CITY OF STOCKTON
STANDARD 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 Date

Samuel Nunez, Executive Director
Printed Name and Title of Person Signing
P.O. Box 30674, Stockton, CA 95213
Address

CITY OF STOCKTON

Harry Block, City Manager Date

ATTEST:

Eliza Garza, City Clerk

APPROVED AS TO FORM:

John M. Luebbenke, City Attorney

BY:

(Rev. 10.30.18)

Say it again
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, icalimlim@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-Appropriation. 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><strong>TOTAL PRICE</strong></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
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**

**Form W-9**

**Date:** 1/26/21

---

1. **Name:** (as shown on your income tax return. Name is required on this line; do not leave this line blank.)
2. **Business name/disregarded entity name, if different from above:**

   **Fathers & Families of San Joaquin**

3. **Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes:**
   - Individual/sole proprietor or single-member LLC
   - C Corporation
   - S Corporation
   - Partnership
   - Trust/estate
   - Limited liability company. Enter the tax classification (C= C corporation, S= S corporation, P= Partnership):

   **Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

   **Other (see instructions):** Nonprofit Corporation

4. **Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):**
   - Exempt payee code (if any)
   - Exemption from FATCA reporting code (if any)

5. **Address (number, street, and apt. or suite no.) See instructions:**

   PO Box 30674

   Stockton, CA 95213

6. **City, state, and ZIP code:**

   Stockton, CA 95213

7. **List account number(s) here (optional):**

---

**Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

---

**Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
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 notified by the IRS that you are 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, acquisition 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 sign the certification, but you must provide your correct TIN. See the instructions for Part I, later.

---

**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, such as 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) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1089-E (student loan interest), 1096-T (tuition)
- Form 1099-C (canceled debt)
- Form 1098-A (acquisition or abandonment of secured property)

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 CONFFERS 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

CONTACT
NAME: Mike Esparza
PHONE: (916) 784-9070
EMAIL: michael@all-calinsurance.com

INSURER(S) AFFORDING COVERAGE
INSURER A: Nonprofits' Insurance Alliance of California
NAIC #: 011645

INURED
Fathers & Families Of San Joaquin
P.O. Box 30674
Stockton, CA 95213

COVERAGES
CERTIFICATE NUMBER: CL2041408244

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.

INSTRUMENT TYPE OF INSURANCE AMOUNT INSEDI WDD POLICY NUMBER POLICY EXP DATE (MM/DD/YYYY) LIMITS

A COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR 2020-22687NPO 04/01/2020 04/01/2021 EACH OCCURRENCE $1,000,000

X Liquor Liability Coverage $1,000,000 / 1,000,000

GENL AGGREGATE LIMIT APPLIES PER:

POLICY PROJ-LOC OTHER No Deductible

A AUTOMOBILE LIABILITY

ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY

2020-22687NPO 04/01/2020 04/01/2021 COMBINED SINGLE LIMIT $1,000,000

BODILY INJURY (Per person) $500,000

BODILY INJURY (Per accident) $500,000

PROPERTY DAMAGE (Per accident) $500,000

Comp & Coll Deductible $500

UMBRELLA LIABILITY OCCUR CLAIMS-MADE

EXCESS LIABILITY OCCUR CLAIMS-MADE

DED RETENTION $500

WORKERS COMPENSATION AND EMPLOYERS LIABILITY

Y N

INSURED "IN

N/A

DESCRIPTION OF OPERATIONS BELOW

A Employee Dishonesty

Forgery & Alteration

2020-22687PROP 04/01/2020 04/01/2021 Limit $200,000

Limit $200,000

Deductible $500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE IS PROVIDED ONLY AS EVIDENCE OF COVERAGE.

CERTIFICATE HOLDER

INFORMATION ONLY

CANCELLATION

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 Esparza - President

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2015/03) The ACORD name and logo are registered marks of ACORD
CITY OF STOCKTON
BUSINESS LICENSE TAX CERTIFICATE

BUSINESS LICENSE TAX ACCOUNT NUMBER: 21-00115721
CONTROL NUMBER (0099890)

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

BUSINESS ADDRESS:
338 E MARKET ST
STOCKTON CA 95202

EXPIRATION DATE:
October 31, 2021

BUSINESS LICENSE CLASSIFICATION: NON-PROFIT

BUSINESS DESCRIPTION: YOUNG, YOUTH PARENT & COMMUNITY 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 A 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 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

(For Clerk's Use)

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

**CONTRACT INFORMATION**
- Contract Amount: $814,213.25
- 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

**Motion/Resolution/Ordinance No.:** 2020-12-15-1402

**REQUIRES DOCUMENTS (The following documents shall be submitted with the signed contract when required):**
- Business License Required? Yes
- Business License No.: 21-00115721
- Bonds Required? Yes
- Insurance Required? Yes
- Notary Required? Yes

**Mandatory Routing Order**

**1. DEPARTMENT:** City Manager's Office

**DEPARTMENT HEAD APPROVAL**
- Courtney Christy
- Date: 1/26/21

**Project Mgr:** Grant Kirkpatrick
- Ext: 8452
- Staff:
- Forwarded to: 

**2. PROCUREMENT**
- Approved ( ) Name/Signature: 
- Forwarded to: 

**3. VENDOR/OTHER PARTY**
- Signed ( ) originals on: 
- Forwarded to: 

**4. RISK SERVICES**
- Insurance on: 1/27/21
- Bonds approved on: 1/28/21
- Forwarded to: 

**5. CITY ATTORNEY**
- Approved as to Form and Content on: 2/2/21
- Forwarded to: 

**6. CITY MANAGER**
- Signed by City Manager on: 
- Forwarded to: 

**7. CITY CLERK**
- City Clerk attested on: 2/4/21
- Returned ( ) original(s) to dept. on: 2/4/21
- Retained ( ) original(s) for City's file. Hard Copy on file? Yes No

**8. ORIGINATING DEPARTMENT:**
- Requisition No. 
- Original sent to vendor on: 
- Copy of contract to be retained by department. Original on file in Clerk's office.
- Copy of contract sent to Purchasing on: 

**9. 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).

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 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]
M. D. Tubbs
Mayor of the City of Stockton

ATTEST:

[Signature]
Eliza R. Garza
City Clerk of the City of Stockton
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:
# TABLE OF CONTENTS

**PARTNER AGREEMENT** ............................................................................................................... 1

**TABLE OF CONTENTS** ................................................................................................................. 3

**TERMS AND CONDITIONS** ........................................................................................................... 5

Section 1. Definitions ......................................................................................................................... 5

Section 2. Incorporation of TCC Guidelines and the Grant Agreement Requirements ............ 6

Section 3. Complete Agreement ........................................................................................................ 6

Section 4. Term .................................................................................................................................... 7

Section 5. The City of Stockton ......................................................................................................... 7

Section 6. Partners ............................................................................................................................... 9

Section 7. Project Partners .................................................................................................................. 10

Section 8. Evaluation Partner ............................................................................................................ 16

Section 9. Collaborative Stakeholder Structure ............................................................................... 17

Section 10. Principles for Equitable and Sustainable Governance ............................................... 28

Section 11. Plan for Accountability .................................................................................................... 29

Section 12. Non-Performance ............................................................................................................ 29

Section 13. Repayment of Funds ....................................................................................................... 29

Section 14. Availability of Funds ........................................................................................................ 30

Section 15. Revenue ............................................................................................................................. 30

Section 16. Disputes ........................................................................................................................... 30

Section 17. Stop Work Orders for Funded Projects .......................................................................... 31

Section 18. Health Impacts ................................................................................................................. 31

Section 19. Termination ....................................................................................................................... 32

Section 20. Substitution ....................................................................................................................... 33

Section 21. Independence / Not an Agent of the State ................................................................... 33

Section 22. No Third-Party Beneficiary ........................................................................................... 33

Section 23. Expatriate Corporations .................................................................................................... 33

Section 24. Corporation Qualified to do Business in California ....................................................... 33

Section 25. Self-Dealing and Arm's Length Transactions .................................................................. 33

Section 26. Drug Free Workplace Certification ............................................................................... 33

Section 27. Environmental Justice ..................................................................................................... 34

Section 28. Union Organizing ............................................................................................................. 34

Section 29. Prevailing Wage and Labor Compliance ...................................................................... 34

Section 30. Publicity ............................................................................................................................ 35

Section 31. Mutual Cooperation ......................................................................................................... 35

Section 32. Insurance .......................................................................................................................... 36
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
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 hereto.

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) Bimonthly 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) Bimonthly 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 related 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) Members 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) Stribley 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 no objections 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>
</tr>
</tbody>
</table>

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 PARTNER’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 PARTNER’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, except 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.

32
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) PARNTERS 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  
2081 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

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 ELIZA GARZA
CITY CLERK

BY CITY OF STOCKTON, a municipal Corporation

BY 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

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 LUEBERKE,
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:

CITY OF STOCKTON, a municipal
Corporation

BY
ELIZA GARZA
CITY CLERK

BY
HARRY BLACK
CITY MANAGER

APPROVED AS TO FORM:
JOHN LUEBERKE,
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.

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

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

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
INSIGHT GARDEN PROGRAM, a non-profit Corporation

BY KAREN HSUEH
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

BY _______________________
KENDA TEMPLETON
EXECUTIVE DIRECTOR

PUBLIC HEALTH ADVOCATES, a non-profit Corporation

BY _______________________
HAROLD GOLDSTEIN, DrPH
EXECUTIVE DIRECTOR

RISING SUN CENTER FOR OPPORTUNITY, a non-profit Corporation

BY _______________________
TRAVERS MCNEICE
CHIEF PROGRAM OFFICER

SAN JOAQUIN REGIONAL TRANSIT DISTRICT, a public transit district

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

BY
KENDA TEMPLTON
EXECUTIVE DIRECTOR

PUBLIC HEALTH ADVOCATES, a non-profit Corporation

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

BY
KENDA TEMPLETON
EXECUTIVE DIRECTOR

PUBLIC HEALTH ADVOCATES, a non-profit Corporation

BY
HAROLD GOLDSTEIN, DrPH
EXECUTIVE DIRECTOR

RISING SUN CENTER FOR OPPORTUNITY, a non-profit Corporation

BY
TRAVERS MCNEICE
CHIEF PROGRAM OFFICER

SAN JOAQUIN REGIONAL TRANSIT DISTRICT, a public transit district

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

BY
KENDA TEMPLETON
EXECUTIVE DIRECTOR

PUBLIC HEALTH ADVOCATES, a non-profit Corporation

BY
HAROLD GOLDSTEIN, DrPH
EXECUTIVE DIRECTOR

RISING SUN CENTER FOR OPPORTUNITY, a non-profit Corporation

BY
TRAVERS MCNEICE
CHIEF PROGRAM OFFICER

SAN JOAQUIN REGIONAL TRANSIT DISTRICT, a public transit district

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

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

BY
KENDA TEMPLETON
EXECUTIVE DIRECTOR

RISING SUN CENTER FOR OPPORTUNITY, a non-profit Corporation

BY
TRAVERS MCNEICE
CHIEF PROGRAM OFFICER

LITTLE MANILA FOUNDATION, a non-profit Corporation

BY
DILLON DELVO
EXECUTIVE DIRECTOR

PUBLIC HEALTH ADVOCATES, a non-profit Corporation

BY
HAROLD GOLDSTEIN, DrPH
EXECUTIVE DIRECTOR

SAN JOAQUIN REGIONAL TRANSIT DISTRICT, a public transit district

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

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

BY
KENDA TEMPLETON
EXECUTIVE DIRECTOR

RISING SUN CENTER FOR OPPORTUNITY, a non-profit Corporation

BY
TRAVERS MCNEICE
CHIEF PROGRAM OFFICER

RISING SUN CENTER FOR OPPORTUNITY, a non-profit Corporation

LITTLE MANILA FOUNDATION, a non-profit Corporation

BY
DILLON DELVO
EXECUTIVE DIRECTOR

PUBLIC HEALTH ADVOCATES, a non-profit Corporation

BY
HAROLD GOLDSTEIN, DrPH
EXECUTIVE DIRECTOR

SAN JOAQUIN REGIONAL TRANSIT DISTRICT, a public transit district

BY
GLORIA G. SALAZAR
CHIEF EXECUTIVE OFFICER

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](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.
THE SUSTAINABLE NEIGHBORHOOD PLAN
Mural by local artist: Kia Duras, this work served as inspiration for the Rise Stockton logo.
TCC PLANNING GRANT PARTNERS

California Department of Conservation
Land Resource Protection

CALIFORNIA STRATEGIC GROWTH COUNCIL

Catholic Charities of the Diocese of Stockton
Help for Today...Hope for Tomorrow

FATHERS & FAMILIES OF SAN JOAQUIN

PUBLIC HEALTH ADVOCATES
EVERYONE HAS THE RIGHT TO BE HEALTHY

RISING SUN CENTER FOR OPPORTUNITY

STAND

CITY OF STOCKTON

THIRD CITY COALITION
## FIGURES

<table>
<thead>
<tr>
<th>Figure</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.12</td>
<td>TCC Goals</td>
<td>7</td>
</tr>
<tr>
<td>2.</td>
<td>TCC Timeline</td>
<td>11</td>
</tr>
<tr>
<td>3.</td>
<td>TCC Planning Area Guidelines</td>
<td>14</td>
</tr>
<tr>
<td>4.</td>
<td>Redlining + CalEnviroScreen 3.0</td>
<td>18</td>
</tr>
<tr>
<td>5.</td>
<td>Methods of Engagement</td>
<td>20</td>
</tr>
<tr>
<td>6.</td>
<td>Top 7 Community Priorities</td>
<td>24</td>
</tr>
<tr>
<td>7.</td>
<td>Community Goals, Projects, + Priorities</td>
<td>25</td>
</tr>
<tr>
<td>8.</td>
<td>SNP + Climate Action Plan</td>
<td>39</td>
</tr>
<tr>
<td>9.</td>
<td>SNP + 2040 General Plan</td>
<td>40</td>
</tr>
</tbody>
</table>
1. INTRODUCTION
SUSTAINABLE NEIGHBORHOOD PLAN
OVERVIEW

In January 2018, the City of Stockton was awarded a $170,000 Transformative Climate Communities (TCC) Planning Grant by the California Strategic Growth Council to support planning activities in the Downtown and South Stockton region (Appendix A). To mobilize this grant Mayor Tubbs’ Office, community partners, and the neighborhood residents created Rise Stockton to carry out this work. This Sustainable Neighborhood Plan (SNP) is a framework for sustainable development in Central and South Stockton. It seeks to translate community concerns and recommendations into shovel-ready projects and policy proposals.

By prioritizing the input and recommendations of vulnerable populations on the frontlines of climate change, Rise Stockton is crafting a roadmap for the development of equitable, healthy, and livable neighborhoods in our city. Stockton is ripe with opportunities for green development, such as redesigning the public transit system with a new fleet of affordable electric buses for residents. This report contains the collective priorities of nearly 2,000 community members based on seven months of outreach in Central and South Stockton neighborhoods.

Policies and projects are centered around the following TCC program goals\(^ {2, 3, 4, 5}\), in no particular order, some of which can be achieved in tandem or as single projects:

1. Increasing the availability of affordable housing
2. Promoting water conservation
3. Improving transportation
4. Protecting natural resources and agricultural lands
5. Promoting public health and equity
6. Revitalizing community and urban centers
7. Strengthening the economy
8. Improving air and water quality
9. Encouraging greater infill and compact development
10. Assisting state and local entities in the planning of sustainable communities and meeting AB 32 goals
11. Advancing the priorities developed in Safeguarding California, the State’s climate adaptation strategy
12. Advancing the goals of the City of Stockton’s Climate Action Plan

Figure 1.
The City of Stockton was one of several cities whose work was funded through the Strategic Growth Council’s TCC Planning Grant. Successful pilot initiatives in Pomona, Oakland, Los Angeles, and Fresno helped earn the California Environmental Protection Agency (CalEPA) Environmental Justice Task Force permanent funding through the 2016 Budget Act. To receive implementation grant funding, the projects and priorities identified through a structured community engagement process must fit under the scope of the California Climate Investments (CCI) Plan. CCI’s Plan is a statewide initiative that is investing billions of Cap-and-Trade dollars to reduce greenhouse gas emissions, strengthen the economy, and improve public health and the environment in disadvantaged communities.

The elements of our Sustainable Neighborhood Plan include a detailed description of the project location and boundaries, which provides insight on why the area was selected. A historical context section shares a brief history of South Stockton, explaining how it has evolved in a way that caused specific communities to become disadvantaged.

The “Methodology” section explains how the TCC grant team engaged the community through focused conversations with residents, businesses, landowners and other stakeholders, online surveys, and canvassing neighborhoods. The “Sustainable Neighborhood Plan” section conveys comprehensive descriptions of the proposed community priorities, the majority of which fall within the CCI model. That section also outlines the various ways projects align with existing City goals, plans and policies, and lists key partnerships and funding opportunities. Finally, the conclusion section contains three recommended areas of action for local government and private sector investors to focus on for future planning, projects, and programming.

Although the project is scoped for the community priorities to be funded through the CCI model, the SNP also details alternative funding opportunities.
for sustainable development priorities in South Stockton. These opportunities either did not fit into the CCI model or, due to the limits of time and resources, Rise Stockton was unable to fully identify them. Interdepartmental cooperation in seeking grants will be crucial for longer-term sustainable expansion. For instance, one example is to integrate affordable housing with public transit developments and to craft affordable, energy-efficient connections between homes, workplaces, and grocery stores. The section, “Relationship of SNP to other Plans, Programs and Documents,” also shows how these projects align with General Plan requirements and goals outlined in the City’s Climate Action Plan (CAP).

This plan should be received as a framework for building long-term environmental, economic, and social progress through a series of development recommendations in neighborhoods that have been disinvested in for over a century. By the United Nations’ definition, sustainability involves meeting the needs of the present without compromising our ability to meet the needs of future generations. It requires that we name the leading causes of air and water pollution, and strategize to make an enormous economic shift that will benefit all of Stockton’s inhabitants. It calls us to strike a compromise between competing priorities and our values as they relate to sustainable land, energy, and water use. While global in scope, these initiatives start at the local level. And here, given the holistic nature of these challenges, we believe it’s useful to align our projects with the strategies used in the UN 17 Sustainable Development Goals. They recognize that ending poverty must go hand-in-hand with efforts to improve health and education, reduce inequality, and spur economic growth while addressing climate change. While global in scope, these initiatives start on a local level.
**2018 NOVEMBER**

Initial Planning and Grant Administration.

**DECEMBER**

Rise Stockton partners: Public Health Advocates (PHA), Fathers and Families of San Joaquin (FFSJ), and Catholic Charities Diocese of Stockton (CCS) conducted small meetings talking about TCC and climate change effects in South Stockton.

**2019 JANUARY**

CCS & FFSJ hosted a SB 1000 workshop on general plans: safety and environmental justice. 40 people were in attendance.

**FEBRUARY**

**MARCH**

APR 08: Climate Leadership Forum (CLF) Orientation and Kick-off
APR 16: CLF Session 2: Why Trees Matter
APR 22: CLF Session 3: Environmental Justice

**APRIL**

MAY 13: CLF Session 4: Environmental Justice

**MAY**

**JUNE**

JUN 03: CLF Session 5: Energy and Water Efficiency
JUN 10: CLF Session 2: Health and Environment
JUN 17: CLF Session 3: Food Justice

**JULY**

**AUGUST**

**SEPTEMBER**

**OCTOBER**

Final reports and presentations to Stockton City Council.

---

**Task 1:** Initial Kick-off/Outreach, Branding Session, Canvassing/Housecalls, FFSJ/Seeds in Concrete workshop.

**Task 2:** Continued Engagement, Community Priorities

**Task 3:** Present Findings

**Task 4:** SNP, Initial Draft

**Task 5:** SNP, Second Draft

**Task 6:** SNP, Final Plan + Presentation

**Task 7:** Leadership Development Forum

**Task 8:** Tree Census

Figure 2.
Assessing the

Stockton's Environmental Burden

10,000 residents face greater environmental
health risks than 95 percent of the rest of
California.

PLANNING AREA AND
BOUNDARIES
FINDING THE COMMUNITY

The Sustainable Neighborhood Plan focuses on South Stockton (Fig. 3) because of historic disinvestment that has produced ongoing, unequal outcomes with regard to health, the environment, and the local economy. Currently, residents in the Planning Area — primarily of Latinx, African American, and Asian descent — live in census tracts that fall within the top 5% to 25% of environmentally burdened communities, according to CalEnviroScreen (CES) 3.0 (Fig. 4). The area also experiences one of the highest scores — 98 — in the CES 3.0 Unemployment Indicator. Census tracts within the Planning Area are also defined as "low income communities." In these tracts, the household median income stands at or below 80 percent of the statewide median income. (In 2017, California’s median household income was $82,009 — 80% of which would be $65,607.)

The Planning Area is comprised of everything within the city limits from Harding Way down to Arch Airport Road. Harding Way serves as the northernmost boundary because it has historically been a dividing line which people of color could not cross north of in Stockton. The area includes the resource-rich Downtown neighborhood — which has ample opportunities to enact climate-conscious, equitable development, and infrastructure improvements — as well as the historically disinvested neighborhoods of South Stockton. Multiple public housing developments are situated in the planning area, including Conway Homes in Southwest Stockton, Sierra Vista in Southeast Stockton, and Fremont neighborhood.
TCC PLANNING AREA GUIDELINES

Figure 3. Data: California Air Resources Board, City of Stockton, County of San Joaquin.

DAC: Disadvantaged communities
HISTORICAL CONTEXT
As with other TCC grant recipients, communities of color, especially in the areas of Stockton that are south of Harding Way, have suffered from disinvestment in their neighborhoods and the negative impacts of development projects since their area was urbanized in the early 1920s. Redlining practices under FDR’s New Deal in the 1930s, and years of subsequent discriminatory housing practices, have held many neighborhoods back (Fig. 4). Additionally, the social and physical fabric of entire neighborhoods was torn apart by the construction of a freeway to connect Interstate 5 and California State Route 99 in the late 1960s. This historical context, one of institutionalized racism, influenced how planning grant recipients determined the planning area.

The roots of Stockton’s climate crisis extend as far back as the early years of white settlement. The original stewards of the area were the Indigenous Yokuts, who were violently displaced during the Gold Rush period. As is often the case after Indigenous peoples are removed, what followed was a mismanagement of natural resources that was dominated by a profit-driven understanding of humankind’s connection to the land. In May 2019, the United Nations released a climate report stating that humans had “significantly altered” about three quarters of land-based environments and about two-thirds of marine based environments. However, the UN also found these trends to be less severe—or absent altogether—in areas controlled by Indigenous populations and local communities. The climate crisis that the frontline communities within our Planning Area now experience acutely is derived from the original dispossession of Indigenous people.

Following the displacement of indigenous peoples, Stockton eventually urbanized and was deliberately bisected into North and South Stockton—a clear continuation of institutional racism—through local and federal laws meant to exclude low-income communities of color from civic participation, wealth, and mobility. In the 1930’s, the Federal Housing Authority created redlined maps as a way to determine which neighborhoods would be eligible for home loans (Fig. 5). Neighborhoods in the Planning Area were subsequently denied loans on the basis of having high populations of poor people and people of color. Meanwhile white residents in North Stockton were able to secure homes, build generational wealth, and pursue long-term development. Rather than use these loans to create high-density housing near the downtown area, residents within North Stockton continually built homes farther north, which began a wave of urban sprawl\textsuperscript{10}. The aftermath of this wave will be described later in this section, as it continued up until 2007.

Discriminatory housing and city policies continued into the late 1960s when the city government, federal government, and private developers collaborated to demolish neighborhoods that they deemed “blighted\textsuperscript{12}”—neighborhoods that were primarily comprised of Filipino, Chinese, Japanese, Mexican,
and African American residents. After displacing these communities, the city then constructed the crosstown freeway—a physical reinforcement of the social and economic inequality that already divided North and South Stockton. Since then, the City of Stockton has continuously focused resources and development in North Stockton. Compared to North Stockton, neighborhoods in South Stockton have environmental challenges such as: less tree canopy, a higher rate of exposed asphalt, and locations closer to sources of industrial pollution. These environmental challenges, combined with a high concentration of poverty, has led to higher ambient temperatures; noise, air, and water pollution; increased negative health impacts; a lack of access to healthy and affordable food; and, a lack of affordable housing.

In 2008, Stockton was sued by the Sierra Club for allegedly violating the California Environmental Quality Act (CEQA) in its approval of the 2035 General Plan. Specifically, the Sierra Club asserted that the Environmental Impact Report (EIR) within the General Plan did not satisfy the requirements of CEQA. This assertion was shared by then-Attorney General Edmund G. Brown, Jr., who raised concerns that the EIR failed to incorporate enforceable measures to mitigate greenhouse gas emission impacts.

However, the City contended that the General Plan and EIR adequately fulfilled the requirements of AB 32. Later in 2008 a settlement was agreed to wherein the City would, among other things, create a Climate Action Plan (CAP). According to the settlement agreement, the CAP had to inventory Greenhouse Gas (GHG) emissions for 1990, present (2014), and 2020, provide specific targets for reductions of the current and projected 2020 GHG emissions inventory, and set a goal to reduce per capita vehicle miles traveled (VMT). Additionally, to reduce sprawl, city staff had to submit a recommendation to the City Council within a year of CAP adoption. It would require that at least 4,400 units of new housing be located in downtown Stockton, with an additional 14,000 new units located within the existing city limits. Furthermore, city staff had to recommend to City Council green building regulations to ensure that the new buildings were energy and water efficient and built with eco-friendly materials. City staff set out to work on the CAP for the next five years, and it was approved by City Council in 2014.

### VISUALIZING DISINVESTMENT

In Figure 4, the longstanding impacts of redlining can be seen through the comparison of 1938 redlined districts and the rank of the most environmentally burdened communities. The CalEnviroScreen 3.0 map defines the areas marked in green as those with the lowest amount of environmental burden; areas marked in red have the highest. The redlining grades are ranked from 'best' (A-First Grade) and 'worst' (D-Fourth Grade). The D grade often was the result of populations being 'racially heterogenous', in other words, having residents who were primarily non-white. The A grade was used in neighborhoods made up of primarily wealthy white residents.
Figure 4.

**CAL ENVIRO SCREEN 3.0 LEGEND**
- 31-40%
- 41-50%
- 51-60%
- 61-70%
- 71-80%
- 81-90%
- 91-100%

**STOCKTON 1938 REDLINING MAP LEGEND**
- A - First Grade
- B - Second Grade
- C - Third Grade
- D - Fourth grade
METHODOLOGY
To effectively gather critical insights about how climate change impacts the communities in the TCC Planning Area, TCC Planning Partners and the City of Stockton created the "Rise Stockton" initiative. Rise Stockton sought to ensure that local experiences formed the building blocks for developing a Sustainable Neighborhood Plan and used outcomes from the two other TCC Planning Grant activities, Climate Leadership Forum and Tree Census Update, to establish the goals and priorities (Appendix C and D).

A range of community voices and preferences were incorporated into this plan through various community engagement strategies, including group-focused outreach and individual outreach. Outreach methods included: large meetings and townhalls; small meetings and workshops; seminars; presentations; conversations with residents, businesses, landowners, and other stakeholders; and online surveying and canvassing of Planning Area neighborhoods. A variety of strategies were selected to ensure the full perspective of residents within the Planning Area was captured. Rise Stockton intentionally pursued a participatory process, as defined by the Strategic Growth Council, which calls for community-driven outreach. The purpose and results of each of these strategies will be discussed within this section. See Figure 5. Methodology Summary for details.

<table>
<thead>
<tr>
<th>Method</th>
<th>Frequency</th>
<th>Avg. Attendance</th>
<th>Total Engaged</th>
</tr>
</thead>
<tbody>
<tr>
<td>Large Meetings and Townhalls</td>
<td>5 meetings</td>
<td>50</td>
<td>310</td>
</tr>
<tr>
<td>Small Meetings and Workshops</td>
<td>20 meetings</td>
<td>15</td>
<td>320</td>
</tr>
<tr>
<td>Seminars (Climate Leadership Forum)</td>
<td>8 seminars</td>
<td>15</td>
<td>110</td>
</tr>
<tr>
<td>Surveying and Canvassing</td>
<td>10 efforts</td>
<td>Individual</td>
<td>350</td>
</tr>
<tr>
<td>Presentations</td>
<td>25</td>
<td>30</td>
<td>620</td>
</tr>
<tr>
<td>Focused Conversations</td>
<td>100</td>
<td>1-3 people</td>
<td>175</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Total Engaged 1,885</strong></td>
</tr>
</tbody>
</table>

Figure 5.
GROUP-FOCUSED OUTREACH:
Large Meetings and Townhalls, Small Meetings and Workshops, + Seminars
To promote local participation in the SNP planning process, Rise Stockton hosted 33 public meetings ranging from formal to informal, large to small, and educational to experiential. The overall intention of these workshops was to hear directly from the residents within the Planning Area and to establish a positive relationship between residents, Rise Stockton, and the City of Stockton.

In addition to gathering the insight and perspectives of local residents, Rise Stockton provided a series of educational workshops known as Climate Leadership Forums (CLF). The intention of these workshops was to foster a symbiotic relationship between Rise Stockton and residents within the Planning Area wherein the perspectives of residents were captured through verbal and written input and the residents were educated and given tools to address the climate-related issues within their communities. In addition to a Climate Justice Orientation session, there were six Climate Leadership Forums hosted at the Stribley Community Center, which is within the Planning Area.

INDIVIDUAL OUTREACH:
Surveys, Canvassing, Presentations, and Focused Conversations
Translating the voice of the community into a specific list of priorities was done by fielding the information collected from the group-focused outreach meetings into the creation of surveys, presentations and focused conversations for the individual outreach methods. Door-to-door canvassing and focused conversations were conducted within the TCC Planning Area by Rise Stockton partners. Community priorities and project ideas were identified by analyzing the results of two surveys. The construction of both surveys was informed by the comments received through public workshops and focused conversations. Surveys were administered both in person by partners of Rise Stockton and online. The surveys were available in English and Spanish.

The first survey gathered critical insights about the ways pollution impacts residents within the Planning Area, and asked for proposed solutions. There were 141 responses to the first survey. A full analysis of the responses was completed by an AmeriCorps VISTA member. The second survey asked residents to rank the proposed solutions within each issue area in order to identify the top priorities. There were 98 responses to the second survey. A full analysis of the responses was completed by an AmeriCorps VISTA member. The surveys and a full analysis of the results can be found in Appendix B.
2. SUSTAINABLE NEIGHBORHOOD PLAN
COMMUNITY PRIORITIES

MASTER TABLE

The following table is a summary of the priorities determined by Planning Area residents through the community outreach and engagement process from January to May 2019. These issues comprise the Community Priority Sections, which are labeled as “CP” in the first column of the table below. Next, for the seven issue areas, we identified proposed City goals, which were drawn from existing planning documents such as the Climate Action Plan and the General Plan. These were presented to Planning Area Residents during Survey 2 (Appendix B).

Planning Area Residents then selected their priority goals, which appear in the second column below. From these community identified issue areas and goals, we developed the specific project ideas which are listed under each section.

The ideas listed below are among those that often surfaced during conversations and focus groups. While aspirational, they are also achievable: each of the ideas aligns with City and Statewide goals, as well as with various climate grant programs that could potentially provide funding.

Figure 6. Top Seven Community Priorities.
<table>
<thead>
<tr>
<th>Community Priorities</th>
<th>Priority Goals</th>
<th>Project Priorities</th>
</tr>
</thead>
<tbody>
<tr>
<td>CP 1. Energy</td>
<td>Learning ways to lower their utility bill</td>
<td>CP 1.1 Install rooftop solar on residential and non-residential properties, community solar garden alternatives</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CP 1.2 Solar/sustainable energy education/workshops</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CP 1.3 Adopt Community Choice Energy to accelerate the shift toward renewable energy and put the decision-making power into the hands of residents</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CP 1.4 Transition to energy-efficient irrigation systems for urban forestry and community gardens</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CP 1.5 Develop a high-tech carbon sequestration facility</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CP 1.6 Energy efficient affordable housing</td>
</tr>
<tr>
<td>CP 2. Health</td>
<td>Establishing a farmers market in their neighborhood</td>
<td>CP 2.1 Resurrect large-scale community agriculture: identify partnerships with area residents to redevelop abandoned or vacant parcels to produce fresh fruits and vegetables year-round. This would also help build a local workforce.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CP 2.2 Open food cooperatives in food deserts: promote the organization of worker-owned cooperatives to sell fresh produce to local residents.</td>
</tr>
<tr>
<td>Community Priorities</td>
<td>Priority Goals</td>
<td>Project Priorities</td>
</tr>
<tr>
<td>----------------------</td>
<td>-------------------------------------------------</td>
<td>--------------------</td>
</tr>
<tr>
<td><strong>CP 3. Parks</strong></td>
<td>Improving park equipment</td>
<td><strong>CP 3.1</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Implement neighborhood programs that allow residents to participate in park improvements and safety issues with neighborhood residents as program leaders. <strong>CP 3.2</strong> Improve park equipment + pools including: park clean up and quarterly revitalization efforts (City of Stockton Parks Revitalization Program). <strong>CP 3.3</strong> Establish new parks and green community spaces. <strong>CP 3.4</strong> Revitalize existing parks to meet the needs of the communities that use them. Van Buskirk Park is a recommended starting place for project planning. <strong>CP 3.5</strong> Maintain tree canopy.</td>
</tr>
<tr>
<td><strong>CP 4. Safety</strong></td>
<td>Creating a neighborhood watch program</td>
<td><strong>CP 4.1</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Implement a Neighborhood Watch Program <strong>CP 4.2</strong> Improve street lighting, residential and main streets <strong>CP 4.3</strong> Community environmental stewardship programs for youth and the incarcerated or formerly incarcerated</td>
</tr>
<tr>
<td>Community Priorities</td>
<td>Priority Goals</td>
<td>Project Priorities</td>
</tr>
<tr>
<td>----------------------</td>
<td>--------------------------------------------------------------------------------</td>
<td>----------------------------------------------------------</td>
</tr>
</tbody>
</table>
| CP 5. Transportation | Establishing safer routes to school                                             | CP 5.1
Create Safe Routes to School: Easily identifiable bike lanes, sidewalk installations/improvements, speed bumps, and other traffic improvements |
|                      |                                                                              | CP 5.2
Longer bus hours and more bus routes in South & East Stockton, focusing on making doctor’s appointments, grocery stores, jobs, etc. more accessible |
|                      |                                                                              | CP 5.3
Establish autonomous electric vehicle shuttles                                       |
|                      |                                                                              | CP 5.4
Implement RTD Solar Power Project (includes a fleet of electric buses powered by solar panels atop the Downtown Transit Center) |
|                      |                                                                              | CP 5.5
Electric Vehicle Car Share                                                            |
| CP 6. Waste          | Implementing a neighborhood clean-up program                                   | CP 6.1
Collaborative neighborhood/city clean-up program                                        |
|                      |                                                                              | CP 6.2
Green waste/composting program & education                                            |
|                      |                                                                              | CP 6.3
Improve recycling program for businesses and residences                               |
<table>
<thead>
<tr>
<th>Community Priorities</th>
<th>Priority Goals</th>
<th>Project Priorities</th>
</tr>
</thead>
</table>
| CP 7. Water          | Water efficiency and household water testing and repair support | CP 7.1  
Provide household-level support for pipe and water quality testing, replacement or retrofitting  
CP 7.2  
Water quality safety education campaigns from local service providers  
CP 7.3  
Install water efficient irrigation, water efficient landscaping  
CP 7.4  
Install water efficient appliances |
CP 1. ENERGY

"ENERGY SUSTAINABILITY IS ONE OF THE MOST CRITICAL POINTS IN THE DEVELOPMENT OF A SUSTAINABLE NEIGHBORHOOD PLAN"

Energy sustainability is one of the most critical points in the development of a Sustainable Neighborhood Plan. Energy resources power economic development and allow for robust, healthy communities worldwide. The UN has identified access to affordable, reliable, sustainable, and modern energy for all as their 7th Sustainable Development Goal, to be reached by 2030.

In Survey 1 (Appendix B), an overwhelming majority of residents listed high utility bills as an issue that they, or people they know, struggle with in their community. A 2016 report by the American Council for an Energy Efficient Economy found that low-income households routinely spend three times more money on utilities (as a proportion of their income) than do higher income families. This is largely due to their homes being older and less energy efficient (ACEEE Energy Burden).

While low-income residents spend proportionately more on home energy costs, they have little choice as to where that energy comes from. It's here that a transformative approach to municipal energy could help community members lower costs and gain more energy independence. For example, by adopting Community Choice Energy, the City could help residents gain access to clean power options at a competitive price. Residents could also achieve cost savings and energy independence by producing their own power through renewable sources such as wind and solar.

PROJECT IDEAS

CP 1.1 Installing rooftop solar on residential and nonresidential properties, community solar garden alternatives

CP 1.2 Solar/sustainable energy education/workshops

CP 1.3 Adopting Community Choice Energy to accelerate the shift toward renewable energy and put the decision-making power into the hands of residents

CP 1.4 Transitioning to energy-efficient irrigation systems for urban forestry and community gardens

CP 1.5 Developing a high-tech carbon sequestration facility

CP 1.6 Energy efficient affordable housing
CP 2. HEALTH

"RESTORING DECISION-MAKING AND COMMUNITY POWER OVER FOOD PRODUCTION AND ACCESS IS ESSENTIAL TO IMPROVING PUBLIC HEALTH."

The San Joaquin Valley has long had a reputation for producing fresh fruits and vegetables that are then transported nationally and globally. However, within Stockton, many existing neighborhoods in the Planning Area lack access to fresh produce and healthy food. Liquor stores are abundant, but few sell high-quality groceries and fresh produce. Coupled with costly transit access, many residents are isolated in food desert with limited options beyond liquor stores, snacks and fast food. Obesity, among other negative health indicators such as diabetes and heart disease, have impacted residents. Restoring decision-making and community power over food production and access is essential to improving public health.

PROJECT IDEAS

CP 2.1
Resurrect large-scale community agriculture: identify partnerships with area residents to redevelop abandoned or vacant parcels to produce fresh fruits and vegetables year-round. This would also help build a local workforce.

CP 2.2
Open food cooperatives in food deserts: promote the organization of worker-owned cooperatives to sell fresh produce to local residents.
Healthy, equitable, and sustainable communities prioritize parks and recreational facilities, including the urban tree canopy\(^{18}\) and related infrastructure. While there are many beautiful parks within the Planning Area, they are often poorly maintained or pose safety concerns for children and residents. Yet maintaining these green spaces is crucial, since the natural cooling effect of parks and street trees can help temper the severity of climate-related health risks. For instance, according to the EPA, in the evening urban areas can be up to 20 degrees warmer than rural areas on the city's edges. Despite the excessive urban heat, low-income urban residents may have to limit their use of air conditioning to save money — provided that they have air conditioning at all. Such factors make heat waves disproportionately hazardous in low-income neighborhoods, and make the need for urban tree cover even more essential.

Along with reducing the heat island effect\(^{19}\), urban forestry\(^{20}\) provides many other benefits. Parks and street trees provide beauty and comfort, and help reduce social isolation by creating outdoor spaces where neighborhood residents can come together. However, solar lighting and moonlighting — along with operating drinking fountains, and regular maintenance — are basic necessities that are often missing from Stockton’s parks due to budget constraints.

**PROJECT IDEAS**

**CP 3.1**
Implement neighborhood programs that allow residents to participate in park improvements and safety issues with neighborhood residents as program leaders.

**CP 3.2**
Improve park equipment + pools including: park clean up and quarterly revitalization efforts (City of Stockton Parks Revitalization Program).

**CP 3.3**
Establish new parks and green community spaces.

**CP 3.4**
Revitalize existing parks to meet the needs of the communities that use them. Van Buskirk Park is a recommended starting place for project planning.

**CP 3.5**
Maintain tree canopy.
CP 4. SAFETY

“NEIGHBORHOODS HAVE THE ABILITY TO REDUCE VIOLENCE BY FOSTERING COMMUNITY CONNECTIVITY, CREATING A SENSE OF PLACE, AND ENCOURAGING SOCIAL INTERACTIONS BETWEEN RESIDENTS, EMPLOYEES, AND MERCHANTS.”

Community violence is a top concern for many residents in the Planning Area. How we design neighborhoods can prevent violence and crime, alleviate the demands placed on police and local school districts. Neighborhoods have the ability to reduce violence by fostering community connectivity, creating a sense of place, and encouraging social interactions between residents, employees, and merchants.

PROJECT IDEAS

CP 4.1
Implement a Neighborhood Watch Program

CP 4.2
Improve street lighting, residential and main streets

CP 4.3
Community environmental stewardship programs for youth and the incarcerated or formerly incarcerated
"OUR MISSION IS TO PRIORITIZE PEOPLE — ESPECIALLY THOSE WHO HAVE BEEN RECOGNIZED AS ‘DISADVANTAGED’ — IN THE TRANSPORTATION NARRATIVE."

In Survey 1 (Appendix B), respondents from the planning area identified vehicles as a significant source of pollution in their neighborhoods. Their experiences reflect Stockton’s unique position as a commuter city, where vehicle emissions are exacerbated by agricultural/factory/port emissions.

As stated in this 2018 CARB report “The Valley has the most burdensome PM2.5 challenge in the country (PM 2.5 refers to fine particulate matter, an air pollutant related to health risks) ... “Mobile sources — cars, trucks, and myriad off-road equipment — and the fossil fuels that power them are the largest contributors to the formation of ozone, PM2.5, toxic diesel particulate matter, and greenhouse gas emissions in California.” Residents’ top strategy for addressing these issues called for free or low-cost green transportation. Currently, only 30% of respondents use public transportation, and only 15% ride bicycles. By addressing residents’ calls for the prioritization of safety and accessibility, those percentages will rise.

Our mission is to prioritize people — especially those who have been recognized as ‘disadvantaged’ — in the transportation narrative. The Safe Routes to Schools (SRTS) Program has found that communities adjacent to the six selected Stockton schools are among the most disadvantaged in the state. The proposed SRTS improvements will support increased walking and cycling as viable and safe methods of daily transportation to and from schools. The benefits of investing in various means of transportation are multifold: it encourages healthy and active communities, and at the same time, attracts and maintains businesses that can rely on an optimized transportation system to move and receive goods.

