Title: (Contract for Review) Tree Nursery Grant Project Delivery Agreement for the California Natural Resources Agency Grant and Appropriation of Funds

File ID: 2022-01206

Location: 1920 34th Avenue, District 5

Recommendation: Accept and publish for review a Resolution authorizing the City Manager or the City Manager’s designee to a) execute the Tree Nursery Grant Project Delivery Agreement between the City of Sacramento and Planting Justice in an amount not to exceed $2 million; b) increase the revenue and expenditure budget of the Tree Nursery Project (B02000110) by $90,000 for a new project total of $2,090,000 c) transfer $50,000 in Community Development Block Grant funding (Fund 2700) to Tree Nursery (B02000110); and d) transfer the $40,000 budget and posted expenses from the Three Sisters Garden (I02002311) Externally Funded Programs (Fund 2703) to Tree Nursery (B02000110); and e) continue to August 9, 2022 for approval.

Contact: Amanda Wallace, Development Project Manager, 916-808-5453, awallace@cityofsacramento.org, Office of Innovation and Economic Development; Leslie Fritzsche, Economic Investment Manager, 916-808-5450, lfritzsche@cityofsacramento.org, Office of Innovation and Economic Development

Presenter: None.

Attachments:
1-Description/Analysis
2-Resolution 2021-0301
3-Resolution 2022-0026
4-State of California Natural Resources Agency Grant Agreement
5-Tree Nursery Grant Project Delivery Agreement
6-Resolution 2021-0311
7-Resolution

Description/Analysis

Issue Detail: The City currently leases the vacant former City tree nursery located at 1920 34th Avenue, District 5. It has historically been used to grow native trees and plants for planting on public property. This project will expand the City’s capacity to plant trees across the city, particularly in parks and other public spaces, and will help meet the City’s goals for increasing tree cover and improving air quality. The project will also benefit local businesses and residents by providing opportunities for community engagement and education about urban forestry.

The Tree Nursery Project involves the City providing the grant funding to Planting Justice, a local non-profit organization that works to increase tree cover in underserved communities. Planting Justice will use the funding to purchase trees and plant them in parks and other public spaces across the city. The project will also include education and outreach activities to help residents learn about the benefits of trees and how to plant and care for them.

The project will also include the transfer of $50,000 in Community Development Block Grant funding (Fund 2700) to Tree Nursery (B02000110) and the transfer of the $40,000 budget and posted expenses from the Three Sisters Garden (I02002311) Externally Funded Programs (Fund 2703) to Tree Nursery (B02000110). This will help ensure that the funds are used effectively and efficiently to support the project.

The project is expected to begin in the fall of 2022 and will run for three years. It will be managed by the City’s Office of Innovation and Economic Development and Planting Justice. The project will be evaluated annually to ensure that it is meeting its goals and objectives.

The project is estimated to cost $2 million, which will be funded from the City’s budget. The City has previously provided support for similar projects, and this project is expected to bring a positive environmental and economic impact to the City. The City’s Office of Innovation and Economic Development and Planting Justice will work together to ensure that the project is successful and meets the City’s goals.
Avenue to Planting Justice, a nonprofit corporation based out of Oakland. Planting Justice subleases part of the site to the nonprofit corporation, Three Sisters Gardens based out of West Sacramento. Together they propose to transform the site into a nationally significant center for urban agriculture, social entrepreneurship, multifaceted biodiversity, youth mentorship, and farmer training. As part of the Budget Act of 2021 (Senate Bill 170, Chapter 240), the State of California through the California Natural Resources Agency (CNRA), is providing the City of Sacramento with a $2 million grant for capital improvements and operational expenses to implement the project.

This staff report seeks authority for the City Manager or the City Manager’s designee to execute the Tree Nursery Grant Project Delivery Agreement between the City and Planting Justice so they can use the grant funds for capital improvements such as irrigation, shade structures, greenhouses and planting beds, and to support the project’s operations. This report also requests authority to take other necessary budgetary actions to establish the project and reallocate existing funding to the project.

**Tree Nursery Grant Project Delivery Agreement**

On October 12, 2021, the City Council adopted Resolution 2021-0301 (Attachment 2), which accepted the Budget Act of 2021 grant funds and authorized the City Manager or the City Manager’s designee to take the necessary budget actions to account for the funds. As a condition of receiving the grant funds, CNRA required the City Council to adopt an additional resolution, using CNRA’s template, that accepted the grant funding; made required certifications; and appointed the City Manager or the City Manager’s designee as agent to conduct all negotiations and execute and submit all documents required to complete the project. The City Council adopted the required resolution (Attachment 3-R2022-0026) on January 25, 2022. The City and CNRA executed the $2 million CNRA Grant Agreement (Attachment 4) on July 13, 2022.

The first recommendation in this staff report is to enter into the Tree Nursery Grant Project Delivery Agreement (Attachment 5) with Planting Justice, the master lease holder, to allow the organization to use the CNRA grant funds to support operational needs for the tree nursery garden project and to construct necessary capital improvements.

Using the grant funds, Planting Justice will construct the Project Scope (Project) (Attachment 4 Exhibit A) in accordance with the Tree Nursery Grant Project Delivery Agreement and the CNRA Grant Agreement, including bid and award processes that are consistent with state and City requirements. The Project includes approximately $1.3 million in physical site improvements, including: site preparation, irrigation and electrical utility upgrades, installation of greenhouses, shade structures, propagation structures, and raised planter beds, as well as the purchase of plants, propagation materials, and other farming supplies. The remaining grant funds will support operational expenses including salaries for farm managers, technicians, and stipends for youth interns.

**Policy Considerations:** SB 170 enumerates funding for several programs for the City, either as a City-managed project, or to be passed through to specific local non-profit organizations. The Tree Nursery Grant Project Delivery Agreement will enable Planting Justice, as a subrecipient of the state funds, to implement the CNRA Grant Agreement Project Scope, thereby improving existing City facilities, enhancing community livability, improving public health and safety, and responding to the needs and interests of residents. The Tree Nursery Project is consistent with the City’s General Plan Goals in the areas of Education, Recreation, and Culture, as well as the
recent work for food justice and increased food access.

The Sacramento City Code Section 4.04.020 and Council Rules of Procedure (Chapter 7, Section E.2.d) mandate that unless waived by a 2/3 vote of the City Council, all labor agreements, and all agreements greater than $1,000,000 shall be made available to the public at least ten (10) days prior to council action.

Transferring $50,000 from Community Development Block Grant funding (Fund 2700) to Tree Nursery (B02000110) enables implementation of the 2022 Action Plan approved by City Council on October 19, 2021, which is consistent with the goals of the 2020-2024 Consolidated Plan approved by Council in 2019 (Resolution 2019-0408).

**Economic Impacts:** Not applicable.

**Environmental Considerations:**

**California Environmental Quality Act (CEQA):** Execution of the Tree Nursery Grant Project Delivery Agreement and allocation of funding are not projects subject to CEQA because they are administrative activities and relate to government fiscal activities that do not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment. (CEQA Guidelines §15378(b)(2) and (b)(4)). While the grant funds are generally committed to activate the former City tree nursery, the proposed activities require review and approval of discretionary entitlements and do not commit the City to such approvals of such entitlements. CEQA review will be conducted as part of the entitlement process.

**Sustainability:** The project has been reviewed for consistency with the goals, policies, and targets of the City’s sustainability goals, the City’s Climate Action Plan, and the 2035 General Plan. The project will advance the goals, policies, and targets of these plans by improving the health of residents through access to locally grown food, creation of green jobs in urban agriculture, and the advance of restorative, low-carbon partnerships that reduce greenhouse gas emissions and support Sacramento’s diverse communities.

**Commission/Committee Action:** Not applicable.

**Rationale for Recommendation:** The Tree Nursery Grant Project Delivery Agreement will facilitate the transformation of the vacant former City tree nursery into a vegetable/herb/flower farm and a production nursery for the existing organic plant nursery operated by Planting Justice, a California nonprofit corporation and the lessee of the tree nursery. The project will provide much needed food access and workforce opportunities for lower income youth and formerly incarcerated individuals. The Planting Justice organization has a proven track record with its operation in Oakland and the Sacramento site will be an expansion of its efforts. The retail component will provide needed funding to sustain the operations to ensure longevity of this community asset.

The Community Development Block Grant funded access improvements will bring the existing driveway at the main entrance to the City’s shuttered tree nursery into compliance with current
standards, which improves vehicular and pedestrian circulation and safety in and around the site and facilitates the site’s redevelopment as an urban agriculture hub. The City will have an Individual Project Agreement (IPA) with Sacramento Housing and Redevelopment Agency (SHRA) for delivery of this project.

Transferring the budget and posted expenses from the Three Sisters Garden (I02002311) Externally Funded Programs (Fund 2703) to Tree Nursery (B02000110) will increase operational efficiencies and financial record keeping, as all funds related to the development will be included in one project.

Financial Considerations: The California Legislature allocated $35.3 million in specified funding for City and community projects (SB 170), of which $2 million was allocated to the City for Planting Justice at the former City Tree Nursery. The state designated CNRA as the lead agency that will distribute the $2 million. On October 12, 2021, the City Council adopted Resolution 2021-0301 (Attachment 2), which accepted the Budget Act of 2021 grant funds and authorized the City Manager or the City Manager’s designee to take the necessary budget actions to account for the funds. As a condition of receiving the grant funds CNRA required the City Council to adopt an additional resolution, using CNRA’s template, that accepted the grant funding; made required certifications; and appointed the City Manager or the City Manager’s designee as agent to conduct all negotiations and execute and submit all documents required to complete the project. The City Council adopted the required resolution (Attachment 3-R2022-0026) on January 25, 2022. The City and CNRA executed the $2 million CNRA Grant Agreement (Attachment 4) on July 13, 2022. To facilitate delivery of the CNRA grant project scope, staff recommends executing the Tree Nursery Grant Project Delivery Agreement with Planting Justice in an amount not to exceed $2 million so that Planting Justice can make the necessary capital improvements and fund educational and programmatic related costs. The Tree Nursery Grant Project Delivery Agreement is consistent with the CNRA Grant Agreement requirements.

Budgetary Actions
Section 2 of Resolution 2021-0301 (Attachment 2) authorized the City Manager or the City Manager’s designee to establish a new capital project for the Former City Tree Nursery (B02000110) with a budget in the amount of $2 million for Other Capital Grants (Fund 3704). On October 19, 2021, the City Council approved the One-Year Action Plan which allocated $50,000 in Community Development Block Grant funding to improve vehicular and pedestrian access and sightlines around the site (Attachment 6-Resolution 2021-0311). This staff report recommends transferring $50,000 from Community Development Block Grant funding (Fund 2700) to Tree Nursery (B02000110).

In October 2021 Raley’s provided Three Sisters Gardens a private donation in the amount of $40,000 to support food access initiatives at the Tree Nursery site, with the City acting as grant administrator for these funds. This staff report recommends transferring the $40,000 budget and posted expenses from the Three Sisters Garden (I02002311) Externally Funded Programs (Fund 2703) to Tree Nursery (B02000110), bringing the total funds to $2,090,000.

Local Business Enterprise (LBE): Not applicable.

Background In 2019 and 2020, the City solicited proposals from interested parties to lease and manage all or a portion of the City’s Former Tree Nursery site as a multi-use hub for agricultural, workforce development, and related purposes. The City explored
opportunities through community meetings and release of a Request for Information (RFI) in May 2019 (Bid#: I19151131037) and a Request for Proposals in August 30, 2019 (Bid#: P202015113006). A primary goal for this project is successful activation of the site with strong community engagement while advancing inclusive economic growth, particularly as it relates to workforce development, small business, entrepreneurship, and innovation.

RFP responses were evaluated by a review panel consisting of a diverse team of City staff and a community representative. As a result of the evaluation process, the City interviewed two RFP respondents. Following interviews, the City review panel made a unanimous choice to offer the site to the partnership led by Planting Justice, which is a nonprofit corporation based out of Oakland, California. Planting Justice teamed with local urban agriculture leaders Yisrael Family Urban Farm based out of South Oak Park, and Three Sisters Gardens based out of West Sacramento. In the initial phase, Planting Justice and Three Sisters will take the lead in developing the site, with later phases supporting the development of the commercial kitchen and value-added retail component phase.

Together, these nonprofits propose to transform the former City tree nursery site into what will become a nationally significant center for urban agriculture, social entrepreneurship, multifaceted biodiversity, youth mentorship, and farmer training. The site will support a vegetable/herb/flower farm led by Three Sisters Gardens and a production nursery for Planting Justice’s existing organic plant nursery, which includes one of the largest collections of certified organic fruit trees in North America boasting over 1,200 varieties. A future phase includes a commercial kitchen and value-added agricultural retail component. The goals of this coalition are to create living-wage green jobs, youth employment opportunities, urban agriculture on-boarding and training, and a variety of educational opportunities for sustainability and health, and healthy food access for years to come. The project will also include a local farm stand and opportunities for local community access and engagement. A major focus of the project is to advance equity in Sacramento through living wage jobs, food security, and education and training.

The City entered into an Exclusive Right to Negotiate agreement with Planting Justice in December 2019, for purposes of finalizing a lease. In July 2020, the City and Planting Justice entered into a one-year lease agreement for an initial three-acres of the undeveloped portion of the site (C2020-1441). The City retained control of the remaining two acres because the conditions of the existing greenhouse and administration building posed a potential liability risk. The City demolished these buildings in December 2021. On January 12, 2022, The City and Planting Justice extended the lease to June 30, 2022, and the City approved Planting Justice’s sublease of a part of the site to Three Sisters Gardens. On June 20, 2022, Planting Justice provided written notice to the City of its intent to extend the lease to June 30, 2023.

In August 2021, Assembymember Jim Cooper secured $2 million from the State budget to fund construction and early operation of the project. This funding, administered by the CNRA is expected to become available in August 2022. Planting Justice is currently moving through the entitlement process for the CNRA grant funded Project Scope, with construction anticipated to begin around summer 2023 and first planting expected shortly thereafter. Now that the existing buildings have been demolished and funding for the initial phase of the project secured, Planting Justice and
the City are working to amend the existing lease to encompass the entire five-acre site and extend the lease term to ten years, consistent with the CNRA Grant Agreement land tenure requirement. Planting Justice, Three Sisters Gardens and the City continue to seek out additional funding opportunities for future project phases.
RESOLUTION NO. 2021-0301

Adopted by the Sacramento City Council

October 12, 2021

Accept and Appropriate Grant Funding for Community Projects as Provided in the 2021-2022 State Budget

BACKGROUND

A. Senate Bill 170, Chapter 240, makes appropriations for the support of local government programs.

B. Senate Bill 170 includes total funding of $35,298,984 for projects within the City of Sacramento.

C. These allocations include funding for youth development, economic development, promotion of the arts, recreational opportunities, and capital projects.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The City Manager or his designee is authorized to accept the $35,298,984 in grant funds from the State of California for community projects identified in Exhibit A.

Section 2. The City Manager or his designee is authorized to establish the appropriate grant, multi-year and/or capital improvement project and establish the revenue and expenditure budget in the appropriate grant fund as the state grant funds are made available to the City.

Table of Contents:
   Exhibit A - List of Community Programs funded by SB 170
Adopted by the City of Sacramento City Council on October 12, 2021, by the following vote:

Ayes: Members Ashby, Guerra, Harris, Jennings, Loloee, Schenirer, Valenzuela, Vang, and Mayor Steinberg

Noes: None

Abstain: None

Absent: None

Attest: Mindy Cuppy, City Clerk

The presence of an electronic signature certifies that the foregoing is a true and correct copy as approved by the Sacramento City Council.
Exhibit A: List of Community Programs funded by SB 170

<table>
<thead>
<tr>
<th>Project/Program Description</th>
<th>City Managed Project</th>
<th>State Entity</th>
<th>Funding Allocation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Create or Expand Youth Employment Opportunities</td>
<td>Yes</td>
<td>Office of Planning and Research</td>
<td>$6,998,984</td>
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<tr>
<td>Planting Justice Program</td>
<td>Yes</td>
<td>Natural Resources Agency</td>
<td>$2,000,000</td>
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<tr>
<td>Sacramento Fairytale Town Expansion</td>
<td>No</td>
<td>California State Library</td>
<td>$1,800,000</td>
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<td>Community Reinvestment</td>
<td>TBD</td>
<td>Natural Resources Agency</td>
<td>$13,500,000</td>
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<tr>
<td>Lower American River Parkway Public Access Improvements</td>
<td>Yes</td>
<td>Natural Resources Agency</td>
<td>$10,000,000</td>
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<tr>
<td>Sacramento LGBT Community Center Improvements</td>
<td>No</td>
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<td><strong>Total SB 170 Funding Allocation</strong></td>
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<td></td>
<td><strong>$35,298,984</strong></td>
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RESOLUTION NO. 2022-0026

Adopted by the Sacramento City Council

January 25, 2022

Approving the Acceptance of $2,000,000 in State of California General Fund Grant Funds for the Planting Justice Project

BACKGROUND

A. The Legislature and Governor of the State of California have approved a grant for the project shown above; and

B. The California Natural Resources Agency has been delegated the responsibility for the administration of the grant project, setting up necessary procedures; and

C. Said procedures established by the California Natural Resources Agency require the Grantee to certify by resolution the approval of the Project Information Form before submission of said Form and package to the State; and

D. The Grantee will enter into an agreement with the State of California for subject project.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The City Council approves the acceptance of general fund allocation for local assistance for the above project(s); and

Section 2. The City Council certifies that said agency understands the assurances and certification in the Project Information Form, which is included as Exhibit A and is a part of this resolution; and

Section 3. The City Council certifies that said agency will have sufficient funds to develop, operate and maintain the project(s) consistent with the land tenure requirements; or will secure the resources to do so; and

Section 4. The City Council certifies that said agency will comply with the provisions of Section 1771.5 of the California Labor Code.
Section 5. If applicable, the City Council certifies that the project will comply with any laws and regulation including, but not limited to, the California Environmental Quality Act (CEQA), legal requirements for building codes, health and safety codes, disabled access laws, environmental laws and, that prior to commencement of construction, all applicable licenses and permits will have been obtained.

Section 6. The City Council certifies that said agency has reviewed and understands the General Provisions contained in the Project Agreement shown in the Procedural Guide, which is included as Exhibit B and is a part of this resolution; and

Section 7. The City Council appoints the City Manager or the City Manager's designee as agent to conduct all negotiations, execute and submit all documents including, but not limited to Project Information Form, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

Table of Contents:

- Exhibit A – Project Information Form
- Exhibit B – Procedural Guide

Adopted by the City of Sacramento City Council on January 25, 2022, by the following vote:

Ayes: Members Ashby, Guerra, Harris, Jennings, Loloee, Schenirer, Valenzuela, Vang, and Mayor Steinberg

Noes: None

Abstain: None

Absent: None

Attest: Mindy Cuppy

Mindy Cuppy, City Clerk

The presence of an electronic signature certifies that the foregoing is a true and correct copy as approved by the Sacramento City Council.
### EXHIBIT A - PROJECT INFORMATION FORM

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Estimated Date of Completion</th>
<th>Grant Amount</th>
<th>Estimated Total Project Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Planting Justice at Sacramento City Tree Nursery</td>
<td>December 2024</td>
<td>$2,000,000</td>
<td>$2,197,121</td>
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<table>
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<tr>
<th>Grantee Name (with mailing address)</th>
<th>County</th>
<th>Nearest City/Town</th>
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<tbody>
<tr>
<td>915 I Street, 5th Floor ATTN: OIED Sacramento, CA 95814</td>
<td>Sacramento</td>
<td>Sacramento</td>
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<table>
<thead>
<tr>
<th>Project Address (or nearest cross street)</th>
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<tbody>
<tr>
<td>1920 34th Avenue, Sacramento, CA 95822</td>
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<table>
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<tr>
<th>Senate Dist.</th>
<th>Assembly Dist.</th>
<th>US Congressional Dist.</th>
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<td>6</td>
<td>9</td>
<td>6</td>
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<table>
<thead>
<tr>
<th>Grantee’s Representative Authorized in Resolution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Michael Jasso</td>
</tr>
<tr>
<td>Phone: 916-808-1380</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Manager – Person with day to day responsibility for project (if different from authorized representative)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Amanda Wallace</td>
</tr>
<tr>
<td>Phone: 916-808-5453</td>
</tr>
</tbody>
</table>

### Brief Description of Project
(Summarize major activities to be funded by this Grant)

Funds will be used to develop site as an organic fruit/vegetable nursery & a community supported agriculture garden. This includes site preparation; utility upgrades; purchase & installation of greenhouses, shade structures, propagation structures, & raised planter beds; & purchase of mother plants, propagation materials, and other farming materials. The grant will also be used for operational expenses including salaries for farm managers, technicians, and stipends for youth interns.

### Latitude and Longitude

<table>
<thead>
<tr>
<th>Latitude</th>
<th>Longitude</th>
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<tbody>
<tr>
<td>38°31’18.20”N</td>
<td>121°29’43.91”W</td>
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</table>

### CEQA/Environmental Requirements

- **Exempt per CEQA Guidelines §**
  - Attach filed Notice of Exemption.
  - CEQA review in process. Will submit NOE when complete.
- **CEQA completed.**
  - Attach filed Notice of Determination, Negative Declaration, or Mitigated Negative Declaration
- **CEQA is not complete.**
  - Attach draft Initial Study with checklists.
- **CEQA does not apply under Code §**

### Site Control/Land Tenure (check the box that applies)

- Grantee owns the property.
- Grantee leases the property – Term End: City leases site to Planting Justice and will distribute funds to PJ to build out and operate site. Lease Attached
- Grantee owns an easement on the property.
- Grantee has an MOU with the property owner.

### I certify that the information in this Project Information Form, including all attachments, is complete and accurate.

Signed: Michael Jasso  
Assistant City Manager  
Date: Jan 10, 2022

Grantee’s Authorized Representative as shown in Resolution

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michael Jasso</td>
<td>Assistant City Manager</td>
</tr>
</tbody>
</table>

Designee? Yes No

(If yes, attach letter of designation from authorized representative.)
PROCEDURAL GUIDE
FOR GENERAL FUND SPECIFIED
PLANNING GRANT PROJECTS

Bonds & Grants Office
715 P Street, 20th Floor
Sacramento, CA 95814
(916) 653-2812

www.resources.ca.gov/grants
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A. INTRODUCTION

This guide governs the administration of appropriations made to the California Natural Resources Agency (Agency) for specified projects. Enclosed are items that make up a Project Information Package, a Grant Agreement template, and a resolution template, payment instructions and resources. The completed Project Information Package provides a means to define projects for grant funding as well as to specify its authorized representative delegated to sign all documents to be submitted to the California Natural Resources Agency.

Project Information Package documents should be completed, signed, and emailed to the Bonds and Grants Unit Grant Administrator.
B. GENERAL GRANT INFORMATION, TERMS AND REQUIREMENTS

**Grant Agreement** - Funds will not be disbursed until there is a fully executed Agreement between the California Natural Resources Agency (Agency) and the grantee. Expenditures made prior to the effective date of the appropriation will not be reimbursed.

**Grant Period** - Agreements for funds approved by the Legislature must be executed within the period of availability provided in the state budget. Funds must be expended, and all invoices received by March 1, 2026, unless otherwise specified in the FY 21/22 Budget Act.

**California Environmental Quality Act (CEQA) Compliance** - As applicable, grantees must identify their CEQA compliance status. Grantees must receive CEQA approval for the proposed project prior to construction or be exempt from CEQA. Proper documentation of CEQA compliance will be required as part of the information package.

**Required Approvals** - The grantee must certify that all approvals (including, but not limited to, local permitting requirements, and/or rules from local agencies) required for the project, will be obtained.

**Reporting Requirements** - Grantees may be required to submit quarterly progress reports detailing progress on the project to date.

**Financial Management and Grant Administration Requirements** - It is the responsibility of all grantees to ensure appropriate stewardship of State grant funds. Each grantee must maintain financial management systems that provide accurate, current, and complete disclosure of the financial activities of the grant-funded project. To meet this requirement, grantees must maintain adequate accounting practices and procedures, internal controls, and audit trails.

**Grant Agreement and Invoicing** – In general, this is a reimbursement-based grant and expenses are incurred and paid for prior to the submission of invoices to Agency. Upon request however, advances are allowed to assist in cash flow. The amount of the advances will be determined based on need. Once an advance is reconciled, Grantee may seek another. Once an executed Grant Agreement is in place, grantees may invoice for expenses on a regular basis, but not more frequently than once a month. Generally, grantees will receive reimbursement within 6-8 weeks of submitting a properly completed invoice. Grantees are advised to maintain adequate funds to cover project costs prior to reimbursement. Ten percent of each payment request is retained until project completion.
C. PROJECT ADMINISTRATION

Process after Designation of Grant Award by Legislature

1. Grantee completes and submits Project Information Package (Package) to Agency.
2. Agency reviews Package and, if the proposed project scope meets the legislative intent, develops a Grant Agreement with the Grantee. Agency sends a Grant Agreement to Grantee for signature.
3. Grantee returns signed Grant Agreement to Agency.
4. Agency returns a fully executed Grant Agreement to Grantee.
5. Grantee submits periodic progress reports and periodic reimbursement requests for eligible expenses, subject to retention. (See Section M Payment Request Instructions.)
6. Grantee completes project and submits Project Completion Package.
7. The state may perform audits, as frequently as annually during the course of the project, and for 4 years after the project is completed.

Project Withdrawal

If a grantee fails to submit a Project Information Package for its allocated amount or otherwise elects not to use its allocation, the allocation will be lost to that grantee. In the event an approved project cannot be completed, and if grant funds were advanced, those funds plus any accrued interest must be returned to the State within 30 days.

Changes to Approved Project

A Grantee wishing to change an approved project shall submit the proposed change in writing to Agency for approval. Any change must be consistent with the authorizing legislation.

Time Extensions

A request for a time extension and its justification must be submitted to the State for approval.
D. PROJECT INFORMATION PACKAGE CHECKLIST

Grantee sends the completed Project Information Package to Agency. Grantee should keep a complete copy of the Project Information Package for future use and reference.

Provide the package in the order shown in the following checklist.

<table>
<thead>
<tr>
<th>Required Documentation</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Information Package Checklist (this page)</td>
<td>4</td>
</tr>
<tr>
<td>Project Information Form</td>
<td>6</td>
</tr>
<tr>
<td>Project Summary</td>
<td>7</td>
</tr>
<tr>
<td>Authorizing Resolution</td>
<td>8</td>
</tr>
<tr>
<td>Cost Estimate</td>
<td>9</td>
</tr>
<tr>
<td>Project Timeline</td>
<td>10</td>
</tr>
<tr>
<td>Environmental Compliance Documents (if applicable)</td>
<td>11</td>
</tr>
<tr>
<td>Payee Data Form (Std. 204)</td>
<td>12</td>
</tr>
</tbody>
</table>
E. PROJECT INFORMATION PACKAGE - WHAT TO SUBMIT

1. **Project Information Form** - Fill out as follows:
   a. **Grantee**: The grantee is the organization that takes formal responsibility and assumes liability for the project. All correspondence regarding the administrative process will be sent to the day-to-day contact person listed for the grantee.
   b. **Project**: Provide the title of your project.
   c. **District Information**: List the district numbers for the Congressional, State Senate, and State Assembly districts in which the project is located.
   d. **CEQA Status**: Indicate the environmental compliance status of your project by checking the applicable box in this section.
   e. **Site Control/Land Tenure**: Indicate how the Grantee will satisfy site control by checking the applicable box.
   f. Individual authorized in the Resolution must sign the certification at the bottom of the page.

2. **Project Summary** - Provide a one-page overview of the project.

3. **Authorizing Resolution** - Provide a signed resolution from the governing board, providing authorization to accept the general fund allocation for local assistance. Follow the template included in this guide.

4. **Cost Estimate** – Provide a cost estimate reflecting all costs associated with the project. Projects using in-house services must also detail the labor, materials, and equipment costs as separate line items. (See Section I for a sample format.)

5. **Project Timeline** - Provide the timeline for key milestones and estimated date ranges of accomplishments. (See Section J for a sample format.)

6. **CEQA Compliance** - Grantees must demonstrate CEQA compliance, as applicable. If completed, provide with package. (See Section K Environmental Compliance.)

