop, giving project area residents a space to develop relationships with each other. A group of 10 residents called "Community Liaisons" will work with Public Health Advocates (PHAdvocates) to become experts on Stockton's TCC Implementation Grant. Simultaneously, a Youth Engagement project, led by Little Manila Rising, will develop 55 youth leaders to become climate resiliency experts. All partners involved in the CEWT will assist with resident outreach and planning two community wide events. The Block Party will celebrate with, outreach to, and recruit community residents. The Annual Summit will share out project data and the effectiveness of adaptive governance. Due to the restrictions imposed by the COVID-19 pandemic these events may need to be hosted virtually, which the City and Partners are prepared to do. For communication, PHAdvocates and the TCC Program Manager will post regular social media updates and, CEWT partners will create a PhotoVoice for annual share out, and Success Story Video series for publicity.

Workforce Development & Economic Opportunities Plan (WDEOP) - $541,724

The Workforce Development and Economic Opportunities Plan (WDEOP) recognizes that building new economic power belongs in the hands of those who have disproportionately experienced living in highly pollution burdened communities. The WDEOP commits that jobs created within the TCC Project Area will be primarily directed toward Project Area residents, ensuring that those communities have access to training commensurate with those jobs' requirements.

In coordination with the TCC funded projects, the WDEOP will create high-quality jobs and develop training programs focused on the specific needs of Project Area residents. These include a summer youth program that feeds into a pre-apprenticeship trades program, a bus maintenance mechanic apprenticeship program, solar installation training, and a vocational gardening and landscaping
training program for incarcerated individuals preparing to reenter the workforce. These programs will expand economic opportunity and workforce access - whether through new career training pathways or exposing communities to the hands-on skill development necessary for high-quality jobs to take root in the Project Area. Over three years, the WDEOP should result in around 86 trained individuals.

Displacement Avoidance Plan (DAP) - $100,000 (Leverage Funds, not Grant Funds)

The City and Partners developed a Displacement Avoidance Plan for Stockton Rising; however, SGC staff are requiring additional development of the plan during the first two quarters of the grant term. SGC staff are requiring that the City conduct additional community engagement and research into housing and small business displacement within the Project Area. City staff intend to leverage a forthcoming $100,000 technical assistance grant from SGC to hire a consultant with expertise in displacement avoidance. City staff will return to Council with a separate grant agreement for this purpose by the first quarter of 2020.

Indicator Tracking Plan (IT) - $541,725

A critical component of the TCC program is a robust Indicator Tracking Plan. Every aspect of Stockton Rising must be measured and assessed to ensure the conceptualized benefits are actualized through this large-scale investment. To that end, SGC required the City to set aside approximately $325,000 to fund an Evaluation Technical Assistance Provider. The City was provided a list of five pre-qualified providers to select from to carry out this work. The City invited all five providers to participate in a selection process, which consisted of both written submissions and virtual interviews. While the City has identified a desired Evaluation Provider through the selection process, they will not be incorporated into the Partner Agreement until after it has been executed. The remaining $216,000 allocated to this plan is to reimburse the City and Partners for the activities and work related to the Indicator Tracking Plan.

FINANCIAL SUMMARY

The City and its Partners will pay for project related expenses in full and then submit documentation for reimbursement through this grant. There will be no impact to the General Fund, all related costs will be supported by the grant funding. Grant Match funding of $17,808,920 is coming from the Miner Avenue Complete Street Improvements project (PW 1732) and was already approved by Council in June (Resolution 2020-06-23-1108-01). In addition to the City match, the City’s Partners are leveraging another $2.6 million toward the grant-funded activities.

The following appropriations are necessary to authorize the Transformative Climate Communities Implementation Grant revenue and expenditures:

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Attachment A - TCC Implementation Grant Agreement
Attachment B - Project Area Map

City of Stockton

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Printed on 12/8/2020
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