PROJECT IDEAS

CP 5.1
Create Safe Routes to School; Easily identifiable bike lanes, sidewalk installations/improvements, speed bumps, and other traffic improvements.

CP 5.2
Longer bus hours and more bus routes in South & East Stockton, focusing on making doctor’s appointments, grocery stores, jobs, etc. more accessible.

CP 5.3
Establish autonomous electric vehicle shuttles.

CP 5.4
Implement RTD Solar Power Project (includes a fleet of electric buses powered by solar panels atop the Downtown Transit Center).

CP 5.5
Electric Vehicle Car Share.
CP 6. WASTE

"CLEANING UP THE GARBAGE AND EDUCATING RESIDENTS ON HOW TO PROPERLY RECYCLE, COMPOST, AND DISPOSE OF WASTE IS INTEGRAL TO CREATING SUSTAINABLE LIFESTYLES FOR THE FUTURE."

According to the Environmental Protection Agency, in 2015 the United States generated 262.4 million tons of material solid waste, and 52% of this waste was sent to landfills. Continuing at this rate of consumption and waste will have negative impacts not only at a local level, but at a national and global level.

In Survey 1, South Stockton community members identified garbage as a top source of pollution in their neighborhoods. Coping with high levels of unattended garbage affects the way that residents feel about their neighborhoods. It can weaken their trust in the city's ability to provide services and discourage residents from spending time outside. Cleaning up the garbage and educating residents on how to properly dispose of waste, recycle, and compost is integral to creating sustainable lifestyles for the future.

PROJECT IDEAS

CP 6.1
Collaborative neighborhood/city clean-up program.

CP 6.2
Green waste/composting program & education.

CP 6.3
Improve recycling program for businesses and residences.
CP 7. WATER

"Resident input calls for education campaigns that inform residents of drinking water safety and explain the economic benefits of consuming safe tap water."

In Survey 1 (Appendix B), community members said they struggle with having to purchase bottled water, and they believe that their public sources of water for drinking, bathing, and hygiene are unsafe for consumption. While Stockton’s water quality meets all safety standards, the perceived problem of access to clean water is an issue. Resident input calls for education campaigns that inform residents of drinking water safety and explain the economic benefits of consuming safe tap water. Input also suggests that water quality issues may exist in connection pipes at the household level. Homeowner support for pipe testing from the utility connection to the tap should be explored.

PROJECT IDEAS

CP 7.1
Provide household-level support for pipe and water quality testing, replacement or retrofitting

CP 7.2
Water quality safety education campaigns from local service providers

CP 7.3
Install water efficient irrigation, water efficient landscaping

CP 7.4
Install water efficient appliances
THE SNP + OTHER PLANS

The Sustainable Neighborhood Plan provides a framework for developing holistically strong communities in terms of their environment, economy, and health. By building on existing City of Stockton documents — including the Climate Action Plan (CAP), and General Plan — the Sustainable Neighborhood Plan matches the City’s priorities with the community priorities of Planning Area residents.
ALIGNMENT WITH CITY GOALS, PLANS, AND POLICIES

The Sustainable Neighborhood Plan seeks to address seven issue areas: Energy, Health, Parks, Safety, Transportation, Waste, and Water. These areas were identified through existing city documents, including the Climate Action Plan (CAP) and the General Plan (GP). The Sustainable Neighborhood Plan aligns city priorities and strategies in the issue areas with the planning area in South Stockton and community identified project ideas.

The CAP identifies strategies to reduce greenhouse gas emissions, including upgrading existing transit systems, retrofitting existing residential and non-residential buildings for energy efficiency, updating municipal lighting, promoting water efficiency and energy efficiency through investing in solar projects.

The General Plan similarly outlines plans to promote healthy retail food choices by encouraging local agricultural such as farmers’ markets, urban farming, and community gardening.

The Sustainable Neighborhood Plan builds on these previously identified priorities and approved projects, as it seeks to create a holistic plan for community wellbeing that encompasses health, the environment and the economy. On the following pages, we detail how each of these city plans relate both to identified community priorities and the twelve goals of the Transformative Climate Communities (TCC) grant that were established in the introduction.
## THE CLIMATE ACTION PLAN

The Climate Action Plan (CAP) outlines a framework to feasibly reduce community GHG emissions in a manner that is supportive of AB 32 and is consistent with the Settlement Agreement and 2035 General Plan policy. AB 32, also known as the Global Warming Solutions Act of 2006, established a statewide reduction goal to reduce greenhouse gas (GHG) emissions levels back to 1990 levels by the year 2020. As a condition for approval of the 2035 General Plan, the City entered into a Settlement Agreement with the Sierra Club and the California Attorney General's Office in October 2008, part of which called for the creation of the CAP.

## ALIGNMENT WITH COMMUNITY PRIORITIES

### CP 1. ENERGY

| CP 1.1 | Installing rooftop solar on residential and nonresidential properties, community solar garden alternatives |
| CP 1.4 | Transitioning to energy-efficient irrigation systems for urban forestry and community gardens |
| CP 1.6 | Energy efficient affordable housing |

### CP 4. SAFETY

| CP 4.2 | Improving street lighting, residential and main streets |

### CP 5. TRANSPORTATION

| CP 5.1 | Creating Safe Routes to School |
| CP 5.2 | Longer bus hours and more bus routes in South & East Stockton |

### CP 6. WASTE

| CP 6.2 | Green waste/composting program & education |

### Energy 6:
Residential and Non-Residential Rooftop Solar (C-52)

### Energy 1:
Urban Forestry 1: Urban Tree Planting Programs (C-79)

### Energy 3:
Energy Efficiency Incentives and Programs to Promote Retrofits for Existing Residential Buildings (C-43)

### Energy 5:
Solar Powered Parking (C-48)

### Energy 2:
Outdoor Lighting Upgrades for Existing Development (C-38)

### Trans 5:
Reduce Barriers for Non-Motorized Travel (C-64)

### Trans 7:
Safe Routes to School (C-67)

### Trans 3:
Transit System Support (C-60)

### Trans 6:
Transit System Improvements (C-66)

### High GWP GHG 1:
Residential Responsible Appliance Disposal Programs (C-81)

## ALIGNMENT WITH TCC GOALS

1. Promoting water conservation
2. Improving transportation
3. Protecting natural resources and agricultural lands
4. Promoting public health and equity
5. Improving air and water quality
6. Advancing the priorities developed in Safeguarding California
7. Assisting in the planning of sustainable communities and meeting AB 32 goals
8. Advancing the goals of the Climate Action Plan
Every municipality in California is required by the State to adopt and periodically update a general plan that provides a comprehensive, long-range statement of the jurisdiction's land use policies for the coming decades. The Envision Stockton 2040 General Plan is the City government's primary tool to guide physical change within the city limit and, in some cases beyond it, in a Sphere of Influence (SOI) where City services may someday be provided. The SOI includes unincorporated islands in the community and areas adjacent to the city where land use decisions in areas governed by San Joaquin County might affect quality of life for Stockton residents.

ALIGNMENT WITH COMMUNITY PRIORITIES

**CP 1. ENERGY**

- CP 1.1 Installing rooftop solar on residential and nonresidential properties, community solar garden alternatives
- CP 1.2 Solar/sustainable energy education/workshops
- CP 1.4 Transitioning to energy-efficient irrigation systems for urban forestry and community gardens
- CP 1.6 Energy efficient affordable housing

**LU-5.4**: Require water and energy conservation and efficiency in both new construction and retrofits (3-20)
**CH-3.3C**: Continue to work with community-based organizations that employ local Stockton youth to perform energy efficiency, alternative energy, and water conservation assessments and installations in local homes and businesses.
**LU-2.1D**: Improve sidewalk maintenance in the Downtown, and widen key sidewalks to provide space for outdoor seating and tree plantings (3-6)
**LU-5.4**: Require water and energy conservation and efficiency in both new construction and retrofits (3-20)
**CH-4.1C**: Explore the feasibility of developing an ordinance to allow "tiny homes" and container homes to serve as permanent housing.

**CP 2. HEALTH**

- CP 2.1 Resurrecting large-scale community agriculture
- CP 2.2 Opening food cooperatives in food deserts: promote the organization of worker-owned cooperatives to sell fresh produce to local residents

**CH-1.3B**: Create an accessible inventory of publicly-owned and private vacant sites appropriate for community gardens or other forms of urban agriculture.
**CH-1.3D**: Adopt and implement an Urban Agriculture Incentive Zone (per AB 55) to allow privately-owned vacant property to be productively used for growing food.
**CH-1.3C**: Amend the Development Code to include standards for small-scale, urban local food operations.
**CH-1.3F**: Identify new potential locations for farmers’ markets in low-income and nutrient deficient neighborhoods, including opportunities to hold markets on publicly owned land.

**CP 6. WASTE**

- CP 6.2 Green waste/composting program & education

**High GWP GHG 1**: Residential Responsible Appliance Disposal Programs (C-81)

ALIGNMENT WITH TCC GOALS

1. Increasing the availability of affordable housing
2. Improving transportation
3. Promoting public health and equity
4. Revitalizing community and urban centers
5. Strengthening the economy
6. Encouraging greater infill and compact development
7. Advancing the goals of the Climate Action Plan
Every municipality in California is required by the State to adopt and periodically update a general plan that provides a comprehensive, long-range statement of the jurisdiction’s land use policies for the coming decades. The Envision Stockton 2040 General Plan is the City government’s primary tool to guide physical change within the city limit and, in some cases beyond it in a Sphere of Influence (SOI) where City services may someday be provided. The SOI includes unincorporated islands in the community and areas adjacent to the city where land use decisions in areas governed by San Joaquin County might affect quality of life for Stockton residents.

ALIGNMENT WITH COMMUNITY PRIORITIES

**CP 3. PARKS**

- **CP 3.2** Improve park equipment, pools
- **CP 3.3** Establish new parks and green community spaces
- **CP 3.4** Maintain Tree Canopy

**LU-3.3A:** Continue to improve and maintain park facilities and fields to address deficiencies and improve park sustainability, including lighting improvements, conversion to solar lighting, drinking fountain maintenance, and natural stormwater management.

**LU-3.3F:** Allow developers to develop pocket parks that function as social gathering places and/or children's play areas, and which can count towards the park standard requirements for new development.

**CH-1.1A:** Plant and maintain appropriate shade trees along all City streets to reduce heat exposure, prioritizing areas of the city with significantly less tree canopy, and provide a buffer between the travel way and bicycle and pedestrian facilities, and provide other amenities like well-marked crosswalks, bulb-outs, and pedestrian-scale street lighting.

**CP 4. SAFETY**

- **CP 4.1** Implementing a Neighborhood Watch Program

**SAF-1.1A:** Promote public safety programs, including business, neighborhood, and school watches; child identification and fingerprinting; and other public education efforts.

**CP 5. TRANSPORTATION**

- **CP 5.1** Creating Safe Routes to School
- **CP 5.3** Establishing autonomous electric vehicle shuttles
- **CP 5.4** Implementing RTD Solar Power Project
- **CP 5.5** Electric Vehicle Car Share

**LU-2.5A:** Improve transit, bicycle, and pedestrian connectivity between the Downtown and local colleges and universities (3-7)

**TR-1.1E:** Work with local school districts to implement pedestrian crossing enhancements like stop signs within neighborhoods around schools, encourage activities like a walking school bus, and create educational programs that teach students bicycle safety.

**LU-2.3C:** Develop curbside management policies that are flexible to accommodate the evolving nature of ride-sharing programs and future reliance on autonomous vehicles in the Downtown (3-7)

**TR-2.2D:** Support efforts to electrify buses.

**TR-3.2B:** Require commercial, retail, office, industrial, and multi-family residential development to provide charging stations and prioritized parking for electric and alternative fuel vehicles.

ALIGNMENT WITH TCC GOALS

1. Increasing the availability of affordable housing
2. Improving transportation
3. Promoting public health and equity
4. Revitalizing community and urban centers
5. Strengthening the economy
6. Encouraging greater infill and compact development
7. Advancing the goals of the Climate Action Plan
FUNDING SOURCES AND STRATEGIES
EMPOWERING STRATEGIC ENABLERS

Throughout this process, we have identified a number of strategic enablers (i.e. partners that can help the community achieve its goals more efficiently and effectively). Collaborating with them could accelerate the development of key projects in the following ways:

- Building a culture of collaboration and information sharing among local stakeholders;
- Aiding community engagement and outreach efforts;
- Introducing technical expertise to projects where required;

Since 2017, Oakland-based Greenlining Institute has aimed to advance racial and economic justice through environmental policy and healthcare, among others. Since 2017, Greenlining has provided consulting services to the TCC planning grant process, and structured forums in Stockton that bring community organizations together to plan and coordinate.

As a membership-based organization, CALSTART brings the clean transportation technology industry together to accelerate innovation, create jobs and reduce pollution. Its membership includes startups and Fortune 100 companies. Based in Pasadena with a satellite office in Stockton, CALSTART has provided technical assistance on a number of potential transportation project opportunities.

To support TCC partners, students from Stanford University’s Sustainable Urban Systems department provided technical data expertise in evaluating the impact of prospective environmental projects — including the development and deployment of solar.

Based in East Palo Alto, Elemental Excelerator (EE) invests up to $1M in early-stage green technology companies. In line with their place-based innovation strategy, EE identifies disadvantaged, low-income communities that could potentially benefit from solutions in energy, water, food & agriculture and mobility. In 2019, Elemental Excelerator collaborated with Rise Stockton to bring a Community Marketplace to Stockton — thus enabling local Stockton community members to evaluate the potential relevance of these companies around local needs.
IDENTIFYING FUNDING OPPORTUNITIES AND PARTNERS

STATE FUNDING OPPORTUNITIES, LOCAL FUNDING OPPORTUNITIES, AND PUBLIC-PRIVATE PARTNERSHIPS

Over the last 7 years, there have been a number of robust public-private partnerships that continue to demonstrate how regional agencies and private companies can partner to build equitable environmental projects.

SAN JOAQUIN REGIONAL TRANSIT DISTRICT AND PROTERRA

In June 2012, the San Joaquin Regional Transit District (RTD), in partnership with Proterra, was "awarded a California Energy Commission grant in the amount of $2.56M towards an electric bus demonstration project. This demonstration project introduced RTD's first fully electric buses into service. Accordingly, RTD was the 2nd transit agency in California, and the 4th in the nation to operate these battery-electric buses."

This public-private partnership supported the CEC Electric Drive Strategic Plan administered by CALSTART and was funded through Assembly Bill 118. Proterra’s buses produce no emissions, are 5x more efficient than hybrid buses, fully charge in less than 10 minutes, and can drive 30+ miles on a single charge.

ACCELERATOR FOR AMERICA & THE ENERGY FOUNDATION + CITY OF STOCKTON, CA

In 2019, Accelerator for America partnered with the Energy Foundation to build the capacity of cities in California around climate resilience efforts and Opportunity Zones. As 1 of 3 recipient cities to be awarded a grant, the City of Stockton has an opportunity to leverage this partnership and grant to further its green economy and economic development goals for the city.

FUTURE PARTNERSHIPS: ELEMENTAL EXCELERATOR & RISE STOCKTON

Over the course of its lifetime as a nonprofit, Elemental Excelerator has invested $30M into 82 portfolio companies that have resulted in 59 demonstration projects across Hawaii, Asia Pacific, and California. Based on Elemental Excelerator’s initial interest in Stockton, there is potential for Rise Stockton to partner with some of EE’s future portfolio companies to tackle priority areas identified by the community — some of which are outlined in the Sustainable Neighborhood Plan.
ECONOMIC DEVELOPMENT
TAKING ADVANTAGE OF GREEN ECONOMY OPPORTUNITIES

By combining the priorities and projects outlined by the City of Stockton with the Sustainable Neighborhood Plan, we have identified specific community needs that can be addressed by further Green Economy initiatives.

Rise Stockton recommends that the City take advantage of green economy opportunities as they pertain to the well-being of the public, especially disadvantaged groups, and the City's objectives for economic development. This could include leveraging existing partnerships with renewable energy developers. An example here would be to prioritize green sector jobs by funding solar developers to install solar panels in community spaces.

Attracting and retaining green economy innovators is a critical step in the shift from a local economy based on goods movement to a balanced, sustainable economy. Stockton is home to University of the Pacific, Humphrey's University, and San Joaquin Delta College, and there is an opportunity to work with these institutions to develop curriculum and workforce development programs that provide job-training opportunities to strengthen the green economy sector. One promising possibility here would be the creation of a green economy college campus. This facility could help students gain direct experience in the field and position graduates for future job openings within the green sector.
SUSTAINABILITY
LEARNING +
CIVIC ENGAGEMENT
INVESTING IN
COMMUNITY MEMBERS

Residents expressed that the City of Stockton should invest in programs that will continue to educate community members about sustainability and encourage civic engagement. These initiatives should be continuous, well-funded and connected to other relevant civic issues. They should preferably be led by community experts who are either from, or intimately familiar with, the Planning Area. Investing in climate justice leaders, and other change agents, on an ongoing basis is crucial to the success of the initiative. The City should provide training and support to grow the educational trust-based network necessary to cooperatively explore issues impacting their community. Some examples include City-sponsored neighborhood cleanups, urban gardening and greening classes, community gardens, community solar projects, and an extension of the climate leaders forum. Funding for many of these priorities could be attained through a TCC implementation grant.
LOCAL CAPACITY BUILDING + ACCOUNTABILITY
COMING TOGETHER:
HOW TO ADDRESS THE CLIMATE CRISIS

Community members identified "Industry" as being a large source of pollution in their neighborhoods. This issue is complex and involves a myriad of stakeholders in business, government, and disadvantaged communities. However, within the SNP and other City documents, little has been proposed that would identify and mitigate industrial sources of pollution. There may be other sources of pollution and solutions that have yet to be identified, which requires concerted City resources.

The Sustainable Neighborhood Plan serves as a starting point for further holistic work around the environment, health, and economy. In order to continue, the City must commit time and resources to address the ongoing climate crisis. Additionally, the decision-making process to identify and address these problems and opportunities must always involve the frontline communities that are most impacted by these issues.
3. CONCLUSION
CALL TO ACTION

The goal of our combined efforts was to create a comprehensive and community driven Sustainable Neighborhood. We are confident that the Plan we produced has done that and more. Through this outreach and engagement, these consistent themes emerged:

**Economic Development:**
The health and wellbeing of residents can be incorporated into the development planning processes. For example, an energy-efficiency project to lower electric bills could also provide job training for community members. The skills could include tree planting and maintenance, solar installation, or water infrastructure upgrades. This can be achieved with buy-in and cooperation of local green developers.

**Sustainable Learning & Civic Engagement:**
Community members need opportunities to learn and participate in land use decisions that affect the places they live. Forums and community meetings might even inspire residents to pursue green energy careers that they may not have known existed. Survey respondents also showed a willingness to learn more about sustainability and what it means for their neighborhood. An organized outreach structure comprised of community experts could provide that knowledge.

**Local Capacity Building & Accountability:**
The City should continue its investments in Planning Area residents during and after the various planning processes. This should be done through transparent communications, with opportunities for the community to engage with City staff and council members on a regular basis.

**Stockton’s Green Future: From Segregation to Collaboration**
The plan itself provides an essential roadmap for community development in South Stockton and beyond. Yet the visioning process that made the plan possible has accomplished something of equal or greater value. It has united local residents around new possibilities for hope, growth and improvement across the personal and social spectrum. It has shown us that the benefits of sustainable development—relief from urban heat and air pollution, improved transit, improved public health, energy independence, more green jobs—need not be restricted to arbitrary lines on the map, as produced by historic practices of redlining. Rather, by proving what’s possible in South Stockton, we can serve as an impetus for green development across all of Stockton. We can make our City a climate-ready model, one that shows how the failed segregation of the past can be replaced by collaboration that will build the green economy and create an adaptive, sustainable city of the future.
THANK YOU

With a push from the Greenlining Institute’s outreach and education efforts in 2016, the grant that fueled Rise Stockton’s work came about as the result of two years of meetings with some 20 community-based organizations. The Oakland-based Greenlining Institute (GLI) provides economic opportunities for disadvantaged communities through community and coalition building, research, and policy development at the state level to influence equity. Highlighting state funding opportunities for climate justice initiatives in Stockton, the group brought stakeholders together from a variety of issue areas to work in tandem on securing green investments in their community.

In partnership with Fathers & Families of San Joaquin, Third City Coalition, Enterprise Community Partners, and the City of Stockton, the Greenlining Institute coordinated a six-month visioning process to determine Stockton’s priorities, opportunities, and challenges. Enterprise Community Partners was tasked with pulling together and reporting everyone’s ideas and visions into one grant application. With the end goal of transforming South Stockton through affordable housing, green infrastructure, clean transportation, water conservation, and climate resiliency measures, the proposal emphasizes listening to the needs and priorities of youth, communities of color, and low-income households.

While it required many committed people to make this project successful, we would like to especially acknowledge the following individuals and organizations:

Christine Corrales, San Joaquin Council of Governments
Dillon Delvo, Little Manila Rising
Barbara Barrigan-Parrilla, Restore the Delta
Xavier Dutye, AmeriCorps VISTA
Derek Ouyang, Stanford Lecturer
Davis Harper, Technical Writer
Thomas Springer, Writer and Editor
Cynthia Marsh, State of California, Dept. of Housing and Community Development
Phillip Merlo, San Joaquin Historical Museum
Dana Nichols, fmr. Stockton Record environmental reporter
Ann Rogan, FUSE Executive Fellow
Alvaro Sanchez, Greenlining Institute
Emi Wang, Greenlining Institute
Nathan Werth, Stockton-based grant writer
Mia Weitz, UC Santa Cruz student
Kristine Williams, Enterprise Community Partners
Joanne Yi, UCLA graduate student, SURF Fellow

Transformative Climate Communities Planning Grant Partners:
Catholic Charities of the Diocese of Stockton
Fathers and Families of San Joaquin
Public Health Advocates
PUENTES
Rising Sun Center for Opportunity
STAND
Third City Coalition
Amanda Ford, TCC Program Manager
5. ENDNOTES
DEFINITIONS + REFERENCES

1. According to the United Nations, **sustainability** means taking actions to meet present needs without taking away the ability of future generations to meet their own needs (particularly around natural resources like food and water).

This source can be accessed [here](#).

2. One of our 12 goals is to encourage greater **infill and compact development**, which means: construction on a vacant parcel that is within an otherwise substantially developed area.

This source can be accessed [here](#).

3. One of our 12 goals is to meet **California Assembly Bill 32** (AB 32) goals. **AB 32** requires California to reduce its GHG emissions to 1990 levels by 2020 — a reduction of approximately 15 percent below emissions expected under a “business as usual” scenario. The full implementation of **AB 32** will help mitigate risks associated with climate change, while improving energy efficiency, expanding the use of renewable energy resources, cleaner transportation, and reducing waste.

This source can be accessed [here](#).

4. One of our 12 goals is to advance the priorities developed in **Safeguarding California: 2018 Update**, which is the State’s roadmap for everything state agencies are doing and will do to protect communities, infrastructure, services, and the natural environment from climate change impacts. This holistic strategy primarily covers state agencies’ programmatic and policy responses across different policy areas, but it also discusses the ongoing related work with coordinated local and regional adaptation action and developments in climate impact science.

This source can be accessed [here](#).
5 One of our 12 goals is to advance the goals of the City of Stockton's **Climate Action Plan**, which is a long term plan created to guide the growth and development of the city. Climate Action Plan are plans of how a city/county will reduce greenhouse gases.

This source can be accessed [here](#).

6 **Cap-and-Trade** is a statewide program created that limits the amount that industry can pollute (still allows for businesses to buy credit to continue to pollute at whatever amount).

This source can be accessed [here](#).

7 Gases that trap heat in the atmosphere are called **greenhouse gases (GHGs)**. The five core **GHGs** are: Carbon dioxide (CO2), Methane (CH4), Nitrous oxide (N2O), and Fluorinated gases.

This source can be accessed [here](#).

8 A term used to determine where TCC funds are allocated: **disadvantaged communities (DAC)** refers to areas disproportionately affected by environmental pollution and other hazards. These are areas with concentrations of people that are of low income, high unemployment, low levels of homeownership, high rent burden, sensitive populations, or low levels of educational attainment.

This source can be accessed [here](#).

9 The State requires every California municipality to adopt and periodically update a **general plan** that provides a comprehensive, long-range statement of its land use policies for the coming decades. Stockton recently completed an update to its general plan: **Envision Stockton 2040 General Plan**.
10 TCC planning requirements reference the "low income communities" definition established in SB 535. These communities are census tracts with median household incomes at or below 80 percent of the statewide median income, or with median household incomes at or below the threshold designated as low income by the Department of Housing and Community Development’s list of state income limits.

California Environmental Protection Agency. (2017). "Designation Of Disadvantaged Communities Pursuant To Senate Bill 535 (De León)". Sacramento, CA: CalEPA. This source can be accessed here.

11 Urban sprawl is the haphazard spreading of low-density residential, commercial, and/or industrial development into rural areas near cities. Sprawling development often results in several potential community and regional problems, including: negative environmental effects, such as reduced air and water quality and loss of open space.


12 Blighted areas constitute physical and economic liabilities, requiring redevelopment in the interest of the health, safety, and general welfare of the people of these communities and of the state.

Assembly Bill No. 1641 Chapter 665, Assembly Bill No. 1641 Chapter 665 (2010). Sacramento, CA: California Legislative Info. This source can be accessed here.

13 Displacement refers to the phenomenon wherein longtime residents of a neighborhood are forced to move out because of neighborhood change such as rising rents and the move in of higher-income new residents.


14 Economic development can be described as the efforts that improve quality of life for a community by creating and or retaining jobs.
Usually found in impoverished areas, **food deserts** are parts of the country vast of fresh fruit, vegetables, and other healthy whole foods due to a lack of grocery stores, farmers’ markets, and healthy food providers.

A **vacant lot** is a neglected parcel of property that has no buildings on it. They are an issue of concern because they tend to attract or be subjected to illegal dumping of litter and other solid wastes. Vacant lots are also an environmental justice issue since there are significantly more vacant lots in the city’s poorer neighborhoods.


In contrast to traditional companies, workers at **worker-owned cooperatives** participate in the profits, oversight, and often management of the organization using democratic practices. Workers own the majority of the equity in the business, and control the voting shares.


**Urban Tree Canopy** is the leafy, green, overhead cover from trees that community groups, residents, and local governments maintain in the landscape for beauty, shade, fruit production, wildlife habitat, energy conservation, stormwater mitigation, and a host of public health and educational values.


The term **"heat island"** describes built up areas that are hotter than nearby rural areas. The annual mean air temperature of a city with 1 million people or more can be 1.8-5.4°F (1-3°C) warmer than its surroundings. In the evening, the difference can be as high as 22°F (12°C). Heat islands can affect communities by increasing summertime peak energy demand, air conditioning costs, air pollution and greenhouse gas emissions, heat-related illness and mortality, and water pollution.

This source can be accessed [here](https://urbanforestplan.org/the-urban-forest/).

20 **Urban and community forests** broadly include urban parks, street trees, landscaped boulevards, public gardens, river and coastal promenades, greenways, river corridors, wetlands, nature preserves, natural areas, shelter belts of trees and working trees at industrial brownfield sites.


This source can be accessed [here](https://urbanforestplan.org/the-urban-forest/).

21 Developed in December of 2017, the **Safe Routes to School (SRTS) Program** provides recommendations to increase safety at 64 schools in four school districts across Stockton. Recommended programs are focused on infrastructural improvements; education to improve traffic safety and awareness; encouragement to incentivize walking and bicycling; enforcement to ensure legal and respectful behavior from people walking, bicycling, and driving; and evaluation measures such as surveys and pedestrian and biker counts.

22 **Climate Justice** is the concept that no group of people should disproportionately bear the burden of climate impacts or the costs of mitigation and adaptation. Climate justice focuses on the root causes of climate change - making systemic changes that are required to address unequal burdens to our communities and realign our economy with our natural systems.


This source can be accessed [here](https://urbanforestplan.org/the-urban-forest/).

23 **Urban greening** means creating greener cities through tree planting, public landscaping, and urban forestry.
6. APPENDICES
APPENDIX A:
TCC + STOCKTON CITY COUNCIL RESOLUTION
RESOLUTION NO. 2018-08-21-1111

STOCKTON CITY COUNCIL

RESOLUTION TO APPROVE ACCEPTANCE OF A TRANSFORMATIVE CLIMATE COMMUNITIES PLANNING GRANT IN THE AMOUNT OF $170,000 FROM THE STATE OF CALIFORNIA DEPARTMENT OF CONSERVATION AND AMEND THE FISCAL YEAR 2018-19 ANNUAL BUDGET

The City of Stockton ("City") is interested in participating in the Transformative Climate Communities program via a Planning Grant, which is administered by the California Strategic Growth Council and implemented by the California Department of Conservation for the purpose of developing and implementing 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; and

Following the City's submittal of a proposal for the Planning Grant, the Strategic Growth Council offered to award $170,000 for the one-year grant program; and

Grant funds will be used to fund outreach, community engagement, and the development of a Sustainable Neighborhood Plan that identifies Planning Area resident priorities within the City's Climate Action Plan; and

To be considered eligible to receive grant funding, the City must submit a completed Grant Agreement to the Department of Conservation; now, therefore,

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

1. The City Manager or a designated representative is hereby authorized, on behalf of the City, to accept grant funding in the amount of $170,000 from the State of California Department of Conservation.

2. The Fiscal Year (FY) 2018-19 Annual Budget is amended to appropriate $170,000 in revenues and expenditures to the Transformative Climate Communities Planning Grant Program.

3. The City Manager or a designated representative is hereby authorized and directed, on behalf of the City, to execute the grant documents and to submit all documents including, without limitation, contracts, amendments, extensions, and payment requests as appropriate to accept the funds under and comply with the conditions of the grant.

4. The City Manager or a designated representative is hereby authorized and directed to establish all required accounts and make any and all expenditures,
appropriations, transfers, and/or distributions of funds on behalf of the City, as may be appropriate.

5. The City Manager or a designated representative is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED _______ August 21, 2018 _______.

[Signature]
MICHAEL D. TUBBS
Mayor of the City of Stockton

ATTEST:

[Signature]
CHRISTIAN CLEVELAND, Deputy City Manager/
City Clerk of the City of Stockton
GRANT AGREEMENT

GRANTEE: City of Stockton

PROGRAM: Transformative Climate Communities Program

GRANT NUMBER: 3018-709

AM. NO.:

MAXIMUM AMOUNT OF THIS GRANT: $170,000.00

The Department and the Grantee hereby agree to the following:

1. This Grant Agreement specifies the terms and conditions for a Transformative Climate Communities Program Planning Grant, awarded by the Strategic Growth Council on January 29, 2018. This grant has been awarded as a result of an application received in response to the TCC Program Grant Guidelines & Request for Grant Applications, as approved for release on August 23, 2017 and amended on October 23, 2017.

2. The purpose of this Grant Agreement is to provide funding from Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, to the City of Stockton for the "Stockton Climate Action Plan: Neighborhood Implementation."

3. This Grant Agreement shall be conducted in accordance with the Terms and Conditions and Attachment A (Work Plan and Budget), Attachment B (Reporting Templates) and Attachment C (Invoicing Templates) which are attached and incorporated herein as well.

4. The term of the Grant Agreement is one (1) year, unless otherwise terminated, or amended to extend the grant term. The grant term will commence the day both Parties have signed the Grant Agreement. Only approved expenses incurred during this Grant Agreement term in accordance with the Grant Agreement and Attachment A (Work Plan and Budget) will be reimbursable.

5. The amount of this Grant Agreement shall not exceed $170,000.

STATE OF CALIFORNIA
DEPARTMENT OF CONSERVATION

GRANTEE

AUTHORIZED SIGNATURE DATE

AUTHORIZED SIGNATURE DATE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

☐ GRANTEE ☐ DEPARTMENT OF CONSERVATION ☐ CONTROLLER

Grant Agreement Cover Sheet 6/2018
# Table of Contents

1. Authority and Scope of Grant Agreement .......................................................... 1  
2. Purpose of Grant .............................................................................................. 1  
3. Grant Term ....................................................................................................... 1  
4. Authorized Signatories .................................................................................. 1  
5. Document Submission ................................................................................... 2  
6. Reporting Requirements ............................................................................... 2  
7. Payment .......................................................................................................... 3  
8. Invoice Preparation ....................................................................................... 4  
9. Modifications and Amendments to the Grant Agreement ......................... 5  
10. Early Termination .......................................................................................... 6  
11. Disputes ......................................................................................................... 6  
12. Stop Work Orders ......................................................................................... 6  
13. Accounting Records and Audits ................................................................... 6  
14. Publicity ......................................................................................................... 7  
15. Severability ................................................................................................... 7  
16. General Compliance ..................................................................................... 7  
17. Liability Indemnification and Waiver ............................................................ 7  
18. Grantee Independence/Not an Agent of the State ....................................... 8  
19. Assignment .................................................................................................... 8  
20. Grantee's Staff, Partners, and Subcontractors ............................................. 8  
21. No Third Party Beneficiaries ....................................................................... 8  
22. Expatriate Corporations ............................................................................... 8  
23. Insurance Requirements for Term of Grant Agreement .......................... 8  
24. Americans with Disabilities Act .................................................................. 9  
25. Union Organizing ......................................................................................... 9  
26. Nondiscrimination Clause ......................................................................... 9  
27. Drug-Free Workplace Requirements ............................................................ 10  

Attachment A .................................................................................................... A-1  
Attachment B .................................................................................................... B-1  
Attachment C .................................................................................................... C-1
TERMS AND CONDITIONS

1. Authority and Scope of Grant Agreement.
   The authorization for this Grant Agreement is the Transformative Climate Communities Program ("TCC Program") statute (Public Resources Code, Sections 75240 – 75243) and the TCC Program Guidelines ("Guidelines"), as approved for release on August 23, 2017 and amended on October 23, 2017, and the Strategic Growth Council’s ("SGC") approval of this project ("Project") on January 29, 2018.

   Pursuant to the above authorization, the Department of Conservation ("Department"), acting on behalf of the SGC, hereby grants to the City of Stockton ("Grantee") a sum not to exceed one-hundred and seventy thousand dollars ($170,000), upon and subject to the terms of this Grant Agreement and consistent with the terms of the Guidelines.

   As awarded, this Grant Agreement is between the Department and the City of Stockton. The Department and Grantee are collectively referred to as "Parties," "Co-applicants" identified in the TCC application process are referred to as "Partners", but are not parties to this Grant Agreement.

   The Guidelines and attachments are included in and made a part of this Grant Agreement.

2. Purpose of Grant.
   The purpose of this grant is to provide funds for a Planning Grant from Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, to help local jurisdictions develop strategies to reduce carbon emissions, improve air quality, and build resiliency in the face of a changing climate, with a focus on low-income and disadvantaged communities.

3. Grant Term.
   The term of the Grant Agreement is one (1) year, unless otherwise terminated, or amended to extend the grant term. The grant term will commence the day both Parties have signed the Grant Agreement. The Department will notify the Grantee and Partners when work may proceed.

   The Department has entered into a Grant Agreement with the City of Stockton to provide Planning Grant funding for the Grantee to complete all planning activities and to meet all deliverables based on the budget and timeline specified in the Work Plan and Budget (Attachment A) set forth in this Grant Agreement.

   To ensure reimbursement of all eligible costs incurred during the term and specified in this Grant Agreement, the Grantee must submit all required reports, invoices and documentation by required dates specified in the Reporting Requirements and Invoice Preparation sections of this Grant Agreement. The Grantee’s obligations under this Grant Agreement shall be deemed discharged only upon acceptance and approval of the Final Report by the SGC.

4. Authorized Signatories.
   The Department Director or designee is authorized to sign this Grant Agreement and related documents on behalf of the Department. The Department will notify the Grantee of the day-to-day point of contact ("TCC Grant Manager") once the grant is executed.

   At the time of grant execution, the Grantee must submit a letter that identifies the individual who is authorized to sign this Grant Agreement and Project deliverables and related documents on behalf of the Grantee. The letter must also identify any additional Authorized Designees as well as the day-to-day Grant Manager.
California Department of Conservation – Division of Land Resource Protection  
Strategic Growth Council – Transformative Climate Communities Program Planning Grant  
City of Stockton  
Grant Number: 3018-709  
Fiscal Year Allocation: 2016-2017  

In the event that the Authorized Signatory or Authorized Designee is unable to sign a deliverable or related document on behalf of the Grantee, the Grantee shall submit an updated letter signed by the Authorized Signatory designating another individual to sign in their place. If the Authorized Signatory or Authorized Designee are funded through this Grant Agreement, another individual employed by the Grantee must be designated to sign the invoices.

Grantees must keep Authorized Signatory letters up to date and submit changes through email to the Department within seven (7) working days of the change. Authorized Signatory letters will be kept on file with the Department for up to three (3) years after the final invoice has been paid and one (1) year following an audit.

All correspondence and documents submitted through email must contain the Grant Agreement Number and the Grantee’s Name in the subject line.

6. Reporting Requirements.  
The Grantee is required to monitor and review all work performed to meet scheduled deliverables, provide Quarterly Progress Reports and a Final Report, and ensure the Project is completed on schedule and in accordance with this Grant Agreement. Reporting templates are Attachment B to this Grant Agreement.

A. General Requirements  
i. All reports must be completed using the attached templates.  
ii. All reports must be submitted through email by 5:00 p.m. on the due date.  
iii. All reports must be signed by the Authorized Signatory or Authorized Designee on file with the Department.  
iv. Reports that do not meet the reporting requirements specified within this Grant Agreement may result in a delay in release of funds.

B. Reporting Calendar Schedule  
i. Reports must be submitted to the Department by the required due dates:

<table>
<thead>
<tr>
<th>Report</th>
<th>Reporting Period</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Quarter Progress Report</td>
<td>July 1 – Sept 30</td>
<td>October 30</td>
</tr>
<tr>
<td>2nd Quarter Progress Report</td>
<td>Oct 1 – Dec 31</td>
<td>January 30</td>
</tr>
<tr>
<td>3rd Quarter Progress Report</td>
<td>Jan 1 – Mar 31</td>
<td>April 30</td>
</tr>
<tr>
<td>4th Quarter Progress Report</td>
<td>Apr 1 – June 30</td>
<td>July 30</td>
</tr>
<tr>
<td>Final Report Package</td>
<td>Start date – End date</td>
<td>Within 60 days of Project Completion</td>
</tr>
</tbody>
</table>

ii. The reporting period will begin on the start date of the 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.

Terms and Conditions
iii. The Final Report Package must include the final invoice, last Quarterly Progress Report, and Final Report.

C. Quarterly Progress Reports
   i. Quarterly Progress Reports must be completed using the attached Quarterly Progress Report template.
   ii. Quarterly Progress Reports describe the progress of activities performed, challenges and opportunities encountered, anticipated modifications, and milestones and deliverables achieved during the period for reimbursement, to ensure the Project stays on schedule for completion as specified in the Work Plan and Budget.
   iii. If the grant term is extended, subsequent quarterly reports will be submitted based on the Reporting Calendar Schedule.

D. Final Report
   i. The Final Report must provide all information described in the Final Report template.
   ii. The Final Report must document the Project’s outcomes, summarize all tasks and deliverables and expenditure of funds, and discuss planned next steps for related activities beyond the grant term. It will attach and incorporate all work-products generated by these funds, including final deliverables produced by the Grantee.
   iii. To the extent appropriate, the Grantee’s Board of Directors or Board of Supervisors, or other Authoritative Board or Body, shall adopt and certify as accurate the Final Report prior to its submission to the Department.

E. The Department, the SGC and/or a third-party retained by the state may verify reports through methods that include but are not limited to: supporting documentation, site visits, conference calls or video conferencing.

7. Payment
   A. Advanced payments are not permitted under this Grant Agreement. Payments shall be made to the Grantee no more than quarterly in arrears and on a reimbursement basis.
   B. The Grantee must submit all required documents (e.g. Invoice, Quarterly Progress Reports, Final Report, supporting documentation, and deliverables) to the Department by the required due dates.
   C. Payments will be made only upon evidence of satisfactory progress (e.g. activities reaching milestones, tasks completed, deliverables achieved, etc.) as determined by the Department. Failure to comply with reporting and invoicing requirements may result in non-payment or delayed payment of Invoice(s).
      i. In the last quarter, the Final Report will also be reviewed by the SGC. The Grantee’s obligations under this Grant Agreement shall be deemed discharged only upon acceptance and approval of the Final Report by the SGC.
   D. The Grantee may only request reimbursement for eligible direct and administrative costs incurred during the term of the Grant Agreement period. Any work performed prior to the start date of the Grant Agreement will not be reimbursed. Under no circumstances shall the Grantee seek reimbursement for any indirect costs or any cost that has been, or will be, paid through another funding source.
      i. Direct Costs: Direct costs may include, but are not limited to: personnel, supplies, or travel expenses directly tied to the implementation of the grant.
a. Travel costs: Eligible travel costs will be reimbursed at the lowest rate stated in the CalHR Travel Rules and Policy Memos (https://www.calhr.ca.gov/state-hr-professionals/Pages/bargaining-contracts.aspx). Incidental and out of state travel are not reimbursable costs and will not be reimbursed.

ii. Administrative Costs: include, but are not limited to staff salaries and benefits, supplies, and other resources used to administer the grant. “Administration of the grant” is not limited to: activities required for coordinating the Grantee/Partner relationship, reporting, invoicing, etc.

iii. Indirect Costs: Indirect costs are not eligible for reimbursement. Indirect costs are defined as expenses of doing business that are of a general nature and are incurred to benefit at least two or more functions within an organization. These costs are not directly tied to the grant but are necessary for the general operation of the organization. Examples of indirect costs may include, but are not limited to: salaries and benefits of employees not directly assigned to a Project, but providing general support services such as personnel, business services, information technology, janitorial, and overhead such as rent, utilities, supplies, etc.

E. The Grantee must include all supporting documents (e.g. receipts, purchase orders, timesheets, Partner and subcontractor invoices and supporting documentation, etc.) required for payment.

F. The Department will withhold from payment ten percent (10%) of each invoice submitted for reimbursement. Once the state has determined the Grantee has fulfilled the terms of the Grant Agreement, the 10% will be released as final payment.