7. **Payee Data Record** - Fill in sections 1-5. (See Section L Payee Data Record Form.)
F. PROJECT INFORMATION FORM

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Estimated Date of Completion: Enter date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enter project name</td>
<td>$Enter amount</td>
</tr>
<tr>
<td>Grant Amount: $Enter amount</td>
<td></td>
</tr>
<tr>
<td>Estimated Total Project Cost:</td>
<td></td>
</tr>
<tr>
<td>(State grant, other funds, and in-kind)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Grantee Name (with mailing address)</th>
<th>County</th>
<th>Nearest City/Town</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enter name</td>
<td>Enter county</td>
<td>Enter city/town</td>
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<tr>
<td>Enter address</td>
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<tr>
<td>Check one:</td>
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<tr>
<td>☐ Nonprofit</td>
<td></td>
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<tr>
<td>☐ Local Agency</td>
<td></td>
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<tr>
<td>☐ State Agency</td>
<td></td>
<td></td>
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<tr>
<td>Project Address (or nearest cross street)</td>
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<td>Enter address</td>
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<td>Enter address</td>
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<tr>
<th>Senate Dist.</th>
<th>Assembly Dist.</th>
<th>US Congressional Dist.</th>
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<td>Enter number</td>
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Grantee’s Representative Authorized in Resolution (Signature required at bottom of this page)

<table>
<thead>
<tr>
<th>Name:</th>
<th>Title:</th>
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<tbody>
<tr>
<td>Enter name</td>
<td>Enter title</td>
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<tr>
<td>Phone:</td>
<td>Email:</td>
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<tr>
<td>Enter telephone number</td>
<td>Enter email</td>
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Project Manager – Person with day to day responsibility for project (if different from authorized representative)

<table>
<thead>
<tr>
<th>Name:</th>
<th>Title:</th>
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</thead>
<tbody>
<tr>
<td>Enter name</td>
<td>Enter title</td>
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<tr>
<td>Phone:</td>
<td>Email:</td>
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<tr>
<td>Enter telephone number</td>
<td>Enter email</td>
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</tbody>
</table>

Brief Description of Project (Summarize major activities to be funded by this Grant)

Enter brief project description

Latitude | Longitude
Enter data | Enter data

CEQA/Environmental Requirements

- ☐ Exempt per CEQA Guidelines § Enter section
  - Attach filed Notice of Exemption.
- ☐ CEQA completed.
  - Attach filed Notice of Determination, Negative Declaration, or Mitigated Negative Declaration
- ☐ CEQA is not complete.
  - Attach draft Initial Study with checklists.
- ☐ CEQA does not apply under Code § Enter section

Site Control/Land Tenure (check the box that applies)

- ☐ Grantee owns the property.
- ☐ Grantee leases the property – Term End: Enter date
- ☐ Grantee owns an easement on the property.
- ☐ Grantee has an MOU with the property owner.

I certify that the information in this Project Information Form, including all attachments, is complete and accurate.

Signed: __________
Grantee’s Authorized Representative as shown in Resolution

<table>
<thead>
<tr>
<th>Name:</th>
<th>Title:</th>
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<tbody>
<tr>
<td>Enter name</td>
<td>Enter title</td>
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</tbody>
</table>

Print Name | Title

Designee? ☐ Yes ☐ No
(If yes, attach letter of designation from authorized representative.)
G. PROJECT SUMMARY

With your Project Information Package, submit a one-page summary that provides a description of the proposed project.

Grantees must comply with all current laws and regulations which apply to the Planning Project, including, but not limited to, environmental laws, health and safety codes, and disabled access laws. Grantee certifies that, prior to commencement of project, all applicable permits, and licenses (e.g., state contractor’s license) will have been obtained.
H. AUTHORIZING RESOLUTION TEMPLATE

Resolution No.____________________

RESOLUTION OF (Governing Body)
APPROVING THE ACCEPTANCE OF GENERAL FUND GRANT FUNDS FOR
_________________________________ (Title of Project)

WHEREAS, the Legislature and Governor of the State of California have approved a grant for the project shown above; and

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of the grant project, setting up necessary procedures; and

WHEREAS, said procedures established by the California Natural Resources Agency require the Grantee to certify by resolution the approval of the Project Information Package before submission of said package to the State; and

WHEREAS, the Grantee will enter into an agreement with the State of California for subject project(s):

NOW, THEREFORE, BE IT RESOLVED that the _____________________ (Governing Body)

1. Approves the acceptance of general fund allocation for local assistance for the above project(s); and

2. Certifies that said agency understands the assurances and certification in the Project Information Form; and

3. Certifies that said agency will have sufficient funds to develop/complete the planning project(s) or will secure the resources to do so; and

4. Certifies that said agency will comply with the provisions of Section 1771.5 of the California Labor Code.

5. If applicable, certifies that the project will comply with any laws and regulation including, but not limited to, the California Environmental Quality Act (CEQA), legal requirements for building codes, health and safety codes, disabled access laws, environmental laws and, that prior to commencement of construction, all applicable licenses and permits will have been obtained.

6. Certifies that said agency has reviewed and understands the General Provisions contained in the Project Agreement shown in the Procedural Guide; and

7. Appoints the ______________ (designated position, not person occupying position) as agent to conduct all negotiations, execute and submit all documents including, but not limited to Project Information Form, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

Approved and adopted the ___ day of _______20___. I, the undersigned, hereby certify that the forgoing Resolution Number _____ was duly adopted by the _____________________ (Governing Body).

Following Roll Call Vote:        Ayes: _____
                                 Nos: _____
                                 Absent: _____

Clerk/Secretary for the Governing Board
## SAMPLE COST ESTIMATE - PLANNING PROJECTS

<table>
<thead>
<tr>
<th>#</th>
<th>PROJECT ELEMENTS</th>
<th>Estimated Costs</th>
<th>General Fund Grant</th>
<th>Funding Source (specify)</th>
<th>Funding Source (specify)</th>
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<tr>
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<td>Planning, Coordination, Outreach</td>
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<td>Assessments and Data Collection</td>
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</table>

Only direct project management costs are eligible, no overhead/indirect costs are reimbursable. In-service payroll may not include a "billable rate" or administrative cost allocation. Reimbursements based on completion of Deliverables which may be phases to reimburse upon completion of specific agreed upon tasks. Project management costs can be reimbursed incrementally in conjunction with payment requests for completed Deliverables. Tasks must be directly related to the planning project and supported by detailed time documents for in-house services. All invoices and receipts for all project expenditures from all funding sources will be retained and made available in the event of any future State Audits.
## J. SAMPLE PROJECT TIMELINE

<table>
<thead>
<tr>
<th>Activity Description</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Planning, Coordination, Outreach</td>
<td>Month 20XX- Month 20XX</td>
</tr>
<tr>
<td>Assessments and Data Collection</td>
<td>Month 20XX</td>
</tr>
<tr>
<td>Submit final site design/plans/specifications</td>
<td>Month 20XX - Month 20XX</td>
</tr>
<tr>
<td>Development of Draft and Final Documents</td>
<td>Month 20XX</td>
</tr>
<tr>
<td>Submit Project Closeout package with final Payment Request to State</td>
<td>Month 20XX</td>
</tr>
</tbody>
</table>
K. ENVIRONMENTAL COMPLIANCE

Prior to approval and distribution of grant funds for construction/implementation, every proposed project shall comply with the California Environmental Quality Act, Division 13 (commencing with Section 21000; 14 California Code of Regulations section 15000 et seq. ["CEQA"]).

The State of California, acting through its administering agencies and departments, will typically act as a responsible agency for the purposes of CEQA. Therefore, prior to the State approving funding for a proposed project, one of the following must be submitted:

a. The Notice of Exemption filed with the County Clerk and State Clearinghouse (as applicable) if the proposed project is categorically or statutorily exempt, with the appropriate Public Resources Code section citation to the exemption(s) being relied upon by the lead agency.

b. The Negative Declaration or Mitigated Negative Declaration adopted by the lead agency and Initial Study, including a copy of the Environmental Checklist Form located in Appendix G of the CEQA Guidelines and the Notice of Determination filed with the County and with the State Clearinghouse. If the lead agency has adopted a Mitigated Negative Declaration, the grantee must also provide the adopted mitigation monitoring and reporting program*.

c. The Final Environmental Impact Report certified and adopted by the lead agency with Initial Study, including a copy of the Environmental Checklist Form located in Appendix G of the CEQA Guidelines, the adopted mitigation monitoring and reporting program, and the Notice of Determination filed with the County and State Clearinghouse. Please include any State Clearinghouse Responses received by the grantee.

* For b and c, include documentation the State of California Department of Fish and Wildlife CEQA fee was paid or is not applicable.

d. Projects that tier from a Programmatic, Master, or other Environmental Impact Report shall include a copy of any subsequent Initial Study for the proposed project together with a copy of any supplementary environmental documentation adopted by the lead agency, including, if applicable, any required findings pursuant to Public Resources Code section 21157.1, subdivision (c), and the Notice of Determination, filed with the County Clerk and with the State Clearinghouse, as applicable.

Pursuant to Section 75102 of the Public Resources Code 75102, before the adoption of a Negative Declaration or Environmental Impact Report, the lead Agency shall notify the proposed action to a California Native American tribe, which is on the contact list maintained by the Native Heritage Commission, if that tribe has traditional lands located within the area of the proposed project.
## L. PAYEE DATA RECORD

Fillable form available online at: [https://resources.ca.gov/grants/Grant-Program-Resources](https://resources.ca.gov/grants/Grant-Program-Resources)

---

### Section 1 – Payee Information

<table>
<thead>
<tr>
<th>NAME</th>
<th>(This is required. Do not leave this line blank. Must match the payee’s federal tax return)</th>
</tr>
</thead>
<tbody>
<tr>
<td>BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME</td>
<td>(If different from above)</td>
</tr>
<tr>
<td>MAILING ADDRESS</td>
<td>(number, street, apt. or suite no.) (See instructions on Page 2)</td>
</tr>
<tr>
<td>CITY, STATE, ZIP CODE</td>
<td>E-MAIL ADDRESS</td>
</tr>
</tbody>
</table>

### Section 2 – Entity Type

- [ ] SOLE PROPRIETOR / INDIVIDUAL
- [ ] SINGLE MEMBER LLC (Disregarded Entity owned by an individual)
- [ ] PARTNERSHIP
- [ ] ESTATE OR TRUST
- [ ] CORPORATION (see instructions on page 2)
- [ ] MEDICAL (e.g., dentistry, chiropractic, etc.)
- [ ] LEGAL (e.g., attorney services)
- [ ] EXEMPT (e.g., nonprofit)
- [ ] ALL OTHERS

### Section 3 – Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must match the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. Note: Payment will not be processed without a TIN.

- For individuals, enter SSN.
- If you are a Resident Alien, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor’s SSN.
- For Sole Proprietor or Single Member LLC (disregarded entity) in which the sole member is an individual, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For Single Member LLC (disregarded entity) in which the sole member is a business entity, enter the owner entity’s FEIN. Do not use the disregarded entity’s FEIN.
- For all other entities including LLC that are taxed as a corporation or partnership, enter FEIN (with FEI or EIN).

### Section 4 – Payee Residency Status (See instructions)

- [ ] CALIFORNIA RESIDENT – Qualified to do business in California or maintains a permanent place of business in California.
- [ ] CALIFORNIA NONRESIDENT – Payments to nonresidents for services may be subject to state income tax withholding.

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

### Section 5 – Certification

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

<table>
<thead>
<tr>
<th>NAME OF AUTHORIZED PAYEE REPRESENTATIVE</th>
<th>TITLE</th>
<th>E-MAIL ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>SIGNATURE</td>
<td>DATE</td>
<td>TELEPHONE (include area code)</td>
</tr>
</tbody>
</table>

### Section 6 – Paying State Agency

Please return completed form to:

<table>
<thead>
<tr>
<th>STATE AGENCY/DEPARTMENT OFFICE</th>
<th>UNIT/SECTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>MAILING ADDRESS</td>
<td>FAX</td>
</tr>
<tr>
<td>CITY</td>
<td>STATE</td>
</tr>
</tbody>
</table>

---

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STATE OF CALIFORNIA – DEPARTMENT OF FINANCE
PAYEE DATA RECORD
(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 7/31/2021)

GENERAL INSTRUCTIONS
Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

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

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

Section 1 – Payee Information
Name – Enter the name that appears on the payee’s federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).
- Sole Proprietor
- Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes – enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Limited Liability Partnerships (LLPs) – enter the entity name as the entity’s federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.
- Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.
- Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns or make subsequent changes to the remittance address.

Section 2 – Entity Type
If the Payee in Section 1 is an:
- Individual/Sole Proprietorship
- Grantor (Revocable Living) Trust disregarded for federal tax purposes
- Partnership
- Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes
- Single Member LLC-owned by an individual
- Limited Liability Partnerships (LLP) and treated as a Partnership
- Estate or Trust (other than disregarded Grantor Trust)
- Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nurse care, dentistry, etc.)
- Corporation that is to be taxed like a Corporation and is medical in nature
- Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.)
- Corporation that is to be taxed like a Corporation and is legal in nature
- Corporation that qualifies for an Exempt status, including 501(c)(3) and domestic non-profit corporations.
- Corporation Exempt
- Corporation that does not meet the qualifications of any of the other corporation types listed above
- LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above

Section 3 – Tax Identification Number
The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&T sections 10046 and 10001 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 501(a) and R&T section 18662 and its regulations.

Section 4 – Payee Residency Status
Are you a California resident or nonresident?
- A corporation will be defined as a “resident” if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
- For individuals and sole proprietors, the term “resident” includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below.
Withholding Services and Compliance Section: 1-888-702-4000
E-mail address: wcuc.gcn@ftb.ca.gov
For hearing impaired with TDD, call: 1-500-622-6208
Website: www.ftb.ca.gov

Section 5 – Certification
This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement
Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state tax imposes noncompliance penalties of up to $20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business service unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

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January 25, 2022
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M. PAYMENT REQUEST INSTRUCTIONS

Before Submitting

☐ Check the Grant Agreement to confirm that any funding requirements outlined in the special provisions section have been fulfilled.

☐ Check that all costs are allowable.
   a. Costs must be incurred within the project performance period outlined on the Grant Agreement cover page and/or subsequent amendments and must align with the cost estimate.
   b. All costs must directly relate to the grant funded project (i.e. no overhead costs such as rent or utilities).

What to Include

☐ Payment Request Form filled out with original signature of authorized agent.

☐ Payment Tracking Sheet filled in with amounts for the current request.

☐ Project Expenditure Form, Grantee Labor Cost Form, and Equipment Cost Form (as applicable). Descriptions should clearly tie to the line items on the payment tracking sheet, as well as the backup documentation.

☐ Proof of time worked/services rendered for each item listed on the above forms
   a. For contracted labor or materials, include copies of invoices or receipts.
      • If an invoice is to be only partially reimbursed with grant funds, the portion allocated to the grant should be clearly marked.
   b. For mileage include a log kept by employees documenting date, hours and destinations related to the grant project. Provide documentation of policy to support rate used.
   c. For equipment, include the schedule showing the rate as well as a log showing the days and hours the equipment was used for this project and by whom.
   d. For in house labor, include documentation of hours worked on the project and hourly rate.
      • Send timesheets detailing the days and number of hours each employee who worked on the project.
      • Fill out the Employee Compensation Chart to demonstrate the rate being charged.
      • With first request or when rates change, submit copies of pay stubs that show the employee’s pay rate or salary (may redact personal information).
      • Only salary plus benefits are eligible. No indirect rates or overhead costs may be folded into the hourly rate. No billable rates may be used.

☐ Proof of payment showing that payment was made for each cost. Examples include:
   a. Copy of both sides of a cancelled check (and breakdown if check is for multiple invoices)
   b. Copy of bank statement with cleared checks and/or Electronic Fund Transfer’s (EFT) highlighted
   c. Invoice stamped “Paid” by the vendor/contractor
   d. Pre-paid card Statement showing credit remaining after particular project charge e.g., pre-paid photo copier card
   e. Credit card Statement showing payment made accompanied with original credit card receipt listing specific charges. Must also include proof that the credit card was paid off.
   f. For grantee personnel services one of the following:
      • Chief Financial Officer’s signature on the certification on the Grantee Labor Cost Form
      • Payroll stubs or payroll service printout for each pay period
Signed acknowledgement from employees regarding receipt of paychecks for a specific time period

☐ **Certification Form and Deliverables** for applicable benchmarks for Planning Grants only

**Advances** - Advances are allowed to assist with cash flow for outside consultants, contractors, materials, etc. In-house labor costs are not eligible for advances. The amount of the advance is determined based on need. Once an advance is reconciled, Grantee may seek another. Contact the project grants administrator to request an advance and protocol for administering.

**Final Payments** - Final retention will not be released until all closeout documents (in addition to regular payment request documents if applicable) have been received. This includes:
   a. Summary of Expenditures from all Project Funding Sources
   b. Certification of Completion Form
   c. Notice of Completion (if applicable)

**Helpful Hints**
   - Organize documentation in an easy to follow format (i.e. chronologically) with related information together and relevant information marked. Include any necessary explanations or notes to clarify certain documentation.
   - Bill for the full amount and Agency will take out the retention of 10% for reimbursements. Retention will be released at closeout.
   - Ensure numbers match (e.g. check numbers, amounts on forms and back up documentation, etc.) and that they are accurately calculated. Everything must add up to the penny.

All payment forms and these instructions can be found on our website here: [http://resources.ca.gov/grants/project-administration-forms/](http://resources.ca.gov/grants/project-administration-forms/)

Contact your Grant Administrator for further clarification or questions.
N. STATE AUDIT AND ACCOUNTING REQUIREMENTS

Contact your assigned Grant Administrator for questions about the following requirements:

Accounting Requirements
Grantees must use accounting practices that:

- Provide accounting data that clearly records costs incurred on the project and accurately reflects fiscal transactions, with the necessary controls and safeguards.

- Provides a good audit trail, including original source documents such as purchase orders, receipts, progress payments, invoices, employee paystubs and time cards, evidence of payment, etc.

- Provides accounting data so the total cost of each individual project can be readily determined.

Accounting Rules for Employee Services (force account labor)
Grantees must follow these accounting practices for employee services:

- Maintain time and attendance records as charges are incurred, identifying the employee through a name or other tracking system, and that employee’s actual time spent on the project.

- Time estimates for work performed on the project are not acceptable.

- Time sheets that do not identify the specific employee’s time spent on the project are not acceptable.

- Costs of the salaries and wages must be calculated according to the grantee’s wage and salary scales and may include employer paid benefit costs such as “workers’ compensation.”

- Overtime costs may be allowed under the grantee’s established policy, provided that the regular work time was devoted to the same project.

State Audit

- All projects are subject to an audit by the State of California, Department of Finance within three (3) years following the final payment of grant funds. If the project is selected for an audit, the grantee will be contacted in advance. The audit shall include all books, papers, accounts, documents, canceled checks or other records of the grantee, as they relate to the project for which the funds were granted.

- The grantee must retain the project records for a period of three (3) years and one (1) year following an audit. All documents must be readily available, and an employee with knowledge of the project must be available to assist the auditor. The Grantee must provide a copy of any document, paper, record, or the like, requested by the auditor.
Documents Required for the Department of Finance Audit

Please have the following documents, files, records, and other resources available for the Department of Finance during their audit of the grant.

Internal Controls:
1. Grantee’s organization charts.
2. Written internal procedures and flowcharts for the following procedures:
   a. Grantee’s receipts and deposits
   b. Grantee’s disbursements
   c. Grantee’s invoice preparation
3. Audit reports covering the Grantee’s internal control structure and/or expenditures within the last two years.

Contracts:
1. Original contract between the Grantee and the State, including any amendments.
2. All contract documents between the Grantee and any subcontractors.
3. Listing of all active or completed contracts funded by Proposition 12, 13, 40, and 50.

Budgets:
1. Budget modification documents.

Invoices:
1. Invoices from the Grantee to the State for payments made under the grant.
2. Invoices from the subcontractors to the Grantee for payments made under the grant.
3. All supporting documentation associated with the above invoices.

Cash Documents:
1. Receipts showing payments received from the State.
2. Deposit slips showing deposit of the payments received from the State.
3. Canceled checks or disbursement documents showing payments made to vendors for contract disbursements.
4. Bank statements showing the deposit of the receipts and interest earned on any monies held by the Grantee.

Accounting Records:
1. Ledgers showing entries for cash receipts and cash disbursements.

Travel/Per Diem:
1. Grantee travel policies.
2. Travel claims for travel costs charged to the contract organized by the Grantee Invoice on which the travel was charged.
3. Mileage logs if mileage for grantee employees claimed and paid with Grant funds.

Project Files:
1. All supporting documentation maintained in the project files.
O. SAMPLE GRANT AGREEMENT

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT

Grantee Name: Insert Here
Project Title: Insert Here
Agreement Number: X X X X X X-0
Authority: Budget Act of 2021 (Chapters 21, 69, and 240, Statutes of 2021)
Program: General Fund Specified Grant Projects

PROJECT DESCRIPTION

Brief Project Description
A detailed project scope and activities, project schedule and project budget are described and attached hereto as Exhibit A.

Grant Funds are to be for planning projects in accordance with the provisions contained in the Procedural Guide for General Fund Specified Planning Projects and this Agreement.

TERMS AND CONDITIONS OF GRANT

Special Provisions

1. **If the Grantee is a nonprofit:** If the Grantee is a nonprofit organization and ceases to exist, all of its rights, title and interest in the real property shall vest in the State of California. The State may, at its discretion, identify an appropriate public or private entity to accept the right, title, and interest in the real property in lieu of the State.

2. **If Grantee is a federally recognized Indian Tribe replace Section F below with the following:** **Grantee’s Limited Waiver of Sovereign Immunity and Hold Harmless**

   1. The Parties acknowledge that Grantee is a federally recognized Indian tribe and, as such, possesses sovereign immunity from suit. Nothing in this Grant Agreement is or shall be deemed to be a waiver of Grantee’s sovereign immunity from suit, which immunity is expressly asserted, except for the limited waiver set forth in this section.

   2. Limited Waiver of Sovereign Immunity and hold harmless. Notwithstanding any other provision in this Agreement (including, without limitation, any provision of any Exhibit incorporated in this Agreement by reference) to the contrary, nothing in this Agreement shall be deemed to be a general waiver of Grantee’s sovereign immunity from suit, which immunity is expressly asserted. Provided, however, that Grantee hereby expressly, unequivocally, and irrevocably provides a limited waiver of sovereign immunity from suit to allow the Natural Resources Agency to exercise all of its rights under the terms of this Agreement, and Grantee consents to suit in any court of the State of California for any claim to interpret or to enforce this Agreement. This shall include the right to contribution for loss of damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of State, its officers, agents, and employees.

   3. Grantee shall indemnify, hold harmless State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Project, which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with...
items to which it has certified. Under this indemnification provision, Grantee shall not be responsible for defending State in court but shall reimburse for actual invoiced costs associated with the defense.

Grantee and State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and Grantee, their officers, agents or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

3. Other special provisions, if applicable

**General Provisions**

A. Definitions


2. The term “Agreement” means this Grant Agreement.

3. The term “Application” means the Project Information Package and any applicable materials supplied by grantee to the State pursuant to the Application Guidelines.


5. The term “Grant” or “Grant Funds” means the money provided by the State to the Grantee in this Agreement.

6. The term “Grant Agreement” means a contractual arrangement between the State and Grantee specifying the payment of funds by the State for the performance of specific project objectives within a specific project performance period by the Grantee.

7. The term “Grantee” means an entity who has a signed agreement for grant funds.

8. The term “Other Sources of Funds” means cash or in-kind contributions that are required or used to complete the project beyond the grant funds provided by this Agreement.

9. The term “Payment Request Form” means Form RA212.

10. The term "Project" means the planning activity described in the Application as modified by Exhibit A to be accomplished with grant funds.

11. The term “Project Budget” means the State approved cost estimate included as Exhibit A to this Agreement.

12. The term “Project Scope” means the description or activity for work to be accomplished by the project.

13. The term “Public Agency” means any State of California department or agency, a county, city, public district, or public agency formed under California law.

14. The term “State” means the Secretary for California Natural Resources or his/her representatives, or other political subdivision of the State.

B. Project Execution

1. Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement.
2. Grantee shall furnish any and all additional funds that may be necessary to complete the project.

3. Grantee shall complete the project in accordance with the Project Performance Period set forth on the signature page unless an extension has been formally granted by the State and under the Terms and Conditions of this Agreement. Extensions may be requested in advance and will be considered by State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond March 1, 2026.

4. Grantee certifies that the scope of work does and will continue to comply with all current laws and regulations which apply to the planning project identified in Exhibit A, including but not limited to, environmental laws, including but not limited, CEQA, health and safety codes, and disabled access laws.

5. Projects must comply with any applicable laws pertaining to prevailing wage and labor compliance.

6. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original Project Scope per Exhibit A and the Application. Changes in Project Scope must continue to meet the need cited in the original application or they will not be approved. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. Any modification or alteration in the Project must also comply with all current laws and regulations, including but not limited to CEQA.

C. Project Costs

1. Unless otherwise agreed upon, Grant Funds provided to Grantee under this Agreement will be disbursed for eligible costs, on a reimbursement basis, as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:

   a. Approved costs attributed to the planning project. Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the Project.

   b. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, upon completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State.

   c. Advance payments may be made at the discretion of the State.

   d. Grantee agrees to use any Grant Funds advanced by the State under the terms of this Agreement solely for the Project herein described.

2. Payment Documentation:

   a. All payment requests must be submitted using a completed Payment Request Form. This form must be accompanied by an itemized list of all expenditures that clearly documents the check numbers, dates, recipients, line-item description as described in the project budget approved by the State and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made.

   b. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate, or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.

3. Grant funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.

4. Except as otherwise provided herein, the Grantee shall expend grant funds in the manner described in the Exhibit A approved by the State. The total dollars of a category in the project budget may be increased by up
to ten percent (10%) through a reallocation of funds from another category, without approval by the State. However, the Grantee shall notify the State in writing when any such reallocation is made and shall identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved by the State. In any event, the total amount of the grant funds may not be increased, nor may any adjustments exceed the limits for management costs as described in the Application Guidelines.

D. Project Administration

1. Grantee shall promptly provide project reports upon request by the State. In any event Grantee shall provide the State a report showing total final project expenditures with the final payment request and required closing documents.

2. Grantee shall make property and facilities acquired or developed pursuant to this Agreement available for inspection upon request by the State.

3. If Grant Funds are advanced, the Grantee shall place these Funds in a separate interest-bearing account, setting up and identifying such account prior to the advance. Interest earned on Grant Funds shall be used on the Project, as approved by the State. Any overpayment of Grant Funds in excess of final project costs shall be returned to the State within sixty (60) days of completion of the Project or the end of the Project performance period as shown on the signature page, whichever is earlier.

4. Grantee shall submit all documentation for project completion, including a notice of completion as applicable and final reimbursement within ninety (90) days of project completion, but in no event any later than March 1, 2026.

5. Final payment is contingent upon State verification that project is consistent with project scope as described in Exhibit A, together with any State approved amendments.

6. This Agreement may be amended by mutual agreement in writing between Grantee and State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.

7. Grantee must report to the State all sources of other funds for the project.

E. Project Termination

1. Prior to the completion of Project either party may terminate this Agreement by providing the other party with thirty (30) days’ written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by Grantee which affects performance of this or any other grant agreement or contract entered into with the State.

2. If the State terminates without cause the Agreement prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.

3. If the Grantee fails to complete the project in accordance with this Agreement, or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the project. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State’s best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.
4. Failure by the Grantee to comply with the terms of this Agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.

5. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.

6. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is the purpose as stated in the Application for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of grant funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the grant funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

F. Hold Harmless

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of State, its officers, agents and employees.

2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the project, including development, construction, operation or maintenance of the property described in the project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

3. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and Grantee, their officers, agents or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents, and records for the project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents, and records for three (3) years after final payment and one (1) year following an audit.

2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements, and receipts with respect to its activities under this Agreement.

3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

H. Materials/Plans

1. The Grantee agrees that all data, plans, drawings, specifications, surveys, studies, and other written or graphic work produced in the performance of this Agreement, herein referred to as “materials” are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so.
2. Grantee agrees that the grantee shall use the materials developed with grant funds under this agreement only for the purpose for which the grant funds were requested and no other use of the materials shall be permitted except by written permission.

3. Grantee must certify the materials developed with grant funds under this agreement shall remain available for public review. This Agreement shall not prevent the transfer of the materials from the Grantee to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.

4. If the use of the materials is changed to a use that is not permitted by the Agreement, or if the materials are sold or otherwise disposed of, at the State’s sole discretion, an amount equal to (1) the amount of the Grant, or (2) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State.

I. Nondiscrimination

1. During the performance of this grant, grantee and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any person because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Grantee and subcontractors shall ensure that the evaluation and treatment of all persons, and particularly their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)–(f), are incorporated into this grant by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Grantee shall include this non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.

2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. The completed Project shall be available to members of the public generally.

J. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

K. Severability

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

L. Waiver

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

M. Assignment

Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.
N. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Agency Grants Administrator. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Assistant Secretary for Bonds and Grants for the California Natural Resources Agency. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee’s position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Assistant Secretary shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons, therefore. Should the Grantee disagree with the Deputy Assistant Secretary’s decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.

2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary’s decision is unacceptable. The letter must include, as an attachment, copies of the Grantee’s original grievance report, evidence originally submitted, and response from the Deputy Assistant Secretary. The Grantee’s letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Assistant Secretary’s written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee’s letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.

O. Audit Requirements

Grant projects are subject to audit by the State annually and for three (3) years following the final payment of grant funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the project for which the grant funds were granted.
STATE OF CALIFORNIA NATURAL RESOURCES AGENCY

GRANT AGREEMENT

GRANTEE NAME: City of Sacramento

PROJECT TITLE: Planting Justice at Sacramento City Tree Nursery

AUTHORITY: Budget Act of 2021 (Chapters 21, 69, and 240, Statutes of 2021)

PROGRAM: General Fund Specified Grant Projects

AGREEMENT NUMBER: GF2117-0

TERM OF LAND TENURE: 25 years from date of project completion as evidenced by Project Certification Form

PROJECT PERFORMANCE PERIOD IS: May 1, 2022 to March 1, 2025

Under the terms and conditions of this agreement, the grantee agrees to complete the project as described in the project scope set forth in Exhibit A and any subsequent amendments, and the State of California, acting through the Natural Resources Agency pursuant to Budget Act of 2021 (Chapters 21, 69, and 240, Statutes of 2021), agrees to fund the project up to the total grant amount indicated.

