



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1b

Meeting Date: February 5, 2026

Subject: Approval/Ratification of Other Agreements
Approval of Bid Awards
Approval of Declared Surplus Materials and Equipment
Change Notices
Notices of Completion

- ☐ Information Item Only
- ☒ Approval on Consent Agenda
- ☐ Conference (for discussion only)
- ☐ Conference/First Reading (Action Anticipated: _____)
- ☐ Conference/Action
- ☐ Action
- ☐ Public Hearing

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

LCAP Goal(s): Goal 1 – Graduation Outcomes; Goal 2 – Academic Outcomes; Goal 3 – Welcoming and Safety Outcomes

Documents Attached:

1. Entitlements, and Other Income Agreements
2. Approval of Declared Surplus Materials and Equipment
3. Recommended Bid Awards – Facilities Maintenance
4. Recommended Bid Awards – Facilities Projects
5. Change Notices – Facilities Projects

Estimated Time of Presentation: N/A

Submitted by: Lisa Grant-Dawon, Interim Chief Business and
Operations Officer

Tina Alvarez Bevens, Contract Analyst

Approved by: Lisa Allen, Superintendent

ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Item</u>	<u>Amount</u>
<u>FACILITIES SUPPORT SERVICES</u>		
State of California Governor's Office of Land Use and Climate Innovation A26-00027	☒ Yes ☐ No	\$750,000 No Match
Period: 5/30/25 – 12/31/27 Description: Extreme Heat and Community Resilience Program Grant. This program funds planning and implementation projects to mitigate the impacts of extreme heat. The Program will build frameworks for change and invest in local, regional, and tribal projects that strengthen communities that are vulnerable to extreme heat.		
<u>FACILITIES SUPPORT SERVICES</u>		
GRID Alternatives M26-00013	☒ Yes ☐ No	\$150,000 No Match
Period: 5/30/25 – 9/30/27 Description: Extreme Heat and Community Resilience Program Grant. Funds from this Grant shall pay Grid Alternative to conduct a community needs assessment, work with SCUSD's Career Technical Education to engage, identify and support student work-based learning programming, create and implement a Workforce Development Plan. The District shall oversee, coordinate and set direction for all components of the Grant Agreement.		
<u>FACILITIES SUPPORT SERVICES</u>		
United Latinos M26-00014	☒ Yes ☐ No	\$115,000 No Match
Period: 5/30/25 – 9/30/27 Description: Extreme Heat and Community Resilience Program Grant. Collaboration with SMUD, United Latinos and GRID Alternatives. Funds from this Grant shall pay United Latinos to create a manage a Community Engagement Advisory Board, develop and implement a Community Engagement Plan (CEP), produce a Final CEP Report with regular feedback from other Partners. The District shall oversee, coordinate and set direction for all components of the Grant Agreement.		
<u>HEALTH PROFESSIONS HIGH SCHOOL</u>		
UC Merced MOU0000051	☐ Yes ☒ No	\$0 No Match
Period: 1/2/26 – 6/30/26 Description: Amendment No. 1 to extend the term for the Spring Semester 2026. Program includes offering District students career pathway courses in public health. Taught by a highly qualified UC Merced teacher in the field of Community Health Worker (CHW) and Skills and competencies of a CHW.		
<u>STUDENT SUPPORT AND HEALTH SERVICES</u>		
University of Phoenix MOU0000048	☒ Yes ☐ No	\$0 No Match
Period: 11/14/25 – 11/14/29 Description: Agreement is to provide Educational Experiences at the District under the supervision of a District Supervisor for students enrolled in the University's Counseling Programs.		

APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

SITE/DEPT	ITEM
Parkway E.S. Pony Express E.S. Earl Warren E.S. Theodore Judah E.S. California M.S.	BACKGROUND: The Education Code regulates the procedures by which a school district can dispose of personal property. Education Code section 17546 provides that the governing board may, by unanimous vote, dispose of items valued at \$2,500 or less by private sale without advertising, by selling the items at public auction, or if the board finds that the property is of insufficient value to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the board, or it may be disposed of in the local public dump. The District has held previous auctions, but they have generally cost more than they have netted for the District.
ITEMS	
Chromebooks (44 each) Laptops (73 each) Desktops (3 each) Printers (9 each) Projectors (12 each) Monitors (5 each) Misc. Items (143 each)	STATUS: The District has determined these items are not repairable nor usable.
	RECOMMENDATION: It is recommended that the Board of Education approve the salvage of the listed items per Education Code section 17546
TOTAL VALUE	
\$0.00	
DISPOSAL METHOD	
e-Waste	

RECOMMENDED BID AWARDS – BUILDINGS & GROUNDS OPERATIONS

Bid No. 26-0824 Industrial Floor Cleaning Machines

Bids Received: 2:00 pm, January 13, 2026

Recommendation: Award to MoeClean, LLC

Amount/Funding: \$230,860 / General Fund (FEMA)

BIDDER	BIDDER LOCATION	AMOUNT
MoeClean, LLC	Auburn, CA	\$230,860
Blue Group, LLC	Twin Falls, ID	\$357,367

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Bid No: 0350-411 Genevieve Didion Telecenter

Bids received: 2:00 pm, January 8, 2026

Recommendation: Award to KS Telecom Inc.

Funding Source: Measure H

BIDDER	BIDDER LOCATION	AMOUNT
KS Telecom Inc.	Penryn CA	\$410,960
Vanden Bos Electric Inc.	Roseville CA	\$439,670

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Project: Lease-Leaseback Agreement for California Montessori Campus

Recommendation: Award to Roebbelen Contracting Inc.

Amount/Funding: \$86,676 / Measure H

Recent state legislation (AB2316) made significant changes to K-12 lease-leaseback statutes, Education Code §17400 et seq. AB2316 requires a competitive process in selecting the lease-leaseback contractor, and in some cases, authorizes pre-construction services by the same lease-leaseback contractor.

Per AB2316, staff solicited “Request for Proposals” by advertising and sending notices directly to contractors. Proposals received were evaluated and ranked based on scoring criteria used to determine “best value”.

CHANGE NOTICES – FACILITIES PROJECTS

The following change notice is submitted for approval.

Project: Bowling Green Elementary School Campus-Furniture

Recommendation: One Workplace L. Ferrari was awarded furniture services at the April 10, 2025 Board of Education Meeting; Measure H. Project consists of furnishing and installing new specialty and classroom furniture.

Original Contract Amount: \$1,398,226; Measure H Funds

Change Amount: \$7,693 for reconciliation of final furniture costs; Measure H Funds; approved at the May 1, 2025 Board of Education Meeting.

New Total Contract Amount: \$1,405,919; Measure H Funds

Approve Change Order Amount: \$118,731; Measure H Funds for additional specialty and classroom furniture.

New Total Contract Amount: \$1,524,650; Measure H Funds

Ratify Approve Change Order Amount: \$168,731; Measure H Funds for additional specialty and classroom furniture. Numbers were incorrectly submitted at the October 16, 2025 Board of Education Meeting.

New Total Contract Amount: \$1,574,650; Measure H Funds

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER SPPD24159	PURCHASING AUTHORITY NUMBER (If Applicable) LCI-0650
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Governor's Office of Land Use and Climate Innovation, hereinafter referred to as STATE

CONTRACTOR NAME
Sacramento City Unified School District, hereinafter referred to as GRANTEE

2. The term of this Agreement is:

START DATE
May 30, 2025

THROUGH END DATE
December 31, 2027

3. The maximum amount of this Agreement is:
\$750,000.00 (Seven hundred fifty-thousand dollars and zero cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits		Title	Pages
	Exhibit A	Scope of Work	9
	Exhibit B	Budget Detail and Payment Provisions	4
	Exhibit C	General Terms and Conditions	3
+	Exhibit D	Special Terms and Conditions	12
-			
+	Exhibit E	EHCRP Guidelines	1
-			
+	Exhibit F	Award Letter	1
-			
+	Exhibit G	Grant Application and Attachments	15
-			

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

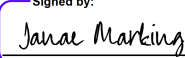
IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
Sacramento City Unified School District

CONTRACTOR BUSINESS ADDRESS 5435 47th Ave.	CITY Sacramento	STATE CA	ZIP 95824
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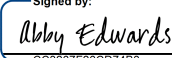
PRINTED NAME OF PERSON SIGNING Janea Marking	TITLE Central Business Partner
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CONTRACTOR AUTHORIZED SIGNATURE Signed by:  6D79D9C4D46A455...	DATE SIGNED 5/30/2025
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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER SPPD24159	PURCHASING AUTHORITY NUMBER (If Applicable) LCI-0650
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME Governor's Office of Land Use and Climate Innovation			
CONTRACTING AGENCY ADDRESS 1400 Tenth Street	CITY Sacramento	STATE CA	ZIP 95814
PRINTED NAME OF PERSON SIGNING Abby Edwards	TITLE Senior Deputy Director, SPPD		
CONTRACTING AGENCY AUTHORIZED SIGNATURE Signed by: 	DATE SIGNED 5/30/2025		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) SCM Vol 1. 4.04 (A)(4)		

Governor's Office of Land Use and Climate Innovation– Extreme Heat and Community Resilience Program – Round 1
Grant Number: SPPD24159, Sacramento City Unified School District (SCUSD)

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Exhibit A: SCOPE OF WORK

1. Purpose of the Agreement

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

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

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

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

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

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

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

3. Grant Term

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

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

4. Authorized Signatories

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

Grantee's Authorized Signatory or designee is authorized to sign this Grant Agreement and grant-related documents as shown in the Authorized Signatory Form ([Attachment 1](#)).

Governor's Office of Land Use and Climate Innovation– Extreme Heat and Community Resilience Program – Round 1
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Grantee must keep Authorized Signatory Forms up to date. Within seven (7) working days of any change to the authorized signatory or to the delegated authorized signatory, Grantee shall notify LCI in writing of the change. The written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.

5. Party Representatives

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

LCI

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

Grantee

Name	Title	Phone Number	Email
Grantee Primary Contact: Chamberlain Segrest, Kristy McKeen	Environmental Sustainability Manager – SCUSD Grants manager - SMUD		chamberlain-segrest@scusd.edu kristyl.mckeen@smud.org
Budget Lead: Chamberlain Segrest	Environmental Sustainability Manager – SCUSD		chamberlain-segrest@scusd.edu
Authorized Signatory: Janea Marking	Central Business Officer	(916) 643-9055	janea-marking@scusd.edu

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

6. Grantee Responsibilities

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

- A. Using grant funds only as set forth in the Project and within the specified timelines set forth in this Grant Agreement.
- B. Completing work on time and within budget. This includes meeting all milestones and deliverables, as described in and in accordance with the Work Plan ([Attachment 2](#)), unless otherwise agreed to by all parties through the amendment process described in [Exhibit B, Section 8](#).

- C. Submitting invoices for reimbursement pursuant to [Exhibit B, Section 2](#) and using the Invoice template. The Invoice Template will be provided during Invoice Training, and a sample is included in [Attachment 5](#).
- D. Meeting all reporting requirements as set forth in [Exhibit A, Section 8](#).
- E. Complying with all applicable statutes, rules, and regulations.
- F. Maintaining an accounting system that accurately reflects all fiscal transactions and provides accounting information, retaining all records and required documents as specified in [Exhibit C, Section 4](#), and providing all required documents during an audit, as specified in [Exhibit C, Section 5](#).
- G. Entering into a partnership agreement with Co-Applicant(s) and Contributor(s), if any, and ensuring that the agreement is maintained throughout the Grant Term. The partnership agreement must: 1) outline the respective obligations of the Grantee and its Partners throughout the Grant Term to implement the Project, 2) include commitments from the Grantee and the Partners that they will implement their respective obligations, 3) require co-applicants and contributors to provide copies of all documentation of actions taken related to the Project to the Lead Applicant for retention in compliance with the requirements specified in [Exhibit C, Sections 4 and 5](#), and 4) include information about how the partners will make decisions and resolve disputes.
- H. Any other obligations set forth in this Grant Agreement.

7. Document Submission

A. Electronic Mail

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

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

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

8. Reporting Requirements

A. Check-Ins

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

B. Progress Reports

- i. Grantee will submit progress reports as specified in the grant guidelines. Grantee must use the templates that will be made available to grantees via Grantee's attendance and participation at scheduled check-ins are a

- material part of this Agreement. the program's SharePoint. The progress reports must contain documentation of the work performed and should discuss how that work relates to specific deliverables outlined in the Work Plan ([Attachment 2](#)) and the Budget Detail Worksheet ([Attachment 4](#)).
- ii. Grantee will submit a mid-term progress report to LCI half-way through the Grant Term at a date to be included in the Work Plan ([Attachment 2](#)) and using a template that will become available through the program's SharePoint folder. The mid-term progress report will track the work completed during the first half of the Grant Term and should include the following information:
 - a. Outline of all activities taken pursuant to the Work Plan ([Attachment 2](#)) and the outcomes of each activity.
 - b. Meetings and actions taken by the Grantee.
 - c. An accounting of the expenditures made by the Grantee
 - d. Feedback on the implementation process for EHCR program staff including barriers, challenges, and opportunities.
 - iii. When the Project is completed, Grantee must submit a Final Report. To complete and submit the Final Report:
 - a. Submit the Final Report with the last invoice. If Grantee does not submit the Final Report with the last invoice, then the last invoice will be considered incomplete and returned following the process specified in [Exhibit D, Section 5A](#).
 - b. Use the Final Report Template, which will be available in the program's SharePoint folder.
 - c. Sign the Final Report. Make sure the Final Report is signed by the person authorized to sign on the most current Authorized Signatory Form ([Attachment 1](#)).
 - d. Include details in the Final Report. Put enough detail in the Final Report to show that Grantee completed the Project and fulfilled the terms of the Grant Agreement and that both the last invoice and the five percent (5%) retention should be paid for completing the Project.
- C. Additional Reporting Requirements
- i. Grants that are funded by the Greenhouse Gas Reduction Fund (GGRF) funds must comply with all GGRF reporting requirements.

9. No Work Outside the Project Area

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

10. Conditions for Beginning Work

A. Readiness Requirements

- a. Conditions for beginning work apply to all projects proposing physical infrastructure, nature-based solutions, or other modifications to a property. Grantee must ensure that the Project meets all readiness requirements prior to expending any direct project costs ("Direct Costs"). For the purposes of the Conditions for Beginning Work Section ([Exhibit A, Section 10A](#)), Direct Costs are defined as expenses directly tied to physical items necessary for implementation. Examples of Direct Costs may include, but are not limited to, the purchase of tangible construction and installation materials.
- b. Indirect costs ("Indirect Costs") that support project readiness are allowed during the first six months. For the purposes of the Conditions for Beginning Work Section ([Exhibit A, Section 10A](#)) of this agreement, Indirect Costs are not directly tied to grant-funded tasks related to the construction or modification of physical infrastructure. Examples of Indirect Costs may include, but are not limited to, programmatic activities such as research and community outreach, personnel costs for administrative, supervisory, legal, or executive staff, and expenses for support units such as clerical support and housekeeping.
- c. Readiness requirements include:
 - i. CEQA compliance documentation if applicable.
 - ii. A demonstration of site control. For Projects where the Grantee or one of its partners does not own the site, the Grantee must provide evidence of a legally binding commitment of the site owner(s) to transfer ownership or allow the Grantee and/or its partners to access the site as needed for the purposes of implementing the Project.
 - iii. Documentation of all permits required to implement the Project. A list of all permits required to implement the Project must be included in the Work Plan included with this Agreement in [Attachment 2](#).
 - iv. Documentation of any other pre- implementation requirements identified in the Work Plan ([Attachment 2](#)).
- d. Grantee must demonstrate readiness within the first 6 months of the Grant Term. Readiness will be assessed and approved independently for each project.
- e. LCI has sole discretion to determine when the Grantee has demonstrated readiness for the Project. The Grantee and its partners may only expend Direct Costs on the Project once Grantee receives written notice from LCI.
- f. LCI will provide written notice regarding the readiness status of each Project in a Readiness Memo. The Readiness Memo will be updated as the Grantee submits additional readiness documentation.

B. Failure to meet Readiness Requirements

- a. If Grantee fails to meet all required readiness requirements within the 6 months of the Grant Term will be, the project will be deemed infeasible

and ineligible for reimbursement, unless LCI gives written approval to extend the timeline to meet the readiness requirements.

- b. Grantee may petition LCI for approval to extend the deadline to meet readiness requirements by submitting a written petition to LCI no later than one month prior to the readiness deadline. The written petition shall include information detailing the actions the Grantee and its partners have taken up to this point to attempt to meet the readiness deadline, the reason(s) that it is not feasible for the Grantee and its partners to meet the readiness deadline, and how much additional time is needed for the Grantee to fulfill all remaining readiness requirements.
- c. If the Project is deemed infeasible and ineligible for reimbursement, Grantee may not allocate Project funds to any different project without written LCI approval.

C. CEQA Readiness Requirements

- a. Grantee is responsible for complying with all applicable laws and regulations for the Project, including the California Environmental Quality Act (CEQA) (PRC § 21000 et seq.) if applicable. Documentation of CEQA compliance must be provided to LCI to establish readiness prior to Project implementation.
- b. The following documentation is acceptable to demonstrate CEQA compliance:
 - i. Documentation for projects to which CEQA does not apply
 1. A signed letter or similar document from the head of the administrative approving entity (e.g., Planning Director) of the lead agency stating that CEQA does not apply to the Project and the basis for that determination.
 - ii. Documentation for projects that are categorically or statutorily exempt
 1. A CEQA Notice of Exemption (NOE) that has been approved by the appropriate body pursuant to their obligations under CEQA; or
 2. Other documentation confirming that the project is exempt from CEQA, including but not limited to:
 - a. A resolution adopted by the legislative body of the lead agency (e.g., City Council, Board of Supervisors) confirming a project's exemption. If a resolution or similar mechanism is not available or does not exist, meeting minutes documenting the legislative body's consideration and approval of the project's CEQA compliance may be submitted.
 - b. A signed letter or similar document from the head of an administrative approving entity (e.g., Planning Director) of the lead agency.
 - iii. Documentation for all other projects subject to CEQA
 1. A file-stamped Notice of Determination

Governor's Office of Land Use and Climate Innovation– Extreme Heat and Community Resilience Program – Round 1
Grant Number: SPPD24159, Sacramento City Unified School District (SCUSD)

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

Exhibit B: Budget Detail and Payment Provisions

1. Fiscal Administration and Payment

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

2. How to Submit Invoices

- A. Grantee must email the Invoice (PDF) to AccountsPayable@OPR.CA.GOV and copy the Grant Manager and Senior Planner identified by LCI in [Exhibit A, Section 5](#) on the email as well. The email must include the Grant Agreement number and Grantee's name in the subject line. Grantee shall submit invoices at least quarterly but no more frequently than monthly to the Grant Manager unless specified otherwise. A request for payment shall consist of:
 - i. The Invoice on official letterhead and signed by the Authorized Signatory or authorized designee specified in this Agreement ([Exhibit A, Section 3](#)), certifying the expenditures are for actual expenses for the tasks performed under this Grant Agreement. While an example of the Invoice Template will be provided during training, a sample is included in [Attachment 5](#).
 - ii. Each cost category and task must correspond to a cost category and task identified in the Budget Detail Worksheet ([Attachment 4](#)).
 - iii. Supporting documentation for all itemized costs. Documentation may include but is not limited to: copies of purchase orders, receipts, subcontractor invoices, and timesheets. These items must contain sufficient information to establish that the specific service was rendered, or purchase was made.
 - a. Supporting documentation should be clearly labeled by task.
 - b. Records documenting time spent performing the work shall identify the individual, the date on which the work was performed, the specific grant-related activities or objectives to which the individual's time was devoted, the hourly rate, and the amount of time spent.

- B. Supporting documentation (e.g., timesheets, activity logs, cancelled checks) for matching funds does not need to be submitted to LCI but should be retained by Grantee in the event of an audit ([Exhibit C, Section 5](#)).
- C. At any time, LCI may request hard copies of invoices, reports, supporting documentation, and evidence of progress.

3. Invoice Dispute

In the event of an invoice dispute, see [Exhibit D, Section 5](#).

4. Budget Contingency Clause

- A. If the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no further force nor effect. In this event, LCI shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement, and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, LCI shall have the option to either cancel this Grant Agreement or offer an amendment to reflect the reduced amount. In the event that LCI cancels the Grant Agreement, LCI shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement, and Grantee shall not be obligated to perform any provisions of this Grant Agreement.

5. Payment Provisions

- A. All costs to be reimbursed must be consistent with the Guidelines and the Project ([Exhibit E](#)).
- B. Partners must invoice Grantee before Grantee submits an invoice to LCI. All payments will be issued to the Grantee, who will be responsible for disbursing payment to Partners. All invoices submitted by Partners to the Grantee must be contain sufficient information for Grantee to be able to invoice LCI in accordance with Exhibit B, Sections 1 and 2.
- C. All costs to be reimbursed must be reasonable, as defined below:
 - i. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining reasonableness of a given cost, consideration must be given to:
 - i. Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the entity or the proper and efficient performance of this Agreement.
 - ii. The restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; federal, state, local, tribal, and other laws and regulations; and terms and conditions of this Agreement.
 - iii. Market prices for comparable goods or services for the geographic area.

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

6. Travel Reimbursement

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

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

7. Work Plan and Budget Modifications

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

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

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

8. Amendments

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

Exhibit C, General Terms and Conditions

1. Approval

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

2. Amendment

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

3. Assignment

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

4. Records Retention

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

5. Audit and Accounting

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

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

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

6. Indemnification

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

7. Disputes

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

8. Independent Grantee

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

9. Non-Discrimination Clause

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

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

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

10. Timeliness

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

11. Governing Law

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

12. Unenforceable Provision

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

13. Revenue

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

Exhibit D, Special Terms and Conditions

1. Compliance with Laws and Regulations

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

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

2. Subcontractors and Partners

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

Nothing contained in this Grant Agreement or otherwise shall create any contractual relationship between LCI and any Partners or subcontractors, and no subcontract shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to LCI for the acts and omissions of Partners and subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay Partners and subcontractors is an independent obligation from LCI's obligation to make payments to Grantee. As a result, LCI shall have no obligation to pay or to enforce the payment of any moneys to any Partner or subcontractor.

3. No Third-Party Beneficiaries

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

4. Project Monitoring and Oversight

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

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

5. Dispute Resolution

A. Invoice Disputes

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

B. General Disputes

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

C. Contesting a Dispute Decision

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

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

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

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

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

6. Termination

- A. Completion of Project. This Grant Agreement shall terminate upon completion of the Project and payment of the last invoice, except those provisions which survive termination.
- B. Early Termination. Either Party may terminate this Grant Agreement upon thirty (30) days advance written notice by certified mail to the other Party. The notice shall specify the reason for early termination and may permit Grantee or LCI to rectify any deficiency(ies) prior to the early termination date.
 - i. Conditions of early termination:
 - a. Upon any termination, Grantee must deliver all invoices, reports, and other deliverables required by this Grant Agreement up to the time of termination. Grantee must deliver all materials within sixty (60) calendar days of the termination date.
 - b. Upon receipt of notice from LCI of Termination for Convenience, or upon sending the notice of early termination to LCI, Grantee shall immediately take action to ensure neither it nor any Partner or Subcontractor incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities.
 - c. LCI will examine the extent of Grantee compliance for work partially completed and reasonably determine costs eligible for reimbursement based on final invoices submitted and compliance with this Grant Agreement.
 - ii. The rights and remedies of LCI and Grantee provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

7. Waiver of Rights

- A. Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from LCI, its officers, agents, or employees for any liability arising from, growing out of, or in any way connected with this Grant Agreement.
- B. Grantee waives all claims and recourses against LCI, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Grant Agreement, except claims arising from the gross negligence of LCI, its officers, agents, and employees.
- C. None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing.

8. Insurance Requirements

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

9. Stop Work

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

10. Remedies of Nonperformance

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

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

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

11. Publicity

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

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

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

at risk of harm from extreme heat.

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

Long version:

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

Short version:

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

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

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

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

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

12. Drug-Free Workplace Certification

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

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

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

13. Americans with Disabilities Act

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

14. Air/Water Pollution Violation Certification

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

15. Payee Data Record Form - STD 204

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

16. Equipment

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

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

17. Infrastructure

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

18. Debt Security

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

19. Force Majeure

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

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

20. Expatriate Corporations

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

21. Corporation Qualified to do Business in California

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

22. Self-Dealing and Arm's Length Transactions

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

23. Relocation

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

24. Child Support Compliance Act

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

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

25. Environmental Justice

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

26. Union Organizing

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

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

27. Prevailing Wages and Labor Compliance

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

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

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

Governor's Office of Land Use and Climate Innovation– Extreme Heat and Community Resilience Program – Round 1
Grant Number: SPPD24159, Sacramento City Unified School District (SCUSD)

Exhibit E, [EHCRP Guidelines](#)

Exhibit F, Award Letter



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

December 5, 2024
Chamberlain Segrest
chamberlain-segrest@scusd.edu

RE: Award Notification – Extreme Heat and Community Resilience Program Round 1, Large Planning Grant Award, Chamberlain, Sacramento City Unified School District Community Solar and Resiliency Project

Dear Chamberlain Segrest and partners,

The Governor's Office of Land Use and Climate Innovation is pleased to inform you that Chamberlain has been selected as a Round 1 Grantee for the Extreme Heat and Community Resilience Program award of \$750,000.00 for the project Sacramento City Unified School District Community Solar and Resiliency Project. The Extreme Heat and Community Resilience Program funds planning and implementation projects to mitigate the impacts of extreme heat. The Program will build frameworks for change and invest in local, regional, and tribal projects that strengthen communities that are vulnerable to extreme heat. Congratulations on your successful application!

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

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

We look forward to our partnership in the coming years. If you have any questions, please contact Braden Kay, EHCRC Program Manager, at braden.kay@opr.ca.gov; and Kelly Meza Prado, EHCRC Senior Adaptation and Resilience Planner, at kelly.mezaprado@opr.ca.gov.

Sincerely,



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

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

Exhibit G, Grant Application

CA Gov. OPR - Extreme Heat and Community Resilience Program Powered by Submittable 

Title	Sacramento City Unified School District Community Solar and Resiliency Project	05/03/2024
	by Joanna Wagner in EHCRP - Full Application Form (2024/25)	id. 46425102
	joanna@buildmomentum.io	

Original Submission 05/03/2024

Score n/a

Application Label Sacramento City Unified School District Community Solar and Resiliency Project

Would you like to add anyone (e.g., Co-Applicants) to this form to (1) help you respond to these questions, (2) be able to view and access your response later, and (3) have EHCRP staff cc in future communications with you? Yes

Project Overview

What is the project name? Sacramento City Unified School District Community Solar and Resiliency Project

What type of grant are you applying for? Large Planning Grant

Lead and Partners Summary Lead Applicant

Name of entity acting as Lead Applicant Sacramento City Unified School District

Lead Applicant's entity type Academic Institution

If awarded, academic institutions should provide a letter or other document approved by the governing body or leadership of the institution committing to the execution of the project proposed in the application.

Attachment 1: Authorized Signatory Form

I hereby verify that I am an authorized Grantee representative and signatory and, as such, can sign and/or delegate authorization to sign and bind Grantee as it relates to the above-referenced Grant Agreement and grant related documents.

Grantee Authorized Signatory:

Name: Janea Marking **Title:** Central Business Officer
(Type or Print Name)

Signature: _____ **Date:** _____

Delegated Authorized Signatories:

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

Signature: _____ **Date:** _____

Document(s) Authorized to sign:

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

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

Signature: _____ **Date:** _____

Document(s) Authorized to sign:

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

Governor's Office of Land Use and Climate Innovation– Extreme Heat and Community Resilience Program – Round 1
Grant Number: SPPD24159, Sacramento City Unified School District (SCUSD)

- ☐ Reports
- ☐ Invoices
- ☐ Other _____

Governor's Office of Land Use and Climate Innovation– Extreme Heat and Community Resilience Program – Round 1
Grant Number: SPPD24159, Sacramento City Unified School District (SCUSD)

Attachment 2: Work Plan

Project Name:

Work Plan	
Instructions: - Fill out the rows and columns with the requested information. - All required activities must be addressed in this workplan. The workplan is a set of capacity building strategies that align with program objectives and collectively work to achieve the project vision. - For the eligible activities listed in the Guidelines, applicants must develop at least one strategy that includes a description of tasks and subtasks, timeline for completion of key tasks and deliverables, and members involved in implementing each task and subtask. - The workplan should provide a sufficient description of tasks to provide reviewers with an understanding of how specific tasks advance project objectives and goals. - Applicants are not limited to 5 strategies as exemplified in this workplan - include more strategies as needed. - To view an example go to tab #5 "Example Work Plan"	
Proposal Name:	Community Solar and Resiliency Project
Lead Applicant:	Sacramento City Unified School District
Project Description: (500 character limit)	The Community Solar and Resiliency Project (CSR) is a multifaceted initiative aimed at understanding and addressing extreme heat impacts through collaborative, community-centered planning to support the deployment of innovative clean energy solutions and community resilience strategies. CSR will: - Engage the community to understand its needs and incorporate community members into the planning process. - Develop implementation plans based on community engagement to create educational programs for members of the community to mitigate and reduce the effects associated with extreme heat. - Provide workforce development related to clean energy jobs. - Identify measures to mitigate the effects of extreme heat in the communities served by SCUSD. - Evaluate identified measures for efficacy and cost-effectiveness. - Evaluate and quantify the needs, costs, and benefits of creating a community resilience center at Hiram Johnson High School (HJHS). - Evaluate and quantify the needs, costs, and benefits of implementing resiliency measures at SCUSD's Central Kitchen (kitchen) and potentially the electric bus fleet depot (depot). - Design and engineer a 100% renewable microgrid at HJHS to serve as a community energy hub providing reliable, climate-controlled refuge during heat events during non-school hours and activities. - Design energy resilience measures at the kitchen to ensure continuity of nutrition services during power outages. CSR will deliver its benefits by leveraging deep, highly functional partnerships to deliver direct community-focused benefits while contributing safer, more healthful, and more robust district services.
Character Count	242

Governor's Office of Land Use and Climate Innovation– Extreme Heat and Community Resilience Program – Round 1
Grant Number: SPPD24159, Sacramento City Unified School District (SCUSD)

Task 1: Grant Management (SCUSD)						
Subtask	Description <i>Include detail of activities or deliverables</i>	Deliverables / Milestones <i>Major outcomes and/or metrics used to demonstrate success</i>	Timeline <i>Indicate month of project that activity will take place</i>	Task Lead <i>Which project partner is responsible for this task?</i>	Partners Involved <i>If the partners are not identified include future plans to engage</i>	EHCPR Eligible Activities Addressed
Subtask 1.1 - Overall Project Management	Grant Manager will ensure that the CSR Project is meeting its timeline, budget, and scope. Grant Manager will develop a communication plan in the first month of the Period of Performance. This includes but is not limited to regular meetings with project partners to track, receive, and comment on all Deliverables and Milestones.	Communication Plan One monthly meeting lasting one hour for each Project Partner. Meeting notes emailed to attendees after each meeting.	Month 1-24	SCUSD	SMUD, UL, GRID	Program Administration
Subtask 1.2 - Kick-Off Meeting	Plan and attend a "Kick-off" meeting between LCI Extreme Heat and Community Resilience Program and representatives from all the Project Partners. The administrative and technical aspects of the Project will be discussed at the meeting. Prior to the meeting, an agenda will be provided to all potential meeting participants, as well as meeting notes following the meeting. Following the meeting, within the first month of the project, subcontracts between SCUSD and all the project partners will be drafted and signed. The meeting may take place by electronic conferencing.	Agenda prior to kick off meeting. Completion of Meeting Completion of Meeting Notes Completion of Subcontracts between Prime Applicant and Subcontractors	Month 1	SCUSD	SMUD, UL, GRID	Program Administration
Subtask 1.3 - Quarterly Project Updates	Prepare brief (approximately 1/2 page) updates summarizing project progress and deliver them to LCI.	Nine written, emailed updates	Ongoing, every quarter of performance period	SCUSD	SMUD, UL, GRID	Program Administration
Subtask 1.4 - Mid-term Progress Report	Prepare and submit a report tracking and detailing the work completed during the first half of the grant term.	One written, emailed report	Month 12 - 13	SCUSD	SMUD, UL, GRID	Program Administration
Subtask 1.5 - Final Progress Report	Prepare and submit a report on the overall status of the grant and track the work completed during the entire grant term. This Report will compile Final Reports from all subtasks and their leads.	One written, emailed report	Month 24	SCUSD	SMUD, UL, GRID	Program Administration
Subtask 1.6 - Case Study	Create document capturing lessons learned and effective practices through this project.	One Case Study Report and a Case Study Presentation.	Month 24	SCUSD	SMUD, UL, GRID	Program Administration
Subtask 1.7 - Final Meeting	Project Partners will meet with LCI staff to present project findings, conclusions, recommendations, and outcomes. This meeting will be attended by the SMUD and LCI staff, at a minimum, and ideally by the entire project team. SMUD will provide an agenda and final follow up notes for the meeting. The meeting will be hosted using electronic conferencing.	Agenda prior to kick off meeting. Completion of meeting Completion of Meeting Notes	Month 24	SCUSD	SMUD, UL, GRID	Program Administration