G. If the state determines that any invoiced and paid amounts exceed the actual allowable costs, the Grantee will repay the amounts to the state within thirty (30) days of request or as otherwise agreed by the state and Grantee. If the state does not receive such repayments, it will be entitled to take actions such as withholding further payments to the Grantee and seeking repayment from the Grantee.

8. Invoice Preparation.
   A. Each invoice must be submitted on the Grantee’s official letterhead using the Invoice templates (Attachment C).

B. Each invoice must be accompanied by a complete and accurate Quarterly Progress Report, as well as copies of supporting documentation for costs.

C. The final invoice must be accompanied by both the Final Report and last Quarterly Progress Report. The amount requested for reimbursement in the final invoice should include a request for reimbursement of the retention withheld throughout the grant term.

D. Invoices must be signed by the Authorized Signatory or Authorized Designee on file with the Department certifying that the expenditures are for actual costs for the activities/tasks performed under this Grant Agreement.

E. Grantees must email a signed invoice with copies of supporting documentation to the Department. The email must clearly indicate the intent to submit the document and evidence that it was deliberately signed by the Authorized Signatory or Authorized Designee.
F. Supporting Documentation
   i. The Grantee must submit the following documentation, as relevant, for each itemized cost: copies of proof of purchase receipts, sufficiently detailed subcontractor’s invoices, rental agreements, activity logs, timesheets, or canceled check(s). These items must contain sufficient information to establish that the specific service was rendered or purchase was made. Original supporting documentation is not required and should be retained by the Grantee:
      a. Expenses should be broken out at the task level and should represent actual costs incurred.
      b. Travel should be broken out separately.
      c. Supporting documentation should be submitted for all work completed.
      d. Supporting documentation should be clearly labeled by task or travel.
   ii. Records documenting time spent performing the work shall identify the individual, the date on which the work was performed, the specific grant-related activities or objectives to which the individual’s time was devoted, the hourly rate, and the amount of time spent.
   iii. All records must reflect the actual time or money spent, rather than that which was planned or budgeted.

G. Invoices that do not meet the requirements of this Grant Agreement, are incomplete, or have inaccuracies, will be returned to the Grantee for resubmittal within ten (10) working days with an explanation of why it was not approved.

H. If it is determined that the Grantee submitted false or materially inaccurate invoices, supporting document or components of the application, the SGC or Department may impose any and all available remedies, including reimbursement of already disbursed payments, grant termination, and/or Grantee’s debarment from future grant opportunities administered by the state.

9. Modifications and Amendments to the Grant Agreement.
   Any modification or amendment request must be within the intent of the TCC Program. Due to the competitive nature of the process that resulted in the selection of this Project for funding, any requests to increase the overall grant amount or significantly alter the Project will not be approved. All requests must explain the purpose of the request, how the request is consistent with the Guidelines, and the effect of not approving the request.
   Modifications and amendments to the Grant Agreement will be considered at the sole discretion of the state.

   A. Modifications: Requests for modifications must be submitted in writing at least thirty (30) days prior to when the modification is needed. Modifications are minor changes to the Grant Agreement, which include but are not limited to changes in the:
      i. Work Plan and Budget
         a. Reallocation less than ten percent (10%) of the total grant award between tasks
         b. Adjusting deliverable due dates within the grant term

   B. Amendments: Material changes to the Grant Agreement will require an amendment. Requests for amendments must be submitted in writing at least three (3) months prior to the end of the grant term. Examples of actions that would require an amendment to the Grant Agreement include but are not limited to changes in the:
      i. Work Plan and Budget
         a. Reallocation more than ten percent (10%) of the total grant award between tasks
         b. Elimination or alteration of tasks
         c. Change in Partners
      ii. Grant term: Extending the grant term. Due to the availability of funding, under no circumstances may the amended grant term extend beyond January 31, 2021.
California Department of Conservation – Division of Land Resource Protection
Strategic Growth Council – Transformative Climate Communities Program Planning Grant
City of Stockton
Grant Number: 3018-709
Fiscal Year Allocation: 2016-2017

C. This Grant Agreement may only be modified or amended upon written mutual agreement of the Parties. No oral understanding or agreement not incorporated by writing in this Grant Agreement shall be binding on any of the Parties. The Grantee must request and obtain prior written approval before any modification or amendment of this Grant Agreement is valid.

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

11. Disputes.
If a dispute regarding this Grant Agreement arises that cannot be resolved by the TCC Grant Manager, the TCC Program Manager, or the Director of the Division of Land Resource Protection, then the Grantee shall submit a written dispute statement to the Director of the Department that shall be labeled "written dispute statement" and contain a concise statement of the substance of the dispute, along with any supporting documentation including, but not limited to, invoices, time sheets, or photos. The state will respond to written dispute statements within thirty (30) days of receipt.

In the event of a dispute, the language contained in this Grant Agreement shall prevail over any other language, including that contained in the grant application. The Grantee shall continue with the responsibilities and obligations under the terms of this Grant Agreement during any dispute.

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

A. The Grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the attached Work Plan and Budget. Separate bank accounts are not required.

B. The Grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), financial records of expenditures incurred during the course of the Project in accordance with generally accepted accounting principles, including matching funds that may be required.

C. The Grantee agrees that the state or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement.

D. The Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated.

E. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
F. Partners and subcontractors employed by the Grantee and paid with moneys under the terms of this Grant Agreement shall be responsible for maintaining accounting records as specified above.

G. The Grantee agrees to include a similar right of the state to audit records and interview staff in any subcontract related to performance of this Grant Agreement.

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

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

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

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

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

16. General Compliance.
By signing this Grant Agreement, the Grantee certifies that it shall comply fully with all applicable federal, state and local laws, ordinances, regulations and permits and shall secure any new permits required by authorities having jurisdiction over the Project(s), and maintain all presently required permits. The Grantee shall ensure that any applicable requirements of the California Environmental Quality Act are met in order to carry out the terms of this Grant Agreement.

Additionally, the Grantee certifies that it is not and shall not be:
A. In violation of any order or resolution not subject to review promulgated by the California Air Resources Board or an air pollution control district;
B. Subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
C. Finally determined to be in violation of provisions of federal law relating to air or water pollution.

17. Liability Indemnification and Waiver.
The indemnification obligations shall survive the termination of this Grant Agreement. The Grantee agrees to indemnify, defend (with counsel reasonably approved by the state) and hold harmless the Department, the SGC,
the California Natural Resources Agency ("CNRA"), its employees, officers or agents from and against any and all claims, injury, damages, liability, loss or attorneys’ fees arising out of or in connection with the subject matter, terms or performance of this Grant Agreement, and from any suit, proceeding or challenge against the Department, the SGC, CNRA and their employees, officers or agents by a third-party alleging that by virtue of the terms of this Grant Agreement, the Department, the SGC, CNRA and their employees, officers or agents have done any wrongful act or breached any representation, whether based on a claim in contract, tort or otherwise.

18. Grantee Independence/Not an Agent of the State.
The Grantee, and the agents and employees of Grantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

19. Assignment.
Without the advance written consent of the Department, this Grant Agreement is not assignable by Grantee either in whole or in part.

20. Grantee’s Staff, Partners, and Subcontractors.
The state’s contractual relationship is with the Grantee, and not any of their Partners or subcontractors. The Grantee is entitled to make use of its own staff, Partners, and subcontractors, as identified in the Work Plan and Budget, and will comply with its own competitive bidding and sole sourcing requirements for subcontracts that arise out of or in connection with this Grant Agreement. The Grantee shall manage, monitor, and accept responsibility for the performance of its own staff, Partners, and subcontractors, and will conduct Project activities and services consistent with professional standards for the industry and type of work being performed under this Grant Agreement. Any request to add or modify Partners requires a formal amendment to the Grant Agreement. Any request to add or modify subcontractors requires documentation that the proposed subcontractor was selected in compliance with the subcontractor procurement processes of the Grantee, contracting Partner, or other applicable parties. Refer to section 10, Modifications and Amendments to the Grant Agreement.

Nothing contained in this Grant Agreement or otherwise shall create any contractual relation between the Department and any Partners or subcontractors, and no subcontract shall relieve the Grantee of its responsibilities and obligations under the terms of this Grant Agreement. The Grantee agrees to be fully responsible to the Department for the acts and omissions of its Partners, subcontractors, and of persons either directly or indirectly employed by them. The Grantee’s obligation to pay its Partners and subcontractors is an independent obligation from the Department’s obligation to make payments to the Grantee.

21. No Third Party Beneficiaries.
This Grant Agreement is not intended for the benefit of any person or entity other than the Parties, and no one other than the Parties themselves may enforce any of the rights or obligations created by this Grant Agreement.

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

23. Insurance Requirements for Term of Grant Agreement.
A Grantee that is a governmental organization may provide evidence of self-insurance to satisfy this requirement.

If Grantee is not a governmental organization or is unable to provide evidence of self-insurance, then the following are the insurance requirements:

Terms and Conditions
A. The Grantee shall obtain and keep in force for the term of this Grant Agreement the following insurance policies that cover any acts or omissions of the Grantee, its subcontractors or its employees engaged in the provision of service specified in this Grant Agreement:
   i. Worker's Compensation Insurance in an amount of not less than $1,000,000 in accordance with the statutory requirement of the State of California. (Cal. Lab. Code § 3700 et seq.)
   ii. Commercial general liability insurance in an amount of not less than $1,000,000 per occurrence for bodily injury and property damage combined.
   iii. Motor vehicle liability with limits not less than the amounts below combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.
      a. 7 or fewer passengers: $1,000,000
      b. 8-15 passengers: $1,500,000
      c. 16+ passengers: $5,000,000

B. The Grantee shall 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 contract and is responsible for guaranteeing that a copy of each Certificate of Insurance is submitted to the Department within thirty (30) days of the Grant Agreement signature. The Grantee will include the Grant Number on the submitted Certificate of Insurance.

C. The Grantee shall notify the Department prior to any insurance policy cancellation or substantial change of policy.

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

25. Union Organizing.
   By signing this Grant Agreement, the Grantee hereby acknowledges the applicability of Government Code Sections 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Grant Agreement and hereby certifies that:
   A. No grant funds disbursed by this grant will be used to assist, promote, or deter union organizing by employees performing work under this Grant Agreement.
   B. If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and the Grantee shall provide those records to the Attorney General upon request.

   During the performance of this Grant Agreement, the Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

   The Grantee and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall
comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12990 et seq.) and the applicable regulations promulgated there under (Cal. Code Regs., title 2, § 11005 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other grant agreement.

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

27. Drug-Free Workplace Requirements.
Grantee certifies to the Department that it will provide a drug-free workplace by taking the following actions:

A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited 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 proposed Grant Agreement will:
   i. Receive a copy of the company's drug-free workplace policy statement; and,
   ii. Agree to abide by the terms of the company's statement as a condition of employment on the Grant Agreement.
ATTACHMENT A
WORK PLAN AND BUDGET
### Project Name: Stockton Climate Action Plan: Neighborhood Implementation

<table>
<thead>
<tr>
<th>High Level Activities/Milestones</th>
<th>Responsible Parties [ex: Grantee, Partner, Subcontractor, etc.]</th>
<th>Timeline [Start and End Date]</th>
<th>Total Requested Grant Funds</th>
</tr>
</thead>
</table>
| **Task 1: Initial Kick-off/Outreach** | Subtask A: City of Stockton, Third City  
Subtask B: FFSJ  
Subtask C: All  
Subtask D: All  
Subtask E: All | Start: July 2018  
End: August 2018 | $36,550 |
| **Task 2: Continued Engagement, Community Priorities** | Subtask A: FFSJ, Stand  
Subtask B: All  
Subtask C: All  
Subtask D: City of Stockton  
Subtask E: All | Start: August 2018  
End: November 2018 | $15,635 |

**Deliverables:**
- Website development
- Community outreach activities
- Community engagement events
- Draft planning area map
- Stakeholder databases

**Travel:** N/A
<table>
<thead>
<tr>
<th>Task 3: Present Findings</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtask A: Large Community Workshops/Townhalls</td>
<td>City of Stockton, Third City, PHA, Catholic Charities, FFSJ, STAND</td>
</tr>
<tr>
<td>Subtask B: Targeted/Small Community Meetings</td>
<td></td>
</tr>
<tr>
<td>Subtask C: Finalize Planning Area Map</td>
<td></td>
</tr>
<tr>
<td>Subtask D: Project Team Monthly Check-in</td>
<td></td>
</tr>
<tr>
<td><strong>Deliverables:</strong> flyers, meeting notes, sign-in sheets, 5-mile Planning Area Map (final)</td>
<td></td>
</tr>
<tr>
<td><strong>Start:</strong> August 2018</td>
<td><strong>End:</strong> September 2018</td>
</tr>
<tr>
<td><strong>Travel</strong></td>
<td><strong>N/A</strong></td>
</tr>
<tr>
<td></td>
<td><strong>$20,575</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task 4: SNP, Initial Draft</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtask A: Document Development</td>
<td>Subtask A: City of Stockton</td>
</tr>
<tr>
<td>Subtask B: Large Community Workshops/Townhalls (2)</td>
<td>Subtask B: All</td>
</tr>
<tr>
<td>Subtask C: Project Team Monthly Check-in</td>
<td>Subtask C: All</td>
</tr>
<tr>
<td><strong>Deliverables:</strong> Draft SNP, meeting notes</td>
<td></td>
</tr>
<tr>
<td><strong>Start:</strong> September 2018</td>
<td><strong>End:</strong> October 2018</td>
</tr>
<tr>
<td><strong>Travel</strong></td>
<td><strong>N/A</strong></td>
</tr>
<tr>
<td></td>
<td><strong>$14,702</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task 5: SNP, Second Draft</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtask A: Document Development</td>
<td>Subtask A: City of Stockton</td>
</tr>
<tr>
<td>Subtask B: Large Community Workshops/Townhalls</td>
<td>Subtask B: All</td>
</tr>
<tr>
<td>Subtask C: Project Team Monthly Check-in</td>
<td>Subtask C: All</td>
</tr>
<tr>
<td><strong>Deliverables:</strong> Draft SNP, meeting notes</td>
<td></td>
</tr>
<tr>
<td><strong>Start:</strong> October 2018</td>
<td><strong>End:</strong> November 2018</td>
</tr>
<tr>
<td><strong>Travel</strong></td>
<td><strong>N/A</strong></td>
</tr>
<tr>
<td></td>
<td><strong>$14,396</strong></td>
</tr>
</tbody>
</table>

Work Plan and Budget (Attachment A)
<table>
<thead>
<tr>
<th>Task 6: SNP, Final Plan + Presentation</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Subtask A:</strong> Document Development</td>
<td>Subtask A: City of Stockton</td>
</tr>
<tr>
<td><strong>Subtask B:</strong> Large Community Workshops/Townhalls (2)</td>
<td>Subtask B: All</td>
</tr>
<tr>
<td><strong>Subtask C:</strong> City Council Presentation</td>
<td>Subtask C: City of Stockton</td>
</tr>
<tr>
<td><strong>Subtask D:</strong> Project Team Monthly Check-in</td>
<td>Subtask D: All</td>
</tr>
<tr>
<td><strong>Deliverables:</strong> Final SNP, Hardcopy Final SNP, electronic presentation, meeting notes</td>
<td>Start/End: February 2018</td>
</tr>
<tr>
<td></td>
<td>$18,942</td>
</tr>
<tr>
<td><strong>Travel</strong></td>
<td>N/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task 7: Leadership Development Forum</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Subtask A:</strong> Program Development/Information/Recruitment</td>
<td>Subtask A: All</td>
</tr>
<tr>
<td><strong>Subtask B:</strong> Application</td>
<td>Subtask B: Third City</td>
</tr>
<tr>
<td><strong>Subtask C:</strong> Development Seminars</td>
<td>Subtask C: Rising Sun</td>
</tr>
<tr>
<td><strong>Subtask D:</strong> Community-oriented outreach/engagement</td>
<td>Subtask D: Third City, Rising Sun</td>
</tr>
<tr>
<td><strong>Subtask E:</strong> Plan for continued outreach/capacity</td>
<td>Subtask E: All</td>
</tr>
<tr>
<td><strong>Deliverables:</strong> Draft Outreach Plan, meeting notes</td>
<td>Start: July 2018</td>
</tr>
<tr>
<td></td>
<td>End: January 2019</td>
</tr>
<tr>
<td></td>
<td>$21,300</td>
</tr>
<tr>
<td><strong>Travel</strong></td>
<td>N/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task 8: Tree Census</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Subtask A:</strong> Focus Area + Survey Development</td>
<td>Puentes</td>
</tr>
<tr>
<td><strong>Subtask B:</strong> Site Surveys (3)</td>
<td>Start: August 2018</td>
</tr>
<tr>
<td><strong>Subtask C:</strong> Data Consolidation/Mapping/Report Creation</td>
<td>End: January 2019</td>
</tr>
<tr>
<td><strong>Deliverables:</strong> Tree Census Appendix, Map (shapefile)</td>
<td>$27,500</td>
</tr>
<tr>
<td><strong>Travel</strong></td>
<td>N/A</td>
</tr>
</tbody>
</table>

GRAND TOTAL $170,000
APPENDIX B: SURVEY RESULTS
Sustainable Neighborhood Plan
Survey 1 Review
Sustainable Neighborhood Plan Survey 1 Review

Prepared for:

Prepared by:

AmeriCorps VISTA
Xavier A. Dutye
# Table of Contents

1.0 Introduction  
2.0 Summary of Key Findings  
3.0 Data Collection  
4.0 Pollution  
5.0 Health & Food  
6.0 Transportation  
7.0 Water and Energy  
8.0 Community Ideas  
9.0 Acknowledgments
1.0 Introduction

In 2018, the City of Stockton was awarded a Transformative Climate Communities (TCC) Planning Grant in the amount of $170,000 by the Strategic Growth Council to support planning activities in the Downtown and South Stockton region. Stockton’s City Council passed the resolution for the project. Local partners within the project area are co-creating a neighborhood-level blueprint for sustainable development, updating the city’s existing tree inventory, and facilitating a community leadership program that will train residents in the area on climate-related topics. Through this process, the City of Stockton, its partners, and the community created Rise Stockton to carry the work forward beyond the planning phase.

Rise Stockton and its partners understand the importance of keeping the community’s experience as the foundation for developing the building blocks for a Sustainable Neighborhood Plan. This survey is phase 1 of 3, that will be used to gather critical insights about the ways pollution impacts the community. These insights will be used to form a community vision for projects that are not only desirable but will help alleviate the strain caused by climate change.
2.0 Summary of Key Findings

- Of the 141 responses, 62% stated they reside within the South Stockton Promise Zone.

- Pollution: Respondents believe “garbage,” “vehicles,” and “industry” are the top sources of pollution within their communities. A city-sponsored cleaning program and volunteer clean-ups were the most frequently mentioned ideas from the community as solutions to removing contaminants.

- Health & Food: Respondents listed that they experience or witness a lack of affordable/quality healthcare, no access to healthy food, and have minimum options for physical activity more than any of the other options. More grocery stores and farmer’s markets are the leading solutions for community members to improve food access in their neighborhood.

- Transportation: Increase RTD bus hours and increase routes/stops were the leading solutions provided by respondents to improve transit, but 71.2% of respondents said they do not use public transportation.

- Water and Energy: Respondents overwhelming struggle with high utility bills. The top three suggestions for improving utility issues are: lower costs, utility assistance programs, and invest in solar energy.

- Community Ideas: Youth outreach, community engagement, and better infrastructure were the most frequently mentioned topics for additional ideas to improve sustainability.
3.0 Data Collection

Surveys were created by AmeriCorps VISTA members in collaboration with Rise Stockton and their partnering organizations. From May 30th, 2019 - June 12th, 2019 surveys were administered to the community through a combination of semi-structured interviews, conducted by Rise Stockton partners and volunteers, and online self-reporting. Rise Stockton created social media posts containing a description and link to a Google Form of the survey. As a result, 141 surveys were returned and analyzed.

3.1 Demographics

![Bar chart showing zip codes of the 141 respondents]

*Figure 3.1) Zip codes of the 141 respondents*

Of the 141 responses, 62% stated they reside within the South Stockton Promise Zone. The South Stockton Promise Zone (SSPZ) contains the following zip codes: 95202, 95203, 95204, 95205, and 95206.
The South Stockton Promise Zone is an area identified as an high-impact, high-need area with the potential to overcome the socio-economic effects of poverty through strategic partnerships with public, private and nonprofit organizations.

4.0 Pollution

62% of respondents stated that Pollution is an issue in their neighborhood. Respondents believe “garbage,” “vehicles,” and “industry” are the top sources of pollution within their communities, see figure 4.1.
Participants were asked to give their opinions on how to best solve pollution within their neighborhood and in their city. A city-sponsored cleaning program and volunteer clean-ups were the most frequently mentioned ideas from the community; followed by sustainability education/outreach and more greenery (more trees and parks), see figure 4.2.
"There is too much garbage laying around in my neighborhood, I would like for my neighborhood to have a weekly or monthly clean-up sessions and from there expand to solving the garbage on a city level as well." -community member

5.0 Health and Food

Respondents listed that they experience or witness a lack of affordable/quality healthcare, no access to healthy food, and have minimum options for physical activity more than any of the other options. More grocery stores and farmer's markets are the leading solutions for community members to improve food access in their neighborhood, see Figure 5.2.

Please indicate if you or anyone in your community struggles with one or more of the issues below. *Check all that apply

- Lack of Affordable/Quality Healthcare
- Lack of Options for Physical Activity
- No Access to Healthy Food
- None of These Apply to Me
- Lack of Quality Housing
- Safety
- Education
- Financial Assistance
- Limited Recreational Opportunities

Figure 5.1) Health and Food in the community
How can we improve food access at the neighborhood and city level?

- Improve Safety: 11.5%
- Health Education/Outreach: 6.9%
- Affordable Healthy Food: 14.9%
- Cleaner Parks: 3.4%
- Expand Free Food Programs: 12.6%
- Community Gardens: 10.3%
- More Grocery Stores: 21.6%
- More Farmer's Markets: 18.4%
- Food Banks & Pantries (mobile, local): 10.3%

**Figure 5.2) Community Solutions to food access**

"more farmers markets, planting classes, more grocery stores rather than liquor stores" - community member

6.0 Transportation

77.6% of respondents reported that they do not bike and 71.2% of respondents said they do not use public transportation. However, increase RTD bus hours and routes/stops were the leading solutions provided by respondents in the free response section; provide free bus passes, add shared vehicles, and add/improve bike lanes were the next most frequently mentioned options.
Do you ride a bicycle? If so, how often?

134 responses

Figure 6.1) Community bicycle use

---

Do you use public transportation? If so, how many miles do you travel per trip?

132 responses

Figure 6.2) Community public transportation use
"Add more buses, add more stops, have those bikes/scooters that you can use like Sac and Oakland." - community member

7.0 Water and Energy

Respondents overwhelming struggle with high utility bills. The top three suggestions for improving utility issues are: lower costs, utility assistance programs, and invest in solar energy.
Please indicate if you or anyone in your community struggles with one or more of the issues below. *Check all that apply

125 responses

- High utility bills: 36.8% (90 out of 250 respondents)
- Purchase bottled water: 21.6% (46 out of 217 respondents)
- Utility shut-off (notices or other): 15.2% (19 out of 125 respondents)
- No access to clean water: 18.4% (23 out of 125 respondents)
- None of these apply to me: 1.6% (2 respondents)
- Homelessness: 0.8% (1 respondent)
- Lack of trust for tap water: 0.8% (1 respondent)
- None: 0.8% (1 respondent)
- Save water: 0.8% (1 respondent)

*Figure 7.1) Energy and water issues within the community*

**Community Suggestions to Improve Utility Costs**

- Lower Cost: 10.0% (20 out of 200 respondents)
- Utility Assistance Programs: 12.0% (24 out of 200 respondents)
- Reduce Energy Usage: 10.0% (20 out of 200 respondents)
- Invest in Solar Energy: 12.0% (24 out of 200 respondents)
- Improve Water Filtration Systems: 10.0% (20 out of 200 respondents)
- Reduce Water Usage: 10.0% (20 out of 200 respondents)
- More Outreach/Education: 5.0% (10 out of 200 respondents)
- More Trees (shade): 2.5% (5 out of 200 respondents)
- Ban Plastic Water Bottles: 2.5% (5 out of 200 respondents)

*Figure 7.2) Community solutions to improve utility cost*

"I see from time to time in my community where people live without power. There need to be more affordable plans for these people." - Community member
8.0 Community Ideas

The final question gave respondents a chance to offer any additional ideas about improving sustainability within their neighborhood and their community. Figure 8.1 captures the topics of the myriad of solutions. Youth outreach, community engagement and better infrastructure were the most frequently mentioned themes within the free response.

Figure 8.1) Additional ideas for a sustainable neighborhood

"community learning events. access to green space to grow food"

"Have better roads, sidewalks, parks and grocery stores in walking distance"

"more youth base programs and job opportunities to learn more about the world "
- community members
9.0 Acknowledgments

A special thanks to all of our partners for their hard work and participation in this study.
Sustainable Neighborhood Plan Survey 2 Review
Sustainable Neighborhood Plan Survey 2 Review

Prepared for:

STOCKTON
ROOTED | RESILIENT | RISING

Prepared by:

AmeriCorps VISTA
Xavier A. Dutye
Contents

1.0 Introduction
2.0 Community Priorities
3.0 Data Collection
4.0 Energy
5.0 Health
6.0 Parks
7.0 Safety
8.0 Transportation
9.0 Waste
10. Water
11. Community Ideas
12. Acknowledgments
1.0 Introduction

In 2018, the City of Stockton was awarded a Transformative Climate Communities (TCC) Planning Grant in the amount of $170,000 by the Strategic Growth Council to support planning activities in the Downtown and South Stockton region. Stockton’s City Council passed the resolution for the project. Local partners within the project area are co-creating a neighborhood-level blueprint for sustainable development, updating the city’s existing tree inventory, and facilitating a community leadership program that will train residents in the area on climate-related topics. Through this process, the City of Stockton, its partners, and the community created Rise Stockton to carry the work forward beyond the planning phase.

Rise Stockton and its partners understand the importance of keeping the community’s experience as the foundation for developing the building blocks for a Sustainable Neighborhood Plan. This survey is phase 2 of 2, that will be used to gather critical insights about the ways pollution impacts the community. These insights will be used to form a community vision for projects that are not only desirable but will also help alleviate the strain caused by climate change.
2.0 Community Priorities

- Energy: Learning ways to lower their utility bill
- Health: Establishing a farmers market in their neighborhood
- Parks: Improving park equipment
- Safety: Creating a neighborhood watch program
- Transportation: Safer routes to school
- Waste: Neighborhood clean-up program
- Water: Improvements to water treatment facilities
- Community Engagement: Learning more about sustainability
3.0 Data Collection

Surveys were created by AmeriCorps VISTA members in collaboration with Rise Stockton and their partnering organizations. From June 12th, 2019 - July 8th, 2019 surveys were administered to the community through a combination of semi-structured interviews, conducted by Rise Stockton partners and volunteers, and online self-reporting. Rise Stockton created social media posts containing a description and link to a Google Form of the survey. As a result, 104 surveys were collected.

3.1 Project Scoring

Respondents were asked to rank each project within its designated category (energy, healthy, parks, etc) from a scale from 1 to 3 or 1 or 4 depending on how many total options were available in that category. A score of 1 indicates that respondents believe that a project would be most helpful to their neighborhood/city; conversely, a score of 3 or 4 means that respondents believe a project to be the least helpful to their neighborhood/city.

Each rank position was then assigned a point value to calculate an overall score for each project within a category.

<table>
<thead>
<tr>
<th>Total Responses</th>
<th>Points</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rank 1</td>
<td>x</td>
<td>4pts</td>
</tr>
<tr>
<td>Rank 2</td>
<td>x</td>
<td>3pts</td>
</tr>
<tr>
<td>Rank 3</td>
<td>x</td>
<td>2pts</td>
</tr>
<tr>
<td>Rank 4</td>
<td>x</td>
<td>1pt</td>
</tr>
</tbody>
</table>

Points were then multiplied by the number of times participants ranked a project in a position, 1 - 3 or 1 - 4, to receive a score. Finally, each score was summed to give a project
its overall score. Projects with the highest overall score were chosen as priority projects for each category. A detailed table of the scoring process is shown above.

3.2 Demographics

![Zipcodes](image)

*Figure 3.1* Zip codes of all survey takers

Of the 104 responses, 64% stated they reside within the South Stockton Promise Zone. The South Stockton Promise Zone (SSPZ) contains the following zip codes: 95202, 95203, 95204, 95205, and 95206.
The South Stockton Promise Zone is an area identified as an high-impact, high-need area with the potential to overcome the socio-economic effects of poverty through strategic partnerships with public, private and nonprofit organizations.

This report will only analyze surveys collected from within the TCC boundary zone. This zone overlaps the South Stockton Promise Zone.
4.0 Energy

**Project rankings**

<table>
<thead>
<tr>
<th>Rank</th>
<th>Project</th>
<th>Overall Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>*1st</td>
<td>Learning about ways to lower your utility bill</td>
<td>185</td>
</tr>
<tr>
<td>2nd</td>
<td>Community solar project</td>
<td>169</td>
</tr>
<tr>
<td>3rd</td>
<td>Changing lights to energy efficient bulbs</td>
<td>145</td>
</tr>
<tr>
<td>4th</td>
<td>Solar water heaters</td>
<td>141</td>
</tr>
</tbody>
</table>

*Learning about ways to lower your utility bill* was included in Survey 2 as a result of the 72% of respondents from SNP Survey 1 indicating that they struggle with high utility bills.
5.0 Health

**Project Rankings**

<table>
<thead>
<tr>
<th>Rank</th>
<th>Project</th>
<th>Overall Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>*1st</td>
<td>Farmers market</td>
<td>167</td>
</tr>
<tr>
<td>2nd</td>
<td>Food bank</td>
<td>160</td>
</tr>
<tr>
<td>3rd</td>
<td>Community garden</td>
<td>160</td>
</tr>
<tr>
<td>4th</td>
<td>Healthy meal prep classes</td>
<td>145</td>
</tr>
</tbody>
</table>

*Adding a farmers market into the community is a leading solution chosen to improve healthy food access in Survey 1.*
6.0 Parks

**Project rankings**

<table>
<thead>
<tr>
<th>Rank</th>
<th>Project</th>
<th>Overall Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>*1st</td>
<td>Improved park equipment</td>
<td>178</td>
</tr>
<tr>
<td>2nd</td>
<td>Improved park lighting</td>
<td>175</td>
</tr>
<tr>
<td>3rd</td>
<td>More recycling bins</td>
<td>140</td>
</tr>
<tr>
<td>4th</td>
<td>More water fountains</td>
<td>130</td>
</tr>
</tbody>
</table>

*Park improvements are included in the Capital Improvement Plan*
7.0 Safety

Project rankings

<table>
<thead>
<tr>
<th>Rank</th>
<th>Project</th>
<th>Overall Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>Neighborhood watch program</td>
<td>134</td>
</tr>
<tr>
<td>2nd</td>
<td>Improved street lighting</td>
<td>131</td>
</tr>
<tr>
<td>3rd</td>
<td>Tree maintenance</td>
<td>108</td>
</tr>
</tbody>
</table>
8.0 Transportation

**Project rankings**

<table>
<thead>
<tr>
<th>Rank</th>
<th>Project</th>
<th>Overall Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>*1st</td>
<td>Safer routes to school</td>
<td>167</td>
</tr>
<tr>
<td>2nd</td>
<td>Improved street pavement</td>
<td>166</td>
</tr>
<tr>
<td>3rd</td>
<td>More bus routes</td>
<td>150</td>
</tr>
<tr>
<td>4th</td>
<td>Longer bus operation hours</td>
<td>147</td>
</tr>
</tbody>
</table>

*Safe routes to school is listed in the Climate Action Plan.*
9.0 Waste

<table>
<thead>
<tr>
<th>Rank</th>
<th>Project</th>
<th>Overall Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>*1st</td>
<td>Neighborhood clean-up program</td>
<td>190</td>
</tr>
<tr>
<td>2nd</td>
<td>Recycling program</td>
<td>164</td>
</tr>
<tr>
<td>3rd</td>
<td>Green waste/composting program</td>
<td>162</td>
</tr>
<tr>
<td>4th</td>
<td>Low emission garbage trucks</td>
<td>124</td>
</tr>
</tbody>
</table>

*A cleanup program is listed on Survey 1 as a leading solution to reducing waste.*
# 10. Water

## Project rankings

![Bar chart showing project rankings](chart.png)

<table>
<thead>
<tr>
<th>Rank</th>
<th>Project</th>
<th>Overall Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>*1st</td>
<td>Improvements to water treatment facilities</td>
<td>130</td>
</tr>
<tr>
<td>2nd</td>
<td>Installing water efficient irrigation</td>
<td>129</td>
</tr>
<tr>
<td>3rd</td>
<td>Installing water efficient appliances</td>
<td>125</td>
</tr>
</tbody>
</table>

*Improvements to water treatment facilities is listed on both the Climate Action Plan and the Capital Improvement Plan.*
11. Community Engagement

Project rankings

<table>
<thead>
<tr>
<th>Number of times ranked</th>
<th>Training for environmental friendly careers</th>
<th>Learning more about sustainability</th>
<th>Joining a neighborhood planning group</th>
<th>Learning more about city projects</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Rank</th>
<th>Project</th>
<th>Overall Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>Learning more about sustainability</td>
<td>170</td>
</tr>
<tr>
<td>2nd</td>
<td>Learning more about city projects</td>
<td>164</td>
</tr>
<tr>
<td>3rd</td>
<td>Training for environmental friendly careers</td>
<td>159</td>
</tr>
<tr>
<td>4th</td>
<td>Joining a neighborhood planning group</td>
<td>147</td>
</tr>
</tbody>
</table>
12. Acknowledgments

A special thanks to all of our partners for their hard work and participation in this study.
APPENDIX C: UPDATED TREE CENSUS REPORT
Rise Stockton

Stockton Tree Census Report

Prepared by
Aimee Hutton & Xavier Dutye
Contents

1.0 Executive Summary
2.0 Introduction
3.0 Methods
4.0 Results
5.0 Limitations
6.0 Future Work
7.0 Conclusion
8.0 Acknowledgments
9.0 Appendices
   Appendix 1: Brookside Tree Maps
   Appendix 2: Fremont Tree Maps
   Appendix 3: Sierra Vista Tree Maps
   Appendix 4: Tree Health Assessment Guide
   Appendix 5: Stockton Tree Identification Guide
   Appendix 6: Census Data Sheet
   Appendix 7: Trees Surveyed by Species
   Appendix 8: List of Characteristics Measured for Site Selection
1.0 Executive Summary

Trees within the City of Stockton contribute to the quality of life of all Stocktonians. The benefits of trees are numerous; they improve health by cleaning the air, raise the property values of homes, provide shade and help reduce energy consumption, and boost water quality & drainage. Since 2012, the City of Stockton has divested from planting and maintaining street trees. If left unkempt, communities will not be able to capitalize on the many benefits of trees. The effects of climate change and pollution will become more pronounced in areas with fewer trees and impact Stockton’s most disadvantaged residents the harshest.

This report is a review of the 2019 Tree Inventory done by PUENTES, on behalf of Rise Stockton. The 2019 Tree Inventory is a combination of research done by a team of students from Stanford University and three-day data collection effort by PUENTES and their volunteers. The goal of this project was to document street tree health since the 2011 Stockton Tree Census across three project sites: Brookside, Fremont, and the Sierra Vista housing project. Brookside served as the control for this study, while Fremont and Sierra Vista sites are located within the Transformative Climate Communities Planning Grant area and the South Stockton Promise Zone.

A total of 586 trees, 61 tree species were surveyed in the project area. The condition of all the trees surveyed within the three project sites (Brookside, Fremont, and Sierra Vista) are as follows: 73.7% Good, 21.6% Fair, 4.1% Poor, and 0.6% Dead. Since the 2011 Tree Census, a total of 51 trees across all project sites have been removed or cut down to a stump. The Sierra Vista site has the lowest tree density of all sites and the highest percentage of tree removals among all sites. Although the majority of trees in every site were in Good condition, our findings were consistent with our hypothesis that the condition of trees in disadvantaged communities would be worse than in the control. Residents of these neighborhoods who already face economic and social hardship face the additional hardship posed by living in communities that do not benefit from the advantages trees provide listed above and more.

We recommend an increase in public-private investment in the City of Stockton’s urban forestry. A partnership between volunteers, nonprofits, agencies, businesses, and the City can help alleviate some of the financial burden of forestry management and tree plantings, foster environmental stewardship within the community, and improve public knowledge of the benefits of trees in Stockton.
2.0 Introduction

In 2018, the City of Stockton was awarded a Transformative Climate Communities (TCC) Planning Grant in the amount of $170,000 by the Strategic Growth Council to support planning activities in the Downtown and South Stockton region. Stockton’s City Council passed the resolution for the project. Through this process, the City of Stockton, its partners, and the community created Rise Stockton to carry the work forward beyond the planning phase. As a partner to Rise Stockton, PUENTES, was tasked with updating the city’s existing tree inventory. This report will examine the condition of trees within three sites: Brookside, Fremont, and Sierra Vista.
3.0 Methods

The Stockton Tree Census is a sample survey of the street trees in three sites in Stockton: two within the TCC Planning Grant project area and a control site outside the project area. The two sites within the project area were selected utilizing data analysis conducted by a team of Stanford students. The control site was selected with input from Rise Stockton partners. Drone mapping company Hivemapper provided high quality drone footage of the project area and access to their proprietary software. This software can overlay drone imagery over satellite imagery, previous drone footage, or LiDAR data to highlight changes over time. Finally, volunteer fieldworkers collected data in the three sites on the condition of individual trees surveyed in the previous tree census as well as trees planted more recently.

Stanford Analysis and Site Selection

Potential sites were first narrowed to sixteen neighborhoods with pre-existing or possible future relationships with PUENTES. A deeper understanding of the street trees in these neighborhoods would support future forestry and climate equity projects in these areas. The analytical research conducted by the Stanford team provided an empirical basis for determining the neighborhoods with the most need for increased forestry investment. Working from the 2011 Stockton Tree Census, the Stanford team used i-Tree Eco v6 and i-Tree Landscape--free, peer-reviewed software developed by the USDA Forest Service and other forestry experts--to determine the ecological and economic benefits of trees in the potential sites. They also utilized census data from the American Community Survey to provide demographic information such as median income. CalEnviroScreen 3.0 was used to determine the pollution burden according to census tract. See Appendix 9 for a complete list of the metrics used for site selection. Fieldworker safety (i.e., lack of sidewalks or high levels of traffic), partner input, and potential to recruit volunteers were also taken into account. Taking all of these factors into consideration, the streets surrounding Fremont Elementary School and the Sierra Vista Housing Authority were selected as the two project area sites, and Brookside Elementary was selected as the control site.

Hivemapper

During the site selection process, Will Urbina of Hivemapper collected drone footage of Stockton. Footage was collected on March 14, 2019 over a 7 hour period. The areas of Stockton captured in drone footage focused on areas of future development, commercial use, and residential areas both within the project area and without. Parts of the Airport Way corridor, the San Joaquin County fairgrounds, Downtown Stockton, streets around Van Buren and Fremont Elementary Schools, and the Swenson Golf Course were included. The footage was then processed by Hivemapper and layered over LiDAR data to reveal changes.
Fieldwork Methodology

The fieldwork census data was collected by a group of volunteers over three 2-hour sessions. Volunteers were recruited through email, social media, community center outreach, and flyering. Volunteers received a $50 stipend per day or $200 for three days of participation. Volunteers were given a tree species identification guide, health assessment guide, maps of the trees recorded in the 2011 Stockton Tree Census, and datasheets to record their data; see Appendices 1-6 for all data collection materials. Before each fieldwork session, there was a brief training on how to collect and record data. Volunteers were asked to locate previously recorded trees as well as trees planted since the 2011 census and record the condition of the trees (i.e., good, fair, or poor). Volunteers were also asked to record if a tree was dead, removed, or a stump, if applicable. The location of newly planted trees was recorded by listing the house number closest to the tree. This data was then digitized and used to quantify several factors including the condition of the trees in the three sites, the number of removals, and the number of trees. At the end of each fieldwork session, a short debrief was held to gather impressions and feedback from volunteer participants about the condition of trees in each site as well as the fieldwork experience.
4.0 Results

A total of 586 trees were surveyed in the 2019 Stockton Tree Census. Sixty-eight of these had missing data and were removed from the results. There were 61 different species of trees surveyed. The most common species present in the three sites are the Chinese pistache (11.8%), London plane tree (10.4%), Crape myrtle (7.7%), Queen palm (5.3%), and Modesto ash (4.6%); these species account for 39.8% of all trees surveyed. The condition of all the trees surveyed within the three project sites (Brookside, Fremont, and Sierra Vista) are as follows: 73.7% Good, 21.6% Fair, 4.1% Poor, and 0.6% Dead; see Figure 4.1. Although the majority of the trees in each site were in good condition, our hypothesis that trees in more economically disadvantaged areas (i.e., Fremont and Sierra Vista) would be in worse condition that those in the control (i.e., Brookside).

Figure 4.1- Condition of all tree surveyed within Brookside, Fremont, and Sierra Vista, 2019.

Since the 2011 Tree Census, 51 (8.7%) trees previously recorded at the three sites have been removed or cut down to a stump (Note: only one of these is a stump). Brookside accounts for the highest number of removals (21 trees), but Sierra Vista experienced the highest percentage of tree removals (12%) despite having the lowest number of removals (11 trees); see Figure 4.2 and Figure 4.3 for a comparison of number of removals and percentage of trees removed.
Volunteer fieldworkers recorded 32 trees as newly planted. However, due to confusion among fieldworkers about newly planted trees versus trees which were not recorded in the previous census because they are not considered street trees, we have chosen to limit our discussion of these results. This confusion is discussed further in the Limitations section below. It is noteworthy that of
the trees that have been removed since the 2011 census, only one has been replaced with a new tree.