PROJECT DESCRIPTION: See project description on page 1 and Exhibit A of the Agreement

TOTAL STATE GRANT NOT TO EXCEED: $2,000,000.00 (or project costs, whichever is less)

The Special and General Provisions attached are made a part of and incorporated into the Agreement.

CITY OF SACRAMENTO

By Michael Jasso

Title Assistant City Manager

Date 7/8/2022

STATE OF CALIFORNIA
NATURAL RESOURCES AGENCY

By Bryan Cash

Title Assistant Secretary for Administration & Finance

Date 7/11/2022

CERTIFICATION OF FUNDING

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I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance

SIGNATURE OF ACCOUNTING OFFICER

DATE 7/13/2022
STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT

Grantee Name: City of Sacramento

Project Title: Planting Justice at Sacramento City Tree Nursery

Agreement Number: GF2117-0

Authority: Budget Act of 2021 (Chapters 21, 69, and 240, Statutes of 2021)

Program: General Fund Specified Grant Projects

PROJECT DESCRIPTION

Project will develop site as an organic fruit/vegetable nursery, an agriculture garden, and create a vocational training program and educational programming.

A detailed project scope and activities, project schedule and project budget are described and attached hereto as Exhibit A.

Grant Funds are to be used to support capital asset and program projects in accordance with the provisions contained in the Procedural Guide for General Fund Specified Grant Projects and this Agreement.

TERMS AND CONDITIONS OF GRANT

Special Provisions

1. Notwithstanding §1.1. Grantee shall maintain, operate, and use the project in fulfillment of the purpose funded pursuant to this grant for a minimum of TEN (10) YEARS, consistent with the Land Tenure/Site Control requirements included in the Procedural Guide. After Ten (10) Years, the Grantee is no longer required to maintain, operate, and use the project in fulfillment of the purpose funded pursuant to this grant if the Grantee uses the former City tree nursery site for one or more purposes that benefit the public, as determined by the Grantee, until the twenty-fifth anniversary of project completion (as evidenced by Project Certification Form). Grantee, or Grantee’s successor in interest in the property, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the project site only upon the written approval of the State for good cause. “Good cause” includes, but is not limited to, natural disasters that destroy the project improvements and render the project obsolete or impractical to rebuild.

General Provisions

A. Definitions


2. The term “Acquisition” means obtaining a fee interest or any other interest, including easements, leases, and development rights.

3. The term “Agreement” means this Grant Agreement.
4. The term “Application” means the Project Information Package and any applicable materials supplied by grantee to the State pursuant to the Application Guidelines.


6. The term “Development” means improvement, rehabilitation, restoration, enhancement, preservation, protection and interpretation or other similar activities.

7. The term “Fair Market Value” means the value placed upon the property as supported by an appraisal that has been reviewed and approved by the California Department of General Services (DGS).

8. The term “Grant” or “Grant Funds” means the money provided by the State to the Grantee in this Agreement.

9. The term “Grant Agreement” means a contractual arrangement between the State and Grantee specifying the payment of funds by the State for the performance of specific project objectives within a specific project performance period by the Grantee.

10. The term “Grantee” means an entity who has a signed agreement for grant funds.

11. The term “Interpretation” means visitor-serving amenities that communicate the significance and value of natural, historical, and cultural resources in a manner that increases the understanding and enjoyment of these resources, or other similar activities.

12. The term “Other Sources of Funds” means cash or in-kind contributions that are required or used to complete the project beyond the grant funds provided by this Agreement.

13. The term “Payment Request Form” means Fcrm RA212.

14. The term “Project” means the acquisition, development or program activity described in the Application as modified by Exhibit A to be accomplished with grant funds.

15. The term “Project Budget” means the State approved cost estimate included as Exhibit A to this Agreement.

16. The term “Project Scope” means the description or activity for work to be accomplished by the project.

17. The term “Public Agency” means any State of California department or agency, a county, city, public district, or public agency formed under California law.

18. The term “State” means the Secretary for California Natural Resources or his/her representatives, or other political subdivision of the State.

B. Project Execution

1. Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement.

2. Grantee shall furnish any and all additional funds that may be necessary to complete the project.
3. Grantee shall complete the project in accordance with the Project Performance Period set forth on the signature page unless an extension has been formally granted by the State and under the Terms and Conditions of this Agreement. Extensions may be requested in advance and will be considered by the State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond March 1, 2026.

4. Grantee shall at all times ensure that project complies with all environmental laws, including but not limited to obtaining all necessary permits.

Changes to the scope resulting from CEQA compliance are permitted provided the State determines that the project continues to meet all objectives of the General Fund Specified Grant Project and is consistent with the intent cited in the original Application.

5. Projects must comply with any applicable laws pertaining to prevailing wage and labor compliance.

6. Grantee certifies that the project does and will continue to comply with all current laws and regulations which apply to the project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee certifies that prior to commencement of construction all applicable permits and licenses (e.g., state contractor’s license) will have been obtained.

7. Grantee shall provide access by the State upon 24-hours’ notice to determine if project work is in accordance with the approved project scope, including a final inspection upon project completion.

8. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original project scope per Exhibit A and the Application. Changes in project scope must continue to meet the need cited in the original Application or they will not be approved. Any modification or alteration in the project as set forth in the Application on file with the State must be submitted to the State for approval. Any modification or alteration in the project must also comply with all current laws and regulations, including, but not limited to, CEQA.

9. Grantee shall provide for public access and/or educational features where feasible.

10. Grantee must have (1) fee title, (2) leasehold, or (3) other interest in project lands and demonstrate to the satisfaction of the State the proposed project will provide public benefits that are commensurate with the type and duration of the interest in land.

11. Grantee shall promptly provide photographs of the site during and after implementation of the project at the request of the State.

12. If a nonprofit organization, Grantee certifies the corporation is qualified under Section 501(c)(3) of the Internal Revenue Service Code, has an active status with the Secretary of State, and is current with the Attorney General’s Registry of Charitable Trusts. Failure by the Grantee to remain in compliance with these nonprofit requirements may be cause for suspension of all obligations of the State hereunder and termination of this Agreement.

C. Project Costs

1. Unless otherwise agreed upon, Grant Funds provided to Grantee under this Agreement will be disbursed for eligible costs, on a reimbursement basis, as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:

   a. Grantee agrees to use any Grant Funds advanced by the State under the terms of this Agreement solely for the Project herein described.
b. Approved direct management, construction, development, and program costs. Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the project.

c. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, upon completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State.

d. Overhead costs are generally limited to a maximum of 15% of total direct costs.

2. Payment Documentation:

a. All payment requests must be submitted using a completed Payment Request Form. This form must be accompanied by an itemized list: of all expenditures that clearly documents the check numbers, dates, recipients, line-item description as described in the project budget approved by the State and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made.

b. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate, or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.

3. Grant funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.

4. The State reserves the right to request reimbursement of any funds spent on the project, even funds deemed eligible costs, if the project is not completed in accordance with the Grant Agreement and the guidelines.

5. Except as otherwise provided herein, the Grantee shall expend grant funds in the manner described in the Exhibit A approved by the State. The total dollars of a category in the project budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by the State. However, the Grantee shall notify the State in writing when any such reallocation is made and shall identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved by the State. In any event, the total amount of the grant funds may not be increased, nor may any adjustments exceed the limits for management costs as described in the Application Guidelines.

D. Project Administration

1. Grantee shall promptly provide project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final project expenditures with the final payment request and required closing documents.

2. Grantee shall make property and facilities acquired or developed pursuant to this Agreement available for inspection upon request by the State.

3. If Grant Funds are advanced, the Grantee shall place these Funds in a separate interest-bearing account, setting up and identifying such account prior to the advance. Interest earned on Grant Funds shall be used on the Project, as approved by the State. Any overpayment of Grant Funds in excess of
final project costs shall be returned to the State within sixty (60) days of completion of the Project or the end of the Project performance period as shown on the signature page, whichever is earlier.

4. Grantee shall submit all documentation for project completion, including a notice of completion as applicable and final reimbursement within ninety (90) days of project completion, but in no event any later than March 1, 2026.

5. Final payment is contingent upon State verification that the Project is consistent with the Project scope as described in Exhibit A, together with any State-approved amendments.

6. This Agreement may be amended by mutual agreement in writing between the Grantee and the State. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.

E. Project Termination

1. The State reserves the right to terminate a Grant Agreement for any reason at any time. There are no vested rights or entitlements to funding that a Grantee can or should rely upon, and once a notice of termination is provided to the Grantee, only authorized and eligible work prior to that notification of termination will be paid by the State.

2. Prior to the completion of project construction, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by the Grantee which affects performance of this or any other grant agreement or contract entered into with the State.

3. If the State terminates without cause the Agreement prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.

4. If the Grantee fails to complete the project in accordance with this Agreement, or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the project. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.

5. Failure by the Grantee to comply with the terms of this Agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.

6. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.

7. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is the for the purposes as stated in the Application for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of grant funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the grant funds disbursed under this Agreement by the State would be inadequate.
compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

F. Hold Harmless

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of State, its officers, agents and employees.

2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the project, including development, construction, operation or maintenance of the property described in the project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

3. Grantee and State agree that in the event of judgment entered against the State and the Grantee because of the gross negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Insurance

1. Throughout the term of this Agreement, the Grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the Grantee or its agents, representatives, employees, volunteers, or contractors associated with the project undertaken pursuant to this Agreement. As an alternative, with the written approval of the State, the Grantee may satisfy the coverage required by this section in whole or in part through: a) its contractors’ procurement and maintenance of insurance for work under this agreement, if the coverage otherwise fully satisfies the requirements of this section; or (b) the grantee’s participation in a “risk management” plan, self-insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section. The Grantee shall maintain property insurance, if required below, throughout the term of this Agreement. Any required errors or omissions liability insurance shall be maintained from the effective date through two calendar years after the completion date. The Grantee shall maintain all other required insurance from the effective date through the completion date.

2. Minimum Scope of Insurance. Coverage shall be at least as broad as:

a. Insurance Services Office (“ISO”) Commercial General Liability coverage occurrence basis (Form CG 00 01 or comparable).

b. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (covering owned, hired and no-owned autos). If the project will utilize multiple-passenger commercial vehicles, such as bus or van (i.e. common carrier vehicle(s)): coverage consistent with California Public Utilities Commission General Orders 101E, 115F and 160A and minimum limits below.

c. Workers Compensation and Employer’s Liability – Grantee shall maintain statutory worker’s compensation for all its employees who will be engaged in the performance of this grant and employer’s liability coverage with limits of $1,000,000. If applicable, Grantee shall provide a Maritime Coverage Endorsement as well as any other endorsements required by federal and
state law or regulations. By signing this Agreement, Grantee acknowledges compliance with these regulations.

d. Watercraft Liability: If the project will utilize any other watercraft, endorsement to Commercial General Liability policy or Protection and Indemnity Insurance. Such insurance shall cover liability arising out of the maintenance and use of any watercraft covering owned, hired and non-owned vessels.

e. Vessel Damage or Destruction Insurance. Grantee shall maintain insurance to cover damage or destruction of watercraft or vessel(s) acquired under this grant.

3. Minimum Limits of Insurance. The Grantee shall maintain coverage limits no less than:

a. General Liability (Including operations, products and completed operations, as applicable): $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this agreement or the general aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability: $1,000,000 per accident for bodily injury and property damage. If the project will utilize multiple-passenger commercial transportation vehicles, such as bus or van (i.e. common carrier vehicle(s)): $5,000,000 per vehicle or such lower limits as are allowed by the applicable CPUC General Order.

c. Worker’s Compensation: As required by law with Employer’s Liability of no less than $1,000,000.

d. Watercraft Liability (for private vessel) Coverage, if required in 2.d., above. In the following amounts:
   I. Vessels under 30 ft.: $1,000,000 combined single limit.
   II. Vessels over 30 ft. or vessel involved in research: $2,000,000 combined single limit.

4. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the State.

5. Required Provisions Concerning the State.

a. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days’ prior written notice by first class mail has been given to the State; or in the event of cancellation of coverage due to nonpayment, after ten days prior written notice to the State. The Grantee shall notify the State within two days of receipt of notice that any required insurance policy will lapse or be cancelled. At least ten days before an insurance policy held by the Grantee lapses or is cancelled, the Grantee shall provide the State with evidence of renewal or replacement of the policy.

b. The Grantee hereby grants to the State, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the Grantee may acquire against the State, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Grantee has received a waiver of subrogation endorsement from the insurer.

c. The general liability and automobile liability policies are to contain, or to be endorsed to contain, the following provisions:
I. The State, its officers, agents and employees are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Grantee; and with respect to liability arising out of work or operations, including completed operations, performed by or on behalf of the Grantee including materials, parts or equipment furnished in connection with such work or operations.

II. For any claims related to this Agreement, the Grantee’s insurance coverage shall be primary insurance with respect to the State, its officers, agents and employees, and not excess to any insurance or self-insurance of the State.

III. The limits of the additional insured coverage shall equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this Agreement.

d. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

6. Acceptability of Insurers. Insurance shall be placed with insurers approved to transact business in the State of California and having a current Best’s rating of “B+ VII” or better or, in the alternative, acceptable to the State.

7. Verification of Coverage. Upon request, Grantee shall furnish the State with original certificates and amendatory endorsements, including the required loss payee and additional insured endorsements, effecting coverage required for adding the State as additional insureds. If common carrier vehicle or commercial or private vessel insurance is required, then in addition, the Grantee shall provide proof of compliance with the common carrier vehicle and/or vessel insurance requirements of this section and the applicable California Public Utilities Commission General Order. All certificates and endorsements are to be received and approved by the State before work commences. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage, at any time.

8. Contractors. The Grantee shall include all contractors as insureds under its policies or shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, Grantee shall also require each professional contractor to provide and maintain errors and omissions liability insurance appropriate to the contractor’s profession and in an amount no less than $1,000,000 is required in light of the nature of the project.

9. Premiums and Assessments. The State is not responsible for premiums and assessments on any insurance policy.

H. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents, and records for three (3) years after final payment and one (1) year following an audit.

2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements, and receipts with respect to its activities under this Agreement.
3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

I. Use of Facilities

1. Grantee shall maintain, operate, and use the project in fulfillment of the purpose funded pursuant to this grant for a minimum of TWENTY-FIVE (25) YEARS, consistent with the Land Tenure/Site Control requirements included in the Application Guidelines. The Grantee, or the Grantee's successor in interest in the property, may assign without reservation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the project improvements and render the project obsolete or impracticable to rebuild.

2. Grantee shall use the property for the purposes for which the grant was made and shall make no other use or sale or other disposition of the property. This Agreement shall not prevent the transfer of the property from the Grantee to a Public Agency, if the successor public agency assumes the obligations imposed by this Agreement.

3. If the use of the property is changed to a use that is not permitted by the Agreement, or if the property is sold or otherwise disposed of, at the State's sole discretion, the Grantee shall reimburse the State the amount of the Grant.

J. Nondiscrimination

1. During the performance of this grant, grantee and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any person because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Grantee and subcontractors shall ensure that the evaluation and treatment of all persons, and particularly their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)-(f), are incorporated into this grant by reference and made a part hereof as if set forth in full (Cal. Code Regs., tit. 2, §7285.0 et seq.). Grantee shall include this non discrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.

2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. The completed project and all related facilities shall be open to members of the public generally, except as noted under the special provisions of this Agreement or under provisions of the Act.

K. Drug-Free Workplace

The Grantee’s signature on this Agreement constitutes the certification required by Government Code Section 8355 (Drug-Free Workplace Act of 1990), which requires that all state grantees provide a drug-free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or
organization’s workplace and specifying actions that will be taken against employees for violations of the prohibition.

2. Establishing a drug-free awareness program to inform employees about all of the following

   a. The dangers of drug abuse in the workplace.
   b. The person’s or organization’s policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance programs.
   d. The penalties that may be imposed upon employees for drug abuse violations.

3. Requiring that each employee engaged in the performance of the grant be given a copy of the drug-free workplace statement and that, as a condition of employment on the grant, the employee agrees to abide by the terms of the statement.

L. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

M. Severability

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

N. Waiver

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

O. Assignment

Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

P. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Agency Grants Administrator. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Assistant Secretary for Bonds and Grants for the California Natural Resources Agency. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee’s position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Assistant Secretary shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefor. Should the Grantee disagree with the Deputy Assistant Secretary’s decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.
2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary’s decision is unacceptable. The letter must include, as an attachment, copies of the Grantee’s original grievance report, evidence originally submitted, and response from the Deputy Assistant Secretary. The Grantee’s letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Assistant Secretary’s written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee’s letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.

Q. Audit Requirements

Grant projects are subject to audit by the State annually and for three (3) years following the final payment of grant funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the project for which the grant funds were granted.
EXHIBIT A

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT

General Fund Specified Grant FY 2021-2022

Grantee Name: City of Sacramento

Project Title: Planting Justice at Sacramento City Tree Nursery

Agreement Number: GF2117-0

Project Location: 1920 34th Avenue, Sacramento, CA 95822

Project Scope:

Project will develop the site as an organic fruit/vegetable nursery and community supported agricultural farm. Activities include site preparation, utility upgrades, and installation of greenhouses, shade structures, propagation structures, and raised planter beds. Project includes purchase of plants, propagation materials, and other farming supplies. Project will support operational expenses including salaries for farm managers, technicians, and stipends for youth interns. Project will create a vocational training program; develop educational programming; and create and operate a production and retail nursery to serve local communities.

Project elements funded by General Fund grant include:
- Planting Justice staff time
- Three Sisters staff time
- Youth stipends
- Site preparation
- Nursery structures
- Nursery materials
- Production farm materials
- Site utility costs (electrical and plumbing)
- Irrigation costs

Project site is publicly accessible from 34th Avenue in Sacramento, CA.

Project Schedule:

<table>
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<th>Activity Description</th>
<th>Timeline</th>
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<tbody>
<tr>
<td>Environmental compliance and permitting</td>
<td>May 2022 – June 2022</td>
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<tr>
<td>Site prep and construction</td>
<td>May 2022 – June 2022</td>
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<tr>
<td>Planting Justice lease with City of Sacramento renewed and revised</td>
<td>May 2022 – June 2022</td>
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<tr>
<td>Hire staff and youth interns</td>
<td>May 2022 – Dec 2023</td>
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<td>Production farm construction and planting</td>
<td>June 2022 – March 2023</td>
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<td>Propagation nursery construction and planting</td>
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<td>Outreach and promotion for Agriculture Training Programs</td>
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<td>Develop Curriculum for Youth and Adult Agriculture Training</td>
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<tr>
<td>Run vocational training and youth education programs</td>
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<td>Production farm fully operational</td>
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<td>CSA/food distribution program</td>
<td>April 2023 – December 2024</td>
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<tr>
<td>Nursery and nursery retail fully operational</td>
<td>January 2024 – December 2024</td>
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<tr>
<td>Submit Project Closeout package with final Payment Request to State</td>
<td>January 2025</td>
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Cost Estimate: See Exhibit A-1
# EXHIBIT A-1
STATE OF CALIFORNIA NATURAL RESOURCES AGENCY

**Grantee:** City of Sacramento  
**Project:** Planting Justice at Sacramento City Tree Nursery  
**Agreement No.:** GF2117-0

## Cost Estimate:

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<td>1.3</td>
<td>Three Sisters Gardens Executive Director</td>
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<td>1.4</td>
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<td>$57,500.00</td>
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<td>1.5</td>
<td>Architect Consultant</td>
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<td>Construction Costs</td>
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<td>2.1</td>
<td>Planting Justice structures (green house, hoop houses, shade structures, portable trailer, etc.)</td>
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<td>2.6</td>
<td>Grading &amp; paving</td>
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<th>Raley's Grant</th>
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*All invoices & receipts for project expenditures from all funding sources will be retained and made available in the event of any future State audit.

†Overhead costs are allowable and generally limited to 15% of total direct costs of the grant. In-service payroll may not include a "billable rate" or administrative cost allocation.
## General Information (Required)

<table>
<thead>
<tr>
<th>Original Contract # (supplements only):</th>
<th>Supplement/Addendum #:</th>
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<tr>
<td>Assessor’s Parcel Number(s): 035-001-0042-0000</td>
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<tr>
<td>Contract Effective Date: 08/09/2022</td>
<td>Contract Expiration Date (if applicable):</td>
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<tr>
<td>$ Amount (Not to Exceed): $2,000,000.00</td>
<td>Adjusted $ Amount (+/-):</td>
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<tr>
<td>Project #: B02000110</td>
<td>Bid/RFQ/RFP #: P202015113006</td>
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<tr>
<td>City Council Approval: YES</td>
<td>if YES, Council File ID#: 2022-01206</td>
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### Contract Processing Contacts

<table>
<thead>
<tr>
<th>Department:</th>
<th>City Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Coordinator:</td>
<td>Blair Hongo</td>
</tr>
<tr>
<td>Project Manager:</td>
<td>Amanda Wallace</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:bhongo@cityofsacramento.org">bhongo@cityofsacramento.org</a></td>
</tr>
</tbody>
</table>

### Department Review and Routing

| Accounting: | (Signature) | (Date) |
| Supervisor: | (Signature) | (Date) |
| Division Manager: | (Signature) Blair Hongo | (Date) |
| Other: | (Signature) | (Date) |

### Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)

- [ ] Recording Requested  - [ ] Other Party Signature Required

------------------------FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE------------------------
TREE NURSERY GRANT
PROJECT DELIVERY AND USE AGREEMENT

This TREE NURSERY GRANT PROJECT DELIVERY AND USE AGREEMENT dated August 9, 2022, for purposes of identification, is between the CITY OF SACRAMENTO, a municipal corporation (the "City"), and PLANTING JUSTICE, a California nonprofit public benefit corporation ("Planting Justice").

Background

The City’s former tree nursery is a five-acre City-owned site located at 1920 34th Avenue in Sacramento (the “Tree Nursery”), that was previously used to grow many of the City’s annual and perennial plants and tree stock. The City closed the Tree Nursery in 2008. Since then, the site has been mostly vacant, except for the temporary storage of plants and trees, and stockpiling the City’s bulk materials such as soil, mulch, or wood chips.

In 2019 and 2020, the City solicited proposals (Bid#: I19151131037 and Bid#: P202015113006) from interested parties to lease and manage all or a portion of the Tree Nursery as a multi-use hub for agricultural, workforce development, and related purposes. As a result of the public solicitation process, the City selected the partnership led by Planting Justice to lease, develop and operate the site. Planting Justice is a nonprofit corporation based in Oakland, California. Planting Justice’s partner, Three Sisters Gardens, is a nonprofit corporation based in West Sacramento. In July 2020, the City and Planting Justice entered into a lease agreement (City Agreement 2020-1441) for three-acres of the undeveloped portions of the Tree Nursery (the “Lease”). Planting Justice subleases a one-acre portion of the leased premises to Three Sisters Gardens. In December 2021, the City demolished the existing greenhouse and administrative building on the non-leased two-acre portion of the Tree Nursery, but left the existing lathe house and bulk storage facilities standing. The City and Planting Justice are in the process of amending the Lease to include the remaining two acres as part of the leased premises.

Together, Planting Justice and Three Sisters Gardens propose to transform the Tree Nursery into what will become a nationally-significant center for urban agriculture, social entrepreneurship, multifaceted biodiversity, youth mentorship, and farmer training (the “Project”). The Project will include a vegetable, herb, and flower farm led by Three Sisters Gardens and a production nursery for Planting Justice’s existing organic plant nursery, which includes one of the largest collections of certified organic fruit trees in North America boasting over 1,200 varieties. Planting Justice and Three Sisters Gardens’ goal for the Project is to create living-wage green jobs, youth employment opportunities, urban agriculture on-boarding and training, a variety of educational opportunities for sustainability and health, and healthy food access for years to come. The Project will also include a local farm stand and opportunities for local community access and engagement. A major focus of the Project is to advance equity in Sacramento through living wage jobs, food security, and education and training.

The State of California allocated $2,000,000 to the City for Planting Justice as part of the Budget Act of 2021 (Chapters 21, 69, and 240, Statutes of 2021). The State of California’s Natural Resources Agency (“CNRA”) is making this funding available to the City through a local assistance specified grant.
The City, in consultation with Planting Justice and Three Sisters Gardens, developed a project scope for the grant agreement that includes: installation of electrical and irrigation utilities; site preparation; paving, nursery and production farm structures and materials; Planting Justice and Three Sisters Gardens staff time; and stipends for youth interns.

The City and Planting Justice agree that allowing Planting Justice to use state grant funds to develop and operate the Tree Nursery as a production garden and retail nursery benefits the City’s food access and workforce training initiatives and furthers their mutual interest in promoting development of this important project.

With these background facts in mind, the City and Planting Justice agree as follows:

1. Definitions. All capitalized terms used in this agreement, but not expressly defined in this agreement, have the meanings ascribed to them in the Grant Agreement. In addition, the following definitions apply:

   “Advance Account” means the separate, interest-bearing account to hold Advance payments of Grant Funds from the State to the City.

   “Advance Account Balance” means an amount equal to the difference between the balance of Grant Funds in the Advance Account and all approved payments from the Advance Account that have yet to post to the Advance Account.

   “City Advance” means Grant Funds advanced by the City to Planting Justice.

   “Documented Invoice” means a written request for payment for costs incurred that (i) includes sufficient detail and supporting documentation to demonstrate that the costs are eligible costs under the Grant Agreement and are not reimbursed through other grant programs, (ii) includes sufficient detail and supporting documentation to demonstrate compliance with prevailing wage laws, and (iii) includes sufficient detail and supporting documentation to allow the City to complete a Payment Request Form (including all required forms), Advance Reconciliation Form (including all required forms), or both a Payment Request Form and Advance Reconciliation Form, as applicable.

   “Grant Agreement” means the grant contract identified as State contract number GF2117-0 between the City and the State, as it may be amended from time to time. The Grant Agreement is attached as exhibit A.

   “Grant Funds” means the funds that the State provides to the City under the Grant Agreement and any interest that the City earns on such funds.

   “Tree Nursery Improvements” means all materials, property, and improvements that are included in tasks 1.5, 2.1, 2.2, 2.3, 2.4, 2.5, and 2.7 in the Project Budget, as it may be amended from time to time, in exhibit A-1 of the Grant Agreement.

   “Tree Nursery Staff Costs” means the costs that are included in tasks 1.1, 1.2, 1.3, 1.4, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, and 3.8 in the Project Budget, as it may be amended from time to time, in exhibit A-1 of the Grant Agreement.

   “State” means the State of California.
“State Advance” means Grant Funds advanced by the State to the City.

2. **Term.** This agreement takes effect as described in section 25 and remains in effect until the tenth anniversary of Project completion (as evidenced by Project Certification Form), subject to early termination under section 11.

3. **Grant Agreement.** (a) Planting Justice shall comply with all the terms of the Grant Agreement that apply to the City. By way of example, Planting Justice shall: (i) maintain, operate, and use the Project in fulfillment of the purpose funded under the Grant Agreement until the tenth anniversary of Project completion (as evidenced by Project Certification Form) and shall make no other use of the Tree Nursery; (ii) place all City Advances in a separate interest-bearing account, setting up and identifying the account prior to the advance; and (iii) maintain insurance as required under the Grant Agreement.

(b) To the extent that the City’s ability to fulfill its obligations or exercise its rights under the Grant Agreement depends on Planting Justice’s assistance, Planting Justice shall assist the City in fulfilling its obligations or exercising its rights under the Grant Agreement.

4. **Grant Funds.** $2,000,000 is the maximum amount of Grant Funds available to Planting Justice under the Grant Agreement. In general, the City will provide the Grant Funds to Planting Justice on a reimbursement basis after Planting Justice incurs and pays expenses. To assist Planting Justice with cash flow for eligible costs under the Grant Agreement, the City, in its sole discretion, may provide Planting Justice City Advances under section 8, below.

5. **Tree Nursery Improvements.** In addition to complying with the Grant Agreement, Planting Justice shall design, construct, and dedicate the Tree Nursery Improvements as follows:

(a) Planting Justice shall obtain all permits and other governmental approvals required to construct and operate the Tree Nursery Improvements, including Conditional Use, Site Plan and Design Review, and building permits.

(b) Planting Justice shall enter into all contracts necessary to design and construct the Tree Nursery Improvements, including contracting for labor compliance to ensure that Planting Justice’s contractors comply with all City and state prevailing wage laws.

(c) Planting Justice shall include in each construction contract to construct Tree Nursery Improvements provisions naming the City as an intended beneficiary of the contract and requiring the contractor to name the City as an obligee on the contractor’s performance bond.