Governor's Office of Land Use and Climate Innovation– Extreme Heat and Community Resilience Program – Round 1
Grant Number: SPPD24159, Sacramento City Unified School District (SCUSD)

Task 2: Community Outreach and Engagement (United Latinos)						
Subtask	Description <i>Include detail of activities or deliverables</i>	Deliverables / Milestones <i>Major outcomes and/or metrics used to demonstrate success</i>	Timeline <i>Indicate month of project that activity will take place</i>	Task Lead <i>Which project partner is responsible for this task?</i>	Partners Involved <i>If the partners are not identified include future plans to engage</i>	EHCPR Eligible Activities Addressed
Subtask 2.1 - Community Advisory Board	United Latinos will establish a diverse and inclusive Community Advisory Committee-consisting of local stakeholders and community members responsible for providing insights and feedback on project initiatives while ensuring that the community's needs and perspectives are effectively represented. Members will be recruited based on their expertise, community involvement, and commitment to the project's goals. United Latinos will organize initial meetings, set a regular schedule for future engagements, and define the roles and responsibilities of all committee members.	List of Community Advisory Committee Members. Meeting schedule for up to four meetings, meeting agendas, and meeting summaries.	Months 3, 8, 15, 20	UL	SMUD, SCUSD	Large Planning Grant
Subtask 2.2 - Community Engagement Plan, Creation	United Latinos will create a comprehensive Community Engagement Plan to effectively involve community stakeholders in the development and execution of project work. The plan will identify key community groups and stakeholders, determine the best methods for engagement, and set clear objectives for community involvement. This will include scheduling and organizing meetings, workshops, and other events to facilitate communication and feedback. The plan will also outline strategies supplementing the Community Advisory Committee for ongoing communication to keep the community informed and involved throughout the project's lifecycle. The plan will include mechanisms for evaluating the effectiveness of the engagement strategies and making adjustments as necessary. The Plan will incorporate critical Community Engagement questions that were identified by AECOM through their initial Needs Assessments.	One draft Community Engagement Plan	Months 1-4	UL	SMUD, Subcontractor: AECOM	Large Planning Grant
Subtask 2.3 - Community Engagement Plan, Implementation	United Latinos will execute the final Community Engagement Plan.	Six (6) high quality photographs of the Community Advisory Committee Meetings and virtual copies of all flyers and posters that were created.	Months 4-18	UL	SMUD	Large Planning Grant
Subtask 2.4 - Community Engagement Final Report	United Latinos will prepare and submit a report on all of the work and findings relating to community engagement of the grant.	One final Community Engagement Plan One Community Engagement Final Report	Month 20	UL	SMUD	Large Planning Grant

Governor's Office of Land Use and Climate Innovation– Extreme Heat and Community Resilience Program – Round 1
Grant Number: SPPD24159, Sacramento City Unified School District (SCUSD)

Task 3: Workforce Development (Grid)						
Subtask	Description <i>Include detail of activities or deliverables</i>	Deliverables / Milestones <i>Major outcomes and/or metrics used to demonstrate success</i>	Timeline <i>Indicate month of project that activity will take place</i>	Task Lead <i>Which project partner is responsible for this task?</i>	Partners Involved <i>If the partners are not identified include future plans to engage</i>	EHCPR Eligible Activities Addressed
Subtask 3.1 - Needs Assessment through HJHS engagement	GRID will inform and support United Latinos' community engagement efforts to identify the specific skills and knowledge gaps within the target workforce (the community surrounding Hiram Johnson High School). GRID will gain insight into the needs of HJHS and the District by engaging 3-5 SCUSD administrators and staff.	1 page results memo of the needs of the HJHS teachers, community, and district staff.	Months 1-5	GRID	SCUSD, SMUD	Large Planning Grant
Subtask 3.2 - Needs Assessment through Research	GRID will conduct a literature review to identify the specific skills and knowledge gaps within the target workforce and its relations to the target community of this project (the community surrounding Hiram Johnson High School). GRID will evaluate current "Green Jobs" workforce needs and capabilities of the Hiram Johnson High School students and community versus the skills needed for future sector-related projects or roles in Sacramento. GRID will work with and through the District's Career Technical Education Department to assess the needs and capabilities of Hiram Johnson School students.	2 page summary of the literature review and a Work Force Development Plan Outline.	Months 1-5	GRID	N/A	Large Planning Grant
Subtask 3.3 - Workforce Development Plan, Draft Creation	GRID will engage SCUSD administrators, and SMUD project team for feedback on the draft Workforce Development Plan Outline to ensure that it speaks to the identified needs and that future employees are equipped with necessary skills and knowledge to adapt to an evolving labor landscape.	One draft Workforce Development Plan	Months 5-6	GRID	SMUD, Subcontractor: AECOM	Large Planning Grant
Subtask 3.4 - Workforce Development Plan, Final Creation	The final plan will aim to prepare participants for the green economy. Strategies for training, recruitment, and professional development will be formulated to address these needs effectively. The plan will also outline timelines, budget specifics, and responsibilities for implementation. The plan may include but is not limited to School Career Day events, Green Economy Career Development workshops, resume building activities, interview skills workshops, and more to prepare young adults for successful careers. Some specific activities to prepare community members and others for highly skilled "Green Jobs" may include knowledge building of electrical engineering, microgrids, circuitry, and line worker training. Additionally, it will include evaluation metrics used to monitor progress and the effectiveness of the development initiatives. GRID will work with and through the District's Career Technical Education Department in relation to any events geared toward students.	One final Workforce Development Plan	Months 7-8	GRID	N/A	Large Planning Grant
Subtask 3.5 - Workforce Development Plan, Implementation	GRID will implement the final Workforce Development Plan.	Six (6) high quality photographs workforce development scoping meetings with community members and staff.	Months 9-20	GRID	SCUSD, SMUD	Large Planning Grant
Subtask 3.6 - Workforce Development Plan, Evaluation	GRID will evaluate the challenges and successes in implementing the Workforce Development Plan.	One Lessons learned report on the implementation and evaluation of the Workforce Development Plan	Month 21	GRID	N/A	Large Planning Grant
Subtask 3.7 - Workforce Development Final Report	GRID will prepare and submit a report on all of the work and findings relating to workforce development under the grant.	Workforce Development Final Report	Month 22	GRID	SCUSD, SMUD	Large Planning Grant
Task 4: Extreme Heat Assessments and Research (SMUD)						
Subtask	Description <i>Include detail of activities or deliverables</i>	Deliverables / Milestones <i>Major outcomes and/or metrics used to demonstrate success</i>	Timeline <i>Indicate month of project that activity will take place</i>	Task Lead <i>Which project partner is responsible for this task?</i>	Partners Involved <i>If the partners are not identified include future plans to engage</i>	EHCPR Eligible Activities Addressed
Subtask 4.1 - Kickoff and Outreach Coordination	<u>Task Kickoff</u> A one hour virtual task kick off between SMUD and AECOM to confirm scope, timeline, expectations, and research objectives. Following this meeting AECOM will create a detailed timeline with milestones and dates for draft and final deliverables. <u>Community Engagement Questions</u> AECOM will work with project partners to identify potential touchpoints with the CSR's community engagement task. The touchpoints will help inform project understanding into community vulnerabilities, needs, and preferences around heat-mitigation solutions, and will help guide strategy development. After the meeting, AECOM will draft four community engagement questions that can be incorporated by UL and GRID in community engagement and outreach activities.	One (1) virtual one-hour kick-off meeting, agenda, notes, and schedule (Draft and Final; Word and Excel) Four (4) community engagement questions (Draft and Final; Word and PDF)	Months 1-2	SMUD	Subcontractor: AECOM	Large Planning Grant

Governor's Office of Land Use and Climate Innovation– Extreme Heat and Community Resilience Program – Round 1
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	<u>Confirm Data Sources</u> AECOM will review ongoing and existing research on extreme heat projections for the Sacramento region. We will leverage AECOM's ongoing climate vulnerability assessment for SMUD, as well as other completed work in the project area to efficiently evaluate future warming trends in the SCUSD area. These include the California Heat Assessment Tool (CHAT), the Capital Region Urban Heat Island Mitigation Project, and the City of Sacramento's Urban Heat Island assessment, among others. Notably, AECOM's current work for SMUD will help to identify heat vulnerabilities for electrical infrastructure under future warming conditions. Future heat trends will be assessed for a mid-century timeframe (e.g., 2030-2060) under a business-as-usual global warming scenario, which reflects best practices in adaptation planning. To identify vulnerable communities, we will coordinate with the project partners to identify their preferred methodology in alignment with the larger project. Potential methodologies include CHAT, CalEnviroScreen 4.0, Healthy Places Index, Senate Bill 535, and the California Climate Investments Priority Populations. <u>Conduct Research</u> AECOM will conduct research on how extreme heat can affect schools, infrastructure, education, youth, and communities. In combination with the confirmed data sources, this research will help identify the neighborhoods and communities in Sacramento that are likely to face more impactful vulnerabilities from extreme heat. The research will describe potential impacts from heat and highlight their key vulnerabilities. The results will be summarized in a memo.					
Subtask 4.2 - Heat Vulnerability Research		Extreme heat projections and impacts memo (Draft and Final; Word and PDF)	Months 1-4	SMUD	Subcontractor: AECOM	Large Planning Grant
Subtask 4.3 - Evaluate Strategies	AECOM will develop an initial list of 12 strategies for the client team to review and select eight (8) strategies for additional research and development. Each of the eight selected strategies will be developed at a high-level, rather than tailored to an individual location or site. AECOM will research the likely effectiveness and describe co-benefits of each strategy, with a focus on how each relates to disadvantaged communities. Due to the complex and interactive nature of heat-mitigation strategies, effectiveness will be evaluated qualitatively and presented as order of magnitudes. Additionally, AECOM will describe each strategy's key implementation considerations, including potential timeframes, implementation steps, and the use cases or types of locations for which the strategy is best suited. To understand cost-effectiveness, AECOM will analyze rough order of magnitude (ROM) costs to implement up to three (3) strategies selected based on data availability and discussions with the project partners. For the remaining five (5) strategies, costs will be evaluated qualitatively. A technical memo will describe the methodology for cost-estimations.	Initial heat mitigation strategy matrix for twelve (12) strategies (Draft and Final; Excel) One virtual 1-hour meeting to review and discuss strategy selection, including agenda and notes (Draft and Final; Word) List of eight (8) selected strategies with ROM cost estimates to implement up to three (3) strategies, qualitative cost assessments for five (5) strategies, and a technical memo to describe methodology (Draft and Final; Excel, Word, and PDF)	Months 4-7	SMUD	Subcontractor: AECOM	Large Planning Grant

Governor's Office of Land Use and Climate Innovation– Extreme Heat and Community Resilience Program – Round 1
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Subtask 4.4 - Final Report	AECOM will combine the outcomes of the prior subtasks into a final report that summarizes research findings from this project. The report will describe future trends in extreme heat for the SCUSD area, potential heat impacts on SCUSD facilities and infrastructure, such as SCUSD's electric bus fleet depot (depot) and district central kitchen (kitchen), and the surrounding communities. Additionally, the final report will also describe strategies that are likely to be highly effective to reduce extreme heat exposure and protect communities and facilities from extreme heat. AECOM will give one public presentation at a select SCUSD public Board of Education meeting in partnership with Recipients to share results and highlight top recommendations.	Final report (Draft and Final; Word and PDF) One presentation from AECOM to the SCUSD Board	Month 7-8	SMUD	Subcontractor: AECOM	Large Planning Grant
Task 5: Energy Resilience Design and Engineering (SMUD)						
Subtask	Description <i>Include detail of activities or deliverables</i>	Deliverables / Milestones <i>Major outcomes and/or metrics used to demonstrate success</i>	Timeline <i>Indicate month of project that activity will take place</i>	Task Lead <i>Which project partner is responsible for this task?</i>	Partners Involved <i>If the partners are not identified include future plans to engage</i>	EHCRP Eligible Activities Addressed
Subtask 5.1 - Project Management, Planning, and Scoping	Included in this Subtask is SMUD PM labor to manage progress and deliverables need to complete Task 5. The SMUD Project Manager will develop a Project Management Plan and budgets, as well as the ongoing modifications of these documents as the project progresses. Also included is project scoping ranging from early stage planning and development, through the life cycle of the Task and ensuring the development of final Design and Engineering plans/drawings and completion of all deliverables of this Task.	Project Management Plan and Monthly Meetings Development of Budgets	Months 1-2	SMUD	SCUSD	Large Planning Grant
Subtask 5.2 - Concept Development	SMUD's Distribution Planning, System Operators, Research and Development, and other groups will assess the infrastructure needs at HJHS, Central Kitchen, and potentially the Bus Depot to function as a coordinated Microgrid Resiliency Center. SMUD will use reports provided by AECOM from Task 4 and utilize data provided by previous tasks to inform needs and constraints of the community. Potential decision points include the configuration of the microgrid elements, such as solar array, battery storage system, and interconnection between the three sites.	(1) Outline for Concept Development and Feasibility Assessment	Months 1-10	SMUD	SCUSD, UL, GRID, Subcontractor: AECOM	Large Planning Grant
Subtask 5.3 - Preliminary Design and Engineering	Project Team will develop initial engineering designs and specifications for the microgrid elements, such as solar array, battery storage system, and interconnection equipment. SMUD distribution planners and designers will create draft single line diagrams to be included in a roughly 50% complete draft.	(1) 50% Complete Draft Design and Engineering Report	Months 10-12	SMUD	SCUSD	Large Planning Grant
Subtask 5.4 - Modeling and Theoretical Performance Testing	Project team will analyze the behavior of the proposed energy system under different scenarios, including extreme heat events. This will include developing models to predict system responses to disruptions, performance periods using tiered loads, assessing potential improvements, and optimizing designs for greater resilience. The results will guide final engineering decisions to ensure robust and reliable energy infrastructure.	(1) 75% Complete Report on Designs Proposed and Anticipated Performance	Months 10-12	SMUD	SCUSD	Large Planning Grant
Subtask 5.5 - Final Design and Engineering	Project Team will refine all design and engineering products and the configuration of the Microgrid Resiliency Center. This will include a final report and the potential single line diagrams of solar arrays, battery storage system, and interconnection equipment.	(1) Final Design and Engineering Report	Months 12-18	SMUD	SCUSD	Large Planning Grant

Governor's Office of Land Use and Climate Innovation– Extreme Heat and Community Resilience Program – Round 1
Grant Number: SPPD24159, Sacramento City Unified School District (SCUSD)

Attachment 3, Budget Detail Worksheet

Project Name:

Budget										
1. Applicants should fill in the cells labeled "N/A" only. Do not edit any shaded cells, headers, or cells with formulas included, specifically the entire Indirect Cap Check, "Total EHCRC Grant Funds", and "Check" columns. 2. Populate each Task from the workplan into the "Task" columns 3. Total EHCRC Grant Funds will calculate based on the "Cost per Unit" and "Number of Units". Use the "Task" columns to allocate each budget line item. The sum of the Task columns should equal the "Total EHCRC Grant Funds". 4. To add a Task Column, right click on "Task[X]", and "Insert Table Columns to the Left." This will ensure that the formulas properly extend across all tasks. 5. Cost per Unit and Number of Units may correspond to supplies, staff hours and rates, or estimated subcontracts (where the "unit" may equal "1") 6. The cells in column L will highlight red if the sum of the Tasks is different than the "Cost per Unit" x "Number of Units" 7. Cost Descriptions for personnel should clearly identify organizations and positions. For example: "City of [Example] – Outreach Specialist" 8. To view an example go to tab #6 "Example - Budget". For an explanation of "Cost Type" go to tab #7 "Reference".										
Proposal Name:	Community Solar and Resiliency Pro									
Lead Applicant:	SCUSD									
Table	Direct Costs	Indirect Costs								
Cap/Threshold	80-100%	0-20%								
Calculated	100.0%	0.0%								
Total	\$ 750,000.00	\$ -								
Cost Description	Cost Type	Cost per unit (Examples: Hourly rates, fees, etc.)	Number of Units (Example: Hours work fee cost, etc.)	Total EHCRC Funds	Task 1: Grant and Project Administration	Task 2: Community Outreach and Engagement	Task 3: Workforce Development	Task 4: Extreme Heat Assessments and Research	Task 5: Energy Resilience Design and Engineering	Total EHCRC Funds [Cross Check]
SCUSD Grant Management Costs (Unit: Hours)	Grantee Staff Costs	\$ 100.00	646	\$ 64,613.00	\$ 64,613.00	\$ -	\$ -	\$ -	\$ -	\$ 64,613.00
United Latinos Subcontractor Staff Costs	Subcontractor Staff Costs	\$ 115.00	1,000	\$ 115,000.00	\$ -	\$ 115,000.00	\$ -	\$ -	\$ -	\$ 115,000.00
GRID Alternatives Subcontractor Staff Costs	Subcontractor Staff Costs	\$ 150.00	1,000	\$ 150,000.00	\$ -	\$ -	\$ 150,000.00	\$ -	\$ -	\$ 150,000.00
Sacramento Municipal Utility District Subcontractor Staff Costs	Subcontractor Staff Costs	\$ 200.00	2,102	\$ 420,387.00	\$ -	\$ -	\$ -	\$ 99,905.00	\$ 320,482.00	\$ 420,387.00
Totals				\$ 750,000.00	\$ 64,613.00	\$ 115,000.00	\$ 150,000.00	\$ 99,905.00	\$ 320,482.00	\$ 750,000.00

Attachment 4, Invoice

Grant Admin Manager Approval

CA Governor's Office of Planning and Research

1400 Tenth Street

Sacramento, CA 95814



ICARP GRANTEE INVOICE COVER SHEET

Invoice # _____

Contractor Name _____

Agreement Number _____

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

Invoice Period (Month, Date, Year) _____

City, State, and Zip Code _____

A. STAFF COSTS SUBTOTAL

\$ _____

B. EXPENSES COSTS SUBTOTAL

\$ _____

C. TOTAL

\$ _____

D. 5% RETENTION

\$ _____

E. TOTAL REQUESTED

\$ _____

By my signature below, I certify that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this invoice for reimbursement, and any accompanying supporting documents, are true and correct to the best of my knowledge, and all disbursements have been made for the purposes and conditions as outlined in the Grant Agreement.

Authorized Signature _____

Date _____

Printed Name of Authorized Signature _____

Title _____

1400 Tenth Street Sacramento, CA 95814					ICARP Grants Rev 4/24	
ICARP GRANTEE INVOICE					Invoice #:	
					Invoice Period:	
Grantee Name And Address:					Terms: NET 45	
COST DESCRIPTION	COST TYPE	TASK, SUB-TASK, DESCRIPTION	BUDGETED TASK AMOUNT	AMOUNT CLAIMED	TOTAL	BALANCE REMAINING
STAFF COSTS						
					\$0.00	\$ -
					\$0.00	\$ -
Grantee/Subcontractor/Co-Applicant/Partner Staff Subtotals:			\$0.00	\$0.00	\$0.00	\$ -
EXPENSES COSTS						
					\$0.00	\$ -
					\$0.00	\$ -
Project Expenses Subtotals:			\$0.00	\$0.00	\$0.00	\$ -
TOTALS						
TOTAL						\$ -
5% RETENTION						\$ -
TOTAL REQUESTED						\$ -

Cost Description	Task & Subtask	Description of Sub-Task Services Performed
		<i>Please refer to specific deliverables in the Budget and Work Plan.</i>

Attachment 5, Invoice Dispute Notification

INVOICE DISPUTE NOTIFICATION

GRANTEE ADDRESS		INVOICE DATE
		INVOICE NUMBER
		INVOICE AMOUNT
		\$
		DATE INVOICE RECEIVED
		GRANT AGREEMENT NUMBER

The invoice referenced above is disputed for the following reasons:

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

Comments:

THIS NOTIFICATION IS A FOLLOW UP TO A PHONE CONVERSATION WITH THE GRANTEE OR DESIGNEE WHOSE NAME APPEARS BELOW.

NAME	DATE OF CONVERSATION
IF YOU HAVE ANY QUESTIONS REGARDING THIS DISPUTE, CONTACT:	
NAME	TELEPHONE NUMBER (include Area Code)

Governor's Office of Land Use and Climate Innovation– Extreme Heat and Community Resilience Program – Round 1
Grant Number: SPPD24159, Sacramento City Unified School District (SCUSD)

RETURN A COPY OF THIS NOTIFICATION WITH THE
CORRECTED INVOICE TO:

STATE OF CALIFORNIA USE ONLY	
DATE DISPUTE RESOLVED	INITIALS
RESOLUTION	

Memorandum of Understanding
Between
Sacramento City Unified School District
And
GRID Alternatives
For
Community Solar and Resiliency Project

This Memorandum of Understanding (MOU) is between Sacramento City Unified School District ("SCUSD" or "District") and GRID Alternatives ("GRID" or "GRID Alternatives"), collectively referred to as "Parties," and individually as "Party," with respect to the following recitals:

RECITALS

WHEREAS, the District, in collaboration with SMUD, United Latinos, and GRID Alternatives, collectively referred to as "Partners," were awarded the Extreme Heat and Community Resilience Program Grant ("EHCRP" or "Grant") from the Governor's Office of Land Use and Climate Innovation ("Contracting Agency") for the Community Solar and Resiliency Project ("Project");

WHEREAS, SCUSD has entered into an Agreement Number SPPD24159 dated May 30th, 2025 ("Prime Agreement"), **attached hereto as Exhibit B**, with the Contracting Agency for this Project;

WHEREAS, In the event of a conflict between the terms and conditions of this MOU and those of the Prime Agreement, the terms and conditions of the Prime Agreement shall prevail;

WHEREAS, an organizational chart and a table containing the roles and responsibilities of each of the Partners is **attached hereto as Exhibit A**;

WHEREAS, the District is the Grantee and is responsible for the Grant taking place within the project area specified, in accordance with all terms and conditions of the Prime Agreement; and

WHEREAS, GRID Alternatives shall provide Services described in the Work Plan found in **Exhibit B, "Exhibit G, Attachment 2"**; and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. Roles and Responsibilities

- A. District, as the "Lead Applicant," commits to all duties and responsibilities corresponding to the Lead Applicant role under the Project for the term of the EHCRP Grant. SCUSD is fully committed to the activities and deliverables of the EHCRP Grant Agreement and the stipulations of this MOU. The District agrees to take all actions necessary to effectuate the requirements of the EHCRP Grant in accordance with the State of California requirements. As Lead Applicant, SCUSD responsibilities include, but are not limited to:
1. Coordinate and set direction for all components of the EHCRP Grant Agreement

- and process the approval of its parts, as may be necessary or appropriate. This will include direction setting and coordination with:
- a. SMUD to design and engineer a microgrid and the Properties as well as conduct an Extreme Heat Assessment,
 - b. United Latinos to develop a Community Engagement Plan (CEP) and implementation of the CEP, and
 - c. GRID Alternatives to develop a Workforce Development Plan (WDP) and implementation of the WDP.
2. Oversee and coordinate the EHCRP Grant Agreement which shall include an initial Project kickoff meeting of all parties to discuss their roles and coordination;
 3. Prepare and disburse the EHCRP Grant funds to Partners, either as reimbursement or advanced funds for eligible administration and services upon submission of full and complete disbursement requests or supporting documentation for advanced funds, subject to State review and approval;
 4. Submit all invoices and associated quarterly reports, mid-term progress reports, final report, case study, and other reporting as required by the EHCRP Program staff;
 5. Participate in regular check-in meetings with EHCR Program staff;
 6. Provide the SCUSD staff support during the entirety of the Grant Term; and
 7. Achieve and monitor goals and associated indicators as defined within the EHCRP Grant Agreement, particularly the Workplan.
- II. GRID Alternatives, as a Contributor, is responsible for implementing specific tasks stipulated within the project's workplan, and must have the staff capacity, expertise, and organizational/project management abilities to deliver on their commitments within the overall workplan. As a Contributor, GRID responsibilities include, but are not limited to:
1. Conduct an EHCRP Workforce Development community needs assessment
 2. Work with SCUSD's Career Technical Education Department to engage, identify, and support student work-based learning programming that does not negatively impact Collective Bargaining Agreements in place with District personnel.
 3. Create Workforce Development Plan (WDP)
 4. Implement WDP
 5. Generate Final EHCRP and WDP Report with regular feedback incorporated from other Partners.
- III. Compensation. For the proper performance of the services, SCUSD shall pay GRID in accordance with Services described in the Work Plan, and subject to receiving funds from the Grant, which shall not exceed \$150,000.00, including all labor and direct costs, as described in the Budget found in **Exhibit B, "Exhibit G, Attachment 3"**. Notwithstanding the foregoing, all invoices must be reasonably satisfactory to the Contracting Agency for processing. In the event of any reductions in the Scope of Services, GRID compensation shall be reduced accordingly. In the event that SCUSD takes over and completes the Services because GRID has breached its obligations under this MOU, GRID's compensation shall be reduced by the greater of (a) SCUSD's cost to complete the Services, or (b) the amount of unpaid compensation remaining under this MOU.

GRID shall submit monthly progress reports to reflect the status of the planning effort and related services, including related expenses. GRID's monthly progress reports and invoices will include Agreement Number (SPPD24159); and Project Name (SCUSD Community Solar and Resiliency Project; and SCUSD's project manager (Chamberlain

Segrest) and be sent with a copy to chamberlain-segrest@scusd.edu. Additional invoice requirements may be determined according to the Prime Agreement.

SCUSD shall invoice monthly or in accordance with the Prime Agreement requirements if invoicing schedule is task or deliverables-based on account of GRID's Services and shall pay GRID within forty-five (45) days of the time SCUSD receives payment from the Contracting Agency.

SCUSD shall take all steps which, in its judgment, are reasonable and appropriate to collect fees due from the Contracting Agency pursuant to the Prime Agreement and shall, upon receipt of such, pay GRID that portion of those fees attributable to GRID's Services. It is a condition precedent to SCUSD's payment obligation to GRID that SCUSD has received corresponding payment from the Contracting Agency. Payments to GRID will be reduced by any amounts withheld by the Contracting Agency. Upon the release to SCUSD of any amount which includes payments due to GRID, SCUSD will forward to GRID its portion of such payment.

GRID hereby agrees to indemnify SCUSD against any payments made by SCUSD to GRID which are subsequently disallowed by the Contracting Agency and agrees to promptly, within forty-five (45) or such earlier time as required by the Contracting Agency, reimburse SCUSD for any such amounts which SCUSD may be required to pay the Contracting Agency on behalf of GRID.

- IV. Term and Termination. The term of this MOU shall be from **May 30, 2025**, and continue in effect to **September 30, 2027** ("Term"). This MOU will terminate automatically upon termination of the Prime Agreement. SCUSD will promptly notify GRID of such termination.

This MOU may be terminated by either Party upon written notice in the event of substantial failure by the other Party to perform in accordance with the terms of this MOU; provided, however, the nonperforming party shall have five (5) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other Party.

In the event of such termination, GRID will be paid for the Services performed in accordance with this MOU up to the date of termination, to the extent SCUSD has received the same from the Contracting Agency. Upon receipt of notice of termination, GRID and its subcontractors will provide to SCUSD all documents or other instruments of service prepared by GRID in the performance of the Services hereunder.

SCUSD may terminate or suspend performance of this MOU for SCUSD's convenience upon written notice to GRID. Upon receipt of notice, GRID shall terminate or suspend performance of the Services on a schedule acceptable to SCUSD and may submit a statement for the Services performed in accordance with this MOU.

- V. Independent Status. This MOU is by and between independent agents and does not create the relationship of agent, employee, partnership, joint venture and/or association between the independent agents.

VI. Nondisclosure of Proprietary Information. GRID shall treat as proprietary all information provided by SCUSD and the Contracting Agency and all drawings, reports, studies, design calculations, specifications, and other documents or information, in any form or media, resulting from GRID's performance of the Services. GRID shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of SCUSD.

The preceding restriction shall not apply to information, which is in the public domain, was previously known to GRID, was acquired by GRID from others who have no confidential relationship to SCUSD with respect to same, or which, through no fault of GRID, comes into the public domain. Notwithstanding the foregoing, either Party will be entitled to disclose Proprietary Information of the other to a third party as may be required by law, statute, rule or regulation, including subpoena or other similar form of process, provided that (without breaching any legal or regulatory requirement) the Party to whom the request is made provides the other with prompt written notice and allows the other Party to seek a restraining order or other appropriate relief.

VII. Fingerprinting Requirements. GRID agrees that any individual it assigns to provide services directly to, or have any contact with, pupil(s) of the District, shall be subject to the fingerprinting/background and TB requirements set forth in the California Education Code. Any individual that GRID assigns to provide services directly to, or have any contact with, pupil(s) of the District shall have undergone the background check required in §45125(b)&(c), including response by DOJ, before any service or contact with pupil(s) of the District is allowed. GRID staff shall go through the District process for all fingerprinting/background and TB requirements.

Pursuant to Education Code §45125.1, GRID shall provide a complete list to the District of all individuals cleared by the DOJ who will provide services under this MOU (or MOU) and shall certify in writing to the District that GRID has no information that any of the individuals who are required to have their fingerprints submitted to the Department of Justice (DOJ), and who may come in contact with pupils, have been convicted of a "violent or serious felony" as defined in §45122.1 or that they have been advised of any such arrest by the DOJ.

GRID shall continuously monitor through DOJ, and obtain subsequent arrest notification from DOJ, regarding any individual whose fingerprints were submitted pursuant to §45125.1 and who is or will be providing service directly to, or has contact with, pupil(s) of the District. Upon receipt of a subsequent arrest notification from DOJ, GRID shall, within 24 hours, notify the District of such arrest notification and prohibit the individual from having any further contact with any pupil(s) of the District until such time as the individual's arrest has been determined to not involve a "violent or serious felony" as defined in §45122.1 or the notification has been withdrawn by DOJ. If an individual is disqualified from working for the District pursuant to the requirements of the California Education Code, even if only temporarily, GRID agrees to provide a replacement within 15 days of receiving notification that the previous individual has been disqualified.

GRID further agrees and certifies that any individual providing services directly to any pupil(s) of the District whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., “red-flag” or “grooming” behaviors.

Failure to adhere to the terms of this provision is grounds for termination of the MOU.

- VIII. Mutual Indemnification. Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney’s fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this MOU, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or subcontractors.

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this MOU.

- IX. Delay in Performance: Neither SCUSD nor GRID shall be considered in default of this MOU for delays in performance caused by circumstances beyond the reasonable control of the nonperforming Party.

Should such circumstances occur, the nonperforming Party, within a reasonable time of being prevented from performing, shall give written notice to the other Party, describing the circumstances preventing continued performance and the efforts being made to resume performance. GRID shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances, but only to the extent agreed upon by SCUSD and the Contracting Agency. Except for such time extension, GRID will not be entitled to claim any damages for delays in performance of its Services.

- X. Insurance. GRID must comply with all requirements outlined in the (1) General Provisions and (2) Insurance Requirements outlined below. No payments of Grant Funds will be made under this MOU until and unless GRID fully complies with all insurance requirements.

A. General Provisions Applying to All Policies:

1. Coverage Term – Coverage needs to be in force for the complete term of this MOU. If insurance is set to expire during the Term of this MOU, a new certificate must be received by SCUSD at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original Grant terms.