Brookside
Brookside served as the control site for this study with 209 trees surveyed (35.7% of the total amount surveyed). This project area had the highest number of trees in good health at 154 (82.8%), see Figure 4.4 below. As stated above, 21 (10%) of the trees surveyed at this site had been removed. This constituted the highest number of tree removals, but the second highest percentage of removals. Fieldworkers observed that the trees at the Brookside site seemed much more intentionally planned and maintained than in the other two sites. They also observed that this was the only site with trees planted between the street and the sidewalk. These trees provide an extra layer of safety between cars and pedestrians and improve walkability.

Figure 4.4 - Condition of trees surveyed in Brookside, 2019.

Fremont
The Fremont site accounted for the largest portion of the total trees surveyed with 285 trees (48.6%). The condition of the trees surveyed in Fremont were as follows: 143 (68.4%) Good, 57 (27.3%) Fair, 7 (3.3%) Poor, and 2 (1%) Dead. Of the trees previously recorded at this site, 19 have been removed. During the debriefing session, volunteers expressed surprise at the number of trees
in the area. Homeowners have also planted new trees on their property. These would not be considered street trees and would not need to be managed by the city. Volunteers also described the trees and general vegetation as more overgrown and undermanaged than in other sites.

![Condition of Trees Surveyed in Fremont](image)

*Figure 4.5* Condition of trees surveyed in Fremont, 2019.

**Sierra Vista**

Sierra Vista had the least amount of trees in this study, 92 trees, accounting for only 15.7% of the total surveyed. Sierra Vista also had the lowest percentage of trees in good health of the three sites, 65.8%. As stated above, 11 (12%) trees recorded previously have been removed since the 2011 census. Sierra Vista was the only site in which volunteers mentioned a high number of tree removals during the debrief, although it had the lowest number of removals. This more than likely reflects the low number of trees in this neighborhood to begin with. Volunteers’ primary comment about Sierra Vista was a significant lack of trees compared to the other two sites. However, volunteers also noted that both the Sierra Vista Housing Authority and Delta Health Care facilities have planted trees on their property.
Benefits Loss

Hivemapper

Figure 4.7 depicts the 2D map available on Hivemapper’s website. Sections highlighted in purple indicate areas captured in drone footage on March 14, 2019. Figure 4.8 is an example of the 3D map generated from the collected footage. Users can also select a point on the 3D map to view video footage from multiple angles of an area of interest. Hivemapper’s software detected changes between previously collected LiDAR data and the drone footage; see Figure 4.9 for an example. Hivemapper’s work also provided a wealth of high resolution video imagery of Stockton. To view the complete 3D map, drone footage, and change detection, visit this website: https://bit.ly/2XNAe82.
Figure 4.7- 2D map depicting the areas drone footage was captured by Hivemapper.

Figure 4.8- 3D map generated from drone footage. Images on the right are video footage of the yellow point selected on the 3D map.
Figure 4.9- Screenshot of Hivemapper website with change detection turned on. Sections highlighted in green indicate where change has occurred.
5.0 Limitations

While the imagery provided by Hivemapper is compelling, there are a few limiting factors with regard to change detection. Unfortunately, for reasons unknown, the LiDAR data is undated. Therefore, we cannot draw conclusions about the time frame of the changes that have occurred between when LiDAR data was collected and drone footage was taken. Furthermore, by Hivemapper’s own admission, it is difficult to measure tree branches without leaves, especially against LiDAR data.

Although volunteers were motivated and willing to learn, the quality of the data collected by fieldworkers would likely be improved by more extended training. There was significant confusion around how to identify tree species, how to differentiate between street trees and non-street trees, and how to evaluate tree health. As mentioned above, fieldworkers were asked to record any trees that have been planted since the 2011 tree census. However, it became clear that many of the trees recorded as newly planted were in fact trees not included in the previous census because they are not considered street trees. Regarding the health assessment, certain volunteers recorded every tree as being in Good condition. Although this is possible, it is likely a result of a lack of familiarity with common indicators of Poor or Fair health in trees. In the future, visual aids in addition to the text-based guide would likely alleviate this misunderstanding. Another issue was missing or incorrectly recorded data, although this seemed to improve over the three sessions. On the first day of fieldwork, about 20% of the trees volunteers were asked to survey were not reported correctly. However, this issue was far less significant at the other two sites.
6.0 Future Work

Incontrovertibly, a current and accurate tree inventory is necessary for proper urban forestry management. In light of the financial issues facing the City of Stockton over the past decade or so, we believe a public-private collaboration is a viable solution to increasing investment in Stockton’s tree canopy. Despite the issues encountered in this volunteer tree census, we believe with the proper training, it is possible to complete a full tree inventory with volunteer fieldworkers. Cities such as San Francisco and New York City have already done so with great success. These programs also encourage forestry stewardship from volunteers, nonprofits, and local businesses in the form of watering, weeding, mulching, etc. The outreach and education conducted by Rise Stockton and its partners is already laying the groundwork to build a community coalition to begin reinvesting in Stockton’s urban tree canopy among other environmental equity projects.

The presence of recently planted trees in Fremont and Sierra Vista indicate a desire for more trees in these neighborhoods. Furthermore, it indicates a willingness by both private homeowners and public agencies to care for and manage some trees on their own. In areas like the Sierra Vista site with very low tree density, energy should be focused on strategies to plant more trees. In addition to city-sponsored plantings, other agencies, businesses, and property owners should be counselled on the many benefits of trees and encouraged to follow in the footsteps of groups like the Sierra Vista Housing Authority. In areas like the Fremont site which have quite a few trees, the focus should be on improving management. Studies show that in addition to the ecological benefits trees provide, trees can improve public safety, lower rates of crime, and improve property values, but only when they are well-maintained.
7.0 Conclusion

The primary intent of the 2019 Stockton Tree Census was to document and compare the state of street trees in three neighborhoods of Stockton. In addition to a better understanding of the tree canopy in these three sites, one of the most valuable aspects of the census was the opportunity to engage the community in the fieldwork. Volunteers were able to learn more about different species of trees and indicators of tree health. They also got a chance to gain a new perspective on Stockton’s collective built green environment. Increased public-private investment in Stockton’s trees can not only rectify the deficit in ecological benefits in disadvantaged communities but provide enriching experiences for community members given the opportunity to participate in forestry projects.
8.0 Acknowledgements

We would like to thank Aaron Jiang, Julie Fukunaga, Rachel Galowich, and Tracy Li of the Stanford University team whose research was foundational to the creation of this report; the many volunteers who participated in collecting tree data; and Amanda Ford of Rise Stockton and Jasmine Leek of Third City Coalition for their support.
Appendix 1: Brookside Tree Maps

**CAROUSEL CIRCLE / CAROUSEL CT / CHARIOT CT**

- 01 - Crape Myrtle
- 02 - Crape Myrtle
- 03 - Cherry spp.
- 04 - Cherry spp.
- 05 - Cherry spp.
- 06 - Flowering Crabapple
- 07 - Chinese Pistache
- 08 - Chinese Pistache
- 09 - Chinese Pistache
- 10 - Chinese Pistache
- 11 - Chinese Pistache
- 12 - Chinese Pistache
- 13 - Chinese Pistache
- 14 - Chinese Pistache
- 15 - White Birch
- 16 - Chinese Pistache
- 17 - Chinese Pistache
- 18 - Chinese Pistache
- 19 - Chinese Pistache
- 20 - Chinese Pistache
- 21 - Chinese Pistache
- 22 - Chinese Pistache
- 23 - Chinese Pistache
- 24 - Chitalpa
- 25 - Chinese Pistache
- 26 - Chinese Pistache
- 27 - American Sweetgum
- 28 - Chinese Pistache
- 29 - Chinese Pistache
- 30 - Chinese Pistache
- 31 - Chinese Pistache
- 32 - Chinese Pistache
- 33 - Ornamental Pear
- 34 - Chinese Pistache
- 35 - Chinese Pistache
- 36 - Chinese Pistache
- 37 - Chinese Pistache
- 38 - Chinese Pistache
- 39 - Chinese Pistache
- 40 - Chinese Pistache
- 41 - Chinese Pistache
- 42 - Chinese Pistache

---

**BROOKSIDE ROAD**

From Gleneagles Dr

- All London Plane Tree
- Count: 53
BROOKSIDE ROAD
To Feather River Dr

FEATHER RIVER DR / BOULDER CREEK CIRCLE
From Brookside Rd to Boulder Creek Circle
Appendix 2: Fremont Tree Maps

LAUREL STREET / WATTS AVENUE
From Flora to Fremont

GRATTAN AVE / D STREET
From Flora to Fremont
FLORA ST / PARK ST
From Belvedere to Filbert

01 - Italian Cypress
02 - Italian Cypress
03 - Italian Cypress
04 - Italian Cypress
05 - Italian Cypress
06 - Western Catalpa
07 - Glossy Privet
08 - Western Catalpa
09 - Shamel Ash
10 - Western Catalpa
11 - Common Hackberry
12 - Common Hackberry
13 - Edible Loquat
14 - Southern Magnolia
15 - Southern Magnolia
16 - Ash spp.
17 - Hybrid Elm
18 - Common Hackberry
19 - Littleleaf Linden
20 - Littleleaf Linden
21 - Japanese Maple
22 - Maple spp.
23 - American Sweetgum
24 - Queen Palm
25 - Queen Palm
26 - Queen Palm
27 - Queen Palm
28 - Modesto Ash
29 - Aleppo Pine
30 - Common Hackberry
31 - Chinese Pistache
32 - Chinese Pistache
33 - Chinese Pistache
34 - Chinese Pistache
35 - Chinese Pistache
36 - Chinese Pistache
37 - Chinese Pistache
38 - Italian Cypress
39 - Chinese Pistache
40 - Chinese Pistache
41 - Crape Myrtle
42 - Crape Myrtle
43 - Chinese Pistache
44 - Italian Cypress
45 - Italian Cypress
46 - Common Hackberry

ACACIA ST / POPLAR ST / FLORA ST
From D St to F St

01 - Sh. Ash
02 - S. Maple
03 - Corn Hack.
04 - Ray. Ash
05 - S. Maple
06 - C. Pistache
07 - S. Maple
08 - C. Pistache
09 - C. Pistache
10 - C. Pistache
11 - C. Pistache
12 - S. Maple
13 - S. Maple
14 - G. Privet
15 - Mx. Palm
16 - S. Maple
17 - S. Maple
18 - Ray. Ash
19 - Mulberry
20 - Mulberry
21 - Ray. Ash
22 - Ray. Ash
23 - Corn Hack.
24 - S. Maple
25 - S. Maple
26 - Corn Hack.
27 - I. Cedar
28 - I. Cedar
29 - S. Maple
30 - Sh. Ash
31 - Corn Hack.
32 - C. Myrtle
33 - S. Maple
34 - C. Pistache
35 - W. Syca
36 - W. Syca
37 - W. Syca
38 - W. Syca
39 - W. Syca
40 - Corn Hack.
41 - W. Syca
42 - Ash spp.
43 - Unknown
44 - Unknown
45 - E. Loquat
46 - Ash spp.
47 - Ray. Ash.
48 - Ash spp.
49 - W. Syca
50 - Ash spp.
51 - Corn Hack.
52 - Corn Hack.
53 - W. Syca
54 - I. Cypress
55 - W. Syca
56 - W. Syca
57 - Ash spp.
58 - Mix. Palm
59 - Ash spp.
60 - Mix. Palm
61 - Mulberry
62 - Corn Hack.
63 - Mulberry
64 - Corn Hack.
65 - W. Syca
66 - W. Syca
67 - W. Syca
68 - W. Syca
69 - Mod. Ash
70 - G. Privet
71 - Valley Oak
72 - Blue Potato
73 - S. Maple
74 - S. Maple
75 - Sh. Ash
76 - Ash spp.
77 - Ash spp.
78 - Valley Oak
79 - Corn Hack.
80 - Corn Hack
81 - Am. Sweet.
82 - Mod. Ash
83 - Mod. Ash
84 - Corn Hack
85 - Valley Oak
86 - Citrus
Appendix 3: Sierra Vista Tree Maps

BELLEVUE AVE / PHELPS ST / ARriba RD / 11TH ST / VOLNEY ST / VIVA PZ
From Tenth St to Eleventh St

11TH ST / TIFFANY ST / ORVILLE ST / 12TH ST
East-West From Bellevue Ave / North-South From 11th St to 12th St
ANNE ST / FIESTA PZ / TIFFANY ST / 10TH ST
From Tenth St to Eleventh St

01 - Ornamental Pear
02 - Red Maple
03 - Red Oak
04 - Chinese Hackberry
05 - Ornamental Pear
06 - Ornamental Pear
07 - Ornamental Pear
08 - Modesto Ash
09 - Modesto Ash
10 - Modesto Ash
11 - Scarlet Oak
12 - Black Locust

12TH ST
From Belleview Ave to Phelps St

01 - Chinese Hackberry
02 - Ornamental Pear
03 - Tree-Of-Heaven
04 - Tree-Of-Heaven
05 - Modesto Ash
A FIVE-STEP GUIDE TO
TREE HEALTH ASSESSMENT

Step 1: Check the Roots
- Are there soft spots or visible signs of decay?
- Look where the roots meet the trunk. Is bark missing, falling off, or broken?

Step 2: Check the Trunk
- Are there any large holes or cracks in the trunk?
- Is the bark peeling or falling off?

Step 3: Check the Branches
- Are there any dead or broken branches?
- Are there any branches with no bark or no signs of new leaf or bud growth?

Step 4: Check the Leaves
- Are the leaves and stems wilting?
- Are the leaves the proper color, shape, and size?

Step 5: Check for Insects or Disease
- Are there visible insects on the tree?
- Holes in the bark, branches, or leaves?
- Are there growths on the branches? A lack of fruit or flowers?

IF YOU ANSWERED YES TO ANY OF THESE QUESTIONS, CHECK WITH AN ARBORIST FOR NEXT STEPS.
Appendix 5: Stockton Street Tree Identification Guide

**Most Common Stockton Street Trees**

<table>
<thead>
<tr>
<th>Tree Type</th>
<th>Image</th>
<th>Diameter</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chinese Pistache</td>
<td><img src="image" alt="Chinese Pistache" /></td>
<td>8-10&quot;</td>
</tr>
<tr>
<td>Crape Myrtle</td>
<td><img src="image" alt="Crape Myrtle" /></td>
<td>2-4&quot;</td>
</tr>
<tr>
<td>London Planetree</td>
<td><img src="image" alt="London Planetree" /></td>
<td>5-10&quot;</td>
</tr>
<tr>
<td>Chinese Hackberry</td>
<td><img src="image" alt="Chinese Hackberry" /></td>
<td>2-5&quot;</td>
</tr>
<tr>
<td>Ornamental Pear</td>
<td><img src="image" alt="Ornamental Pear" /></td>
<td>1.5-3&quot;</td>
</tr>
<tr>
<td>American Sweetgum</td>
<td><img src="image" alt="American Sweetgum" /></td>
<td>3-7&quot;</td>
</tr>
<tr>
<td>Southern Magnolia</td>
<td><img src="image" alt="Southern Magnolia" /></td>
<td>5-10&quot;</td>
</tr>
<tr>
<td>Modesto Ash</td>
<td><img src="image" alt="Modesto Ash" /></td>
<td>4-10&quot;</td>
</tr>
<tr>
<td>Saw-Leaf Zeikova</td>
<td><img src="image" alt="Saw-Leaf Zeikova" /></td>
<td>1-2&quot;</td>
</tr>
<tr>
<td>Coast Redwood</td>
<td><img src="image" alt="Coast Redwood" /></td>
<td>1/2&quot;</td>
</tr>
</tbody>
</table>

**Broadleaf Trees**

<table>
<thead>
<tr>
<th>Arrangement</th>
<th>Structure</th>
<th>Margins</th>
</tr>
</thead>
<tbody>
<tr>
<td>Opposite</td>
<td>Alternate</td>
<td>Simple</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Compound</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Entire</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Toothed</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Lobe</td>
</tr>
</tbody>
</table>

**Simple - Opposite**

<table>
<thead>
<tr>
<th>Tree Type</th>
<th>Image</th>
<th>Diameter</th>
</tr>
</thead>
<tbody>
<tr>
<td>Silver Maple</td>
<td><img src="image" alt="Silver Maple" /></td>
<td>3-6&quot;</td>
</tr>
<tr>
<td>Japanese Maple</td>
<td><img src="image" alt="Japanese Maple" /></td>
<td>1.5-5&quot;</td>
</tr>
<tr>
<td>Red Maple</td>
<td><img src="image" alt="Red Maple" /></td>
<td>2-4&quot;</td>
</tr>
<tr>
<td>Empress Tree</td>
<td><img src="image" alt="Empress Tree" /></td>
<td>sometimes lobed 6-16&quot;</td>
</tr>
<tr>
<td>Glossy Privet</td>
<td><img src="image" alt="Glossy Privet" /></td>
<td>2.5-7&quot;</td>
</tr>
<tr>
<td>Western Catalpa</td>
<td><img src="image" alt="Western Catalpa" /></td>
<td>8-12&quot;</td>
</tr>
</tbody>
</table>

**Simple - Alternate**

<table>
<thead>
<tr>
<th>Tree Type</th>
<th>Image</th>
<th>Diameter</th>
</tr>
</thead>
<tbody>
<tr>
<td>Valley Oak</td>
<td><img src="image" alt="Valley Oak" /></td>
<td>2-4&quot;</td>
</tr>
<tr>
<td>English Hawthorn</td>
<td><img src="image" alt="English Hawthorn" /></td>
<td>1-2.5&quot;</td>
</tr>
<tr>
<td>Western Sycamore</td>
<td><img src="image" alt="Western Sycamore" /></td>
<td>6-12&quot;</td>
</tr>
<tr>
<td>Edible Fig</td>
<td><img src="image" alt="Edible Fig" /></td>
<td>5-10&quot;</td>
</tr>
<tr>
<td>Tuliptree</td>
<td><img src="image" alt="Tuliptree" /></td>
<td>5-6&quot;</td>
</tr>
<tr>
<td>Scarlet Oak</td>
<td><img src="image" alt="Scarlet Oak" /></td>
<td>3-6&quot;</td>
</tr>
</tbody>
</table>

**Lobed - Toothed**

<table>
<thead>
<tr>
<th>Tree Type</th>
<th>Image</th>
<th>Diameter</th>
</tr>
</thead>
<tbody>
<tr>
<td>Red Oak</td>
<td><img src="image" alt="Red Oak" /></td>
<td>5-10&quot;</td>
</tr>
<tr>
<td>Littleleaf Linden</td>
<td><img src="image" alt="Littleleaf Linden" /></td>
<td>1-3&quot;</td>
</tr>
<tr>
<td>Japanese Flowering Cherry</td>
<td><img src="image" alt="Japanese Flowering Cherry" /></td>
<td>2-5&quot;</td>
</tr>
<tr>
<td>White Birch</td>
<td><img src="image" alt="White Birch" /></td>
<td>1-3&quot;</td>
</tr>
<tr>
<td>Purple-Leaf Plum</td>
<td><img src="image" alt="Purple-Leaf Plum" /></td>
<td>1.5-2.5&quot;</td>
</tr>
<tr>
<td>Siberian Elm</td>
<td><img src="image" alt="Siberian Elm" /></td>
<td>1-3&quot;</td>
</tr>
</tbody>
</table>
### TOOTHED

<table>
<thead>
<tr>
<th>Mulberry spp.</th>
<th>Japanese White Birch</th>
<th>Edible Loquat</th>
<th>Common Hackberry</th>
<th>European Plum</th>
<th>Evergreen Pear</th>
</tr>
</thead>
<tbody>
<tr>
<td>sometimes lobed, irregular</td>
<td></td>
<td>leathery, brown underside</td>
<td>deep ridges in bark</td>
<td>2-4&quot;</td>
<td>deep ridges in bark</td>
</tr>
<tr>
<td>1-3&quot;</td>
<td></td>
<td>4-10&quot;</td>
<td></td>
<td>2-5&quot;</td>
<td>3-4&quot;</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Interior Live Oak</th>
<th>Mayten Tree</th>
<th>Weeping Willow</th>
<th>Hybrid Elm</th>
<th>Coast Live Oak</th>
</tr>
</thead>
<tbody>
<tr>
<td>sometimes entire</td>
<td>1-2&quot;</td>
<td>ground-sweeping branches</td>
<td>1-3&quot;</td>
<td>1-3&quot;</td>
</tr>
</tbody>
</table>

### ENTIRE

<table>
<thead>
<tr>
<th>Camphor Tree</th>
<th>Weeping Bottlebrush</th>
<th>Citrus</th>
<th>Avocado</th>
<th>Spanish Dagger</th>
</tr>
</thead>
<tbody>
<tr>
<td>closely arranged leaves</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### COMPOUND

### OPPOSITE - TOOTHED

<table>
<thead>
<tr>
<th>Shamel Ash</th>
<th>Flame Tree</th>
<th>Raywood Ash</th>
<th>Black Locust</th>
<th>Tree-Of-Heaven</th>
<th>Honey Locust</th>
</tr>
</thead>
<tbody>
<tr>
<td>8-12&quot;</td>
<td></td>
<td>fruitless</td>
<td>thorny</td>
<td>4-8&quot;</td>
<td>thorny trunk and branches</td>
</tr>
<tr>
<td>15&quot;</td>
<td></td>
<td>6-14&quot;</td>
<td></td>
<td>1-4</td>
<td></td>
</tr>
</tbody>
</table>

### ALTERNATE - ENTIRE

<table>
<thead>
<tr>
<th>English Walnut</th>
<th>Mexican Palo Verde</th>
<th>Mexican Fan Palm</th>
<th>California Fan Palm</th>
<th>Queen Palm</th>
<th>Canary Island Palm</th>
</tr>
</thead>
<tbody>
<tr>
<td>10-16&quot;</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### PALMS

<table>
<thead>
<tr>
<th>Juniper</th>
<th>Incense Cedar</th>
<th>Italian Cypress</th>
<th>Deodar Cedar</th>
<th>Aleppo Pine</th>
<th>Scotch Pine</th>
</tr>
</thead>
<tbody>
<tr>
<td>scale-y leaves or needles</td>
<td>upright branching</td>
<td>very narrow, upright form</td>
<td>1-2&quot;</td>
<td>2.5-5&quot;</td>
<td>1-2&quot;</td>
</tr>
<tr>
<td>&lt;1&quot;</td>
<td>&lt;1&quot;</td>
<td>&lt;1&quot;</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Photo credit: Leafsnap and SelecTree
Appendix 6: Census Data Sheet

<table>
<thead>
<tr>
<th>Map #</th>
<th>Tree Species</th>
<th>Condition (Good, Fair, Poor)</th>
<th>Dead?</th>
<th>Stump?</th>
<th>Removed?</th>
<th>New?</th>
<th>If new, house #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Appendix 7: Trees Surveyed by Species

<table>
<thead>
<tr>
<th>Species Common Name</th>
<th>Fremont</th>
<th>Brookside</th>
<th>Sierra Vista</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>ash spp.</td>
<td>12</td>
<td>0</td>
<td>0</td>
<td>12</td>
</tr>
<tr>
<td>ash, modesto</td>
<td>12</td>
<td>0</td>
<td>15</td>
<td>27</td>
</tr>
<tr>
<td>ash, moraine</td>
<td>0</td>
<td>12</td>
<td>0</td>
<td>12</td>
</tr>
<tr>
<td>ash, raywood</td>
<td>5</td>
<td>8</td>
<td>2</td>
<td>15</td>
</tr>
<tr>
<td>ash, shamel</td>
<td>16</td>
<td>1</td>
<td>1</td>
<td>18</td>
</tr>
<tr>
<td>avocado spp.</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>2</td>
</tr>
<tr>
<td>birch, white</td>
<td>2</td>
<td>8</td>
<td>0</td>
<td>10</td>
</tr>
<tr>
<td>Blue Potato Bush</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>camphor tree</td>
<td>5</td>
<td>0</td>
<td>0</td>
<td>5</td>
</tr>
<tr>
<td>catalpa, western</td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>4</td>
</tr>
<tr>
<td>cedar, deodar</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>2</td>
</tr>
<tr>
<td>cedar, incense</td>
<td>8</td>
<td>0</td>
<td>0</td>
<td>8</td>
</tr>
<tr>
<td>cherry, Japanese flowering</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>cherry, spp.</td>
<td>0</td>
<td>4</td>
<td>0</td>
<td>4</td>
</tr>
<tr>
<td>chitalpa</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>citrus</td>
<td>3</td>
<td>0</td>
<td>0</td>
<td>3</td>
</tr>
<tr>
<td>crabapple, flowering</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>crape myrtle</td>
<td>12</td>
<td>28</td>
<td>5</td>
<td>45</td>
</tr>
<tr>
<td>cypress, Italian</td>
<td>13</td>
<td>0</td>
<td>0</td>
<td>13</td>
</tr>
<tr>
<td>elm, hybrid</td>
<td>3</td>
<td>0</td>
<td>0</td>
<td>3</td>
</tr>
<tr>
<td>elm, Siberian</td>
<td>1</td>
<td>0</td>
<td>3</td>
<td>4</td>
</tr>
<tr>
<td>fig, edible</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>hackberry, Chinese</td>
<td>0</td>
<td>0</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>hackberry, common</td>
<td>19</td>
<td>0</td>
<td>0</td>
<td>19</td>
</tr>
<tr>
<td>hawthorn, English</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>juniper</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>linden, little-leaf</td>
<td>3</td>
<td>0</td>
<td>5</td>
<td>8</td>
</tr>
<tr>
<td>locust, black</td>
<td>0</td>
<td>0</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>locust, honey</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Tree Type</td>
<td>Number</td>
<td>Flowers</td>
<td>Fruits</td>
<td>Tree Stems</td>
</tr>
<tr>
<td>------------------------</td>
<td>--------</td>
<td>---------</td>
<td>--------</td>
<td>------------</td>
</tr>
<tr>
<td>London plane tree</td>
<td>2</td>
<td>58</td>
<td>1</td>
<td>61</td>
</tr>
<tr>
<td>loquat, edible</td>
<td>3</td>
<td>0</td>
<td>2</td>
<td>5</td>
</tr>
<tr>
<td>magnolia, southern</td>
<td>2</td>
<td>0</td>
<td>1</td>
<td>3</td>
</tr>
<tr>
<td>maple, Japanese</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>maple, red</td>
<td>0</td>
<td>0</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>maple, silver</td>
<td>16</td>
<td>1</td>
<td>0</td>
<td>17</td>
</tr>
<tr>
<td>maple, spp.</td>
<td>3</td>
<td>0</td>
<td>0</td>
<td>3</td>
</tr>
<tr>
<td>mulberry, spp.</td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>4</td>
</tr>
<tr>
<td>oak, coast live</td>
<td>0</td>
<td>9</td>
<td>0</td>
<td>9</td>
</tr>
<tr>
<td>oak, interior live</td>
<td>0</td>
<td>4</td>
<td>0</td>
<td>4</td>
</tr>
<tr>
<td>oak, red</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>oak, scarlet</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>oak, valley</td>
<td>6</td>
<td>0</td>
<td>0</td>
<td>6</td>
</tr>
<tr>
<td>Other spp.</td>
<td>3</td>
<td>0</td>
<td>0</td>
<td>3</td>
</tr>
<tr>
<td>palm, Mexican fan</td>
<td>5</td>
<td>0</td>
<td>0</td>
<td>5</td>
</tr>
<tr>
<td>palm, Queen</td>
<td>31</td>
<td>0</td>
<td>0</td>
<td>31</td>
</tr>
<tr>
<td>palo, Mexican verde</td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>4</td>
</tr>
<tr>
<td>pear, evergreen</td>
<td>9</td>
<td>0</td>
<td>0</td>
<td>9</td>
</tr>
<tr>
<td>pear, ornamental</td>
<td>2</td>
<td>1</td>
<td>14</td>
<td>17</td>
</tr>
<tr>
<td>pine, aleppo</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>pine, spp.</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>pistache, Chinese</td>
<td>27</td>
<td>35</td>
<td>7</td>
<td>69</td>
</tr>
<tr>
<td>plum</td>
<td>2</td>
<td>0</td>
<td>1</td>
<td>3</td>
</tr>
<tr>
<td>plum, purple-leaf</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>privet, glossy</td>
<td>7</td>
<td>0</td>
<td>0</td>
<td>7</td>
</tr>
<tr>
<td>redwood, coast</td>
<td>2</td>
<td>24</td>
<td>0</td>
<td>26</td>
</tr>
<tr>
<td>sweetgum, American</td>
<td>8</td>
<td>12</td>
<td>3</td>
<td>23</td>
</tr>
<tr>
<td>sycamore, western</td>
<td>14</td>
<td>0</td>
<td>0</td>
<td>14</td>
</tr>
<tr>
<td>tree-of-heaven</td>
<td>0</td>
<td>0</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>unknown</td>
<td>5</td>
<td>0</td>
<td>1</td>
<td>6</td>
</tr>
<tr>
<td>willow, weeping</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>zelkova, saw-leaf</td>
<td>1</td>
<td>0</td>
<td>10</td>
<td>11</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>285</td>
<td>209</td>
<td>92</td>
<td>586</td>
</tr>
</tbody>
</table>
Appendix 8: List of Characteristics Measured for Site Selection

1. **Site-by-site analysis:** This is a summary of all the categories of interest identified by Puentes and/or us from the various data sources, detailed in the final report. We

2. **Tree count per capita (low->high):** This is a summary of the 2011 Stockton Tree Census data at the block site level for each of the sites we examined. We calculated this using the 2011 Stockton Tree Counts divided by census estimates of population.

3. **Baseline tree benefits (low->high):** This is a calculation of the 2011 Stockton Tree Census using i-Tree Eco v6. Based on the tree species and various characteristics of each of the trees, we were able to calculate each site's total economic "benefits".

4. **Missing tree count benefit loss (high -> low)**

5. **Highest total yearly visits (commercial):** This data set is created from SafeGraph’s places of interests, with yearly visits and visitors to commercial properties in 2018. We pulled together a list of all the places of interest in Stockton and aggregated the monthly visit counts to get a yearly visit count for different commercial establishments across the city, which we then compiled into a block score.

6. **Total land cover benefit/person (low-> high):** This is an estimate of the total amount of economic benefit from trees estimated through i-Tree Landscape equations relating land cover to environmental and economic benefit.

7. **Pollution burden (high->low):** This is the CalEnviroScreen 3.0 calculation for pollution burden by census tract.

8. **Median income (low->high):** Pulled from the Census, this is the calculation of median income by block group.

9. **Percent population in poverty (high->low):** Pulled from the Census, this is the calculation of percentage of the population living at or below the poverty line.

10. **Vacancy rate (high-> low):** Pulled from the Census, this is the vacancy rate of each block group.

11. **Health Benefits due to trees (low->high):** Calculated using i-Tree Landscape (with tools from EPA BenMap-CE), these are benefits corresponding with the positive air pollution reduction from trees.
APPENDIX D: TCC PLANNING GRANT OUTREACH PLAN
TCC PLANNING GRANT
COMMUNITY ENGAGEMENT BEST PRACTICES AND LESSONS LEARNED

OVERVIEW/SUMMARY

METHODS
Through individual interviews with Rise Stockton partners and residents, we established a list of best practices, lessons learned, and opportunities for growth for future projects. Rise Stockton evaluated the TCC Planning Grant outreach methods and determined what worked, what didn’t, and opportunities for future engagement.

BEST PRACTICES

Best Practices are identified as the outreach methods that worked well for the Rise Stockton partners and residents and achieved results for the project goals.

1. Trust building work prior to deliverables.
   a. Create a culture of respect and consent. It is recommended that all outreach be conducted with community members and organizations that represent them, ensuring they are consulted in decision-making and planning processes,
   b. When approaching people listen to what they need and work to create mutually beneficial outcomes,
   c. Move at the speed of trust, community outreach should not be transactional
      i. Invest in a relational basis, Remember names, what people are about
   d. Do not replicate the historical approach of entities who gather data + research and never return.

2. Draw on existing networks (of community stakeholders, residents or partners).
   a. Use community centers, faith-based partnerships, and schools as a resource.
   b. Share capacity with other partners.
   c. Outreach to residents who are community leaders.
   d. Build on existing skills, make sure that residents know that they can be leaders (have a seat at the table) and if they have the interest and the time, anyone can be a organizer.
   e. Attend community meetings and cultural events as a participant. Listen to what issues they discuss and how they talk about them.
LESSONS LEARNED

Lessons Learned are identified as methods that should be included in future outreach methods and engagement efforts.

1. Need to build capacity and invest in community engagement for sustained work.
   a. Partners recommend that the City create an Office of Sustainability and hire a full-time climate change/sustainability expert who has deep ties to the community.

2. Ensure coordination among partners to execute engagement and reach targeted populations.

3. Continually address questions posed by Greenlining Institute:
   i. How will coordination and communication be carried out?
   ii. How will transparency be ensured?
   iii. How will you share decision-making?
   iv. How will accountability be ensured?

4. To reach community members that are less likely to participate in government processes because of structural barriers, the City needs to go to the community. If the City expects the community to always come to them, the people with the least amount of barriers will continue to participate.
   a. Connect services and incentives to important needs of the community

5. Expand the Climate Leadership Forum. The Climate Leadership Forum sessions were instrumental in engaging, educating, and inspiring residents to be more sustainable in their communities. Partners were given spaces to connect with residents and stakeholders in innovative ways. Climate Leaders help grow the capacity of Rise Stockton and partnering organizations to reach more residents and build trust within the TCC planning area.
   a. Make sure that funding is incorporated in order to make engagement sustainable.

6. Invest in Environmental and Sustainability education in city programming, schools and institutions. Education is foundational to community engagement. Residents and stakeholders must have an understanding of what sustainability is to fully grasp the importance of the work being done at the neighborhood and city level.

7. Funding allocation is critical so the focus should be on the most essential initiatives.
   a. Prioritize outreach, green economy opportunities, resident-based community feedback sessions, and training.

8. Invest in a diverse and widespread marketing strategy, build momentum around the Rise Stockton brand and a well-defined call to action.

9. Enhanced trust-building through direct contact and in-hand surveys reach more people and provide better opportunities for trust-building that internet surveys do.
OPPORTUNITIES

Opportunities are identified as recommendations for equitable governance, communications, community relations strategies.

1. Program Uptake/Communications Strategy. For engagement to be equitable, the paradigm must shift to measure who participated, in addition to how many people.
   a. Developing a baseline of who is currently participating in government processes is critical towards creating equitable engagement plans.

2. Accountability to the community with sustained engagement in decision-making.
   a. Establish accountability groups consisting of underrepresented groups. When the City creates steering committees or other groups intended to represent resident needs, there must be intentional efforts to ensure historically underrepresented groups are actively participating. Do not just bring community members in at the end, do not go long stretches without updating the community.

3. Ensure that those who are engaged in the beginning, stay engaged throughout and have decision-making opportunities/are decision-makers in the implementation process

4. Incentive Building. Build incentives for engagement for each strategy that reduce barriers to participate.
   a. Many residents in low-income communities and communities of color are from working families with busy schedules and childcare constraints. Meetings should be held in evenings and on weekends; and, whenever possible, provide childcare, meals, and transit passes.

5. Race and History Matters. Understand previous government impacts.
   a. Stockton should acknowledge its historical practices of redlining and segregation. Policies from past governments have contributed to high levels of poverty and disenfranchisement that continue to impact many of Stockton’s high-risk neighborhoods.
   b. Develop awareness of the racial and economic disparities in Stockton and why those disparities exist (informed by experienced community leaders and organizations).
   c. When attending community meetings and cultural events, enter with a sense of humility and awareness of potential power dynamics due to race, ethnic, citizenship, class, or gender differences.
   d. Center race in any equitable engagement. Intentional efforts centered on race are critical to repairing the trust necessary for true authentic engagement.

6. Translate materials and provide interpretation at community meetings.
   a. When working with nonnative English speakers, these are critical elements to a successful engagement strategy that will both increase participation and help these communities feel more welcome into the planning process. Additionally, work with local leaders to identify trusted facilitators with experience working in the community.
July 10, 2020

Via Email

Mayor Michael Tubbs
City of Stockton
Attn: Grant Kirkpatrick
Office of the City Manager
425 N El Dorado St
Stockton, CA 95202
grant.kirkpatrick@stocktonca.gov

RE: Award Notification – Transformative Climate Communities (TCC) Program, Round 3, Implementation Grant Award, City of Stockton, “Stockton Rising”

Dear Mayor Tubbs:

The California Strategic Growth Council (SGC) is pleased to inform you that the Council approved a Transformative Climate Communities Implementation award of $10.8 million dollars to the City of Stockton for “Stockton Rising” at its June 25, 2020 meeting. Funded by California’s Cap-and-Trade Program, TCC empowers communities most impacted by pollution to choose their own goals, strategies, and projects to reduce greenhouse gas emissions and local air pollution. The TCC Program reflects the SGC’s commitment to support community-led transformation and achieve equitable, resilient communities and landscapes for all Californians. Congratulations on your successful application.

This letter provides a conditional commitment of grant funds. SGC staff will initiate the Post-Award Consultation (PAC) process soon by scheduling a meeting with the Awardee and sending a review package including PAC checklists for all projects and transformative plans. This process will involve addressing any outstanding issues identified by TCC staff, reviewers, and the interagency panel, as well as finalizing the grant agreement. Grantees and Partners will need to work closely and collaboratively with TCC Staff to address all issues prior to grant execution. All requested documentation and changes should be finalized within six (6) months after the Council makes awards. Our partnering agencies, the Department of Conservation and the Department of Housing and Community Development, will be involved in this process, as appropriate.

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

We look forward to our partnership in the coming years. If you have any questions, please contact Sahamaz Mirzazad, TCC Program Manager, at sahamaz.mirzazad@sgc.ca.gov or (916) 717-8826.

Sincerely,

Louise Bedsworth
Executive Director
California Strategic Growth Council

1400 Tenth Street, Sacramento, CA 95814 • www.sgc.ca.gov • (916) 322-3218
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.
<table>
<thead>
<tr>
<th>File ID: 20-7524</th>
<th>Type: Consent</th>
<th>Status: Agenda Ready</th>
</tr>
</thead>
<tbody>
<tr>
<td>Version: 1</td>
<td>Reference:</td>
<td>In Control: City Council/Succesor</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Agency to the Redevelopment Agency/Public Financing Authority/Parking Authority Concurrent</td>
</tr>
<tr>
<td>File Created: 12/07/2020</td>
<td>Final Action:</td>
<td></td>
</tr>
</tbody>
</table>

Title: Contract Title: TCC Partner Agreement

Notes:

Sponsors: 

Attachments: TCC Partner Agreement, Memo RE TCC Partner Agreement

Contact: 

Drafter: Grant.Kirkpatrick@stocktonca.gov

Related Files:
### Approval History

<table>
<thead>
<tr>
<th>Version</th>
<th>Seq #</th>
<th>Action Date</th>
<th>Approver</th>
<th>Action</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>12/9/2020</td>
<td>AS - Procurement Team</td>
<td>Delegated</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>2</td>
<td>12/9/2020</td>
<td>John Driscoll</td>
<td>Approve</td>
<td>12/11/2020</td>
</tr>
<tr>
<td>1</td>
<td>3</td>
<td>12/9/2020</td>
<td>Courtney Christy</td>
<td>Approve</td>
<td>12/11/2020</td>
</tr>
<tr>
<td>1</td>
<td>4</td>
<td>12/9/2020</td>
<td>Matthew Braley</td>
<td>Approve</td>
<td>12/11/2020</td>
</tr>
<tr>
<td>1</td>
<td>5</td>
<td>12/9/2020</td>
<td>Esther Gilliland</td>
<td>Delegated</td>
<td></td>
</tr>
<tr>
<td>Notes:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>6</td>
<td>Ryan Meyerhoff</td>
<td>Approve</td>
<td>12/11/2020</td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>7</td>
<td>Esther Gilliland</td>
<td>Delegated</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>8</td>
<td>LHart</td>
<td>Delegated</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>9</td>
<td>MColon</td>
<td>Approve</td>
<td>12/11/2020</td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>12</td>
<td>Patty Vasquez</td>
<td>Delegated</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>13</td>
<td>nmamomo</td>
<td>Approve</td>
<td>12/11/2020</td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>16</td>
<td>nmamomo</td>
<td>Delegated</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>17</td>
<td>Courtney Christy</td>
<td>Approve</td>
<td>12/17/2020</td>
</tr>
<tr>
<td>Notes:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>19</td>
<td>Miranda Komanee</td>
<td>Approve</td>
<td>12/18/2020</td>
</tr>
</tbody>
</table>

### History of Legislative File

<table>
<thead>
<tr>
<th>Version:</th>
<th>Acting Body:</th>
<th>Date:</th>
<th>Action:</th>
<th>Sent To:</th>
<th>Due Date:</th>
<th>Return Date:</th>
<th>Result:</th>
</tr>
</thead>
</table>

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

- Business License Required? Yes/No
- 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 Returned PDF to dept. on: 12/16/20
by: MKomanee 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 #.
<table>
<thead>
<tr>
<th>Seq #</th>
<th>Approver Name</th>
<th>Due Days</th>
<th>Action Type</th>
<th>Email Template</th>
<th>Status</th>
<th>Due Date</th>
<th>Action</th>
<th>Action Date</th>
<th>Escalation Date</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>AS - Procurement Team</td>
<td>2</td>
<td>Approver</td>
<td>Individual Review Request</td>
<td>Delegated</td>
<td></td>
<td>Delegate</td>
<td>12/9/2020 8:43 AM</td>
<td></td>
<td>No</td>
</tr>
<tr>
<td>02</td>
<td>John Driscoll</td>
<td>2</td>
<td>Approver</td>
<td>Individual Review Request</td>
<td>Approved</td>
<td>12/11/2020</td>
<td>Approve</td>
<td>12/9/2020 11:50 AM</td>
<td></td>
<td>No</td>
</tr>
<tr>
<td>03</td>
<td>Courtney Christie</td>
<td>2</td>
<td>Approver</td>
<td>Individual Review Request</td>
<td>Approved</td>
<td>12/11/2020</td>
<td>Approve</td>
<td>12/9/2020 12:10 AM</td>
<td></td>
<td>No</td>
</tr>
<tr>
<td>04</td>
<td>Matthew Braley</td>
<td>2</td>
<td>Approver</td>
<td>Individual Review Request</td>
<td>Approved</td>
<td>12/11/2020</td>
<td>Approve</td>
<td>12/9/2020 2:23 PM</td>
<td></td>
<td>No</td>
</tr>
<tr>
<td>05</td>
<td>Esther Gilland</td>
<td>2</td>
<td>Approver</td>
<td>Individual Review Request</td>
<td>Delegated</td>
<td></td>
<td>Delegate</td>
<td>12/9/2020 2:35 PM</td>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>06</td>
<td>Ryan Meyershoff</td>
<td>2</td>
<td>Approver</td>
<td>Individual Review Request</td>
<td>Approved</td>
<td>12/11/2020</td>
<td>Approve</td>
<td>12/9/2020 3:16 PM</td>
<td></td>
<td>No</td>
</tr>
<tr>
<td>07</td>
<td>Esther Gilland</td>
<td>2</td>
<td>Approver</td>
<td>Individual Review Request</td>
<td>Delegated</td>
<td></td>
<td>Delegate</td>
<td>12/9/2020 3:32 PM</td>
<td></td>
<td>No</td>
</tr>
<tr>
<td>08</td>
<td>Leisel Hart</td>
<td>2</td>
<td>Approver</td>
<td>Individual Review Request</td>
<td>Delegated</td>
<td></td>
<td>Delegate</td>
<td>12/9/2020 3:40 PM</td>
<td></td>
<td>No</td>
</tr>
<tr>
<td>09</td>
<td>Magda Colon</td>
<td>2</td>
<td>Approver</td>
<td>Individual Review Request</td>
<td>Approved</td>
<td>12/11/2020</td>
<td>Approve</td>
<td>12/9/2020 3:43 PM</td>
<td></td>
<td>No</td>
</tr>
<tr>
<td>10</td>
<td>Leisel Hart</td>
<td>0</td>
<td>FYI</td>
<td>FYI Notification</td>
<td>Notified</td>
<td></td>
<td>FYI</td>
<td>12/9/2020 3:43 PM</td>
<td></td>
<td>No</td>
</tr>
<tr>
<td>11</td>
<td>Magda Colon</td>
<td>0</td>
<td>FYI</td>
<td>FYI Notification</td>
<td>Notified</td>
<td></td>
<td>FYI</td>
<td>12/9/2020 3:43 PM</td>
<td></td>
<td>No</td>
</tr>
<tr>
<td>12</td>
<td>Patty Vasquez</td>
<td>2</td>
<td>Approver</td>
<td>Individual Review Request</td>
<td>Delegated</td>
<td></td>
<td>Delegate</td>
<td>12/9/2020 3:54 PM</td>
<td></td>
<td>No</td>
</tr>
</tbody>
</table>

13 Nicole Hamorno | 2 | Approver | Individual Review Request | Delegated Re... | 12/11/2020 | | | | |
14 | Courtney Christie | 2 | Approver | Individual Review Request | | | | | |
15 | City Clerk | 0 | FYI | FYI Notification | | | | | |
16 | Miranda Krananee | 2 | Approver | Individual Review Request | | | | | |
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.