(d) Planting Justice shall design, furnish, construct and install the Tree Nursery Improvements (i) in accordance with the City’s Standard Specifications For Public Construction approved by the City Council on November 10, 2020 (Resolution 2020-0354), or (ii) as otherwise directed by the City’s Community Development Department.
(e) Planting Justice shall comply with all City and state laws and regulations related to construction of public works projects, including competitive bidding, obtaining 100% payment and performance bonds, and prevailing wage laws.

(f) Planting Justice shall require its contractors to name the City and the State as additional insureds on the contractors’ commercial general liability and automobile liability policies.

(g) Planting Justice shall perform all work on the Tree Nursery Improvements at the places, with the materials, in the manner, and at the grades, as shown on the approved plans and specifications, and to the satisfaction of the City.

(h) Planting Justice shall complete the Tree Nursery Improvements by December 31, 2024.

(i) Title to, and ownership of, the Tree Nursery Improvements constructed under this agreement will vest absolutely in the City upon the City’s acceptance of the completed Tree Nursery Improvements.

(j) Except as otherwise expressly provided in this agreement, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect, Planting Justice guarantees all work executed by or on behalf of Planting Justice and all supplies, materials and devices of whatsoever nature incorporated in, or attached to the work, or otherwise delivered to the City as a part of the work pursuant to this agreement, to be absolutely free of all defects of workmanship and materials for a period of one year after final acceptance of the entire work by the City. Planting Justice shall repair or replace any or all of the work or material, together with all or any other work or material which may be displaced or damaged in so doing, that may prove defective in workmanship or material within the one-year guarantee period without expense or charge of any nature whatsoever to the City. Planting Justice’s duties under this agreement are independent of, and do not affect, its obligations under the Lease.

(k) Except as provided in section 5.(l), below, if Planting Justice fails to comply with the conditions of the guarantee in section 5.(j), above, within ten days after being notified of the defect in writing, the City will have the right, but not the obligation, to repair, or obtain the repair of, the defect and Planting Justice shall pay to the City on demand all costs and expenses of the repair.

(l) If any defect in workmanship or materials covered by the guarantee in section 6(j), above, results in a condition that constitutes an immediate hazard to the health or safety, or any property interest, or any person, the City may immediately repair, or cause to be repaired, either temporarily or permanently, as determined by the City in its sole discretion and judgement, the defect. Planting Justice shall pay to the City on demand all costs and expense of the repair.

(m) The City’s obligation to make final payment to Planting Justice is conditioned on Planting Justice, directly or through its contractors, providing security in a form and amount satisfactory to the City to secure performance of Planting Justice’s warranty obligations under section 5(j) – (l).
6. **Advance Account.** The City, in its sole discretion, may seek State Advances. Upon the City’s request, Planting Justice shall assist the City in preparing advance payment request forms required to obtain State Advances under the Grant Agreement. Under the terms of the Grant Agreement, the City must place all State Advances into the Advance Account.

7. **Payment Requests.** This section provides the exclusive method by which Planting Justice may submit requests for payment. Planting Justice shall submit requests for payment as follows:

   (a) **Advance Payment.** The City shall notify Planting Justice of each State Advance that the City receives. Planting Justice may submit one request for a City Advance of up to $55,000 from each State Advance that the City receives. The City will decide, in its sole discretion, whether to provide Planting Justice with a City Advance and the amount of the City Advance. The City will not provide overlapping City Advances. The entire amount of a City Advance must be reconciled before the City will provide another City Advance. Planting Justice shall use each City Advance solely to pay for eligible costs under the Grant Agreement. Beginning on the last business day of the month when the City provides Planting Justice with a City Advance, and continuing on a monthly basis after that, Planting Justice shall submit advance reconciliation forms until the entire amount of the City Advance has been reconciled.

   (b) **Reimbursement**

      (1) **Initial Payment.** Planting Justice shall submit an initial Documented Invoice to the City that covers all eligible costs that Planting Justice has incurred from April 1, 2022, to date for which it will request payment.

      (2) **Progress Payments.** Beginning on the last business day of the month after Planting Justice submits the initial Documented Invoice, and continuing on a monthly basis after that, Planting Justice shall submit a Documented Invoice to the City that covers all eligible costs that Planting Justice has incurred since the previous Documented Invoice for which it will request payment.

      (3) **Final Payment.** As part of the Documented Invoice covering the final payment to Planting Justice under this agreement, Planting Justice shall provide the City with copies of all records as provided in section 12(a), below.

      (4) **The City shall determine whether a request for payment submitted by Planting Justice meets the requirements of a Documented Invoice no later than 15 days after Planting Justice submits the request.**

      (5) **If the City notifies Planting Justice that the Advance Account Balance is zero and the State will not make any additional State Advances, which triggers the reimbursement process in section 8(b), below, then after the City provides such notice, Planting Justice shall not submit any Documented Invoice that exceeds $200,000.**
8. **Payments to Planting Justice.** If the City determines that a request for payment submitted by Planting Justice meets the requirements of a Documented Invoice, the City shall make payment to Planting Justice as follows, subject to the availability of Grant Funds described in section 8(a) and 8(b) (as applicable):

(a) **Advance Account.** The City shall rely on the Advance Account as the first means of paying a Documented Invoice, subject to the following:

(1) If the Advance Account Balance is sufficient to pay the full amount of the Documented Invoice, the City shall make the payment to Planting Justice using only Grant Funds in the Advance Account.

(2) If the Advance Account Balance is not sufficient to pay the full amount of the Documented Invoice, the City shall promptly notify Planting Justice, and the following terms will apply:

   A. If the Advance Account Balance is greater than zero, the City shall use the Grant Funds in the Advance Account to make a partial payment to Planting Justice in an amount equal to the Advance Account Balance. After making the partial payment, the City shall pay the balance of the amount due under the Documented Invoice in accordance with subsections (a)(1)B and (a)(1)C.

   B. If the Advance Account Balance is zero and the State has notified the City that it will make an additional State Advance, then once the State makes the State Advance payment, the City shall use the Grant Funds in the Advance Account to make payment to Planting Justice in an amount equal to the lesser of the Advance Account Balance and the full amount of the Documented Invoice. If the Advance Account Balance is not sufficient to pay the full amount of the Documented Invoice, then the City shall continue to use the process in this subsection until the Documented Invoice is paid in full, except as provided in subsection (a)(2)C.

   C. If the Advance Account Balance is zero and the State has notified the City that it will not make any additional State Advances, then the City shall make payment to Planting Justice using the reimbursement process in section 8(b) below.

(b) **State Reimbursement.** The City shall rely on the reimbursement process in this subsection as the means of paying a Documented Invoice only if required under section 8(a)(2)C., above. The reimbursement process includes the following steps in the following order:

(1) The City shall pay the Documented Invoice using City funds.

(2) The City shall seek reimbursement from the State for the payment of the paid Documented Invoice.

9. **Supervision or Discipline of Minors.** Planting Justice shall not employ a person, whether as an employee, contractor, or volunteer, in a position with supervisory or disciplinary authority over a
minor in connection with this agreement if the person has been convicted of an offense identified in California Public Resources Code section 5164, subdivision (a)(2). To give effect to this section, Planting Justice shall conduct a criminal background check on each person it employs in a position with supervisory or disciplinary authority over a minor.

10. Indemnity and Release. Planting Justice shall indemnify, defend and hold harmless the City (including its officers, employees and agents) from and against any and all liabilities, penalties, losses, damages, costs, expenses (including reasonable attorneys' fees, whether for outside counsel or the City Attorney), causes of action, claims, or judgments (collectively, "Claims") arising by reason of any death, bodily injury, personal injury, property damage, losses related to independent contractors, products and equipment, explosion, collapse, underground hazards or violation of any law or regulation to the extent arising from any acts or omissions of Planting Justice (including its officers, employees, contractors, subcontractors, and agents) in connection with this agreement, except to the extent arising from the sole active negligence or willful misconduct of the City. Planting Justice hereby waives and releases any and all Claims of whatever sort or nature which may arise against City in connection with the City’s review and inspection of the design and construction of the Tree Nursery Improvements, except those resulting from the sole active negligence or willful misconduct of the City.

Planting Justice shall indemnify, defend and hold harmless the City from and against all demands and claims filed by the State against the City due to Planting Justice’s improper invoices or failure to comply with any term of the Grant Agreement.

11. Default. The occurrence of any one or more of the following events will be a breach by Planting Justice under this agreement and the City will be entitled to cancel this agreement by providing Planting Justice with notice as provided in section 13:

(a) Planting Justice’s failure to comply with the terms of this agreement.

(b) After delivery of a written notice of default and expiration of any cure period stated in the notice, Planting Justice’s failure to comply with any material term of the Grant Agreement.

(c) Planting Justice’s voluntary or involuntary filing of bankruptcy protection or appointment of a receiver.

12. Records and Audits. In addition to complying with the Grant Agreement’s requirements regarding records and audits, Planting Justice shall do the following:

(a) Planting Justice shall make its books, employees, and property related to this agreement available to the City’s Accounting Manager (the “Accounting Manager”), the City Auditor, and any independent auditor at all reasonable times so that the Accounting Manager, City Auditor, or an independent auditor may determine whether Planting Justice has complied with this agreement or the Grant Agreement. If the City requests, Planting Justice shall obtain and provide to the City, at Planting Justice’s sole cost, an independent financial audit of Planting Justice’s use
of the Grant Funds. At project completion, Planting Justice shall provide to the City a copy of all records that support grant compliance and expenditures. These documents will become public records.

(b) Upon demand by the City, given in accordance with section 13, Planting Justice shall reimburse the City for all Grant Funds that the Accounting Manager, City Auditor, an independent auditor, or the State determines were not expended in accordance with this agreement or the Grant Agreement, with reimbursement to be by check payable to the City and delivered to the City at the address shown in section 13.

13. Notices. Any notice, request, report, or demand under this agreement must be in writing and will be considered properly given and effective only when mailed or delivered in the manner provided by this section 13 to the persons identified below or their successors. A mailed notice, application, request, report, or demand will be effective or will be considered to have been given on the third calendar day after it is deposited in the United States Mail (certified mail and return receipt requested), addressed as set forth below, with postage prepaid. A notice, application, request, report, or demand sent in any other manner will be effective or will be considered properly given when actually delivered. Any party may change its address for these purposes by giving written notice of the change to the other party in the manner provided in this section.

If to the City:

City of Sacramento
Office of the City Manager
915 I Street, 5th Floor
Sacramento, California 95814
Attention: Amanda Wallace, Development Project Manager

If to Planting Justice:

Planting Justice
319 105th Avenue
Oakland, CA 94603
Attn: Gavin Raders, Co-Director

14. Insurance. During the term of this agreement, Planting Justice shall maintain insurance coverage as provided in the Grant Agreement and as follows:

(a) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of Planting Justice, its contractors and subcontractors, products and completed operations of Planting Justice, its contractors and subcontractors, and premises owned, leased, or used by Planting Justice, its contractors and subcontractors, with limits of not less than one million dollars.
($1,000,000) per occurrence. The policy must provide contractual liability and products and completed operations coverage for the term of the policy. The policy must not include an exclusion for sexual abuse, physical abuse, or molestation.

(b) Planting Justice or its contractor shall purchase and maintain Builder’s Risk Insurance until completion of the Tree Nursery Improvements, as evidenced by issuance of final building permit approval, with a company or companies lawfully authorized to do business in California. The Builder’s Risk Policy shall be written in the amount of $100,000.00. The City shall be a loss payee under the policy. Planting Justice or its contractor shall pay any deductible under the policy.

(c) Planting Justice shall purchase and maintain during the term of this agreement All Risk Property Insurance including coverage for special perils and flood for the improvements, fixtures, and equipment. All property insurance must be for replacement value and name the City as loss payee.

(d) The minimum limits of insurance required by section 14(a) may be satisfied by a combination of primary and umbrella or excess insurance coverage; provided that any umbrella or excess insurance must contain, or be endorsed to contain, a provision that it applies on a primary basis for the benefit of the City, and any insurance or self-insurance maintained by the City, its officials, employees, or volunteers is in excess of such umbrella or excess coverage and does not contribute with it.

(e) The City, its officials, employees, and volunteers must be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Planting Justice and its contractors; products and completed operations of Planting Justice and its contractors; and premises owned, leased, or used by Planting Justice and its contractors.

(f) The policies must contain, or be endorsed to contain, the following provisions:

(1) Planting Justice’s insurance coverage, including excess insurance, is primary insurance as respects the City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers is in excess of Planting Justice’s insurance and does not contribute with it.

(2) Any failure to comply with reporting provisions of the policies does not affect coverage provided to the City, its officials, employees, or volunteers.

(3) Coverage must state that Planting Justice’s insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

(g) Planting Justice shall provide the City with 30 days’ written notice of cancellation or material change in the policy language or terms.
(h) Insurance must be placed with insurers with a Bests’ rating of not less than A:VI. Self-insured retentions, policy terms, or other variations that do not comply with the requirements of this section 14 must be declared to and approved by the City in writing prior to execution of this agreement.

(i) Planting Justice shall furnish the City with certificates evidencing the insurance required. The certificates must be forwarded to the City representative named in section 13. Copies of policies must be delivered to the City on demand. Certificates of insurance must be signed by an authorized representative of the insurance carrier.

(j) For all insurance policy renewals during the term of this agreement, Planting Justice shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento
c/o EXIGIS LLC
P.O. Box 947
Murrieta, CA 92564
Insurance certificates also may be faxed to (888) 355-3599, or e-mailed to: certificates-sacramento@riskworks.com

(k) The City may withdraw its offer of contract or terminate this agreement if the certificates of insurance required have not been provided prior to execution of this agreement. The City may withhold payments to Planting Justice or terminate the agreement if the insurance is canceled or Planting Justice otherwise ceases to be insured as required by this section 14.

(l) Any available insurance proceeds in excess of the specified minimum limits and coverages must be made available to the City.

(m) Planting Justice’s liability to the City is not in any way be limited to or affected by the amount of insurance coverage required or carried by Planting Justice in connection with this agreement.

15. Assignments. A party may not assign or otherwise transfer this agreement or any interest in it without the other party’s prior written consent, which the other party may withhold in its sole discretion. An assignment or other transfer made contrary to this section 15 is void.

16. Binding effect. This agreement binds and inures to the benefit of the parties’ successors and assigns.

17. Time of Essence. Time is of the essence in performing this agreement.

18. Severability. If a court with jurisdiction rules that any nonmaterial part of this agreement is invalid, unenforceable, or contrary to law or public policy, then the rest of this agreement remains valid and fully enforceable.
19. **Waiver.** A party’s failure to insist on strict performance of this agreement or to exercise any right or remedy upon breach of this agreement will not constitute a waiver of the performance, right, or remedy. A party’s waiver of another party’s breach of any provision in this agreement is not a continuing waiver or a waiver of any later breach of the same or any other provision. A waiver is binding only if set forth in a writing signed by the waiving party.

20. **Interpretation.** This agreement is to be interpreted and applied in accordance with California law, except that that the rule of interpretation in California Civil Code section 1654 will not apply. Exhibit A is part of this agreement.

21. **Attorneys’ fees.** The parties must bear their own costs and attorneys’ fees incurred in connection with this agreement.

22. **No Third-Party Beneficiaries.** This agreement is solely for the benefit of the City and Planting Justice. It is not intended to benefit any third parties.

23. **Tax Implications and Consequences.** The City makes no representations as to the tax consequences associated with the disbursement of Grant Funds related to this agreement, and any determination related to this issue is the sole responsibility of Planting Justice. Planting Justice acknowledges consulting with its own tax advisors or tax attorneys regarding this transaction or having had an opportunity to do so prior to signing this agreement. Planting Justice acknowledges the City cannot provide advice regarding the tax consequences or implications of the Grant Funds disbursed to Planting Justice under the terms of this agreement.

24. **Compliance with all Laws, Requirements, and Orders.** Planting Justice shall comply with all applicable laws, regulations, orders of public officials, and requirements in connection with this agreement, including all non-discrimination and equal opportunity laws to ensure that Planting Justice does not deny benefits or services or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity).

25. **Effective date.** This agreement is effective on the date both parties have signed it, as indicated by the dates in the signature blocks below.

26. **Counterparts.** The parties may sign this agreement in counterparts, each of which is considered an original, but all of which constitute the same agreement. Facsimiles, pdfs, and photocopies of signature pages of the agreement have the same binding effect as originals.

27. **Electronic signatures.** The parties agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement are the same as handwritten signatures for all purposes.

28. **Integration and modification.** This agreement sets forth the parties’ entire understanding regarding the matters set forth above and is intended to be their final, complete, and exclusive expression of
those matters. It supersedes all prior or contemporaneous agreements, representations, and
negotiations—written, oral, express, or implied—and may be modified only by another written
agreement signed by both parties.

CITY OF SACRAMENTO,
\[\text{a Municipal Corporation}\]

By: __________________________
Michael Jasso, Assistant City Manager
Howard Chan, City Manager

Date: __________________________

ATTEST:

______________________________
Assistant City Clerk

APPROVED AS TO FORM:

______________________________
Senior Deputy City Attorney

PLANTING JUSTICE
\[\text{a California Nonprofit Corporation}\]

By: __________________________
Gavin Raders, Co-Director

State I.D. No.: C3196931

Date: 07/21/2022

______________________________
Senior Deputy City Attorney
Exhibit A

Grant Agreement
STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT

GRANTEE NAME: City of Sacramento

PROJECT TITLE: Planting Justice at Sacramento City Tree Nursery

AUTHORITY: Budget Act of 2021 (Chapters 21, 69, and 240, Statutes of 2021)

PROGRAM: General Fund Specified Grant Projects

AGREEMENT NUMBER: GF2117-0

TERM OF LAND TENURE: 25 years from date of project completion as evidenced by Project Certification Form

PROJECT PERFORMANCE PERIOD IS: May 1, 2022 to March 1, 2025

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project as set forth in Exhibit A and any subsequent amendments, and the State of California, acting through the Natural Resources Agency pursuant to Budget Act of 2021 (Chapters 21, 69, and 240, Statutes of 2021), agrees to fund the project up to the total grant amount indicated.

PROJECT DESCRIPTION: See project description on page 1 and Exhibit A of the Agreement

TOTAL STATE GRANT NOT TO EXCEED: $2,000,000.00 (or project costs, whichever is less)

The Special and General Provisions attached are made a part of and incorporated into the Agreement.

CITY OF SACRAMENTO

By Michael Jasso
Title Assistant City Manager
Date 7/8/2022

STATE OF CALIFORNIA
NATURAL RESOURCES AGENCY

By Bryan Cash
Title Assistant Secretary for Administration & Finance
Date 7/11/2022

CERTIFICATION OF FUNDING

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ADJ. INCREASING ENCUMBRANCE

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ADJ. DECREASING ENCUMBRANCE

FUNCTION

$ Local Assistance

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PROGRAM PCBU PROJECT ACTIVITY RPTG STRUCTURE SVC LOC AGENCY USE BUDGET PERIOD

0320 0540 0540GF21170 21133 05400001 21133 2022

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.
STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT

Grantee Name: City of Sacramento

Project Title: Planting Justice at Sacramento City Tree Nursery

Agreement Number: GF2117-0

Authority: Budget Act of 2021 (Chapters 21, 69, and 240, Statutes of 2021)

Program: General Fund Specified Grant Projects

PROJECT DESCRIPTION

Project will develop site as an organic fruit/vegetable nursery, an agriculture garden, and create a vocational training program and educational programming.

A detailed project scope and activities, project schedule and project budget are described and attached hereto as Exhibit A.

Grant Funds are to be used to support capital asset and program projects in accordance with the provisions contained in the Procedural Guide for General Fund Specified Grant Projects and this Agreement.

TERMS AND CONDITIONS OF GRANT

Special Provisions

1. Notwithstanding l.1. Grantee shall maintain, operate, and use the project in fulfillment of the purpose funded pursuant to this grant for a minimum of TEN (10) YEARS, consistent with the Land Tenure/Site Control requirements included in the Procedural Guide. After Ten (10) Years, the Grantee is no longer required to maintain, operate, and use the project in fulfillment of the purpose funded pursuant to this grant if the Grantee uses the former City tree nursery site for one or more purposes that benefit the public, as determined by the Grantee, until the twenty-fifth anniversary of project completion (as evidenced by Project Certification Form). Grantee, or Grantee's successor in interest in the property, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the project improvements and render the project obsolete or impractical to rebuild.

General Provisions

A. Definitions


2. The term “Acquisition” means obtaining a fee interest or any other interest, including easements, leases, and development rights.

3. The term “Agreement” means this Grant Agreement.
4. The term "Application" means the Project Information Package and any applicable materials supplied by grantee to the State pursuant to the Application Guidelines.


6. The term "Development" means improvement, rehabilitation, restoration, enhancement, preservation, protection and interpretation or other similar activities.

7. The term "Fair Market Value" means the value placed upon the property as supported by an appraisal that has been reviewed and approved by the California Department of General Services (DGS).

8. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this Agreement.

9. The term "Grant Agreement" means a contractual arrangement between the State and Grantee specifying the payment of funds by the State for the performance of specific project objectives within a specific project performance period by the Grantee.

10. The term "Grantee" means an entity who has a signed agreement for grant funds.

11. The term "Interpretation" means visitor-serving amenities that communicate the significance and value of natural, historical, and cultural resources in a manner that increases the understanding and enjoyment of these resources, or other similar activities.

12. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used to complete the project beyond the grant funds provided by this Agreement.

13. The term "Payment Request Form" means Frm RA212.

14. The term "Project" means the acquisition, development or program activity described in the Application as modified by Exhibit A to be accomplished with grant funds.

15. The term "Project Budget" means the State approved cost estimate included as Exhibit A to this Agreement.

16. The term "Project Scope" means the description or activity for work to be accomplished by the project.

17. The term "Public Agency" means any State of California department or agency, a county, city, public district, or public agency formed under California law.

18. The term "State" means the Secretary for California Natural Resources or his/her representatives, or other political subdivision of the State.

B. Project Execution

1. Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement.

2. Grantee shall furnish any and all additional funds that may be necessary to complete the project.
3. Grantee shall complete the project in accordance with the Project Performance Period set forth on the signature page unless an extension has been formally granted by the State and under the Terms and Conditions of this Agreement. Extensions may be requested in advance and will be considered by the State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond March 1, 2026.

4. Grantee shall at all times ensure that project complies with all environmental laws, including but not limited to obtaining all necessary permits.

Changes to the scope resulting from CEQA compliance are permitted provided the State determines that the project continues to meet all objectives of the General Fund Specified Grant Project and is consistent with the intent cited in the original Application.

5. Projects must comply with any applicable laws pertaining to prevailing wage and labor compliance.

6. Grantee certifies that the project does and will continue to comply with all current laws and regulations which apply to the project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee certifies that prior to commencement of construction all applicable permits and licenses (e.g., state contractor’s license) will have been obtained.

7. Grantee shall provide access by the State upon 24-hours’ notice to determine if project work is in accordance with the approved project scope, including a final inspection upon project completion.

8. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original project scope per Exhibit A and the Application. Changes in project scope must continue to meet the need cited in the original Application or they will not be approved. Any modification or alteration in the project as set forth in the Application on file with the State must be submitted to the State for approval. Any modification or alteration in the project must also comply with all current laws and regulations, including, but not limited to, CEQA.

9. Grantee shall provide for public access and/or educational features where feasible.

10. Grantee must have (1) fee title, (2) leasehold, or (3) other interest in project lands and demonstrate to the satisfaction of the State the proposed project will provide public benefits that are commensurate with the type and duration of the interest in land.

11. Grantee shall promptly provide photographs of the site during and after implementation of the project at the request of the State.

12. If a nonprofit organization, Grantee certifies the corporation is qualified under Section 501(c)(3) of the Internal Revenue Service Code, has an active status with the Secretary of State, and is current with the Attorney General’s Registry of Charitable Trusts. Failure by the Grantee to remain in compliance with these nonprofit requirements may be cause for suspension of all obligations of the State hereunder and termination of this Agreement.

C. Project Costs

1. Unless otherwise agreed upon, Grant Funds provided to Grantee under this Agreement will be disbursed for eligible costs, on a reimbursement basis, as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:

a. Grantee agrees to use any Grant Funds advanced by the State under the terms of this Agreement solely for the Project herein described.
b. Approved direct management, construction, development, and program costs. Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the project.

c. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, upon completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State.

d. Overhead costs are generally limited to a maximum of 15% of total direct costs.

2. Payment Documentation:

a. All payment requests must be submitted using a completed Payment Request Form. This form must be accompanied by an itemized list of all expenditures that clearly documents the check numbers, dates, recipients, line-item description as described in the project budget approved by the State and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made.

b. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate, or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.

3. Grant funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.

4. The State reserves the right to request reimbursement of any funds spent on the project, even funds deemed eligible costs, if the project is not completed in accordance with the Grant Agreement and the guidelines.

5. Except as otherwise provided herein, the Grantee shall expend grant funds in the manner described in the Exhibit A approved by the State. The total dollars of a category in the project budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by the State. However, the Grantee shall notify the State in writing when any such reallocation is made and shall identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved by the State. In any event, the total amount of the grant funds may not be increased, nor may any adjustments exceed the limits for management costs as described in the Application Guidelines.

D. Project Administration

1. Grantee shall promptly provide project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final project expenditures with the final payment request and required closing documents.

2. Grantee shall make property and facilities acquired or developed pursuant to this Agreement available for inspection upon request by the State.

3. If Grant Funds are advanced, the Grantee shall place these Funds in a separate interest-bearing account, setting up and identifying such account prior to the advance. Interest earned on Grant Funds shall be used on the Project, as approved by the State. Any overpayment of Grant Funds in excess of
final project costs shall be returned to the State within sixty (60) days of completion of the Project or the end of the Project performance period as shown on the signature page, whichever is earlier.

4. Grantee shall submit all documentation for project completion, including a notice of completion as applicable and final reimbursement within ninety (90) days of project completion, but in no event any later than March 1, 2026.

5. Final payment is contingent upon State verification that the Project is consistent with the Project scope as described in Exhibit A, together with any State-approved amendments.

6. This Agreement may be amended by mutual agreement in writing between the Grantee and the State. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.

E. Project Termination

1. The State reserves the right to terminate a Grant Agreement for any reason at any time. There are no vested rights or entitlements to funding that a Grantee can or should rely upon, and once a notice of termination is provided to the Grantee, only authorized and eligible work prior to that notification of termination will be paid by the State.

2. Prior to the completion of project construction, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by the Grantee which affects performance of this or any other grant agreement or contract entered into with the State.

3. If the State terminates without cause the Agreement prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.

4. If the Grantee fails to complete the project in accordance with this Agreement, or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the project. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.

5. Failure by the Grantee to comply with the terms of this Agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.

6. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.

7. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is the for the purposes as stated in the Application for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of grant funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the grant funds disbursed under this Agreement by the State would be inadequate.
compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

F. Hold Harmless

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of State, its officers, agents and employees.

2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the project, including development, construction, operation or maintenance of the property described in the project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

3. Grantee and State agree that in the event of judgment entered against the State and the Grantee because of the gross negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Insurance

1. Throughout the term of this Agreement, the Grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the Grantee or its agents, representatives, employees, volunteers, or contractors associated with the project undertaken pursuant to this Agreement. As an alternative, with the written approval of the State, the Grantee may satisfy the coverage required by this section in whole or in part through: a) its contractors’ procurement and maintenance of insurance for work under this agreement, if the coverage otherwise fully satisfies the requirements of this section; or (b) the grantee’s participation in a “risk management” plan, self-insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section. The Grantee shall maintain property insurance, if required below, throughout the term of this Agreement. Any required errors or omissions liability insurance shall be maintained from the effective date through two calendar years after the completion date. The Grantee shall maintain all other required insurance from the effective date through the completion date.

2. Minimum Scope of Insurance. Coverage shall be at least as broad as:

   a. Insurance Services Office (“ISO”) Commercial General Liability coverage occurrence basis (Form CG 00 01 or comparable).

   b. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (covering owned, hired and no-owned autos). If the project will utilize multiple-passenger commercial vehicles, such as bus or van (i.e. common carrier vehicle(s)): coverage consistent with California Public Utilities Commission General Orders 101E, 115F and 160A and minimum limits below.

   c. Workers Compensation and Employer’s Liability – Grantee shall maintain statutory worker’s compensation for all its employees who will be engaged in the performance of this grant and employer’s liability coverage with limits of $1,000,000. If applicable, Grantee shall provide a Maritime Coverage Endorsement as well as any other endorsements required by federal and
state law or regulations. By signing this Agreement, Grantee acknowledges compliance with these regulations.

d. Watercraft Liability: If the project will utilize any other watercraft, endorsement to Commercial General Liability policy or Protection and Indemnity Insurance. Such insurance shall cover liability arising out of the maintenance and use of any watercraft covering owned, hired and non-owned vessels.

e. Vessel Damage or Destruction Insurance. Grantee shall maintain insurance to cover damage or destruction of watercraft or vessel(s) acquired under this grant.