2. Policy Cancellation or Termination & Notice of Non-Renewal – GRID is responsible to notify SCUSD within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of the California Department of General Services and GRID agrees no work or services will be performed prior to obtaining such approval. In the event that GRID fails to keep in effect at all times the specified insurance coverage, SCUSD may, in addition to any other remedies it may have, terminate this MOU upon the occurrence of such event, subject to the provisions of this MOU.
 3. Premiums, Assessments, and Deductibles – GRID is responsible for any premiums, policy assessments, deductibles, or self-insured retentions contained within their insurance program.
 4. Primary Clause – Any required insurance contained in this MOU shall be primary, and not excess or contributory, to any other insurance carried by SCUSD.
 5. Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating of no lower than VI. If GRID is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
 6. Endorsements – Any required endorsements requested by SCUSD must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
 7. Inadequate Insurance – Inadequate or lack of insurance does not negate GRID’s obligations under this MOU.
 8. Satisfying a Self-Insured Retention (SIR) – All policies with an SIR shall be endorsed to allow SCUSD to satisfy the SIR or Deductible at SCUSD’s discretion. SCUSD may deduct from any amounts otherwise due to GRID to fund the SIR/deductible. Policies shall not contain any provision that limits the satisfaction of the SIR / deductible to the Named Insured. GRID’S insurer may also eliminate the SIR / deductible in favor of SCUSD’s interests.
 9. Available Coverages/Limits – All coverage and limits available to GRID shall also be available and applicable to SCUSD.
 10. Use of Subcontractor – In the case of GRID’s utilization of subcontractors to complete this MOU scope of work, GRID shall include all subcontractors as insureds under GRID’s insurance or supply evidence of the subcontractor’s insurance to SCUSD.
- B. Grant Insurance Requirements – GRID shall display evidence of the following on one or more certificates of insurance, as applicable. All Certificates of Insurance must name the SCUSD as an additional insured (Certificate Holder). Failure to provide the certificate upon request will result in the termination of this

1. Commercial General Liability – GRID and shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. A “per project aggregate” endorsement is required. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract or Grant. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to GRID’s limit of liability.
2. Automobile Liability – If GRID will be using vehicles to complete the project or driving a vehicle onto State property, automobile liability insurance is required. Compliance of automobile liability is required upon procurement of the vehicles. GRID shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of motor vehicles, including owned, hired, and non-owned motor vehicles. “Any Auto” symbol 1 is required. Failure to provide proof upon request will result in termination of this MOU. The policy must name SCUSD and each of their respective officers, agents, and employees as additional insureds, but only with respect to work performed under this MOU.
 - a. In the event that the Fleet Owner maintains business automobile liability insurance, the policy must name SCUSD, its officers, agents, and employees as additional insured by endorsement that states the name exactly as required in this MOU. A blanket additional insured endorsement is not acceptable.
 - b. By signing this MOU, GRID certifies that GRID and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. SCUSD reserves the right to request proof at any time.
3. Workers Compensation and Employers Liability – GRID shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who will be engaged in the performance of this MOU. In addition, employer’s liability limits of \$1,000,000 are required. A Waiver of Subrogation or Right to Recover endorsement in favor of SCUSD must be attached to the certificate.
4. Professional Liability (Errors and Omissions, if applicable): Insurance appropriate to GRID’s profession, with limit no less than \$2,000,000 per occurrence or claim, \$5,000,000 aggregate.
5. Sexual Assault and Molestation (SAM) Insurance (if applicable): If in contact with students without the direct oversight of District personnel at all times, all Partners must obtain \$2,000,000 in SAM liability coverage unless supervised by District staff at all times.

6. Cyber Liability coverage (if applicable): If collecting and saving personal data on students or staff, all Partners must obtain Cyber liability coverage, with limits not less than \$1,000,000 per occurrence or claim: Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by GRID in this MOU and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs, regulatory fines, and penalties, as well as credit monitoring expenses. The Policy shall include, or be endorsed to include property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SCUSD in the care, custody, or control of GRID.

XI. Student Data Privacy. If collecting personal data on students, GRID agrees to follow any and all applicable data privacy laws including, but not necessarily limited to, the Family Educational Rights and Privacy Act (FERPA).

XII. Entire Agreement. This MOU contains the entire agreement between the Parties and supersedes all prior understanding between them with respect to the subject matter of this MOU. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the Party to be otherwise expressly permitted in this MOU.

XIII. Binding Intent. The Parties acknowledge and agree that it is their mutual intent that the terms and provisions set forth in this MOU are legally binding and enforceable.

XIV. Incorporation of Recitals. The recitals set forth above are hereby incorporated into this MOU by reference and shall constitute an integral part of this MOU as if fully set forth herein.

XV. Defined Terms. Any capitalized terms used but not otherwise defined in this MOU shall have the same meaning and effect as ascribed to in the Prime Agreement.

XVI. Nondiscrimination. Any service provided by the Parties pursuant to this MOU shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, immigration status, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.

XVII. Rules and Regulations. All rules and regulations of the District's Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by

GRID pursuant to this MOU. Any rule, regulation or law required to be contained in this MOU shall be deemed to be incorporated herein.

XVIII. Amendments. The terms of this MOU shall not be amended in any manner except by written agreement signed by the Parties.

XIX. Execution in Counterparts. This MOU may be executed in counterparts such that the signatures of the Parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.

XX. Authority. Each Party represents that they have the authority to enter into this MOU and that the undersigned are authorized to execute this MOU.

XXI. Board Ratification. In accordance with California Education Code section 17604, this Agreement is not a valid or enforceable obligation until approved or ratified by the District's Board of Education duly passed and adopted. Any modification or amendment of this Agreement shall not be valid or an enforceable obligation until approved or ratified by the District's Board of Education duly passed and adopted.

XXII. Legal and Financial Considerations

- A. SCUSD will maintain legal, fiscal, and fiduciary responsibilities, including managing Grant funds in accordance with the Contracting Agency's regulations, policies, and guidelines. SCUSD is responsible for the development and submission of all reports to EHCRP staff and additional funding agencies, bookkeeping, accounting, and Grant compliance services.
- B. Legal and Financial Relationship: SCUSD and GRID shall have equal standing and collective accountability for implementing Grant program requirements. SCUSD does not assume liability for any third-party claims for damages arising out of this MOU and each Partner does not assume liability to The Contracting Agency for damages arising out of this MOU.

XXIII. Equal Opportunity

SCUSD and Partners are committed to equal employment opportunity and to ensuring that all employees have a work environment that is free of conduct that could be considered discriminatory or harassing based on an employee's protected status.

SCUSD and Partners will not allow anyone, including any supervisor, co-worker, vendor, client, or customer, to unlawfully harass or discriminate against employees or applicants for employment. SCUSD will take prompt and effective remedial action upon discovery of such conduct.

IN WITNESS, WHEREOF, the Parties hereto have caused this MOU to be executed.

Sacramento City Unified School District

Lisa Grant-Dawson
Interim Chief Business & Operations
Officer

Date

GRID Alternatives

Signed by:

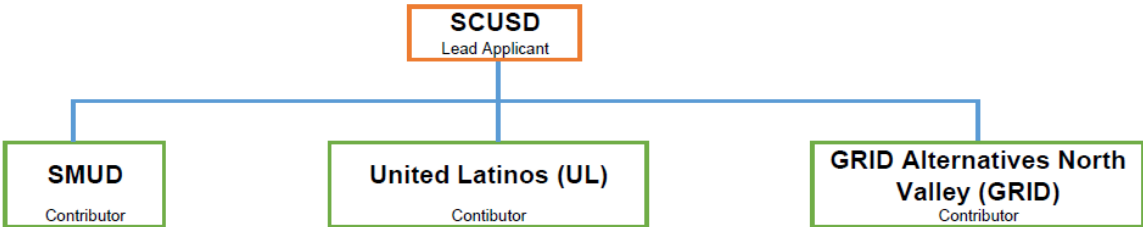

4C1AAC894D654DB
Pablo Del'Auila
Executive Director, GRID Alternatives
Northern California

1/22/2026

Date

EXHIBIT A: Organizational Chart

Sacramento City Unified School District's (SCUSD) Community Solar and Resiliency Project (CSR)



Description			
Partner	Tasks	Role	Responsibilities
SCUSD	All Tasks	Overall project support	Oversee overall Project Management Oversee overall Grant Administration Review and approve project documents Execute grant agreements Execute grant sub-agreements
SMUD	Task 1 Task 4 Task 5	Assist SCUSD with Project Management Assist SCUSD with Grant Administration Microgrid design & engineering Extreme Heat Research/Study	Support overall project management Support overall grant management Final Design & Engineering Report Heat vulnerability research Identify and evaluate strategies Final heat study report Report Development Administration Conduct research on impacts of extreme heat on the community Evaluate results of the research and the effectiveness of existing strategies
United Latinos (UL)	Task 2	Community outreach & engagement	Create and manage a Community Engagement Advisory Committee Develop a Community Engagement Plan (CEP) Implement CEP Produce Final CEP Report
GRID Alternatives (GRID)	Task 3	Needs assessment Workforce development	Conduct a community needs assessment Create Workforce Develop Plan (WDP) Implement WDP Generate Final WDP Report

EXHIBIT B: Prime Agreement

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER SPPD24159	PURCHASING AUTHORITY NUMBER (If Applicable) LCI-0650
-------------------------------	---

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Governor's Office of Land Use and Climate Innovation, hereinafter referred to as STATE

CONTRACTOR NAME
Sacramento City Unified School District, hereinafter referred to as GRANTEE

2. The term of this Agreement is:

START DATE
May 30, 2025

THROUGH END DATE
December 31, 2027

3. The maximum amount of this Agreement is:
\$750,000.00 (Seven hundred fifty-thousand dollars and zero cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits		Title	Pages
	Exhibit A	Scope of Work	9
	Exhibit B	Budget Detail and Payment Provisions	4
	Exhibit C	General Terms and Conditions	3
+	Exhibit D	Special Terms and Conditions	12
-			
+	Exhibit E	EHCRP Guidelines	1
-			
+	Exhibit F	Award Letter	1
-			
+	Exhibit G	Grant Application and Attachments	15
-			

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

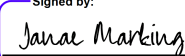
IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
Sacramento City Unified School District

CONTRACTOR BUSINESS ADDRESS 5435 47th Ave.	CITY Sacramento	STATE CA	ZIP 95824
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PRINTED NAME OF PERSON SIGNING Janea Marking	TITLE Central Business Partner
---	-----------------------------------

CONTRACTOR AUTHORIZED SIGNATURE Signed by:  6D79D9C4D46A455...	DATE SIGNED 5/30/2025
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D: 0650-SPPD24159

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

SPPD24159

PURCHASING AUTHORITY NUMBER (If Applicable)

LCI-0650

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Governor's Office of Land Use and Climate Innovation

CONTRACTING AGENCY ADDRESS

1400 Tenth Street

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Abby Edwards

TITLE

Senior Deputy Director, SPPD

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Signed by:

Abby Edwards

DATE SIGNED

5/30/2025

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCM Vol 1. 4.04 (A)(4)

Governor's Office of Land Use and Climate Innovation– Extreme Heat and Community Resilience Program – Round 1
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Exhibit A: SCOPE OF WORK

1. Purpose of the Agreement

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

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

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

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

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

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

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

3. Grant Term

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

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

4. Authorized Signatories

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

Grantee's Authorized Signatory or designee is authorized to sign this Grant Agreement and grant-related documents as shown in the Authorized Signatory Form ([Attachment 1](#)).

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Grantee must keep Authorized Signatory Forms up to date. Within seven (7) working days of any change to the authorized signatory or to the delegated authorized signatory, Grantee shall notify LCI in writing of the change. The written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.

5. Party Representatives

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

LCI

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

Grantee

Name	Title	Phone Number	Email
Grantee Primary Contact: Chamberlain Segrest, Kristy McKeen	Environmental Sustainability Manager – SCUSD Grants manager - SMUD		chamberlain-segrest@scusd.edu kristyl.mckeen@smud.org
Budget Lead: Chamberlain Segrest	Environmental Sustainability Manager – SCUSD		chamberlain-segrest@scusd.edu
Authorized Signatory: Janea Marking	Central Business Officer	(916) 643-9055	janea-marking@scusd.edu

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

6. Grantee Responsibilities

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

- A. Using grant funds only as set forth in the Project and within the specified timelines set forth in this Grant Agreement.
- B. Completing work on time and within budget. This includes meeting all milestones and deliverables, as described in and in accordance with the Work Plan ([Attachment 2](#)), unless otherwise agreed to by all parties through the amendment process described in [Exhibit B, Section 8](#).

- C. Submitting invoices for reimbursement pursuant to [Exhibit B, Section 2](#) and using the Invoice template. The Invoice Template will be provided during Invoice Training, and a sample is included in [Attachment 5](#).
- D. Meeting all reporting requirements as set forth in [Exhibit A, Section 8](#).
- E. Complying with all applicable statutes, rules, and regulations.
- F. Maintaining an accounting system that accurately reflects all fiscal transactions and provides accounting information, retaining all records and required documents as specified in [Exhibit C, Section 4](#), and providing all required documents during an audit, as specified in [Exhibit C, Section 5](#).
- G. Entering into a partnership agreement with Co-Applicant(s) and Contributor(s), if any, and ensuring that the agreement is maintained throughout the Grant Term. The partnership agreement must: 1) outline the respective obligations of the Grantee and its Partners throughout the Grant Term to implement the Project, 2) include commitments from the Grantee and the Partners that they will implement their respective obligations, 3) require co-applicants and contributors to provide copies of all documentation of actions taken related to the Project to the Lead Applicant for retention in compliance with the requirements specified in [Exhibit C, Sections 4 and 5](#), and 4) include information about how the partners will make decisions and resolve disputes.
- H. Any other obligations set forth in this Grant Agreement.

7. Document Submission

A. Electronic Mail

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

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

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

8. Reporting Requirements

A. Check-Ins

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

B. Progress Reports

- i. Grantee will submit progress reports as specified in the grant guidelines. Grantee must use the templates that will be made available to grantees via Grantee's attendance and participation at scheduled check-ins are a

- material part of this Agreement. the program's SharePoint. The progress reports must contain documentation of the work performed and should discuss how that work relates to specific deliverables outlined in the Work Plan ([Attachment 2](#)) and the Budget Detail Worksheet ([Attachment 4](#)).
- ii. Grantee will submit a mid-term progress report to LCI half-way through the Grant Term at a date to be included in the Work Plan ([Attachment 2](#)) and using a template that will become available through the program's SharePoint folder. The mid-term progress report will track the work completed during the first half of the Grant Term and should include the following information:
 - a. Outline of all activities taken pursuant to the Work Plan ([Attachment 2](#)) and the outcomes of each activity.
 - b. Meetings and actions taken by the Grantee.
 - c. An accounting of the expenditures made by the Grantee
 - d. Feedback on the implementation process for EHCR program staff including barriers, challenges, and opportunities.
 - iii. When the Project is completed, Grantee must submit a Final Report. To complete and submit the Final Report:
 - a. Submit the Final Report with the last invoice. If Grantee does not submit the Final Report with the last invoice, then the last invoice will be considered incomplete and returned following the process specified in [Exhibit D, Section 5A](#).
 - b. Use the Final Report Template, which will be available in the program's SharePoint folder.
 - c. Sign the Final Report. Make sure the Final Report is signed by the person authorized to sign on the most current Authorized Signatory Form ([Attachment 1](#)).
 - d. Include details in the Final Report. Put enough detail in the Final Report to show that Grantee completed the Project and fulfilled the terms of the Grant Agreement and that both the last invoice and the five percent (5%) retention should be paid for completing the Project.
- C. Additional Reporting Requirements
- i. Grants that are funded by the Greenhouse Gas Reduction Fund (GGRF) funds must comply with all GGRF reporting requirements.

9. No Work Outside the Project Area

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

10. Conditions for Beginning Work

A. Readiness Requirements

- a. Conditions for beginning work apply to all projects proposing physical infrastructure, nature-based solutions, or other modifications to a property. Grantee must ensure that the Project meets all readiness requirements prior to expending any direct project costs ("Direct Costs"). For the purposes of the Conditions for Beginning Work Section ([Exhibit A, Section 10A](#)), Direct Costs are defined as expenses directly tied to physical items necessary for implementation. Examples of Direct Costs may include, but are not limited to, the purchase of tangible construction and installation materials.
- b. Indirect costs ("Indirect Costs") that support project readiness are allowed during the first six months. For the purposes of the Conditions for Beginning Work Section ([Exhibit A, Section 10A](#)) of this agreement, Indirect Costs are not directly tied to grant-funded tasks related to the construction or modification of physical infrastructure. Examples of Indirect Costs may include, but are not limited to, programmatic activities such as research and community outreach, personnel costs for administrative, supervisory, legal, or executive staff, and expenses for support units such as clerical support and housekeeping.
- c. Readiness requirements include:
 - i. CEQA compliance documentation if applicable.
 - ii. A demonstration of site control. For Projects where the Grantee or one of its partners does not own the site, the Grantee must provide evidence of a legally binding commitment of the site owner(s) to transfer ownership or allow the Grantee and/or its partners to access the site as needed for the purposes of implementing the Project.
 - iii. Documentation of all permits required to implement the Project. A list of all permits required to implement the Project must be included in the Work Plan included with this Agreement in [Attachment 2](#).
 - iv. Documentation of any other pre- implementation requirements identified in the Work Plan ([Attachment 2](#)).
- d. Grantee must demonstrate readiness within the first 6 months of the Grant Term. Readiness will be assessed and approved independently for each project.
- e. LCI has sole discretion to determine when the Grantee has demonstrated readiness for the Project. The Grantee and its partners may only expend Direct Costs on the Project once Grantee receives written notice from LCI.
- f. LCI will provide written notice regarding the readiness status of each Project in a Readiness Memo. The Readiness Memo will be updated as the Grantee submits additional readiness documentation.

B. Failure to meet Readiness Requirements

- a. If Grantee fails to meet all required readiness requirements within the 6 months of the Grant Term will be, the project will be deemed infeasible

and ineligible for reimbursement, unless LCI gives written approval to extend the timeline to meet the readiness requirements.

- b. Grantee may petition LCI for approval to extend the deadline to meet readiness requirements by submitting a written petition to LCI no later than one month prior to the readiness deadline. The written petition shall include information detailing the actions the Grantee and its partners have taken up to this point to attempt to meet the readiness deadline, the reason(s) that it is not feasible for the Grantee and its partners to meet the readiness deadline, and how much additional time is needed for the Grantee to fulfill all remaining readiness requirements.
- c. If the Project is deemed infeasible and ineligible for reimbursement, Grantee may not allocate Project funds to any different project without written LCI approval.

C. CEQA Readiness Requirements

- a. Grantee is responsible for complying with all applicable laws and regulations for the Project, including the California Environmental Quality Act (CEQA) (PRC § 21000 et seq.) if applicable. Documentation of CEQA compliance must be provided to LCI to establish readiness prior to Project implementation.
- b. The following documentation is acceptable to demonstrate CEQA compliance:
 - i. Documentation for projects to which CEQA does not apply
 1. A signed letter or similar document from the head of the administrative approving entity (e.g., Planning Director) of the lead agency stating that CEQA does not apply to the Project and the basis for that determination.
 - ii. Documentation for projects that are categorically or statutorily exempt
 1. A CEQA Notice of Exemption (NOE) that has been approved by the appropriate body pursuant to their obligations under CEQA; or
 2. Other documentation confirming that the project is exempt from CEQA, including but not limited to:
 - a. A resolution adopted by the legislative body of the lead agency (e.g., City Council, Board of Supervisors) confirming a project's exemption. If a resolution or similar mechanism is not available or does not exist, meeting minutes documenting the legislative body's consideration and approval of the project's CEQA compliance may be submitted.
 - b. A signed letter or similar document from the head of an administrative approving entity (e.g., Planning Director) of the lead agency.
 - iii. Documentation for all other projects subject to CEQA
 1. A file-stamped Notice of Determination

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

Exhibit B: Budget Detail and Payment Provisions**1. Fiscal Administration and Payment**

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

2. How to Submit Invoices

- A. Grantee must email the Invoice (PDF) to AccountsPayable@OPR.CA.GOV and copy the Grant Manager and Senior Planner identified by LCI in [Exhibit A, Section 5](#) on the email as well. The email must include the Grant Agreement number and Grantee's name in the subject line. Grantee shall submit invoices at least quarterly but no more frequently than monthly to the Grant Manager unless specified otherwise. A request for payment shall consist of:
 - i. The Invoice on official letterhead and signed by the Authorized Signatory or authorized designee specified in this Agreement ([Exhibit A, Section 3](#)), certifying the expenditures are for actual expenses for the tasks performed under this Grant Agreement. While an example of the Invoice Template will be provided during training, a sample is included in [Attachment 5](#).
 - ii. Each cost category and task must correspond to a cost category and task identified in the Budget Detail Worksheet ([Attachment 4](#)).
 - iii. Supporting documentation for all itemized costs. Documentation may include but is not limited to: copies of purchase orders, receipts, subcontractor invoices, and timesheets. These items must contain sufficient information to establish that the specific service was rendered, or purchase was made.
 - a. Supporting documentation should be clearly labeled by task.
 - b. Records documenting time spent performing the work shall identify the individual, the date on which the work was performed, the specific grant-related activities or objectives to which the individual's time was devoted, the hourly rate, and the amount of time spent.

- B. Supporting documentation (e.g., timesheets, activity logs, cancelled checks) for matching funds does not need to be submitted to LCI but should be retained by Grantee in the event of an audit ([Exhibit C, Section 5](#)).
- C. At any time, LCI may request hard copies of invoices, reports, supporting documentation, and evidence of progress.

3. Invoice Dispute

In the event of an invoice dispute, see [Exhibit D, Section 5](#).

4. Budget Contingency Clause

- A. If the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no further force nor effect. In this event, LCI shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement, and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, LCI shall have the option to either cancel this Grant Agreement or offer an amendment to reflect the reduced amount. In the event that LCI cancels the Grant Agreement, LCI shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement, and Grantee shall not be obligated to perform any provisions of this Grant Agreement.

5. Payment Provisions

- A. All costs to be reimbursed must be consistent with the Guidelines and the Project ([Exhibit E](#)).
- B. Partners must invoice Grantee before Grantee submits an invoice to LCI. All payments will be issued to the Grantee, who will be responsible for disbursing payment to Partners. All invoices submitted by Partners to the Grantee must be contain sufficient information for Grantee to be able to invoice LCI in accordance with Exhibit B, Sections 1 and 2.
- C. All costs to be reimbursed must be reasonable, as defined below:
 - i. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining reasonableness of a given cost, consideration must be given to:
 - i. Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the entity or the proper and efficient performance of this Agreement.
 - ii. The restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; federal, state, local, tribal, and other laws and regulations; and terms and conditions of this Agreement.
 - iii. Market prices for comparable goods or services for the geographic area.

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

6. Travel Reimbursement

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

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

7. Work Plan and Budget Modifications

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

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

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

8. Amendments

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

Exhibit C, General Terms and Conditions

1. Approval

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

2. Amendment

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

3. Assignment

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

4. Records Retention

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

5. Audit and Accounting

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

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

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

6. Indemnification

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

7. Disputes

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

8. Independent Grantee

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

9. Non-Discrimination Clause

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

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

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

10. Timeliness

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

11. Governing Law

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

12. Unenforceable Provision

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

13. Revenue

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

Exhibit D, Special Terms and Conditions

1. Compliance with Laws and Regulations

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

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

2. Subcontractors and Partners

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

Nothing contained in this Grant Agreement or otherwise shall create any contractual relationship between LCI and any Partners or subcontractors, and no subcontract shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to LCI for the acts and omissions of Partners and subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay Partners and subcontractors is an independent obligation from LCI's obligation to make payments to Grantee. As a result, LCI shall have no obligation to pay or to enforce the payment of any moneys to any Partner or subcontractor.

3. No Third-Party Beneficiaries

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

4. Project Monitoring and Oversight

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

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

5. Dispute Resolution

A. Invoice Disputes

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

B. General Disputes

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

C. Contesting a Dispute Decision

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

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

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

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

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

6. Termination

- A. Completion of Project. This Grant Agreement shall terminate upon completion of the Project and payment of the last invoice, except those provisions which survive termination.
- B. Early Termination. Either Party may terminate this Grant Agreement upon thirty (30) days advance written notice by certified mail to the other Party. The notice shall specify the reason for early termination and may permit Grantee or LCI to rectify any deficiency(ies) prior to the early termination date.
 - i. Conditions of early termination:
 - a. Upon any termination, Grantee must deliver all invoices, reports, and other deliverables required by this Grant Agreement up to the time of termination. Grantee must deliver all materials within sixty (60) calendar days of the termination date.
 - b. Upon receipt of notice from LCI of Termination for Convenience, or upon sending the notice of early termination to LCI, Grantee shall immediately take action to ensure neither it nor any Partner or Subcontractor incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities.
 - c. LCI will examine the extent of Grantee compliance for work partially completed and reasonably determine costs eligible for reimbursement based on final invoices submitted and compliance with this Grant Agreement.
 - ii. The rights and remedies of LCI and Grantee provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

7. Waiver of Rights

- A. Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from LCI, its officers, agents, or employees for any liability arising from, growing out of, or in any way connected with this Grant Agreement.
- B. Grantee waives all claims and recourses against LCI, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Grant Agreement, except claims arising from the gross negligence of LCI, its officers, agents, and employees.
- C. None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing.

8. Insurance Requirements

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

9. Stop Work

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

10. Remedies of Nonperformance

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

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

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

11. Publicity

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

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

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

at risk of harm from extreme heat.

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

Long version:

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

Short version:

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

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

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

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

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

12. Drug-Free Workplace Certification

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

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

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

13. Americans with Disabilities Act

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

14. Air/Water Pollution Violation Certification

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

15. Payee Data Record Form - STD 204

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

16. Equipment

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

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

17. Infrastructure

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

18. Debt Security

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

19. Force Majeure

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

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

20. Expatriate Corporations

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

21. Corporation Qualified to do Business in California

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

22. Self-Dealing and Arm's Length Transactions

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

23. Relocation

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

24. Child Support Compliance Act

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

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

25. Environmental Justice

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

26. Union Organizing

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

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

27. Prevailing Wages and Labor Compliance

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

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

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

Governor's Office of Land Use and Climate Innovation– Extreme Heat and Community Resilience Program – Round 1
Grant Number: SPPD24159, Sacramento City Unified School District (SCUSD)

Exhibit E, [EHCRP Guidelines](#)

Exhibit F, Award Letter



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

December 5, 2024
Chamberlain Segrest
chamberlain-segrest@scusd.edu

RE: Award Notification – Extreme Heat and Community Resilience Program Round 1, Large Planning Grant Award, Chamberlain, Sacramento City Unified School District Community Solar and Resiliency Project

Dear Chamberlain Segrest and partners,

The Governor's Office of Land Use and Climate Innovation is pleased to inform you that Chamberlain has been selected as a Round 1 Grantee for the Extreme Heat and Community Resilience Program award of \$750,000.00 for the project Sacramento City Unified School District Community Solar and Resiliency Project. The Extreme Heat and Community Resilience Program funds planning and implementation projects to mitigate the impacts of extreme heat. The Program will build frameworks for change and invest in local, regional, and tribal projects that strengthen communities that are vulnerable to extreme heat. Congratulations on your successful application!

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

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

We look forward to our partnership in the coming years. If you have any questions, please contact Braden Kay, EHCRC Program Manager, at braden.kay@opr.ca.gov; and Kelly Meza Prado, EHCRC Senior Adaptation and Resilience Planner, at kelly.mezaprado@opr.ca.gov.

Sincerely,

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

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

Exhibit G, Grant Application

CA Gov. OPR - Extreme Heat and Community Resilience Program Powered by Submittable 

Title	Sacramento City Unified School District Community Solar and Resiliency Project	05/03/2024
	by Joanna Wagner in EHCRP - Full Application Form (2024/25)	id. 46425102
	joanna@buildmomentum.io	

Original Submission 05/03/2024

Score	n/a
Application Label	Sacramento City Unified School District Community Solar and Resiliency Project

Would you like to add anyone (e.g., Co-Applicants) to this form to (1) help you respond to these questions, (2) be able to view and access your response later, and (3) have EHCRP staff cc in future communications with you?

	Project Overview
What is the project name?	Sacramento City Unified School District Community Solar and Resiliency Project
What type of grant are you applying for?	Large Planning Grant
	Lead and Partners Summary Lead Applicant
Name of entity acting as Lead Applicant	Sacramento City Unified School District
Lead Applicant's entity type	Academic Institution
	If awarded, academic institutions should provide a letter or other document approved by the governing body or leadership of the institution committing to the execution of the project proposed in the application.

Attachment 1: Authorized Signatory Form

I hereby verify that I am an authorized Grantee representative and signatory and, as such, can sign and/or delegate authorization to sign and bind Grantee as it relates to the above-referenced Grant Agreement and grant related documents.