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.

\[Signature\]  

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

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:

<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><strong>TOTAL:</strong></td>
<td></td>
<td></td>
<td><strong>$10,834,490</strong></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 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
CITY OF STOCKTON
STANDARD AGREEMENT

1. This Agreement is entered into between the City of Stockton ("City") and Fathers and Families of San Joaquin ("Contractor") to provide 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: November 1, 2018  Terminates on: December 31, 2019

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: $ 9,877.00

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 and Families of San Joaquin

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.): 

Authorized Signature 

Date 4-18-19

Samuel Nunez, Executive Director

Printed Name and Title of Person Signing

338 E Market Street Stockton CA 95202

Address

CITY OF STOCKTON

Kurt O. Wilson, City Manager 

Date 5/20/19

ATTEST:

Christian Clegg, Interim City Clerk

APPROVED AS TO FORM:

John M. Luebbenke, City Attorney

BY:

(Rev. 10.30.18)
EXHIBIT A-3
FATHERS AND FAMILIES OF SAN JOAQUIN, STATEMENT OF WORK

1. PROJECT OBJECTIVES

a. Goals: The overall goal of the contract with Transformative Climate Communities (TCC) project and contracted partner: Fathers and Families of San Joaquin is to complete the following deliverables according to the TCC work plan and budget (see Appendix 3: TCC Work Plan and Budget).

I. Sustainable Neighborhood Plan (SNP):
   a. This plan will be created by the residents of the TCC project area (see Appendix 2: TCC Project Area Map). 14 residents will be selected to work as volunteer Neighborhood Advisor Committee leaders (NACs) and will work with the seven contracted project partners to contribute to, and confirm, the SNP.

   **Contracted Partner Goal:** The contracted project partner will designate two staff representatives and two constituent resident volunteer leaders to work on the plan and attend planning meetings.

II. Climate Leadership Forum (CLF):
   a. The forum will produce a series of nine public TCC seminars to educate the residents within the TCC project area about the impacts of climate change, neighborhood revitalization opportunities, and resources for achieving the sub-objectives (listed below).

   **Contracted Partner Goal:** The contracted partner will co-host one, one-hour series event and provide input and feedback to the series outline, guest speakers, marketing support and resources needed to conduct the seminars.

b. Main objectives: The main objectives of the Transformative Climate Communities Planning Grant are listed below. The contracted partner will
contribute their time, expertise and resources to achieve and advance the project objectives as follows:

I. Achieve significant reductions in greenhouse gases (GHGs)
II. Improve public health and environmental benefits
III. Expand economic opportunity and shared prosperity
IV. Track and monitor GHGs and other indicators
V. Avoid the displacement of existing households and small businesses, and include a Displacement Avoidance Plan
VI. Ensure community engagement and include a Community Engagement Plan
VII. Secure 50% match in leveraged funding
VIII. Describe how the Project Area will adapt and respond to anticipated impacts of climate change

2. PROJECT SCOPE

This project draws funds from the Strategic Growth Council and Department of Land Conservation Transformative Climate Communities Planning Grant that the City of Stockton is a lead applicant on. All project activities are to be conducted within Stockton City limits. No equipment is needed for the work of this project. All facilities that are needed for the project will coordinated by the TCC Program Manager III (employed by the City of Stockton).

Contracted Partner Scope: In addition to providing time, knowledge, and resources to the project to achieve the three project goals, the contracted project partner will work closely with the TCC Program Manager III to complete the following project tasks:

I. produce deliverables and provide input a timely manner,
II. attend required meetings.

3. SPECIFICATIONS

This project has no specifications.

4. MAJOR DELIVERABLES

The major deliverables of this project are the same as the project’s goals (see PROJECT OBJECTIVE 1A, i-ii above). The contracted partner shall contribute to the following major deliverables:

a) SNP Final Plan and Presentation:
This plan will be created by the residents of the TCC project area (see Appendix 2: TCC Project Area Map).

14 residents will be selected to work as volunteer Neighborhood Advisor Committee leaders (NACs) and will work with the seven contracted project partners to contribute to, and confirm, the SNP.

b) Climate Leadership Forum

The forum will produce a series of nine public TCC seminars to educate the residents within the TCC project area about the impacts of climate change, neighborhood revitalization opportunities, and resources for achieving the sub-objectives (listed below).

5. Tasks That Support the Deliverables

The tasks that support the deliverables are listed below (see Appendix 3: TCC Work Plan and Budget):

<table>
<thead>
<tr>
<th>Task 1: Initial Kick-off/Outreach</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtask B: Canvassing and Housecalls</td>
</tr>
<tr>
<td>Subtask C: Large Community Workshops/Townhalls - minimum 2</td>
</tr>
<tr>
<td>Subtask D: Targeted/Small Community Meetings - minimum 6</td>
</tr>
<tr>
<td>Subtask E: Project Team Monthly Check-in</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task 2: Continued Engagement, Community Priorities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtask A: Canvassing and Housecalls</td>
</tr>
<tr>
<td>Subtask B: Large Community Workshops/Townhalls - minimum 2</td>
</tr>
<tr>
<td>Subtask C: Targeted/Small Community Meetings - minimum 6</td>
</tr>
<tr>
<td>Subtask E: Project Team Monthly Check-in</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task 3: Present Findings</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtask A: Large Community Workshops/Townhalls</td>
</tr>
<tr>
<td>Subtask B: Targeted/Small Community Meetings</td>
</tr>
<tr>
<td>Subtask C: Finalize Planning Area Map</td>
</tr>
<tr>
<td>Subtask D: Project Team Monthly Check-in</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task 4: SNP, Initial Draft</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtask B: Large Community Workshops/Townhalls - minimum 2</td>
</tr>
<tr>
<td>Subtask C: Project Team Monthly Check-in</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task 5: SNP, Second Draft</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtask B: Large Community Workshops/Townhalls</td>
</tr>
<tr>
<td>Subtask C: Project Team Monthly Check-in</td>
</tr>
</tbody>
</table>
6. Internal and External Standards and Guidelines

The guidelines and standards of this project are defined by the Strategic Growth Council and the Department of Land Conservation. These standards include:

   a) Reporting all progress and deliverables to the TCC Program Manager III (Amanda Ford) and/or Lead Applicant (Max Vargas)
   b) Attending and participating in all project activities and completing all tasks and subtasks in the Project’s work plan.

7. Criteria of Acceptance for Deliverables

   a) Deliverables will be determined acceptable if they meet the Planning Grant requirements, as indicated by the Department of Land Conservation TCC Program Manager III and/or Lead Applicant.
   b) Deliverables include electronic copies of all quantifiable work completed such as: reports, data collected, sign-in sheets, flyers, websites, presentations, etc..
   c) Deliverables include photographs of qualifiable work completed such as: photographs of meetings, surveys, quotes and other media
   d) Deliverables are to be submitted to the City of Stockton’s TCC Program Manager III and/or Lead Applicant for vetting and approval.

8. Notices

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

**Contractor:** Fathers and Families of San Joaquin
338 E Market St
Stockton, CA 95202

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

Crystal Davenport  
Program Coordinator  
cdavenport@ffsj.org  
2096409128

Anthony Robinson  
Program Coordinator  
arobinson@ffsj.org  
2097154330

10. **Option to Renew**

   The term of the Agreement may be extended up to 12 months by a written amendment executed by both parties. However, the total term of the Agreement including the extended term shall not exceed 2 years.
EXHIBIT B-3
INSURANCE
(RESERVED FOR CITY'S INSURANCE PROVISIONS APPROVED BY RISK)
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

CONTRACT
NAME: Mike Esparza
PHONE (916) 784-9070
E-MAIL michael@all-calinsurance.com

INSURED
Fathers & Families of San Joaquin
P.O. Box 30874
Stockton CA 95213

INSURER(S) AFFORDING COVERAGE
INSURER A: Nonprofits' Insurance Alliance of California
NAIC # 011845

COVERAGES
CERTIFICATE NUMBER: CL1941865216

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>INSR LTR</th>
<th>TYPE OF INSURANCE</th>
<th>ADDITIONAL INSURER W/O</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>☑ CLAIMS-MADE ☑ OCCUR</td>
<td>2019-222667/NPO</td>
<td>04/01/2019</td>
<td>04/01/2020</td>
<td>EACH OCCURRENCE $1,000,000</td>
</tr>
<tr>
<td></td>
<td>Liquor Liability Coverage</td>
<td>☑ 1,000,000/1,000,000</td>
<td></td>
<td></td>
<td></td>
<td>DAMAGE TO RENTED PREMISES (EXC. OCCURRENCE) $500,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>MED EXP (Any one person) $20,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; LADY INJURY $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE $2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS - COMPL./AGG. $2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Professional Liability $1,000,000</td>
</tr>
<tr>
<td>A</td>
<td>AUTOMOBILE LIABILITY</td>
<td>☑ ANY AUTO ☑ SCHEDULED AUTOS ONLY</td>
<td>2019-222667/NPO</td>
<td>04/01/2019</td>
<td>04/01/2020</td>
<td>COMBINED SINGLE LIMIT (Ex. accident) $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>☑ ANY AUTON OWNED AUTOS ONLY</td>
<td></td>
<td></td>
<td></td>
<td>BODILY INJURY (Per person) $</td>
</tr>
<tr>
<td></td>
<td></td>
<td>☑ Hired Autos Only ☑ SCHED. AUTOS NON-OWNED AUTOS ONLY</td>
<td></td>
<td></td>
<td></td>
<td>BODILY INJURY (Per accident) $</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PROPERTY DAMAGE (Per accident) $</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Comp &amp; Coll Deductible $500</td>
</tr>
<tr>
<td></td>
<td>UMBRELLA LIABILITY</td>
<td>☑ OCCUR ☑ CLAIMS-MADE</td>
<td></td>
<td></td>
<td></td>
<td>EACH OCCURRENCE $</td>
</tr>
<tr>
<td></td>
<td>EXCESS LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>AGGREGATE $</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DED RETENTION $</td>
</tr>
</tbody>
</table>

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

EXECUTIVE OFFICER/MEMBER EXCLUDED

Y/N | ☑ N/A | INSURANCE FOR WORKERS' COMPENSATION AND PROCEDURAL ASSESSMENTS

DESCRIPTION OF OPERATIONS

City of Stockton, its officers, officials, employees, and designated volunteers are named additional insured regarding the operations of the named insured under their agreement. Form CG 20 10, NIAC-E26 and NIAC-E61 apply.

CERTIFICATE HOLDER

City of Stockton
400 E. Main Street, 3rd Fl-HR
Stockton CA 95202

CANCELLATION

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 Esparza - President

© 1988-2015 ACORD CORPORATION. All rights reserved.
ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Named Of Additional Insured Person(s) Or Organization(s):</th>
<th>Location(s) Of Covered Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Stockton, its officers, officials, employees, and designated volunteers</td>
<td></td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An insured is amended to
   Include as an additional insured the person(s) or Organization(s) shown in the Schedule, but only
   With respect to liability for “bodily injury”, “property Damage” or “personal and advertising injury”
   caused, in whole or in part by:
   1. Your acts or omissions; or
   2. The acts or omissions of those acting on your behalf;
   in the performance of your ongoing operation for the additional insured(s) at the location(s) designated above.
   HOWEVER

   1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
   This insurance does not apply to “bodily injury” or “property damage” occurring after:
   1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

2. Available under the applicable Limits of insurance show in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of insurance shown in the Declarations.

C. With respect to the insurance afforded to these Additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED
NOTICE OF CANCELLATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESS AUTO COVERAGE FORM

Cancellation: 30 Days Notice of Cancellation

Person or Organization
The City of Stockton, its officers, officials, employees and volunteers

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, we will mail notice of cancellation to the person or organization shown above. We will mail such notice to the address shown at least the number of days shown for cancellation.
THIS ENDORSMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE

| Name of Person or Organization: City of Stockton, its officers, officials, employees, and designated volunteers |

Where you are so required in a written contract or agreement currently in effect or becoming effective during the term of this policy, we waive any right of recovery we may have against that person or organization, who may be named in the schedule above, because of payments we make for injury or damage.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY
ENDORSEMENT FOR PUBLIC ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Stockton, its officers, officials, employees, and designated volunteers

A. Section II – Who Is An Insured is amended to include any public entity as an additional insured for whom you are performing operations, who may be named in the schedule above, when you have agreed in a written contract or written agreement that such public entity be added as an additional insured(s) on your policy, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

1. Your negligent acts or omissions; or

2. The negligent acts or omissions of those acting on your behalf, in the performance of your ongoing operations:

   No such public entity is an additional insured for liability arising out of the "products-completed operations hazard" or for liability arising out of the sole negligence of that public entity.

B. With respect to the insurance afforded to these additional insured(s), the following additional exclusions apply. This insurance does not apply to “bodily injury” or “property damage” occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of “your work” out of which injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. The following is added to SECTION III — LIMITS OF INSURANCE:

The limits of insurance applicable to the additional insured(s) are those specified in the written contract between you and the additional insured(s), or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.
D. A. With respect to the insurance provided to the additional insured(s), Condition 4. Other Insurance of SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

3. Other Insurance
   a. Primary Insurance
      This insurance is primary if you have agreed in a written contract or written agreement:
      (1) That this insurance be primary. If other insurance is also primary, we will share with all that other
          insurance as described in c. below; or
      (2) The coverage afforded by this insurance is primary and non-contributory with the additional
          insured(s)' own insurance.
          Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been
          added as an additional insured or to other insurance described in paragraph b. below.

   b. Excess Insurance
      This insurance is excess over:
      1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
         (a) That is Fire, Extended Coverage, Builder’s Risk, Installation Risk or similar coverage for “your
             work”;
         (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied
             by you with permission of the owner;
         (c) That is insurance purchased by you to cover your liability as a tenant for “property damage” to
             premises temporarily occupied by you with permission of the owner; or
         (d) If the loss arises out of the maintenance or use of aircraft, “autos” or watercraft to the extent
             not subject to Exclusion g. of SECTION I — COVERAGE A — BODILY INJURY AND
             PROPERTY DAMAGE.
         (e) Any other insurance available to an additional insured(s) under this Endorsement covering
             liability for damages which are subject to this endorsement and for which the additional
             insured(s) has been added as an additional insured by that other insurance.

         (1) When this insurance is excess, we will have no duty under Coverages A or B to defend the
             additional insured(s) against any “suit” if any other insurer has a duty to defend the additional
             insured(s) against that “suit”. If no other insurer defends, we will undertake to do so, but we will be
             entitled to the additional insured(s)’ rights against all those other insurers.
         (2) When this insurance is excess over other insurance, we will pay only our share of the amount of
             the loss, if any, that exceeds the sum of:
             (a) The total amount that all such other insurance would pay for the loss in the absence of this
                 insurance; and
             (b) The total of all deductible and self-insured amounts under all that other insurance.
         (3) We will share the remaining loss, if any, with any other insurance that is not described in this
             Excess Insurance provision and was not bought specifically to apply in excess of the Limits of
             Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing
If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer’s share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.
EXHIBIT C
GENERAL TERMS AND CONDITIONS

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-Authorization.** 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 - 3
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 monthly, in arrears on a not to exceed basis, based upon the rates set forth in Exhibit E attached hereto and made a part of this Agreement. Contractor may vary the compensation for each task in Exhibit E provided that the total project compensation listed in Exhibit E and the Standard Agreement is not exceeded.
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 - 3
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 $9,877 (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 Exhibit A, C, and D (Compensation), shall be compensated to the Contractor. Reimbursable expenses will be reimbursed without markup. Fees plus reimbursable expenses shall not exceed the amount set forth in section 1.1 of this Exhibit and a copy of the original invoice for the items listed in i, ii or iii below shall be attached to the invoice submitted to the City for reimbursement. Payments shall be based upon work documents submitted by the Contractor to the City and accepted by the City as being satisfactory to City's needs. The City shall not pay a markup on any of the items listed in i, ii or iii. Additionally, items such as telephone, fax, postage or freight are already included in the billable hourly rate. Contractor shall be reimbursed the direct expenses, which are the actual cost of the following items that are reasonable, necessary and actually incurred, by the Contractor in connection with the services:

i. Expenses, fees or charges for printing, reproduction or binding of documents at actual costs with no markup added to the actual cost.

ii. Any filing fees, permit fees, or other fees paid or advanced by the Contractor at actual costs with no markup added to the actual cost.

iii. Travel expenses shall be reimbursed in accordance with the City's travel policy, which is incorporated herein by reference. Reimbursement shall be made at actual costs with no markup added to the actual cost.

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>TCC project planning and implementation</td>
<td>$9,877</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

**TOTAL PRICE** $9,877

3. **Hourly Rates.** The following is a list of hourly billable rates that Contractor shall apply for additional services requested of the Contractor. Contractor shall be compensated based on the hourly rates set forth below, on a time and material basis for those services that are within the general scope of services of this Agreement, but beyond the description of services required under Exhibit A, and all services are reasonably necessary to complete the standards of performance required by this Agreement. Any changes and related fees shall be mutually agreed upon between the parties by a written amendment to this Agreement.

**Hourly Billable Rate Schedule**

<table>
<thead>
<tr>
<th>Title</th>
<th>Role on Project</th>
<th>Hourly Billable Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Coordinator</td>
<td>Project Partner</td>
<td>$17</td>
</tr>
<tr>
<td>Program Coordinator</td>
<td>Project Partner</td>
<td>$17</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

4. **Additional Fees.** Should an amendment to the Agreement be issued for additional services that require the following items, the unit prices are as follows:

<table>
<thead>
<tr>
<th>Title</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>TCC Project Planning and Implementation-</td>
<td>$17</td>
</tr>
<tr>
<td>Extended Activities</td>
<td></td>
</tr>
</tbody>
</table>
5. **Invoice to Address.** Each invoice submitted shall identify the specific task(s) listed in Exhibit A and this Exhibit, and the completed work product/deliverable for the agreed upon price listed in this Exhibit. Invoices shall be submitted to the below address:

   City of Stockton City Manager’s Department  
   Attention: Kurt Wilson  
   425 N. El Dorado Street  
   Stockton, CA 95202
EXHIBIT F - 3

TIMELINE

The terms of this contract begin on November 1, 2018 and end on December 31, 2019.

Contractor shall complete the requested services identified in Exhibit A per the schedule below. All work is to be completed no later than when the contract commences on December 31, 2019.

TIMELINE FOR COMPLETION OF WORK
The TCC Project Planning Grant is on a 12 month schedule. The contracted project partner will bill quarterly following the project timeline and billing schedule below:

a) Quarter 1
   November 2018- January 2019

b) Quarter 2
   February – April 2019

c) Quarter 3
   May – July 2019

d) Quarter 4
   Aug – October 2019
Appendix 1:
Transformative Climate Communities
Stockton City Council Resolution
RESOLUTION TO APPROVE ACCEPTANCE OF A TRANSFORMATIVE CLIMATE COMMUNITIES PLANNING GRANT IN THE AMOUNT OF $170,000 FROM THE STATE OF CALIFORNIA DEPARTMENT OF CONSERVATION AND AMEND THE FISCAL YEAR 2018-19 ANNUAL BUDGET

The City of Stockton ("City") is interested in participating in the Transformative Climate Communities program via a Planning Grant, which is administered by the California Strategic Growth Council and implemented by the California Department of Conservation for the purpose of developing and implementing 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; and

Following the City's submittal of a proposal for the Planning Grant, the Strategic Growth Council offered to award $170,000 for the one-year grant program; and

Grant funds will be used to fund outreach, community engagement, and the development of a Sustainable Neighborhood Plan that identifies Planning Area resident priorities within the City's Climate Action Plan; and

To be considered eligible to receive grant funding, the City must submit a completed Grant Agreement to the Department of Conservation; now, therefore,

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

1. The City Manager or a designated representative is hereby authorized, on behalf of the City, to accept grant funding in the amount of $170,000 from the State of California Department of Conservation.

2. The Fiscal Year (FY) 2018-19 Annual Budget is amended to appropriate $170,000 in revenues and expenditures to the Transformative Climate Communities Planning Grant Program.

3. The City Manager or a designated representative is hereby authorized and directed, on behalf of the City, to execute the grant documents and to submit all documents including, without limitation, contracts, amendments, extensions, and payment requests as appropriate to accept the funds under and comply with the conditions of the grant.

4. The City Manager or a designated representative is hereby authorized and directed to establish all required accounts and make any and all expenditures,
appropriations, transfers, and/or distributions of funds on behalf of the City, as may be appropriate.

5. The City Manager or a designated representative is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED August 21, 2018.

MICHAEL D. TUBBS
Mayor of the City of Stockton

ATTEST:

CHRISTIAN CLEGG, Deputy City Manager
City Clerk of the City of Stockton
### GRANT AGREEMENT

**GRANTEE:** City of Stockton  
**PROGRAM:** Transformative Climate Communities Program  
**GRANT NUMBER:** 3018-709  
**AM. NO.:**

<table>
<thead>
<tr>
<th>MAXIMUM AMOUNT OF THIS GRANT:</th>
<th>$170,000.00</th>
</tr>
</thead>
</table>

The Department and the Grantee hereby agree to the following:

1. This Grant Agreement specifies the terms and conditions for a Transformative Climate Communities Program Planning Grant, awarded by the Strategic Growth Council on January 29, 2018. This grant has been awarded as a result of an application received in response to the TOC Program Grant Guidelines & Request for Grant Applications, as approved for release on August 23, 2017 and amended on October 25, 2017.

2. The purpose of this Grant Agreement is to provide funding from Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, to the City of Stockton for the "Stockton Climate Action Plan: Neighborhood Implementation."

3. This Grant Agreement shall be conducted in accordance with the Terms and Conditions and Attachment A (Work Plan and Budget), Attachment B (Reporting Templates) and Attachment C (Invoicing Templates) which are attached and incorporated herein as well.

4. The term of the Grant Agreement is one (1) year, unless otherwise terminated, or amended to extend the grant term. The grant term will commence the day both Parties have signed the Grant Agreement. Only approved expenses incurred during this Grant Agreement term in accordance with the Grant Agreement and Attachment A (Work Plan and Budget) will be reimbursable.

5. The amount of this Grant Agreement shall not exceed $170,000.

---

**STATE OF CALIFORNIA**  
**DEPARTMENT OF CONSERVATION**  
**GRANTEE** City of Stockton

**AUTHORIZED SIGNATURE**  
**DATE**

**AUTHORIZED SIGNATURE**  
**DATE**

**PRINTED NAME AND TITLE**  

**PRINTED NAME AND TITLE**

---

[Grant Agreement Cover Sheet]  
8/2016
Table of Contents

1. Authority and Scope of Grant Agreement................................................... 1
2. Purpose of Grant................................................................. 1
3. Grant Term........................................................................... 1
4. Authorized Signatories.......................................................... 1
5. Document Submission............................................................ 1
6. Reporting Requirements.......................................................... 2
7. Payment............................................................................... 3
8. Invoice Preparation................................................................. 4
9. Modifications and Amendments to the Grant Agreement................. 5
10. Early Termination................................................................. 5
11. Disputes............................................................................. 6
12. Stop Work Orders................................................................. 6
13. Accounting Records and Audits............................................... 6
14. Publicity............................................................................ 7
15. Severability....................................................................... 7
16. General Compliance............................................................... 7
17. Liability Indemnification and Waiver........................................ 7
18. Grantee Indemnity/Not an Agent of the State............................ 8
19. Assignment........................................................................ 8
20. Grantee's Staff, Partners, and Subcontractors............................. 8
21. No Third Party Beneficiaries..................................................... 8
22. Expatiate Corporations............................................................. 8
23. Insurance Requirements for Term of Grant Agreement.............. 8
24. Americans with Disabilities Act.............................................. 9
25. Union Organizing................................................................. 9
26. Nondiscrimination Clause....................................................... 9
27. Drug-Free Workplace Requirements....................................... 10
ATTACHMENT A..................................................................... A-1
ATTACHMENT B..................................................................... B-1
ATTACHMENT C..................................................................... C-1
California Department of Conservation – Division of Land Resource Protection
Strategic Growth Council – Transformative Climate Communities Program Planning Grant
City of Stockton
Grant Number: 3019-709
Fiscal Year Allocation: 2016-2017

TERMS AND CONDITIONS

1. Authority and Scope of Grant Agreement.
The authorization for this Grant Agreement is the Transformative Climate Communities Program ("TCC Program") statute (Public Resources Code, Sections 75240 – 75243) and the TCC Program Guidelines ("Guidelines"), as approved for release on August 23, 2017 and amended on October 23, 2017, and the Strategic Growth Council's ("SGC") approval of this project ("Project") on January 29, 2018.

Pursuant to the above authorization, the Department of Conservation ("Department"), acting on behalf of the SGC, hereby grants to the City of Stockton ("Grantee") a sum not to exceed one-hundred and seventy thousand dollars ($170,000), upon and subject to the terms of this Grant Agreement and consistent with the terms of the Guidelines.

As awarded, this Grant Agreement is between the Department and the City of Stockton. The Department and Grantee are collectively referred to as "Parties." "Co-applicants" identified in the TCC application process are referred to as "Partners," but are not parties to this Grant Agreement.

The Guidelines and attachments are included in and made a part of this Grant Agreement.

2. Purpose of Grant.
The purpose of this grant is to provide funds for a Planning Grant from Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, to help local jurisdictions develop strategies to reduce carbon emissions, improve air quality, and build resiliency in the face of a changing climate, with a focus on low-income and disadvantaged communities.

3. Grant Term.
The term of the Grant Agreement is one (1) year, unless otherwise terminated, or amended to extend the grant term. The grant term will commence the day both Parties have signed the Grant Agreement. The Department will notify the Grantee and Partners when work may proceed.

The Department has entered into a Grant Agreement with the City of Stockton to provide Planning Grant funding for the Grantee to complete all planning activities and to meet all deliverables based on the budget and timeline specified in the Work Plan and Budget (Attachment A) set forth in this Grant Agreement.

To ensure reimbursement of all eligible costs incurred during the term and specified in this Grant Agreement, the Grantee must submit all required reports, invoices and documentation by required dates specified in the Reporting Requirements and Invoice Preparation sections of this Grant Agreement. The Grantee's obligations under this Grant Agreement shall be deemed discharged only upon acceptance and approval of the Final Report by the SGC.

4. Authorized Signatories.
The Department Director or designee is authorized to sign this Grant Agreement and related documents on behalf of the Department. The Department will notify the Grantee of the day-to-day point of contact ("TCC Grant Manager") once the grant is executed.

At the time of grant execution, the Grantee must submit a letter that identifies the individual who is authorized to sign this Grant Agreement and Project deliverables and related documents on behalf of the Grantee. The letter must also identify any additional Authorized Designees as well as the day-to-day Grant Manager.

Terms and Conditions

Page 1 of 10

157
In the event that the Authorized Signatory or Authorized Designee is unable to sign a deliverable or related document on behalf of the Grantee, the Grantee shall submit an updated letter signed by the Authorized Signatory designating another individual to sign in their place. If the Authorized Signatory or Authorized Designee are funded through the Grant Agreement, another individual employed by the Grantee must be designated to sign the invoices.

Grantees must keep Authorized Signatory letters up to date and submit changes through email to the Department within seven (7) working days of the change. Authorized Signatory letters will be kept on file with the Department for up to three (3) years after the final invoice has been paid and one (1) year following an audit.

5. Document Submission:
   All correspondence and documents submitted through email must contain the Grant Agreement Number and the Grantee's Name in the subject line.

6. Reporting Requirements:
   The Grantee is required to monitor and review all work performed to meet scheduled deliverables, provide Quarterly Progress Reports and a Final Report, and ensure the Project is completed on schedule and in accordance with this Grant Agreement. Reporting templates are Attachment B to this Grant Agreement.

   A. General Requirements
      i. All reports must be completed using the attached templates.
      ii. All reports must be submitted through email by 8:00 p.m. on the due date.
      iii. All reports must be signed by the Authorized Signatory or Authorized Designee on file with the Department.
      iv. Reports that do not meet the reporting requirements specified within this Grant Agreement may result in a delay in release of funds.

   B. Reporting Calendar Schedule
      i. Reports must be submitted to the Department by the required due dates:

<table>
<thead>
<tr>
<th>Report</th>
<th>Reporting Period</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Quarter Progress Report</td>
<td>July 1 – Sept 30</td>
<td>October 30</td>
</tr>
<tr>
<td>2nd Quarter Progress Report</td>
<td>Oct 1 – Dec 31</td>
<td>January 30</td>
</tr>
<tr>
<td>3rd Quarter Progress Report</td>
<td>Jan 1 – Mar 31</td>
<td>April 30</td>
</tr>
<tr>
<td>4th Quarter Progress Report</td>
<td>Apr 1 – June 30</td>
<td>July 30</td>
</tr>
<tr>
<td>Final Report Package</td>
<td>Start date – End date</td>
<td>Within 60 days of Project Completion</td>
</tr>
</tbody>
</table>

   ii. The reporting period will begin on the start date of the 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.
Ill. The Final Report Package must include the final invoice, last Quarterly Progress Report, and Final Report.

C. Quarterly Progress Reports
   i. Quarterly Progress Reports must be completed using the attached Quarterly Progress Report template.
   ii. Quarterly Progress Reports describe the progress of activities performed, challenges and opportunities encountered, anticipated modifications, and milestones and deliverables achieved during the period for reimbursement, to ensure the Project stays on schedule for completion as specified in the Work Plan and Budget.
   iii. If the grant term is extended, subsequent quarterly reports will be submitted based on the Reporting Calendar Schedule.

D. Final Report
   i. The Final Report must provide all information described in the Final Report template.
   ii. The Final Report must document the Project's outcomes, summarize all tasks and deliverables and expenditure of funds, and discuss planned next steps for related activities beyond the grant term. It will attach and incorporate all work-products generated by these funds, including final deliverables produced by the Grantee.
   iii. To the extent appropriate, the Grantee's Board of Directors or Board of Supervisors, or other Authoritative Board or Body, shall adopt and certify an accurate the Final Report prior to its submission to the Department.

E. The Department, the SGC and/or a third-party retained by the state may verify reports through methods that include but are not limited to: supporting documentation, site visits, conference calls or video conferencing.

7. Payment
   A. Advanced payments are not permitted under this Grant Agreement. Payments shall be made to the Grantee no more than quarterly in arrears and on a reimbursement basis.
   B. The Grantee must submit all required documents (e.g., Invoice, Quarterly Progress Reports, Final Report, supporting documentation, and deliverables) to the Department by the required due dates.
   C. Payments will be made only upon evidence of satisfactory progress (e.g., activities meeting milestones, tasks completed, deliverables achieved, etc.) as determined by the Department. Failure to comply with reporting and invoicing requirements may result in non-payment or delayed payment of invoice(s).
   D. In the last quarter, the Final Report will also be reviewed by the SGC. The Grantee’s obligations under this Grant Agreement shall be deemed discharged only upon acceptance and approval of the Final Report by the SGC.

D. The Grantee may only request reimbursement for eligible direct and administrative costs incurred during the term of the Grant Agreement period. Any work performed prior to the start date of the Grant Agreement will not be reimbursed. Under no circumstances shall the Grantee seek reimbursement for any indirect costs or any cost that has been, or will be, paid through another funding source.
   i. Direct Costs: Direct costs may include, but are not limited to: personnel, supplies, or travel expenses directly tied to the implementation of the grant.

Terms and Conditions
California Department of Conservation – Division of Land Resource Protection
Strategic Growth Council – Transformative Climate Communities Program Planning Grant
City of Stockton
Grant Number: 3018-709
Fiscal Year Allocation: 2016-2017

a. Travel costs: Eligible travel costs will be reimbursed at the lowest rate stated in the CalHR Travel Rules and Policy Memos (http://www.calhr.ca.gov/State-HR/Prof/HRGuide/Pages/bargaining-contracts.aspx). Incidental and out of state travel are not reimbursable costs and will not be reimbursed.

II. Administrative Costs: Include, but are not limited to staff salaries and benefits, supplies, and other resources used to administer the grant. “Administration of the grant” is not limited to activities required for coordinating the Grantee/Partner relationship, reporting, invoicing, etc.

III. Indirect Costs: Indirect costs are not eligible for reimbursement. Indirect costs are defined as expenses of doing business that are of a general nature and are incurred to benefit at least two or more functions within an organization. These costs are not directly tied to the grant but are necessary for the general operation of the organization. Examples of indirect costs may include, but are not limited to: salaries and benefits of employees not directly assigned to a Project, but providing general support services such as personnel, business services, information technology, janitorial, and overhead such as rent, utilities, supplies, etc.

E. The Grantee must include all supporting documents (e.g. receipts, purchase orders, timesheets, Partner and subcontractor invoices and supporting documentation, etc.) required for payment.

F. The Department will withhold from payment ten percent (10%) of each invoice submitted for reimbursement. Once the state has determined the Grantee has fulfilled the terms of the Grant Agreement, the 10% will be released as final payment.

G. If the state determines that any invoiced and paid amounts exceed the actual allowable costs, the Grantee will repay the amounts to the state within thirty (30) days of request or as otherwise agreed by the state and Grantee. If the state does not receive such repayments, it will be entitled to take actions such as withholding further payments to the Grantee and seeking repayment from the Grantee.

B. Invoice Preparation.

A. Each invoice must be submitted on the Grantee’s official letterhead using the Invoice templates (Attachment C).

B. Each invoice must be accompanied by a complete and accurate Quarterly Progress Report, as well as copies of supporting documentation for costs.

C. The final invoice must be accompanied by both the Final Report and last Quarterly Progress Report. The amount requested for reimbursement in the final invoice should include a request for reimbursement of the retention withheld throughout the grant term.

D. Invoices must be signed by the Authorized Signatory or Authorized Designee on file with the Department certifying that the expenditures are for actual costs for the activities/tasks performed under this Grant Agreement.

E. Grantees must email a signed invoice with copies of supporting documentation to the Department. The email must clearly indicate the intent to submit the document and evidence that it was deliberately signed by the Authorized Signatory or Authorized Designee.
F. Supporting Documentation
   i. The Grantee must submit the following documentation, as relevant, for each itemized cost: copies of proof of purchase receipt(s), sufficiently detailed subcontractor’s invoices, rental agreements, activity logs, timesheets, or canceled check(s). These items must contain sufficient information to establish that the specific service was rendered or purchase was made. Original supporting documentation is not required and should be retained by the Grantee:
      a. Expenses should be broken out at the task level and should represent actual costs incurred,
      b. Travel should be broken out separately,
      c. Supporting documentation should be submitted for all work completed,
      d. Supporting documentation should be clearly labeled by task or travel.
   ii. Records documenting time spent performing the work shall identify the individual, the date on which the work was performed, the specific grant-related activities or objectives to which the individual’s time was devoted, the hourly rate, and the amount of time spent.
   iii. All records must reflect the actual time or money spent, rather than that which was planned or budgeted.

G. Invoices that do not meet the requirements of this Grant Agreement, are incomplete, or have inaccuracies, will be returned to the Grantee for resubmittal within ten (10) working days with an explanation of why it was not approved.

H. If it is determined that the Grantee submitted false or materially inaccurate invoices, supporting document or components of the application, the SGC or Department may impose any and all available remedies, including reimbursement of already disbursed payments, grant termination, and/or Grantee’s debarment from future grant opportunities administered by the state.

9. Modifications and Amendments to the Grant Agreement.
   Any modification or amendment request must be within the intent of the TCC Program. Due to the competitive nature of the process that resulted in the selection of this Project for funding, any requests to increase the overall grant amount or significantly alter the Project will not be approved. All requests must explain the purpose of the request, how the request is consistent with the Guidelines, and the effect of not approving the request. Modifications and amendments to the Grant Agreement will be considered at the sole discretion of the state.

A. Modifications: Requests for modifications must be submitted in writing at least thirty (30) days prior to when the modification is needed. Modifications are minor changes to the Grant Agreement, which include but are not limited to changes in the:
   i. Work Plan and Budget
      a. Reallocating less than ten percent (10%) of the total grant award between tasks
      b. Adjusting deliverable due dates within the grant term

B. Amendments: Material changes to the Grant Agreement will require an amendment. Requests for amendments must be submitted in writing at least three (3) months prior to the end of the grant term. Examples of actions that would require an amendment to the Grant Agreement include but are not limited to changes in the:
   i. Work Plan and Budget
      a. Reallocating more than ten percent (10%) of the total grant award between tasks
      b. Elimination or alteration of tasks
      c. Change in Partners
   ii. Grant term: Extending the grant term. Due to the availability of funding, under no circumstances may the amended grant term extend beyond January 31, 2021.

Terms and Conditions
C. This Grant Agreement may only be modified or amended upon written mutual agreement of the Parties. No oral understanding or agreement not incorporated by writing in this Grant Agreement shall be binding on any of the Parties. The Grantee shall request and obtain prior written approval before any modification or amendment of this Grant Agreement is valid.

10. Early Termination.

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

11. Disputes.

If a dispute regarding this Grant Agreement arises that cannot be resolved by the TCC Grant Manager, the TCC Program Manager, or the Director of the Division of Land Resource Protection, then the Grantee shall submit a written dispute statement to the Director of the Department that shall be labeled "written dispute statement" and contain a concise statement of the substance of the dispute, along with any supporting documentation including, but not limited to, invoices, time sheets, or photos. The state will respond to written dispute statements within thirty (30) days of receipt.

In the event of a dispute, the language contained in this Grant Agreement shall prevail over any other language, including that contained in the grant application. The Grantee shall continue with the responsibilities and obligations under the terms of this Grant Agreement during any dispute.

12. Stop Work Orders.

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


A. The Grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the attached Work Plan and Budget. Separate bank accounts are not required.

B. The Grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), financial records of expenditures incurred during the course of the Project in accordance with generally accepted accounting principles, including matching funds that may be required.

C. The Grantee agrees that the state or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement.

D. The Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated.

E. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
F. Partners and subcontractors employed by the Grantee and paid with moneys under the terms of this Grant Agreement shall be responsible for maintaining accounting records as specified above.

G. The Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Grant Agreement.

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

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

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

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

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

16. General Compliance.
By signing this Grant Agreement, the Grantee certifies that it shall comply fully with all applicable federal, state and local laws, ordinances, regulations and permits and shall secure any new permits required by authorities having jurisdiction over the Project(s), and maintain all presently required permits. The Grantee shall ensure that any applicable requirements of the California Environmental Quality Act are met in order to carry out the terms of this Grant Agreement.

Additionally, the Grantee certifies that it is not and shall not be:
A. In violation of any order or resolution not subject to review promulgated by the California Air Resources Board or an air pollution control district;
B. Subject to a cease and desist order not subject to review issued pursuant to Section 13361 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
C. Finally determined to be in violation of provisions of federal law relating to air or water pollution.

17. Liability Indemnification and Waiver.
The indemnification obligations shall survive the termination of this Grant Agreement. The Grantee agrees to indemnify, defend (with counsel reasonably approved by the state) and hold harmless the Department, the SGC,
A. The Grantee shall obtain and keep in force for the term of this Grant Agreement the following insurance policies that cover any acts or omissions of the Grantee, its subcontractors or its employees engaged in the provision of service specified in this Grant Agreement:

i. Worker's Compensation Insurance in an amount of not less than $1,000,000 in accordance with the statutory requirement of the State of California. (Cal. Lab. Code § 3700 et seq.)

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

iii. Motor vehicle liability insurance with limits not less than the amounts below combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.

   a. 7 or fewer passengers: $1,000,000
   b. 8-15 passengers: $1,500,000
   c. 16+ passengers: $5,000,000

B. The Grantee shall 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 contract and is responsible for guaranteeing that a copy of each Certificate of Insurance is submitted to the Department within thirty (30) days of the Grant Agreement signature. The Grantee will include the Grant Number on the submitted Certificate of Insurance.