3. Minimum Limits of Insurance. The Grantee shall maintain coverage limits no less than:

a. General Liability (Including operations, products and completed operations, as applicable): $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this agreement or the general aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability: $1,000,000 per accident for bodily injury and property damage. If the project will utilize multiple-passenger commercial transportation vehicles, such as bus or van (i.e. common carrier vehicle(s)): $5,000,000 per vehicle or such lower limits as are allowed by the applicable CPUC General Order.

c. Worker's Compensation: As required by law with Employer's Liability of no less than $1,000,000.

d. Watercraft Liability (for private vessel) Coverage, if required in 2.d., above. In the following amounts:

   I. Vessels under 30 ft.: $1,000,000 combined single limit.

   II. Vessels over 30 ft. or vessel involved in research: $2,000,000 combined single limit.

4. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the State.

5. Required Provisions Concerning the State.

a. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by first class mail has been given to the State; or in the event of cancellation of coverage due to nonpayment, after ten days prior written notice to the State. The Grantee shall notify the State within two days of receipt of notice that any required insurance policy will lapse or be cancelled. At least ten days before an insurance policy held by the Grantee lapses or is cancelled, the Grantee shall provide the State with evidence of renewal or replacement of the policy.

b. The Grantee hereby grants to the State, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the Grantee may acquire against the State, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Grantee has received a waiver of subrogation endorsement from the insurer.

c. The general liability and automobile liability policies are to contain, or to be endorsed to contain, the following provisions:
I. The State, its officers, agents and employees are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Grantee; and with respect to liability arising out of work or operations, including completed operations, performed by or on behalf of the Grantee including materials, parts or equipment furnished in connection with such work or operations.

II. For any claims related to this Agreement, the Grantee’s insurance coverage shall be primary insurance with respect to the State, its officers, agents and employees, and not excess to any insurance or self-insurance of the State.

III. The limits of the additional insured coverage shall equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this Agreement.

d. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

6. Acceptability of Insurers. Insurance shall be placed with insurers approved to transact business in the State of California and having a current Best’s rating of “B+” or better or, in the alternative, acceptable to the State.

7. Verification of Coverage. Upon request, Grantee shall furnish the State with original certificates and amendatory endorsements, including the required loss payee and additional insured endorsements, effecting coverage required for adding the State as additional insureds. If common carrier vehicle or commercial or private vessel insurance is required, then in addition, the Grantee shall provide proof of compliance with the common carrier vehicle and/or vessel insurance requirements of this section and the applicable California Public Utilities Commission General Order. All certificates and endorsements are to be received and approved by the State before work commences. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage, at any time.

8. Contractors. The Grantee shall include all contractors as insureds under its policies or shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, Grantee shall also require each professional contractor to provide and maintain errors and omissions liability insurance appropriate to the contractor’s profession and in an amount no less than $1,000,000 is required in light of the nature of the project.

9. Premiums and Assessments. The State is not responsible for premiums and assessments on any insurance policy.

H. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents, and records for three (3) years after final payment and one (1) year following an audit.

2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements, and receipts with respect to its activities under this Agreement.
3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

I. Use of Facilities

1. Grantee shall maintain, operate, and use the project in fulfillment of the purpose funded pursuant to this grant for a minimum of TWENTY-FIVE (25) YEARS, consistent with the Land Tenure/Site Control requirements included in the Application Guidelines. The Grantee, or the Grantee's successor in interest in the property, may assign without rotation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the project site only upon the written approval of the State for good cause. “Good cause” includes, but is not limited to, natural disasters that destroy the project improvements and render the project obsolete or impracticable to rebuild.

2. Grantee shall use the property for the purposes for which the grant was made and shall make no other use or sale or other disposition of the property. This Agreement shall not prevent the transfer of the property from the Grantee to a Public Agency, if the successor public agency assumes the obligations imposed by this Agreement.

3. If the use of the property is changed to a use that is not permitted by the Agreement, or if the property is sold or otherwise disposed of, at the State's sole discretion, the Grantee shall reimburse the State the amount of the Grant.

J. Nondiscrimination

1. During the performance of this grant, grantee and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any person because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Grantee and subcontractors shall ensure that the evaluation and treatment of all persons, and particularly their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)-(f), are incorporated into this grant by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Grantee shall include this non discrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.

2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. The completed project and all related facilities shall be open to members of the public generally, except as noted under the special provisions of this Agreement or under provisions of the Act.

K. Drug-Free Workplace

The Grantee's signature on this Agreement constitutes the certification required by Government Code Section 8355 (Drug-Free Workplace Act of 1990), which requires that all state grantees provide a drug-free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or
organization’s workplace and specifying actions that will be taken against employees for violations of the prohibition.

2. Establishing a drug-free awareness program to inform employees about all of the following
   a. The dangers of drug abuse in the workplace.
   b. The person’s or organization’s policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance programs.
   d. The penalties that may be imposed upon employees for drug abuse violations.

3. Requiring that each employee engaged in the performance of the grant be given a copy of the drug-free workplace statement and that, as a condition of employment on the grant, the employee agrees to abide by the terms of the statement.

L. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

M. Severability

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

N. Waiver

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

O. Assignment

Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

P. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Agency Grants Administrator. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Assistant Secretary for Bonds and Grants for the California Natural Resources Agency. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee’s position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Assistant Secretary shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefor. Should the Grantee disagree with the Deputy Assistant Secretary’s decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.

Page 10
2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary’s decision is unacceptable. The letter must include, as an attachment, copies of the Grantee’s original grievance report, evidence originally submitted, and response from the Deputy Assistant Secretary. The Grantee’s letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Assistant Secretary’s written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee’s letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.

Q. Audit Requirements

Grant projects are subject to audit by the State annually and for three (3) years following the final payment of grant funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the project for which the grant funds were granted.
EXHIBIT A

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT

General Fund Specified Grant FY 2021-2022

Grantee Name: City of Sacramento

Project Title: Planting Justice at Sacramento City Tree Nursery

Agreement Number: GF2117-0

Project Location: 1920 34th Avenue, Sacramento, CA 95822

Project Scope:

Project will develop the site as an organic fruit/vegetable nursery and community supported agricultural farm. Activities include site preparation, utility upgrades, and installation of greenhouses, shade structures, propagation structures, and raised planter beds. Project includes purchase of plants, propagation materials, and other farming supplies. Project will support operational expenses including salaries for farm managers, technicians, and stipends for youth interns. Project will create a vocational training program; develop educational programming; and create and operate a production and retail nursery to serve local communities.

Project elements funded by General Fund grant include:
- Planting Justice staff time
- Three Sisters staff time
- Youth stipends
- Site preparation
- Nursery structures
- Nursery materials
- Production farm materials
- Site utility costs (electrical and plumbing)
- Irrigation costs

Project site is publicly accessible from 34th Avenue in Sacramento, CA.

Project Schedule:

<table>
<thead>
<tr>
<th>Activity Description</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental compliance and permitting</td>
<td>May 2022 – June 2022</td>
</tr>
<tr>
<td>Site prep and construction</td>
<td>May 2022 – June 2022</td>
</tr>
<tr>
<td>Planting Justice lease with City of Sacramento renewed and revised</td>
<td>May 2022 – June 2022</td>
</tr>
<tr>
<td>Hire staff and youth interns</td>
<td>May 2022 – Dec 2023</td>
</tr>
<tr>
<td>Production farm construction and planting</td>
<td>June 2022 – March 2023</td>
</tr>
<tr>
<td>Propagation nursery construction and planting</td>
<td>June 2022 – June 2023</td>
</tr>
<tr>
<td>Outreach and promotion for Agriculture Training Programs</td>
<td>July 2022 – December 2023</td>
</tr>
<tr>
<td>Develop Curriculum for Youth and Adult Agriculture Training</td>
<td>September 2022</td>
</tr>
<tr>
<td>Run vocational training and youth education programs</td>
<td>September 2022 – December 2024</td>
</tr>
<tr>
<td>Production farm fully operational</td>
<td>March 2023</td>
</tr>
<tr>
<td>CSA/food distribution program</td>
<td>April 2023 – December 2024</td>
</tr>
<tr>
<td>Nursery and nursery retail fully operational</td>
<td>January 2024 – December 2024</td>
</tr>
<tr>
<td>Submit Project Closeout package with final Payment Request to State</td>
<td>January 2025</td>
</tr>
</tbody>
</table>

Cost Estimate: See Exhibit A-1
# EXHIBIT A-1

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY

Grantee: City of Sacramento  
Project: Planting Justice at Sacramento City Tree Nursery  
Agreement No: GF2117-0

## Cost Estimate:

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>General Fund Grant</th>
<th>Satterberg Foundation</th>
<th>Raley’s Grant</th>
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<tbody>
<tr>
<td>1.0</td>
<td><strong>Non-Construction Costs</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>Planting Justice Executive Director</td>
<td>$16,100.00</td>
<td>$16,100.00</td>
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<tr>
<td>1.2</td>
<td>Planting Justice Co-Director</td>
<td>$12,075.00</td>
<td>$12,075.00</td>
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<tr>
<td>1.3</td>
<td>Three Sisters Gardens Executive Director</td>
<td>$74,750.00</td>
<td>$74,750.00</td>
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<tr>
<td>1.4</td>
<td>Planting Justice Project Manager</td>
<td>$57,500.00</td>
<td>$57,500.00</td>
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<td>1.5</td>
<td>Architect Consultant</td>
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<td></td>
<td><strong>Non-Construction Subtotal</strong></td>
<td>$170,425.00</td>
<td>$160,425.00</td>
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<tr>
<td>2.0</td>
<td><strong>Construction Costs</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>Planting Justice structures (green house, hoop houses, shade structures, portable trailer, etc.)</td>
<td>$352,240.75</td>
<td>$352,240.75</td>
<td></td>
</tr>
<tr>
<td>2.2</td>
<td>Planting Justice nursery materials (raised garden beds, nursery benches, etc.)</td>
<td>$345,000.00</td>
<td>$345,000.00</td>
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<tr>
<td>2.3</td>
<td>Planting Justice utilities (electrical, irrigation, etc.)</td>
<td>$110,000.00</td>
<td>$110,000.00</td>
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<tr>
<td>2.4</td>
<td>Site preparation (parking lot)</td>
<td>$147,976.00</td>
<td>$147,976.00</td>
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<tr>
<td>2.5</td>
<td>Three Sisters production farm materials (shipping containers, coolers, wash stations, etc.)</td>
<td>$157,801.00</td>
<td>$157,801.00</td>
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<tr>
<td>2.6</td>
<td>Grading &amp; paving</td>
<td>$20,000.00</td>
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<td>$20,000.00</td>
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<tr>
<td>2.7</td>
<td>Three Sisters utilities (electrical, plumbing, irrigation, etc.)</td>
<td>$163,557.25</td>
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<td><strong>Construction Subtotal</strong></td>
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<td>$1,276,575.00</td>
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<td>3.0</td>
<td><strong>Program Implementation Costs</strong></td>
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<td>3.1</td>
<td>Three Sisters Farm Manager</td>
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<tr>
<td>3.2</td>
<td>Three Sisters Assistant Farm Manager</td>
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<tr>
<td>3.3</td>
<td>Youth Crew Lead</td>
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<td>3.4</td>
<td>Three Sisters Youth Stipends</td>
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<td>$51,750.00</td>
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<tr>
<td>3.5</td>
<td>Planting Justice Propagation Manager</td>
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<td>3.6</td>
<td>Planting Justice Nursery Lead Technician</td>
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<tr>
<td>3.7</td>
<td>Planting Justice Technicians</td>
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<td>$216,000.00</td>
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<tr>
<td>3.8</td>
<td>Planting Justice Lead Educator</td>
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<tr>
<td>3.9</td>
<td>Insurance and capacity building</td>
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<td>$15,940.00</td>
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<td></td>
<td><strong>Program Implementation Subtotal</strong></td>
<td>$582,940.00</td>
<td>$663,000.00</td>
<td>$19,940.00</td>
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<tr>
<td></td>
<td><strong>Project Grand Total</strong></td>
<td>$2,050,000.00</td>
<td>$2,000,000.00</td>
<td>$10,000.00</td>
</tr>
</tbody>
</table>

*All invoices & receipts for project expenditures from all funding sources will be retained and made available in the event of any future State audit.

†Overhead costs are allowable and generally limited to 15% of total direct costs of the grant. In-service payroll may not include a "billable rate" or administrative cost allocation.
RESOLUTION NO. 2021-0311

Adopted by the Sacramento City Council

October 19, 2021

Approval of the 2021 One-Year Action Plan for the Community Development Block Grant (CDBG), Home Investment Partnerships Program (HOME), Home Investment Partnerships Program American Rescue Plan (HOME ARP), Housing Opportunities for Persons With Aids (HOPWA), and Emergency Solutions Grant (ESG) Funded Projects and Programs; Amendment of Prior Years’ Action Plans; Amendment to the Sacramento Housing and Redevelopment Agency (SHRA) Budget; Execute Documents for the Administration of Federal Programs; Amendment to the Citizens Participation Plan; Authorization for SHRA to Administer Lead Based Paint Hazard Control Grant Funds and Other Related Actions

BACKGROUND

A. Since 1982 the Sacramento Housing and Redevelopment Agency (SHRA) and its constituent entities has served as the public entity designated to efficiently administer the CDBG program and was subsequently designated as the public entity to administer HOME, ESG, and HOPWA, funding originating from the Department of Housing and Urban Development (HUD).

B. As the recipient of HUD funding and designated agent for the City of Sacramento, SHRA is authorized to submit environmental determinations on the City’s behalf and on the behalf of non-profit sub-recipients.

C. The recommended actions are consistent with the goals of the 2020-2024 Consolidated Plan, which was approved in 2019 by City Council Resolution 2019-0408 and amended in 2020 by City Council Resolution 2020-0098.

D. A noticed public hearing soliciting comments on the 2022 One-Year Action Plan was held by the Sacramento Housing and Redevelopment Commission on October 6, 2021, the noticed 30-day public comment period was from September 17 to October 18, 2021.

E. On May 28, 2018, the City Council approved a Consolidated Plan Substantial Amendment, a One Year Action Plan Amendment to pledge CDBG funds to repay the Section 108 Program Loan for the infrastructure for the Mirasol Village (formerly Twin Rivers) Transit Oriented Development.
F. In 2021, the American Rescue Plan appropriated $5 billion to help communities provide housing, shelter, and services for people at risk of homelessness or experiencing homelessness; the City of Sacramento received $9,125,315 in HOME American Rescue Plan (ARP) one-time funding through the HOME formula.

G. The recommended actions are considered administrative or fiscal activities and do not constitute a commitment of funding to any of the projects identified in the Action Plan, and therefore are not considered a project subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378, and are exempt under the National Environmental Policy Act (NEPA) pursuant to 24 CFR 58.34(a)(1) and (3). Environmental reviews for individual activities or programs identified in the Action Plan will be completed prior to project commitment or choice limiting actions. Activities identified in the Action Plan as public services, supportive services, tenant-based rental assistance, facility operations, and program administration have been reviewed pursuant to CEQA and NEPA and no further review is required for these activities.

H. SHRA staff will continue to integrate and collaborate on programming efforts with City departments utilizing Federal, State and local funding.

I. In August 2021, SHRA was awarded Lead Based Paint Hazard Control Grant funds from HUD’s office of Lead Based Paint and Healthy Homes.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. All evidence presented having been duly considered, the findings, including environmental findings regarding this action, as stated above, are found to be true and accurate and are hereby approved adopted.

Section 2. Amendments to prior years’ Action Plans are approved and effective immediately.

Section 3. Amendments to prior years’ Action Plans and the 2022 One-Year Action Plan, which allocates CDBG, HOME, HOME ARP, ESG, and HOPWA funds as described in Exhibit A is approved.

Section 4. SHRA is authorized to amend its budget to allocate CDBG, HOME, HOME ARP, ESG, and HOPWA funding for programs and projects in accordance with the amendment of the prior years’ Action Plans and the 2022 One-Year Action Plan and amend the budget if the HUD grant awards are less or greater than anticipated to the extent necessary to implement and ensure the timely completion of the activities. These actions supersede any actions in the 2022 SHRA budget.
Section 5. The City Manager, or designee, is authorized to execute agreements with SHRA to carry out activities contained in the 2022 One-Year Action Plan and amendment to the various years’ Action Plans in compliance with applicable federal laws and regulations as approved to form by SHRA Counsel and the City Attorney.

Section 6. SHRA is authorized and delegated authority to act as agent on behalf of the City of Sacramento to execute grant agreements with HUD and execute agreements and contracts with the appropriate entities to carry out projects and programs in accordance with the 2022 One-Year Action Plan and amendments to prior years’ Action Plans in compliance with applicable federal laws and regulations as approved to form by SHRA’s Office of the General Counsel.

Section 7. SHRA is authorized to make any budget adjustments and execute any and all related documents, including invoicing, contracts, and amendments as necessary to carry out the federal programs as described in the 2022 One-Year Action plan in compliance with applicable federal laws and regulations as outlined in Exhibit A.

Section 8. SHRA is authorized to submit the 2022 One-Year Action Plan and amendments to prior years’ Action Plans to HUD.

Section 9. The City and County of Sacramento Citizen Participation Plan is amended (Exhibit B).

Section 10. SHRA is authorized to submit an amendment to the Twin Rivers Section 108 loan application to HUD to add the Childhood Education Center to the project description.

Section 11. SHRA is delegated the authority to fully administer the Lead Based Paint Hazard Reduction Grant Funds, which includes without limitation actions such as accepting grant funds, identifying and selecting projects to fund, and negotiating, executing and amending agreements and related grant funds, to amend its budget accordingly, and to execute any and all related documents, including invoicing, contracts, and amendments as necessary to carry out the Lead Based Paint Hazard Reduction grant program. documents.

Table of Contents:
Exhibit A - 2022 Action Plan
Exhibit B - City and County of Sacramento Citizen Participation Plan Amendment
Adopted by the City of Sacramento City Council on October 19, 2021, by the following vote:

Ayes: Members Ashby, Guerra, Harris, Jennings, Schenirer, Valenzuela, Vang, and Mayor Steinberg

Noes: None

Abstain: None

Absent: Member Loloee

Attest: Mindy Cuppy

Mindy Cuppy, City Clerk

The presence of an electronic signature certifies that the foregoing is a true and correct copy as approved by the Sacramento City Council.
City of Sacramento

2022 One-Year Action Plan and Previous Years' Reprogramming

The U.S. Department of Housing and Urban Development (HUD) requires a consolidated planning process for the federal Community Development Block Grant (CDBG); HOME Investment Partnerships Program (HOME); Housing Opportunities for Persons with AIDS (HOPWA); and Emergency Solutions Grant (ESG) programs. This process consolidates multiple grant application requirements into a single submission. The concept of the Consolidated Plan was developed to further HUD's statutory goals through a collaborative process involving the community to establish a unified vision for future community development actions.

The One-Year Action Plan, and amendments, are updates to the Consolidated Plan. A key component of the One-Year Action Plan is the allocation of the funds to proposed activities. This portion of the plan describes activities the jurisdiction will undertake in the coming year, including geographic locations, funding allocations, and eligibility criteria. Proposed activities address the priority needs and specific objectives adopted by the City Council on October 13, 2020.

The Sacramento Housing and Redevelopment Agency (SHRA), as the direct recipient of HUD funding, assumes the responsibility for environmental review, decision-making, and actions under the National Environmental Policy Act (NEPA). SHRA is also the lead agency for SHRA initiated projects under the California Environmental Quality Act (CEQA). Environmental review records are on file at SHRA.

In addition, a description of other actions to further the Consolidated Plan strategies is required by HUD as part of the One-Year Action Plan application. These include the Public Housing Authority Administrative Plan, the Citizen Participation Plan, the Continuum of Care Plan, and AI. These documents, on file with the Agency Clerk, are incorporated into this staff report and the record by this reference.

**Definitions:**
- **Reprogrammed Funds** are made available when an activity has been cancelled, completed with cost savings, or funds are being moved to ensure timely expenditure. CDBG funds may also include prior years' capital reserve funds.
- **Program Income** are funds generated by a grant-supported activity (e.g., loan repayment, property sale, etc.).

The following programs are listed on the pages below: CDBG, HOME, HOME American Rescue Act (ARP), ESG, and HOPWA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

Proposed activities are based on the following estimated revenues:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Entitlement</td>
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<td></td>
<td>$4,839,133</td>
<td>$4,839,133</td>
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<tr>
<td>Unobligated Capital Reserve Available for Reprogramming*</td>
<td>$1,500,696</td>
<td>$422,874</td>
<td>$95,000</td>
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<td>$2,018,570</td>
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<td>Program Income**</td>
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<td></td>
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<td>$242,000</td>
<td>$287,134</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$1,500,696</td>
<td>$422,874</td>
<td>$140,134</td>
<td>$5,081,133</td>
<td>$7,144,837</td>
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</tbody>
</table>

The following summarizes proposed CDBG activities for 2022. Activities are organized into Infrastructure and Public Facility Improvements, Housing Development, Preservation and Homeownership, Public Services, Grant Planning and Administration, Loan Repayments, and Capital Reserve.

<table>
<thead>
<tr>
<th>CDBG Activity Summary</th>
<th>Previous Years Reprogramming</th>
<th>2022 Action Plan</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Infrastructure and Public Facility Improvements</td>
<td>$150,000</td>
<td>$2,710,000</td>
<td>$2,860,000</td>
</tr>
<tr>
<td>Housing Development, Preservation and Homeownership</td>
<td>$1,200,000</td>
<td>$474,312</td>
<td>$1,674,312</td>
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<tr>
<td>Public Services</td>
<td>$535,000</td>
<td>$63,000</td>
<td>$598,000</td>
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<tr>
<td>Grant Planning and Administration</td>
<td>$0</td>
<td>$726,588</td>
<td>$726,588</td>
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<tr>
<td>HUD Loan Repayments</td>
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<tr>
<td>Capital Reserve</td>
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<td><strong>Proposed Funding Total</strong></td>
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<td><strong>$5,081,133</strong></td>
<td><strong>$7,144,837</strong></td>
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</tbody>
</table>

*Reprogrammed Funds are made available when an activity has been cancelled, completed with cost savings, or are funds being moved to a new activity to ensure timely expenditure. Reprogrammed CDBG funds may also include prior years' capital reserve funds.

**Program Income are funds generated by a grant-supported activity (e.g., loan repayment, property sale, etc.). Program income for 2021 is estimated.
# INFRASTRUCTURE AND PUBLIC FACILITY IMPROVEMENTS

The following are recommended capital improvements of public or community-based facilities and public rights-of-way to be completed within 18 months. These activities, when appropriate, will be coordinated with other City Departments to maximize leveraging with the City's capital improvement plans.

<table>
<thead>
<tr>
<th>Activity Name</th>
<th>Previous Years Reprogramming</th>
<th>2022 Proposed Funding</th>
<th>Total Funding</th>
<th>Source¹</th>
<th>CDBG Criteria²</th>
</tr>
</thead>
<tbody>
<tr>
<td>Northgate Blvd Signal Improvements: Construction signals at 1) Rio Tierra Ave and 2) Sotano Dr / Wisconsin Ave. Intersection modifications at Northgate Blvd and Hagg Ave, new curb ramps, signing and striping, utility modifications, right of way acquisition as needed, and interconnect installation along Northgate Blvd (W. El Camino Ave to I-80). (D3)</td>
<td>$0</td>
<td>$500,000</td>
<td>$500,000</td>
<td>2022 CDBG EN</td>
<td>03K/6067,7001/LMA</td>
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<tr>
<td>Mangan Park Improvements: Construction of playground, basketball court renovation and accessibility improvements (D5)</td>
<td>$150,000</td>
<td>$200,000</td>
<td>$350,000</td>
<td>2020 CDBG EN, 2022 CDBG EN</td>
<td>03E/2140,2230/LMA</td>
</tr>
<tr>
<td>O'Neil Field ADA Compliant Restroom: Construction of ADA compliant restroom. (D4)</td>
<td>$0</td>
<td>$450,000</td>
<td>$450,000</td>
<td>2022 CDBG EN</td>
<td>03E/729,715/LMA</td>
</tr>
<tr>
<td>Mama Marks Park: Construction conversion of wading pool into splashpad. (D2)</td>
<td>$0</td>
<td>$600,000</td>
<td>$600,000</td>
<td>2022 CDBG EN</td>
<td>03E/6500/LMA</td>
</tr>
<tr>
<td>Thelma and Hawk Park: Park Master Plan preparation for new Park. (D3)</td>
<td>$0</td>
<td>$25,000</td>
<td>$25,000</td>
<td>2022 CDBG EN</td>
<td>03E/7014/LMA</td>
</tr>
<tr>
<td>Nunn Park: Design and construction to replace playground. (D6)</td>
<td>$0</td>
<td>$250,000</td>
<td>$250,000</td>
<td>2022 CDBG EN</td>
<td>03E/4802/LMA</td>
</tr>
<tr>
<td>Chorley Park: Design and construction to replace the playground. (D5)</td>
<td>$0</td>
<td>$250,000</td>
<td>$250,000</td>
<td>2022 CDBG EN</td>
<td>03E/3800/LMA</td>
</tr>
<tr>
<td>Wood Park: Design of community garden, park and accessibility improvements. (D8)</td>
<td>$0</td>
<td>$80,000</td>
<td>$80,000</td>
<td>2022 CDBG EN</td>
<td>03E/9606/LMA</td>
</tr>
<tr>
<td>Woodlake Park: Design of ADA compliant perimeter walkway. (D2)</td>
<td>$0</td>
<td>$80,000</td>
<td>$80,000</td>
<td>2022 CDBG EN</td>
<td>03E/6900/LMA</td>
</tr>
<tr>
<td>Camellia Park: Design, engineering and installation of irrigation system renovation. (D6)</td>
<td>$0</td>
<td>$150,000</td>
<td>$150,000</td>
<td>2022 CDBG EN</td>
<td>03E/4801/LMA</td>
</tr>
<tr>
<td>21st Avenue Park: Park Master Plan preparation for new Park in existing median. (D6)</td>
<td>$0</td>
<td>$50,000</td>
<td>$50,000</td>
<td>2022 CDBG EN</td>
<td>03E/4801/LMA</td>
</tr>
<tr>
<td>Tree Nursery Access Improvements: Design and construction of vehicle and pedestrian access improvements to City facility for future use as urban garden facility. (D5)</td>
<td>$0</td>
<td>$50,000</td>
<td>$50,000</td>
<td>2022 CDBG EN</td>
<td>03E/4801/LMA</td>
</tr>
<tr>
<td>Capital Improvement Project Environmental Review: Environmental review and studies for CDBG-eligible projects.</td>
<td>$0</td>
<td>$25,000</td>
<td>$25,000</td>
<td>2022 CDBG EN</td>
<td>TBD</td>
</tr>
<tr>
<td>Lawrence Park: Design, engineering and construction of walkway through the park, shade canopy installation, park furniture and amenities (tables, grills, etc.), shade structure repairs, new volleyball court turf, basketball court restriping, and trees. (Amends the 2021 Action Plan Project Description, no new funding) (D5)</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>n/a</td>
<td>03E/5130,5201,5211/LMA</td>
</tr>
</tbody>
</table>

Total CDBG Infrastructure and Public Improvements  $150,000  $2,710,000  $2,860,000
<table>
<thead>
<tr>
<th>Activity Name</th>
<th>Previous Years Reprogramming</th>
<th>2022 Proposed Funding</th>
<th>Total Funding</th>
<th>Source</th>
<th>CDBG Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>HOUSING DEVELOPMENT, PRESERVATION AND HOMEOWNERSHIP (CDBG Funds)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The following are recommended activities that increase the marketability and livability of neighborhoods.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minor Repair &amp; ADA for Seniors and Low-Income Homeowners Program: Provides for administrative costs associated with minor home repairs for low- and moderate-income homeowners and the administrative oversight for the Safe at Home Program and the Home Assistance Repair Program for Seniors (HARPS).</td>
<td>$0</td>
<td>$55,000</td>
<td>$55,000</td>
<td>2022 CDBG EN</td>
<td>14H / LMH</td>
</tr>
<tr>
<td>Home Repair Program: This program provides grants to low income homeowners for health and safety repairs and accessibility modifications for moderate income disabled residents.</td>
<td>$50,000</td>
<td>$200,000</td>
<td>$250,000</td>
<td>2019 CDBG EN</td>
<td>14A / LMH</td>
</tr>
<tr>
<td>Affordable Housing Rehabilitation Program: Provides loans and/or grants to rehabilitate low- and moderate-income multi-family housing units.</td>
<td>$200,000</td>
<td>$0</td>
<td>$200,000</td>
<td>2018 CDBG EN</td>
<td>14B/LMH</td>
</tr>
<tr>
<td>Lead Based Paint Hazard Reduction Grant: Funds will be used for the required match to a recently received HUD grant for a new program to reduce the risk of lead poisoning in both single family and multi-family homes.</td>
<td>$600,000</td>
<td>$0</td>
<td>$600,000</td>
<td>2019 CDBG EN</td>
<td>14I/LMH</td>
</tr>
<tr>
<td>Housing Programs Implementation and Delivery: Supportive services for affirmatively furthering fair housing, affordable housing/multi-family rehabilitation/new construction, Section 3 related activities, environmental and emergency repair/accessibility programs and activities.</td>
<td>$250,000</td>
<td>$0</td>
<td>$250,000</td>
<td>2020 CDBG EN</td>
<td></td>
</tr>
<tr>
<td><strong>Total CDBG Housing Development, Preservation and Homeownership</strong></td>
<td>$1,200,000</td>
<td>$474,312</td>
<td>$1,674,312</td>
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</table>