Grantee Authorized Signatory:

Name: Janea Marking **Title:** Central Business Officer
(Type or Print Name)

Signature: _____ **Date:** _____

Delegated Authorized Signatories:

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

Signature: _____ **Date:** _____

Document(s) Authorized to sign:

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

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

Signature: _____ **Date:** _____

Document(s) Authorized to sign:

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

Governor's Office of Land Use and Climate Innovation– Extreme Heat and Community Resilience Program – Round 1
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- ☐ Reports
- ☐ Invoices
- ☐ Other _____

Governor's Office of Land Use and Climate Innovation– Extreme Heat and Community Resilience Program – Round 1
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Attachment 2: Work Plan

Project Name:

Work Plan	
Instructions: 1. Fill out the rows and columns with the requested information. 2. All required activities must be addressed in this workplan. The workplan is a set of capacity building strategies that align with program objectives and collectively work to achieve the project vision. 3. For the eligible activities listed in the Guidelines, applicants must develop at least one strategy that includes a description of tasks and subtasks, timeline for completion of key tasks and deliverables, and members involved in implementing each task and subtask. 4. The workplan should provide a sufficient description of tasks to provide reviewers with an understanding of how specific tasks advance project objectives and goals. 5. Applicants are not limited to 5 strategies as exemplified in this workplan - include more strategies as needed. 6. To view an example go to tab #5 "Example Work Plan"	
Proposal Name:	Community Solar and Resiliency Project
Lead Applicant:	Sacramento City Unified School District
Project Description: (500 character limit)	The Community Solar and Resiliency Project (CSR) is a multifaceted initiative aimed at understanding and addressing extreme heat impacts through collaborative, community-centered planning to support the deployment of innovative clean energy solutions and community resilience strategies. CSR will: • Engage the community to understand its needs and incorporate community members into the planning process. • Develop implementation plans based on community engagement to create educational programs for members of the community to mitigate and reduce the effects associated with extreme heat. • Provide workforce development related to clean energy jobs. • Identify measures to mitigate the effects of extreme heat in the communities served by SCUSD. • Evaluate identified measures for efficacy and cost-effectiveness. • Evaluate and quantify the needs, costs, and benefits of creating a community resilience center at Hiram Johnson High School (HJHS). • Evaluate and quantify the needs, costs, and benefits of implementing resiliency measures at SCUSD's Central Kitchen (kitchen) and potentially the electric bus fleet depot (depot). • Design and engineer a 100% renewable microgrid at HJHS to serve as a community energy hub providing reliable, climate-controlled refuge during heat events during non-school hours and activities. • Design energy resilience measures at the kitchen to ensure continuity of nutrition services during power outages. CSR will deliver its benefits by leveraging deep, highly functional partnerships to deliver direct community-focused benefits while contributing safer, more healthful, and more robust district services.
Character Count	242

Governor's Office of Land Use and Climate Innovation– Extreme Heat and Community Resilience Program – Round 1
Grant Number: SPPD24159, Sacramento City Unified School District (SCUSD)

Task 1: Grant Management (SCUSD)						
Subtask	Description <i>Include detail of activities or deliverables</i>	Deliverables / Milestones <i>Major outcomes and/or metrics used to demonstrate success</i>	Timeline <i>Indicate month of project that activity will take place</i>	Task Lead <i>Which project partner is responsible for this task?</i>	Partners Involved <i>If the partners are not identified include future plans to engage</i>	EHCPR Eligible Activities Addressed
Subtask 1.1 - Overall Project Management	Grant Manager will ensure that the CSR Project is meeting its timeline, budget, and scope. Grant Manager will develop a communication plan in the first month of the Period of Performance. This includes but is not limited to regular meetings with project partners to track, receive, and comment on all Deliverables and Milestones.	Communication Plan One monthly meeting lasting one hour for each Project Partner. Meeting notes emailed to attendees after each meeting.	Month 1-24	SCUSD	SMUD, UL, GRID	Program Administration
Subtask 1.2 - Kick-Off Meeting	Plan and attend a "Kick-off" meeting between LCI Extreme Heat and Community Resilience Program and representatives from all the Project Partners. The administrative and technical aspects of the Project will be discussed at the meeting. Prior to the meeting, an agenda will be provided to all potential meeting participants, as well as meeting notes following the meeting. Following the meeting, within the first month of the project, subcontracts between SCUSD and all the project partners will be drafted and signed. The meeting may take place by electronic conferencing.	Agenda prior to kick off meeting. Completion of Meeting Completion of Meeting Notes Completion of Subcontracts between Prime Applicant and Subcontractors	Month 1	SCUSD	SMUD, UL, GRID	Program Administration
Subtask 1.3 - Quarterly Project Updates	Prepare brief (approximately 1/2 page) updates summarizing project progress and deliver them to LCI.	Nine written, emailed updates	Ongoing, every quarter of performance period	SCUSD	SMUD, UL, GRID	Program Administration
Subtask 1.4 - Mid-term Progress Report	Prepare and submit a report tracking and detailing the work completed during the first half of the grant term.	One written, emailed report	Month 12 - 13	SCUSD	SMUD, UL, GRID	Program Administration
Subtask 1.5 - Final Progress Report	Prepare and submit a report on the overall status of the grant and track the work completed during the entire grant term. This Report will compile Final Reports from all subtasks and their leads.	One written, emailed report	Month 24	SCUSD	SMUD, UL, GRID	Program Administration
Subtask 1.6 - Case Study	Create document capturing lessons learned and effective practices through this project.	One Case Study Report and a Case Study Presentation.	Month 24	SCUSD	SMUD, UL, GRID	Program Administration
Subtask 1.7 - Final Meeting	Project Partners will meet with LCI staff to present project findings, conclusions, recommendations, and outcomes. This meeting will be attended by the SMUD and LCI staff, at a minimum, and ideally by the entire project team. SMUD will provide an agenda and final follow up notes for the meeting. The meeting will be hosted using electronic conferencing.	Agenda prior to kick off meeting. Completion of meeting Completion of Meeting Notes	Month 24	SCUSD	SMUD, UL, GRID	Program Administration

Governor's Office of Land Use and Climate Innovation– Extreme Heat and Community Resilience Program – Round 1
Grant Number: SPPD24159, Sacramento City Unified School District (SCUSD)

Task 2: Community Outreach and Engagement (United Latinos)						
Subtask	Description <i>Include detail of activities or deliverables</i>	Deliverables / Milestones <i>Major outcomes and/or metrics used to demonstrate success</i>	Timeline <i>Indicate month of project the activity will take place</i>	Task Lead <i>Which project partner is responsible for this task?</i>	Partners Involved <i>If the partners are not identified include future plans to engage</i>	EHCRC Eligible Activities Addressed
Subtask 2.1 - Community Advisory Board	United Latinos will establish a diverse and inclusive Community Advisory Committee-consisting of local stakeholders and community members responsible for providing insights and feedback on project initiatives while ensuring that the community's needs and perspectives are effectively represented. Members will be recruited based on their expertise, community involvement, and commitment to the project's goals. United Latinos will organize initial meetings, set a regular schedule for future engagements, and define the roles and responsibilities of all committee members.	List of Community Advisory Committee Members. Meeting schedule for up to four meetings, meeting agendas, and meeting summaries.	Months 3, 8, 15, 20	UL	SMUD, SCUSD	Large Planning Grant
Subtask 2.2 - Community Engagement Plan, Creation	United Latinos will create a comprehensive Community Engagement Plan to effectively involve community stakeholders in the development and execution of project work. The plan will identify key community groups and stakeholders, determine the best methods for engagement, and set clear objectives for community involvement. This will include scheduling and organizing meetings, workshops, and other events to facilitate communication and feedback. The plan will also outline strategies supplementing the Community Advisory Committee for ongoing communication to keep the community informed and involved throughout the project's lifecycle. The plan will include mechanisms for evaluating the effectiveness of the engagement strategies and making adjustments as necessary. The Plan will incorporate critical Community Engagement questions that were identified by AECOM through their initial Needs Assessments.	One draft Community Engagement Plan	Months 1-4	UL	SMUD, Subcontractor: AECOM	Large Planning Grant
Subtask 2.3 - Community Engagement Plan, Implementation	United Latinos will execute the final Community Engagement Plan.	Six (6) high quality photographs of the Community Advisory Committee Meetings and virtual copies of all flyers and posters that were created.	Months 4-18	UL	SMUD	Large Planning Grant
Subtask 2.4 - Community Engagement Final Report	United Latinos will prepare and submit a report on all of the work and findings relating to community engagement of the grant.	One final Community Engagement Plan One Community Engagement Final Report	Month 20	UL	SMUD	Large Planning Grant

Governor's Office of Land Use and Climate Innovation– Extreme Heat and Community Resilience Program – Round 1
Grant Number: SPPD24159, Sacramento City Unified School District (SCUSD)

Task 3: Workforce Development (Grid)						
Subtask	Description <i>Include detail of activities or deliverables</i>	Deliverables / Milestones <i>Major outcomes and/or metrics used to demonstrate success</i>	Timeline <i>Indicate month of project that activity will take place</i>	Task Lead <i>Which project partner is responsible for this task?</i>	Partners Involved <i>If the partners are not identified include future plans to engage</i>	EHCPR Eligible Activities Addressed
Subtask 3.1 - Needs Assessment through HJHS engagement	GRID will inform and support United Latinos' community engagement efforts to identify the specific skills and knowledge gaps within the target workforce (the community surrounding Hiram Johnson High School). GRID will gain insight into the needs of HJHS and the District by engaging 3-5 SCUSD administrators and staff.	1 page results memo of the needs of the HJHS teachers, community, and district staff.	Months 1-5	GRID	SCUSD, SMUD	Large Planning Grant
Subtask 3.2 - Needs Assessment through Research	GRID will conduct a literature review to identify the specific skills and knowledge gaps within the target workforce and its relations to the target community of this project (the community surrounding Hiram Johnson High School). GRID will evaluate current "Green Jobs" workforce needs and capabilities of the Hiram Johnson High School students and community versus the skills needed for future sector-related projects or roles in Sacramento. GRID will work with and through the District's Career Technical Education Department to assess the needs and capabilities of Hiram Johnson School students.	2 page summary of the literature review and a Work Force Development Plan Outline.	Months 1-5	GRID	N/A	Large Planning Grant
Subtask 3.3 - Workforce Development Plan, Draft Creation	GRID will engage SCUSD administrators, and SMUD project team for feedback on the draft Workforce Development Plan Outline to ensure that it speaks to the identified needs and that future employees are equipped with necessary skills and knowledge to adapt to an evolving labor landscape.	One draft Workforce Development Plan	Months 5-6	GRID	SMUD, Subcontractor: AECOM	Large Planning Grant
Subtask 3.4 - Workforce Development Plan, Final Creation	The final plan will aim to prepare participants for the green economy. Strategies for training, recruitment, and professional development will be formulated to address these needs effectively. The plan will also outline timelines, budget specifics, and responsibilities for implementation. The plan may include but is not limited to School Career Day events, Green Economy Career Development workshops, resume building activities, interview skills workshops, and more to prepare young adults for successful careers. Some specific activities to prepare community members and others for highly skilled "Green Jobs" may include knowledge building of electrical engineering, microgrids, circuitry, and line worker training. Additionally, it will include evaluation metrics used to monitor progress and the effectiveness of the development initiatives. GRID will work with and through the District's Career Technical Education Department in relation to any events geared toward students.	One final Workforce Development Plan	Months 7-8	GRID	N/A	Large Planning Grant
Subtask 3.5 - Workforce Development Plan, Implementation	GRID will implement the final Workforce Development Plan.	Six (6) high quality photographs workforce development scoping meetings with community members and staff.	Months 9-20	GRID	SCUSD, SMUD	Large Planning Grant
Subtask 3.6 - Workforce Development Plan, Evaluation	GRID will evaluate the challenges and successes in implementing the Workforce Development Plan.	One Lessons learned report on the implementation and evaluation of the Workforce Development Plan	Month 21	GRID	N/A	Large Planning Grant
Subtask 3.7 - Workforce Development Final Report	GRID will prepare and submit a report on all of the work and findings relating to workforce development under the grant.	Workforce Development Final Report	Month 22	GRID	SCUSD, SMUD	Large Planning Grant
Task 4: Extreme Heat Assessments and Research (SMUD)						
Subtask	Description <i>Include detail of activities or deliverables</i>	Deliverables / Milestones <i>Major outcomes and/or metrics used to demonstrate success</i>	Timeline <i>Indicate month of project that activity will take place</i>	Task Lead <i>Which project partner is responsible for this task?</i>	Partners Involved <i>If the partners are not identified include future plans to engage</i>	EHCPR Eligible Activities Addressed
Subtask 4.1 - Kickoff and Outreach Coordination	<u>Task Kickoff</u> A one hour virtual task kick off between SMUD and AECOM to confirm scope, timeline, expectations, and research objectives. Following this meeting AECOM will create a detailed timeline with milestones and dates for draft and final deliverables. <u>Community Engagement Questions</u> AECOM will work with project partners to identify potential touchpoints with the CSR's community engagement task. The touchpoints will help inform project understanding into community vulnerabilities, needs, and preferences around heat-mitigation solutions, and will help guide strategy development. After the meeting, AECOM will draft four community engagement questions that can be incorporated by UL and GRID in community engagement and outreach activities.	One (1) virtual one-hour kick-off meeting, agenda, notes, and schedule (Draft and Final; Word and Excel) Four (4) community engagement questions (Draft and Final; Word and PDF)	Months 1-2	SMUD	Subcontractor: AECOM	Large Planning Grant

Governor's Office of Land Use and Climate Innovation– Extreme Heat and Community Resilience Program – Round 1
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	<u>Confirm Data Sources</u> AECOM will review ongoing and existing research on extreme heat projections for the Sacramento region. We will leverage AECOM's ongoing climate vulnerability assessment for SMUD, as well as other completed work in the project area to efficiently evaluate future warming trends in the SCUSD area. These include the California Heat Assessment Tool (CHAT), the Capital Region Urban Heat Island Mitigation Project, and the City of Sacramento's Urban Heat Island assessment, among others. Notably, AECOM's current work for SMUD will help to identify heat vulnerabilities for electrical infrastructure under future warming conditions. Future heat trends will be assessed for a mid-century timeframe (e.g., 2030-2060) under a business-as-usual global warming scenario, which reflects best practices in adaptation planning. To identify vulnerable communities, we will coordinate with the project partners to identify their preferred methodology in alignment with the larger project. Potential methodologies include CHAT, CalEnviroScreen 4.0, Healthy Places Index, Senate Bill 535, and the California Climate Investments Priority Populations. <u>Conduct Research</u> AECOM will conduct research on how extreme heat can affect schools, infrastructure, education, youth, and communities. In combination with the confirmed data sources, this research will help identify the neighborhoods and communities in Sacramento that are likely to face more impactful vulnerabilities from extreme heat. The research will describe potential impacts from heat and highlight their key vulnerabilities. The results will be summarized in a memo.					
Subtask 4.2 - Heat Vulnerability Research		Extreme heat projections and impacts memo (Draft and Final; Word and PDF)	Months 1-4	SMUD	Subcontractor: AECOM	Large Planning Grant
Subtask 4.3 - Evaluate Strategies	AECOM will develop an initial list of 12 strategies for the client team to review and select eight (8) strategies for additional research and development. Each of the eight selected strategies will be developed at a high-level, rather than tailored to an individual location or site. AECOM will research the likely effectiveness and describe co-benefits of each strategy, with a focus on how each relates to disadvantaged communities. Due to the complex and interactive nature of heat-mitigation strategies, effectiveness will be evaluated qualitatively and presented as order of magnitudes. Additionally, AECOM will describe each strategy's key implementation considerations, including potential timeframes, implementation steps, and the use cases or types of locations for which the strategy is best suited. To understand cost-effectiveness, AECOM will analyze rough order of magnitude (ROM) costs to implement up to three (3) strategies selected based on data availability and discussions with the project partners. For the remaining five (5) strategies, costs will be evaluated qualitatively. A technical memo will describe the methodology for cost-estimations.	Initial heat mitigation strategy matrix for twelve (12) strategies (Draft and Final; Excel) One virtual 1-hour meeting to review and discuss strategy selection, including agenda and notes (Draft and Final; Word) List of eight (8) selected strategies with ROM cost estimates to implement up to three (3) strategies, qualitative cost assessments for five (5) strategies, and a technical memo to describe methodology (Draft and Final; Excel, Word, and PDF)	Months 4-7	SMUD	Subcontractor: AECOM	Large Planning Grant

Governor's Office of Land Use and Climate Innovation– Extreme Heat and Community Resilience Program – Round 1
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Subtask 4.4 - Final Report	AECOM will combine the outcomes of the prior subtasks into a final report that summarizes research findings from this project. The report will describe future trends in extreme heat for the SCUSD area, potential heat impacts on SCUSD facilities and infrastructure, such as SCUSD's electric bus fleet depot (depot) and district central kitchen (kitchen), and the surrounding communities. Additionally, the final report will also describe strategies that are likely to be highly effective to reduce extreme heat exposure and protect communities and facilities from extreme heat. AECOM will give one public presentation at a select SCUSD public Board of Education meeting in partnership with Recipients to share results and highlight top recommendations.	Final report (Draft and Final; Word and PDF) One presentation from AECOM to the SCUSD Board	Month 7-8	SMUD	Subcontractor: AECOM	Large Planning Grant
Task 5: Energy Resilience Design and Engineering (SMUD)						
Subtask	Description <i>Include detail of activities or deliverables</i>	Deliverables / Milestones <i>Major outcomes and/or metrics used to demonstrate success</i>	Timeline <i>Indicate month of project that activity will take place</i>	Task Lead <i>Which project partner is responsible for this task?</i>	Partners Involved <i>If the partners are not identified include future plans to engage</i>	EHCRP Eligible Activities Addressed
Subtask 5.1 - Project Management, Planning, and Scoping	Included in this Subtask is SMUD PM labor to manage progress and deliverables need to complete Task 5. The SMUD Project Manager will develop a Project Management Plan and budgets, as well as the ongoing modifications of these documents as the project progresses. Also included is project scoping ranging from early stage planning and development, through the life cycle of the Task and ensuring the development of final Design and Engineering plans/drawings and completion of all deliverables of this Task.	Project Management Plan and Monthly Meetings Development of Budgets	Months 1-2	SMUD	SCUSD	Large Planning Grant
Subtask 5.2 - Concept Development	SMUD's Distribution Planning, System Operators, Research and Development, and other groups will assess the infrastructure needs at HJHS, Central Kitchen, and potentially the Bus Depot to function as a coordinated Microgrid Resiliency Center. SMUD will use reports provided by AECOM from Task 4 and utilize data provided by previous tasks to inform needs and constraints of the community. Potential decision points include the configuration of the microgrid elements, such as solar array, battery storage system, and interconnection between the three sites.	(1) Outline for Concept Development and Feasibility Assessment	Months 1-10	SMUD	SCUSD, UL, GRID, Subcontractor: AECOM	Large Planning Grant
Subtask 5.3 - Preliminary Design and Engineering	Project Team will develop initial engineering designs and specifications for the microgrid elements, such as solar array, battery storage system, and interconnection equipment. SMUD distribution planners and designers will create draft single line diagrams to be included in a roughly 50% complete draft.	(1) 50% Complete Draft Design and Engineering Report	Months 10-12	SMUD	SCUSD	Large Planning Grant
Subtask 5.4 - Modeling and Theoretical Performance Testing	Project team will analyze the behavior of the proposed energy system under different scenarios, including extreme heat events. This will include developing models to predict system responses to disruptions, performance periods using tiered loads, assessing potential improvements, and optimizing designs for greater resilience. The results will guide final engineering decisions to ensure robust and reliable energy infrastructure.	(1) 75% Complete Report on Designs Proposed and Anticipated Performance	Months 10-12	SMUD	SCUSD	Large Planning Grant
Subtask 5.5 - Final Design and Engineering	Project Team will refine all design and engineering products and the configuration of the Microgrid Resiliency Center. This will include a final report and the potential single line diagrams of solar arrays, battery storage system, and interconnection equipment.	(1) Final Design and Engineering Report	Months 12-18	SMUD	SCUSD	Large Planning Grant

Governor's Office of Land Use and Climate Innovation– Extreme Heat and Community Resilience Program – Round 1
Grant Number: SPPD24159, Sacramento City Unified School District (SCUSD)

Attachment 3, Budget Detail Worksheet

Project Name:

Budget										
1. Applicants should fill in the cells labeled "N/A" only. Do not edit any shaded cells, headers, or cells with formulas included, specifically the entire Indirect Cap Check, "Total EHCRP Grant Funds", and "Check" columns. 2. Populate each Task from the workplan into the "Task" columns 3. Total EHCRP Grant Funds will calculate based on the "Cost per Unit" and "Number of Units". Use the "Task" columns to allocate each budget line item. The sum of the Task columns should equal the "Total EHCRP Grant Funds". 4. To add a Task Column, right click on "Task[X]", and "Insert Table Columns to the Left." This will ensure that the formulas properly extend across all tasks. 5. Cost per Unit and Number of Units may correspond to supplies, staff hours and rates, or estimated subcontracts (where the "unit" may equal "1") 6. The cells in column L will highlight red if the sum of the Tasks is different than the "Cost per Unit" x "Number of Units" 7. Cost Descriptions for personnel should clearly identify organizations and positions. For example: "City of [Example] – Outreach Specialist" 8. To view an example go to tab #6 "Example - Budget". For an explanation of "Cost Type" go to tab #7 "Reference".										
Proposal Name:	Community Solar and Resiliency Pro									
Lead Applicant:	SCUSD									
Table	Direct Costs		Indirect Costs							
Cap/Threshold	80-100%		0-20%							
Calculated	100.0%		0.0%							
Total	\$ 750,000.00		\$ -							
Cost Description ☐	Cost Type ☐	Cost per unit (Examples: Hourly rates, fees, etc.) ☐	Number of Units (Example: Hours work fee cost, etc.) ☐	Total EHCRP Funds ☐	Task 1: Grant and Project Administration ☐	Task 2: Community Outreach and Engagement ☐	Task 3: Workforce Development ☐	Task 4: Extreme Heat Assessments and Research ☐	Task 5: Energy Resilience Design and Engineering ☐	Total EHCRP Funds [Cross Check] ☐
SCUSD Grant Management Costs (Unit: Hours)	Grantee Staff Costs	\$ 100.00	646	\$ 64,613.00	\$ 64,613.00	\$ -	\$ -	\$ -	\$ -	\$ 64,613.00
United Latinos Subcontractor Staff Costs	Subcontractor Staff Costs	\$ 115.00	1,000	\$ 115,000.00	\$ -	\$ 115,000.00	\$ -	\$ -	\$ -	\$ 115,000.00
GRID Alternatives Subcontractor Staff Costs	Subcontractor Staff Costs	\$ 150.00	1,000	\$ 150,000.00	\$ -	\$ -	\$ 150,000.00	\$ -	\$ -	\$ 150,000.00
Sacramento Municipal Utility District Subcontractor Staff Costs	Subcontractor Staff Costs	\$ 200.00	2,102	\$ 420,387.00	\$ -	\$ -	\$ -	\$ 99,905.00	\$ 320,482.00	\$ 420,387.00
Totals				\$ 750,000.00	\$ 64,613.00	\$ 115,000.00	\$ 150,000.00	\$ 99,905.00	\$ 320,482.00	\$ 750,000.00

Attachment 4, Invoice

Grant Admin Manager Approval

CA Governor’s Office of Planning and Research
1400 Tenth Street
Sacramento, CA 95814



ICARP GRANTEE INVOICE COVER SHEET

Invoice # _____

Contractor Name _____

Agreement Number _____

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

Invoice Period (Month, Date, Year) _____

City, State, and Zip Code _____

A. STAFF COSTS SUBTOTAL	\$
B. EXPENSES COSTS SUBTOTAL	\$
C. TOTAL	\$
D. 5% RETENTION	\$
E. TOTAL REQUESTED	\$

By my signature below, I certify that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this invoice for reimbursement, and any accompanying supporting documents, are true and correct to the best of my knowledge, an all disbursements have been made for the purposes and conditions as outlined in the Grant Agreement.

Authorized Signature _____

Date _____

Printed Name of Authorized Signature _____

Title _____

1400 Tenth Street Sacramento, CA 95814						ICARP Grants Rev 4/24
ICARP GRANTEE INVOICE						
Grantee Name And Address:				Agreement Number:		Invoice #:
				Invoice Period:		Terms: NET 45
COST DESCRIPTION	COST TYPE	TASK, SUB-TASK, DESCRIPTION	BUDGETED TASK AMOUNT	AMOUNT CLAIMED	TOTAL	BALANCE REMAINING
STAFF COSTS						
					\$0.00	\$ -
					\$0.00	\$ -
Grantee/Subcontractor/Co-Applicant/Partner Staff Subtotals:			\$0.00	\$0.00	\$0.00	\$ -
EXPENSES COSTS						
					\$0.00	\$ -
					\$0.00	\$ -
Project Expenses Subtotals:			\$0.00	\$0.00	\$0.00	\$ -
TOTALS						
TOTAL						\$ -
5% RETENTION						\$ -
TOTAL REQUESTED						\$ -

Cost Description	Task & Subtask	Description of Sub-Task Services Performed
		<i>Please refer to specific deliverables in the Budget and Work Plan.</i>

Attachment 5, Invoice Dispute Notification

INVOICE DISPUTE NOTIFICATION

GRANTEE ADDRESS		INVOICE DATE
		INVOICE NUMBER
		INVOICE AMOUNT
		\$
		DATE INVOICE RECEIVED
		GRANT AGREEMENT NUMBER

The invoice referenced above is disputed for the following reasons:

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

Comments:

THIS NOTIFICATION IS A FOLLOW UP TO A PHONE CONVERSATION WITH THE GRANTEE OR DESIGNEE WHOSE NAME APPEARS BELOW.

NAME	DATE OF CONVERSATION
IF YOU HAVE ANY QUESTIONS REGARDING THIS DISPUTE, CONTACT:	
NAME	TELEPHONE NUMBER (include Area Code)

Governor's Office of Land Use and Climate Innovation– Extreme Heat and Community Resilience Program – Round 1
Grant Number: SPPD24159, Sacramento City Unified School District (SCUSD)

RETURN A COPY OF THIS NOTIFICATION WITH THE
CORRECTED INVOICE TO:

STATE OF CALIFORNIA USE ONLY	
DATE DISPUTE RESOLVED	INITIALS
RESOLUTION	

Memorandum of Understanding
Between
Sacramento City Unified School District
And
United Latinos
For
Community Solar and Resiliency Project

This Memorandum of Understanding (MOU) is between Sacramento City Unified School District ("SCUSD" or "District") and United Latinos ("UL"), collectively referred to as "Parties," and individually as "Party," with respect to the following recitals:

RECITALS

WHEREAS, the District, in collaboration with SMUD, United Latinos, and GRID Alternatives, was awarded the Extreme Heat and Community Resilience Program Grant ("EHCRP" or "Grant") from the State of California ("State") Governor's Office of Land Use and Climate Innovation ("Contracting Agency") for the Community Solar and Resiliency Project ("Project");

WHEREAS, SCUSD has entered into an Agreement Number SPPD24159 dated May 30th, 2025 ("Prime Agreement"), **attached hereto as Exhibit B**, with the Contracting Agency for this Project;

WHEREAS, In the event of a conflict between the terms and conditions of this MOU and those of the Prime Agreement, the terms and conditions of the Prime Agreement shall prevail;

WHEREAS, an organizational chart and a table containing the roles and responsibilities of each of the Partners is **attached hereto as Exhibit A**;

WHEREAS, the District is the Grantee and is responsible for the Grant taking place within the project area specified, in accordance with all terms and conditions of the Prime Agreement; and

WHEREAS, United Latinos shall provide Services described in the Work Plan found in **Exhibit B, "Exhibit G, Attachment 2"**

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. Roles and Responsibilities

- A. District, as the "Lead Applicant," commits to all duties and responsibilities corresponding to the Lead Applicant role under the Project for the term of the EHCRP Grant. SCUSD is fully committed to the activities and deliverables of the EHCRP Grant Agreement and the stipulations of this MOU. The District agrees to take all actions necessary to effectuate the requirements of the EHCRP Grant in accordance with the State of California requirements. As Lead Applicant, SCUSD responsibilities include, but are not limited to:
 1. Coordinate and set direction for all components of the EHCRP Grant Agreement

and process the approval of its parts, as may be necessary or appropriate. This will include direction setting and coordination with:

- a. SMUD to design and engineer a microgrid and the Properties as well as conduct an Extreme Heat Assessment,
 - b. United Latinos to develop a Community Engagement Plan (CEP) and implementation of the CEP, and
 - c. GRID Alternatives to develop a Workforce Development Plan (WDP) and implementation of the WDP.
2. Oversee and coordinate the EHCRP Grant Agreement which shall include an initial Project kickoff meeting of all parties to discuss their roles and coordination ;
 3. Prepare and disburse the EHCRP Grant funds to Partners, either as reimbursement or advanced funds for eligible administration and services upon submission of full and complete disbursement requests or supporting documentation for advanced funds, subject to State review and approval;
 4. Submit all invoices and associated quarterly reports, mid-term progress reports, final report, case study, and other reporting as required by the EHCRP Program staff;
 5. Participate in regular check-in meetings with EHCR Program staff;
 6. Provide the SCUSD staff support during the entirety of the Grant Term; and
 7. Achieve and monitor goals and associated indicators as defined within the EHCRP Grant Agreement, particularly the Workplan.
- II. United Latinos, as a Contributor, is responsible for implementing specific tasks stipulated within the project's workplan, and must have the staff capacity, expertise, and organizational/project management abilities to deliver on their commitments within the overall workplan. As a Contributor, UL responsibilities include, but are not limited to:
1. Create and manage a Community Engagement Advisory Board, based on input and feedback from other Partners.
 2. Develop a Community Engagement Plan (CEP).
 3. Implement the CEP.
 4. Produce a Final CEP Report, with regular feedback incorporated from other Partners.
- III. Compensation. For the proper performance of the services, SCUSD shall pay UL in accordance with Services described in the Work Plan, and subject to receiving funds from the Grant, which shall not exceed \$115,000.00, including all labor and direct costs, as described in the Budget found in **Exhibit B, "Exhibit G, Attachment 3"**. Notwithstanding the foregoing, all invoices must be reasonably satisfactory to the Contracting Agency for processing. In the event of any reductions in the Scope of Services, UL compensation shall be reduced accordingly. In the event that SCUSD takes over and completes the Services because UL has breached its obligations under this MOU, UL's compensation shall be reduced by the greater of (a) SCUSD's cost to complete the Services, or (b) the amount of unpaid compensation remaining under this MOU.

UL shall submit monthly progress reports to reflect the status of the planning effort and related services, including related expenses. UL's monthly progress reports and invoices will include Agreement Number (SPPD24159); and Project Name (SCUSD Community Solar and Resiliency Project; and SCUSD's project manager (Chamberlain Segrest) and be sent with a copy to chamberlain-segrest@scusd.edu. Additional invoice requirements may be determined according to the Prime Agreement.

SCUSD shall invoice monthly or in accordance with the Prime Agreement requirements if invoicing schedule is task or deliverables-based on account of UL's Services and shall pay UL within forty-five (45) days of the time SCUSD receives payment from the Contracting Agency.

SCUSD shall take all steps which, in its judgment, are reasonable and appropriate to collect fees due from the Contracting Agency pursuant to the Prime Agreement and shall, upon receipt of such, pay UL that portion of those fees attributable to UL's Services. It is a condition precedent to SCUSD's payment obligation to UL that SCUSD has received corresponding payment from the Contracting Agency. Payments to UL will be reduced by any amounts withheld by the Contracting Agency. Upon the release to SCUSD of any amount which includes payments due to UL, SCUSD will forward to UL its portion of such payment.

UL hereby agrees to indemnify SCUSD against any payments made by SCUSD to UL which are subsequently disallowed by the Contracting Agency and agrees to promptly, within forty-five (45) or such earlier time as required by the Contracting Agency, reimburse SCUSD for any such amounts which SCUSD may be required to pay the Contracting Agency on behalf of UL.

- IV. Term and Termination. The term of this MOU shall be from **May 30, 2025**, and continue in effect to **September 30, 2027** ("Term"). This MOU will terminate automatically upon termination of the Prime Agreement. SCUSD will promptly notify UL of such termination.

This MOU may be terminated by either Party upon written notice in the event of substantial failure by the other Party to perform in accordance with the terms of this MOU; provided, however, the nonperforming party shall have five (5) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other Party.

In the event of such termination, UL will be paid for the Services performed in accordance with this MOU up to the date of termination, to the extent SCUSD has received the same from the Contracting Agency. Upon receipt of notice of termination, UL and its subcontractors will provide to SCUSD all documents or other instruments of service prepared by UL in the performance of the Services hereunder.

SCUSD may terminate or suspend performance of this MOU for SCUSD's convenience upon written notice to UL. Upon receipt of notice, UL shall terminate or suspend performance of the Services on a schedule acceptable to SCUSD and may submit a statement for the Services performed in accordance with this MOU.

- V. Independent Status. This MOU is by and between independent agents and does not create the relationship of agent, employee, partnership, joint venture and/or association between the independent agents.
- VI. Nondisclosure of Proprietary Information. UL shall treat as proprietary all information provided by SCUSD and the Contracting Agency and all drawings, reports, studies, design

calculations, specifications, and other documents or information, in any form or media, resulting from UL's performance of the Services. UL shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of SCUSD.

The preceding restriction shall not apply to information, which is in the public domain, was previously known to UL, was acquired by UL from others who have no confidential relationship to SCUSD with respect to same, or which, through no fault of UL, comes into the public domain. Notwithstanding the foregoing, either Party will be entitled to disclose Proprietary Information of the other to a third party as may be required by law, statute, rule or regulation, including subpoena or other similar form of process, provided that (without breaching any legal or regulatory requirement) the Party to whom the request is made provides the other with prompt written notice and allows the other Party to seek a restraining order or other appropriate relief.

VII. Fingerprinting Requirements. UL agrees that any individual it assigns to provide services directly to, or have any contact with, pupil(s) of the District, shall be subject to the fingerprinting/background and TB requirements set forth in the California Education Code. Any individual that UL assigns to provide services directly to, or have any contact with, pupil(s) of the District shall have undergone the background check required in §45125(b)&(c), including response by DOJ, before any service or contact with pupil(s) of the District is allowed. UL staff shall go through the District process for all fingerprinting/background and TB requirements.

Pursuant to Education Code §45125.1, UL shall provide a complete list to the District of all individuals cleared by the DOJ who will provide services under this MOU (or MOU) and shall certify in writing to the District that Organization has no information that any of the individuals who are required to have their fingerprints submitted to the Department of Justice (DOJ), and who may come in contact with pupils, have been convicted of a "violent or serious felony" as defined in §45122.1 or that they have been advised of any such arrest by the DOJ.

UL shall continuously monitor through DOJ, and obtain subsequent arrest notification from DOJ, regarding any individual whose fingerprints were submitted pursuant to §45125.1 and who is or will be providing service directly to, or has contact with, pupil(s) of the District. Upon receipt of a subsequent arrest notification from DOJ, UL shall, within 24 hours, notify the District of such arrest notification and prohibit the individual from having any further contact with any pupil(s) of the District until such time as the individual's arrest has been determined to not involve a "violent or serious felony" as defined in §45122.1 or the notification has been withdrawn by DOJ. If an individual is disqualified from working for the District pursuant to the requirements of the California Education Code, even if only temporarily, UL agrees to provide a replacement within 15 days of receiving notification that the previous individual has been disqualified.