C. The Grantee shall notify the Department prior to any insurance policy cancellation or substantial change of policy.


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

25. Union Organizing.

   By signing this Grant Agreement, the Grantee hereby acknowledges the applicability of Government Code Sections 19945, 19945.2, 19945.8, 19946, 16647, and 16648 to this Grant Agreement and hereby certifies that:

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

   B. If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and the Grantee shall provide those records to the Attorney General upon request.


   During the performance of this Grant Agreement, the Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

   The Grantee and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall
the California Natural Resources Agency ("CNRA"), its employees, officers or agents from and against any and all claims, injury, damages, liability, losses or attorneys' fees arising out of or in connection with the subject matter, terms or performance of this Grant Agreement, and from any suit, proceeding or challenge against the Department, the SGC, CNRA and their employees, officers or agents by a third-party alleging that by virtue of the terms of this Grant Agreement, the Department, the SGC, CNRA and their employees, officers or agents have done any wrongful act or breached any representation, whether based on a claim in contract, tort or otherwise.

18. Grantee Independence/Not an Agent of the State.
   The Grantee, and the agents and employees of Grantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

19. Assignment.
   Without the advance written consent of the Department, this Grant Agreement is not assignable by Grantee either in whole or in part.

20. Grantee's Staff, Partners, and Subcontractors.
   The Grantee's contractual relationship is with the Department, and not any of their Partners or subcontractors. The Grantee is entitled to make use of its own staff, Partners, and subcontractors, as identified in the Work Plan and Budget, and will comply with its own competitive bidding and sole sourcing requirements for subcontractors that arise out of or in connection with this Grant Agreement. The Grantee shall manage, monitor, and accept responsibility for the performance of its own staff, Partners, and subcontractors, and will conduct Project activities and services consistent with professional standards for the industry and type of work being performed under this Grant Agreement. Any request to add or modify Partners requires a formal amendment to the Grant Agreement. Any request to add or modify subcontractors requires documentation that the proposed subcontractor was selected in compliance with the subcontractor procurement processes of the Grantee, contracting Partner, or other applicable parties. Refer to section 10, Modifications and Amendments to the Grant Agreement.

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

21. No Third Party Beneficiaries.
   This Grant Agreement is not intended for the benefit of any person or entity other than the Parties, and no one other than the Parties themselves may enforce any of the rights or obligations created by this Grant Agreement.

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

23. Insurance Requirements for Term of Grant Agreement.
   A Grantee that is a governmental organization may provide evidence of self-insurance to satisfy this requirement.

   If Grantee is not a governmental organization or is unable to provide evidence of self-insurance, then the following are the insurance requirements:

Terms and Conditions
comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12990 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., title 2, § 11005 et seq.). The applicable regulations of the Fair Employment and Housing Commission Implementing Government Code section 12990 (a)-(f), set forth in Chapter 6 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other grant agreement.

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

27. Drug-Free Workplace Requirements.
Grantee certifies to the Department that it will provide a drug-free workplace by taking the following actions:

A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited 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 proposed Grant Agreement will:
   i. Receive a copy of the company's drug-free workplace policy statement; and,
   ii. Agree to abide by the terms of the company's statement as a condition of employment on the Grant Agreement.
ATTACHMENT A
WORK PLAN AND BUDGET
## Exhibit 2

**Project Name:** Stockton Climate Action Plan: Neighborhood Implementation

<table>
<thead>
<tr>
<th>High Level Activities/Milestones</th>
<th>Responsible Parties [ex: Grantee, Partner, Subcontractor, etc.]</th>
<th>Timeline [Start and End Date]</th>
<th>Total Requested Grant Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Task 1: Initial Kick-off/Outreach</strong></td>
<td>Subtask A: Website Development, Subtask B: Canvassing/Housecalls, Subtask C: Large Community Workshops/Townhalls (2), Subtask D: Targeted/Small Community Meetings (6), Subtask E: Project Team Monthly Check-in</td>
<td>Subtask A: City of Stockton, Third City, Subtask B: FFSJ, Subtask C: All, Subtask D: All, Subtask E: All</td>
<td>Start: July 2018, End: August 2018</td>
</tr>
<tr>
<td><strong>Task 2: Continued Engagement, Community Priorities</strong></td>
<td>Subtask A: Canvassing/Housecalls, Subtask B: Large Community Workshops/Townhalls (2), Subtask C: Targeted/Small Community Meetings (6), Subtask D: Preferred Planning Area Assessment, Subtask E: Project Team Monthly Check-in</td>
<td>Subtask A: FFSJ, Subtask B: All, Subtask C: All, Subtask D: City of Stockton, Subtask E: All</td>
<td>Start: August 2018, End: November 2018</td>
</tr>
</tbody>
</table>

**Deliverables:** website, flyers, meeting notes, sign-in sheets, stakeholder database, Travel N/A

---

*Work Plan and Budget (Attachment A)*
<table>
<thead>
<tr>
<th>Task 3: Present Findings</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtask A: Large Community Workshops/Townhalls</td>
<td>City of Stockton, Third City, PHA, Catholic Charities, FFSJ, STAND</td>
<td>Start: August 2019</td>
<td>End: September 2019</td>
</tr>
<tr>
<td>Subtask B: Targeted/Small Community Meetings</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtask C: Finalize Planning Area Map</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtask D: Project Team Monthly Check-in</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deliverables: flyers, meeting notes, sign-in sheets, 5-mile Planning Area Map (final)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 4: SNP, Initial Draft</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtask A: Document Development</td>
<td>Subtask A: City of Stockton</td>
<td>Start: September 2018</td>
<td>End: October 2019</td>
</tr>
<tr>
<td>Subtask B: Large Community Workshops/Townhalls (2)</td>
<td>Subtask B: All</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtask C: Project Team Monthly Check-in</td>
<td>Subtask C: All</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deliverables: Draft SNP, meeting notes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Travel</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 5: SNP, Second Draft</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtask A: Document Development</td>
<td>Subtask A: City of Stockton</td>
<td>Start: October 2018</td>
<td>End: November 2018</td>
</tr>
<tr>
<td>Subtask B: Large Community Workshops/Townhalls</td>
<td>Subtask B: All</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtask C: Project Team Monthly Check-in</td>
<td>Subtask C: All</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deliverables: Draft SNP, meeting notes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Travel</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Task 6: SNP, Final Plan + Presentation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------------------------------------</td>
<td>----------</td>
<td>----------</td>
<td></td>
</tr>
<tr>
<td>Subtask A: Document Development</td>
<td>Subtask A: City of Stockton</td>
<td>Start/End: February 2018</td>
<td></td>
</tr>
<tr>
<td>Subtask B: Large Community Workshops/Townhalls (2)</td>
<td>Subtask B: All</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtask C: City Council Presentation</td>
<td>Subtask C: City of Stockton</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtask D: Project Team Monthly Check-in</td>
<td>Subtask D: All</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Deliverables:</strong> Final SNP, Hardcopy Final SNP, electronic presentation, meeting notes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Travel</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>$18,942</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task 7: Leadership Development Forum</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtask A: Program Development/Information/Recruitment</td>
<td>Subtask A: All</td>
<td>Start: July 2018</td>
</tr>
<tr>
<td>Subtask B: Application</td>
<td>Subtask B: Third City</td>
<td>End: January 2019</td>
</tr>
<tr>
<td>Subtask C: Development Seminars</td>
<td>Subtask C: Rising Sun</td>
<td></td>
</tr>
<tr>
<td>Subtask D: Community-oriented outreach/engagement</td>
<td>Subtask D: Third City, Rising Sun</td>
<td></td>
</tr>
<tr>
<td>Subtask E: Plan for continued outreach/capacity</td>
<td>Subtask E: All</td>
<td></td>
</tr>
<tr>
<td><strong>Deliverables:</strong> Draft Outreach Plan, meeting notes</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Travel</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>$21,300</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task 8: Tree Census</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtask A: Focus Area + Survey Development</td>
<td>Puentes</td>
<td>Start: August 2016</td>
</tr>
<tr>
<td>Subtask B: Site Surveys (3)</td>
<td></td>
<td>End: January 2019</td>
</tr>
<tr>
<td>Subtask C: Data Consolidation/Mapping/Report Creation</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Deliverables:</strong> Tree Census Appendix, Map (shapefile)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Travel</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>$27,500</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| GRAND TOTAL | **$170,000** |
ATTACHMENT B
REPORTING TEMPLATES
<table>
<thead>
<tr>
<th>Grantee:</th>
<th>Grant Number:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Project Name:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Quarter #:</th>
<th>Reporting Period: (Start Date) to (End Date)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Authorized Signatory: (Name)</th>
<th>(Position)</th>
<th>Signature:</th>
<th>Date:</th>
</tr>
</thead>
</table>

1. Summarize work completed during reporting period:

<table>
<thead>
<tr>
<th>Task/Subtask</th>
<th>Description of Work Completed</th>
<th>Funds Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Funds Spent this Quarter:
2. If your project is not on schedule per the Work Plan, please provide an explanation here.

3. Do you anticipate any modifications to your Work Plan or Budget in the next quarter?
## 1. Project Summary Statement
Provide a summary of the challenges facing the Planning Area and describe how the Project will result in advancing the State's planning priorities within the planning area or jurisdiction. Refer to the TCC Guidelines.

## 2. Project Overview
Describe how the Project realized the goals described in the grant proposal, and the objectives contained in work plan; how the grant funds were spent in relation to the proposed budget; and, any changes made to the original Project and why the changes were necessary.

## 3. Project Accomplishments
Describe the Project's deliverables and any other notable outcomes; discuss major benefits attained during or as a result of the Project; and report on successful strategies used to achieve results.

## 4. Preparation for Future TCC Implementation Grant
Describe how the project will assist the Grantee in applying for future TCC Implementation Grants. Address how the Grantee plans to meet requirements related to leveraging funding, displacement avoidance, community engagement, GHG emission reductions tracking and monitoring, or climate resiliency.

## 5. Project Barriers
Describe any goals or objectives that could not be met, or issues that impeded the progress of the Project, how these obstacles were responded to and how these lessons learned can be useful for other TCC communities.

## 6. Strategies for Implementation
Describe how plans or processes developed in the Project will be implemented over the next three to five years to further your organization's sustainability goals and strategies.
ATTACHMENT C
INVOICE TEMPLATES
TRANSFORMATIVE CLIMATE COMMUNITIES FY 16/17
PLANNING GRANT INVOICE

<table>
<thead>
<tr>
<th>Grantee:</th>
<th>Grant Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarter: [Insert #]</td>
<td>Dates: [Insert Start Date] [Insert End Date]</td>
</tr>
<tr>
<td>Authorized Signatory: [Type Name]</td>
<td>[Insert Position]</td>
</tr>
</tbody>
</table>

By signing this, I certify that work has been completed in accordance with the grant agreement and that the request for reimbursement represents actual costs.

Signature: Date:

<table>
<thead>
<tr>
<th>Task</th>
<th>Grant Funds Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1: Community Engagement</td>
<td></td>
</tr>
<tr>
<td>Task 2: Draft Document X</td>
<td></td>
</tr>
<tr>
<td>Task 3: Final Document X</td>
<td></td>
</tr>
<tr>
<td>Task 4: Grant Administration</td>
<td></td>
</tr>
</tbody>
</table>

SUBTOTAL for this Quarter

Minus 10% Retention

TOTAL reimbursement requested this Quarter
Department of Conservation  
Division of Land Resource Protection  
Attn: [TCC Grant Manager]  
801 K Street, MS 14-15  
Sacramento, CA 95814

TRANSFORMATIVE CLIMATE COMMUNITIES FY 16/17

FINAL PLANNING GRANT INVOICE

<table>
<thead>
<tr>
<th>Grantee:</th>
<th>Grant Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarter: [Insert #]</td>
<td>Dates: [Insert Start Date] [Insert End Date]</td>
</tr>
</tbody>
</table>

Authorized Signature: [Type Name] [Insert Position]

By signing this, I certify that work has been completed in accordance with the grant agreement and that the request for reimbursement represents actual costs.

Signature:  
Date:

<table>
<thead>
<tr>
<th>Task</th>
<th>Grant Funds Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1: Community Engagement</td>
<td></td>
</tr>
<tr>
<td>Task 2: Draft Document X</td>
<td></td>
</tr>
<tr>
<td>Task 3: Final Document X</td>
<td></td>
</tr>
<tr>
<td>Task 4: Grant Administration</td>
<td></td>
</tr>
</tbody>
</table>

SUBTOTAL for this Quarter:  
Plus 10% Retention withheld from Quarters 1-3  
TOTAL reimbursement requested for the Final Invoice:

Invoice Templates (Attachment C)
The Transformative Climate Communities Program grant agreement requires that:

"At the time of grant execution, the Grantee must submit a letter that identifies the individual who is authorized to sign this Grant Agreement and Project deliverables and related documents on behalf of the Grantee. The letter must also identify any additional Authorized Designees as well as the day-to-day Grant Manager." (Section 4. Authorized Signatories, page 1 of the Terms and Conditions)

In addition to whatever language is required by the grantee’s jurisdiction, please include the following table somewhere in the authorized signatory letter:

<table>
<thead>
<tr>
<th>Role</th>
<th>Name, Title</th>
<th>Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorized Signatory</td>
<td></td>
<td>Phone:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Email:</td>
</tr>
<tr>
<td>Authorized Designee</td>
<td></td>
<td>Phone:</td>
</tr>
<tr>
<td>(if applicable)</td>
<td></td>
<td>Email:</td>
</tr>
<tr>
<td>Grant Manager</td>
<td></td>
<td>Phone:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Email:</td>
</tr>
</tbody>
</table>
PAYEE DATA RECORD
(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 284 (Rev. 4/2017)

1 **INSTRUCTIONS:** Type or print the information. Complete all information on this form. Sign, date, and return to the state agency (department/office) address shown in Box 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies to prepare information Returns (Form 1099). See next page for more Information and Privacy Statement.

NOTE: Governmental entities, i.e., federal, state, and local (including school districts), are not required to submit this form.

2 **PAYEE'S LEGAL BUSINESS NAME** (As shown on your income tax return)

SOLE PROPRIETOR OR INDIVIDUAL—ENTER NAME AS SHOWN ON SSN (Last, First, M.I.) E-MAIL ADDRESS

<table>
<thead>
<tr>
<th>MAILING ADDRESS</th>
<th>BUSINESS ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY</td>
<td>STATE</td>
</tr>
</tbody>
</table>

3 **ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):**

- **PAYEE ENTITY TYPE:**
  - [ ] PARTNERSHIP
  - [ ] ESTATE OR TRUST
  - [ ] CORPORATION
    - [ ] MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)
    - [ ] LEGAL (e.g., attorney services)
    - [ ] EXEMPT (nonprofit)
    - [ ] ALL OTHERS

**NOTE:** Payment will not be processed without an accompanying taxpayer identification number.

4 **PAYEE RESIDENCY STATUS**

- [ ] CALIFORNIA RESIDENT - Qualified to do business in California or maintains a permanent place of business in California.
- [ ] CALIFORNIA NON RESIDENT (see next page for more information) - Payments to non-residents for services may be subject to state income tax withholding.

- [ ] No services performed in California.
- [ ] Copy of Franchise Tax Board waiver of state withholding attached.

5 **I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.**

**AUTHORIZED PAYEE REPRESENTATIVE'S NAME** (Type or Print) **TITLE** **TELEPHONE (Include area code)**

<table>
<thead>
<tr>
<th>SIGNATURE</th>
<th>DATE</th>
<th>E-MAIL ADDRESS</th>
</tr>
</thead>
</table>

6 **Please return completed form to:**

**DEPARTMENT/OFFICE**
Department of Conservation - Attn: Elena Davert

**MAILING ADDRESS**
801 K St, MS 14-15

**TELEPHONE** (Include area code) **FAX**
916-324-0871

<table>
<thead>
<tr>
<th>CITY</th>
<th>STATE</th>
<th>ZIP CODE</th>
<th>E-MAIL ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sacramento</td>
<td>CA</td>
<td>95814</td>
<td><a href="mailto:elena.davert@conservation.ca.gov">elena.davert@conservation.ca.gov</a></td>
</tr>
</tbody>
</table>
Requirement to Complete the Payee Data Record, STD 204

A completed Payee Data Record, STD 204, form is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&T).

Enter the payee's legal business name. The name must match the name on the payee's tax return as filed with the federal Internal Revenue Service. Sole proprietorships must also include the owner's full name. An individual must last his/her full name as shown on the SSN or as entered on the W-2 form for ITIN.

The mailing address should be the address at which the payee chooses to receive correspondence (i.e., 1099 form) and payments. The business address is the address of the business' physical location; do not enter the payment address or lock box information here.

Check only one box that corresponds to the payee business type. Corporations must check the box that identifies the type of corporation.

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by the R&T sections 18640 and 10681 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&T section 18662 and its regulations.

Payees must provide one of the following TINs on this form: social security number (SSN), individual taxpayer identification number (ITIN), or federal employer identification number (FEIN). The TIN for sole proprietorships and individuals is the SSN or ITIN. Only partnerships, estates, trusts, and corporations will enter their FEIN.

Are you a California resident or nonresident?

A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.

A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.

For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident. Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are $1,500 or less for the calendar year.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wca-gen@ftb.ca.gov
For hearing impaired with TDD, call: 1-800-822-6258 Website: www.ftb.ca.gov

Provide the name, title, small address, signature, and telephone number of the individual completing this form. Provide the state the form was completed.

This section must be completed by the state agency requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, whether it is a condition of participation in any program, and what uses will be made of it.

It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to $20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit of the state agency(ies) with which you transact business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.
Appendix 2:
Transformative Climate Communities
Project Area Map
Appendix 3:
Transformative Climate Communities
TCC Work Plan and Budget
## Work Plan:

### Task 1: Initial Kick-off/Outreach
- **Subtask A:** Website Development
- **Subtask B:** Canvassing/Housecalls
- **Subtask C:** Large Community Workshops/Townhalls - minimum 2
- **Subtask D:** Targeted/Small Community Meetings - minimum 6
- **Subtask E:** Project Team Monthly Check-in

*Partner: CS, TCity*

### Task 2: Continued Engagement, Community Priorities
- **Subtask A:** Canvassing/Housecalls
- **Subtask B:** Large Community Workshops/Townhalls - minimum 2
- **Subtask C:** Targeted/Small Community Meetings - minimum 6
- **Subtask D:** Preferred Planning Area Assessment
- **Subtask E:** Project Team Monthly Check-in

*Partner: FFSJ, STAND*

### Task 3: Present Findings
- **Subtask A:** Large Community Workshops/Townhalls
- **Subtask B:** Targeted/Small Community Meetings
- **Subtask C:** Finalize Planning Area Map
- **Subtask D:** Project Team Monthly Check-in

*Partner: CS, CCS, FFSJ, PHA, STAND, TCity*

### Task 4: SNP, Initial Draft
- **Subtask A:** Document Development
- **Subtask B:** Large Community Workshops/Townhalls - minimum 2
- **Subtask C:** Project Team Monthly Check-in

*Partner: SC*

### Task 5: SNP, Second Draft
- **Subtask A:** Document Development
- **Subtask B:** Large Community Workshops/Townhalls
- **Subtask C:** Project Team Monthly Check-in

*Partner: SC*

### Task 6: SNP, Final Plan + Presentation
- **Subtask A:** Document Development
- **Subtask B:** Large Community Workshops/Townhalls - minimum 2
- **Subtask C:** City Council Presentation
- **Subtask D:** Project Team Monthly Check-in

*Partner: SC*

### Task 7: Leadership Development Forum
- **Subtask A:** Program Development/Information/Recruitment/...
- **Subtask B:** Application
- **Subtask C:** Development Seminars Subtask
- **Subtask D:** Community-oriented outreach/engagement
- **Subtask E:** Plan for continued outreach/capacity

*Partner: ALL, TCity, RSE, RSE, TCity*

### Task 8: Tree Census
- **Subtask A:** Focus Area + Survey Development
- **Subtask B:** Site Surveys - minimum 3
- **Subtask C:** Data Consolidation/Mapping/Report Creation

*Partner: PUENTES*

### Reporting Period
- Final reports and presentations

*Partner: CT, TCity*
## Budget:

<table>
<thead>
<tr>
<th>Task 1</th>
<th>Task 2</th>
<th>Task 3</th>
<th>Task 4</th>
<th>Task 5</th>
<th>Task 6</th>
<th>Task 7</th>
<th>Task 8</th>
<th>Task 9</th>
<th>Total Requested Grant Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PERSONNEL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Oakland - 0.5 FTE</td>
<td>$1,978.00</td>
<td>$ -</td>
<td>$12,920.00</td>
<td>$12,150.00</td>
<td>$12,160.00</td>
<td>$12,160.00</td>
<td>$12,892.00</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>SUBTOTAL</td>
<td>$1,978.00</td>
<td>$ -</td>
<td>$12,920.00</td>
<td>$12,150.00</td>
<td>$12,160.00</td>
<td>$12,160.00</td>
<td>$12,892.00</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>PARTNERS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third City Coalition, Executive Director</td>
<td>$5,000.00</td>
<td>$4,200.00</td>
<td>$2,200.00</td>
<td>$300.00</td>
<td>$600.00</td>
<td>$600.00</td>
<td>$1,000.00</td>
<td>$3,000.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Catholic Charities, Program Manager</td>
<td>$1,100.00</td>
<td>$1,100.00</td>
<td>$300.00</td>
<td>$284.00</td>
<td>$222.00</td>
<td>$410.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Catholic Charities, San Joaquin Program</td>
<td>$1,700.00</td>
<td>$1,360.00</td>
<td>$425.00</td>
<td>$156.00</td>
<td>$136.00</td>
<td>$343.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>SUBTOTAL</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
<td>$900.00</td>
<td>$360.00</td>
<td>$300.00</td>
<td>$600.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>STAND</td>
<td>$2,000.00</td>
<td>$1,800.00</td>
<td>$800.00</td>
<td>$180.00</td>
<td>$180.00</td>
<td>$400.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>PHA, Program Manager</td>
<td>$1,550.00</td>
<td>$1,550.00</td>
<td>$820.00</td>
<td>$372.00</td>
<td>$310.00</td>
<td>$820.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>PHA, Outreach Coordinator</td>
<td>$2,300.00</td>
<td>$1,840.00</td>
<td>$920.00</td>
<td>$184.00</td>
<td>$184.00</td>
<td>$460.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>FFSJ, Health Justice Program Manager</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
<td>$800.00</td>
<td>$246.00</td>
<td>$200.00</td>
<td>$400.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>FFSJ, Outreach Worker</td>
<td>$1,700.00</td>
<td>$1,260.00</td>
<td>$610.00</td>
<td>$136.00</td>
<td>$136.00</td>
<td>$340.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Puente - Executive</td>
<td>$750.00</td>
<td>$825.00</td>
<td>$450.00</td>
<td>$90.00</td>
<td>$90.00</td>
<td>$150.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Puente - Project Manager</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Puente - Regional Manager</td>
<td>$3,200.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$2,400.00</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Puente - San Joaquin Outreach Unit</td>
<td>$3,700.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$2,400.00</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>SUBTOTAL</td>
<td>$25,000.00</td>
<td>$5,635.00</td>
<td>$7,156.00</td>
<td>$2,542.00</td>
<td>$2,236.00</td>
<td>$4,750.00</td>
<td>$7,800.00</td>
<td>$18,000.00</td>
<td>$ -</td>
</tr>
<tr>
<td>CONSULTANTS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Travel Services</td>
<td>$3,500.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>SUPPLIES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Events - Printing</td>
<td>$4,450.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$4,450.00</td>
</tr>
<tr>
<td>Meeting Supplies - Pens, paper, etc.</td>
<td>$1,524.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$1,524.00</td>
</tr>
<tr>
<td>SUBTOTAL</td>
<td>$5,974.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$5,974.00</td>
</tr>
<tr>
<td>TRAVEL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NA</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>SUBTOTAL</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>OTHER DIRECT COSTS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SHF Hard Copies</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$1,500.00</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Community Climate Leader Stipends</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$13,500.00</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Drone Technology Rental</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$5,500.00</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>SUBTOTAL</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$19,500.00</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>TASK SUBTOTALS</td>
<td>$34,650.00</td>
<td>$15,835.00</td>
<td>$20,872.00</td>
<td>$14,722.00</td>
<td>$14,398.00</td>
<td>$18,942.00</td>
<td>$21,900.00</td>
<td>$27,600.00</td>
<td>$ -</td>
</tr>
<tr>
<td>GRAND TOTAL</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
</tbody>
</table>
CONTRACT ROUTING FORM
Contract Number: 2018-03-21-1111-05 NP
(For Clerk's Use)

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

CONTRACT INFORMATION
Contract Amount: $7,110,710.00
Contract Title: Trans-Formative Climate Communities Planning Grant
Vendor/Other Party: Grant Partners (see attached)
Contract Start Date: Nov 1, 2018 Contract End Date: Dec 31, 2018 Contract Term:

COUNCIL APPROVAL REQUIRED? ☐ Yes ☐ No (provide account # if no)
Council approval required for contracts over $75,000 for FISCAL YEAR.
Motion/Resolution/Ordinance No: 2018-08-21-1111 Must be Attached

REQUIRED DOCUMENTS (The following documents shall be submitted with the signed contract when required):
Business License Required? ☐ Yes ☐ No Business License No. on file
Bonds Required? ☐ Yes ☐ No
Insurance Required? ☐ Yes ☐ No
Notary Required? ☐ Yes ☐ No Recordation Required? ☐ Yes ☐ No

Mandatory Routing Order

1 DEPARTMENT: Ch. Mayor's Office
DEPARTMENT HEAD APPROVAL
Project Mgr: Amanda Ford ext: 8394 Staff: 1 Forwarded to: Trevor Wilson ext:
Forwarded to: on: April 30, 2019 by: Amanda Ford

2 PROCUREMENT
Approved (‘) Name/Signature: on: 5-21-19 by:
Forwarded to: on: 5-21-19 by:

3 VENDOR/OTHER PARTY
Signed (‘) original(s): on:
Forwarded to: on: by:

4 RISK SERVICES
Insurance on: 5-21-19 by: Bonds approved on: by:
Forwarded to: on: 5-21-19 by: by:

5 CITY ATTORNEY
Approved as to Form and Content on: 5-28-19 by: yra
Forwarded to: on: 5-28-19 by:

6 CITY MANAGER
Signed by City Manager on: on: by:

7 CITY CLERK
City Clerk attested on: 5-29-19 Returned (PDF) Original(s) to dept. on: 5-29-19 by 4Pland
Retained (1) original(s) for City's file. Hard Copy on file? Yes ☐ No ☐ OB #

8 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: by:

9 PROCUREMENT: Purchase Order No. PUR No.
To:
City of Stockton City Manager's Department
Attention: Kurt Wilson
425 N. El Dorado Street
Stockton, CA 95202

From:
Amanda Ford
Program Manager III
Transformative Climate Communities
Amanda.Ford@stocktonca.gov
Cell Phone: (510) 206-4424
425 N El Dorado, 3rd Floor
Stockton, CA 95202

Max Vargas
Senior Policy Advisor
Office of Mayor Michael Tubbs
Max.Vargas@stocktonca.gov
Office Phone: (209) 937-8386
425 N El Dorado, 3rd Floor
Stockton, CA 95202

Date:
February 25, 2019

Subject:
Memorandum for Transformative Climate Communities Contracted Partner Agreements

To Whom it May Concern:

This memorandum, and the exhibits that follow, is to request the completion of contracts and purchase orders for each of the seven community-based organization partners involved in planning for, and implementing of, the Transformative Climate Communities Planning Grant. Detailed information follows:

Background: The City of Stockton was awarded a $170,000 Transformative Climate Communities (TCC) Planning Grant in January 2018. Stockton City Council passed, approved, and adopted City Council Resolution #2018-0821-1111 on August 21, 2018. The resolution included the acceptance of the TCC Planning Grant funds and entered the
City into a grant agreement with the State of California’s Department of Land Conservation (see Appendix 1: Stockton City Council TCC Resolution).

**Timeline:** The TCC Planning Grant timeline is November 2018 through October 2019, with a possible two-month reporting extension. The grant will complete no later than December 31, 2019. Quarterly reports are submitted to the Department of Land Conservation.

**Goals:** The goals of the TCC grant are to complete the following deliverables no later than October, 2019:

I. **Sustainable Neighborhood Plan (SNP):**
   This plan will be created by the residents of the TCC project area (see Appendix 2: TCC Project Area Map). 14 residents will be selected to work as volunteer Neighborhood Advisor Committee leaders (NACs) and will work with the seven contracted project partners to contribute to, and confirm, the SNP. The NACs and contracted partner staff will present the SNP to City Council in Summer 2019.

II. **Climate Leadership Forum (CLF):**
   The forum will produce a series of nine public TCC seminars to educate residents within the TCC project area about the impacts of climate change, neighborhood revitalization opportunities, City initiatives, and resources for achieving project objectives.

III. **Stockton Tree Census (STC):**
   The census will create a report on the number of trees, their health, and impacts of increasing the number of trees in the TCC project area. The report will include the financial, environmental and health indicators of increasing the number of trees in selected neighborhoods.

**Approach:** The grant directs a collaborative, participatory approach to achieving the deliverables. The deliverables will be managed by the TCC Program Manager III and seven community-based organization (CBO) partners located within the grant area (see Appendix 2: TCC Project Area). Each of the seven CBOs will complete work on the grant and contribute their staff time, expertise and resources to achieve and advance the project objectives.

**City’s Role:** As the fiduciary of the grant, the City of Stockton will reimburse each CBO, via the details of their individual contracts, on a quarterly basis. Each CBO will submit quarterly invoices to the TCC Program Manager III for project vetting and approval. Once approved at the project-level by the Program Manager, the invoices will be submitted to the City Manager’s office for reimbursement. The Program Manager III, under the direction of the Lead Applicant (Max Vargas), will oversee the overall management of the grant.
**Partners:** The CBO partners named as project partners are listed below, with their specific grant role and deliverable area. Their detailed individual contracts are attached to this memo as Exhibits A1 - A7. The grant partners are:

1. **Third City Coalition**  
   **Role:** Project implementation, Partner Liaison, Deliverable Coordinator  
   **Deliverable Areas:** SNP, CLF, STC

2. **Catholic Charities Stockton Dioceses**  
   **Role:** Project implementation  
   **Deliverable Areas:** SNP

3. **Fathers and Families of San Joaquin**  
   **Role:** Project implementation  
   **Deliverable Areas:** SNP

4. **Public Health Advocates**  
   **Role:** Project implementation  
   **Deliverable Areas:** SNP, CLF

5. **PUENTES**  
   **Role:** Project implementation  
   **Deliverable Areas:** STC

6. **Rising Sun Center for Opportunity**  
   **Role:** Project implementation  
   **Deliverable Areas:** CLF

7. **STAND**  
   **Role:** Project implementation  
   **Deliverable Areas:** SNP

**Workplan and Budget:** The project follows a strict workplan and budget (see Appendix 3: TCC Work Plan and Budget). The work plan lists specific tasks, subtasks, deliverables and partner roles. Also see the project budget with line items for each partners contract amounts here:

<table>
<thead>
<tr>
<th>Partner</th>
<th>Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Third City Coalition (Stockton is Magnificent)</td>
<td>$21,400</td>
</tr>
<tr>
<td>Catholic Charities of the Diocese of Stockton</td>
<td>$7,551</td>
</tr>
<tr>
<td>Fathers and Families of San Joaquin</td>
<td>$9,877</td>
</tr>
<tr>
<td>Public Health Advocates</td>
<td>$10,910</td>
</tr>
<tr>
<td>PUENTES</td>
<td>$26,000</td>
</tr>
<tr>
<td>Rising Sun Center for Opportunity</td>
<td>$24,700</td>
</tr>
<tr>
<td>STAND</td>
<td>$10,280</td>
</tr>
</tbody>
</table>

**CONTRACT TOTAL** $110,718
Please contact us with any questions regarding the contracts and/or TCC project specifics.

Sincerely,

Amanda Ford
TCC Program Manager III

Max Vargas
Senior Policy Advisor to Mayor Tubbs

ATTACHMENTS

EXHIBITS

Exhibit A1 – E1, Third City Coalition
Exhibit A2 – E2, Catholic Charities, Diocese of San Joaquin
Exhibit A3 - E3, Fathers and Families of San Joaquin
Exhibit A4 – E4, Public Health Advocates
Exhibit A5 – E5, Puentes
Exhibit A6 – E6, Rising Sun Energy
Exhibit A7 – E7, Stand

APPENDICES

Appendix 1: Stockton City Council TCC Resolution
Appendix 2: TCC Project Area Map
Appendix 3: TCC Work Plan and Budget
PROFESSIONAL SERVICES CONTRACT FOR
CONSULTING SERVICES

This contract is entered into and effective on 7/1/16, by and between the CITY OF STOCKTON, hereinafter referred to as "CITY," and __________________ FATHERS AND FAMILIES OF SAN JOAQUIN hereinafter referred to as "CONSULTANT."

Section 1
SCOPE OF SERVICES

Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide CITY the services described in Exhibit A, entitled “Scope of Services,” attached to this Agreement and incorporated by reference. CONSULTANT shall not be compensated for services outside the scope of services as set forth in Exhibit A unless, prior to the commencement of such services: (a) CONSULTANT notifies CITY and CITY agrees that such services are outside of the scope of services to be performed; (b) CONSULTANT estimates the additional compensation required for the additional services; and, (c) CITY, after notice, approves the additional services and amount of compensation.

Section 2
COMPENSATION

CITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner as set forth in Exhibit A, attached to this Agreement and incorporated by reference. Payments specified in Exhibit A shall be the only payments to be made to CONSULTANT for services rendered pursuant to this Agreement unless, pursuant to Section 1 above, CITY approves additional compensation for additional services.

CONSULTANT will submit monthly invoices to CITY for services completed and reasonable expenses incurred to the date of the invoice. All invoices will be itemized to reflect the categories of employees performing the requested tasks, the billing rate for each employee, and the hours for services.

All invoices sent by CONSULTANT to CITY shall be paid within thirty (30) days of receipt, provided supporting narrative and hours billed against the specific task allocations in the contract’s scope of work are included and acceptable to the CITY.
Section 3
TERMS AND CONDITIONS OF AGREEMENT

1. Time for Commencement and Completion of Services: CONSULTANT shall commence services on the date first set out above, and shall prosecute the services to completion, unless the agreement is terminated, as provided for herein or modified by CITY and agreed to by CONSULTANT.

2. Facilities and Property: CITY agrees to make its facilities accessible to CONSULTANT as required for CONSULTANT’s performance of its services.

3. License, Permits, and Compliance with Law: Prior to performing any services for CITY, CONSULTANT, if not already in possession of a valid City of Stockton business license shall obtain one at its own expense and maintain it for the duration of this Agreement. In addition, CONSULTANT represents that prior to commencing any services under this Agreement, it shall obtain and maintain at its own expense during the life of this Agreement any other licenses, permits, qualifications, and approval required to practice its profession and perform the contract services and shall comply with any and all applicable local, state, and federal laws in performing the contract services.

4. Relationship of Parties, No Third-Party Beneficiaries: CONSULTANT is an independent contractor under this Agreement. This Agreement gives no rights or benefits to anyone not named as a party to this Agreement, and there are no third party beneficiaries to this Agreement. In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY. CITY shall not control where and how services are performed. CITY shall not reimburse CONSULTANT for business expenses or supplies and shall not provide CONSULTANT with vacation, pension, insurance, or sick leave. CONSULTANT shall provide CONSULTANT’S own office, tools, and supplies and shall be free to engage in contracts with other persons or agencies, either public or private. CONSULTANT shall not be entitled to any rights and benefits accrued or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.

5. Subcontracts: CONSULTANT may use the services of independent contractors to perform a portion of its obligations under this Agreement with prior approval by CITY. Independent contractors and subcontractors shall be provided with a copy of this Agreement and shall agree to be bound by its terms. CONSULTANT shall be the responsible party with respect to all actions of its independent contractors and subcontractors, and shall obtain such insurance and indemnity provisions from contractors and subcontractors as CONSULTANT shall determine to be necessary.

6. No Discrimination: In performing the services under this
Agreement, CONSULTANT shall not discriminate in the employment of its employees and the engagement of any subcontractors on the basis of race, religion, color, national origin, ancestry, disability, marital status, pregnancy, medical condition, gender, sexual orientation, or political opinions or affiliation or any other criteria prohibited by law.

7. Insurance Requirements: CONSULTANT shall comply with the insurance requirements set forth in Exhibit B, attached to this Agreement and incorporated by reference. In addition, CONSULTANT, in accordance with the provisions of Section 3700 of the California Labor Code, shall secure at its own expense and maintain during the life of this Agreement, Workers’ Compensation coverage for its employees as necessary to protect CONSULTANT and its employees under the Workers’ Compensation Insurance and Safety Act. Such insurance shall be in a standard form and shall relieve CITY of all responsibility for such claims and or liability. CONSULTANT shall, prior to undertaking the work contemplated herein, supply CITY with a certificate of insurance evidencing that said insurance coverage is in full effect.

8. Indemnity and Hold Harmless: With the exception that this section shall in no event be construed to require indemnification by CONSULTANT to a greater extent than permitted under the public policy of the State of California, CONSULTANT shall, indemnify, protect, defend with counsel approved by CITY and at CONSULTANT'S sole cost and expense, and hold harmless CITY, its Mayor, Council, officials, representatives, agents employees and volunteers from and against any and all claims, causes of action, liabilities, judgments, awards, losses, liens, claims, stop notices, damages, expenses, and costs (including without limitation attorneys' fees, expert and consultant fees, and other expenses of litigation) of every nature, including, but not limited to, death or injury to persons, or damage to property, which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement, or from any violation of any federal, state, or municipal law or ordinance, or CITY Policy, by CONSULTANT or CONSULTANT'S officers, agents, employees, volunteers or subcontractors. CONSULTANT shall not be obligated to indemnify or defend CITY for claims finally determined by a court of law or arbitrator to arise from the active negligence or willful misconduct of the CITY. It is the intent of the Parties that this indemnity obligation is at least as broad as is permitted under California law. To the extent California Civil Code sections 2782, et seq., limit the defense or indemnity obligations of CONSULTANT to CITY, the intent hereunder is to provide the maximum defense and indemnity obligations allowed by CONSULTANT under the law. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

With the exception that this section shall in no event be construed to require indemnification, including the duty to defend, by CONSULTANT to a greater extent than permitted under the public policy of the State of California, the parties agree that CONSULTANT'S duty to defend CITY is immediate and arises upon
the filing of any claim against the CITY for damages which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement by CONSULTANT or CONSULTANT’S officers, agents, employees, volunteers or subcontractors. CONSULTANT’S duties and obligations to defend the CITY shall apply regardless of whether or not the issue of the CITY’S liability, breach of this Agreement, or other obligation or fault has been determined. CONSULTANT shall be immediately obligated to pay for CITY’S defense costs of the claim, including, but not limited to, court costs, attorney’s fees and costs, expert consultant and witness fees and costs, other witness fees, document reproduction costs, arbitration fees, and, if after final judgment an appeal is pursued, all of such costs for the appeal. At the conclusion of the claim, if there is any determination or finding of sole active negligence or willful misconduct on the part of the CITY, CITY will then reimburse CONSULTANT for amounts paid in excess of CONSULTANT’S proportionate share of responsibility for the damages within 30 days after CONSULTANT provides CITY with copies of all bills and expenses incurred in the defense of the claim(s). It is agreed between the parties that this reimbursement provision assures CONSULTANT is not obligated to defend or indemnify CITY in an amount greater than provided for under California law, including, without limitation, California Civil Code sections 2782, 2782.6, and 2782.8.

With the exception that this section shall in no event be construed to require indemnification by CONSULTANT to a greater extent than permitted under the public policy of the State of California, and in addition to the other indemnity obligations in this Agreement, CONSULTANT shall indemnify, defend, and hold harmless CITY its Mayor, Council, officials, representatives, agents employees and volunteers from and against all claims, losses, expenses, and costs including but not limited to attorneys’ fees, arising out of any claim brought against the CITY by an employee, office, agent, or volunteer of CONSULTANT, regardless of whether such claim may be covered by any applicable workers compensation insurance. CONSULTANT’S indemnification obligation is not limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONSULTANT under workers’ compensation acts, disability acts, or other employee benefit acts.

9. **Standard of Performance:** CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession. All services and/or products of whatever nature that CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing the profession of CONSULTANT and its agents, employees, and subcontractors assigned to perform the services contemplated by this Agreement.

10. **Ownership and Use of Documents and Electronic Media Deliverables:** All completed reports and other data or documents provided or prepared by CONSULTANT in accordance with this Agreement are the property
of CITY, and may be used by CITY at its own risk.

11. **Resolutions of Disputes, Forum, and Attorneys' Fees:** The laws of the State of California shall govern the interpretation of and the resolution of disputes under this Agreement. Any dispute arising from this Agreement shall be adjudicated in the courts of San Joaquin County in the State of California. If any claim, at law or otherwise is made by either party to this Agreement, the prevailing party shall be entitled to its costs and reasonable attorneys’ fees.

12. **Termination:** This Agreement shall continue until terminated as provided for herein. CITY may terminate this Agreement at any time by providing written notice to CONSULTANT. CONSULTANT may terminate this Agreement by providing thirty (30) days written notice to CITY. In the event CITY shall give such notice of termination, CONSULTANT shall immediately cease rendering services pursuant to this Agreement.

In the event CITY shall terminate this Agreement: (a) CITY shall have full ownership and control of all writings which have been delivered by CONSULTANT pursuant to this Agreement and all drafts of reports and writings which form the basis for any writing or report which would have been otherwise delivered to CITY pursuant to this Agreement; (b) CITY shall pay CONSULTANT the reasonable value of services rendered by CONSULTANT pursuant to this Agreement; provided, however, CITY shall not in any manner be liable for lost profits which might have been made by CONSULTANT had CONSULTANT completed the services required by this Agreement. In this regard, CONSULTANT shall furnish the CITY such financial information as in the judgment of the CITY representative is necessary to determine the reasonable value of the services rendered by CONSULTANT.