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>1</td>
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<tr>
<td></td>
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<td>2</td>
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</table>

<table>
<thead>
<tr>
<th>Source</th>
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</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td>2</td>
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<table>
<thead>
<tr>
<th>Source</th>
<th>CDBG Criteria</th>
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<tbody>
<tr>
<td>1</td>
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<td>2</td>
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</table>

<table>
<thead>
<tr>
<th>Source</th>
<th>CDBG Criteria</th>
</tr>
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<tbody>
<tr>
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<td>2</td>
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</table>

<table>
<thead>
<tr>
<th>Source</th>
<th>CDBG Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2</td>
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</table>

<table>
<thead>
<tr>
<th>Source</th>
<th>CDBG Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2</td>
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</table>

<table>
<thead>
<tr>
<th>Activity Name</th>
<th>Previous Years Reprogramming</th>
<th>2022 Proposed Funding</th>
<th>Total Funding</th>
<th>Source</th>
<th>CDBG Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PUBLIC SERVICES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The following are recommended funding allocations to support human assistance programs. For CDBG, HUD limits funding for public services to 15 percent of the total amount of entitlement and previous year's program income.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Homeless Activities:</strong> Funds will be used to design, administer, and implement homeless programs including but not limited to housing and shelter, detoxification, medical and counseling services, and provision of food.</td>
<td>$0</td>
<td>$63,000</td>
<td>$63,000</td>
<td>2022 CDBG EN</td>
<td>05</td>
</tr>
<tr>
<td><strong>Meals on Wheels:</strong> Provides meals to homebound seniors and to non-homebound seniors at approximately 20 dining sites.</td>
<td>$50,953</td>
<td>$0</td>
<td>$50,953</td>
<td>2015 CDBG EN</td>
<td>05A</td>
</tr>
<tr>
<td>$101,314</td>
<td>$0</td>
<td>$101,314</td>
<td></td>
<td>2016 CDBG EN</td>
<td></td>
</tr>
<tr>
<td>$68,092</td>
<td>$0</td>
<td>$68,092</td>
<td></td>
<td>2017 CDBG EN</td>
<td></td>
</tr>
<tr>
<td>$60,807</td>
<td>$0</td>
<td>$60,807</td>
<td></td>
<td>2018 CDBG EN</td>
<td></td>
</tr>
<tr>
<td>$253,834</td>
<td>$0</td>
<td>$253,834</td>
<td></td>
<td>2019 CDBG EN</td>
<td></td>
</tr>
<tr>
<td>$535,000</td>
<td>$0</td>
<td>$535,000</td>
<td></td>
<td>Total</td>
<td></td>
</tr>
<tr>
<td><strong>Total CDBG Public Services</strong></td>
<td>$535,000</td>
<td>$63,000</td>
<td>$598,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>GRANT PLANNING AND ADMINISTRATION</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The following are related to immediate/intermediate term program planning, community participation and general program administration. For CDBG, HUD limits funding of these activities to 20 percent of the total amount of entitlement and program income.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Promise Zone Planning and Administration:</strong> Funds to provide staffing and grant application activities.</td>
<td>$0</td>
<td>$75,900</td>
<td>$75,900</td>
<td>2022 CDBG EN</td>
<td>20</td>
</tr>
<tr>
<td><strong>Consolidated Planning:</strong> Consultant (RFP 2018-024DD) contract extended to 12/31/2023. Additional funding of $100,000 ($50,000 City and $50,000 County) for a total five-year contract amount of $309,440. Consultant will continue providing Consolidated Plan services, including development of Action Plan, Action Plan amendments, CAPER, IDIS input, and review of administrative documents.</td>
<td>$0</td>
<td>$25,000</td>
<td>$25,000</td>
<td>2022 CDBG EN</td>
<td>20</td>
</tr>
<tr>
<td><strong>China Town Light Study:</strong> Analysis of lighting needs in the public right of way in the area bounded between I/J/3rd/5th Streets. (4)</td>
<td>$0</td>
<td>$50,000</td>
<td>$50,000</td>
<td>2022 CDBG EN</td>
<td>20</td>
</tr>
<tr>
<td><strong>Fair Housing Activities:</strong> Provide funds to further fair housing, including outreach, referral and other eligible activities to affirmatively further fair housing.</td>
<td>$0</td>
<td>$169,162</td>
<td>$169,162</td>
<td>2022 CDBG EN</td>
<td>21D</td>
</tr>
<tr>
<td><strong>CDBG Planning and Administration:</strong> Administrative and Planning Services for CDBG Programs.</td>
<td>$0</td>
<td>$406,526</td>
<td>$406,526</td>
<td>2022 CDBG EN</td>
<td>21A</td>
</tr>
<tr>
<td><strong>Total Grant Planning and Administration</strong></td>
<td>$0</td>
<td>$726,588</td>
<td>$726,588</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Mirasol Village Section 108 Loan - Project Description Amendment to Add New Project and Fund

<table>
<thead>
<tr>
<th>Activity Name</th>
<th>Previous Years Reprogramming</th>
<th>2022 Proposed Funding</th>
<th>Total Funding</th>
<th>Source¹</th>
<th>CDBG Criteria²</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mirasol Village (formerly Twin Rivers): Infrastructure - Design and construction of infrastructure improvements.</td>
<td>$0</td>
<td>$722,000</td>
<td>$722,000</td>
<td>2022 CDBG</td>
<td>19F</td>
</tr>
</tbody>
</table>

**Total CDBG Section 108 Loan Repayment**

<table>
<thead>
<tr>
<th>Source¹</th>
<th>CDBG Criteria²</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0</td>
<td>19F</td>
</tr>
</tbody>
</table>

## HUD LOAN REPAYMENTS

The following debt service payments for HUD Section 108 loan and internal SHRA loans for commercial revitalization, job creation, and infrastructure development.

<table>
<thead>
<tr>
<th>Section 108 Loan Repayment - Mirasol Village (formerly Twin Rivers): Annual debt service payment including principal and interest (variable) on Section 108 loan funds. Any unused funds from previous or the current year allocation is authorized to be returned to capital reserve for reallocation. (20 years remaining)</th>
<th>2022 Proposed Funding</th>
<th>Total Funding</th>
<th>Source¹</th>
<th>CDBG Criteria²</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0</td>
<td>$722,000</td>
<td>$722,000</td>
<td>2022 CDBG</td>
<td>19F</td>
</tr>
</tbody>
</table>

**Total CDBG Section 108 Loan Repayment**

<table>
<thead>
<tr>
<th>Source¹</th>
<th>CDBG Criteria²</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0</td>
<td>19F</td>
</tr>
</tbody>
</table>

## CAPITAL RESERVE

Capital Reserve: Reserve accounts for overruns in capital improvement activities and to fund budgeted activities if CDBG entitlement is less than anticipated. The reserve is also available to cover unanticipated project and program costs to bring an activity to completion. The full amount of the reserve is available to ensure the timely completion of the activities.

<table>
<thead>
<tr>
<th>Source¹</th>
<th>CDBG Criteria²</th>
</tr>
</thead>
<tbody>
<tr>
<td>$13,867</td>
<td>2017 CDBG EN</td>
</tr>
<tr>
<td>$42,744</td>
<td>2018 CDBG EN</td>
</tr>
<tr>
<td>$59,085</td>
<td>2019 CDBG EN</td>
</tr>
<tr>
<td>$22,874</td>
<td>2020 CDBG EN</td>
</tr>
<tr>
<td>$40,134</td>
<td>2021 CDBG EN</td>
</tr>
</tbody>
</table>

**Total CDBG Capital Reserve**

<table>
<thead>
<tr>
<th>Source¹</th>
<th>CDBG Criteria²</th>
</tr>
</thead>
<tbody>
<tr>
<td>$178,704</td>
<td>2017 CDBG EN</td>
</tr>
<tr>
<td>$385,233</td>
<td>2018 CDBG EN</td>
</tr>
<tr>
<td>$563,937</td>
<td>2019 CDBG EN</td>
</tr>
</tbody>
</table>
### HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)

#### HOME Revenue Source

<table>
<thead>
<tr>
<th>HOME Revenue Source</th>
<th>Previous Years Resources</th>
<th>Action Plan</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Entitlement</td>
<td>$2,517,795</td>
<td>$2,517,795</td>
<td></td>
</tr>
<tr>
<td>Reprogrammed Funds</td>
<td>$0</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Program Income</td>
<td>$5,073,856</td>
<td>$2,000,000</td>
<td>$7,073,856</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$5,073,856</strong></td>
<td><strong>$4,517,795</strong></td>
<td><strong>$9,591,651</strong></td>
</tr>
</tbody>
</table>

The following summarizes proposed activities for 2022:

#### Activity Name

<table>
<thead>
<tr>
<th>Activity Name</th>
<th>Previous Years Reprogramming</th>
<th>2022 Proposed Funding</th>
<th>Total Funding</th>
<th>Source¹</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>HOUSING DEVELOPMENT, PRESERVATION AND HOMEOWNERSHIP (HOME Only)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multi-Family Housing Acquisition and Rehabilitation: Provides loans for the acquisition and rehabilitation of low- and moderate-income multi-family housing.</td>
<td>$2,448,088</td>
<td>$0</td>
<td>$2,448,088</td>
<td>2021 HOME PI</td>
</tr>
<tr>
<td></td>
<td>$0</td>
<td>$875,103</td>
<td>$875,103</td>
<td>2022 HOME PI</td>
</tr>
<tr>
<td></td>
<td>$0</td>
<td>$1,258,898</td>
<td>$1,258,898</td>
<td>2022 HOME EN</td>
</tr>
<tr>
<td></td>
<td>$2,448,088</td>
<td>$2,134,001</td>
<td>$4,582,089</td>
<td>Total</td>
</tr>
<tr>
<td>Multi-Family Housing New Construction: Provides loans for the construction of low- and moderate-income multi-family housing.</td>
<td>$2,448,087</td>
<td>$0</td>
<td>$2,448,087</td>
<td>2021 HOME PI</td>
</tr>
<tr>
<td></td>
<td>$0</td>
<td>$875,103</td>
<td>$875,103</td>
<td>2022 HOME PI</td>
</tr>
<tr>
<td></td>
<td>$0</td>
<td>$1,258,897</td>
<td>$1,258,897</td>
<td>2022 HOME EN</td>
</tr>
<tr>
<td></td>
<td>$2,448,087</td>
<td>$2,134,000</td>
<td>$4,582,087</td>
<td>Total</td>
</tr>
<tr>
<td>Home Program Administration: Administrative services for the implementation of HOME-funded activities.</td>
<td>$177,681</td>
<td>$249,794</td>
<td>$427,475</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$0</td>
<td>$249,794</td>
<td>$249,794</td>
<td>2022 HOME EN</td>
</tr>
<tr>
<td></td>
<td>$177,681</td>
<td>$249,794</td>
<td>$427,475</td>
<td>Total</td>
</tr>
<tr>
<td><strong>Total HOME Housing Development, Preservation and Homeownership</strong></td>
<td><strong>$5,073,856</strong></td>
<td><strong>$4,517,795</strong></td>
<td><strong>$9,591,651</strong></td>
<td></td>
</tr>
</tbody>
</table>

#### HOUSING DEVELOPMENT, PRESERVATION AND HOMEOWNERSHIP -AMERICAN RESCUE PLAN (HOME-ARP) - One Time Award

<table>
<thead>
<tr>
<th>Activity Name</th>
<th>Funding Awarded</th>
<th>Source¹</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multi-Family Housing Acquisition and Rehabilitation: Provides loans for the acquisition and rehabilitation of multi-family housing.</td>
<td>$8,212,784</td>
<td>HOME ARP</td>
</tr>
<tr>
<td>Home Program Administration: Administrative services for the implementation of HOME ARP funded activities.</td>
<td>$912,531</td>
<td>HOME ARP</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$9,125,315</strong></td>
<td></td>
</tr>
</tbody>
</table>
Proposed activities are based on the following estimated revenues:

<table>
<thead>
<tr>
<th>ESG Revenue Source</th>
<th>2022 Action Plan</th>
<th>Total</th>
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<tbody>
<tr>
<td>Estimated Entitlement</td>
<td>$421,643</td>
<td>$421,643</td>
</tr>
<tr>
<td>Reprogrammed Funds</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Program Income</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$421,643</strong></td>
<td><strong>$421,643</strong></td>
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</table>

The following summarizes proposed activities for 2022:

<table>
<thead>
<tr>
<th>Activity Name</th>
<th>Previous Years Reprogramming</th>
<th>2022 Proposed Funding</th>
<th>Total Funding</th>
<th>Source¹</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>EMERGENCY SOLUTIONS GRANT (ESG)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rapid Rehousing/Prevention (Public Services): Funds to provide homeless prevention and rapid re-housing, delivery, operations and maintenance of facilities and essential supportive services per ESG regulations. Final funding amount is subject to change.</td>
<td>$0</td>
<td>$155,786</td>
<td>$155,786</td>
<td>2022 ESG EN</td>
</tr>
<tr>
<td>Emergency Shelters (Public Services): Funds to provide emergency housing/shelters, delivery, operations and maintenance of facilities and essential supportive services per ESG regulations. Final funding amount is subject to change.</td>
<td>$0</td>
<td>$229,072</td>
<td>$229,072</td>
<td>2022 ESG EN</td>
</tr>
<tr>
<td>ESG Program Administration: Administrative services for the implementation of ESG-funded activities.</td>
<td>$0</td>
<td>$31,204</td>
<td>$31,204</td>
<td>2022 ESG EN</td>
</tr>
<tr>
<td><strong>Total Emergency Solutions Grant</strong></td>
<td>$0</td>
<td><strong>$416,062</strong></td>
<td><strong>$416,062</strong></td>
<td></td>
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</tbody>
</table>
Proposed activities are based on the following estimated revenues:

<table>
<thead>
<tr>
<th>HOPWA Revenue Source</th>
<th>2020-2021</th>
<th>2022 Action Plan</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Entitlement</td>
<td>$1,498,551</td>
<td>$1,498,551</td>
<td>$1,498,551</td>
</tr>
<tr>
<td>Reprogrammed Funds</td>
<td>$25,730</td>
<td>$25,730</td>
<td>$25,730</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$25,730</strong></td>
<td><strong>$1,498,551</strong></td>
<td><strong>$1,524,281</strong></td>
</tr>
</tbody>
</table>

The following summarizes proposed activities for 2022:

<table>
<thead>
<tr>
<th>Activity Name</th>
<th>Previous Years Reprogramming</th>
<th>2022 Proposed Funding</th>
<th>Total Funding</th>
<th>Source¹</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>HOPWA - City and County of Sacramento</strong>: Provides for short-term emergency housing and tenant-based rental assistance, housing placement services, supportive services and operations for persons with HIV/AIDS in the City and County of Sacramento. Final funding amount is subject to change.</td>
<td>$2,317</td>
<td>$0</td>
<td>$2,317</td>
<td>2020 HOPWA EN</td>
</tr>
<tr>
<td></td>
<td>$6,203</td>
<td>$0</td>
<td>$6,203</td>
<td>2021 HOPWA EN</td>
</tr>
<tr>
<td></td>
<td>$0</td>
<td>$782,800</td>
<td>$782,800</td>
<td>2022 HOPWA EN</td>
</tr>
<tr>
<td></td>
<td><strong>$8,520</strong></td>
<td><strong>$782,800</strong></td>
<td><strong>$791,320</strong></td>
<td><strong>Total</strong></td>
</tr>
<tr>
<td><strong>HOPWA - Yolo County</strong>: Provides for short-term emergency housing and tenant-based rental assistance, housing placement services and supportive services for persons with HIV/AIDS in Yolo County. Final funding amount is subject to change.</td>
<td>$0</td>
<td>$40,000</td>
<td>$40,000</td>
<td>2022 HOPWA EN</td>
</tr>
<tr>
<td><strong>HOPWA - El Dorado and Placer Counties</strong>: Provides for short-term emergency housing and tenant-based rental assistance, housing placement services and supportive services for persons with HIV/AIDS in El Dorado and Placer Counties. Final funding amount is subject to change.</td>
<td>$0</td>
<td>$111,826</td>
<td>$111,826</td>
<td>2022 HOPWA EN</td>
</tr>
<tr>
<td><strong>Multi-Family Housing Acquisition and Construction</strong>: Provides loans or grants for the acquisition or construction of low- and moderate-income multi-family housing for HOPWA-eligible clients.</td>
<td>$0</td>
<td>$281,105</td>
<td>$281,105</td>
<td>2022 HOPWA EN</td>
</tr>
<tr>
<td></td>
<td>$0</td>
<td>$281,105</td>
<td>$281,105</td>
<td>2022 HOPWA EN</td>
</tr>
<tr>
<td></td>
<td>$0</td>
<td>$562,211</td>
<td>$562,211</td>
<td><strong>Total</strong></td>
</tr>
<tr>
<td><strong>HOPWA Program Administration</strong>: Administrative services for the implementation of HOPWA-funded activities.</td>
<td>$0</td>
<td>$48,805</td>
<td>$48,805</td>
<td>2022 HOPWA EN</td>
</tr>
<tr>
<td><strong>Total HOPWA</strong></td>
<td><strong>$8,520</strong></td>
<td><strong>$1,545,642</strong></td>
<td><strong>$1,554,162</strong></td>
<td></td>
</tr>
</tbody>
</table>
1 Source: Program Income = PI and Entitlement = EN
2 CDBG Criteria: Includes activity eligibility, matrix codes, census tracts, and national objectives.
INTRODUCTION

Jurisdictions receiving housing and community development block grant funds from the U.S. Department of Housing and Urban Development (HUD) are required to adopt a Citizen Participation Plan (CPP) that sets forth the policies and procedures for citizen participation for the planning and allocation of such funds. The CPP specifies how jurisdictions will engage stakeholders and the public regarding the community’s needs in the areas of community development, affordable housing, and homelessness. Jurisdictions must take appropriate actions to encourage the participation of all its citizens, including persons of color, non-English speaking persons, and persons with disabilities, and residents of public and assisted housing developments and recipients of tenant-based assistance.

_The Citizen Participation Plan is a pathway for all citizens to exercise their voice and influence decisions that affect their communities, neighborhoods, and way of life._

_HUD Citizen Participation and Consultation Toolkit_

It is the intent of the City of Sacramento (City), the County of Sacramento (County), and the Sacramento Housing and Redevelopment Agency (SHRA) to encourage and facilitate the participation of all residents in the formulation of priorities, strategies, and funding allocations in the development of the following: Five-year Consolidated Plan and the One-Year Action Plan (Action Plan), Citizen Participation Plan (CPP), Substantial Amendments thereto, Assessment of Fair Housing (AFH) or Analysis of Impediments (AI), and annual performance reports for the following programs funded by the U.S. Department of Housing and Urban Development (HUD).

- Community Development Block Grant (CDBG);
- HOME Investment Partnerships (HOME);
- Emergency Solutions Grant (ESG);
- Housing Opportunities for Persons with AIDS (HOPWA); and
- Other new or temporary HUD block grant funds for which the City and County of Sacramento is entitled.

USE OF THE CITIZEN PARTICIPATION PLAN
The City, County, and SHRA are committed to vigorously following, implementing, and abiding by both the letter and spirit of this Citizen Participation Plan (CPP). This plan identifies strategies to obtain participation from those persons directly affected by the Consolidated Plan, Action Plans, CPP, Substantial Amendments thereto, and the AFH/AI. It is SHRA’s intent to provide accurate information and timely notification of activities, to provide education and assistance to citizens to access the programs, to involve citizens during all stages of the process, and to respond to specific complaints and needs of citizens.

CITIZEN PARTICIPATION PROCESS

This section describes how the City, County and SHRA will take actions appropriate to encourage the participation of all residents—including persons of color, persons with limited English speaking proficiency (LEP populations), and persons with disabilities, as well as and residents of public and assisted housing, recipients of tenant-based assistance, and residents of targeted revitalization areas in which developments are located—in the process of developing and implementing the goals of the Consolidated Plan and the AFH/AI.

Coordination with Housing Authority. Staff will coordinate with the Housing Authority on the development of the AFH/AI, and shall provide information to the Housing Authority about Consolidated Plan activities related to its developments and surrounding communities that the Housing Authority can make available at the annual public hearing for the Public Housing Agency Plan.

Stakeholder consultation. SHRA will also invite relevant local and regional institutions, private and nonprofit housing developers, and representatives of the business community, to be part of the engagement process as plans are developed. These may include, but are not limited to, Chambers of Commerce, foundations, faith-based organizations, nonprofit organizations, and community development associations.

Continuum of Care consultation. Additionally, as a recipient and administrator of ESG, SHRA will consult with the Continuum of Care (COC) in the allocation, performance, and evaluation of activities assisted with ESG funds.

HOPWA consultation. SHRA, as the recipient and administrator of the HOPWA program on behalf of the City of Sacramento, will consult broadly within the eligible metropolitan statistical area (EMSA) to develop a metropolitan-wide strategy for addressing the needs of persons with HIV/AIDS and their families.

Inclusive public process techniques. SHRA embraces HUD’s intent to develop a “shared vision for change in communities and neighborhoods” that could benefit from block grant programs (91.105(a)(2)(iv). Inclusive public process techniques work to “meet people where they are” by providing easy access to participation (e.g., through virtual meetings at times when children are in school); thanking participants for their time by providing light snacks, childcare, and takeaways at meetings (as allowed by HUD block...
grant regulations); holding meetings in various locations at different times and in space accessible to people with disabilities; utilizing basic technology for engagement (e.g., online surveys that can be taken on a smartphone); and by providing translation and interpretation services for LEP populations and persons with disabilities (e.g., sign language).

**Overview of process.** The general structure of citizen review/participation component has four tiers: citizens and residents, community groups and organizations, the Sacramento Housing and Redevelopment Agency Commission (SHRC), and the Sacramento City Council and the Sacramento County Board of Supervisors, the governing bodies of SHRA.

- Many project ideas occur at the community level. Depending on the plan, engagement of citizens and residents may include: SHRA staff attendance and presentations at ongoing neighborhood meetings, focus groups with stakeholders, focus groups with residents, convening of residents and stakeholders at community meetings unique to the plans, convening of city and county staff to discuss community needs, resident surveys, and stakeholder surveys.
- SHRA staff develop program allocation proposals based on these ideas, which are then recommended to the SHRC who reviews all housing and community development activities.
- The SHRC recommendation then proceeds to the City Council or Board of Supervisors (depending upon project/program jurisdiction) for final review and approval.

The Consolidated Plan and Action Plan must detail how this outreach was conducted, including how and when meetings were held, when the public comment period occurred, and how SHRA addressed public comments.

- Comments and suggestions from the public are welcome at all times.

**CAPER (Consolidated Annual Performance Evaluation Report)**

SHRA will notify the public by publishing a notice in at least one paper of general circulation and on the SHRA website at least 15 days prior to the submission of the report to HUD. The notice will:

- State where and how the report may be obtained;
- Allow at least 15 days for comments prior to the submission of the report to HUD; and
- State how the public can submit comments.

All comments received in writing will be considered when preparing the final CAPER. A summary of these comments or views, and a summary of any comments or views not
accepted and the reasons therefore, will be attached to the document. Written comments will receive a written response within 15 working days, where practicable.

Other forms of a public hearing will be allowed (e.g. video) during a Disaster and/or as communicated by HUD by Notice, Award Letter, Memorandum or other form of communication.

**PUBLIC COMMENTS**

Citizens may submit comments verbally or in writing at public hearings or directly to SHRA staff. Written comments, questions or inquiries regarding CDBG, HOME, ESG and HOPWA programs are to be addressed to:

Sacramento Housing and Redevelopment Agency  
Attn: Federal Programs  
801 12th Street  
Sacramento, CA 95814

Program Manager phone and email address
All comments received in writing or orally at a public hearing will be considered when preparing the Consolidated Plan, One-Year Action Plan, or Substantial Amendments thereto. A summary of these comments or views, and a summary of any comments or views not accepted and the reasons therefore, will be attached to the document. Written comments will receive a written response within fifteen working days, where practicable.

**PUBLIC HEARINGS**

Public hearings may be held in-person, or virtual, or both.

Virtual meetings and virtual public hearings will be held in place of in-person meetings/hearings when needed in cases of natural disasters, health pandemics, or similar threats, as authorized by the Sacramento Housing and Redevelopment Commission, Sacramento City Council, and Sacramento County Board of Supervisors and as communicated by local, state or federal government by Notice, Award Letter, Memorandum or other form of communication. In addition, this Citizen Participation Plan will follow HUD notices, waivers, award letters or other communications related to virtual and in-person public meetings or hearings.

**Current meeting protocols:** Meetings of the Sacramento Housing and Redevelopment Commission are closed to the public until further notice in compliance with state guidelines on social distancing, in accordance with the Brown Act, (as currently in effect under the State Emergency Services Act), the Governor’s Emergency Declaration related to COVID-19, and the Governor’s Executive Order N-29-20 issued on March 17, 2020. These measures facilitate participation by members of the Commission, Staff, and the public and allow meetings to be conducted by teleconference, videoconference, or both.
Refer to the Sacramento City Council, Sacramento County Board of Supervisors’, and/or the SHRA Commission web pages for current public meeting policies and procedures.

SHRA will notify the public of these hearings by publishing a notice in at least one paper of general circulation and on SHRA’s website at least 30 days in advance of the hearings. The notice will:

- Describe the AFH/AI development process and goals prior to adoption;
- For the Consolidated Plan, Substantial Amendment, One-Year Action Plan or Action Plan Amendment, describe the approximate amount of funding and range of possible activities, including the estimated amount that will benefit persons of low- and moderate-income;
- Identify any activities that could result in displacement and the plan for mitigating displacement and types and level of assistance SHRA will make available to displaced persons;
- State where and how information may be obtained;
- State the date of the public hearing;
- Allow 30 days for public comments prior to adoption of the AFH/AI, Consolidated Plan, One-Year Action Plan, Citizen Participation Plan, or Substantial Amendments or other length of time as indicated above;
- State how LEP and persons with disabilities can request translation, interpretation, and reasonable accommodations; and
- State how the public can submit comments.

SPECIAL ALLOCATIONS

HUD may allocate new or expanded grants in response to natural disasters, emergency situations, and/or health care crises. In event of a local, state, and/or national natural disaster, emergency, or health care crisis, existing and/or new funding may be allocated...
or re-allocated in an expedited timeframe. This will be done to streamline the allocation process and reduce delays in accessing grant funds. All required HUD notices, waivers, award letters, or other HUD communications will be followed.

To achieve this expedited timeframe, the citizen participation process may also be temporarily expedited. The participation process, which may include a shift to virtual meetings and/or hearings, will be applied per HUD notices, waivers, award letters, or other HUD communications.

If applicable, temporary changes that are made to the citizen participation process as the result of a disaster will be communicated in an amended CPP.

**SUBSTANTIAL AMENDMENTS**

A substantial amendment to the Consolidated Plan involves carrying out an activity or program not previously considered by stakeholders or approved by HUD (e.g., change in the allocation among program activities, change in geographic allocation, change in beneficiaries) in accordance with the original intent of the funds identified in the previously undertaken citizen participation process.

Criteria for substantial amendments includes:

- An increase of 15% or more in a block grant’s funding (e.g., additional HOME dollars are made available during the program year because of a special allocation and the new allocation is 15% or more of the allocation included in the Consolidated Plan or Action Plan).
- A change in the distribution of CDBG funds among eligible activities when that change increases or decreases the allocation of funds available for that activity by 25% or more.
- A change in the purpose, scope, location, or beneficiaries that is so significant it could be considered a new activity.
- New and unanticipated funding is received from HUD. In this case, the citizen participation for the amendment will follow HUD’s guidance or reflect the typical process in this CPP.

The following administrative changes to previously approved activities or programs are not considered substantial amendments:

- Amending the budget (including entitlement funds and program income) by less than the amount in which SHRA’s Executive Director or respective designee is authorized by the governing body, currently $100,000.
- Allocating a different year’s funding (including entitlement funds and program income) than originally approved as long as it is under the administrative budget amendment limit authorized by the governing body.
- Cancelling or defunding an activity or program if none or some of the funds were not expended. Such funds can then be re-allocated in a subsequent One-Year Action Plan.

Substantial Amendments will follow local procedures for formal noticing of public hearings and citizen comment period per 24 CFR 91.105 and 505(b).

**OTHER CITIZEN PARTICIPATION REQUIREMENTS**

**Notification to Interested Parties:** SHRA will endeavor to directly notify interested parties of scheduled public hearings. A list of persons and community groups interested in receiving such notices will be maintained by SHRA. Notices will be included on SHRA’s website and, as relevant, part of social media posts and email blasts.

**Access to Records:** Electronic copies of the AFH/AI, Consolidated Plan, Action Plan, CAPER and related documents that are adaptable for screen readers will be made available and posted on SHRA’s website during the draft review period and for two years subsequent to the initial publishing.

A free copy of the AFH/AI, Consolidated Plan, One-Year Action Plan, Citizen Participation Plan, and CAPER are available at no cost to persons and organizations that request it; this includes the availability of materials in a form accessible to persons with disabilities, upon request. SHRA will provide access to public records related to the AFH/AI, Consolidated Plan, One-Year Action Plan, and Amendments and the jurisdiction’s use of assistance under the programs covered by the plans during the preceding five years through written or verbal request. SHRA may charge a fee for copies to recover the cost of material and operations. SHRA will require an appointment to view records and, in most case, will require SHRA staff to be present during inspection of records.