UL further agrees and certifies that any individual providing services directly to any pupil(s) of the District whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated

reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., “red-flag” or “grooming” behaviors.

Failure to adhere to the terms of this provision is grounds for termination of the MOU.

- VIII. Mutual Indemnification. Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney’s fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this MOU, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or subcontractors.

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this MOU.

- IX. Delay in Performance: Neither SCUSD nor UL shall be considered in default of this MOU for delays in performance caused by circumstances beyond the reasonable control of the nonperforming Party.

Should such circumstances occur, the nonperforming Party, within a reasonable time of being prevented from performing, shall give written notice to the other Party, describing the circumstances preventing continued performance and the efforts being made to resume performance. UL shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances, but only to the extent agreed upon by SCUSD and the Contracting Agency. Except for such time extension, UL will not be entitled to claim any damages for delays in performance of its Services.

- X. Insurance. UL must comply with all requirements outlined in the (1) General Provisions and (2) Insurance Requirements outlined below. No payments of Grant Funds will be made under this MOU until and unless UL fully complies with all insurance requirements.

A. General Provisions Applying to All Policies:

1. Coverage Term – Coverage needs to be in force for the complete term of this MOU. If insurance is set to expire during the Term of this MOU, a new certificate must be received by SCUSD at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original Grant terms.
2. Policy Cancellation or Termination & Notice of Non-Renewal – UL is responsible to notify SCUSD within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of the California Department of General Services

and UL agrees no work or services will be performed prior to obtaining such approval. In the event that UL fails to keep in effect at all times the specified insurance coverage, SCUSD may, in addition to any other remedies it may have, terminate this MOU upon the occurrence of such event, subject to the provisions of this MOU.

3. Premiums, Assessments, and Deductibles – UL is responsible for any premiums, policy assessments, deductibles, or self-insured retentions contained within their insurance program.
 4. Primary Clause – Any required insurance contained in this MOU shall be primary, and not excess or contributory, to any other insurance carried by SCUSD.
 5. Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating of no lower than VI. If UL is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
 6. Endorsements – Any required endorsements requested by SCUSD must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
 7. Inadequate Insurance – Inadequate or lack of insurance does not negate UL’s obligations under this MOU.
 8. Satisfying a Self-Insured Retention (SIR) – All policies with an SIR shall be endorsed to allow SCUSD to satisfy the SIR or Deductible at SCUSD’s discretion. SCUSD may deduct from any amounts otherwise due to UL to fund the SIR/deductible. Policies shall not contain any provision that limits the satisfaction of the SIR / deductible to the Named Insured. UL’S insurer may also eliminate the SIR / deductible in favor of SCUSD’s interests.
 9. Available Coverages/Limits – All coverage and limits available to UL shall also be available and applicable to SCUSD.
 10. Use of Subcontractor – In the case of UL’s utilization of subcontractors to complete this MOU scope of work, UL shall include all subcontractors as insureds under UL’s insurance or supply evidence of the subcontractor’s insurance to SCUSD.
- B. Grant Insurance Requirements – UL shall display evidence of the following on one or more certificates of insurance, as applicable. All Certificates of Insurance must name the SCUSD as an additional insured (Certificate Holder). Failure to provide the certificate upon request will result in the termination of this
1. Commercial General Liability – UL shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. A “per project aggregate” endorsement is required. The policy shall include coverage

for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract or Grant. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to UL's limit of liability.

2. Automobile Liability – If UL will be using vehicles to complete the project or driving a vehicle onto State property, automobile liability insurance is required. Compliance of automobile liability is required upon procurement of the vehicles. UL shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of motor vehicles, including owned, hired, and non-owned motor vehicles. "Any Auto" symbol 1 is required. Failure to provide proof upon request will result in termination of this MOU. The policy must name SCUSD and each of their respective officers, agents, and employees as additional insureds, but only with respect to work performed under this MOU.
 - a. In the event that the Fleet Owner maintains business automobile liability insurance, the policy must name SCUSD, its officers, agents, and employees as additional insured by endorsement that states the name exactly as required in this MOU. A blanket additional insured endorsement is not acceptable.
 - b. By signing this MOU, UL certifies that UL and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. SCUSD reserves the right to request proof at any time.
3. Workers Compensation and Employers Liability – UL shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of this MOU. In addition, employer's liability limits of \$1,000,000 are required. A Waiver of Subrogation or Right to Recover endorsement in favor of SCUSD must be attached to the certificate.
4. Professional Liability (Errors and Omissions, if applicable): Insurance appropriate to UL's profession, with limit no less than \$2,000,000 per occurrence or claim, \$5,000,000 aggregate.
5. Sexual Assault and Molestation (SAM) Insurance (if applicable): If in contact with students without the direct oversight of District personnel at all times, all Partners must obtain \$2,000,000 in SAM liability coverage unless supervised by District staff at all times.
6. Cyber Liability coverage (if applicable): If collecting and saving personal data on students or staff, all Partners must obtain Cyber liability coverage, with limits not less than \$1,000,000 per occurrence or claim: Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by UL in this MOU and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering infringement of

intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs, regulatory fines, and penalties, as well as credit monitoring expenses. The Policy shall include, or be endorsed to include property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of SCUSD in the care, custody, or control of UL.

- XI. Student Data Privacy. If collecting personal data on students, UL agrees to follow any and all applicable data privacy laws including, but not necessarily limited to, the Family Educational Rights and Privacy Act (FERPA).
- XII. Entire Agreement. This MOU contains the entire agreement between the Parties and supersedes all prior understanding between them with respect to the subject matter of this MOU. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the Party to be otherwise expressly permitted in this MOU.
- XIII. Binding Intent. The Parties acknowledge and agree that it is their mutual intent that the terms and provisions set forth in this MOU are legally binding and enforceable.
- XIV. Incorporation of Recitals. The recitals set forth above are hereby incorporated into this MOU by reference and shall constitute an integral part of this MOU as if fully set forth herein.
- XV. Defined Terms. Any capitalized terms used but not otherwise defined in this MOU shall have the same meaning and effect as ascribed to in the Prime Agreement.
- XVI. Nondiscrimination. Any service provided by the Parties pursuant to this MOU shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, immigration status, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.
- XVII. Rules and Regulations. All rules and regulations of the District’s Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by the Organization pursuant to this MOU. Any rule, regulation or law required to be contained in this MOU shall be deemed to be incorporated herein.
- XVIII. Amendments. The terms of this MOU shall not be amended in any manner except by written agreement signed by the Parties.

XIX. Execution in Counterparts. This MOU may be executed in counterparts such that the signatures of the Parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.

XX. Authority. Each Party represents that they have the authority to enter into this MOU and that the undersigned are authorized to execute this MOU.

XXI. Board Ratification. In accordance with California Education Code section 17604, this Agreement is not a valid or enforceable obligation until approved or ratified by the District's Board of Education duly passed and adopted. Any modification or amendment of this Agreement shall not be valid or an enforceable obligation until approved or ratified by the District's Board of Education duly passed and adopted.

XXII. Legal and Financial Considerations

- A. SCUSD will maintain legal, fiscal, and fiduciary responsibilities, including managing Grant funds in accordance with the Contracting Agency's regulations, policies, and guidelines. SCUSD is responsible for the development and submission of all reports to EHCRP staff and additional funding agencies, bookkeeping, accounting, and Grant compliance services.
- B. Legal and Financial Relationship: SCUSD and UL shall have equal standing and collective accountability for implementing Grant program requirements. SCUSD does not assume liability for any third-party claims for damages arising out of this MOU and each Partner does not assume liability to The Contracting Agency for damages arising out of this MOU.

XXIII. Equal Opportunity

SCUSD and Partners are committed to equal employment opportunity and to ensuring that all employees have a work environment that is free of conduct that could be considered discriminatory or harassing based on an employee's protected status.

SCUSD and Partners will not allow anyone, including any supervisor, co-worker, vendor, client, or customer, to unlawfully harass or discriminate against employees or applicants for employment. SCUSD will take prompt and effective remedial action upon discovery of such conduct.

IN WITNESS, WHEREOF, the Parties hereto have caused this MOU to be executed.

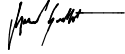
Sacramento City Unified School District

Name: Lisa Grant-Dawson

Title: Interim Chief Business & Operations
Officer

Date

United Latinos

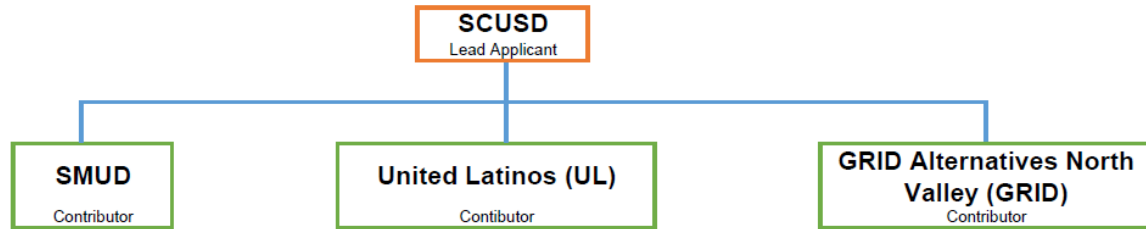
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Manuel Guillot
Executive Director

1/16/2026

Date

Sacramento City Unified School District's (SCUSD) Community Solar and Resiliency Project (CSR)



Description			
Partner	Tasks	Role	Responsibilities
SCUSD	All Tasks	Overall project support	Oversee overall Project Management Oversee overall Grant Administration Review and approve project documents Execute grant agreements Execute grant sub-agreements
SMUD	Task 1 Task 4 Task 5	Assist SCUSD with Project Management Assist SCUSD with Grant Administration Microgrid design & engineering Extreme Heat Research/Study	Support overall project management Support overall grant management Final Design & Engineering Report Heat vulnerability research Identify and evaluate strategies Final heat study report Report Development Administration Conduct research on impacts of extreme heat on the community Evaluate results of the research and the effectiveness of existing strategies
United Latinos (UL)	Task 2	Community outreach & engagement	Create and manage a Community Engagement Advisory Committee Develop a Community Engagement Plan (CEP) Implement CEP Produce Final CEP Report
GRID Alternatives (GRID)	Task 3	Needs assessment Workforce development	Conduct a community needs assessment Create Workforce Develop Plan (WDP) Implement WDP Generate Final WDP Report

EXHIBIT B: Prime Agreement

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER SPPD24159	PURCHASING AUTHORITY NUMBER (If Applicable) LCI-0650
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Governor's Office of Land Use and Climate Innovation, hereinafter referred to as STATE

CONTRACTOR NAME
Sacramento City Unified School District, hereinafter referred to as GRANTEE

2. The term of this Agreement is:

START DATE
May 30, 2025

THROUGH END DATE
December 31, 2027

3. The maximum amount of this Agreement is:
\$750,000.00 (Seven hundred fifty-thousand dollars and zero cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits		Title	Pages
	Exhibit A	Scope of Work	9
	Exhibit B	Budget Detail and Payment Provisions	4
	Exhibit C	General Terms and Conditions	3
+	Exhibit D	Special Terms and Conditions	12
-			
+	Exhibit E	EHCRP Guidelines	1
-			
+	Exhibit F	Award Letter	1
-			
+	Exhibit G	Grant Application and Attachments	15
-			

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

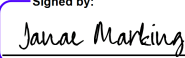
IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
Sacramento City Unified School District

CONTRACTOR BUSINESS ADDRESS 5435 47th Ave.	CITY Sacramento	STATE CA	ZIP 95824
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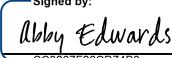
PRINTED NAME OF PERSON SIGNING Janea Marking	TITLE Central Business Partner
---	-----------------------------------

CONTRACTOR AUTHORIZED SIGNATURE Signed by:  6D79D9C4D46A455...	DATE SIGNED 5/30/2025
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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER SPPD24159	PURCHASING AUTHORITY NUMBER (If Applicable) LCI-0650
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME Governor's Office of Land Use and Climate Innovation			
CONTRACTING AGENCY ADDRESS 1400 Tenth Street	CITY Sacramento	STATE CA	ZIP 95814
PRINTED NAME OF PERSON SIGNING Abby Edwards	TITLE Senior Deputy Director, SPPD		
CONTRACTING AGENCY AUTHORIZED SIGNATURE Signed by: 	DATE SIGNED 5/30/2025		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) SCM Vol 1. 4.04 (A)(4)		

Governor's Office of Land Use and Climate Innovation– Extreme Heat and Community Resilience Program – Round 1
Grant Number: SPPD24159, Sacramento City Unified School District (SCUSD)

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Governor's Office of Land Use and Climate Innovation– Extreme Heat and Community Resilience Program – Round 1
Grant Number: SPPD24159, Sacramento City Unified School District (SCUSD)

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Exhibit A: SCOPE OF WORK

1. Purpose of the Agreement

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

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

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

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

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

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

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

3. Grant Term

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

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

4. Authorized Signatories

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

Grantee's Authorized Signatory or designee is authorized to sign this Grant Agreement and grant-related documents as shown in the Authorized Signatory Form ([Attachment 1](#)).

Governor's Office of Land Use and Climate Innovation– Extreme Heat and Community Resilience Program – Round 1
Grant Number: SPPD24159, Sacramento City Unified School District (SCUSD)

Grantee must keep Authorized Signatory Forms up to date. Within seven (7) working days of any change to the authorized signatory or to the delegated authorized signatory, Grantee shall notify LCI in writing of the change. The written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.

5. Party Representatives

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

LCI

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

Grantee

Name	Title	Phone Number	Email
Grantee Primary Contact: Chamberlain Segrest, Kristy McKeen	Environmental Sustainability Manager – SCUSD Grants manager - SMUD		chamberlain-segrest@scusd.edu kristyl.mckeen@smud.org
Budget Lead: Chamberlain Segrest	Environmental Sustainability Manager – SCUSD		chamberlain-segrest@scusd.edu
Authorized Signatory: Janea Marking	Central Business Officer	(916) 643-9055	janea-marking@scusd.edu

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

6. Grantee Responsibilities

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

- A. Using grant funds only as set forth in the Project and within the specified timelines set forth in this Grant Agreement.
- B. Completing work on time and within budget. This includes meeting all milestones and deliverables, as described in and in accordance with the Work Plan ([Attachment 2](#)), unless otherwise agreed to by all parties through the amendment process described in [Exhibit B, Section 8](#).

- C. Submitting invoices for reimbursement pursuant to [Exhibit B, Section 2](#) and using the Invoice template. The Invoice Template will be provided during Invoice Training, and a sample is included in [Attachment 5](#).
- D. Meeting all reporting requirements as set forth in [Exhibit A, Section 8](#).
- E. Complying with all applicable statutes, rules, and regulations.
- F. Maintaining an accounting system that accurately reflects all fiscal transactions and provides accounting information, retaining all records and required documents as specified in [Exhibit C, Section 4](#), and providing all required documents during an audit, as specified in [Exhibit C, Section 5](#).
- G. Entering into a partnership agreement with Co-Applicant(s) and Contributor(s), if any, and ensuring that the agreement is maintained throughout the Grant Term. The partnership agreement must: 1) outline the respective obligations of the Grantee and its Partners throughout the Grant Term to implement the Project, 2) include commitments from the Grantee and the Partners that they will implement their respective obligations, 3) require co-applicants and contributors to provide copies of all documentation of actions taken related to the Project to the Lead Applicant for retention in compliance with the requirements specified in [Exhibit C, Sections 4 and 5](#), and 4) include information about how the partners will make decisions and resolve disputes.
- H. Any other obligations set forth in this Grant Agreement.

7. Document Submission

A. Electronic Mail

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

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

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

8. Reporting Requirements

A. Check-Ins

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

B. Progress Reports

- i. Grantee will submit progress reports as specified in the grant guidelines. Grantee must use the templates that will be made available to grantees via Grantee's attendance and participation at scheduled check-ins are a

- material part of this Agreement. the program's SharePoint. The progress reports must contain documentation of the work performed and should discuss how that work relates to specific deliverables outlined in the Work Plan ([Attachment 2](#)) and the Budget Detail Worksheet ([Attachment 4](#)).
- ii. Grantee will submit a mid-term progress report to LCI half-way through the Grant Term at a date to be included in the Work Plan ([Attachment 2](#)) and using a template that will become available through the program's SharePoint folder. The mid-term progress report will track the work completed during the first half of the Grant Term and should include the following information:
 - a. Outline of all activities taken pursuant to the Work Plan ([Attachment 2](#)) and the outcomes of each activity.
 - b. Meetings and actions taken by the Grantee.
 - c. An accounting of the expenditures made by the Grantee
 - d. Feedback on the implementation process for EHCR program staff including barriers, challenges, and opportunities.
 - iii. When the Project is completed, Grantee must submit a Final Report. To complete and submit the Final Report:
 - a. Submit the Final Report with the last invoice. If Grantee does not submit the Final Report with the last invoice, then the last invoice will be considered incomplete and returned following the process specified in [Exhibit D, Section 5A](#).
 - b. Use the Final Report Template, which will be available in the program's SharePoint folder.
 - c. Sign the Final Report. Make sure the Final Report is signed by the person authorized to sign on the most current Authorized Signatory Form ([Attachment 1](#)).
 - d. Include details in the Final Report. Put enough detail in the Final Report to show that Grantee completed the Project and fulfilled the terms of the Grant Agreement and that both the last invoice and the five percent (5%) retention should be paid for completing the Project.
- C. Additional Reporting Requirements
- i. Grants that are funded by the Greenhouse Gas Reduction Fund (GGRF) funds must comply with all GGRF reporting requirements.

9. No Work Outside the Project Area

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

10. Conditions for Beginning Work

A. Readiness Requirements

- a. Conditions for beginning work apply to all projects proposing physical infrastructure, nature-based solutions, or other modifications to a property. Grantee must ensure that the Project meets all readiness requirements prior to expending any direct project costs ("Direct Costs"). For the purposes of the Conditions for Beginning Work Section ([Exhibit A, Section 10A](#)), Direct Costs are defined as expenses directly tied to physical items necessary for implementation. Examples of Direct Costs may include, but are not limited to, the purchase of tangible construction and installation materials.
- b. Indirect costs ("Indirect Costs") that support project readiness are allowed during the first six months. For the purposes of the Conditions for Beginning Work Section ([Exhibit A, Section 10A](#)) of this agreement, Indirect Costs are not directly tied to grant-funded tasks related to the construction or modification of physical infrastructure. Examples of Indirect Costs may include, but are not limited to, programmatic activities such as research and community outreach, personnel costs for administrative, supervisory, legal, or executive staff, and expenses for support units such as clerical support and housekeeping.
- c. Readiness requirements include:
 - i. CEQA compliance documentation if applicable.
 - ii. A demonstration of site control. For Projects where the Grantee or one of its partners does not own the site, the Grantee must provide evidence of a legally binding commitment of the site owner(s) to transfer ownership or allow the Grantee and/or its partners to access the site as needed for the purposes of implementing the Project.
 - iii. Documentation of all permits required to implement the Project. A list of all permits required to implement the Project must be included in the Work Plan included with this Agreement in [Attachment 2](#).
 - iv. Documentation of any other pre- implementation requirements identified in the Work Plan ([Attachment 2](#)).
- d. Grantee must demonstrate readiness within the first 6 months of the Grant Term. Readiness will be assessed and approved independently for each project.
- e. LCI has sole discretion to determine when the Grantee has demonstrated readiness for the Project. The Grantee and its partners may only expend Direct Costs on the Project once Grantee receives written notice from LCI.
- f. LCI will provide written notice regarding the readiness status of each Project in a Readiness Memo. The Readiness Memo will be updated as the Grantee submits additional readiness documentation.

B. Failure to meet Readiness Requirements

- a. If Grantee fails to meet all required readiness requirements within the 6 months of the Grant Term will be, the project will be deemed infeasible

and ineligible for reimbursement, unless LCI gives written approval to extend the timeline to meet the readiness requirements.

- b. Grantee may petition LCI for approval to extend the deadline to meet readiness requirements by submitting a written petition to LCI no later than one month prior to the readiness deadline. The written petition shall include information detailing the actions the Grantee and its partners have taken up to this point to attempt to meet the readiness deadline, the reason(s) that it is not feasible for the Grantee and its partners to meet the readiness deadline, and how much additional time is needed for the Grantee to fulfill all remaining readiness requirements.
- c. If the Project is deemed infeasible and ineligible for reimbursement, Grantee may not allocate Project funds to any different project without written LCI approval.

C. CEQA Readiness Requirements

- a. Grantee is responsible for complying with all applicable laws and regulations for the Project, including the California Environmental Quality Act (CEQA) (PRC § 21000 et seq.) if applicable. Documentation of CEQA compliance must be provided to LCI to establish readiness prior to Project implementation.
- b. The following documentation is acceptable to demonstrate CEQA compliance:
 - i. Documentation for projects to which CEQA does not apply
 1. A signed letter or similar document from the head of the administrative approving entity (e.g., Planning Director) of the lead agency stating that CEQA does not apply to the Project and the basis for that determination.
 - ii. Documentation for projects that are categorically or statutorily exempt
 1. A CEQA Notice of Exemption (NOE) that has been approved by the appropriate body pursuant to their obligations under CEQA; or
 2. Other documentation confirming that the project is exempt from CEQA, including but not limited to:
 - a. A resolution adopted by the legislative body of the lead agency (e.g., City Council, Board of Supervisors) confirming a project's exemption. If a resolution or similar mechanism is not available or does not exist, meeting minutes documenting the legislative body's consideration and approval of the project's CEQA compliance may be submitted.
 - b. A signed letter or similar document from the head of an administrative approving entity (e.g., Planning Director) of the lead agency.
 - iii. Documentation for all other projects subject to CEQA
 1. A file-stamped Notice of Determination

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

Exhibit B: Budget Detail and Payment Provisions**1. Fiscal Administration and Payment**

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

2. How to Submit Invoices

- A. Grantee must email the Invoice (PDF) to AccountsPayable@OPR.CA.GOV and copy the Grant Manager and Senior Planner identified by LCI in [Exhibit A, Section 5](#) on the email as well. The email must include the Grant Agreement number and Grantee's name in the subject line. Grantee shall submit invoices at least quarterly but no more frequently than monthly to the Grant Manager unless specified otherwise. A request for payment shall consist of:
 - i. The Invoice on official letterhead and signed by the Authorized Signatory or authorized designee specified in this Agreement ([Exhibit A, Section 3](#)), certifying the expenditures are for actual expenses for the tasks performed under this Grant Agreement. While an example of the Invoice Template will be provided during training, a sample is included in [Attachment 5](#).
 - ii. Each cost category and task must correspond to a cost category and task identified in the Budget Detail Worksheet ([Attachment 4](#)).
 - iii. Supporting documentation for all itemized costs. Documentation may include but is not limited to: copies of purchase orders, receipts, subcontractor invoices, and timesheets. These items must contain sufficient information to establish that the specific service was rendered, or purchase was made.
 - a. Supporting documentation should be clearly labeled by task.
 - b. Records documenting time spent performing the work shall identify the individual, the date on which the work was performed, the specific grant-related activities or objectives to which the individual's time was devoted, the hourly rate, and the amount of time spent.

- B. Supporting documentation (e.g., timesheets, activity logs, cancelled checks) for matching funds does not need to be submitted to LCI but should be retained by Grantee in the event of an audit ([Exhibit C, Section 5](#)).
- C. At any time, LCI may request hard copies of invoices, reports, supporting documentation, and evidence of progress.

3. Invoice Dispute

In the event of an invoice dispute, see [Exhibit D, Section 5](#).

4. Budget Contingency Clause

- A. If the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no further force nor effect. In this event, LCI shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement, and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, LCI shall have the option to either cancel this Grant Agreement or offer an amendment to reflect the reduced amount. In the event that LCI cancels the Grant Agreement, LCI shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement, and Grantee shall not be obligated to perform any provisions of this Grant Agreement.

5. Payment Provisions

- A. All costs to be reimbursed must be consistent with the Guidelines and the Project ([Exhibit E](#)).
- B. Partners must invoice Grantee before Grantee submits an invoice to LCI. All payments will be issued to the Grantee, who will be responsible for disbursing payment to Partners. All invoices submitted by Partners to the Grantee must be contain sufficient information for Grantee to be able to invoice LCI in accordance with Exhibit B, Sections 1 and 2.
- C. All costs to be reimbursed must be reasonable, as defined below:
 - i. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining reasonableness of a given cost, consideration must be given to:
 - i. Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the entity or the proper and efficient performance of this Agreement.
 - ii. The restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; federal, state, local, tribal, and other laws and regulations; and terms and conditions of this Agreement.
 - iii. Market prices for comparable goods or services for the geographic area.

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

6. Travel Reimbursement

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

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

7. Work Plan and Budget Modifications

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

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

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

8. Amendments

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

Exhibit C, General Terms and Conditions

1. Approval

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

2. Amendment

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

3. Assignment

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

4. Records Retention

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

5. Audit and Accounting

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

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

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

6. Indemnification

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

7. Disputes

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

8. Independent Grantee

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

9. Non-Discrimination Clause

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

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

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

10. Timeliness

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

11. Governing Law

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

12. Unenforceable Provision

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

13. Revenue

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

Exhibit D, Special Terms and Conditions

1. Compliance with Laws and Regulations

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

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

2. Subcontractors and Partners

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

Nothing contained in this Grant Agreement or otherwise shall create any contractual relationship between LCI and any Partners or subcontractors, and no subcontract shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to LCI for the acts and omissions of Partners and subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay Partners and subcontractors is an independent obligation from LCI's obligation to make payments to Grantee. As a result, LCI shall have no obligation to pay or to enforce the payment of any moneys to any Partner or subcontractor.

3. No Third-Party Beneficiaries

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

4. Project Monitoring and Oversight

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

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

5. Dispute Resolution

A. Invoice Disputes

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

B. General Disputes

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

C. Contesting a Dispute Decision

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

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

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

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

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

6. Termination

- A. Completion of Project. This Grant Agreement shall terminate upon completion of the Project and payment of the last invoice, except those provisions which survive termination.
- B. Early Termination. Either Party may terminate this Grant Agreement upon thirty (30) days advance written notice by certified mail to the other Party. The notice shall specify the reason for early termination and may permit Grantee or LCI to rectify any deficiency(ies) prior to the early termination date.
 - i. Conditions of early termination:
 - a. Upon any termination, Grantee must deliver all invoices, reports, and other deliverables required by this Grant Agreement up to the time of termination. Grantee must deliver all materials within sixty (60) calendar days of the termination date.
 - b. Upon receipt of notice from LCI of Termination for Convenience, or upon sending the notice of early termination to LCI, Grantee shall immediately take action to ensure neither it nor any Partner or Subcontractor incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities.
 - c. LCI will examine the extent of Grantee compliance for work partially completed and reasonably determine costs eligible for reimbursement based on final invoices submitted and compliance with this Grant Agreement.
 - ii. The rights and remedies of LCI and Grantee provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

7. Waiver of Rights

- A. Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from LCI, its officers, agents, or employees for any liability arising from, growing out of, or in any way connected with this Grant Agreement.
- B. Grantee waives all claims and recourses against LCI, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Grant Agreement, except claims arising from the gross negligence of LCI, its officers, agents, and employees.
- C. None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing.

8. Insurance Requirements

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

9. Stop Work

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

10. Remedies of Nonperformance

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

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

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

11. Publicity

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

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

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

at risk of harm from extreme heat.

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

Long version:

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

Short version:

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

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

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

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

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

12. Drug-Free Workplace Certification

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

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

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

13. Americans with Disabilities Act

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

14. Air/Water Pollution Violation Certification

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

15. Payee Data Record Form - STD 204

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

16. Equipment

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

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

17. Infrastructure

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

18. Debt Security

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

19. Force Majeure

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

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

20. Expatriate Corporations

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

21. Corporation Qualified to do Business in California

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

22. Self-Dealing and Arm's Length Transactions

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

23. Relocation

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

24. Child Support Compliance Act

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

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

25. Environmental Justice

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

26. Union Organizing

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

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

27. Prevailing Wages and Labor Compliance

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

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

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

Governor's Office of Land Use and Climate Innovation– Extreme Heat and Community Resilience Program – Round 1
Grant Number: SPPD24159, Sacramento City Unified School District (SCUSD)

Exhibit E, [EHCRP Guidelines](#)

Exhibit F, Award Letter



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

December 5, 2024
Chamberlain Segrest
chamberlain-segrest@scusd.edu

RE: Award Notification – Extreme Heat and Community Resilience Program Round 1, Large Planning Grant Award, Chamberlain, Sacramento City Unified School District Community Solar and Resiliency Project

Dear Chamberlain Segrest and partners,

The Governor's Office of Land Use and Climate Innovation is pleased to inform you that Chamberlain has been selected as a Round 1 Grantee for the Extreme Heat and Community Resilience Program award of \$750,000.00 for the project Sacramento City Unified School District Community Solar and Resiliency Project. The Extreme Heat and Community Resilience Program funds planning and implementation projects to mitigate the impacts of extreme heat. The Program will build frameworks for change and invest in local, regional, and tribal projects that strengthen communities that are vulnerable to extreme heat. Congratulations on your successful application!

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

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

We look forward to our partnership in the coming years. If you have any questions, please contact Braden Kay, EHCPR Program Manager, at braden.kay@opr.ca.gov; and Kelly Meza Prado, EHCPR Senior Adaptation and Resilience Planner, at kelly.mezaprado@opr.ca.gov.

Sincerely,



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

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

Exhibit G, Grant Application

CA Gov. OPR - Extreme Heat and Community Resilience Program Powered by Submittable 

Title	Sacramento City Unified School District Community Solar and Resiliency Project	05/03/2024
	by Joanna Wagner in EHCRP - Full Application Form (2024/25)	id. 46425102
	joanna@buildmomentum.io	

Original Submission 05/03/2024

Score n/a

Application Label Sacramento City Unified School District Community Solar and Resiliency Project

Would you like to add anyone (e.g., Co-Applicants) to this form to (1) help you respond to these questions, (2) be able to view and access your response later, and (3) have EHCRP staff cc in future communications with you? Yes

Project Overview

What is the project name? Sacramento City Unified School District Community Solar and Resiliency Project

What type of grant are you applying for? Large Planning Grant

Lead and Partners Summary Lead Applicant

Name of entity acting as Lead Applicant Sacramento City Unified School District

Lead Applicant's entity type Academic Institution

If awarded, academic institutions should provide a letter or other document approved by the governing body or leadership of the institution committing to the execution of the project proposed in the application.

Attachment 1: Authorized Signatory Form

I hereby verify that I am an authorized Grantee representative and signatory and, as such, can sign and/or delegate authorization to sign and bind Grantee as it relates to the above-referenced Grant Agreement and grant related documents.