13. **Notices:** All notices, requests, demands and other communications hereunder shall be deemed given only if in writing signed by an authorized representative of the sender (may be other than the representative referred to in Paragraph 13 above), and delivered by facsimile with a hard copy mailed first class, postage prepaid, or when sent by a courier or express services guaranteeing overnight delivery to the receiving party, and addressed to the respective party as follows:

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

To CONSULTANT: Fathers and Families of San Joaquin
338 East Market St.
Stockton, CA 95202
14. **Entire Agreement:** This document, including all exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement.

15. **Severability:** If any portion of this Agreement or its application to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16. **Headings, Assignment and waiver:** The headings in this Agreement are inserted for convenience only and shall not constitute a part of it. Neither party to this Agreement shall assign its duties and obligations hereunder without the prior written consent of the other party. A waiver of any part or any provision of this Agreement, or a waiver of any breach of this Agreement, must be provided in writing and shall not be construed as a waiver of any other provision or any succeeding breach of the same or any other provisions herein.

17. **Auditing:** CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance.

    CONSULTANT agrees that CITY or its delegate will have the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspection and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

18. **Integration and Modification:** This Agreement represents the entire integrated agreement between CONSULTANT and CITY; supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties; and may be amended only by written instrument signed by CONSULTANT and CITY.

19. **Authority:** The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

```
//
//
```

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement as of the date first above written.
CITY OF STOCKTON, a municipal corporation

By
KURT WILSON
CITY MANAGER

ATTEST:

BONNIE PAIGE
CITY CLERK OF THE CITY OF STOCKTON

APPROVED AS TO FORM AND CONTENT:

JOHN M. LUEBBERKE
CITY ATTORNEY
EXHIBIT "A"

SCOPE OF SERVICES
FOR FATHERS AND FAMILIES OF SAN JOAQUIN

A. Scope of Services:
   1. Services to be performed:
      a. Facilitate a 16 week treatment program for 33 individuals
         selected from among the Ceasefire participants and Leadership
         Council over the course of 2 years.

B. Duration of Work Effort:
   CONSULTANT shall provide Services from July 1, 2016 to 
   June 30, 2018 unless sooner terminated or canceled pursuant to the provisions
   of the Agreement.
PROFESSIONAL FEE AND EXPENSES

This is a time and reimbursable expense arrangement as it pertains to the Strengthening Law Enforcement and Community Relations Grant Program. CITY agrees to pay CONSULTANT as follows based on the grant award approved by the Stockton City Council via Resolution No. 2016-06-28-1205.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Year 1</th>
<th>Year 2</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>16-week treatment program</td>
<td>$20,000</td>
<td>$20,000</td>
<td>$40,000</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$20,000</td>
<td>$20,000</td>
<td>$40,000</td>
</tr>
</tbody>
</table>

Exhibit B:
Insurance Requirements for Professional Services

Consultant 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 by the Consultant, its agents, representatives, or employees.

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 injury 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 or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

3. **Workers’ Compensation** insurance 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. *(Not required if consultant provides written verification it has no employees)*

4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant’s profession, with limit no less than $1,000,000 per occurrence or claim, $1,000,000 aggregate. *(If Claims-made, see below.)*

If the Consultant maintains higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to coverage for the higher limits maintained by the consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

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 Mayor, Council, officers, representatives, agents, employees and volunteers are to be covered as additional insureds on the CGL policy and AL policy with respect to liability arising out of work or operations...
performed by or on behalf of the Consultant 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 Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

**Primary Coverage**
For any claims related to this contract, the **Consultant’s insurance coverage shall be primary** insurance as respects the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers shall be excess of the Consultant’s insurance and shall not contribute with it. The City of Stockton does not accept primary endorsements limiting the Consultant’s insurance coverage to sole negligence.

**Notice of Cancellation**
Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City of Stockton.**

**Waiver of Subrogation**
Consultant hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Consultant 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.

**Deductibles and Self-Insured Retentions**
Any deductibles or self-insured retentions must be declared to and approved by the City of Stockton Risk Services. The City of Stockton may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

**Acceptability of Insurers**
Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII if admitted to do business in the State of California; if not admitted to do business in the State of California, insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A+:X.

**Claims Made Policies**
If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. If Claims Made policy form is used, a three (3) year discovery and reporting tail period of coverage is required after completion of work.

Verification of Coverage
Consultant shall furnish the City of Stockton with original certificates and amendatory endorsements required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. Failure to obtain the required documents prior to the work beginning shall not waive the Consultant’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, for any reason or no reason.

Consultant shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its Declarations Page and Endorsement Page for each of the required policies.

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

- City of Stockton
- Attention: Risk Services
- 425 N El Dorado Street
- Stockton, CA 95202

City of Stockton Risk Services Phone: 209-937-5037
City of Stockton Risk Services Fax: 209-937-8558

Maintenance of Insurance
If at any time during the life of the Contract or any extension, the Consultant fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

Subcontractors
Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

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.
PROFESSIONAL SERVICES CONTRACT FOR
CONSULTING SERVICES

This contract is entered into and effective on July 1, 2016, by and between the CITY OF STOCKTON, hereinafter referred to as "CITY," and FRIENDS OUTSIDE hereinafter referred to as "CONSULTANT."

Section 1
SCOPE OF SERVICES

Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide CITY the services described in Exhibit A, entitled “Scope of Services,” attached to this Agreement and incorporated by reference. CONSULTANT shall not be compensated for services outside the scope of services as set forth in Exhibit A unless, prior to the commencement of such services: (a) CONSULTANT notifies CITY and CITY agrees that such services are outside of the scope of services to be performed; (b) CONSULTANT estimates the additional compensation required for the additional services; and, (c) CITY, after notice, approves the additional services and amount of compensation.

Section 2
COMPENSATION

CITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner as set forth in Exhibit A, attached to this Agreement and incorporated by reference. Payments specified in Exhibit A shall be the only payments to be made to CONSULTANT for services rendered pursuant to this Agreement unless, pursuant to Section 1 above, CITY approves additional compensation for additional services.

CONSULTANT will submit monthly invoices to CITY for services completed and reasonable expenses incurred to the date of the invoice. All invoices will be itemized to reflect the categories of employees performing the requested tasks, the billing rate for each employee, and the hours for services.

All invoices sent by CONSULTANT to CITY shall be paid within thirty (30) days of receipt, provided supporting narrative and hours billed against the specific task allocations in the contract’s scope of work are included and acceptable to the CITY.
Section 3
TERMS AND CONDITIONS OF AGREEMENT

1. Time for Commencement and Completion of Services: CONSULTANT shall commence services on the date first set out above, and shall prosecute the services to completion, unless the agreement is terminated, as provided for herein or modified by CITY and agreed to by CONSULTANT.

2. Facilities and Property: CITY agrees to make its facilities accessible to CONSULTANT as required for CONSULTANT’s performance of its services.

3. License, Permits, and Compliance with Law: Prior to performing any services for CITY, CONSULTANT, if not already in possession of a valid City of Stockton business license shall obtain one at its own expense and maintain it for the duration of this Agreement. In addition, CONSULTANT represents that prior to commencing any services under this Agreement, it shall obtain and maintain at its own expense during the life of this Agreement any other licenses, permits, qualifications, and approval required to practice its profession and perform the contract services and shall comply with any and all applicable local, state, and federal laws in performing the contract services.

4. Relationship of Parties, No Third-Party Beneficiaries: CONSULTANT is an independent contractor under this Agreement. This Agreement gives no rights or benefits to anyone not named as a party to this Agreement, and there are no third party beneficiaries to this Agreement. In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY. CITY shall not control where and how services are performed. CITY shall not reimburse CONSULTANT for business expenses or supplies and shall not provide CONSULTANT with vacation, pension, insurance, or sick leave. CONSULTANT shall provide CONSULTANT’S own office, tools, and supplies and shall be free to engage in contracts with other persons or agencies, either public or private. CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.

5. Subcontracts: CONSULTANT may use the services of independent contractors to perform a portion of its obligations under this Agreement with prior approval by CITY. Independent contractors and subcontractors shall be provided with a copy of this Agreement and shall agree to be bound by its terms. CONSULTANT shall be the responsible party with respect to all actions of its independent contractors and subcontractors, and shall obtain such insurance and indemnity provisions from contractors and subcontractors as CONSULTANT shall determine to be necessary.
6. **No Discrimination:** In performing the services under this Agreement, CONSULTANT shall not discriminate in the employment of its employees and the engagement of any subcontractors on the basis of race, religion, color, national origin, ancestry, disability, marital status, pregnancy, medical condition, gender, sexual orientation, or political opinions or affiliation or any other criteria prohibited by law.

7. **Insurance Requirements:** CONSULTANT shall comply with the insurance requirements set forth in Exhibit B, attached to this Agreement and incorporated by reference. In addition, CONSULTANT, in accordance with the provisions of Section 3700 of the California Labor Code, shall secure at its own expense and maintain during the life of this Agreement, Workers’ Compensation coverage for its employees as necessary to protect CONSULTANT and its employees under the Workers' Compensation Insurance and Safety Act. Such insurance shall be in a standard form and shall relieve CITY of all responsibility for such claims and or liability. CONSULTANT shall, prior to undertaking the work contemplated herein, supply CITY with a certificate of insurance evidencing that said insurance coverage is in full effect.

8. **Indemnity and Hold Harmless:** With the exception that this section shall in no event be construed to require indemnification by CONSULTANT to a greater extent than permitted under the public policy of the State of California, CONSULTANT shall, indemnify, protect, defend with counsel approved by CITY and at CONSULTANT’S sole cost and expense, and hold harmless CITY, its Mayor, Council, officials, representatives, agents employees and volunteers from and against any and all claims, causes of action, liabilities, judgments, awards, losses, liens, claims, stop notices, damages, expenses, and costs (including without limitation attorneys' fees, expert and consultant fees, and other expenses of litigation) of every nature, including, but not limited to, death or injury to persons, or damage to property, which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement, or from any violation of any federal, state, or municipal law or ordinance, or CITY Policy, by CONSULTANT or CONSULTANT’S officers, agents, employees, volunteers or subcontractors. CONSULTANT shall not be obligated to indemnify or defend CITY for claims finally determined by a court of law or arbitrator to arise from the active negligence or willful misconduct of the CITY. It is the intent of the Parties that this indemnity obligation is at least as broad as is permitted under California law. To the extent California Civil Code sections 2782, et seq., limit the defense or indemnity obligations of CONSULTANT to CITY, the intent hereunder is to provide the maximum defense and indemnity obligations allowed by CONSULTANT under the law. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

With the exception that this section shall in no event be construed to require indemnification, including the duty to defend, by CONSULTANT to a greater extent than permitted under the public policy of the State of California, the parties agree that CONSULTANT’S duty to defend CITY is immediate and arises upon the filing of any claim against the CITY for damages which arise out of or are in any way connected
with the work performed, materials furnished, or services provided under this Agreement by CONSULTANT or CONSULTANT’S officers, agents, employees, volunteers or subcontractors. CONSULTANT’S duties and obligations to defend the CITY shall apply regardless of whether or not the issue of the CITY’S liability, breach of this Agreement, or other obligation or fault has been determined. CONSULTANT shall be immediately obligated to pay for CITY’S defense costs of the claim, including, but not limited to, court costs, attorney’s fees and costs, expert consultant and witness fees and costs, other witness fees, document reproduction costs, arbitration fees, and, if after final judgment an appeal is pursued, all of such costs for the appeal. At the conclusion of the claim, if there is any determination or finding of sole active negligence or willful misconduct on the part of the CITY, CITY will then reimburse CONSULTANT for amounts paid in excess of CONSULTANT’S proportionate share of responsibility for the damages within 30 days after CONSULTANT provides CITY with copies of all bills and expenses incurred in the defense of the claim(s). It is agreed between the parties that this reimbursement provision assures CONSULTANT is not obligated to defend or indemnify CITY in an amount greater than provided for under California law, including, without limitation, California Civil Code sections 2782, 2782.6, and 2782.8.

With the exception that this section shall in no event be construed to require indemnification by CONSULTANT to a greater extent than permitted under the public policy of the State of California, and in addition to the other indemnity obligations in this Agreement, CONSULTANT shall indemnify, defend, and hold harmless CITY its Mayor, Council, officials, representatives, agents employees and volunteers from and against all claims, losses, expenses, and costs including but not limited to attorneys’ fees, arising out of any claim brought against the CITY by an employee, office, agent, or volunteer of CONSULTANT, regardless of whether such claim may be covered by any applicable workers’ compensation insurance. CONSULTANT’S indemnification obligation is not limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONSULTANT under workers’ compensation acts, disability acts, or other employee benefit acts.

9. Standard of Performance: CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession. All services and/or products of whatever nature that CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing the profession of CONSULTANT and its agents, employees, and subcontractors assigned to perform the services contemplated by this Agreement.

10. Ownership and Use of Documents and Electronic Media Deliverables: All completed reports and other data or documents provided or prepared by CONSULTANT in accordance with this Agreement are the property of CITY, and may be used by CITY at its own risk.
11. **Resolutions of Disputes, Forum, and Attorneys’ Fees:** The laws of the State of California shall govern the interpretation of and the resolution of disputes under this Agreement. Any dispute arising from this Agreement shall be adjudicated in the courts of San Joaquin County in the State of California. If any claim, at law or otherwise is made by either party to this Agreement, the prevailing party shall be entitled to its costs and reasonable attorneys’ fees.

12. **Termination:** This Agreement shall continue until terminated as provided for herein. CITY may terminate this Agreement at any time by providing written notice to CONSULTANT. CONSULTANT may terminate this Agreement by providing thirty (30) days written notice to CITY. In the event CITY shall give such notice of termination, CONSULTANT shall immediately cease rendering services pursuant to this Agreement.

In the event CITY shall terminate this Agreement: (a) CITY shall have full ownership and control of all writings which have been delivered by CONSULTANT pursuant to this Agreement and all drafts of reports and writings which form the basis for any writing or report which would have been otherwise delivered to CITY pursuant to this Agreement; (b) CITY shall pay CONSULTANT the reasonable value of services rendered by CONSULTANT pursuant to this Agreement; provided, however, CITY shall not in any manner be liable for lost profits which might have been made by CONSULTANT had CONSULTANT completed the services required by this Agreement. In this regard, CONSULTANT shall furnish the CITY such financial information as in the judgment of the CITY representative is necessary to determine the reasonable value of the services rendered by CONSULTANT.

13. **Notices:** All notices, requests, demands and other communications hereunder shall be deemed given only if in writing signed by an authorized representative of the sender (may be other than the representative referred to in Paragraph 13 above), and delivered by facsimile with a hard copy mailed first class, postage prepaid, or when sent by a courier or express services guaranteeing overnight delivery to the receiving party, and addressed to the respective party as follows:

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

To CONSULTANT:  
Friends Outside  
7272 Murray Drive  
Stockton, CA 95210
14. **Entire Agreement:** This document, including all exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement.

15. **Severability:** If any portion of this Agreement or its application to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16. **Headings, Assignment and Waiver:** The headings in this Agreement are inserted for convenience only and shall not constitute a part of it. Neither party to this Agreement shall assign its duties and obligations hereunder without the prior written consent of the other party. A waiver of any part or any provision of this Agreement, or a waiver of any breach of this Agreement, must be provided in writing and shall not be construed as a waiver of any other provision or any succeeding breach of the same or any other provisions herein.

17. **Auditing:** CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance.

   CONSULTANT agrees that CITY or its delegate will have the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspection and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

18. **Integration and Modification:** This Agreement represents the entire integrated agreement between CONSULTANT and CITY; supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties; and may be amended only by written instrument signed by CONSULTANT and CITY.

19. **Authority:** The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.
IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement as of the date first above written.

CITY OF STOCKTON,
a municipal corporation

By ________________________________

By ________________________________
KURT O. WILSON
CITY MANAGER

ATTEST:

_____________________________
BONNIE PAIGE
CITY CLERK OF THE CITY OF
STOCKTON

APPROVED AS TO FORM AND
CONTENT:

By ________________________________
JOHN M. LUEMBERKE
CITY ATTORNEY
EXHIBIT “A”

SCOPE OF SERVICES
FOR FRIENDS OUTSIDE

A. Scope of Services:
1. Services to be performed:
   a. In consultation with the City, design and develop an implementation plan to form the Leadership Council, outline the purpose and activities of the Leadership Council and the responsibilities of Friends Outside and the City in supporting the Leadership Council; prepare presentation materials to outline the Leadership Council implementation plan to City staff;
   b. Assist in the preparation of Ceasefire Call-ins and focus groups; providing meals, beverages, and supplies at Call-ins and focus groups; attendance and client support at Call-ins, participate in focus groups following Call-ins and one-on-one follow-up work with Call-in participants;
   c. One full-time Case Manager to provide the core staff support for the formation and guidance of the Leadership Council; coordinate efforts of the Leadership Council with the OVP Case Manager assigned to the Leadership Council;
   d. 15 hours per month for the design and coaching of staff related to the development of the Leadership Council;
   e. Provide support to family and loved ones identified to participate in the Call-in meetings, and related services to clients and family members that include but are not limited to parenting classes, counseling, purchasing household goods, emergency temporary housing or lodging in crisis situations and other purchases for work readiness;
   f. Conduct four training series: two to help clients become self-sufficient in a number of areas, and two to improve the case management performance of the Community Partners supporting Leadership Council clients;
   g. Coordinate client involved community events, such as a leadership group project or incentive activities for ceasefire clients in collaboration with core staff.
   h. Collect and report out monthly the following metrics:
      A. Number of Leadership Council participants
      B. Number of Leadership Council meetings
C. Number of individuals that receive services related to this MOU.

B. Duration of Work Effort:
CONSULTANT shall provide Services from July 1, 2016 to June 30, 2018 unless sooner terminated or canceled pursuant to the provisions of the Agreement.

PROFESSIONAL FEE AND EXPENSES

This is a time and reimbursable expense arrangement as it pertains to the Strengthening Law Enforcement and Community Relations Grant Program. CITY agrees to pay CONSULTANT as follows based on the grant award approved by the Stockton City Council via Resolution No. 2016-06-28-1205.

<table>
<thead>
<tr>
<th>Activity</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development and facilitation of Leadership Council, Ceasefire support, training, and reporting on metrics in line with above Scope of Services</td>
<td>$200,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$200,000</td>
</tr>
</tbody>
</table>


Exhibit “B”

Insurance Requirements for Professional Services

Consultant 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 by the Consultant, its agents, representatives, or employees.

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 injury 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 or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

3. **Workers’ Compensation** insurance 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. *(Not required if consultant provides written verification it has no employees)*

4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant’s profession, with limit no less than $1,000,000 per occurrence or claim, $1,000,000 aggregate. *(If Claims-made, see below.)*

If the Consultant maintains higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to coverage for the higher limits maintained by the consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

**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 Mayor, Council, officers, representatives, agents, employees and volunteers are to be covered as additional insureds on the CGL policy and AL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant 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 Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

**Primary Coverage**

For any claims related to this contract, the Consultant’s insurance coverage shall be primary insurance as respects the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers shall be excess of the Consultant’s insurance and shall not contribute with it. The City of Stockton does not accept primary endorsements limiting the Consultant’s insurance coverage to sole negligence.

**Notice of Cancellation**

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

**Waiver of Subrogation**

Consultant hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Consultant 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.

**Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City of Stockton Risk Services. The City of Stockton may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

**Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII if admitted to do business in the State of California; if not admitted to do business in the State of California, insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A+:X.
Claims Made Policies
If any of the required policies provide coverage on a claims-made basis:
1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. If Claims Made policy form is used, a three (3) year discovery and reporting tail period of coverage is required after completion of work.

Verification of Coverage
Consultant shall furnish the City of Stockton with original certificates and amendatory endorsements required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. Failure to obtain the required documents prior to the work beginning shall not waive the Consultant’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, for any reason or no reason.

Consultant shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its Declarations Page and Endorsement Page for each of the required policies.

Certificate Holder Address
Proper address for mailing certificates, endorsements and notices shall be:
- City of Stockton
- Attention: Risk Services
- 425 N El Dorado Street
- Stockton, CA 95202
City of Stockton Risk Services Phone: 209-937-5037
City of Stockton Risk Services Fax: 209-937-8558

Maintenance of Insurance
If at any time during the life of the Contract or any extension, the Consultant fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

Subcontractors
Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

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.
PROFESSIONAL SERVICES CONTRACT FOR
CONSULTING SERVICES

This contract is entered into and effective on July 1, 2016, by and between the CITY OF STOCKTON, hereinafter referred to as "CITY," and URBAN INSTITUTE hereinafter referred to as "CONSULTANT."

Section 1
SCOPE OF SERVICES

Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide CITY the services described in Exhibit A, entitled “Scope of Services,” attached to this Agreement and incorporated by reference. CONSULTANT shall not be compensated for services outside the scope of services as set forth in Exhibit A unless, prior to the commencement of such services: (a) CONSULTANT notifies CITY and CITY agrees that such services are outside of the scope of services to be performed; (b) CONSULTANT estimates the additional compensation required for the additional services; and, (c) CITY, after notice, approves the additional services and amount of compensation.

Section 2
COMPENSATION

CITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner as set forth in Exhibit A, attached to this Agreement and incorporated by reference. Payments specified in Exhibit A shall be the only payments to be made to CONSULTANT for services rendered pursuant to this Agreement unless, pursuant to Section 1 above, CITY approves additional compensation for additional services.

CONSULTANT will submit monthly invoices to CITY for services completed and reasonable expenses incurred to the date of the invoice. All invoices will be itemized to reflect the categories of employees performing the requested tasks, the billing rate for each employee, and the hours for services.

All invoices sent by CONSULTANT to CITY shall be paid within thirty (30) days of receipt, provided supporting narrative and hours billed against the specific task allocations in the contract's scope of work are included and acceptable to the CITY.
Section 3
TERMS AND CONDITIONS OF AGREEMENT

1. Time for Commencement and Completion of Services: CONSULTANT shall commence services on the date first set out above, and shall prosecute the services to completion, unless the agreement is terminated, as provided for herein or modified by CITY and agreed to by CONSULTANT.

2. Facilities and Property: CITY agrees to make its facilities accessible to CONSULTANT as required for CONSULTANT’s performance of its services.

3. License, Permits, and Compliance with Law: Prior to performing any services for CITY, CONSULTANT, if not already in possession of a valid City of Stockton business license shall obtain one at its own expense and maintain it for the duration of this Agreement. In addition, CONSULTANT represents that prior to commencing any services under this Agreement, it shall obtain and maintain at its own expense during the life of this Agreement any other licenses, permits, qualifications, and approval required to practice its profession and perform the contract services and shall comply with any and all applicable local, state, and federal laws in performing the contract services.

4. Relationship of Parties, No Third-Party Beneficiaries: CONSULTANT is an independent contractor under this Agreement. This Agreement gives no rights or benefits to anyone not named as a party to this Agreement, and there are no third party beneficiaries to this Agreement. In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY. CITY shall not control where and how services are performed. CITY shall not reimburse CONSULTANT for business expenses or supplies and shall not provide CONSULTANT with vacation, pension, insurance, or sick leave. CONSULTANT shall provide CONSULTANT’S own office, tools, and supplies and shall be free to engage in contracts with other persons or agencies, either public or private. CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.

5. No Discrimination: In performing the services under this Agreement, CONSULTANT shall not discriminate in the employment of its employees and the engagement of any subcontractors on the basis of race, religion, color, national origin, ancestry, disability, marital status, pregnancy, medical condition, gender, sexual orientation, or political opinions or affiliation or any other criteria prohibited by law.

6. Insurance Requirements: CONSULTANT shall comply with the insurance requirements set forth in Exhibit B, attached to this Agreement and
incorporated by reference. In addition, CONSULTANT, in accordance with the provisions of Section 3700 of the California Labor Code, shall secure at its own expense and maintain during the life of this Agreement, Workers’ Compensation coverage for its employees as necessary to protect CONSULTANT and its employees under the Workers’ Compensation Insurance and Safety Act. Such insurance shall be in a standard form and shall relieve CITY of all responsibility for such claims and or liability. CONSULTANT shall, prior to undertaking the work contemplated herein, supply CITY with a certificate of insurance evidencing that said insurance coverage is in full effect.

7. **Indemnity and Hold Harmless:** Notwithstanding any references to the contrary in the Agreement documents, CONSULTANT assumes full liability for all of its acts in the performance of this Agreement. Both parties will save and indemnify and keep harmless the other party against all liabilities, judgments, costs, and expenses which may be claimed against that party in consequence of the granting of this Agreement, or which may result from the carelessness or neglect of either party, or the agents, employees or workmen of either party in any respect whatever. If judgment is recovered, whether in suits of law or in equity, against either party by reason of the carelessness, negligence, or by acts or omissions of the other party, such persons, firms or corporations carrying out the provisions of the Agreement for the latter party, the latter party assumes full liability for such judgment not only as to the amount of damages, but also the cost, attorney’s fees or other expenses resulting therefrom.

8. **Standard of Performance:** CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession. All services and/or products of whatever nature that CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing the profession of CONSULTANT and its agents, employees, and subcontractors assigned to perform the services contemplated by this Agreement.

9. **Ownership and Use of Documents and Electronic Media Deliverables:** All completed reports and other data or documents provided or prepared by CONSULTANT in accordance with this Agreement are the property of CITY, and may be used by CITY at its own risk.

CITY grants CONSULTANT to a paid-up, non-exclusive, irrevocable worldwide license to publish information and reports developed under this Agreement, distribute, create derivative works of, and otherwise use all tangible results and items created by CONSULTANT in the course of performing, or constituting the results of the Agreement.
10. **Resolutions of Disputes, Forum, and Attorneys’ Fees:** The laws of the State of California shall govern the interpretation of and the resolution of disputes under this Agreement. If any claim, at law or otherwise is made by either party to this Agreement, the prevailing party shall be entitled to its costs and reasonable attorneys’ fees.

11. **Termination:** This Agreement shall continue until terminated as provided for herein. CITY may terminate this Agreement at any time by providing written notice to CONSULTANT. CONSULTANT may terminate this Agreement by providing thirty (30) days written notice to CITY. In the event CITY shall give such notice of termination, CONSULTANT shall immediately cease rendering services pursuant to this Agreement.

In the event CITY shall terminate this Agreement: (a) CITY shall have full ownership and control of all writings which have been delivered by CONSULTANT pursuant to this Agreement and all drafts of reports and writings which form the basis for any writing or report which would have been otherwise delivered to CITY pursuant to this Agreement; (b) CITY shall pay CONSULTANT the reasonable value of services rendered by CONSULTANT pursuant to this Agreement; provided, however, CITY shall not in any manner be liable for lost profits which might have been made by CONSULTANT had CONSULTANT completed the services required by this Agreement. In this regard, CONSULTANT shall furnish the CITY such financial information as in the judgment of the CITY representative is necessary to determine the reasonable value of the services rendered by CONSULTANT.

12. **Notices:** All notices, requests, demands and other communications hereunder shall be deemed given only if in writing signed by an authorized representative of the sender (may be other than the representative referred to in Paragraph 13 above), and delivered by facsimile with a hard copy mailed first class, postage prepaid, or when sent by a courier or express services guaranteeing overnight delivery to the receiving party, and addressed to the respective party as follows:

To CITY:                To CONSULTANT:
City of Stockton       Urban Institute
City Hall             2100 M Street NW
425 N. El Dorado Street
Stockton, CA 95202    Washington, DC 20037
Attn: City Manager

13. **Entire Agreement:** This document, including all exhibits, contains the entire agreement between the parties and supersedes whatever oral or
written understanding they may have had prior to the execution of this Agreement.

14. **Severability:** If any portion of this Agreement or its application to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. **Headings, Assignment and Waiver:** The headings in this Agreement are inserted for convenience only and shall not constitute a part of it. Neither party to this Agreement shall assign its duties and obligations hereunder without the prior written consent of the other party. A waiver of any part or any provision of this Agreement, or a waiver of any breach of this Agreement, must be provided in writing and shall not be construed as a waiver of any other provision or any succeeding breach of the same or any other provisions herein.

16. **Auditing:** CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspection and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

17. **Integration and Modification:** This Agreement represents the entire integrated agreement between CONSULTANT and CITY; supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties; and may be amended only by written instrument signed by CONSULTANT and CITY.

18. **Authority:** The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

//
//
//
//
//
IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement as of the date first above written.

CITY OF STOCKTON,  
a municipal corporation  

By __________________________

By __________________________  
KURT O. WILSON  
CITY MANAGER

ATTEST:

______________________________  
BONNIE PAIGE  
CITY CLERK OF THE CITY OF STOCKTON

APPROVED AS TO FORM AND CONTENT:

By __________________________  
JOHN M. LUEBBERKE  
CITY ATTORNEY
EXHIBIT “A”

SCOPE OF SERVICES
FOR URBAN INSTITUTE

A. Scope of Services:
   1. Services to be performed:
      a. Develop a Local Evaluation Plan, including an intervention logic model and suggested approach for measuring process and impacts. Includes development of a draft evaluation plan and revision based on feedback.
      b. Assess the Procedural Justice and Implicit Bias training for officers tasked with Stockton’s Ceasefire Program through:
         i. Developing a survey for pilot training participants to measure impact of training on their perceptions and attitudes
            1. Stockton PD trainers will distribute and collect the surveys of training participants, and enter the data from paper surveys.
            2. Urban will develop a web-based survey data entry portal.
         ii. Conducting focus groups of officer and community member pilot training participants and Leadership Committee members.
      c. Prepare report summarizing findings from the pilot training evaluation

B. Duration of Work Effort:

   CONSULTANT shall provide Services from **July 1, 2016** to **June 30, 2018** unless sooner terminated or canceled pursuant to the provisions of the Agreement.
**PROFESSIONAL FEE AND EXPENSES**

This is a time and reimbursable expense arrangement as it pertains to the Strengthening Law Enforcement and Community Relations Grant Program. CITY agrees to pay CONSULTANT as follows based on the grant award approved by the Stockton City Council via Resolution No. 2016-06-28-1205.

<table>
<thead>
<tr>
<th>Activity</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development of Local Evaluation Plan, collection of data and an assessment of Procedural Justice/Implicit Bias training</td>
<td>$89,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$89,000</strong></td>
</tr>
</tbody>
</table>
Exhibit “B”
Insurance Requirements for Professional Services

Consultant 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 by the Consultant, its agents, representatives, or employees.

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 injury 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 or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

3. **Workers’ Compensation** insurance 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. *(Not required if consultant provides written verification it has no employees)*

4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant’s profession, with limit no less than $1,000,000 per occurrence or claim, $1,000,000 aggregate. *(If Claims-made, see below.)*

If the Consultant maintains higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to coverage for the higher limits maintained by the consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

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 Mayor, Council, officers, representatives, agents, employees and volunteers are to be covered as additional insureds on the CGL policy and AL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant 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 Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage
For any claims related to this contract, the Consultant’s insurance coverage shall be primary insurance as respects the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers shall be excess of the Consultant’s insurance and shall not contribute with it. The City of Stockton does not accept primary endorsements limiting the Consultant’s insurance coverage to sole negligence.

Notice of Cancellation
Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City of Stockton.

Waiver of Subrogation
Consultant hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Consultant 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.

Deductibles and Self-Insured Retentions
Any deductibles or self-insured retentions must be declared to and approved by the City of Stockton Risk Services. The City of Stockton may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers
Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII if admitted to do business in the State of California; if not admitted to do business in the State of California, insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A+:X.
Claims Made Policies
If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. If Claims Made policy form is used, a three (3) year discovery and reporting tail period of coverage is required after completion of work.

Verification of Coverage
Consultant shall furnish the City of Stockton with original certificates and amendatory endorsements required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. Failure to obtain the required documents prior to the work beginning shall not waive the Consultant’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, for any reason or no reason.

Consultant shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its Declarations Page and Endorsement Page for each of the required policies.

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

- City of Stockton
- Attention: Risk Services
- 425 N El Dorado Street
- Stockton, CA 95202

City of Stockton Risk Services Phone: 209-937-5037
City of Stockton Risk Services Fax: 209-937-8558

Maintenance of Insurance
If at any time during the life of the Contract or any extension, the Consultant fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.
APPROVE PROFESSIONAL SERVICES AGREEMENTS FOR BSCC GRANT

RECOMMENDATION

It is recommended that the City Council adopt a motion authorizing the Professional Services Agreements with Friends Outside, Fathers and Families of San Joaquin, and the Urban Institute associated with the approved Strengthening Law Enforcement and Community Relations Grant.

Summary

On June 28, 2016, the City Council accepted a grant award from the State of California’s Board of State and Community Corrections (BSCC) for Strengthening Law Enforcement and Community Relations grant in the amount of $600,000 for a two-year period beginning July 1, 2016. The grant award requires additional contracts be executed with sub-recipients for professional services related to building community relations and evaluating the impact of the grant-funded program.

A minimum of 30 percent of the grant is required to fund community partner efforts to strengthen law enforcement and community relations. Stockton applied for $240,000 towards this effort and identified two partners: Friends Outside (awarded $200,000) and Fathers and Families of San Joaquin (awarded $40,000). A minimum of five percent is required to fund data collection and evaluation efforts. Stockton applied for $89,000 towards data collection and evaluation and identified the Urban Institute to complete this task.

DISCUSSION

Background

The Strengthening Law Enforcement and Community Relations grant opportunity was only made available to municipal police departments, county sheriff’s departments or cities that contract for law enforcement services. Applicants were required to address at least two of the six pillars identified in the President’s Task Force on 21st Century Policing: 1) Building Trust and Legitimacy; 2) Policy and Oversight; 3) Technology and Social Media; 4) Community Policing and Crime Reduction; 5) Training and Education; 6) and Officer Wellness and Safety.

The Stockton Police Department (SPD) proposed to partner with the Office of Violence Prevention (OVP), Friends Outside, Fathers and Families of San Joaquin (FFSJ), and the Urban Institute to strengthen police and community relations through three main interlocking initiatives focused on practice and policy, training, and community engagement. Through these initiatives, the SPD will address Pillar One: Building Trust and Legitimacy and Pillar Five: Training and Education. The two
project goals include: the reduction of shootings through continued implementation of Ceasefire, and to measurably strengthen the relationship between the SPD and the residents of Stockton most affected by violence. This will be accomplished through an advanced Procedural Justice/Implicit Bias training curriculum and the establishment of a Leadership Council providing honest and constructive assessment to the SPD.

Present Situation

The grant requires a minimum of 30 percent of funds be allocated to community partners to help the SPD accomplish its goals. The two partners selected are Friends Outside and Fathers and Families of San Joaquin.

Friends Outside will provide the core staff support for the formation and guidance of the Leadership Council, facilitate the Ceasefire Call-in meetings, engage the Ceasefire participants, and work with the Leadership Council to develop their leadership capacity. The Executive Director and Deputy Director of Friends Outside will provide 15 hours per month for the design and coaching of staff related to the development of the Leadership Council. The organization will provide support and services to family and loved ones identified to participate in the Call-in meetings. Finally, Friends Outside will conduct four training series: two to help clients become self-sufficient in various areas and two to improve the case management performance of the partners supporting the Leadership Council clients. The proposed contract is included for approval as “Attachment A - Professional Services Agreement Friends Outside.”

The SPD will also partner with Fathers and Families of San Joaquin (FFSJ), specifically for the services of their Trauma Recovery Center. FFSJ offers a desperately needed resource to the highest risk clients and their family members who have regularly experienced violence. FFSJ will facilitate a 16-week treatment program for 33 individuals selected by the partners from among the Ceasefire participants and Leadership Council. The 16-week treatment program will be closely coordinated with the support efforts of the OVP Outreach Worker and Friends Outside Case Manager assigned to work with the Leadership Council. The proposed contract is included for approval as “Attachment B - Professional Services Agreement FFSJ.”

Finally, the grant also requires a portion of the funds be used for Data Collection/Evaluation which will be under the leadership of the Urban Institute. The SPD is currently working with the Urban Institute as part of its participation in the National Initiative on Building Community Trust and Justice. Specific to this grant, the Urban Institute will develop a Local Evaluation Plan, collect data, and assess the Procedural Justice/Implicit Bias training for officers tasked with Stockton’s Ceasefire Program. The proposed contract for this effort is included for approval as “Attachment C - Professional Services Agreement Urban Institute.”
The approved grant budget for Community Partners and Data Collection/Evaluation is as follows:

<table>
<thead>
<tr>
<th>Budget Line Items</th>
<th>Grant Funds</th>
<th>Cash Match</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Partner Contracts</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Friends Outside</td>
<td>200,000</td>
<td></td>
<td>$200,000</td>
</tr>
<tr>
<td>Fathers and Families of San Joaquin</td>
<td>40,000</td>
<td></td>
<td>$40,000</td>
</tr>
<tr>
<td>Data Collection/Evaluation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Urban Institute</td>
<td>$70,000</td>
<td>$19,000</td>
<td>$89,000</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$310,000</td>
<td>$19,000</td>
<td>$329,000</td>
</tr>
</tbody>
</table>

The portion of the grant award paying for Community Partner contracts and Data Collection/Evaluation is for $310,000 plus a City-funded match of $19,000 for a total of $329,000. Grant funds will be placed in Account No. 025-6498. Per Resolution No. 2016-06-28-1205, the general fund was approved to be used as the cash match, which requires $19,000 in Fiscal Year 2016-17, funded by the City’s General Fund Grant Match. Sufficient funds are available for the $19,000 match in the General Fund grant match transfer Account No. 010-0000-992 in Fiscal Year 2016-17.

Attachment A - Professional Services Agreement Friends Outside
Attachment B - Professional Services Agreement FFSJ
Attachment C - Professional Services Agreement Urban Institute
AGREEMENT

FATHERS & FAMILIES OF SAN JOAQUIN

This Agreement made and entered into on NOV 5, 2014 by and between the City of Stockton, a municipal corporation ("CITY") and Fathers & Families of San Joaquin, a California non-profit corporation ("CORPORATION").

WITNESSETH:

WHEREAS, CITY is concerned that there are limited resources available for at-risk youth, families, and seniors; and

WHEREAS, CORPORATION demonstrated to CITY that they have the expertise and credibility with the community to successfully administer programs which encourage seniors to be socially independent in Stockton; and

WHEREAS, CORPORATION demonstrated to CITY that they have the expertise and credibility with the community to successfully administer programs which target at-risk youths and re-entry adults through education and employment in Stockton; and

WHEREAS, CITY desires to enter into this AGREEMENT with CORPORATION to cooperate in supporting Elders Program and the Education and Employment Program at the Father's & Families' facility in Stockton;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. CORPORATION SERVICES - CORPORATION shall provide the following community services to all residents of the City of Stockton. In providing these services, CORPORATION shall undertake its "best efforts" in attaining the goals and results stated herein which have been mutually established by CORPORATION and CITY for the benefit of its citizens.
A. **Elder's Program:**

Provide a range of on-site programs and services including social services, special events, meals, and recreation to meet the needs of older adults, with the intent of encouraging seniors to be socially independent.

B. **Education & Employment Program:**

Provide targeted educational and employment services for at-risk youths and re-entry adults by career path development, assistance with resume writing and interview techniques, GED attainment, financial aid and college application support.

II. **Non-Exclusion of Services** - All services of CORPORATION provided under this Agreement shall be available and rendered to every resident or prospective resident of CITY on an equal basis. However, because federal Community Development Block Grant (CDBG) funds are used in support of said services, CORPORATION shall meet the HUD national objective of the CDBG program by directing services in a manner which principally benefits (70% or more) persons and families of low and moderate income as now defined or as amended during the term of this Agreement in the federal CDBG Program Regulations. (Copy of current HUD income limits are attached and incorporated by this reference as EXHIBIT "A").

III. **Compensation** - For those services described in Paragraph I above, CITY shall reimburse to CORPORATION the actual costs incurred in providing services not to exceed the total sum of **fifteen thousand and zero dollars ($15,000)**. Payments will be based on actual monthly costs incurred in performing services during the prior month as substantiated by invoices, bills, receipts and payroll records. Within 15 days following the end of the month, CORPORATION shall submit a requisition itemizing all costs incurred by budget
category as contained on the attached form marked EXHIBIT "B" and incorporated by this reference. All costs listed on requisition shall be accompanied by copies of invoices, bills, receipts or payroll records. All payments shall be made to CORPORATION within 30 days after the date requisition is received by CITY. The purchase of equipment and any special or unusual travel expenses with CITY funds are ineligible expenses. City shall only be obligated to pay CORPORATION upon City's receipt of grant funds from the U.S, Department of Housing and Urban Development (HUD).

IV. **SPECIAL TRAVEL** - CORPORATION agrees that it will not incur any costs for travel and accommodations beyond that which is necessary and customary in carrying out the day-to-day activities in providing services described herein.

V. **TERM** - The services of CORPORATION shall commence upon execution of this AGREEMENT and all of the services required hereunder shall be undertaken and completed no later than one year after the execution of this AGREEMENT, provided that CITY may terminate this AGREEMENT at any time during the term of this AGREEMENT by giving 30-day written notice to CORPORATION of its intention to terminate this AGREEMENT. In the event of termination, CORPORATION shall be entitled to compensation for all eligible expenses incurred up to the date of termination.

VI. **HOLD HARMLESS** - CORPORATION shall release and hold harmless and shall defend and indemnify CITY, its Council, Boards, Commission, officers, agents and employees, including the payment of attorney fees, from any and all liability whatsoever caused by, arising out of, or relating to the activities of CORPORATION, its officers, agents or employees in providing the aforementioned services. The duty to defend and the duty to indemnify are separate and distinct obligations. The obligation of this section shall survive the termination of this agreement.
VII. **INSURANCE** - **CORPORATION** shall submit proof of insurance coverage for personal injury and property damage with limits and other requirements as stated in Exhibit "C," attached and incorporated by reference.

VIII. **RECORDS** - Community Development Block Grant funds provided herein shall be used in such a manner that they principally benefit persons of low and moderate income residing within or expected to reside within **CITY**. This requires that the expenditure of these funds shall be made in a manner that services rendered principally benefit (70% or more) persons of low and moderate income residing within or expected to reside within **CITY**.

**CORPORATION** shall maintain records of the ethnic background, economic status and female headed households of recipients of assistance and services. **CORPORATION** shall report this information to **CITY** in sufficient detail for **CITY** to comply with federal regulations in completing its annual "Consolidated Annual Performance and Evaluation Report."