**Accessibility, Translation, and Interpretation Services:** If limited English proficiency or disabled persons are unable to and request assistance to participate in a public hearing, SHRA staff will retain appropriate assistance to allow such residents to participate. Generally, assistance will consist of obtaining appropriate interpreter services. However, if such assistance presents an undue financial or administrative burden, SHRA will consider it mandatory only in instances where it is expected that a significant number of limited English proficiency or disabled persons will be in attendance. Generally, meeting facilities are accessible to persons with disabilities, but if special assistance is needed the Agency Clerk should be contacted at (916) 440-1363 at least 48 hours prior to the meeting. For virtual meetings/hearings that are held via a platform that allows video participation, there will also be an option for residents to access the meeting via telephone.

**Technical Assistance:** SHRA will endeavor to assist community groups and individuals as requested. The provision of assistance will be determined based upon the following: staff availability; the relationship of the request to the priorities adopted in the AFH/AI and
Consolidated Plan; and other available resources. At a minimum, SHRA will advise on all technical questions, such as determining the eligibility of a request.

Complaints: SHRA will respond to written complaints from citizens related to the AFH/AI, Consolidated Plan, One-Year Action Plan, Substantial Amendments, administrative amendments and performance reports within 15 working days.

Responsibility: SHRA will retain responsibility and authority to outreach to persons of color and persons with limited English proficiency, as well as persons with disabilities, during the development of the AFH/AI, the Consolidated Plan and One-Year Action Plan. This responsibility and authority is not restricted by the citizen participation requirements.

**MINIMIZING DISPLACEMENT AND RELOCATION BENEFITS**

**CITY AND COUNTY OF SACRAMENTO RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN SECTION 104(d) OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED**

SHRA, administrator of the CDBG, HOME, ESG, HOPWA programs for the City or County of Sacramento, will comply with all federal regulations governing residential antidisplacement and relocation assistance as they pertain to these programs.

Specifically, SHRA will comply with Section 104(d) of the Housing and Community Development Act of 1974 [42 U.S.C. 5304(d)] and implementing regulations at 24 CFR Part 42. HUD assisted programs administered by SHRA which are governed by these regulations are the CDBG, HOME, ESG, HOPWA, the Section 108 Loan Guarantees Program

SHRA will replace all occupied and vacant occupiable lower-income dwelling units demolished or converted to a use other than as lower-income housing as a direct result of activities assisted with funds under the above-stated programs.

All replacement housing will be provided within three years after the commencement of the demolition or conversion. Pursuant to 24 CFR 42.375(c) and before entering into a contract committing the City or County of Sacramento to provide funds for a project that will directly result in demolition or conversion, SHRA will make public by publication in a newspaper of general circulation and submit to HUD the following information in writing:

1. A description of the proposed assisted activity;

2. The location on a map and number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than for lower-income dwelling units as a direct result of the assisted activity;

3. A time schedule for the commencement and completion of the demolition or conversion;
4. The location on a map and the number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units. If such data are not available at the time of the general submission, the submission will identify the general location on an area map and the approximate number of dwelling units by size, and information identifying the specific location and number of dwelling units by size will be submitted and disclosed to the public as soon as it becomes available;

5. The source of funding and a time schedule for the provision of replacement dwelling units;

6. The basis for concluding that each replacement dwelling unit will remain a lower-income dwelling unit for at least 10 years from the date of initial occupancy; and

7. Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units), or any proposed replacement of efficiency or single-room occupancy (SRO) units with units of a different size, is appropriate and consistent with the housing needs and priorities identified in the approved Consolidated Plan.

To the extent that the specific location of the replacement housing and other data in items 4 through 7 are not available at the time of the general submission, SHRA will identify the general location of such housing on a map and complete the disclosure and submission requirements as soon as the specific data are available.

SHRA’s Development Department, 801-12th Street, is responsible for tracking the replacement of lower-income dwelling units and ensuring that it is provided within the required period.

SHRA will provide relocation assistance, as described in 24 CFR Part 42, Subpart C--Requirements Under Section 104(d) of the Housing and Community Development Act of 1974, to each lower-income person who, in connection with an activity assisted under any program subject to this subpart, permanently moves from real property or permanently moves personal property from real property as a direct result of the demolition or conversion of a lower-income dwelling.

Depending upon program requirements, SHRA is responsible for providing relocation payments and other relocation assistance to any lower-income person displaced by the demolition of any dwelling units or the conversion of lower-income dwelling units to another use.

Consistent with the goals and objectives of activities assisted under Section 104(d) of the Housing and Community Development Act of 1974, as amended, SHRA will take the following steps to minimize the direct and indirect displacement of persons from their homes:
1. In structuring proposed projects for funding consideration, SHRA (a) make an assessment of the potential displacement which might occur from the project as proposed, (b) consider alternatives which would minimize displacement, and (c) select the most feasible alternative which both meets project goals and minimizes displacement.

2. For programs assisted through CDBG, HOME, ESG, HOPWA or Section 108 resources, in which a property owner voluntarily seeks such assistance (such as a rehabilitation loan), SHRA will assess the potential displacement which may result from the project and the costs associated with such displacement and advise the property owner. The property owner shall be further advised of his/her responsibility to pay for such costs. SHRA will provide technical assistance to owners on methods to minimize permanent displacement (and therefore costs) such as scheduling construction activities in phases to allow tenants to temporarily move and thereby avoid permanent displacement, referring eligible tenants to assistance programs (such as Housing Choice Voucher) to help stabilize the tenant's rent, or other alternatives appropriate to the assisted activity.

3. For major publicly initiated programs, where the displacement assessment indicates substantial direct or indirect displacement may occur, SHRA will prepare a project specific displacement mitigation/relocation plan in order to ensure implementation consistent with HUD regulations.

4. Stage rehabilitation of apartment units to allow tenants to remain in the building/complex during and after the rehabilitation by working with empty units first.

5. Arrange for facilities to house persons who must be relocated temporarily during rehabilitation.

REGULATIONS CITED IN THE DEVELOPMENT OF THIS DOCUMENT

- Section 808(e)(5) of the Fair Housing Act (42 U.S.C. 3608(e)(5))
- 24 CFR Part 91.100 Consultation; local governments
- 24 CFR Part 91.105 Citizen participation plan; local governments
- 24 CFR Part 91.401 Citizen participation; HOME Consortia
- 24 CFR Part 91.505 Amendments to the consolidated plan
- 24 CFR Part 5.150 – 5.180 Affirmatively Furthering Fair Housing
- 24 CFR Part 92 HOME Investment Partnerships Program
- 24 CFR part 570 Community Development Block Grant
- 24 CFR part 574 Housing Opportunities for Persons with AIDS
- 24 CFR part 576 Emergency Solutions Grant

DEFINITIONS
Assessment of Fair Housing/Analysis of Impediments: As part of the Consolidated Plan, all grantees must certify that they will affirmatively further fair housing (AFFH). HUD provides grantees options for demonstrating their AFFH commitment, including conducting a study of fair housing impediments and developing an action plan to address barriers and minimize future impediments. This analysis is called an Assessment of Fair Housing (AFH) or Analysis of Impediments to Fair Housing Choice (AI). The State of California requires an AFH be conducted with regional Housing Elements.

Affirmatively Further Fair Housing (AFFH): AFFH refers to the obligation that recipients of federal housing and community development funds have as part of receiving funds. The AFFH requirement was enacted with the Fair Housing Act (FHA of 1968).

Consolidated Plan: This is a five-year planning document that is submitted to HUD and serves as the joint planning document for the City and County of Sacramento and application for funding for CDBG, HOME, ESG, HOPWA, and similar new or temporary grants. The document is developed in accordance with the Code of Federal Regulations (CFR) Title 24. CFR Part 91 sets forth the priorities and strategies of the programs for a five-year period.

One-Year Action Plan: This document updates the Consolidated Plan on an annual basis and allocates one year's funding (entitlement and program income) to specific projects and activities for the CDBG, HOME, ESG, HOPWA, and similar new or temporary grants programs. SHRA develops the document annually in accordance with 24 CFR 91.505.

Consolidated Annual Performance Evaluation Report (CAPER): This document reports on the progress made in carrying out the Consolidated Plan, One-Year Action Plan and fair housing plan activities. SHRA prepares the report annually in accordance with 24 CFR Part 91.

Public Hearing: A public hearing is a public meeting that has been publicly noticed through postings through SHRA's and the City or County of Sacramento websites, email blasts, social media, ads in general circulation and culturally-specific newspapers, or in a fashion which otherwise follows local procedures for formal noticing of public hearings. Public hearings are required prior to the adoption of the Consolidated Plan, the One-Year Action Plan, the CAPER, Citizen Participation Plan, and substantial amendments. Public hearings may also be part of the community engagement process for AFHs/AIs.

Substantial Amendment: A substantial amendment to the Consolidated Plan involves carrying out an activity or program not previously considered by stakeholders or approved by HUD (e.g., change in the allocation among program activities, change in geographic allocation, change in beneficiaries) in accordance with the original intent of the funds identified in the previously undertaken citizen participation process.
RESOLUTION NO. 2022-

Adopted by the Sacramento City Council

August 9, 2022

Approval of the Tree Nursery Grant Project Delivery Agreement and Appropriation of Funds

BACKGROUND

A. Under agreement 2020-1441, the City currently leases the vacant former City tree nursery located at 1920 34th Avenue to Planting Justice, a nonprofit corporation based out of Oakland. Planting Justice subleases part of the site to the nonprofit corporation, Three Sisters Gardens based out of West Sacramento. Together they propose to transform the site into a nationally significant center for urban agriculture, social entrepreneurship, multifaceted biodiversity, youth mentorship, and farmer training.

B. As part of the Budget Act of 2021 (Senate Bill 170, Chapter 240), the State of California through the California Natural Resources Agency (CNRA), is providing the City of Sacramento with a $2 million grant for capital improvements and operational expenses to implement the project.

C. On October 12, 2021, the City Council adopted Resolution 2021-0301, which accepted the Budget Act of 2021 grant funds and authorized the City Manager or the City Manager’s designee to take the necessary budget actions to account for these funds. Section 2 of Resolution 2021-0301 authorized the City Manager or the City Manager’s designee to establish a new capital project for Planting Justice at the Former City Tree Nursery (B02000110) with a budget in the amount of $2 million for Other Capital Grants (Fund 3704).

D. As a condition of receiving the grant funds CNRA required the City Council to adopt an additional resolution, using CNRA’s template, that accepted the grant funding; made required certifications; and appointed the City Manager or the City Manager’s designee as agent to conduct all negotiations and execute and submit all documents required to complete the project. The City Council adopted the required resolution (R2022-0026) on January 25, 2022.

E. The City and CNRA executed the $2 million CNRA Grant Agreement (Exhibit A) on July 13, 2022.
F. On October 19, 2021, the City Council approved the One-Year Action Plan which allocated $50,000 in Community Development Block Grant funding to improve vehicular and pedestrian access and sightlines around the Former City Tree Nursery driveway (Resolution 2021-0311).

G. In October 2021, Raley’s provided Three Sisters Gardens a private donation in the amount of $40,000 to support food access initiatives at the Former City Tree Nursery, with the City acting as grant administrator for these funds. These funds were placed in Three Sisters Garden Tree Nursery (I02002311) Externally Funded Programs (Fund 2703).

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The City Manager or City Manager’s designee is authorized to execute the Tree Nursery Grant Project Delivery Agreement between the City of Sacramento and Planting Justice in an amount not to exceed $2 million that is attached as Exhibit A.

Section 2. The City Manager or the City Manager’s designee is authorized to increase the revenue and expenditure budget of the Tree Nursery Project (B02000110) by $90,000 for a new project total of $2,090,000.

Section 3. The City Manager or the City Manager’s designee is authorized to transfer $50,000 from Community Development Block Grant funding (Fund 2700) to Tree Nursery (B02000110).

Section 4. The City Manager or the City Manager’s designee is authorized to transfer the $40,000 budget and posted expenses of Three Sisters Garden Tree Nursery (I02002311) Externally Funded Programs (Fund 2703) to Tree Nursery (B02000110).

Section 5. Exhibit A is a part of this resolution.

Table of Contents:
   Exhibit A – Tree Nursery Grant Project Delivery Agreement
TREE NURSERY GRANT
PROJECT DELIVERY AND USE AGREEMENT

This TREE NURSERY GRANT PROJECT DELIVERY AND USE AGREEMENT dated August 9, 2022, for purposes of identification, is between the CITY OF SACRAMENTO, a municipal corporation (the "City"), and PLANTING JUSTICE, a California nonprofit public benefit corporation ("Planting Justice").

Background

The City’s former tree nursery is a five-acre City-owned site located at 1920 34th Avenue in Sacramento (the “Tree Nursery”), that was previously used to grow many of the City’s annual and perennial plants and tree stock. The City closed the Tree Nursery in 2008. Since then, the site has been mostly vacant, except for the temporary storage of plants and trees, and stockpiling the City’s bulk materials such as soil, mulch, or wood chips.

In 2019 and 2020, the City solicited proposals (Bid#: I19151131037 and Bid#: P202015113006) from interested parties to lease and manage all or a portion of the Tree Nursery as a multi-use hub for agricultural, workforce development, and related purposes. As a result of the public solicitation process, the City selected the partnership led by Planting Justice to lease, develop and operate the site. Planting Justice is a nonprofit corporation based in Oakland, California. Planting Justice’s partner, Three Sisters Gardens, is a nonprofit corporation based in West Sacramento. In July 2020, the City and Planting Justice entered into a lease agreement (City Agreement 2020-1441) for three-acres of the undeveloped portions of the Tree Nursery (the “Lease”). Planting Justice subleases a one-acre portion of the leased premises to Three Sisters Gardens. In December 2021, the City demolished the existing greenhouse and administrative building on the non-leased two-acre portion of the Tree Nursery, but left the existing lathe house and bulk storage facilities standing. The City and Planting Justice are in the process of amending the Lease to include the remaining two acres as part of the leased premises.

Together, Planting Justice and Three Sisters Gardens propose to transform the Tree Nursery into what will become a nationally-significant center for urban agriculture, social entrepreneurship, multifaceted biodiversity, youth mentorship, and farmer training (the “Project”). The Project will include a vegetable, herb, and flower farm led by Three Sisters Gardens and a production nursery for Planting Justice’s existing organic plant nursery, which includes one of the largest collections of certified organic fruit trees in North America boasting over 1,200 varieties. Planting Justice and Three Sisters Gardens’ goal for the Project is to create living-wage green jobs, youth employment opportunities, urban agriculture on-boarding and training, a variety of educational opportunities for sustainability and health, and healthy food access for years to come. The Project will also include a local farm stand and opportunities for local community access and engagement. A major focus of the Project is to advance equity in Sacramento through living wage jobs, food security, and education and training.

The State of California allocated $2,000,000 to the City for Planting Justice as part of the Budget Act of 2021 (Chapters 21, 69, and 240, Statutes of 2021). The State of California’s Natural Resources Agency (“CNRA”) is making this funding available to the City through a local assistance specified grant.
The City, in consultation with Planting Justice and Three Sisters Gardens, developed a project scope for the grant agreement that includes: installation of electrical and irrigation utilities; site preparation; paving, nursery and production farm structures and materials; Planting Justice and Three Sisters Gardens staff time; and stipends for youth interns.

The City and Planting Justice agree that allowing Planting Justice to use state grant funds to develop and operate the Tree Nursery as a production garden and retail nursery benefits the City’s food access and workforce training initiatives and further their mutual interest in promoting development of this important project.

*With these background facts in mind, the City and Planting Justice agree as follows:*

1. **Definitions.** All capitalized terms used in this agreement, but not expressly defined in this agreement, have the meanings ascribed to them in the Grant Agreement. In addition, the following definitions apply:

   “**Advance Account**” means the separate, interest-bearing account to hold Advance payments of Grant Funds from the State to the City.

   “**Advance Account Balance**” means an amount equal to the difference between the balance of Grant Funds in the Advance Account and all approved payments from the Advance Account that have yet to post to the Advance Account.

   “**City Advance**” means Grant Funds advanced by the City to Planting Justice.

   “**Documented Invoice**” means a written request for payment for costs incurred that (i) includes sufficient detail and supporting documentation to demonstrate that the costs are eligible costs under the Grant Agreement and are not reimbursed through other grant programs, (ii) includes sufficient detail and supporting documentation to demonstrate compliance with prevailing wage laws, and (iii) includes sufficient detail and supporting documentation to allow the City to complete a Payment Request Form (including all required forms), Advance Reconciliation Form (including all required forms), or both a Payment Request Form and Advance Reconciliation Form, as applicable.

   “**Grant Agreement**” means the grant contract identified as State contract number GF2117-0 between the City and the State, as it may be amended from time to time. The Grant Agreement is attached as exhibit A.

   “**Grant Funds**” means the funds that the State provides to the City under the Grant Agreement and any interest that the City earns on such funds.

   “**Tree Nursery Improvements**” means all materials, property, and improvements that are included in tasks 1.5, 2.1, 2.2, 2.3, 2.4, 2.5, and 2.7 in the Project Budget, as it may be amended from time to time, in exhibit A-1 of the Grant Agreement.

   “**Tree Nursey Staff Costs**” means the costs that are included in tasks 1.1, 1.2, 1.3, 1.4, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, and 3.8 in the Project Budget, as it may be amended from tome to tome, in exhibit A-1 of the Grant Agreement.

   “**State**” means the State of California.
“State Advance” means Grant Funds advanced by the State to the City.

2. **Term.** This agreement takes effect as described in section 25 and remains in effect until the tenth anniversary of Project completion (as evidenced by Project Certification Form), subject to early termination under section 11.

3. **Grant Agreement.** (a) Planting Justice shall comply with all the terms of the Grant Agreement that apply to the City. By way of example, Planting Justice shall: (i) maintain, operate, and use the Project in fulfillment of the purpose funded under the Grant Agreement until the tenth anniversary of Project completion (as evidenced by Project Certification Form) and shall make no other use of the Tree Nursery; (ii) place all City Advances in a separate interest-bearing account, setting up and identifying the account prior to the advance; and (iii) maintain insurance as required under the Grant Agreement.

(b) To the extent that the City’s ability to fulfill its obligations or exercise its rights under the Grant Agreement depends on Planting Justice’s assistance, Planting Justice shall assist the City in fulfilling its obligations or exercising its rights under the Grant Agreement.

4. **Grant Funds.** $2,000,000 is the maximum amount of Grant Funds available to Planting Justice under the Grant Agreement. In general, the City will provide the Grant Funds to Planting Justice on a reimbursement basis after Planting Justice incurs and pays expenses. To assist Planting Justice with cash flow for eligible costs under the Grant Agreement, the City, in its sole discretion, may provide Planting Justice City Advances under section 8, below.

5. **Tree Nursery Improvements.** In addition to complying with the Grant Agreement, Planting Justice shall design, construct, and dedicate the Tree Nursery Improvements as follows:

(a) Planting Justice shall obtain all permits and other governmental approvals required to construct and operate the Tree Nursery Improvements, including Conditional Use, Site Plan and Design Review, and building permits.

(b) Planting Justice shall enter into all contracts necessary to design and construct the Tree Nursery Improvements, including contracting for labor compliance to ensure that Planting Justice’s contractors comply with all City and state prevailing wage laws.

(c) Planting Justice shall include in each construction contract to construct Tree Nursery Improvements provisions naming the City as an intended beneficiary of the contract and requiring the contractor to name the City as an obligee on the contractor’s performance bond.

(d) Planting Justice shall design, furnish, construct and install the Tree Nursery Improvements (i) in accordance with the City’s Standard Specifications For Public Construction approved by the City Council on November 10, 2020 (Resolution 2020-0354), or (ii) as otherwise directed by the City’s Community Development Department.
(e) Planting Justice shall comply with all City and state laws and regulations related to construction of public works projects, including competitive bidding, obtaining 100% payment and performance bonds, and prevailing wage laws.

(f) Planting Justice shall require its contractors to name the City and the State as additional insureds on the contractors’ commercial general liability and automobile liability policies.

(g) Planting Justice shall perform all work on the Tree Nursery Improvements at the places, with the materials, in the manner, and at the grades, as shown on the approved plans and specifications, and to the satisfaction of the City.

(h) Planting Justice shall complete the Tree Nursery Improvements by December 31, 2024.

(i) Title to, and ownership of, the Tree Nursery Improvements constructed under this agreement will vest absolutely in the City upon the City’s acceptance of the completed Tree Nursery Improvements.

(j) Except as otherwise expressly provided in this agreement, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect, Planting Justice guarantees all work executed by or on behalf of Planting Justice and all supplies, materials and devices of whatsoever nature incorporated in, or attached to the work, or otherwise delivered to the City as a part of the work pursuant to this agreement, to be absolutely free of all defects of workmanship and materials for a period of one year after final acceptance of the entire work by the City. Planting Justice shall repair or replace any or all of the work or material, together with all or any other work or material which may be displaced or damaged in so doing, that may prove defective in workmanship or material within the one-year guarantee period without expense or charge of any nature whatsoever to the City. Planting Justice’s duties under this agreement are independent of, and do not affect, its obligations under the Lease.

(k) Except as provided in section 5.(l), below, if Planting Justice fails to comply with the conditions of the guarantee in section 5.(j), above, within ten days after being notified of the defect in writing, the City will have the right, but not the obligation, to repair, or obtain the repair of, the defect and Planting Justice shall pay to the City on demand all costs and expenses of the repair.

(l) If any defect in workmanship or materials covered by the guarantee in section 6(j), above, results in a condition that constitutes an immediate hazard to the health or safety, or any property interest, or any person, the City may immediately repair, or cause to be repaired, either temporarily or permanently, as determined by the City in its sole discretion and judgement, the defect. Planting Justice shall pay to the City on demand all costs and expense of the repair.

(m) The City’s obligation to make final payment to Planting Justice is conditioned on Planting Justice, directly or through its contractors, providing security in a form and amount satisfactory to the City to secure performance of Planting Justice’s warranty obligations under section 5(j) – (l).
6. **Advance Account.** The City, in its sole discretion, may seek State Advances. Upon the City’s request, Planting Justice shall assist the City in preparing advance payment request forms required to obtain State Advances under the Grant Agreement. Under the terms of the Grant Agreement, the City must place all State Advances into the Advance Account.

7. **Payment Requests.** This section provides the exclusive method by which Planting Justice may submit requests for payment. Planting Justice shall submit requests for payment as follows:

   (a) **Advance Payment.** The City shall notify Planting Justice of each State Advance that the City receives. Planting Justice may submit one request for a City Advance of up to $55,000 from each State Advance that the City receives. The City will decide, in its sole discretion, whether to provide Planting Justice with a City Advance and the amount of the City Advance. The City will not provide overlapping City Advances. The entire amount of a City Advance must be reconciled before the City will provide another City Advance. Planting Justice shall use each City Advance solely to pay for eligible costs under the Grant Agreement. Beginning on the last business day of the month when the City provides Planting Justice with a City Advance, and continuing on a monthly basis after that, Planting Justice shall submit advance reconciliation forms until the entire amount of the City Advance has been reconciled.

   (b) **Reimbursement.**

   (1) **Initial Payment.** Planting Justice shall submit an initial Documented Invoice to the City that covers all eligible costs that Planting Justice has incurred from April 1, 2022, to date for which it will request payment.

   (2) **Progress Payments.** Beginning on the last business day of the month after Planting Justice submits the initial Documented Invoice, and continuing on a monthly basis after that, Planting Justice shall submit a Documented Invoice to the City that covers all eligible costs that Planting Justice has incurred since the previous Documented Invoice for which it will request payment.

   (3) **Final Payment.** As part of the Documented Invoice covering the final payment to Planting Justice under this agreement, Planting Justice shall provide the City with copies of all records as provided in section 12(a), below.

   (4) The City shall determine whether a request for payment submitted by Planting Justice meets the requirements of a Documented Invoice no later than 15 days after Planting Justice submits the request.

   (5) If the City notifies Planting Justice that the Advance Account Balance is zero and the State will not make any additional State Advances, which triggers the reimbursement process in section 8.(b), below, then after the City provides such notice, Planting Justice shall not submit any Documented Invoice that exceeds $200,000.
8. Payments to Planting Justice. If the City determines that a request for payment submitted by Planting Justice meets the requirements of a Documented Invoice, the City shall make payment to Planting Justice as follows, subject to the availability of Grant Funds described in section 8(a) and 8(b) (as applicable):

(a) Advance Account. The City shall rely on the Advance Account as the first means of paying a Documented Invoice, subject to the following:

(1) If the Advance Account Balance is sufficient to pay the full amount of the Documented Invoice, the City shall make the payment to Planting Justice using only Grant Funds in the Advance Account.

(2) If the Advance Account Balance is not sufficient to pay the full amount of the Documented Invoice, the City shall promptly notify Planting Justice, and the following terms will apply:

A. If the Advance Account Balance is greater than zero, the City shall use the Grant Funds in the Advance Account to make a partial payment to Planting Justice in an amount equal to the Advance Account Balance. After making the partial payment, the City shall pay the balance of the amount due under the Documented Invoice in accordance with subsections (a)(7)B. and (a)(7)C.

B. If the Advance Account Balance is zero and the State has notified the City that it will make an additional State Advance, then once the State makes the State Advance payment, the City shall use the Grant Funds in the Advance Account to make payment to Planting Justice in an amount equal to the lesser of the Advance Account Balance and the full amount of the Documented Invoice. If the Advance Account Balance is not sufficient to pay the full amount of the Documented Invoice, then the City shall continue to use the process in this subsection until the Documented Invoice is paid in full, except as provided in subsection (a)(2)C.

C. If the Advance Account Balance is zero and the State has notified the City that it will not make any additional State Advances, then the City shall make payment to Planting Justice using the reimbursement process in section 8.(b) below.

(b) State Reimbursement. The City shall rely on the reimbursement process in this subsection as the means of paying a Documented Invoice only if required under section 8.(a)(2)C., above. The reimbursement process includes the following steps in the following order:

(1) The City shall pay the Documented Invoice using City funds.

(2) The City shall seek reimbursement from the State for the payment of the paid Documented Invoice.

9. Supervision or Discipline of Minors. Planting Justice shall not employ a person, whether as an employee, contractor, or volunteer, in a position with supervisory or disciplinary authority over a
minor in connection with this agreement if the person has been convicted of an offense identified in California Public Resources Code section 5164, subdivision (a)(2). To give effect to this section, Planting Justice shall conduct a criminal background check on each person it employs in a position with supervisory or disciplinary authority over a minor.

10. Indemnity and Release. Planting Justice shall indemnify, defend and hold harmless the City (including its officers, employees and agents) from and against any and all liabilities, penalties, losses, damages, costs, expenses (including reasonable attorneys' fees, whether for outside counsel or the City Attorney), causes of action, claims, or judgments (collectively, "Claims") arising by reason of any death, bodily injury, personal injury, property damage, losses related to independent contractors, products and equipment, explosion, collapse, underground hazards or violation of any law or regulation to the extent arising from any acts or omissions of Planting Justice (including its officers, employees, contractors, subcontractors, and agents) in connection with this agreement, except to the extent arising from the sole active negligence or willful misconduct of the City. Planting Justice hereby waives and releases any and all Claims of whatever sort or nature which may arise against City in connection with the City’s review and inspection of the design and construction of the Tree Nursery Improvements, except those resulting from the sole active negligence or willful misconduct of the City.

Planting Justice shall indemnify, defend and hold harmless the City from and against all demands and claims filed by the State against the City due to Planting Justice’s improper invoices or failure to comply with any term of the Grant Agreement.

11. Default. The occurrence of any one or more of the following events will be a breach by Planting Justice under this agreement and the City will be entitled to cancel this agreement by providing Planting Justice with notice as provided in section 13:

(a) Planting Justice’s failure to comply with the terms of this agreement.

(b) After delivery of a written notice of default and expiration of any cure period stated in the notice, Planting Justice’s failure to comply with any material term of the Grant Agreement.

(c) Planting Justice’s voluntary or involuntary filing of bankruptcy protection or appointment of a receiver.

12. Records and Audits. In addition to complying with the Grant Agreement’s requirements regarding records and audits, Planting Justice shall do the following:

(a) Planting Justice shall make its books, employees, and property related to this agreement available to the City’s Accounting Manager (the “Accounting Manager”), the City Auditor, and any independent auditor at all reasonable times so that the Accounting Manager, City Auditor, or an independent auditor may determine whether Planting Justice has complied with this agreement or the Grant Agreement. If the City requests, Planting Justice shall obtain and provide to the City, at Planting Justice’s sole cost, an independent financial audit of Planting Justice’s use
of the Grant Funds. At project completion, Planting Justice shall provide to the City a copy of all records that support grant compliance and expenditures. These documents will become public records.

(b) Upon demand by the City, given in accordance with section 13, Planting Justice shall reimburse the City for all Grant Funds that the Accounting Manager, City Auditor, an independent auditor, or the State determines were not expended in accordance with this agreement or the Grant Agreement, with reimbursement to be by check payable to the City and delivered to the City at the address shown in section 13.