Grantee Authorized Signatory:

Name: Janea Marking **Title:** Central Business Officer
(Type or Print Name)

Signature: _____ **Date:** _____

Delegated Authorized Signatories:

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

Signature: _____ **Date:** _____

Document(s) Authorized to sign:

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

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

Signature: _____ **Date:** _____

Document(s) Authorized to sign:

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

Governor's Office of Land Use and Climate Innovation– Extreme Heat and Community Resilience Program – Round 1
Grant Number: SPPD24159, Sacramento City Unified School District (SCUSD)

- ☐ Reports
- ☐ Invoices
- ☐ Other _____

Governor's Office of Land Use and Climate Innovation– Extreme Heat and Community Resilience Program – Round 1
Grant Number: SPPD24159, Sacramento City Unified School District (SCUSD)

Attachment 2: Work Plan

Project Name:

Work Plan	
Instructions: 1. Fill out the rows and columns with the requested information. 2. All required activities must be addressed in this workplan. The workplan is a set of capacity building strategies that align with program objectives and collectively work to achieve the project vision. 3. For the eligible activities listed in the Guidelines, applicants must develop at least one strategy that includes a description of tasks and subtasks, timeline for completion of key tasks and deliverables, and members involved in implementing each task and subtask. 4. The workplan should provide a sufficient description of tasks to provide reviewers with an understanding of how specific tasks advance project objectives and goals. 5. Applicants are not limited to 5 strategies as exemplified in this workplan - include more strategies as needed. 6. To view an example go to tab #5 "Example Work Plan"	
Proposal Name:	Community Solar and Resiliency Project
Lead Applicant:	Sacramento City Unified School District
Project Description: (500 character limit)	The Community Solar and Resiliency Project (CSR) is a multifaceted initiative aimed at understanding and addressing extreme heat impacts through collaborative, community-centered planning to support the deployment of innovative clean energy solutions and community resilience strategies. CSR will: • Engage the community to understand its needs and incorporate community members into the planning process. • Develop implementation plans based on community engagement to create educational programs for members of the community to mitigate and reduce the effects associated with extreme heat. • Provide workforce development related to clean energy jobs. • Identify measures to mitigate the effects of extreme heat in the communities served by SCUSD. • Evaluate identified measures for efficacy and cost-effectiveness. • Evaluate and quantify the needs, costs, and benefits of creating a community resilience center at Hiram Johnson High School (HJHS). • Evaluate and quantify the needs, costs, and benefits of implementing resiliency measures at SCUSD's Central Kitchen (kitchen) and potentially the electric bus fleet depot (depot). • Design and engineer a 100% renewable microgrid at HJHS to serve as a community energy hub providing reliable, climate-controlled refuge during heat events during non-school hours and activities. • Design energy resilience measures at the kitchen to ensure continuity of nutrition services during power outages. CSR will deliver its benefits by leveraging deep, highly functional partnerships to deliver direct community-focused benefits while contributing safer, more healthful, and more robust district services.
Character Count	242

Governor's Office of Land Use and Climate Innovation– Extreme Heat and Community Resilience Program – Round 1
Grant Number: SPPD24159, Sacramento City Unified School District (SCUSD)

Task 1: Grant Management (SCUSD)						
Subtask	Description <i>Include detail of activities or deliverables</i>	Deliverables / Milestones <i>Major outcomes and/or metrics used to demonstrate success</i>	Timeline <i>Indicate month of project that activity will take place</i>	Task Lead <i>Which project partner is responsible for this task?</i>	Partners Involved <i>If the partners are not identified include future plans to engage</i>	EHCPR Eligible Activities Addressed
Subtask 1.1 - Overall Project Management	Grant Manager will ensure that the CSR Project is meeting its timeline, budget, and scope. Grant Manager will develop a communication plan in the first month of the Period of Performance. This includes but is not limited to regular meetings with project partners to track, receive, and comment on all Deliverables and Milestones.	Communication Plan One monthly meeting lasting one hour for each Project Partner. Meeting notes emailed to attendees after each meeting.	Month 1-24	SCUSD	SMUD, UL, GRID	Program Administration
Subtask 1.2 - Kick-Off Meeting	Plan and attend a "Kick-off" meeting between LCI Extreme Heat and Community Resilience Program and representatives from all the Project Partners. The administrative and technical aspects of the Project will be discussed at the meeting. Prior to the meeting, an agenda will be provided to all potential meeting participants, as well as meeting notes following the meeting. Following the meeting, within the first month of the project, subcontracts between SCUSD and all the project partners will be drafted and signed. The meeting may take place by electronic conferencing.	Agenda prior to kick off meeting. Completion of Meeting Completion of Meeting Notes Completion of Subcontracts between Prime Applicant and Subcontractors	Month 1	SCUSD	SMUD, UL, GRID	Program Administration
Subtask 1.3 - Quarterly Project Updates	Prepare brief (approximately 1/2 page) updates summarizing project progress and deliver them to LCI.	Nine written, emailed updates	Ongoing, every quarter of performance period	SCUSD	SMUD, UL, GRID	Program Administration
Subtask 1.4 - Mid-term Progress Report	Prepare and submit a report tracking and detailing the work completed during the first half of the grant term.	One written, emailed report	Month 12 - 13	SCUSD	SMUD, UL, GRID	Program Administration
Subtask 1.5 - Final Progress Report	Prepare and submit a report on the overall status of the grant and track the work completed during the entire grant term. This Report will compile Final Reports from all subtasks and their leads.	One written, emailed report	Month 24	SCUSD	SMUD, UL, GRID	Program Administration
Subtask 1.6 - Case Study	Create document capturing lessons learned and effective practices through this project.	One Case Study Report and a Case Study Presentation.	Month 24	SCUSD	SMUD, UL, GRID	Program Administration
Subtask 1.7 - Final Meeting	Project Partners will meet with LCI staff to present project findings, conclusions, recommendations, and outcomes. This meeting will be attended by the SMUD and LCI staff, at a minimum, and ideally by the entire project team. SMUD will provide an agenda and final follow up notes for the meeting. The meeting will be hosted using electronic conferencing.	Agenda prior to kick off meeting. Completion of meeting Completion of Meeting Notes	Month 24	SCUSD	SMUD, UL, GRID	Program Administration

Governor's Office of Land Use and Climate Innovation– Extreme Heat and Community Resilience Program – Round 1
Grant Number: SPPD24159, Sacramento City Unified School District (SCUSD)

Task 2: Community Outreach and Engagement (United Latinos)						
Subtask	Description <i>Include detail of activities or deliverables</i>	Deliverables / Milestones <i>Major outcomes and/or metrics used to demonstrate success</i>	Timeline <i>Indicate month of project the activity will take place</i>	Task Lead <i>Which project partner is responsible for this task?</i>	Partners Involved <i>If the partners are not identified include future plans to engage</i>	EHCPR Eligible Activities Addressed
Subtask 2.1 - Community Advisory Board	United Latinos will establish a diverse and inclusive Community Advisory Committee-consisting of local stakeholders and community members responsible for providing insights and feedback on project initiatives while ensuring that the community's needs and perspectives are effectively represented. Members will be recruited based on their expertise, community involvement, and commitment to the project's goals. United Latinos will organize initial meetings, set a regular schedule for future engagements, and define the roles and responsibilities of all committee members.	List of Community Advisory Committee Members. Meeting schedule for up to four meetings, meeting agendas, and meeting summaries.	Months 3, 8, 15, 20	UL	SMUD, SCUSD	Large Planning Grant
Subtask 2.2 - Community Engagement Plan, Creation	United Latinos will create a comprehensive Community Engagement Plan to effectively involve community stakeholders in the development and execution of project work. The plan will identify key community groups and stakeholders, determine the best methods for engagement, and set clear objectives for community involvement. This will include scheduling and organizing meetings, workshops, and other events to facilitate communication and feedback. The plan will also outline strategies supplementing the Community Advisory Committee for ongoing communication to keep the community informed and involved throughout the project's lifecycle. The plan will include mechanisms for evaluating the effectiveness of the engagement strategies and making adjustments as necessary. The Plan will incorporate critical Community Engagement questions that were identified by AECOM through their initial Needs Assessments.	One draft Community Engagement Plan	Months 1-4	UL	SMUD, Subcontractor: AECOM	Large Planning Grant
Subtask 2.3 - Community Engagement Plan, Implementation	United Latinos will execute the final Community Engagement Plan.	Six (6) high quality photographs of the Community Advisory Committee Meetings and virtual copies of all flyers and posters that were created.	Months 4-18	UL	SMUD	Large Planning Grant
Subtask 2.4 - Community Engagement Final Report	United Latinos will prepare and submit a report on all of the work and findings relating to community engagement of the grant.	One final Community Engagement Plan One Community Engagement Final Report	Month 20	UL	SMUD	Large Planning Grant

Governor's Office of Land Use and Climate Innovation– Extreme Heat and Community Resilience Program – Round 1
Grant Number: SPPD24159, Sacramento City Unified School District (SCUSD)

Task 3: Workforce Development (Grid)						
Subtask	Description <i>Include detail of activities or deliverables</i>	Deliverables / Milestones <i>Major outcomes and/or metrics used to demonstrate success</i>	Timeline <i>Indicate month of project that activity will take place</i>	Task Lead <i>Which project partner is responsible for this task?</i>	Partners Involved <i>If the partners are not identified include future plans to engage</i>	EHCRP Eligible Activities Addressed
Subtask 3.1 - Needs Assessment through HJHS engagement	GRID will inform and support United Latinos' community engagement efforts to identify the specific skills and knowledge gaps within the target workforce (the community surrounding Hiram Johnson High School). GRID will gain insight into the needs of HJHS and the District by engaging 3-5 SCUSD administrators and staff.	1 page results memo of the needs of the HJHS teachers, community, and district staff.	Months 1-5	GRID	SCUSD, SMUD	Large Planning Grant
Subtask 3.2 - Needs Assessment through Research	GRID will conduct a literature review to identify the specific skills and knowledge gaps within the target workforce and its relations to the target community of this project (the community surrounding Hiram Johnson High School). GRID will evaluate current "Green Jobs" workforce needs and capabilities of the Hiram Johnson High School students and community versus the skills needed for future sector-related projects or roles in Sacramento. GRID will work with and through the District's Career Technical Education Department to assess the needs and capabilities of Hiram Johnson School students.	2 page summary of the literature review and a Work Force Development Plan Outline.	Months 1-5	GRID	N/A	Large Planning Grant
Subtask 3.3 - Workforce Development Plan, Draft Creation	GRID will engage SCUSD administrators, and SMUD project team for feedback on the draft Workforce Development Plan Outline to ensure that it speaks to the identified needs and that future employees are equipped with necessary skills and knowledge to adapt to an evolving labor landscape.	One draft Workforce Development Plan	Months 5-6	GRID	SMUD, Subcontractor: AECOM	Large Planning Grant
Subtask 3.4 - Workforce Development Plan, Final Creation	The final plan will aim to prepare participants for the green economy. Strategies for training, recruitment, and professional development will be formulated to address these needs effectively. The plan will also outline timelines, budget specifics, and responsibilities for implementation. The plan may include but is not limited to School Career Day events, Green Economy Career Development workshops, resume building activities, interview skills workshops, and more to prepare young adults for successful careers. Some specific activities to prepare community members and others for highly skilled "Green Jobs" may include knowledge building of electrical engineering, microgrids, circuitry, and line worker training. Additionally, it will include evaluation metrics used to monitor progress and the effectiveness of the development initiatives. GRID will work with and through the District's Career Technical Education Department in relation to any events geared toward students.	One final Workforce Development Plan	Months 7-8	GRID	N/A	Large Planning Grant
Subtask 3.5 - Workforce Development Plan, Implementation	GRID will implement the final Workforce Development Plan.	Six (6) high quality photographs workforce development scoping meetings with community members and staff.	Months 9-20	GRID	SCUSD, SMUD	Large Planning Grant
Subtask 3.6 - Workforce Development Plan, Evaluation	GRID will evaluate the challenges and successes in implementing the Workforce Development Plan.	One Lessons learned report on the implementation and evaluation of the Workforce Development Plan	Month 21	GRID	N/A	Large Planning Grant
Subtask 3.7 - Workforce Development Final Report	GRID will prepare and submit a report on all of the work and findings relating to workforce development under the grant.	Workforce Development Final Report	Month 22	GRID	SCUSD, SMUD	Large Planning Grant
Task 4: Extreme Heat Assessments and Research (SMUD)						
Subtask	Description <i>Include detail of activities or deliverables</i>	Deliverables / Milestones <i>Major outcomes and/or metrics used to demonstrate success</i>	Timeline <i>Indicate month of project that activity will take place</i>	Task Lead <i>Which project partner is responsible for this task?</i>	Partners Involved <i>If the partners are not identified include future plans to engage</i>	EHCRP Eligible Activities Addressed
Subtask 4.1 - Kickoff and Outreach Coordination	<u>Task Kickoff</u> A one hour virtual task kick off between SMUD and AECOM to confirm scope, timeline, expectations, and research objectives. Following this meeting AECOM will create a detailed timeline with milestones and dates for draft and final deliverables. <u>Community Engagement Questions</u> AECOM will work with project partners to identify potential touchpoints with the CSR's community engagement task. The touchpoints will help inform project understanding into community vulnerabilities, needs, and preferences around heat-mitigation solutions, and will help guide strategy development. After the meeting, AECOM will draft four community engagement questions that can be incorporated by UL and GRID in community engagement and outreach activities.	One (1) virtual one-hour kick-off meeting, agenda, notes, and schedule (Draft and Final; Word and Excel) Four (4) community engagement questions (Draft and Final; Word and PDF)	Months 1-2	SMUD	Subcontractor: AECOM	Large Planning Grant

Governor's Office of Land Use and Climate Innovation– Extreme Heat and Community Resilience Program – Round 1
Grant Number: SPPD24159, Sacramento City Unified School District (SCUSD)

	<u>Confirm Data Sources</u> AECOM will review ongoing and existing research on extreme heat projections for the Sacramento region. We will leverage AECOM's ongoing climate vulnerability assessment for SMUD, as well as other completed work in the project area to efficiently evaluate future warming trends in the SCUSD area. These include the California Heat Assessment Tool (CHAT), the Capital Region Urban Heat Island Mitigation Project, and the City of Sacramento's Urban Heat Island assessment, among others. Notably, AECOM's current work for SMUD will help to identify heat vulnerabilities for electrical infrastructure under future warming conditions. Future heat trends will be assessed for a mid-century timeframe (e.g., 2030-2060) under a business-as-usual global warming scenario, which reflects best practices in adaptation planning. To identify vulnerable communities, we will coordinate with the project partners to identify their preferred methodology in alignment with the larger project. Potential methodologies include CHAT, CalEnviroScreen 4.0, Healthy Places Index, Senate Bill 535, and the California Climate Investments Priority Populations. <u>Conduct Research</u> AECOM will conduct research on how extreme heat can affect schools, infrastructure, education, youth, and communities. In combination with the confirmed data sources, this research will help identify the neighborhoods and communities in Sacramento that are likely to face more impactful vulnerabilities from extreme heat. The research will describe potential impacts from heat and highlight their key vulnerabilities. The results will be summarized in a memo.					
Subtask 4.2 - Heat Vulnerability Research		Extreme heat projections and impacts memo (Draft and Final; Word and PDF)	Months 1-4	SMUD	Subcontractor: AECOM	Large Planning Grant
	AECOM will develop an initial list of 12 strategies for the client team to review and select eight (8) strategies for additional research and development. Each of the eight selected strategies will be developed at a high-level, rather than tailored to an individual location or site. AECOM will research the likely effectiveness and describe co-benefits of each strategy, with a focus on how each relates to disadvantaged communities. Due to the complex and interactive nature of heat-mitigation strategies, effectiveness will be evaluated qualitatively and presented as order of magnitudes. Additionally, AECOM will describe each strategy's key implementation considerations, including potential timeframes, implementation steps, and the use cases or types of locations for which the strategy is best suited. To understand cost-effectiveness, AECOM will analyze rough order of magnitude (ROM) costs to implement up to three (3) strategies selected based on data availability and discussions with the project partners. For the remaining five (5) strategies, costs will be evaluated qualitatively. A technical memo will describe the methodology for cost-estimations.	Initial heat mitigation strategy matrix for twelve (12) strategies (Draft and Final; Excel) One virtual 1-hour meeting to review and discuss strategy selection, including agenda and notes (Draft and Final; Word) List of eight (8) selected strategies with ROM cost estimates to implement up to three (3) strategies, qualitative cost assessments for five (5) strategies, and a technical memo to describe methodology (Draft and Final; Excel, Word, and PDF)	Months 4-7	SMUD	Subcontractor: AECOM	Large Planning Grant
Subtask 4.3 - Evaluate Strategies						

Governor's Office of Land Use and Climate Innovation– Extreme Heat and Community Resilience Program – Round 1
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Subtask 4.4 - Final Report	AECOM will combine the outcomes of the prior subtasks into a final report that summarizes research findings from this project. The report will describe future trends in extreme heat for the SCUSD area, potential heat impacts on SCUSD facilities and infrastructure, such as SCUSD's electric bus fleet depot (depot) and district central kitchen (kitchen), and the surrounding communities. Additionally, the final report will also describe strategies that are likely to be highly effective to reduce extreme heat exposure and protect communities and facilities from extreme heat. AECOM will give one public presentation at a select SCUSD public Board of Education meeting in partnership with Recipients to share results and highlight top recommendations.	Final report (Draft and Final; Word and PDF) One presentation from AECOM to the SCUSD Board	Month 7-8	SMUD	Subcontractor: AECOM	Large Planning Grant
Task 5: Energy Resilience Design and Engineering (SMUD)						
Subtask	Description <i>Include detail of activities or deliverables</i>	Deliverables / Milestones <i>Major outcomes and/or metrics used to demonstrate success</i>	Timeline <i>Indicate month of project that activity will take place</i>	Task Lead <i>Which project partner is responsible for this task?</i>	Partners Involved <i>If the partners are not identified include future plans to engage</i>	EHCRP Eligible Activities Addressed
Subtask 5.1 - Project Management, Planning, and Scoping	Included in this Subtask is SMUD PM labor to manage progress and deliverables need to complete Task 5. The SMUD Project Manager will develop a Project Management Plan and budgets, as well as the ongoing modifications of these documents as the project progresses. Also included is project scoping ranging from early stage planning and development, through the life cycle of the Task and ensuring the development of final Design and Engineering plans/drawings and completion of all deliverables of this Task.	Project Management Plan and Monthly Meetings Development of Budgets	Months 1-2	SMUD	SCUSD	Large Planning Grant
Subtask 5.2 - Concept Development	SMUD's Distribution Planning, System Operators, Research and Development, and other groups will assess the infrastructure needs at HJHS, Central Kitchen, and potentially the Bus Depot to function as a coordinated Microgrid Resiliency Center. SMUD will use reports provided by AECOM from Task 4 and utilize data provided by previous tasks to inform needs and constraints of the community. Potential decision points include the configuration of the microgrid elements, such as solar array, battery storage system, and interconnection between the three sites.	(1) Outline for Concept Development and Feasibility Assessment	Months 1-10	SMUD	SCUSD, UL, GRID, Subcontractor: AECOM	Large Planning Grant
Subtask 5.3 - Preliminary Design and Engineering	Project Team will develop initial engineering designs and specifications for the microgrid elements, such as solar array, battery storage system, and interconnection equipment. SMUD distribution planners and designers will create draft single line diagrams to be included in a roughly 50% complete draft.	(1) 50% Complete Draft Design and Engineering Report	Months 10-12	SMUD	SCUSD	Large Planning Grant
Subtask 5.4 - Modeling and Theoretical Performance Testing	Project team will analyze the behavior of the proposed energy system under different scenarios, including extreme heat events. This will include developing models to predict system responses to disruptions, performance periods using tiered loads, assessing potential improvements, and optimizing designs for greater resilience. The results will guide final engineering decisions to ensure robust and reliable energy infrastructure.	(1) 75% Complete Report on Designs Proposed and Anticipated Performance	Months 10-12	SMUD	SCUSD	Large Planning Grant
Subtask 5.5 - Final Design and Engineering	Project Team will refine all design and engineering products and the configuration of the Microgrid Resiliency Center. This will include a final report and the potential single line diagrams of solar arrays, battery storage system, and interconnection equipment.	(1) Final Design and Engineering Report	Months 12-18	SMUD	SCUSD	Large Planning Grant

Governor's Office of Land Use and Climate Innovation– Extreme Heat and Community Resilience Program – Round 1
Grant Number: SPPD24159, Sacramento City Unified School District (SCUSD)

Attachment 3, Budget Detail Worksheet

Project Name:

Budget										
1. Applicants should fill in the cells labeled "N/A" only. Do not edit any shaded cells, headers, or cells with formulas included, specifically the entire Indirect Cap Check, "Total EHCRC Grant Funds", and "Check" columns. 2. Populate each Task from the workplan into the "Task" columns 3. Total EHCRC Grant Funds will calculate based on the "Cost per Unit" and "Number of Units". Use the "Task" columns to allocate each budget line item. The sum of the Task columns should equal the "Total EHCRC Grant Funds". 4. To add a Task Column, right click on "Task[X]", and "Insert Table Columns to the Left." This will ensure that the formulas properly extend across all tasks. 5. Cost per Unit and Number of Units may correspond to supplies, staff hours and rates, or estimated subcontracts (where the "unit" may equal "1") 6. The cells in column L will highlight red if the sum of the Tasks is different than the "Cost per Unit" x "Number of Units" 7. Cost Descriptions for personnel should clearly identify organizations and positions. For example: "City of [Example] – Outreach Specialist" 8. To view an example go to tab #6 "Example - Budget". For an explanation of "Cost Type" go to tab #7 "Reference".										
Proposal Name:	Community Solar and Resiliency Pro									
Lead Applicant:	SCUSD									
Table	Direct Costs	Indirect Costs								
Cap/Threshold	80-100%	0-20%								
Calculated	100.0%	0.0%								
Total	\$ 750,000.00	\$ -								
Cost Description	Cost Type	Cost per unit (Examples: Hourly rates, fees, etc.)	Number of Units (Example: Hours work fee cost, etc.)	Total EHCRC Funds	Task 1: Grant and Project Administration	Task 2: Community Outreach and Engagement	Task 3: Workforce Development	Task 4: Extreme Heat Assessments and Research	Task 5: Energy Resilience Design and Engineering	Total EHCRC Funds [Cross Check]
SCUSD Grant Management Costs (Unit: Hours)	Grantee Staff Costs	\$ 100.00	646	\$ 64,613.00	\$ 64,613.00	\$ -	\$ -	\$ -	\$ -	\$ 64,613.00
United Latinos Subcontractor Staff Costs	Subcontractor Staff Costs	\$ 115.00	1,000	\$ 115,000.00	\$ -	\$ 115,000.00	\$ -	\$ -	\$ -	\$ 115,000.00
GRID Alternatives Subcontractor Staff Costs	Subcontractor Staff Costs	\$ 150.00	1,000	\$ 150,000.00	\$ -	\$ -	\$ 150,000.00	\$ -	\$ -	\$ 150,000.00
Sacramento Municipal Utility District Subcontractor Staff Costs	Subcontractor Staff Costs	\$ 200.00	2,102	\$ 420,387.00	\$ -	\$ -	\$ -	\$ 99,905.00	\$ 320,482.00	\$ 420,387.00
Totals				\$ 750,000.00	\$ 64,613.00	\$ 115,000.00	\$ 150,000.00	\$ 99,905.00	\$ 320,482.00	\$ 750,000.00

Attachment 4, Invoice

Grant Admin Manager Approval

CA Governor’s Office of Planning and Research
1400 Tenth Street
Sacramento, CA 95814



ICARP GRANTEE INVOICE COVER SHEET

Invoice # _____

Contractor Name _____

Agreement Number _____

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

Invoice Period (Month, Date, Year) _____

City, State, and Zip Code _____

A. STAFF COSTS SUBTOTAL	\$
B. EXPENSES COSTS SUBTOTAL	\$
C. TOTAL	\$
D. 5% RETENTION	\$
E. TOTAL REQUESTED	\$

By my signature below, I certify that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this invoice for reimbursement, and any accompanying supporting documents, are true and correct to the best of my knowledge, and all disbursements have been made for the purposes and conditions as outlined in the Grant Agreement.

Authorized Signature _____

Date _____

Printed Name of Authorized Signature _____

Title _____

1400 Tenth Street Sacramento, CA 95814				ICARP Grants Rev 4/24		
				ICARP GRANTEE INVOICE		
Grantee Name And Address:				Agreement Number:		Invoice #:
				Invoice Period:		Terms: NET 45
COST DESCRIPTION	COST TYPE	TASK, SUB- TASK, DESCRIPTION	BUDGETED TASK AMOUNT	AMOUNT CLAIMED	TOTAL	BALANCE REMAINING
STAFF COSTS						
					\$0.00	\$ -
					\$0.00	\$ -
Grantee/Subcontractor/Co-Applicant/Partner Staff Subtotals:			\$0.00	\$0.00	\$0.00	\$ -
EXPENSES COSTS						
					\$0.00	\$ -
					\$0.00	\$ -
Project Expenses Subtotals:			\$0.00	\$0.00	\$0.00	\$ -
TOTALS						
TOTAL						\$ -
5% RETENTION						\$ -
TOTAL REQUESTED						\$ -

Cost Description	Task & Subtask	Description of Sub-Task Services Performed
		<i>Please refer to specific deliverables in the Budget and Work Plan.</i>

Attachment 5, Invoice Dispute Notification

INVOICE DISPUTE NOTIFICATION

GRANTEE ADDRESS	INVOICE DATE
	INVOICE NUMBER
	INVOICE AMOUNT
	\$
	DATE INVOICE RECEIVED
	GRANT AGREEMENT NUMBER

The invoice referenced above is disputed for the following reasons:

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

Comments:

THIS NOTIFICATION IS A FOLLOW UP TO A PHONE CONVERSATION WITH THE GRANTEE OR DESIGNEE WHOSE NAME APPEARS BELOW.

NAME	DATE OF CONVERSATION
IF YOU HAVE ANY QUESTIONS REGARDING THIS DISPUTE, CONTACT:	
NAME	TELEPHONE NUMBER (include Area Code)

Governor's Office of Land Use and Climate Innovation– Extreme Heat and Community Resilience Program – Round 1
Grant Number: SPPD24159, Sacramento City Unified School District (SCUSD)

RETURN A COPY OF THIS NOTIFICATION WITH THE
CORRECTED INVOICE TO:

STATE OF CALIFORNIA USE ONLY	
DATE DISPUTE RESOLVED	INITIALS
RESOLUTION	



MOU Tracking Form

Reference Number: MOU0000051

Date Filled Out: 12/02/2025

A Memorandum of Understanding (MOU) is used when a site or department is working with an outside organization, but no financial obligation from the district is required.

MOU Details	
School Site/Department: 0517 - HEALTH PROFESSIONS HIGH SCHOOL	MOU With: UC Merced
Period of Agreement Start Date: 01/02/2026 Period of Agreement End Date: 06/30/2026	TERM OF AGREEMENT MUST NOT EXCEED FIVE YEAR Board Approval Date: 02/05/2026
Provide a brief description of the MOU: UC Merced MOU extension request for the Spring Semester from January 2, 2026 through June 30, 2026	
This MOU consists of the following documents: 1 MOU Agreement	
Cancellation Terms: MAY BE TERMINATED AT ANY TIME WITH WRITTEN NOTICE	
Have you reviewed insurance requirements with Risk Management?	Yes
Has the scope been reviewed by Labor Relations?	Yes
Has the scope been reviewed by Legal Counsel?	Yes
Has the other party signed the MOU Agreement?	Yes
Are these services being utilized at a school?	Yes
Does this MOU require access to student and/or staff data?	No
Will the District receive any revenue as part of this MOU?	Yes
Budget Code:	Revenue Amount:

Leadership Approval and Signatures			
I have read and agree with the terms of this agreement:			
Approver:	Name:	Signature:	Date:
Dept. Manager/Principal	Holly Buckley	<i>Holly Buckley</i>	12/08/2025
IAS or Chief Name	Jerad Hyden	<i>Jerad Hyden</i>	12/08/2025
Labor Relations	Dan Schallock	<i>Dan Schallock</i>	12/18/2025
Legal Services	Utieyin Etchie	<i>Utieyin Etchie</i>	01/15/2026
Risk Management	Keyshun Marshall	<i>Keyshun Marshall</i>	01/21/2026
Purchasing/Contracts Manager	Robert Aldama	<i>Robert Aldama</i>	01/21/2026
Delegated Authorized Signer	Mary Hardin Young	<i>Mary Hardin Young</i>	01/21/2026



UNIVERSITY
OF
CALIFORNIA

First Amendment to Agency Agreement

This Amendment #1 to Agency Agreement, executed on June 2, 2025 (“Agreement”), is entered into between The Regents of the University of California (UC) and Sacramento City Unified School District.

The Parties agree to replace in 1 “Fall 2025” with “Spring 2026”.

The Parties agree to replace in 1 (c) “August 18, 2025 through December 31, 2025” with “January 2, 2026 through June 30, 2026”.

All other terms, conditions and provisions of the Agreement shall remain in full force and effect.

This Amendment is signed by the parties’ duly authorized representatives, and shall be effective as of the date of last signature below.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT		THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF ITS MERCED CAMPUS	
By:	Signed by: Mary Hardin Young 618444E325E34F2...	Anna Coffman	Digitally signed by Anna Coffman Date: 2025.11.24 09:51:55 -08'00'
Name:	Mary Hardin Young	Anna Coffman	
Title:	Deputy Superintendent	Contract Administrator	
Date:	01/23/2026	11/24/2025	



THIRD PARTY PAYMENT AGREEMENT

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF ITS MERCED CAMPUS
(UNIVERSITY OF CALIFORNIA, MERCED PROFESSIONAL AND CONTINUING EDUCATION)
AND
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
FOR ACADEMIC COOPERATION IN COLLEGE AND CAREER READINESS

The objective of this Memorandum of Understanding (MOU) is to create a college and career preparatory pathway for students in California. Thus, UNIVERSITY OF CALIFORNIA, MERCED PACE and SACRAMENTO CITY UNIFIED SCHOOL DISTRICT have agreed that in support of their mutual interests in equitable and accessible public education:

- 1) The UNIVERSITY OF CALIFORNIA, MERCED PACE will offer two (2) non-credit certificate courses, approved by the Dean of UC Merced PACE, in public health totaling eighty (80) hours of content that lead to a UC Merced PACE Certificate of Completion to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT students in Fall 2025. The terms will be as follows:
 - a) Courses will be taught by a highly qualified teacher approved by the UNIVERSITY OF CALIFORNIA, MERCED PACE. "Highly qualified" will be defined as an earned master's degree in related field, and demonstrated success of instruction, minimum of five (5) years of experience preferred. The Dean of PACE may approve exceptions to the qualifications based on justification within University policy.
 - b) Course textbooks and electronic learning materials will be the responsibility of SACRAMENTO UNIFIED SCHOOL DISTRICT and not the responsibility of UNIVERSITY OF CALIFORNIA, MERCED PACE. Costs associated with student textbooks and electronic learning materials will be the responsibility of SACRAMENTO CITY UNIFIED SCHOOL DISTRICT and not the responsibility of UNIVERSITY OF CALIFORNIA, MERCED PACE.
 - c) Courses will be offered beginning August 18, 2025 through December 31, 2025 at the following structure:
 - (1) PH 823.1 Role of a Community Health Worker – 9 weeks
 - (2) PH 823.2 Skills and Competencies of a CHW – 9 weeks
 - d) Courses will be offered as distinct and independent elective class sections [hereafter, "electives"] to a maximum of thirty (30) students in good academic standing per section. It is at the discretion of SACRAMENTO CITY UNIFIED SCHOOL DISTRICT in determining good academic standing of each student.
 - e) UNIVERSITY OF CALIFORNIA, MERCED PACE holds full discretion to cancel a course at any time for reasons due to not meeting student enrollment requirements.
 - f) Student completion of the electives will result in transferable undergraduate academic credit. Institutions of higher education are sovereign in their decisions to confer transfer credit. Students will receive a distinct and independent grade for the course. Student completion of the elective will not constitute admission, matriculation, or promise of early admission to any degree program at the UNIVERSITY OF CALIFORNIA, MERCED or other institutions of higher education.
- 2) The financial terms of the third-party payment agreement will be as follows:
 - a) UNIVERSITY OF CALIFORNIA, MERCED PACE will provide a reservation ticket number and course registration instructions to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT for up to 30 student seats. UNIVERSITY OF CALIFORNIA, MERCED PACE will reserve the above listed number of student seats until the course start date.

- b) SACRAMENTO CITY UNIFIED SCHOOL DISTRICT will provide UNIVERSITY OF CALIFORNIA, MERCED PACE with compensation in the amount of \$400 per student enrolled.
 - c) UNIVERSITY OF CALIFORNIA, MERCED PACE will provide SACRAMENTO CITY UNIFIED SCHOOL DISTRICT with an invoice in the specified amount above upon execution of this agreement.
- 3) SACRAMENTO CITY UNIFIED SCHOOL DISTRICT shall defend, indemnify, and hold UNIVERSITY OF CALIFORNIA, MERCED, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Memorandum of Understanding but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, its officers, employees or agents. UNIVERSITY OF CALIFORNIA, MERCED shall defend, indemnify, and hold SACRAMENTO CITY UNIFIED SCHOOL DISTRICT its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Memorandum of Understanding but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UNIVERSITY OF CALIFORNIA, MERCED, its officers, employees or agents.

The aim of this Memorandum of Understanding shall be to maximize student success, retention, readiness for college, and preparation for gainful employment. The collaboration shall be subject to periodic review by both parties. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT shall not hold UNIVERSITY OF CALIFORNIA, MERCED PACE liable for any damage that is caused, whether directly or indirectly. UNIVERSITY OF CALIFORNIA, MERCED PACE shall not hold SACRAMENTO CITY UNIFIED SCHOOL DISTRICT liable for any damage that is caused, whether directly or indirectly. This agreement will take effect August 2025 and shall be valid until the termination date of July 2026 unless sooner terminated, revoked or modified by mutual written agreement between the parties, and may be extended by mutual written agreement. Either party may terminate this Memorandum of Understanding at any time by the provision of four weeks written notice to the other party.