**CORPORATION'S** Director shall be responsible for the overall administration of services, supervision of staff, and programmatic activity for the Small Business Development Center – San Joaquin Delta College, which provides direct services to small businesses and individual clients and maintaining client files. **CORPORATION** shall compile statistical data from the files on the number of clients served and the services that were rendered. Statistical information gathered will be used for reports and monitoring program effectiveness.

IX. **FINANCIAL AND PERFORMANCE REPORTS** - **CORPORATION** shall submit to **CITY** a detailed financial and performance statement in a form which shall be acceptable to **CITY** within 30 days following the June 30, 2015 year-end closing date or the effective date of termination, whichever shall first occur. Said statements shall cover that three-month period of operation prior to the aforementioned dates. **CORPORATION** shall permit **CITY**, HUD or other federal agents access to all program and fiscal records of **CORPORATION**. **CITY** shall
also be permitted access to all program fiscal records during normal hours of operations and after reasonable notice has been given.

X. **HUD REQUIREMENTS** - CORPORATION shall remain responsible and accountable for the performance of the terms and conditions of this AGREEMENT, notwithstanding that CORPORATION may employ consultants to perform any of its activities. CORPORATION will be responsible for complying with federal program and funding requirements of the U. S. Department of Housing and Urban Development (HUD). As a recipient of CDBG funds, CORPORATION agrees to comply with HUD requirements set forth in Exhibit "D" which is incorporated as a part of this AGREEMENT.

XI. **STATUS OF CORPORATION** - In the performance of all services to be performed by CORPORATION pursuant to this AGREEMENT, it is expressly understood that CORPORATION is an independent contractor and shall not be considered to be an employee of CITY for any purpose.

XII. **ADMINISTRATION** - CORPORATION hereby covenants that it will undertake all actions, policies and administrative procedures necessary to comply with the rules and regulations of Title I of the Housing and Community Development Act of 1974, as amended and, more particularly, the U.S. Department of Housing and Urban Development's CDBG entitlement "Grantee Certifications," a copy of which is attached hereto and incorporated by reference as EXHIBIT "E". CORPORATION hereby acknowledges violation of said certifications shall constitute, at CITY'S sole discretion, grounds for termination of this AGREEMENT.

XIII. **ENTIRE AGREEMENT** - This AGREEMENT supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement which is not contained herein shall be valid or binding. This AGREEMENT shall not be modified or amended except by a written agreement, signed by the parties.
XIV. ASSIGNMENT - Neither this AGREEMENT, nor any duties or obligations hereunder, shall be assignable by CORPORATION without the prior written consent of CITY. In the event of an assignment by CORPORATION to which CITY has consented, the assignee or its legal representative shall agree in writing with CITY to personally assume, perform, and be bound by the covenants, obligations and agreements contained herein.

XV. NOTICE OR COMMUNICATION - Any notice or communication under this AGREEMENT by either party to the other shall be sufficiently given if delivered by personal service or if dispatched by registered mail, postage prepaid, return receipt requested, and;

A. Notice or communication to CORPORATION is addressed as follows:
   Fathers & Families of San Joaquin
   P.O. Box 30674
   Stockton, CA 95213
   Attn: Executive Director

B. Notice or communication to CITY is addressed as follows:
   City of Stockton Economic Development Department
   425 N. El Dorado Street, 3rd Floor
   Stockton, CA 95202
   Attn: Director

XVI. SUCCESSORS AND ASSIGNS - Subject to the provision regarding assignment, this AGREEMENT shall be binding on the heirs, executors, administrators, successors and assigns of the respective parties.

XVII. ATTORNEY’S FEES - If any action at law or in equity is brought to enforce or interpret the provisions of this AGREEMENT, the prevailing party shall be entitled to costs and reasonable attorney’s fees in addition to any other relief to which it may be entitled.

XVIII. GOVERNING LAW - The validity of this AGREEMENT and of any of its terms or
provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California. Venue shall be in San Joaquin County and/or the Eastern District of California in the Federal court system.

XIX. This AGREEMENT may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and first year hereinabove written.

FATHERS AND FAMILIES OF SAN JOAQUIN

BY ________________________________
ITS _______________________________

ATTEST: CITY OF STOCKTON

BONNIE PAIGE
CITY CLERK

BY ________________________________
KURT WILSON
CITY MANAGER

APPROVED AS TO FORM:

JOHN LUEBBERKE
CITY ATTORNEY

By: ________________________________

::ODMA\GRPW\E\COS.HRD.HRD_Library.117053.1
## Income Eligibility by Household Size

<table>
<thead>
<tr>
<th>Household Size (Number of Persons Residing in Home)</th>
<th>30% of Median (Extremely Low Income)</th>
<th>50% of Median (Very Low Income)</th>
<th>80% of Median (Low Income)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$12,600</td>
<td>$21,000</td>
<td>$33,550</td>
</tr>
<tr>
<td>2</td>
<td>$14,400</td>
<td>$24,000</td>
<td>$38,350</td>
</tr>
<tr>
<td>3</td>
<td>$16,200</td>
<td>$27,000</td>
<td>$43,150</td>
</tr>
<tr>
<td>4</td>
<td>$17,950</td>
<td>$29,950</td>
<td>$47,900</td>
</tr>
<tr>
<td>5</td>
<td>$19,400</td>
<td>$32,350</td>
<td>$51,750</td>
</tr>
<tr>
<td>6</td>
<td>$20,850</td>
<td>$34,750</td>
<td>$55,600</td>
</tr>
<tr>
<td>7</td>
<td>$22,300</td>
<td>$37,150</td>
<td>$59,400</td>
</tr>
<tr>
<td>8 or more</td>
<td>$23,700</td>
<td>$39,550</td>
<td>$63,250</td>
</tr>
</tbody>
</table>

(As of December 18, 2013)
## Elders Program and Education and Employment Programs Budget

<table>
<thead>
<tr>
<th>Project Budget</th>
<th>Request From CDBG</th>
<th>Budget Justification</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>NON-PERSONNEL EXPENSES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rent</td>
<td>$12,000.00</td>
<td>$1,000 per month (total of 12 months)</td>
</tr>
<tr>
<td>Non-food Program Supplies</td>
<td>$500.00</td>
<td></td>
</tr>
<tr>
<td>Utilities</td>
<td>$2,500.00 $208.33</td>
<td>per month (total of 12 months)</td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td><strong>$15,000.00</strong></td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT C
INSURANCE REQUIREMENTS

Before disbursal of funds CORPORATION shall deliver to CITY certificate(s) of insurance including a separate endorsement, and shall maintain such coverage in full force and effect during the term of this agreement.

1. **Minimum Limits of Insurance**

   **GENERAL LIABILITY** insurance shall include Bodily Injury, Personal Injury and Property Damage Liability insurance with combined single limits of not less than $1,000,000 per occurrence, and if written on an Aggregate basis, $2,000,000 Aggregate limit.

   **Other Insurance Provisions Pertaining to General Liability**: The City of Stockton, its officers, officials, employees, and volunteers are to be named as an additional insured on a separate endorsement which must accompany the certificate of insurance.

   **Automobile Liability Limits**: $1,000,000 combined single limit

   **Workers Compensation and Employer’s Liability Limits**: $1,000,000 each Accident

2. **General Conditions**

   During the term of this Agreement and without limiting CORPORATION’S indemnification of the CITY, the CORPORATION shall provide and maintain at its own expense insurance having the limits customarily carried and actually arranged by the CORPORATION but not less than the amounts and types listed above covering its operations hereunder. All insurance shall be subject to the following conditions:

   a. **Additional Insured/Loss Payee**

      The CITY, their boards, officers, agents and employees shall be included as additional insured’s by separate endorsement in all liability insurance policies except: Workers' Compensation/ Employer's Liability.

   b. **Insurance Requirements**

      All insurance required hereunder shall conform to CITY requirements established by charter, ordinance or policy and shall be filed with the City Risk Management Division for review.

   c. **Primary Insurance**
Such insurance shall be primary with respect to any insurance maintained by CITY and shall not call on the CITY's insurance for contributions.

d. Admitted Carrier/Licensed California Broker

Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in California with an A+ or better California admitted insurance company and approved by the CITY.

e. 30-Day Notice

With respect to the interests of CITY such insurance shall not be canceled, or materially reduced in coverage or limits, or non-renewed except after thirty (30) days written notice by receipted delivery (e.g. certified mail-return receipt, courier or telegram) has been given to the CITY by the carrier(s).

f. Prior Approval

Evidence of insurance shall be submitted to the City Risk Management Division and approved by the City Attorney prior to commencement of any work or tenancy under this Agreement.

g. Severability of Interest

Except with respect to the insurance company's limits of liability, each liability insurance policy shall apply separately to each insured against whomever the claim or suit is brought. The inclusion of any person or organization, as an insured, shall not affect any right which such person or organization would have as a claimant if not so included.

h. Renewal

Once the insurance has been approved by the CITY, evidence of renewal of an expiring policy may be submitted on a manually signed certificate of insurance. If the policy or carrier has changed, however, new evidence as specified in paragraphs (a) through (g) above, must be submitted.

3. Worker's Compensation

By signing this Agreement, the CORPORATION hereby certifies that it is aware of the provisions of Section 3700, et seq., of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that code, and that it will comply and require the CORPORATION to comply with such provisions before commencing the performance of the work of this Agreement.
4. **Aggregate Limits/Blanket Coverage**

If any of the required insurance coverages contain aggregate limits, or apply to other operations or tenancy of the CORPORATION not related to this Agreement, the CORPORATION shall give the CITY prompt, written notice of any incident, occurrence, claim, settlement or judgment against such insurance which in CORPORATION's best judgment may diminish the protection such insurance affords CITY. Further, CORPORATION shall immediately take all reasonable and available steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits. The CITY may specify a minimum acceptable aggregate for each line of coverage required.

5. **Modification of Coverage**

Upon advice from the City Risk Management Division, the CITY reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required hereunder by giving the CORPORATION thirty (30) days advance written notice of such change. If such change should result in substantial additional cost to CORPORATION, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

6. **Failure to Procure Insurance**

The required coverages and limits are subject to availability on the open market at reasonable cost as determined by the CITY. Non-availability or non-affordability must be documented by a letter from CORPORATION's insurance broker or agent indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each.

Within the foregoing constraints, CORPORATION's failure to procure or maintain required insurance during the entire term of this Agreement shall constitute a material breach of this Agreement under which the CITY may immediately suspend or terminate this Agreement or, at either of their discretion, procure or renew such insurance to protect the CITY's interests and pay any and all premiums in connection therewith, and all monies so paid by the CITY shall be repaid by the CORPORATION to the CITY upon demand or it may offset the cost of the premiums against any monies due to the CORPORATION from the CITY.

7. **Underlying Insurance**

CORPORATION shall be responsible for requiring indemnification and insurances it deems appropriate from its employees receiving mileage allowance and from its consultants, agents and subcontractors, if any, to protect CORPORATION's and CITY's interests and for ensuring that such persons comply with any applicable insurance statutes. CORPORATION is encouraged to seek professional advice in this regard.
8. INDEMNIFICATION

The Vendor shall indemnify, hold harmless and defend the City of Stockton (CITY) and each of its Mayor, Council, officers, officials, employees, volunteers and agents from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY the Vendor or any other person and from any and all claims, demands an actions in law or equity (including reasonable attorney’s fees and litigation expense), arising or alleged to have arisen directly or indirectly out of the active or passive negligence of the Vendor or any of its employees or agents in the performance of this contract. The Vendor’s obligations under the preceding sentence shall apply regardless of whether the CITY or any of its Mayor, council, officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of the CITY.

If the Vendor should subcontract all or any portion of the work to be performed under this agreement, the Vendor shall require each sub-contractor to indemnify, hold harmless and defend the CITY, its officers, officials, employees and agents in accordance with the terms of the preceding paragraph.
EXHIBIT D
HUD REQUIREMENTS ASSOCIATE WITH THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

I. RECORDKEEPING

A. RECIPIENT shall establish and maintain sufficient records in their original form to enable HUD to determine whether RECIPIENT has met the requirements of 24 CFR 570, Community Development Block Grant Program. Records in their original form pertaining to matters covered by Agreement shall, at all times, be retained within the Stockton Area, unless authorization to remove them is granted in writing by CITY.

B. At all reasonable times and following reasonable notice to the RECIPIENT, any duly authorized representative of the CITY or the Auditor General of the State of California shall have access to and the right to inspect, copy, audit and examine all such books, records, accounts, reports, files and other documents of the RECIPIENT until completion of all close-out procedures and final settlement and conclusion of all issues.

C. The RECIPIENT shall furnish such statements, records, reports, including litigation reports, data and other information as the CITY may from time to time reasonably request.

D. The RECIPIENT shall retain non-discrimination records on tenants and applicants for tenancy for a least twenty-five (25) months following the date the record was made. All other records that are required to be retained under this section shall be retained for a period of four (4) years after termination of Agreement and all other pending matters are closed. "Pending Matters" include, but are not limited to, an audit, litigation, or other actions involving records until such time as audit findings have been resolved, whichever is later. CITY may, at its discretion, take possession and retain said records.

E. At a minimum, the following records are needed:

1. Records providing a full description of each activity assisted (or being assisted) with CDBG funds, including its location, the amount of funds budgeted, obligated and expended for the activity and the eligibility provision. Such documentation must include, to the extent applicable, invoices, schedules containing comparisons of budgeted amounts and actual expenditures, construction progress schedules signed by appropriate parties (e.g., general contractor
and/or a project architect), and/or other documentation appropriate to the nature of the activity.

2. Records demonstrating that each activity undertaken meets one of the mandated national objectives, set forth in 24 CFR 570.208. Such records shall include the following information:

a. The income characteristics of families and unrelated individuals in the service area.

b. For each activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a limited clientele consisting exclusively or predominantly of low and moderate income persons:

   (i). Documentation establishing that the facility or service is designed for, and used by, senior citizens, handicapped persons, battered spouses, abused children, the homeless, illiterate persons, or migrant farm workers (presumptive low/mod benefit);

   (ii). Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominantly by low and moderate income persons; or

   (iii). Data showing the size and annual income of the family of each person receiving the benefit.

c. For each activity determined to benefit low and moderate income persons based on the creation of jobs, the RECIPIENT shall provide:

   (i). A copy of a written agreement from each assisted business containing:

   (ii). A commitment by the business that it will make at least 51 percent of the jobs available to low and moderate income persons, and will provide training for any of these jobs requiring special skills or education;

   (iii). A listing by job title of the permanent jobs to be created, which jobs require special skills or education, and which jobs are part-time, if any, and,
(iv) A description of actions to be taken by Recipient and business to ensure that low/mod income persons receive first consideration for these jobs.

(v) A listing by job title of the permanent jobs filled, and which jobs of those were available to low/mod income persons, and a listing of low/mod income persons interviewed for a particular job; and which low and moderate income persons were hired.

d. For each activity determined to benefit low and moderate income persons based on the retention of jobs:

(i) Evidence that, in the absence of CDBG assistance, jobs would be lost;

(ii) For each business assisted, a listing by job title of permanent jobs retained;

(iii) For each retained job claimed to be held by a low/mod income person, information of the size and annual income of the person’s family.

e. For each activity determined to aid in the prevention or elimination of slums or blight based on addressing one or more of the conditions which qualified an area as a slum or blighted area:

(i) The boundaries of the area; and

(ii) A description of the conditions which qualified the area at the time of its designation in sufficient detail to demonstrate how the area met the slum and/or blight criteria.

f. For each activity determined to meet a community development need having a particular urgency:

(i) Documentation concerning the nature and degree of seriousness of the condition, requiring assistance;

(ii) Certification that the activity was designed to address the urgent need;

(iii) Information on the timing of the development of the serious condition; and
(iv). Evidence confirming that other financial resources to alleviate the need were not available.

3. Records which demonstrate that an eligibility determination was made as prescribed in 24 CFR 570.201 (Determination made by CITY and provided to RECIPIENT).

4. Records related to real property acquired or improved in whole or in part using CDBG funds in excess of $25,000; Certification that RECIPIENT will not change the use, or planned use, of any such property (including the beneficiaries of such use) from that for which the acquisition or improvement was made, for five years after the closeout of the grant, unless the RECIPIENT provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change, and either; the new use of such property qualifies as meeting one of the national objectives and is not a building for the general conduct of government; or

Property is disposed of in a manner which results in the amount of the current fair market value of the CDBG-funded acquisition or improvement, and RECIPIENT’S CDBG Program is reimbursed in this amount.

5. Record of agreements with subrecipients indicating, at a minimum, the requirements of this agreement, and the following:

a. In accordance with 24 CFR 85.43, suspension or termination may occur if the subrecipient materially fails to comply with any term of the award, and that the award may be terminated for convenience in accordance with 24 CFR 85.44.

6. Where applicable, conditions prescribed in 24 CFR 570.200 (j) for the use of funds by religious organizations.

7. Record of compliance with Fair Housing and Equal Opportunity requirements indicating:

a. Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with CDBG funds.

b. Data on employment in each of the RECIPIENT’s operating units funded in whole or in part with CDBG funds, with such data maintained in the categories prescribed on the Equal
Employment Opportunity Commission’s EEO-4 form; and documentation of any actions undertaken to assure equal employment opportunities to all persons regardless of race, color, national origin, sex or handicap in operating units funded in whole or in part under this part.

8. Data indicating the race and ethnicity of households (and gender of single heads of households) displaced as a result of CDBG-funded activities, together with the address and census tract of the housing units to which each displaced household relocated.

9. Documentation of actions undertaken to meet the requirements relative to the hiring and training of low-and moderate-income persons and the use of local businesses.

10. Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of $25,000 or more paid, or to be paid, with CDBG funds, data indicating which of those entities are women’s business enterprises as defined in Executive Order 12138, and the amount of the contract or subcontract, and documentation of RECIPIENT’s affirmative steps to assure that minority business and women’s business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. Such affirmative steps may include, but are not limited to, technical assistance open to all businesses but designed to enhance opportunities for these enterprises and special outreach efforts to inform them of contract opportunities. Such steps shall not include preferring any business in the award of any contract or subcontract solely or in part on the basis of race or gender.

11. Documentation of the affirmative action measures the RECIPIENT has taken to overcome prior discrimination, where the courts or HUD have found that the RECIPIENT has previously discriminated against persons on the ground of race, color, national origin or sex in administering a program or activity funded in whole or in part with CDBG funds.

II. REPORTS

A. Recipient shall submit the following performance and/or evaluation report to City to facilitate mandated reporting to HUD:

1. A calendar quarterly report of progress and accomplishments for all funded activities, to include a quantitative list of activity beneficiary type(s);
2. An annual equal employment opportunity report (HUD/EEO-4) on RECIPIENT employment, containing data as of June 30;

3. A semiannual Minority Business Enterprise Report by March 30, indicating contract and subcontract activity during the first half of the fiscal year and, by September 30, a report on such activity during the second half of the year.

4. RECIPIENT may be required to submit such other reports and information as HUD determines are necessary to carry out its responsibilities.

5. If RECIPIENT's reports or other documentation are not submitted as required, CITY reserves the right to withhold payment to RECIPIENT, or to impose other sanctions, at CITY's sole discretion.

III. PROGRAM INCOME

Pursuant to 24 CFR 570.504 (c), RECIPIENT shall inform CITY of any program income generated by expenditure of CDBG funds. Program income earned by RECIPIENT is to be returned to CITY or retained by RECIPIENT. Where program income is to be retained by RECIPIENT, program income may be used only for eligible activities, subject to all applicable requirements governing the use of CDBG funds. When RECIPIENT retains program income, program income shall be substantially disbursed before additional drawdowns of grant funds are made for the same activity. Upon close-out or change in status, RECIPIENT shall return to CITY all program income on hand and received subsequent to close out or change in status.

IV. ADMINISTRATION

As the primary general-purpose local government unit under the Housing and Community Development Act of 1974, as amended, it shall be the responsibility of CITY to apply for grants, to administer all funds received, and to undertake or assist in undertaking essential community development and housing assistance activities.

A. CITY shall maintain records in accordance with applicable statutes and regulations and with approved accounting procedures, and said records shall be available for public inspection at all times.

B. CITY and RECIPIENT shall take all required actions necessary to comply with:

1. Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968,
Section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws, and;


V. REVERSION OF ASSETS

RECIPIENT and any of its subrecipients shall, at the expiration of the CDBG grant, transfer to CITY any CDBG funds on hand at the time of expiration, and any accounts receivable attributable to the use of CDBG funds.

VI. ENVIRONMENTAL IMPACT REPORT

To the extent that environmental review under the California Environmental Quality Act is required with respect to activities under this Loan Agreement, the CITY shall review such report or document. RECIPIENT shall provide all information, assistance, and cooperation necessary to prepare such report of document. RECIPIENT warrants that it has not and shall not take any action which might have a material adverse environmental effect, limit the choices among competing environmental alternatives, or alter environmental premises upon which the CITY's environmental findings are based. RECIPIENT agrees not to undertake any activity having a potential adverse environmental effect until such time as the CITY has advised RECIPIENT that it has completed and necessary environmental assessment of the Project in accordance with the necessary National Environmental Protection Act.

VII. AUDITS

A. At any time during normal business hours and as often as the Grantor, the U.S. Comptroller General, Auditor General of the State of California or City may deem necessary, RECIPIENT shall make available for examination all of its records.

B. RECIPIENT shall conduct or have conducted on an annual basis and within six (6) months after the close of RECIPIENT's fiscal year, an audit. The audit is to be conducted annually on an organization-wide basis to test the fiscal integrity of financial transactions, as well as compliance with the terms and conditions of the Federal grant and this Agreement.

1. RECIPIENT's expending funds of $500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133.

2. RECIPIENT, no later than fifteen (15) days of receipt of the final audit report and within six (6) months after the close of RECIPIENT's fiscal year, shall submit a copy of the report to CITY.
C. In the event RECIPIENT has only Performance Based or Fixed Unit Price Contracts, a written request may be made to CITY for permission to have an annual audit performed using alternative audit requirements.

The alternative audit requirements of CITY require an audit that shall result in the following reports from the independent auditor:

1. Report on the Schedule of Federal Financial Assistance (Grant funds earned through contract performance);

2. Report on internal controls (accounting and Administrative) that were evaluated, the scope of the auditor's assessment work and any significant weaknesses found;

3. Opinion on compliance with contract provisions and specific requirements applicable to Federal financial assistance;

4. Report on compliance with general requirements applicable to Federal financial assistance; and

5. Schedule of findings and questioned costs.

D. CITY reserves the right to impose any or all of the following sanctions for Recipient's failure to comply with the requirements of the Single Audit Act and the provisions of this Agreement.

1. Withholding a percentage of Federal awards until the audit is completed satisfactorily

2. Withholding or disallowing overhead costs

3. Suspending Federal awards until the audit is conducted; or

4. Terminating the Federal award

VIII. EQUIPMENT RECORDS

Non-expendable personal property (herein referred to as "EQUIPMENT") acquired pursuant to this Agreement, shall be properly maintained and accounted for as set forth below.

A. A record shall be maintained and forwarded to CITY for each item of EQUIPMENT acquired for the program upon receipt of EQUIPMENT. EQUIPMENT is non-expendable property which is not consumed or does not lose its identity by being incorporated into another item of EQUIPMENT which costs $100 or more per unit, or is expected to have a useful life of one (1) year or more. A grouping of like items, such as
chairs, with an aggregate cost in excess of $100 shall also be controlled and accounted for as EQUIPMENT even though the cost of a single item is less than $100. The record shall include:

1. description of the item of equipment, including model and serial number, if applicable;

2. date of acquisition;

3. the acquisition cost or assigned value to the program; and,

4. source of acquisition.

IX. SUBRECIPIENT AGREEMENT

Pursuant to 24 CFR 570.501 (b), subrecipient is subject to the same requirements applicable to RECIPIENT, including the requirement of a written agreement set forth in 24 CFR 570.503.

X. DRUG-FREE WORKPLACE CERTIFICATE

RECIPIENT will provide a drug-free workplace as mandated by the Drug-Free Workplace Act by:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the RECIPIENT's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;

2. The RECIPIENT's policy of maintaining a drug-free workplace;

3. Any available drug counseling, rehabilitation, and employee assistance programs; and

4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;

D. Notifying the employee in the statement required by paragraph 1 that as a condition of employment under the grant the employee will:
1. Abide by the terms of the statement; and

2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

E. Notifying the CITY in writing, within ten calendar days after receiving notice under subparagraph D. (2.) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

F. Taking on the following actions, within 30 calendar days of receiving notice under subparagraph D. (2.), with respect to any employee who is so convicted:

1. taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or,

2. requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A,B,C,D,E, and F.

XI. NON-DISCRIMINATION

A. No person shall on the grounds of race, color, religion creed, sex, sexual preference or orientation, national origin, ancestry, physical handicap, medical condition, age, marital status, mental condition, blindness or other physical disability, familial status, pregnancy, childbirth or related medical condition, acquired immune deficiency syndrome (AIDS), acquired or perceived, be excluded from participation in, be denied the benefit of, or be subjected to discrimination under this Project. For purposes of this Section, Title 24 Code of Federal Regulations Section 570.601(b) defines specific discriminatory actions which are prohibited and corrective action which shall be taken in situations as defined.

B. RECIPIENT shall comply with the nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California and CITY. In performing this Loan Agreement, RECIPIENT
shall not discriminate in its employment practices against any employee, or applicant for employment because of such person's race, color, religion, creed, sex, sexual preference or orientation, national origin, ancestry, physical handicap, medical condition, age, marital status, mental condition, blindness or other physical disability, acquired immune deficiency syndrome (AIDS), acquired or perceived, familial status, pregnancy, childbirth or related medical condition. RECIPIENT shall comply with the provisions of the City of Stockton M/W/DVBE Program requirement and Affirmative Marketing Policy. Any subcontract entered into by RECIPIENT relating to this Loan Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

XII. EQUAL OPPORTUNITY

Pursuant to Executive Order 11246 and implementing regulations at 41 CFR Part 60, the RECIPIENT, for itself and its successors and assigns, agrees that:

A. RECIPIENT shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, sex, sexual preference or orientation, national origin, ancestry, physical handicap, medical condition, age, marital status, mental condition, blindness or other physical disability, acquired immune deficiency syndrome (AIDS), acquired or perceived, familial status, pregnancy, childbirth or related medical condition. RECIPIENT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, creed, sex, sexual preference or orientation, national origin, ancestry, physical handicap, medical condition, age, marital status, mental condition, blindness or other physical disability, acquired immune deficiency syndrome (AIDS), acquired or perceived, familial status, pregnancy, childbirth or related medical condition. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. RECIPIENT shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. RECIPIENT shall, in all solicitations or advertisements for employees placed by or on behalf of the RECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, sex, sexual preference or orientation, national origin, ancestry, physical handicap, medical condition, age, marital status, mental condition, blindness or other physical disability, acquired immune deficiency syndrome (AIDS), acquired or perceived, familial status, pregnancy, childbirth or related medical condition.
C. RECIPIENT shall send a notice to each labor union or representative of workers with which RECIPIENT has a collective bargaining agreement or other contract or understanding, advising the labor union or worker's representative of RECIPIENT's commitments under Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. RECIPIENT shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. RECIPIENT shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of HUD pursuant thereto and will permit access to RECIPIENT's books, records and accounts by the CITY, the Secretary of HUD, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of RECIPIENT's noncompliance with the nondiscrimination clauses of this Section, or with any of the said rules, regulations, or orders, following notice and an opportunity to cure as provided in below, this Loan Agreement may be canceled, terminated, or suspended in whole or in part and RECIPIENT may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized by Executive Order 11246 of September 24, 1965, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.

G. RECIPIENT shall include the provisions of Paragraphs (1) through (6) of this Section in every contract or purchase order, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each such contractor, subcontractor, or vendor, as the case may be. RECIPIENT will take such action with respect to any construction contract, subcontract, or purchase order as the CITY or HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance. For the purpose of including such provisions in any construction contract, subcontract, or purchase order, as required hereby, the first two lines of this subsection shall be changed to read "During the performance of this Contract, RECIPIENT agrees as follows:"

H. Except as provided in California Government Code Section 12940, et seq., RECIPIENT shall not engage in the following prohibited employment practices: Refusal to hire or employ any person or refusal to select any
person for any training program leading to employment, or to bar or to
discharge such person from employment or from such training program
leading to employment, or discriminate against such person in
compensation or in terms, conditions or privileges of employment because
of race, color, religion, creed, sex, sexual preference or orientation,
national origin, ancestry, physical handicap, medical condition, age,
marital status, mental condition, blindness or other physical disability,
applied immune deficiency syndrome (AIDS), acquired or perceived,
familial status, pregnancy, childbirth or related medical condition.

XIII. EMPLOYMENT OPPORTUNITIES FOR BUSINESS AND LOWER-INCOME
PERSONS

A. The work to be performed under this Loan Agreement is on a Project
assisted under a program providing direct federal financial assistance from
HUD and is subject to the requirements of Section 3 of the Housing and
Urban Development Act of 1968, as amended, 12 USC 1701u. hereinafter
referred to as "Section 3." Section 3 requires that, to the greatest extent
feasible, opportunities for training and employment be given to lower-
income residents of the Project area and agreements for work in
connection with the project be awarded to business concerns which are
located in, or owned in substantial part by persons residing in, the area of
the Project.

B. The parties to this Loan Agreement shall comply with the provisions of
said Section 3 and the regulations issued pursuant thereto by the
Secretary of HUD set forth in Title 24 CFR, Part 135, and all applicable
rules and orders of HUD issued thereunder prior to the execution of this
Loan Agreement. The parties to this Loan Agreement certify and agree
that they are under no contractual or other disability which would prevent
them from complying with these requirements.

C. RECIPIENT shall send to each labor organization or representative of
workers with which it has a collective bargaining agreement or other
contract or understanding, if any, a notice advising the said labor
organization or workers' representative of his/her commitments under this
Section 3 clause and shall post copies of the notice in conspicuous places
available to employees and applicants for employment and training.

D. RECIPIENT shall include this Section 3 clause in every subcontract for work
in connection with the project and will, at the direction of the applicant for,
or RECIPIENT of, Federal financial assistance, take appropriate action
pursuant to the subcontract upon a finding that the subcontractor is in
violation of regulations issued by the Secretary of HUD, 24 CFR Part 135.
RECIPIENT shall not subcontract with any subcontractor where it has
notice of knowledge that the latter has been found in violation of
regulations under Title 24 CFR Part 135 and will not subcontract unless
the subcontractor has first provided it with a preliminary statement of
ability to comply with the requirements of these regulations. Compliance
with the provisions of Section 3, the regulations set forth in Title 24 CFR
Part 135, and all applicable rules and orders of the Department issued
thereunder prior to the execution of this Loan Agreement, shall be a
condition of the federal financial assistance provided to the Project,
binding upon the applicant or RECIPIENT for such assistance, its
successors, and assigns. Failure to fulfill these requirements shall subject
RECIPIENT and its subcontractors, its successors, and assigns to those
sanctions specified by this Loan Agreement or contract through which
federal assistance is provided, and to such sanctions as are specified by
Title 24 CFR Part 135.

XIV. OBLIGATION TO REFRAIN FROM DISCRIMINATION

There shall be no discrimination against or segregation of any person, or group
of persons, on account of race, color, religion, creed, sex, sexual preference or
orientation, national origin, ancestry, physical handicap, medical condition, age,
marital status, mental condition, blindness or other physical disability, acquired
immune deficiency (AIDS) acquired or perceived, familial status and handicap,
pregnancy, childbirth or related medical condition, in the sale, lease, sublease,
transfer, use, occupancy, tenure or enjoyment of the Project, or any part thereof,
nor shall RECIPIENT or any person claiming under or through, establish or
permit any such practice or practices of discrimination or segregation with
reference to the selection, location, number, use or occupancy of tenants,
lessees, subtenants, sublessees, licenses, or vendees of the Project.

XV. FORM OF NONDISCRIMINATION AND NONSEGREGATION CLAUSES

A. RECIPIENT shall refrain from restricting the rental, sale or lease of the
property on the basis of race, color, religion, creed, sex, sexual preference or
orientation, national origin, ancestry, physical handicap, medical condition, age,
marital status, mental condition, blindness or other physical
disability, acquired immune deficiency (AIDS), acquired or perceived,
familial status and handicap, pregnancy, childbirth or related medical
condition. All such deeds, leases or contracts shall contain or be subject
to substantially the following nondiscrimination or nonseggregation clauses:

1. In deeds: "The Grantee herein covenants by and for himself/herself,
his/her heirs, executors, administrators and assigns, and all
persons claiming under or through him/her, that there shall be no
discrimination against or segregation of, any person or group of
persons on account of race, color, religion, creed, sex, sexual
preference or orientation, national origin, ancestry, physical
handicap, medical condition, age, marital status, mental condition,
blindness or other physical disability, acquired immune deficiency
(AIDS), acquired or perceived, familial status and handicap,
pregnancy, childbirth or related medical condition in the sale, lease,
sublease, transfer, use occupancy, tenure or enjoyment of the land herein conveyed, no shall the grantee himself/herself or any person claiming under or through him/her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, licenses or vendees of the land herein conveyed. The foregoing covenants shall run with the land."

2. In leases: "The lessee herein covenants by and for himself/herself, his/her heirs, executors, administrators and assigns, and all persons claiming under or through him/her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, religion, creed, sex, sexual preference or orientation, national origin, ancestry, physical handicap, medical condition, age, marital status, mental condition, blindness or other physical disability, acquired immune deficiency (AIDS), acquired or perceived, familial status and handicap, pregnancy, childbirth or related medical condition in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased nor shall the lessee himself/herself or any person claiming under or through him/her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the land herein leased."

3. In contracts: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, creed, sex, sexual preference or orientation, national origin, ancestry, physical handicap, medical condition, age marital status, mental condition, blindness or other physical disability, acquired immune deficiency (AIDS), acquired or perceived, familial status and handicap, pregnancy, childbirth or related medical condition in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee himself/herself or any person claiming under or through him/her, establish or permit any such practice or practices of discrimination or segregation with reference to the lessees, subtenants, sublessees, or licenses vendees of the land."

XVI. COMPLIANCE REQUIREMENTS FOR CDBG FUNDS

RECIPIENT shall use monies received pursuant to this Agreement in conformity with the applicable provisions of Volume 24, Code of Federal Regulations, Part 570, issued by the Department of Housing and Urban Development of the United States.
XVII. LOCAL, STATE AND FEDERAL LAWS

A. RECIPIENT shall carry out the Project in conformity with all applicable laws, including all applicable federal and state labor standards. RECIPIENT shall be responsible for complying with all applicable City, County and State building codes, and planning and zoning requirements, and shall take all necessary steps so that the development of the Site and the construction, use, operation, and maintenance of the Improvements thereon in accordance with the provisions of this Loan Agreement shall be in conformity with applicable zoning and General Plan requirements, and that all applicable environmental mitigation measures and other requirements shall have been complied with.

B. RECIPIENT shall carry out the administration of this Loan Agreement in conformity with all applicable laws, including, but not limited to the following applicable federal and state laws:


2. Section 109 of Title I of the Housing and Community Development Act of 1975.


11. Drug Free Workplace Act of 1988, P.L. 100-690, Title V, Subtitle D.


16. City and Other Governmental Agency Permits

C. Before commencement of any work on the Project, RECIPIENT shall secure or shall cause to be secured, and at all times maintain, any and all permits, approvals and reviews which may be required by the CITY or any other governmental agency. RECIPIENT shall pay such fees as may be required in connection therewith.

D. The Project shall be developed in accordance with applicable State and local building codes or, in the absence of such codes, in accordance with a nationally recognized model building code.

XVIII. CONFLICT OF INTEREST

No member, officer or employee of RECIPIENT or its designees or agents who exercises any function of responsibility with respect to the Project during his tenure or for one (1) year thereafter shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. RECIPIENT shall incorporate in all subcontracts provisions prohibiting such interest in accordance with 24 CFR 570.611 of the Regulations of the Department of Housing and Urban Development.

XIX. MINORITY/WOMEN’S BUSINESS ENTERPRISES REQUIREMENTS

A. This Agreement is subject to the minority and women's business enterprises ("MBE/WBE") requirements set forth in Executive Order 12432, Executive Order 11625, and Executive Order 12138, and all other applicable Federal, State and local laws, regulations and policies relating to equal employment and contract opportunities, including laws hereinafter enacted.

B. In all CDBG services solicitation, CITY's Compliance Officer shall ensure that (whether by bid, RFP or RFQ) RECIPIENT shall take all reasonable steps necessary to encourage the participation of minority-owned and female-owned businesses. Such steps may include, but are not limited to:
1. Attend a pre-bid meeting outlining Contract Compliance/Affirmative Action for MBE's and WBE's.

2. Obtaining the Minority and Women's Business Enterprises Registry from the CITY's Contract Compliance Officer to ensure such contractors receive an invitation to bid.

3. Advertising the invitation to bid or to submit proposals from minority and women subcontractors/suppliers in Stockton in a newspaper of general circulation. This advertisement must be published at least two (2) weeks prior to the bid opening. Advertisements can be placed with any of the following:

   (i). Any minority and women trade association publication;
   (ii). Any local newspaper;
   (iii). Any local minority paper;
   (iv). Daily construction trade paper; and
   (v). Local construction trade paper.

4. Reviewing the telephone directory or professional organization membership lists and documenting direct contact with minority-owned or female-owned businesses for specialized trades and services and inviting such firms to bid. Document by summary your efforts to encourage minority- and women-owned firms to bid the project. This summary could include a list of those minority firms and women businesses who did not respond and a log of telephone calls to follow up initial solicitation.

XX. FEDERAL LABOR STANDARD

Except with respect to the rehabilitation of residential property designed for residential use for less than eight families, RECIPIENT and all subcontractors engaged under contracts in excess of $2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this Agreement agree to comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 3, 5 and 5a, governing the payment of wages and the ratio of apprentices and trainees to journeymen. If wage rates higher than those required under such regulations are imposed by State or local law, nothing hereunder is intended to relieve RECIPIENT of its obligations, if any, to require payment of the higher rates. RECIPIENT shall cause or require to be inserted in full in all such contracts subject to such regulations, provisions meeting the requirements of the Federal Labor Standards Provision. No award of the contracts covered under this section
of this Agreement shall be made to any contractor who is at the time ineligible under the provisions of any applicable regulation of the Department of Labor to receive an award of such contract.

XXI. LABOR STANDARDS PROVISIONS/ CALIFORNIA LABOR CODE

A. RECIPIENT shall understand that conditions set forth in Chapter 1, Part 7, Division 2 of the California Labor Code shall be considered part of the contract agreement.

B. Prevailing Wage/Davis Bacon Rates – RECIPIENT will insure that the prime contractor to whom the contract is awarded and any subcontractor must pay the general prevailing wage rates or Davis Bacon wage rates, if applicable, as ascertained from time to time which shall be applicable to this project.

C. RECIPIENT will insure that the contractor performing the work shall be responsible for obtaining a copy of the State wage rate or Davis-Bacon wage rate determination. The contractor shall be responsible for posting said wage rate at a prominent location at the work site and shall maintain same in a good readable condition for the duration of the work. In those projects where federal funds and state or local funds are involved, as indicated by referenced to or the inclusion of the Federal Wage Determination and State Prevailing Wage Determination in these contract documents, the minimum wages to be paid shall be the highest of either the state or federal prevailing wage rates. In those projects where only federal funds are involved, as indicated by referenced to or the inclusion of the Federal Wage Determinations only, wages to be paid shall be federal prevailing wage rates.

D. If the Federal Wage Determination is modified between the date of project advertisement and ten (10) days prior to the bid opening date, a letter of clarification will be issued and will include the latest modification.

E. RECIPIENT will insure that the contractor shall be responsible for coordinating the interviewing process of individual trades workers by designated CITY staff.

F. RECIPIENT will insure that the contractor shall be responsible for submitting weekly payroll documentation to designated CITY staff.

XXII. WORKER’S COMPENSATION INSURANCE

In all operations connected with the work herein specified, the RECIPIENT shall observe the provisions of Section 3700, et seq., of the Labor Code, which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that code before commencing the performance of the work of this Agreement.
XXIII. EXECUTIVE ORDER 11246

RECIPIENT shall comply with the full provisions of Executive Order 11246 in all phases of contracting and employment involving Federally-assisted construction contracts and subcontracts. Executive Order 11246 non-discrimination and affirmative action relating to advertising, recruitment, employment and termination.

XXIV. HATCH ACT

RECIPIENT agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.
EXHIBIT E
CDBG GRANTEE CERTIFICATIONS
CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.
Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Signature/Authorized Official

Kurt Wilson
Name

City Manager
Title

Date: 7/30/14
Specific CDBG Certifications

The Entitlement Community certifies that:

Citizen Participation — It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan — Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan — It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds — It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);

2. Overall Benefit. The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2012, 2013 and 2014 (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;

4. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public Improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in
the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

Compliance with Laws -- It will comply with applicable laws.

Signature/Authorized Official
City Manager
Title

Date: 4/30/14
Specific HOME Certifications

The HOME participating jurisdiction certifies that:

**Tenant Based Rental Assistance** -- If the participating jurisdiction intends to provide tenant-based rental assistance:

The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

**Eligible Activities and Costs** -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

**Appropriate Financial Assistance** – before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing.

Signature/Authorized Official

Date

City Manager
Title
ESG Certifications

The Emergency Solutions Grantee certifies that:

Major rehabilitation/ conversion – If an emergency shelter’s rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation. If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion. In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The jurisdiction will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for such individuals.

Matching Funds – The jurisdiction will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The jurisdiction has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the jurisdiction will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.
Consolidated Plan – All activities the jurisdiction undertakes with assistance under ESG are consistent with the jurisdiction’s consolidated plan.

Discharge Policy – The jurisdiction will establish and implement, to the maximum extent practicable and where appropriate policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

[Signature/Authorized Official]

[Date]

City Manager
Title
APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.

2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).

5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).

6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)
City Hall, 425 N. El Dorado Street, Stockton, San Joaquin County, California 95202

Check ______ if there are workplaces on file that are not identified here.

The certification with regard to the drug-free workplace is required by 24 CFR part 24, subpart F.
7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).