---- signatures to follow ----

4) SIGNATURES

Signed for, and on behalf of
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF ITS MERCED CAMPUS

Anna Coffman Digitally signed by Anna Coffman
Date: 2025.05.30 09:34:05 -07'00'

5/30/2025

Representative of UC Merced Procurement

Date



6/3/25

— Annette Roberts Webb, Dean of UC Merced PACE

Date

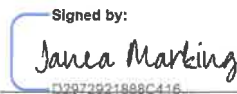
Signed for, and on behalf of
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Janea Marking, Chief Business & Operations Officer

06/02/2025

Print Name

Date

Signed by:

02972921888C416

Signature



AFFILIATION AGREEMENT COUNSELING PROGRAMS

This AFFILIATION AGREEMENT ("Agreement") effective the 14th day of November 2025 is made and entered by and between The University of Phoenix, Inc., an Arizona for profit corporation, hereinafter referred to as the "University" and Sacramento City Unified School District, an entity domiciled in the State of California referred to as the "Agency."

PART I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide Educational Experiences at the Agency under the supervision of an Agency Supervisor provided by the Agency for Students enrolled in the University's Counseling Programs.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, Agency and University agree as follows:

PART II. DEFINITIONS

1. **Agency Supervisor** shall mean the designated, qualified agency professional who works for the Agency (as an employee or independent contractor) and who will mentor and supervise the Student according to the educational guidelines provided by the University. Agency supervisor must meet all state requirements including licensure and requisite experience, and industry standards as a counseling supervisor.
2. **University Representative** shall mean the member of the University faculty or Administration designated by the University who coordinates a Student's Educational Experience.
3. **University Personnel** shall mean employee and other agents of the University, including, but not limited to, the University's Representative and faculty members associated with evaluation of the Student's Educational Experience.
4. **Student** shall mean the individual enrolled in the University's Counseling Program who is participating in his/her Educational Experience.
5. **Client** shall mean the individuals to whom Agency provides its services in the course of its operations.
6. **Agency** shall mean the social service agency, clinic, or mental health office or facility where the Student will participate in his/her Educational Experience under the supervision of the qualified Agency Supervisor.
7. **University** shall mean the University of Phoenix.
8. **Educational Experience** shall mean that portion of the Counseling Program in which the Student receives training under the supervision of the qualified Agency Supervisor.

PART III.
RIGHTS AND OBLIGATIONS OF THE UNIVERSITY

1. **Responsibility for Educational Experience.** University is responsible for providing educational programs accredited by appropriate agencies that include the Educational Experience; and for determining the hours, standards, administration, matriculation and promotion of the Educational Experience. University is responsible for the selection, testing, placement, and/or removal, and final grading of each Student placed with the Agency.
2. **Student Placements.** University will plan with the Agency, in advance, its schedule of Student placement to the designated areas, including dates and numbers of Students.
3. **Advise Students of Their Obligations.** University agrees to inform Students that Students shall be responsible for following Agency regulations, policies, and procedures.
4. **Program Objectives and Program Handbook.** University agrees to provide to Agency a copy of the course objectives and skills checklist (if appropriate) for the Educational Experience and a copy of the appropriate Program Handbook.
5. **Health and Onboarding Requirements.** Participating University Personnel and Students shall comply with the minimum lawful health standards set forth in writing by the Agency and provided to the University. Students shall also satisfy any Agency-required onboarding screenings, including background checks and fingerprinting. All required health and onboarding documentation shall be submitted directly to the Agency by the Student as a condition of placement.
6. **Availability of University Personnel.** University shall ensure that University Personnel are reasonably available to the Agency for consultation during a Student Educational Experience in a manner that is acceptable to both parties. University shall designate a University Representative and shall give Agency notice of the name of the University Representative.

PART IV.
RIGHTS AND OBLIGATIONS OF AGENCY

1. **Learning Experiences.** Agency agrees to cooperate with University in providing learning experiences for Students that meet State agencies' standards and the standards of professional accrediting agencies as provided by the stated objectives of the University's Educational Experiences. Agency will effectively facilitate the Students' learning process, including the ability to allow audio/video recording with client permission, and in addition to the development of individual counseling skills, opportunities to lead a counseling or psychoeducational group.
2. **Supervision.** Agency agrees that all Educational Experiences will be under the supervision of a qualified Agency Supervisor, who meets all state requirements including licensure and requisite experience, and industry standards as a counseling supervisor. Agency shall provide an Agency Supervisor and other personnel approved by the Agency to supervise Students. The Agency Supervisor will be the resource person for the Students in the educational setting and will: (a) supervise and observe the Educational Experience of the Student; (b) instruct the Student regarding all applicable Agency policies and programs; (c) facilitate adequate exchange of information between University Personnel and Agency staff; (d) instruct Students regarding changes in Agency regulations, policies and procedures; and (e) sign a Supervisor/Student contract provided by the University. University may request the removal and replacement of an Agency Supervisor for reasonable cause. Agency agrees to remove and replace an Agency Supervisor within five (5) days of University's written request.

3. **Notice of Changes in Health Standards.** Agency shall promptly provide to University written notice of any changes in Agency's minimum health standards for Students participating in the Educational Experience at the Agency.
4. **Compliance with Agency Policy and Procedures.** Students are subject to the authority, policies, and regulations of the University, provided, however, that during the Educational Experience Students also are subject to applicable Agency regulations, policies, and procedures. Agency agrees to provide to University Personnel and Students the Agency's policies, procedures and other relevant materials that will allow Students to safely and effectively participate in the treatment of Agency clients. Agency policies, procedures, and/or regulations will govern in the event that such policy, procedure, and/or regulation conflicts with a University policy, procedure and/or regulation until such time as the parties develop a mutually agreeable policy, procedure and/or regulation.
5. **Access to Library Facilities.** If applicable, Agency shall permit Students access to library facilities available to Agency personnel. Students may not remove materials from the Agency without appropriate approval.
6. **Client Care.** Agency understands and agrees that it is solely responsible for providing counseling services for all of its clients including those clients involved in the Educational Experience with Students. Agency shall not approve or allow any direct, hands-on client care by any Student without the approval and consent of the client and unless said care is provided under the direct supervision of the Agency Supervisor and in conformance with all applicable laws, rules, regulations, statutes, ordinances, and policies. Agency shall be responsible for providing adequate staffing necessary to maintain the highest level of quality client care.
7. **Place of Direct Service Delivery.** Agency understands and agrees that direct service to Clients includes face-to-face interactions between the Student and Client under the supervision of a qualified Agency Supervisor. Client services may be located at an Agency's location, clinic, hospital, care facility, or a client's home. If Client services are to be provided in-home, the Agency agrees to make the Student's Educational Experience safe by implementing formalized written policies and procedures that at a minimum include: (i) Student training on in-home services; (ii) providing check-in/check-out procedures, which includes a written log for verification and compliance, for students after each in-home service; (iii) a process for Client screening and pre-approval for in-home services; (iv) inclusion of an accompanying Agency Supervisor or a qualified licensed mental health professional from the Agency to all in-home sessions; and (v) permitting mobile phone use. Under no circumstances should Students be providing any in-home services without an Agency Supervisor. Agency must provide to the Student all written policies and procedures and all applicable training prior to the Student providing in-home services. The Student must sign a statement of acknowledgement indicating receipt of the Agency's written policies and procedures and all applicable training to be provided to the supervising University faculty member prior to engaging in the practice of in-home services. Agency shall be responsible for any claims or damages brought by any Student, Client or third party arising out of in-home care.
8. **Non-Liability of University.** Agency shall be solely responsible for counseling services rendered by individuals who contract with the Agency (either as employees or as independent contractors). Agency will assume and maintain sole and complete control and supervision over all its administrative and staff personnel. University shall not be liable for any claims or damages arising from any Client care provided by Agency, including all in-home counseling services, whether or not Students have participated in the care at issue in the claim or suit.

9. **Inspection for Accreditation.** Agency shall, upon reasonable request, permit the University or its accrediting agencies to inspect Agency facilities, records and other items pertaining to the educational program.
10. **Student Progress.** Agency agrees to submit to University an evaluation, according to the guidelines provided by the University, of each Student's performance during the Educational Experience.
11. **Removal from Premises.** Agency shall retain the right, in its sole discretion, to request the removal from Agency premises of any University Personnel or Students and such individuals shall promptly and without protest leave any area whenever requested to do so by the Agency.
12. **Inspection for Quality Assurance.** Agency shall, upon reasonable request, permit the University or its accrediting agencies to inspect Agency facilities, records, and other items pertaining to the Educational program.

PART V. TERM OF AGREEMENT

1. **Term.** This Agreement shall become effective on November 14, 2025 and shall remain in effect until terminated by either party in accordance with this section. Either party may terminate this Agreement without cause by giving thirty (30) days prior written notice to the other party of its intention to terminate. Notwithstanding any such termination, all Students already enrolled in and participating in the Educational Experience at the time of the notice of termination shall be given a period of time not to exceed six (6) months from the date of the notice of termination during which to complete the current course in their Educational Experience at Agency.
2. **Request for Withdrawal of Unsatisfactory Students.** Agency may request that the University withdraw from the Educational Experience any Student: (a) whose conduct or appearance inhibits desirable relationships within Agency, (b) whose health status is a detriment, despite a reasonable accommodation, to the Student's successful completion of the Educational Experience, or (c) whose performance after appropriate instruction and counseling continues to fall below the level required to maintain appropriate practice standards. University agrees to withdraw such Student at the Agency's request.

PART VI. RECORDS

1. **Confidentiality of Student Records.** Agency shall keep confidential and shall not disclose to any person or entity (a) Student applications; (b) Student health records or reports; and/or (c) any student records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 123G, concerning any Student participating in the Educational Experience, unless such disclosure is authorized by the Student or is ordered by a court of competent jurisdiction. Agency shall adopt and enforce policies and procedures necessary to protect the confidentiality of Student records as defined herein.
2. **Maintenance of Records.** University will maintain documentation on each Student's Educational Experience for a period of at least six (6) years after said Student has completed his/her Educational Experience.
3. **Confidentiality of Client Records.** University shall direct Students and University Personnel to respect the confidential nature of all health or personnel information relating to the Agency. The University shall advise all Student and University Personnel of the importance of complying with

all relevant state and federal confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), to the extent applicable.

PART VII.

INDEMNIFICATION

1. **Indemnification.** University (the "Indemnifying Party") shall indemnify, hold harmless, and, at the request of Agency, defend Agency (the "Indemnified Party") from and against any and all claims, losses, liabilities, costs, and expenses including reasonable attorney's fees, established by judgment or alternative resolution award (collectively referred to as "Claims"), arising from (a) any material breach of any provision of this Agreement or (b) the negligence or willful misconduct in the performance of obligations hereunder by the Indemnifying Party or any employee, agent, or other representative of the Indemnifying Party.
2. **Indemnification.** Agency (the "Indemnifying Party") shall indemnify, hold harmless, and, at the request of University, defend University (the "Indemnified Party") from and against any and all Claims arising from (a) any material breach of any provision of this Agreement; (b) the negligence or willful misconduct in the performance of obligations hereunder by the Indemnifying Party or any employee, agent, or other representative of the Indemnifying Party; (c) any third party claim arising out of client in-home services.
3. **Mutual Cooperation.** University and Agency shall provide prompt notification to one another and, to the extent allowed by law, shall reasonably cooperate with one another in the defense of, any lawsuits, claims, or threatened claims that pertain to services provided pursuant to this Agreement.

PART VIII.

INSURANCE

1. **University and Agency Insurance.** University and Agency each shall maintain, as a minimum, Commercial General Liability Insurance written on an occurrence basis with insurance companies acceptable to the other party for limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, as assurance of its accountability for any such losses, claims, liabilities, or expenses.
2. **Student Insurance.** The University requires each Student assigned to the Agency to provide evidence of professional liability insurance coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
3. **Evidence of Coverage.** Upon written request, any party shall provide the other party with a certificate evidencing such insurance coverage.
4. **Self Insurance.** All insurance required by University to be maintained hereunder may be provided under: (a) an individual policy; (b) a blanket policy or policies which may include other liabilities, properties and locations of University or its affiliates; (c) a plan of self-insurance, provided that University or any guarantor of University's obligations under this Agreement maintains, during the period of such self-insurance, a net worth of at least Fifty Million Dollars (\$50,000,000); or (d) a combination of any of the foregoing insurance programs. To the extent any deductible is permitted or allowed as a part of any insurance policy carried by University in compliance with this section, then University shall be deemed to be covering the amount thereof under an informal plan of self-insurance;

PART IX.

REPRESENTATIONS AND WARRANTIES

1. Each party to this Agreement represents and warrants that (i) it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby applicable to it; and (ii) it has taken all action necessary to authorize the execution, delivery and performance of this Agreement, and this Agreement has been duly executed and delivered to such party.

PART X. **GENERAL TERMS AND CONDITIONS**

1. **Student and University Personnel Status.** This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, landlord/tenant, or association between the University and the Agency and their employees, Students, or agents, but rather is an agreement by and between two independent contractors. Each Student is placed with the Agency to receive Educational Experience as part of his/her academic curriculum; duties performed by a Student are not performed as an employee of Agency but rather in fulfillment of the academic requirements of his/her Educational Experience and are performed exclusively under direct supervision by Agency personnel. To the extent allowed under state law, neither the Agency nor the University is required to provide workers' compensation coverage for the Students participating in the Clinical Educational Experience. University acknowledges that nothing in this Agreement shall be construed to confer any right upon the University or University Personnel to participate in, control, or direct operations at the Agency.
2. **Employment of Student by Agency.** If a Student is also an employee of Agency, such employment shall be separately negotiated by Agency and each Student. The parties agree that a Student cannot earn hours toward his/her Educational Experience during the same hours he/she is working as an Agency employee and must have a different supervisor during the Educational Experience.
3. **Non-Discrimination.** Each party shall be separately responsible for compliance with all laws, including anti-discrimination laws, which may be applicable to their respective activities during the Educational Experience.
4. **Accreditation, Licensing and Credentials.** Each party to this Agreement shall be responsible for accreditation, licensing, and credentials of its entities and employees, as applicable, and each party agrees to furnish to the other evidence of such accreditation, licensing and credentials upon written request by the other.
5. **No Compensation for Services** Each party shall pay all of its own costs associated with its participation in the Educational Experience, and supervisors may not charge the Student for their services.
6. **Interpretation.** This Agreement constitutes the entire agreement as to the rights and obligations of the parties hereto and supersedes all prior and contemporaneous agreements and undertakings of the parties pertaining to the referenced subject matter.
7. **Amendment and Assignment.** Mutually agreed upon amendments to this Agreement may be made at any time, provided, however, that any amendments, modifications, or alterations shall be made only in writing and shall become effective only upon the written approval of both the Agency and the University. The parties may assign this Agreement and any of its rights and/or obligations hereunder without the consent of the other party.

8. **Waiver.** No waiver of any breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.
9. **Severability.** In the event that any provision of this Agreement shall be held void, voidable, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.
10. **No Establishment of Third-Party Rights.** This Agreement is not intended to create any rights or interests for any other person or entity other than the Agency or the University.
11. **Applicable Law.** This Agreement will be governed by the laws of the State of Arizona and shall in all respects be interpreted, enforced, and governed by Arizona laws.
12. **Disputes.** In the event a controversy, claim or dispute ("Dispute") arising out of or relating to this Agreement arises between the Parties, either Party may request by notice to the other Party that the dispute be escalated to the Parties' respective senior management personnel. Upon request, each Party's respective senior management personnel will conference by telephone or in person with the other Party's senior management personnel within a reasonable period of time not to exceed fifteen (15) calendar days of such notice to determine if the dispute may be resolved. If such senior management personnel are unable to resolve the dispute within thirty (30) calendar days of such meeting, either Party may resort to alternate dispute resolution such as mediation or otherwise seek recourse from the courts. Either Party may seek injunctive or other urgent equitable relief at any time.
13. **Counterparts and Electronic Signatures.** The Agency and the University may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. This Agreement may be executed by facsimile or PDF. Said facsimile or PDF shall be deemed an original and fully enforceable and admissible in any legal proceeding. Delivery of an executed counterpart signature page by facsimile or PDF is as effective as executing and delivering this Agreement in the presence of the other party to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other party(ies). In proving this Agreement, the Agency or the University must produce or account only for the executed counterpart of the party to be charged.

Notwithstanding the foregoing, the Agency and the University may consent to the use of electronic signatures for the purpose of executing this Agreement by email or other electronic means, subject to compliance with any applicable laws, rules or regulations. Any such documents that are delivered electronically and accepted are deemed to be "in writing" to the same extent and with the same effect as if the Agreement had been signed manually. In no event will electronic execution expand such assent to include any terms other than those explicitly set for in this Agreement.
14. **Notices.** Any notice given under this Agreement may be given by personal delivery, overnight air express, email, or certified United States mail. Notice shall be deemed to be given (a) upon actual receipt; (b) upon delivery confirmation if by email; or (c) five (5) business days after mailing, if the notice is by United States mail, return receipt requested. Notice under this Agreement shall be given to the parties at the following addresses or to such other persons or places as either party may from time to time designate by written notice to the other party.

If to the University: University of Phoenix
 College of Social and Behavioral Sciences
 4035 S. Riverpoint Parkway
 Phoenix, AZ 85040

With a copy to: University of Phoenix

University Legal Services
4035 S. Riverpoint Parkway
Phoenix, AZ 85040

If to the Agency Mailing Address:

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

Agency Physical Address: Same

Additional Location(s) (If Applicable):

All SCUSD administrative and school sites

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first subscribed above.

UNIVERSITY:

Signature

Christina Neider or University Representative

Name

Dean, College of Social and Behavioral Sciences

Title

602-557-3002

Phone

Date

Christina.Neider@phoenix.edu

E-Mail address

AGENCY:

Signed by:


618444F325E34F2...

Signature

[Mary Hardin Young](#)

Name (Print or Type)

[Deputy Superintendent](#)

Title

[\(916\) 643-9055](#)

Phone

Fax

01/23/2026

Date

mary-hardinyoung@scusd.edu

E-Mail address



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS 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 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 Cobbs, Allen & Hall, Inc. 115 Office Park Drive Birmingham AL 35223	CONTACT NAME: Kelly McLamb PHONE (A/C, No, Ext): 205-874-1283 E-MAIL ADDRESS: kmclamb@cacgroup.com FAX (A/C, No): 205-414-8105														
INSURED University of Phoenix, Inc Apollo Education Group, Inc 4035 S. Riverpoint Pkwy Phoenix AZ 85040	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Everest Reinsurance Company</td> <td>26921</td> </tr> <tr> <td>INSURER B : Everest Indemnity Insurance Co</td> <td>10851</td> </tr> <tr> <td>INSURER C : Everest National Ins. Co.</td> <td>10120</td> </tr> <tr> <td>INSURER D : Lexington Insurance Co.</td> <td>19437</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest Reinsurance Company	26921	INSURER B : Everest Indemnity Insurance Co	10851	INSURER C : Everest National Ins. Co.	10120	INSURER D : Lexington Insurance Co.	19437	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

 License#: 79319
 APOLEDU-01

COVERAGES

CERTIFICATE NUMBER: 1267341962

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Sexual Abuse & ☐ Molestation(SAM) GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			RM8GL00001251	9/1/2025	9/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 SAM LIMIT \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS			RM8CA00003251	9/1/2025	9/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$			XW3EX00230251	9/1/2025	9/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	RM8WC00004251 RM8WC00005251 RM8WC00047251	9/1/2025 9/1/2025 9/1/2025	9/1/2026 9/1/2026 9/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Healthcare Prof. Liab. Excess Healthcare Prof. Liab.			6798371 6798372	9/1/2025 9/1/2025	9/1/2026 9/1/2026	Per Claim/Aggregate \$1,000,000 Per Claim/Aggregate \$4,000,000

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

Students and Interns are included in the Health Care Professional Liability Policy.
 Certificate holder shall be additional insured as respects General Liability and Auto Liability as required by written contract.
 Waiver of Subrogation applies in favor of certificate holder as respects General Liability, Auto Liability and Workers Compensation as required by written contract. Subject to policy terms, conditions, and exclusions

CERTIFICATE HOLDER

CANCELLATION

Sacramento City Unified School District
 5735 47th Avenue
 & all administrative and school sites
 Sacramento CA 95824
 USA

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

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ACORD 25 (2014/01)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE



MOU Tracking Form

A Memorandum of Understanding (MOU) is used when a site or department is working with an outside organization, but no financial obligation from the district is required.

MOU Details	
School Site/Department: 0746 - COUNSELING SERVICES	MOU With: Point Loma Nazarene School of Education
Period of Agreement Start Date: 08/05/2025 Period of Agreement End Date: 08/04/2030	TERM OF AGREEMENT MUST NOT EXCEED FIVE YEAR Board Approval Date: 02/05/2026
Provide a brief description of the MOU: SCUSD counselors provide educational development and fieldwork experience to university students for curriculum requirements.	
This MOU consists of the following documents: 1 MOU Agreement 1 Certificate of Insurance	
Cancellation Terms: MAY BE TERMINATED AT ANY TIME WITH WRITTEN NOTICE	
Have you reviewed insurance requirements with Risk Management?	No
Has the scope been reviewed by Labor Relations?	No
Has the scope been reviewed by Legal Counsel?	No
Has the other party signed the MOU Agreement?	Yes
Are these services being utilized at a school?	Yes
Does this MOU require access to student and/or staff data?	Yes
Will the District receive any revenue as part of this MOU?	No
Budget Code:	Revenue Amount:

Leadership Approval and Signatures			
I have read and agree with the terms of this agreement:			
Approver:	Name:	Signature:	Date:
Dept. Manager/Principal	Christina Espinosa	<i>Christina Espinosa</i>	08/25/2025
IAS or Chief Name	Mary Hardin Young	<i>Mary Hardin Young</i>	08/25/2025
Labor Relations	Dan Schallock	<i>Dan Schallock</i>	12/05/2025
Legal Services	Nia Franklin	<i>Nia Franklin</i>	01/12/2026
Risk Management	Keyshun Marshall	<i>Keyshun Marshall</i>	01/14/2026
Purchasing/Contracts Manager	Robert Aldama	<i>Robert Aldama</i>	01/15/2026
Delegated Authorized Signer	Mary Hardin Young	<i>Mary Hardin Young</i>	01/15/2026

**POINT LOMA NAZARENE UNIVERSITY
SCHOOL OF EDUCATION**

Fieldwork Placement Agreement with Cooperating School District

This Fieldwork Placement Agreement (“Agreement”) is entered into between Point Loma Nazarene University (“PLNU” or “University”) and **Sacramento City Unified School District** (the “District”).

Whereas, the University's curriculum requires its Pupil Personnel Services (PPS)/ Counseling Credential candidates to complete a fieldwork experience working under the supervision of a University site supervisor (“collectively, "Fieldwork Candidates"");

Whereas, the District wishes to aid in the educational development of the University’s Fieldwork Candidates and is willing to make its premises, faculty, staff, and students available for fieldwork practice; and

Whereas, the parties wish to document the guidelines, policies, and procedures for the placement of the University Fieldwork Candidates completing fieldwork experiences within the District;

Now, therefore, the parties agree as follows:

I. General Terms

- A. The District will accept Fieldwork Candidates for fieldwork practice for the times and durations set forth by the University and agreed to by the District. The District reserves the right to accept only the number of Fieldwork Candidates it deems to be feasible in light of available District staff at any given time.
- B. The Fieldwork Candidate’s duties may include, but are not limited to, development, planning, implementation, and evaluation of school counseling and guidance programs that include academic, career, personal, social and emotional development. Assisting in advocacy for the high academic achievement and social development of all students. Assisting in the development of schoolwide prevention and intervention strategies and counseling services. Assisting in the provision of consultation, training, and staff development to teachers and parents regarding students’ needs. Assisting in the implementation of a district-approved advisory program as described in California Assembly Bill 2508.
- C. Fieldwork Candidates are required to follow the academic calendar of the District.
- D. The District shall appoint a credentialed Counselor to supervise each Fieldwork Candidate (“District Site Supervisor”). District Site Supervisors shall meet the following criteria:
 - 1. The District Site Supervisor shall be a full-time member of the District.
 - 2. The District Site Supervisor must have a minimum of 3 years counseling experience and have been employed by the District for at least one year.
 - 3. The District Site Supervisor must hold a valid PPS credential.

4. The District Site Supervisor must approve of having a Fieldwork Candidate assigned to them.
 5. The District Site Supervisor must meet all requirements of applicable credentialing agencies, including the California Commission on Teacher Credentialing (“CTC”).
- E. The University’s Dean of the School of Education shall also designate an appropriate person to supervise the Fieldwork Candidate (the “PLNU Site Supervisor”) in accordance with all CTC requirements. The PLNU Site Supervisor will guide, counsel, instruct, and supervise Fieldwork Candidates. The PLNU Site Supervisor’s major responsibilities include, but are not limited to:
1. Conferencing with District Site Supervisors to whom the Fieldwork Candidates are assigned about the expectations of the University and District.
 2. Providing the District Site Supervisor with University resources for supervising a Fieldwork Candidate.
 3. Serving as the first point of contact for the University.
 4. Monitoring the Fieldwork Candidate’s progress.
 5. Observing, critiquing, and conferencing with the Fieldwork Candidate at least three times during the Fieldwork placement.
 6. Providing frequent feedback to the Fieldwork Candidate and District Site Supervisor regarding progress, problems, and recommendations.
 7. Being available to address the needs of both the Fieldwork Candidate and the District Site Supervisor.
 8. Following consultation with the District Site Supervisor, issuing a final grade to the Fieldwork Candidate.
- F. To the extent permitted by Federal, State, and local laws and regulations, and in a manner consistent with the District’s confidentiality requirements and policies, the District shall allow the Fieldwork Candidate access to information, including relevant documentation and reports.
- G. Fieldwork Candidates shall not be considered employees of the District and are not covered by any District compensation program or other insurance.

II. Removal of Fieldwork Candidates

The District will notify the University in writing, prior to taking any action against a Fieldwork Candidate regarding any concerns or complaints about a Fieldwork Candidate’s performance or unsatisfactory conduct in the field placement. In such cases, the District will cooperate with the University to address the issues, including without limitation steps to further train the Fieldwork Candidate and remediate the concerns. Except in circumstances where a Fieldwork Candidate presents an immediate threat to the health and safety of the District’s students or personnel, the

District shall not remove a Fieldwork Candidate from its facilities or fieldwork without engaging in the process described above.

III. FERPA

Prior to the start of their placement, the University shall provide training to Fieldwork Candidates concerning the Family Educational Rights and Privacy Act of 1974, as amended (“FERPA”) and its implementing regulations. As part of this training, the University shall instruct Fieldwork Candidates about their legal obligation to comply with FERPA and its implementing regulations with respect to confidential information the Fieldwork Candidate encounters during his/her fieldwork placement.

IV. Background Checks

For each Fieldwork Candidate, the University shall cause to be performed a criminal background check that complies with the minimum requirements set by the State of California. Prior to a Fieldwork Candidate beginning their field experience, the University shall review the results and exclude from participation any candidate whose background check would preclude the candidate from serving in the planned field experience. Additionally, all Fieldwork Candidates will be required to obtain and maintain a valid and current Certificate of Clearance from the CTC before beginning their field experience and for the duration of their field experience.

V. Non-Discrimination

The parties agree that neither will unlawfully discriminate in the selection of, or acceptance or participation by, any Fieldwork Candidate pursuant to this Agreement on the basis of race, creed, color, national origin, religion, sex, disability, age, veterans’ status, marital status, citizenship, or any other characteristic protected by law.

VI. Compliance with Other Laws

The University and District shall comply with all Federal, State, and local laws and regulations that are applicable to the subject matter of this Agreement.

VII. General Liability Insurance

Both parties shall maintain in force during the term of this Agreement, bodily injury, property damage, and professional liability insurance, with coverage of at least \$1,000,000 per occurrence and an annual aggregate of \$3,000,000 per occurrence, insuring itself and its agents and employees for their acts, failures to act, or negligence rising out of, or caused by, the activity which is the subject of this Agreement. Each party will provide the other proof of such insurance upon request.

VIII. Mutual Indemnification

Each party shall indemnify, defend and hold harmless the other party, the other party’s affiliates, and their respective trustees, directors, officers, employees, students, faculty, agents, representatives, successors and assigns (collectively “Indemnified Parties”) against all damages, claims, actions, liabilities, losses and other expenses, including without limitation reasonable attorney's fees, expert witness fees, consultant fees and other costs, incurred by or asserted against Indemnified Parties, whether or not a lawsuit or other proceeding is filed (“Claims”), that in any way arise out of or relate to (a) the indemnifying party’s acts, omissions, negligence or willful

misconduct with respect to its performance under this Agreement; and/or (b) the indemnifying party's non-compliance with any applicable Federal, State or local laws, rules or regulations with respect to its performance under this Agreement; provided, however, that an indemnifying party's indemnity hereunder shall not apply or extend to any acts or omissions of the other party or its representatives.

IX. Applicable Law

This Agreement shall be governed by and construed in accordance with the law of the State of California.

X. Severability

In the event any provision of this Agreement is held by a court to be illegal, void, or otherwise unenforceable, all other provisions of this Agreement shall continue in full force and effect to the maximum extent permitted by law.

XI. Term/Termination

The initial term of this Agreement will be for three (3) academic years and shall extend from **March 13, 2025 through August 31, 2028**. This Agreement may be extended for successive one (year) academic year periods by mutual written consent of the parties.

Either party may terminate this Agreement, with or without cause, by providing 60 days' written notice to the other party. However, in the event either party terminates the Agreement, Fieldwork Candidates that have already been placed shall be permitted to complete their placement unless the Fieldwork Candidate is otherwise removed pursuant to Section II of this Agreement.

XII. Additional Terms

- A. This Agreement is not intended to create any rights or interests for any other person or entity other than the University or District.
- B. Neither party may assign this Agreement, nor the duties and responsibilities contained herein, without the prior written consent of the other party.
- C. The University and District are independent entities and neither shall have, nor exercise, any control over the means, manner, or method by which the other performs its obligations under this Agreement. Nothing in this Agreement is intended or shall be construed to create an agency relationship, employment relationship, or joint venture between the parties. Neither party may use the other's name in a manner that is reasonably likely to suggest that the two are related without first obtaining the written consent of the other party. Furthermore, neither party intends for this Agreement to alter in any way their respective rights or their legal obligations.
- D. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications, negotiations, and agreements, written or oral, regarding the subject matter hereto. No modification of or amendment or waiver to this Agreement will be effective unless in writing and signed by each of the parties.

- E. Failure by either party at any time to require strict performance of any provision of this Agreement shall not constitute a waiver of that provision nor in any way limit enforcement of the provision. [signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

For Point Loma Nazarene University:

Name: G. James Daichendt, Ed.D.
Title: Provost and Chief Academic Officer
Address: Point Loma Nazarene University
3900 Lomaland Dr.
San Diego, CA 92106


Authorized Signature

Date: 8/5/2025

PLNU Contact:

Name: Deborah E. Erickson, Ed.D.
Title: Dean, School of Education
Address: Point Loma Nazarene University
4007 Camino Del Rio South, Suite 400
San Diego, CA 92108

For the District:

Name (Print): Sacramento City Unified School District, Mary Hardin Young

Address (Print): 5735 47th Avenue, Sacramento CA 95824

Title: Deputy Superintendent


Authorized Signature

Date: 01/15/2026



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS 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 Arthur J. Gallagher Risk Management Services, LLC 500 N Brand Boulevard, Suite 100 Glendale CA 91203	CONTACT NAME: Alyssa Best PHONE (A/C, No, Ext): 818-539-1288 FAX (A/C, No): 818-539-2301 E-MAIL ADDRESS: Alyssa_Best@ajg.com														
INSURED Point Loma Nazarene University 3900 Lomaland Drive San Diego CA 92106	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: United Educators Ins, a Reciprocal Risk Retention</td> <td style="text-align: center;">10020</td> </tr> <tr> <td>INSURER B: The Travelers Indemnity Company of CT</td> <td style="text-align: center;">25682</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: United Educators Ins, a Reciprocal Risk Retention	10020	INSURER B: The Travelers Indemnity Company of CT	25682	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

 License#: 0D69293
 POINLOM-01
COVERAGES**CERTIFICATE NUMBER:** 1268854688**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR Deduct: \$10,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			N68-37P	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			810-4W733018-25-14-G	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Subject to all policy terms, conditions and exclusions. Certificate Holder is included as an Additional Insured for General Liability coverage as required by virtue of a written contract or agreement and to the extent insurable as respects their interest in the operations of the Named Insured.

CERTIFICATE HOLDER**CANCELLATION**
 Sacramento City Unified School District
 5735 47th Ave.
 Sacramento CA 95824-4528

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

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Purchasing Services
5735 47th Avenue,
Sacramento, CA 95824
(916) 643-9460

January 14, 2026

Lisa Grant-Dawson, Chief Business and Operations Officer
Robert Aldama, Purchasing Manager II

Notice of Intent to Award
Bid #26-0824
Industrial Floor Cleaning Machines

This Bid was lawfully advertised on December 19, and December 23, 2025.

On January 13, 2026, at 2:00 p.m., the Sacramento City Unified School District ("District") opened responsive electronic bid submissions via Planet Bids in response to Bid #26-0824 from the following Entities:

MoeClean, LLC, Auburn CA
Blue Group, LLC, Twin Falls, ID

Please take notice, that pursuant to the General Conditions stated in the Bid, issued by the District in connection with the above referenced solicitation, this shall constitute the District's **Notice of Intent to Award Bid #26-0824, in the amount of \$230,860.00** (plus sales tax) **to MoeClean, LLC** as the lowest responsible and responsive bidder for all products and conditions specified in the Bid.

Approval of the Award will be considered by the District's Board of Education at the anticipated **February 5, 2026**, Board of Education meeting.

The District may, in its sole discretion, withdraw this Notice of Intent to Award. The District reserves the right to reject all Bids, or to contract for only a portion of the bid.

Respectfully,

A handwritten signature in black ink that reads "Robert Aldama". The signature is written in a cursive, flowing style.

Robert Aldama, Purchasing Manager II
Sacramento City Unified School District

Section 00 42 00 - BID FORM

PROPOSAL FOR: Sacramento City Unified School District

TO: Sacramento City Unified School District
5735 47th Avenue, Sacramento, California 95824

COVERING BID PACKAGE: 0350-411 Genevieve Didion Telecenter

SUBMITTED BY: Vanden Bos Electric, Inc.

Name of Bidder
502 Giuseppe Ct, Ste 5, Roseville, CA 95678

Address
916-773-1500

Phone #/Fax #:

B, C-7, C-10

License number: 627898, License type: , License expiration date: 09/30/2027

Public Works Contractor DIR Registration # 1000000279, Expiration date: 6/30/2026

Average EMR (past 5 years): 0.764, Total "serious" and "willful" OSHA violations (past 5 years): 0

Bidder: Vanden Bos Electric, Inc.

On behalf of Bidder, the undersigned represents that Bidder's authorized representative attended the full duration of the Pre-Bid Conference, and that Bidder has carefully examined the Site, the proposed Contract Documents consisting of the Notice to Bidders, the Instructions for Bidders, the Proposal Form, the Agreement for Construction, the Bid Bond, the Performance Bond, the Payment Bond, the General Conditions, the Special Provisions, the General Requirements, Exhibits, the Technical Specifications, the Contract Drawings and Plans, any and all Addenda prepared by the Architect pertinent to the construction of the above-referenced Project, the Contractor's Guarantee and Bond, the Hazardous Materials Requirements (if any), and the Construction Forms Manual, and further, being reasonably familiar with all other conditions affecting the Work, Bidder hereby proposes and agrees to furnish and provide all labor, materials, supervision, transportation, tools, equipment, services and other facilities necessary and required for the expeditious completion of the Work included in the Bid Package indicated above, in strict conformity with said conditions and Contract Documents. Bidder agrees to comply with all requirements of the Project Labor Agreement.

Bidder has reviewed the Work outlined in the Bid Package and fully understands the Scope of Work encompassed by this Bid, and acknowledges that its Bid includes the Work of all trades within the Bid Package covered in the Bid and understands that, if awarded the Contract, Bidder shall be the Prime Contractor to the District and agrees that its Bid, if accepted by the District, will be the basis for a contract with the District in accordance with the intent of the Contract Documents.

Bidder agrees to complete the Work required within the Bid Package within the time indicated in the Special Provisions, subject to liquidated damages as specified in the Special Provisions.

The undersigned has the authority to so bind Bidder to these representations and agreements.

Signed
Berkeley Bodine
Print Name
President
Title

01/14/2026
Date

Affix Corporate Seal Here

Enclosed is a certified check, cashier's check, or bid bond for ten percent (10%) of the amount of the Base Bid including additive Alternates (if any), made payable to the District to be left in escrow with the District as a guarantee that Bidder will enter into a contract and will furnish specified insurance and bonds. It is understood that refusal to do so will result in the forfeit of this guarantee. If this Bid is not accepted within the time set for acceptance of bids, or any extension thereof, or if the contract is fully executed with another Bidder, or if the District elects not to award a contract, then the check or bid bond shall be returned to the Bidder.

Bidder has notified the District of any discrepancies, ambiguities, inconsistencies, errors or omissions in the Bidding Documents, Contract Documents, applicable Federal, State, and local regulations or requirements, and/or of any doubt about the meaning of any of the Contract Documents, and has contacted the District before bid date to verify the issuing of any clarifying Addenda.

The undersigned further acknowledges receipt of the following Addenda, which are a part of the Contract Documents:

NO. 1	DATE 1/5/2026	NO. 2	DATE 1/8/2026
NO. _____	DATE _____	NO. _____	DATE _____
NO. _____	DATE _____	NO. _____	DATE _____
NO. _____	DATE _____	NO. _____	DATE _____

(Include All Addenda)

Signed

Berkeley Bodine

Print Name

President

Title

BID PACKAGE: 0350-411 Genevieve Didion Telecenter

1. TOTAL BID: Lump Sum (in words) THREE HUNDRED NINETY-NINE THOUSAND SEVEN HUNDRED

Dollars

Lump Sum (in figures)

\$ 399,700

2. Allowance for unforeseen conditions; equal to
ten percent (10%) of TOTAL BID.

\$ 39,970

TOTAL BASE BID equals sum of Items 1 and 2 above. The undersigned proposes to provide and construct the Work required for the above listed Bid Package in accordance with said Contract Documents for the amount of:

TOTAL BASE BID (in words): FOUR HUNDRED THIRTY-NINE THOUSAND SIX HUNDRED SEVENTY

DOLLARS

TOTAL BASE BID (in figures): \$ 439,670

Signed (Signature of Bidder)

Vanden Bos Electric, Inc.

Name of Firm

1 AGREEMENT

2
3 It is understood and agreed that if written notice of the District's acceptance of this Bid is mailed, emailed, or otherwise
4 delivered to the undersigned Bidder after the opening of the Bid, and within the time in which the District may accept
5 the Bid, the undersigned Bidder will execute and deliver to the District a contract in the form included with the Bidding
6 Documents within ten (10) days after receipt of the Notice of Intent to Award or other notification of award, and that
7 the Work under the Contract shall be commenced by the undersigned Bidder, if awarded the Contract, on the date to
8 be stated in a Notice to Proceed and shall be completed in the time specified in the Contract Documents. In the event
9 the Bidder to whom an award is made fails or refuses to timely execute the Contract, the District may declare the
10 Bidder's bid security forfeited.

11
12 Enclosed herewith is a listing of Subcontractors and major materials suppliers in accordance with Sections 4100 to
13 4114 of the California Public Contract Code and the Instructions to Bidders and a listing of Disabled Veteran Business
14 Enterprises, including any DVBE acting as a material supplier, lower tier subcontractor, or other entity not required to
15 be listed by the Subletting and Subcontracting Fair Practices Act.

16
17 Also enclosed herewith are the Non-Collusion Affidavit, Iran Contracting Act certification, and Certification regarding
18 Russian Sanctions, as required by law. Site Visit Certification shall also be enclosed herewith if pre-bid site visit was
19 mandatory.

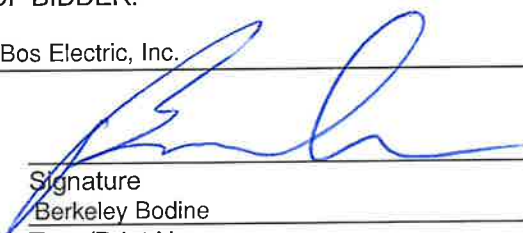
20
21 The undersigned Bidder agrees that the information and representations provided herein are made under penalty of
22 perjury.

23
24 NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth below, together with the signatures
25 of authorized officers or agents, who shall be either a) the president or b) any vice president and the secretary, any
26 assistant secretary, the chief financial officer, or any assistant treasurer. If Bidder is a partnership or limited liability
27 company, the true name of the firm shall be set forth below together with the signature of a partner or member
28 authorized to sign contracts on behalf of the partnership or LLC. If Bidder is an individual, his/her signature shall be
29 placed below.

30
31 NAME OF BIDDER:

32
33 Vanden Bos Electric, Inc.

34
35
36 BY:

37 

38 Berkeley Bodine

39 Type/Print Name

President

Title

40
41
42 Signature

Title

43
44 Type/Print Name

45
46
47 Signature

Title

48
49 Type/Print Name

50
51 DATE: January 14, 2026

Section 00 42 00 - BID FORM

PROPOSAL FOR: Sacramento City Unified School District

TO: Sacramento City Unified School District
5735 47th Avenue, Sacramento, California 95824

COVERING BID PACKAGE: 0350-411 Genevieve Didion Telecenter

SUBMITTED BY: K S Telecom Inc.

Name of Bidder

PO Box 330 Penryn, CA 95663

Address

916-652-4735, Fax: 916-652-4296

Phone #/Fax #:

License number: 790922 License type: C-7 License expiration date: 02/28/2027

Public Works Contractor DIR Registration # 1000000120 Expiration date: 06/30/2028

Average EMR (past 5 years): 0.96 Total "serious" and "willful" OSHA violations (past 5 years): 0

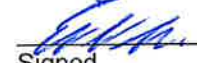
Bidder:

On behalf of Bidder, the undersigned represents that Bidder's authorized representative attended the full duration of the Pre-Bid Conference, and that Bidder has carefully examined the Site, the proposed Contract Documents consisting of the Notice to Bidders, the Instructions for Bidders, the Proposal Form, the Agreement for Construction, the Bid Bond, the Performance Bond, the Payment Bond, the General Conditions, the Special Provisions, the General Requirements, Exhibits, the Technical Specifications, the Contract Drawings and Plans, any and all Addenda prepared by the Architect pertinent to the construction of the above-referenced Project, the Contractor's Guarantee and Bond, the Hazardous Materials Requirements (if any), and the Construction Forms Manual, and further, being reasonably familiar with all other conditions affecting the Work, Bidder hereby proposes and agrees to furnish and provide all labor, materials, supervision, transportation, tools, equipment, services and other facilities necessary and required for the expeditious completion of the Work included in the Bid Package indicated above, in strict conformity with said conditions and Contract Documents. Bidder agrees to comply with all requirements of the Project Labor Agreement.

Bidder has reviewed the Work outlined in the Bid Package and fully understands the Scope of Work encompassed by this Bid, and acknowledges that its Bid includes the Work of all trades within the Bid Package covered in the Bid and understands that, if awarded the Contract, Bidder shall be the Prime Contractor to the District and agrees that its Bid, if accepted by the District, will be the basis for a contract with the District in accordance with the intent of the Contract Documents.

Bidder agrees to complete the Work required within the Bid Package within the time indicated in the Special Provisions, subject to liquidated damages as specified in the Special Provisions.

The undersigned has the authority to so bind Bidder to these representations and agreements.


Signed
Eric Vander Linden

01/14/2026
Date

Affix Corporate Seal Here

Print Name
President
Title

Enclosed is a certified check, cashier's check, or bid bond for ten percent (10%) of the amount of the Base Bid including additive Alternates (if any), made payable to the District to be left in escrow with the District as a guarantee that Bidder will enter into a contract and will furnish specified insurance and bonds. It is understood that refusal to do so will result in the forfeit of this guarantee. If this Bid is not accepted within the time set for acceptance of bids, or any extension thereof, or if the contract is fully executed with another Bidder, or if the District elects not to award a contract, then the check or bid bond shall be returned to the Bidder.

Bidder has notified the District of any discrepancies, ambiguities, inconsistencies, errors or omissions in the Bidding Documents, Contract Documents, applicable Federal, State, and local regulations or requirements, and/or of any doubt about the meaning of any of the Contract Documents, and has contacted the District before bid date to verify the issuing of any clarifying Addenda.

The undersigned further acknowledges receipt of the following Addenda, which are a part of the Contract Documents:

NO. <u>1</u>	DATE <u>01/05/2026</u>	NO. <u> </u>	DATE <u> </u>
NO. <u>2</u>	DATE <u>01/08/2026</u>	NO. <u> </u>	DATE <u> </u>
NO. <u> </u>	DATE <u> </u>	NO. <u> </u>	DATE <u> </u>
NO. <u> </u>	DATE <u> </u>	NO. <u> </u>	DATE <u> </u>

(Include All Addenda)


Signed

Eric Vander Linden
Print Name

President
Title

1 AGREEMENT

2
3 It is understood and agreed that if written notice of the District's acceptance of this Bid is mailed, emailed, or otherwise
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27 company, the true name of the firm shall be set forth below together with the signature of a partner or member
28 authorized to sign contracts on behalf of the partnership or LLC. If Bidder is an individual, his/her signature shall be
29 placed below.

30
31 NAME OF BIDDER:

32
33 K S Telecom Inc.

34
35
36 BY:

37 Signature

38 Eric Vander Linden

39 Type/Print Name

President

Title

40
41 Signature

Title

42 Type/Print Name

43
44 Signature

Title

45 Type/Print Name

46
47 DATE: 01/14/2026



Sacramento Office
1631 Alhambra Blvd, Ste 140
Sacramento, CA 95816
T. 916.553.5800 | F. 916.553.5900
oneworkplace.com/sacramento

Quotation 759794-1
Quote Date 10/2/2025
Customer Order
Project 254362
Customer 192081
Terms Net 30
Account Representative Taylor
Herrick

Quote To

SACRAMENTO CITY USD
Accounts Payable
5735 47TH AVE
Sacramento, CA 958244528

Contact

916 643 7400
invoices@scusd.edu
InvoicesOracle@oneworkplace.com

Ship To

Bowling Green Elementary School
Chris Ralston
4211 TURNBRIDGE DR
Sacramento, CA 958231929

Contact

+1 (916) 320-9266
chris-ralston@scusd.edu

PROJECT NAME:Bowling Green Adds
CONTRACT INFORMATION:AMQ SPA-22-Omnia-3197

The prices included in this quote are based on current governmental laws and regulations. In the event of any changes in laws, regulations, tariffs, taxes, or other governmental mandates that increase the cost of goods, materials, or services, the seller reserves the right to adjust pricing accordingly. Any such price adjustments will be communicated in writing and supported by relevant documentation.

Approximate lead times for the products are included on this quote, but this estimate is dependent upon textile availabilities at the time the order is placed. Due to global supply chain volatility lead-times are subject to change without notice. Your support team will work with you on a solution in this event.

Please note 30 days of storage at our warehouse is included. Any additional storage is subject to monthly storage charges.

All prices are guaranteed for 30 days from date of quotation unless otherwise specified in a Master Services Agreement (MSA).

Sales taxes shown are at current rates, but subject to change without notice to those rates applicable at the time of invoicing.

A signed copy of this quote (last page requires signature) and/or purchase order is required to place an order. Products specified below/per our Project Validation Packages may be made to order; and as such would be non-returnable and non-refundable. Signature of this document accepts all products and finishes contained herein. Please review quote carefully.

Unless special terms apply, all orders over \$25,000 require a 50% deposit of the order total before the order can be placed.

Product and Labor may be invoice separately. Please discuss with your Sales contact.

Once a delivery/installation date is determined, 72 hour notice is required for any changes without incurring a fee.

Description			General Tagging	Quantity	Unit Price	Extended Price
Chacon						
1	22846 SMITH SYSTEM	Numbers 4-Leg Stack Chair - Size 2(12") Frame Finish: Smith System Paint PLT - PLATINUM	BF07 CH NUMBERS	4	\$90.37	\$361.48

Shell Finish: Smith
System Plastic
FRSTGREN - FOREST
GREEN
Glide: Standard Nylon
Base Glide

2	22847 SMITH SYSTEM	Numbers 4-Leg Stack Chair- Size 3(14") Frame Finish: Smith System Paint PLT - PLATINUM Shell Finish: Smith System Plastic FRSTGREN - FOREST GREEN Glide: Standard Nylon Base Glide	BF12 CH NUMBERS	12	\$90.37	\$1,084.44
3	911W00000 SMITH SYSTEM	Cascade Mega- Tower - Open, Shelves, Casters, Whiteboard Back Edge Panel Config: P- Pltnm Body w/Solid End Pnls End Panel Finish: Smith System Paint FO - FOREST GREEN	BF17,BF3, BF5,BF16,BF6,BF17,BF11,BF8,BF14,BF13,BF4,BF12,BF9BF15,BF10,BF2,BF7 CH 43/43-T	23	\$911.06	\$20,954.38
4	921W00000 SMITH SYSTEM	Cascade Mega- Tower - Door, Shelves, Casters, Whiteboard Back Edge Panel Config: P- Pltnm Body w/Solid End Pnls End Panel Finish: Smith System Paint FO - FOREST GREEN	BF3,BF16,BF6,BF17,BF11,BF14,BF13,BF4,BF9,BF15,BF10,BF7 MC 61/43-S	25	\$1,104.94	\$27,623.50
6	EL4872 SMITH SYSTEM	Elemental Kidney Table, 48" Depth X 72" Width Worksurface Finish: Smith System Laminate 822060 - FRENCH PEAR LAMINATE Edge: 1 1/4in Top w 3/8in Bmpr TMLd Edge Finish: Smith System T-Mold FGR - FOREST GREEN T MOLD Leg Finish: Smith System Paint PLT - Platinum Height: EA - Adjustable Height Eng Qte Info (): kidney	BF16 CH 36/72-EJ	1	\$494.65	\$494.65
7	3580-Y1-	Tori - Mesh Back High	BF18 CH 3580-Y1-A57-MB	3	\$332.49	\$997.47

	A57-MB 9 TO 5 SEATING	Back - Height Adjustable Arms FABRIC GRADE SELECTION GRADE-A Fabric Grade A PAULY 9to5 - Nautilus - Pauly THUNDER Thunder MESH SELECTION M62 M62 - Gray Mesh FRAME COLOR SELECTION PBK Black Frame ~ Black BA26B 27" Low-Profile Nylon Base - Black C6 60mm Hoodless Accented Casters - Black CYLINDER SELECTION CY20 CY20 - Standard Cylinder (Seat Height: 16.5"-20.5") SEAT SLIDER SELECTION ~ No Seat Slider LUMBAR SELECTION LB w/ Lumbar				
8	2T-LX-C48-30 FELLOWES INC	Triumph Series Electric Table Base w/ Adjustable Cross Channel (43.3"- 70.9") w/30" C-Feet, Quick- Connect Columns Finish SLV Silver Finish Eng Qte Info (): Triumph Series, 2- Leg, HAT Base, 48"-72" x 30" (Silver)	BF18 CH 2VT-LX-C48-30	1	\$341.75	\$341.75
9	964-42 WORK RITE	Modesty Panel with Built-In Cable Management-Black	BF18 CH 964-42	1	\$94.60	\$94.60
10	M00022 SMITH SYSTEM	60" X 30" WORK SURFACE TOP Work Surface Finish: 822060 - French Pear Edge 3/8" Bmpr T-Mold Edge Finish FGR - Forest Green T-Mold	BF18 CH 964-42	1	\$209.13	\$209.13
11	55014 SMITH SYSTEM	FLEXSCREEN-LEAVES Screen Finish: Smith System PET SMGR - MOSS GREEN Foot Finish: Smith	BF18 CH 964-42	1	\$1,068.71	\$1,068.71

System Paint PLT -
PLATINUM

12	42750 CARPET FOR KIDS	Tranquil Mountains Round Rug 6' Dia	Chacon	1	\$151.71	\$151.71
13	55000 SMITH SYSTEM	Soft Rocker Surface Finish: Alphabet SLIM - LIMONCELLO	BF19 also known as CR13 new portable FLOWFORM	2	\$440.47	\$880.94
14	CRLS2HD Steelcase	Low Storage-Two- High, Cabinet Size Option: Modular Depth: 18.87500 Width: 36.00000 Top: With Top Application: Full Top Surface Finish: Woodgrain LPL 2LAW - ASH WENGE (LPL) Edge Finish: Plastic - PG1 6703 - ASH WENGE Case Finish: Woodgrain LPL 2LAW - ASH WENGE (LPL) Headset Finish: Woodgrain LPL 2LAW - ASH WENGE (LPL) Lock Finish: Polished Chrome 9201 - POLISHED CHROME Keys: Key Plug Pull: Ledge Pull Finish: Smooth Metallic 4799 - PLATINUM METALLIC Worksurface Thickness: 1.12500	Office CH D/2/36	1	\$510.75	\$510.75
15	LOCKFR Steelcase	FIELD INSTALLED LOCK PLUGS & KEYS, FR Lock Finish: Polished Chrome 9201 - POLISHED CHROME Key: KEY RANDOM	Office CH D/2/36	1	N/C	N/C
16	01670 SMITH SYSTEM	Silhouette Single- Student Desk, Laminate Top, Adjustable Height, 24" Depth X 27" Worksurface Finish: Smith System Laminate 822060 - FRENCH PEAR LAMINATE	BF05 CH 24/27	2	\$163.29	\$326.58

Edge: 1 1/4in Top w
3/8in Bmpr TMld
Edge Finish: Smith
System T-Mold FGR -
FOREST GREEN T
MOLD
Frame Finish: Smith
System Paint PLT -
Platinum
Eng Qte Info ():
60" X 30" WORK
SURFACE TOP
Work Surface Finish:
822060 - French Pear
Edge
3/8" Bmpr T-Mold
Edge Finish
FGR - Forest Green T-
Mold

17	30933 SMITH SYSTEM	SW House w/ Tote Tote: Clear	BF05 CH BB	2	\$60.24	\$120.48
18	TS2PBF22MC Steelcase	Pedestal-Mobile, Box / file, Seat cushion, 22 1/4D BASIC :7225 SAND UPHLSTRY:5F16 GREY KEYS :SK PLUG OPTIONS * * OPTIONS * * CASTER *OPT:CASTERS STANDARD STANDARD SMALL CASTER TRIM OPT *OPT:TRIM STRIP PULL OPTION NO TRIM STD:NO TRIM PULLS *OPT:PULL OPTIONS LEDGE LEDGE PULL PULL PULL METALLIC *PULL:METALLIC PAINT 4799 PLATINUM METALLIC	BF17 CH MBF/22/C	2	\$379.48	\$758.96
19	LOCKFR Steelcase	FIELD INSTALLED LOCK PLUGS & KEYS, FR Lock Finish: Polished Chrome 9201 - POLISHED CHROME Key: KEY RANDOM	BF17 CH MBF/22/C	2	N/C	N/C
Sub Total					\$55,979.53	

Estimated Tax						\$4,338.42
Total						\$60,317.95
McCoy						
20	910W36000	Cascade Mega-Tower - Open, 36-3" Standard Width Totes, Casters, Whiteboard Back Edge Panel Config: P- Pltnm Body w/Solid End Pnls End Panel Finish: Smith System Paint FO - FOREST GREEN Tote: Clear	WW9 CH 43/43-T	3	\$1,476.71	\$4,430.13
21	610W24000	Cascade Mega-Cabinet - Open, 24-3" Standard Width Totes, Casters, Whiteboard Bac Edge Panel Config: P- Pltnm Body w/Solid End Pnls End Panel Finish: Smith System Paint FO - FOREST GREEN Tote: Clear	G105,G106,WW8,WW6, WW3 CH 43/43-T	5	\$1,148.24	\$5,741.20
22	911W00000	Cascade Mega-Tower - Open, Shelves, Casters, Whiteboard Back Edge Panel Config: P- Pltnm Body w/Solid End Pnls End Panel Finish: Smith System Paint FO - FOREST GREEN	Bldg C Room 5,Room 3 C103 MC 61/43-S	4	\$911.06	\$3,644.24
23	921W00000	Cascade Mega-Tower - Door, Shelves, Casters, Whiteboard Back Edge Panel Config: P- Pltnm Body w/Solid End Pnls End Panel Finish: Smith System Paint FO - FOREST GREEN	WW4 MC 61/43-S	5	\$1,104.94	\$5,524.70
24	511000000	Cascade Mid-Cabinet - Open, Shelves, Casters	WW6 MC 43/29-S	1	\$502.12	\$502.12

Edge Panel Config:
P- Pltnm Body
w/Solid End Pnls
End Panel Finish:
Smith System
Paint FO - FOREST
GREEN

25	EL3060 SMITH SYSTEM	Elemental Rectangle Table, 30" Depth X 60" Width Worksurface Finish: Smith System Laminate 798760 - PALISADES OAK LAMINATE Edge: 1 1/4in Top w 3/8in Bmpr TMld Edge Finish: Smith System T-Mold FGR - FOREST GREEN T MOLD Leg Finish: Smith System Paint PLT - Platinum Height: EA - Adjustable Height	G106,WW4,WW9,Room 3(c103),WW6, MC 30/60-EJ	5	\$280.47	\$1,402.35
26	NL3060 SMITH SYSTEM	Elemental Table 30" Depth X 60" Width Nest and Fold, With Casters Worksurface Finish: Smith System Laminate 798760 - PALISADES OAK LAMINATE Edge: 1 1/4in Top w 3/8in Bmpr TMld Edge Finish: Smith System T-Mold FGR - FOREST GREEN T MOLD Leg Finish: Smith System Paint PLT - Platinum Height: EJ - Adjustable Height	ASES (WW Office) MC 30/60-EJ	6	\$585.88	\$3,515.28
27	BODICHAIR AMQ Solutions	Bodi Task Chair Frame: Black Frame Seat Cover Finish: Buzz2 5G51 - Sable Back Finish: Air Mesh AR02 - BLACK Armrest: 1-D ARM Packaging: Fully Assembled	ASES (WW Office) MC 30/60-EJ	1	\$311.98	\$311.98
28	2T-LX- C48-30 FELLOWES INC	Triumph Series Electric Table Base w/ Adjustable Cross	ASES (WW Office) MC 30/60-EJ	1	\$341.75	\$341.75

Channel (43.3"-
70.9")
w/30" C-Feet,
Quick-Connect
Columns
Finish
SLV Silver Finish

29	964-42 WORK RITE	Modesty Panel with Built-In Cable Management-Black	ASES (WW Office) MC 30/60-EJ	1	\$94.60	\$94.60
30	M00022 SMITH SYSTEM	60" X 30" WORK SURFACE TOP Work Surface Finish: - Pallisaid Oak Edge 3/8" Bmpr T-Mold Edge Finish FGR - Forest Green T-Mold	ASES (WW Office) MC 30/60-EJ	1	\$209.13	\$209.13
31	TS2PBF22MC Steelcase	Pedestal-Mobile, Box / file, Seat cushion, 22 1/4D BASIC :7238 FIELDSTONE UPHLSTRY:5G51 SABLE KEYS :SK PLUG OPTIONS * * OPTIONS * * CASTER *OPT:CASTERS STANDARD STANDARD SMALL CASTER TRIM OPT *OPT:TRIM STRIP PULL OPTION NO TRIM STD:NO TRIM PULLS *OPT:PULL OPTIONS LEDGE LEDGE PULL PULL PULL METALLIC *PULL:METALLIC PAINT 4799 PLATINUM METALLIC	ASES (WW Office) MC 30/60-EJ	2	\$379.48	\$758.96
32	LOCKFR Steelcase	FIELD INSTALLED LOCK PLUGS & KEYS, FR Lock Finish: Polished Chrome 9201 - POLISHED CHROME Key: KEY RANDOM	ASES (WW Office) MC 30/60-EJ	2	N/C	N/C
33	22848 SMITH SYSTEM	Numbers 4-Leg Stack Chair- Size 5(16") Frame Finish: Smith	ASES (WW Office) MC 30/60-EJ	31	\$94.42	\$2,927.02

System Paint PLT -
PLATINUM
Shell Finish: Smith
System Plastic
CHARCOAL -
CHARCOAL
Glide: Standard Nylon
Base Glide

Sub Total	\$29,403.46
Estimated Tax	\$2,278.79
Total	\$31,682.25

34 25090723T	OWP Labor to receive the product at the OWP warehouse, deliver, and install: 3 mega towers w/totes, 23 mega towers w/doors, 31 mega towers, 10 doors, 4 peds, 5 mid cabinets, 5 elemental tables, 47 stack chairs, 1 teachers desk, 5 task chairs, 1 kidney table, 2 student desks, height adjustable teachers desk, 1 currency cabinet, 2 lounges, 1 rug, 1 screen. To occur in one continuous phase during normal business hours - standard wage. *Long Push	1	\$10,644.00	\$10,644.00
35 PROJECT MANAGEMENT ONEWORKPLACE - SACRAMENTO	Project Management Services	24	\$105.00	\$2,520.00
36 FREIGHT CARPET FOR KIDS	Freight - Carpets for Kids	1	\$64.93	\$64.93
37 FREIGHT 9 TO 5	Freight - 925	1	\$85.71	\$85.71

SEATING				
39	FREIGHT AMQ Solutions	Freight - AMQ	1	\$142.86 \$142.86
41	FREIGHT WORK RITE	Freight - Workrite	1	\$23.79 \$23.79
42	FREIGHT SMITH SYSTEM	Freight - Smith Systems	1	\$8,653.91 \$8,653.91

Quotation Totals				
Sub Total				\$107,518.19
Estimated Tax(7.75 % for zip code 95823)				\$8,332.68
Grand Total				\$115,850.87



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STANDARD TERMS AND CONDITIONS

1. QUOTATIONS AND ORDERS

TERM: All prices are guaranteed for 30 days from date of quotations.

- a. **PAYMENT TERMS:** Balance is due in full net thirty (30) days from date of invoice. For open punch list items, an amount commensurate to items in question and no greater than 10% may be withheld until completion as per standard industry practice.
- b. **DELAYS:** If, for any reason, Buyer is unable to receive product at the job site on the mutually agreed upon delivery date, product will be deemed delivered and will be invoiced as if delivered.
- c. **CANCELLATIONS:**
All product is manufactured to customer specifications and, therefore, cannot be canceled once produced or in production, or returned. Restocking programs are not available.
- d. **EXTRA HANDLING DUE TO SITE CONDITIONS:** Charges will be assessed to the Buyer for excessive handling, storage and transportation incurred because of site conditions, activity of other trades, or other reasons beyond Seller's control not specifically identified in the price quotation at a standard hourly rate or actual charges if performed by a third party.

2. DELIVERY AND INSTALLATION

- a. **SELLER'S RESPONSIBILITIES:** Seller assumes responsibility to receive, inspect, stage, deliver and install Buyer's goods. All furnishings will be clean and put into good working order. Cartoning and packing materials will be removed and premises left in good order. When applicable, Seller may direct shipments directly to the job site.
- b. **FREIGHT CLAIMS:** Claims for product damaged in transit, other than drop shipments, will be processed by Seller and damaged product will be repaired or replaced to the reasonable satisfaction of Buyer.
- c. **WARRANTIES:**
SELLER MAKES NO WARRANTIES OF PRODUCT SOLD HEREUNDER WHATSOEVER, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY THAT THE FURNITURE IS FIT FOR ANY PARTICULAR PURPOSE.

FORCE MAJEURE

Neither Party will be liable for a delay in performing its obligations under this Agreement or any Order to the extent that delay is caused by insurrection, war, terrorism, riot, explosion, nuclear incident, fire, flood, earthquake, or other catastrophic event or Act of God beyond the reasonable control of the affected Party.

These terms apply unless an alternative MSA has been agreed upon.

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