13. Notices. Any notice, request, report, or demand under this agreement must be in writing and will be considered properly given and effective only when mailed or delivered in the manner provided by this section 13 to the persons identified below or their successors. A mailed notice, application, request, report, or demand will be effective or will be considered to have been given on the third calendar day after it is deposited in the United States Mail (certified mail and return receipt requested), addressed as set forth below, with postage prepaid. A notice, application, request, report, or demand sent in any other manner will be effective or will be considered properly given when actually delivered. Any party may change its address for these purposes by giving written notice of the change to the other party in the manner provided in this section.

If to the City:

City of Sacramento
Office of the City Manager
915 I Street, 5th Floor
Sacramento, California 95814
Attention: Amanda Wallace, Development Project Manager

If to Planting Justice:

Planting Justice
319 105th Avenue
Oakland, CA 94603
Attn: Gavin Raders, Co-Director

14. Insurance. During the term of this agreement, Planting Justice shall maintain insurance coverage as provided in the Grant Agreement and as follows:

(a) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of Planting Justice, its contractors and subcontractors, products and completed operations of Planting Justice, its contractors and subcontractors, and premises owned, leased, or used by Planting Justice, its contractors and subcontractors, with limits of not less than one million dollars
($1,000,000) per occurrence. The policy must provide contractual liability and products and completed operations coverage for the term of the policy. The policy must not include an exclusion for sexual abuse, physical abuse, or molestation.

(b) Planting Justice or its contractor shall purchase and maintain Builder’s Risk Insurance until completion of the Tree Nursery Improvements, as evidenced by issuance of final building permit approval, with a company or companies lawfully authorized to do business in California. The Builder’s Risk Policy shall be written in the amount of $100,000.00. The City shall be a loss payee under the policy. Planting Justice or its contractor shall pay any deductible under the policy.

(c) Planting Justice shall purchase and maintain during the term of this agreement All Risk Property Insurance including coverage for special perils and flood for the improvements, fixtures, and equipment. All property insurance must be for replacement value and name the City as loss payee.

(d) The minimum limits of insurance required by section 14(a) may be satisfied by a combination of primary and umbrella or excess insurance coverage; provided that any umbrella or excess insurance must contain, or be endorsed to contain, a provision that it applies on a primary basis for the benefit of the City, and any insurance or self-insurance maintained by the City, its officials, employees, or volunteers is in excess of such umbrella or excess coverage and does not contribute with it.

(e) The City, its officials, employees, and volunteers must be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Planting Justice and its contractors; products and completed operations of Planting Justice and its contractors; and premises owned, leased, or used by Planting Justice and its contractors.

(f) The policies must contain, or be endorsed to contain, the following provisions:

(1) Planting Justice’s insurance coverage, including excess insurance, is primary insurance as respects the City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers is in excess of Planting Justice’s insurance and does not contribute with it.

(2) Any failure to comply with reporting provisions of the policies does not affect coverage provided to the City, its officials, employees, or volunteers.

(3) Coverage must state that Planting Justice’s insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

(g) Planting Justice shall provide the City with 30 days’ written notice of cancellation or material change in the policy language or terms.
(h) Insurance must be placed with insurers with a Bests’ rating of not less than A:\VI. Self-insured retentions, policy terms, or other variations that do not comply with the requirements of this section 14 must be declared to and approved by the City in writing prior to execution of this agreement.

(i) Planting Justice shall furnish the City with certificates evidencing the insurance required. The certificates must be forwarded to the City representative named in section 13. Copies of policies must be delivered to the City on demand. Certificates of insurance must be signed by an authorized representative of the insurance carrier.

(j) For all insurance policy renewals during the term of this agreement, Planting Justice shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento
 c/o EXGIS LLC
 P.O. Box 947
 Murrieta, CA 92564
 Insurance certificates also may be faxed to (888) 355-3599, or e-mailed to:
 certificates-sacramento@riskworks.com

(k) The City may withdraw its offer of contract or terminate this agreement if the certificates of insurance required have not been provided prior to execution of this agreement. The City may withhold payments to Planting Justice or terminate the agreement if the insurance is canceled or Planting Justice otherwise ceases to be insured as required by this section 14.

(l) Any available insurance proceeds in excess of the specified minimum limits and coverages must be made available to the City.

(m) Planting Justice’s liability to the City is not in any way limited to or affected by the amount of insurance coverage required or carried by Planting Justice in connection with this agreement.

15. Assignments. A party may not assign or otherwise transfer this agreement or any interest in it without the other party’s prior written consent, which the other party may withhold in its sole discretion. An assignment or other transfer made contrary to this section 15 is void.

16. Binding effect. This agreement binds and inures to the benefit of the parties’ successors and assigns.

17. Time of Essence. Time is of the essence in performing this agreement.

18. Severability. If a court with jurisdiction rules that any nonmaterial part of this agreement is invalid, unenforceable, or contrary to law or public policy, then the rest of this agreement remains valid and fully enforceable.
19. **Waiver.** A party’s failure to insist on strict performance of this agreement or to exercise any right or remedy upon breach of this agreement will not constitute a waiver of the performance, right, or remedy. A party’s waiver of another party’s breach of any provision in this agreement is not a continuing waiver or a waiver of any later breach of the same or any other provision. A waiver is binding only if set forth in a writing signed by the waiving party.

20. **Interpretation.** This agreement is to be interpreted and applied in accordance with California law, except that that the rule of interpretation in California Civil Code section 1654 will not apply. Exhibit A is part of this agreement.

21. **Attorneys’ fees.** The parties must bear their own costs and attorneys’ fees incurred in connection with this agreement.

22. **No Third-Party Beneficiaries.** This agreement is solely for the benefit of the City and Planting Justice. It is not intended to benefit any third parties.

23. **Tax Implications and Consequences.** The City makes no representations as to the tax consequences associated with the disbursement of Grant Funds related to this agreement, and any determination related to this issue is the sole responsibility of Planting Justice. Planting Justice acknowledges consulting with its own tax advisors or tax attorneys regarding this transaction or having had an opportunity to do so prior to signing this agreement. Planting Justice acknowledges the City cannot provide advice regarding the tax consequences or implications of the Grant Funds disbursed to Planting Justice under the terms of this agreement.

24. **Compliance with all Laws, Requirements, and Orders.** Planting Justice shall comply with all applicable laws, regulations, orders of public officials, and requirements in connection with this agreement, including all non-discrimination and equal opportunity laws to ensure that Planting Justice does not deny benefits or services or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity).

25. **Effective date.** This agreement is effective on the date both parties have signed it, as indicated by the dates in the signature blocks below.

26. **Counterparts.** The parties may sign this agreement in counterparts, each of which is considered an original, but all of which constitute the same agreement. Facsimiles, pdfs, and photocopies of signature pages of the agreement have the same binding effect as originals.

27. **Electronic signatures.** The parties agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement are the same as handwritten signatures for all purposes.

28. **Integration and modification.** This agreement sets forth the parties’ entire understanding regarding the matters set forth above and is intended to be their final, complete, and exclusive expression of
those matters. It supersedes all prior or contemporaneous agreements, representations, and negotiations—written, oral, express, or implied—and may be modified only by another written agreement signed by both parties.

CITY OF SACRAMENTO,  
\(\text{a Municipal Corporation}\)

By: ______________________
Michael Jasso, Assistant City Manager
Howard Chan, City Manager

Date: ______________________

ATTEST:

__________________________
Assistant City Clerk

APPROVED AS TO FORM:

__________________________
Senior Deputy City Attorney

PLANTING JUSTICE  
\(\text{a California Nonprofit Corporation}\)

By: ______________________
Gavin Raders, Co-Director

State I.D. No.: C3196931

Date: 07/21/2022
Exhibit A

Grant Agreement
STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT

GRANTEE NAME: City of Sacramento

PROJECT TITLE: Planting Justice at Sacramento City Tree Nursery

AUTHORITY: Budget Act of 2021 (Chapters 21, 69, and 240, Statutes of 2021)

PROGRAM: General Fund Specified Grant Projects

AGREEMENT NUMBER: GF2117-0

TERM OF LAND TENURE: 25 years from date of project completion as evidenced by Project Certification Form

PROJECT PERFORMANCE PERIOD IS: May 1, 2022 to March 1, 2025

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project scope set forth in Exhibit A and any subsequent amendments, and the State of California, acting through the Natural Resources Agency pursuant to Budget Act of 2021 (Chapters 21, 69, and 240, Statutes of 2021), agrees to fund the project up to the total grant amount indicated.

PROJECT DESCRIPTION: See project description on page 1 and Exhibit A of the Agreement

TOTAL STATE GRANT NOT TO EXCEED: $2,000,000.00 (or project costs, whichever is less)

The Special and General Provisions attached are made a part of and incorporated into the Agreement.

CITY OF SACRAMENTO
By Michael Jasso
Title Assistant City Manager
Date 7/8/2022

STATE OF CALIFORNIA
NATURAL RESOURCES AGENCY
By Bryan Cash
Title Assistant Secretary for Administration & Finance
Date 7/11/2022

CERTIFICATION OF FUNDING

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I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

SIGNATURE OF ACCOUNTING OFFICER       DATE
STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT

Grantee Name: City of Sacramento

Project Title: Planting Justice at Sacramento City Tree Nursery

Agreement Number: GF2117-0

Authority: Budget Act of 2021 (Chapters 21, 69, and 240, Statutes of 2021)

Program: General Fund Specified Grant Projects

PROJECT DESCRIPTION

Project will develop site as an organic fruit/vegetable nursery, an agriculture garden, and create a vocational training program and educational programming.

A detailed project scope and activities, project schedule and project budget are described and attached hereto as Exhibit A.

Grant Funds are to be used to support capital asset and program projects in accordance with the provisions contained in the Procedural Guide for General Fund Specified Grant Projects and this Agreement.

TERMS AND CONDITIONS OF GRANT

Special Provisions

1. Notwithstanding I.1. Grantee shall maintain, operate, and use the project in fulfillment of the purpose funded pursuant to this grant for a minimum of TEN (10) YEARS, consistent with the Land Tenure/Site Control requirements included in the Procedural Guide. After Ten (10) Years, the Grantee is no longer required to maintain, operate, and use the project in fulfillment of the purpose funded pursuant to this grant if the Grantee uses the former City tree nursery site for one or more purposes that benefit the public, as determined by the Grantee, until the twenty-fifth anniversary of project completion (as evidenced by Project Certification Form). Grantee, or Grantee’s successor in interest in the property, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the project improvements and render the project obsolete or impractical to rebuild.

General Provisions

A. Definitions


2. The term “Acquisition” means obtaining a fee interest or any other interest, including easements, leases, and development rights.

3. The term “Agreement” means this Grant Agreement.
4. The term “Application” means the Project Information Package and any applicable materials supplied by grantee to the State pursuant to the Application Guidelines.


6. The term “Development” means improvement, rehabilitation, restoration, enhancement, preservation, protection and interpretation or other similar activities.

7. The term “Fair Market Value” means the value placed upon the property as supported by an appraisal that has been reviewed and approved by the California Department of General Services (DGS).

8. The term “Grant” or “Grant Funds” means the money provided by the State to the Grantee in this Agreement.

9. The term “Grant Agreement” means a contractual arrangement between the State and Grantee specifying the payment of funds by the State for the performance of specific project objectives within a specific project performance period by the Grantee.

10. The term “Grantee” means an entity who has a signed agreement for grant funds.

11. The term “Interpretation” means visitor-serving amenities that communicate the significance and value of natural, historical, and cultural resources in a manner that increases the understanding and enjoyment of these resources, or other similar activities.

12. The term “Other Sources of Funds” means cash or in-kind contributions that are required or used to complete the project beyond the grant funds provided by this Agreement.

13. The term “Payment Request Form” means Fcmt RA212.

14. The term “Project” means the acquisition, development or program activity described in the Application as modified by Exhibit A to be accomplished with grant funds.

15. The term “Project Budget” means the State approved cost estimate included as Exhibit A to this Agreement.

16. The term “Project Scope” means the description or activity for work to be accomplished by the project.

17. The term “Public Agency” means any State of California department or agency, a county, city, public district, or public agency formed under California law.

18. The term “State” means the Secretary for California Natural Resources or his/her representatives, or other political subdivision of the State.

B. Project Execution

1. Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement.

2. Grantee shall furnish any and all additional funds that may be necessary to complete the project.
3. Grantee shall complete the project in accordance with the Project Performance Period set forth on the signature page unless an extension has been formally granted by the State and under the Terms and Conditions of this Agreement. Extensions may be requested in advance and will be considered by the State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond March 1, 2026.

4. Grantee shall at all times ensure that project complies with all environmental laws, including but not limited to obtaining all necessary permits.

Changes to the scope resulting from CEQA compliance are permitted provided the State determines that the project continues to meet all objectives of the General Fund Specified Grant Project and is consistent with the intent cited in the original Application.

5. Projects must comply with all applicable laws pertaining to prevailing wage and labor compliance.

6. Grantee certifies that the project does and will continue to comply with all current laws and regulations which apply to the project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee certifies that prior to commencement of construction all applicable permits and licenses (e.g., state contractor’s license) will have been obtained.

7. Grantee shall provide access by the State upon 24-hours’ notice to determine if project work is in accordance with the approved project scope, including a final inspection upon project completion.

8. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original project scope per Exhibit A and the Application. Changes in project scope must continue to meet the need cited in the original Application or they will not be approved. Any modification or alteration in the project as set forth in the Application on file with the State must be submitted to the State for approval. Any modification or alteration in the project must also comply with all current laws and regulations, including, but not limited to, CEQA.

9. Grantee shall provide for public access and/or educational features where feasible.

10. Grantee must have (1) fee title, (2) leasehold, or (3) other interest in project lands and demonstrate to the satisfaction of the State the proposed project will provide public benefits that are commensurate with the type and duration of the interest in land.

11. Grantee shall promptly provide photographs of the site during and after implementation of the project at the request of the State.

12. If a nonprofit organization, Grantee certifies the corporation is qualified under Section 501(c)(3) of the Internal Revenue Service Code, has an active status with the Secretary of State, and is current with the Attorney General’s Registry of Charitable Trusts. Failure by the Grantee to remain in compliance with these nonprofit requirements may be cause for suspension of all obligations of the State hereunder and termination of this Agreement.

C. Project Costs

1. Unless otherwise agreed upon, Grant Funds provided to Grantee under this Agreement will be disbursed for eligible costs, on a reimbursement basis, as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:

a. Grantee agrees to use any Grant Funds advanced by the State under the terms of this Agreement solely for the Project herein described.
b. Approved direct management, construction, development, and program costs. Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the project.

c. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, upon completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State.

d. Overhead costs are generally limited to a maximum of 15% of total direct costs.

2. Payment Documentation:

a. All payment requests must be submitted using a completed Payment Request Form. This form must be accompanied by an itemized list of all expenditures that clearly documents the check numbers, dates, recipients, line-item description as described in the project budget approved by the State and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made.

b. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate, or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.

3. Grant funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.

4. The State reserves the right to request reimbursement of any funds spent on the project, even funds deemed eligible costs, if the project is not completed in accordance with the Grant Agreement and the guidelines.

5. Except as otherwise provided herein, the Grantee shall expend grant funds in the manner described in the Exhibit A approved by the State. The total dollars of a category in the project budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by the State. However, the Grantee shall notify the State in writing when any such reallocation is made and shall identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved by the State. In any event, the total amount of the grant funds may not be increased, nor may any adjustments exceed the limits for management costs as described in the Application Guidelines.

D. Project Administration

1. Grantee shall promptly provide project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final project expenditures with the final payment request and required closing documents.

2. Grantee shall make property and facilities acquired or developed pursuant to this Agreement available for inspection upon request by the State.

3. If Grant Funds are advanced, the Grantee shall place these Funds in a separate interest-bearing account, setting up and identifying such account prior to the advance. Interest earned on Grant Funds shall be used on the Project, as approved by the State. Any overpayment of Grant Funds in excess of
final project costs shall be returned to the State within sixty (60) days of completion of the Project or the end of the Project performance period as shown on the signature page, whichever is earlier.

4. Grantee shall submit all documentation for project completion, including a notice of completion as applicable and final reimbursement within ninety (90) days of project completion, but in no event any later than March 1, 2026.

5. Final payment is contingent upon State verification that the Project is consistent with the Project scope as described in Exhibit A, together with any State-approved amendments.

6. This Agreement may be amended by mutual agreement in writing between the Grantee and the State. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.

E. Project Termination

1. The State reserves the right to terminate a Grant Agreement for any reason at any time. There are no vested rights or entitlements to funding that a Grantee can or should rely upon, and once a notice of termination is provided to the Grantee, only authorized and eligible work prior to that notification of termination will be paid by the State.

2. Prior to the completion of project construction, either party may terminate this Agreement by providing the other party with thirty (30) days’ written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by the Grantee which affects performance of this or any other grant agreement or contract entered into with the State.

3. If the State terminates without cause the Agreement prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.

4. If the Grantee fails to complete the project in accordance with this Agreement, or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the project. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State’s best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.

5. Failure by the Grantee to comply with the terms of this Agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.

6. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.

7. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is the for the purposes as stated in the Application for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of grant funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the grant funds disbursed under this Agreement by the State would be inadequate
compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

F. Hold Harmless

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of State, its officers, agents and employees.

2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the project, including development, construction, operation or maintenance of the property described in the project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

3. Grantee and State agree that in the event of judgment entered against the State and the Grantee because of the gross negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Insurance

1. Throughout the term of this Agreement, the Grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the Grantee or its agents, representatives, employees, volunteers, or contractors associated with the project undertaken pursuant to this Agreement. As an alternative, with the written approval of the State, the Grantee may satisfy the coverage required by this section in whole or in part through: a) its contractors’ procurement and maintenance of insurance for work under this agreement, if the coverage otherwise fully satisfies the requirements of this section; or (b) the grantee’s participation in a “risk management” plan, self-insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section. The Grantee shall maintain property insurance, if required below, throughout the term of this Agreement. Any required errors or omissions liability insurance shall be maintained from the effective date through two calendar years after the completion date. The Grantee shall maintain all other required insurance from the effective date through the completion date.

2. Minimum Scope of Insurance. Coverage shall be at least as broad as:

   a. Insurance Services Office (“ISO”) Commercial General Liability coverage occurrence basis (Form CG 00 01 or comparable).

   b. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (covering owned, hired and no-owned autos). If the project will utilize multiple-passenger commercial vehicles, such as bus or van (i.e. common carrier vehicle(s)): coverage consistent with California Public Utilities Commission General Orders 101E, 115F and 160A and minimum limits below.

   c. Workers Compensation and Employer’s Liability – Grantee shall maintain statutory worker’s compensation for all its employees who will be engaged in the performance of this grant and employer’s liability coverage with limits of $1,000,000. If applicable, Grantee shall provide a Maritime Coverage Endorsement as well as any other endorsements required by federal and
state law or regulations. By signing this Agreement, Grantee acknowledges compliance with these regulations.

d. Watercraft Liability: If the project will utilize any other watercraft, endorsement to Commercial General Liability policy or Protection and Indemnity Insurance. Such insurance shall cover liability arising out of the maintenance and use of any watercraft covering owned, hired and non-owned vessels.

e. Vessel Damage or Destruction Insurance. Grantee shall maintain insurance to cover damage or destruction of watercraft or vessel(s) acquired under this grant.

3. Minimum Limits of Insurance. The Grantee shall maintain coverage limits no less than:

a. General Liability (Including operations, products and completed operations, as applicable): $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this agreement or the general aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability: $1,000,000 per accident for bodily injury and property damage. If the project will utilize multiple-passenger commercial transportation vehicles, such as bus or van (i.e. common carrier vehicle(s)): $5,000,000 per vehicle or such lower limits as are allowed by the applicable CPUC General Order.

c. Worker's Compensation: As required by law with Employer's Liability of no less than $1,000,000.

d. Watercraft Liability (for private vessel) Coverage, if required in 2.d., above. In the following amounts:

   I. Vessels under 30 ft.: $1,000,000 combined single limit.

   II. Vessels over 30 ft. or vessel involved in research: $2,000,000 combined single limit.

4. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the State.

5. Required Provisions Concerning the State.

a. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by first class mail has been given to the State; or in the event of cancellation of coverage due to nonpayment, after ten days prior written notice to the State. The Grantee shall notify the State within two days of receipt of notice that any required insurance policy will lapse or be cancelled. At least ten days before an insurance policy held by the Grantee lapses or is cancelled, the Grantee shall provide the State with evidence of renewal or replacement of the policy.

b. The Grantee hereby grants to the State, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the Grantee may acquire against the State, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Grantee has received a waiver of subrogation endorsement from the insurer.

c. The general liability and automobile liability policies are to contain, or to be endorsed to contain, the following provisions:
I. The State, its officers, agents and employees are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Grantee; and with respect to liability arising out of work or operations, including completed operations, performed by or on behalf of the Grantee including materials, parts or equipment furnished in connection with such work or operations.

II. For any claims related to this Agreement, the Grantee’s insurance coverage shall be primary insurance with respect to the State, its officers, agents and employees, and not excess to any insurance or self-insurance of the State.

III. The limits of the additional insured coverage shall equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this Agreement.

d. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

6. Acceptability of Insurers. Insurance shall be placed with insurers approved to transact business in the State of California and having a current Best’s rating of “B+VII” or better or, in the alternative, acceptable to the State.

7. Verification of Coverage. Upon request, Grantee shall furnish the State with original certificates and amending endorsements, including the required loss payee and additional insured endorsements, effecting coverage required for adding the State as additional insureds. If common carrier vehicle or commercial or private vessel insurance is required, then in addition, the Grantee shall provide proof of compliance with the common carrier vehicle and/or vessel insurance requirements of this section and the applicable California Public Utilities Commission General Order. All certificates and endorsements are to be received and approved by the State before work commences. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage, at any time.

8. Contractors. The Grantee shall include all contractors as insured under its policies or shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, Grantee shall also require each professional contractor to provide and maintain errors and omissions liability insurance appropriate to the contractor’s profession and in an amount no less than $1,000,000 is required in light of the nature of the project.

9. Premiums and Assessments. The State is not responsible for premiums and assessments on any insurance policy.

H. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents, and records for three (3) years after final payment and one (1) year following an audit.

2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements, and receipts with respect to its activities under this Agreement.
3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

I. Use of Facilities

1. Grantee shall maintain, operate, and use the project in fulfillment of the purpose funded pursuant to this grant for a minimum of TWENTY-FIVE (25) YEARS, consistent with the Land Tenure/Site Control requirements included in the Application Guidelines. The Grantee, or the Grantee’s successor in interest in the property, may assign without rovation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the project site only upon the written approval of the State for good cause. “Good cause” includes, but is not limited to, natural disasters that destroy the project improvements and render the project obsolete or impracticable to rebuild.

2. Grantee shall use the property for the purposes for which the grant was made and shall make no other use or sale or other disposition of the property. This Agreement shall not prevent the transfer of the property from the Grantee to a Public Agency, if the successor public agency assumes the obligations imposed by this Agreement.

3. If the use of the property is changed to a use that is not permitted by the Agreement, or if the property is sold or otherwise disposed of, at the State’s sole discretion, the Grantee shall reimburse the State the amount of the Grant.

J. Nondiscrimination

1. During the performance of this grant, grantee and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any person because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Grantee and subcontractors shall ensure that the evaluation and treatment of all persons, and particularly their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12990 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)-(f), are incorporated into this grant by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Grantee shall include this non discrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.

2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. The completed project and all related facilities shall be open to members of the public generally, except as noted under the special provisions of this Agreement or under provisions of the Act.

K. Drug-Free Workplace

The Grantee’s signature on this Agreement constitutes the certification required by Government Code Section 8355 (Drug-Free Workplace Act of 1990), which requires that all state grantees provide a drug-free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s or
organization’s workplace and specifying actions that will be taken against employees for violations of the prohibition.

2. Establishing a drug-free awareness program to inform employees about all of the following
   a. The dangers of drug abuse in the workplace.
   b. The person’s or organization’s policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance programs.
   d. The penalties that may be imposed upon employees for drug abuse violations.

3. Requiring that each employee engaged in the performance of the grant be given a copy of the drug-free workplace statement and that, as a condition of employment on the grant, the employee agrees to abide by the terms of the statement.

L. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

M. Severability

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

N. Waiver

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

O. Assignment

Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

P. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Agency Grants Administrator. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Assistant Secretary for Bonds and Grants for the California Natural Resources Agency. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee’s position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Assistant Secretary shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefor. Should the Grantee disagree with the Deputy Assistant Secretary’s decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.
2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary’s decision is unacceptable. The letter must include, as an attachment, copies of the Grantee’s original grievance report, evidence originally submitted, and response from the Deputy Assistant Secretary. The Grantee’s letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Assistant Secretary’s written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee’s letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.

Q. Audit Requirements

Grant projects are subject to audit by the State annually and for three (3) years following the final payment of grant funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the project for which the grant funds were granted.
STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT

General Fund Specified Grant FY 2021-2022

Grantee Name: City of Sacramento

Project Title: Planting Justice at Sacramento City Tree Nursery

Agreement Number: GF2117-0

Project Location: 1920 34th Avenue, Sacramento, CA 95822

Project Scope:

Project will develop the site as an organic fruit/vegetable nursery and community supported agricultural farm. Activities include site preparation, utility upgrades, and installation of greenhouses, shade structures, propagation structures, and raised planter beds. Project includes purchase of plants, propagation materials, and other farming supplies. Project will support operational expenses including salaries for farm managers, technicians, and stipends for youth interns. Project will create a vocational training program; develop educational programming; and create and operate a production and retail nursery to serve local communities.

Project elements funded by General Fund grant include:
- Planting Justice staff time
- Three Sisters staff time
- Youth stipends
- Site preparation
- Nursery structures
- Nursery materials
- Production farm materials
- Site utility costs (electrical and plumbing)
- Irrigation costs

Project site is publicly accessible from 34th Avenue in Sacramento, CA.

Project Schedule:

<table>
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<tr>
<th>Activity Description</th>
<th>Timeline</th>
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<tr>
<td>Environmental compliance and permitting</td>
<td>May 2022 – June 2022</td>
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<tr>
<td>Site prep and construction</td>
<td>May 2022 – June 2022</td>
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<tr>
<td>Planting Justice lease with City of Sacramento renewed and revised</td>
<td>May 2022 – June 2022</td>
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<td>Hire staff and youth interns</td>
<td>May 2022 – Dec 2023</td>
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<td>Production farm construction and planting</td>
<td>June 2022 – March 2023</td>
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<td>Propagation nursery construction and planting</td>
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<td>Outreach and promotion for Agriculture Training Programs</td>
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<td>Develop Curriculum for Youth and Adult Agriculture Training</td>
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<tr>
<td>Run vocational training and youth education programs</td>
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<td>Production farm fully operational</td>
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<td>CSA/food distribution program</td>
<td>April 2023 – December 2024</td>
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<tr>
<td>Nursery and nursery retail fully operational</td>
<td>January 2024 – December 2024</td>
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<tr>
<td>Submit Project Closeout package with final Payment Request to State</td>
<td>January 2025</td>
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Cost Estimate: See Exhibit A-1
# EXHIBIT A-1
STATE OF CALIFORNIA NATURAL RESOURCES AGENCY

Grantee: City of Sacramento  
Project: Planting Justice at Sacramento City Tree Nursery  
Agreement No: GF2117-0

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<td>Planting Justice Co-Director</td>
<td>$12,075.00</td>
<td>$12,075.00</td>
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<tr>
<td>1.3</td>
<td>Three Sisters Gardens Executive Director</td>
<td>$74,750.00</td>
<td>$74,750.00</td>
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<td>-</td>
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<tr>
<td>1.4</td>
<td>Planting Justice Project Manager</td>
<td>$57,500.00</td>
<td>$57,500.00</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>1.5</td>
<td>Architect Consultant</td>
<td>$10,000.00</td>
<td>-</td>
<td>$10,000.00</td>
<td>-</td>
</tr>
</tbody>
</table>

Non-Construction Subtotal $170,425.00 $160,425.00 $10,000.00 -

| 2.0  | Construction Costs                                   |       |                    |                       |               |
| 2.1  | Planting Justice structures (green house, hoop houses, shade structures, portable trailer, etc.) | $352,240.75 | $352,240.75 | - | - |
| 2.2  | Planting Justice nursery materials (raised garden beds, nursery benches, etc.) | $345,000.00 | $345,000.00 | - | - |
| 2.3  | Planting Justice utilities (electrical, irrigation, etc.) | $110,000.00 | $110,000.00 | - | - |
| 2.4  | Site preparation (parking lot)                       | $147,976.00 | $147,976.00 | - | - |
| 2.5  | Three Sisters production farm materials (shipping containers, coolers, wash stations, etc.) | $157,801.00 | $157,801.00 | - | - |
| 2.6  | Grading & paving                                     | $20,000.00 | - | - | $20,000.00 |
| 2.7  | Three Sisters utilities (electrical, plumbing, irrigation, etc.) | $163,557.25 | $163,557.25 | - | - |

Construction Subtotal $1,296,635.00 $1,276,575.00 - $20,060.00

| 3.0  | Program Implementation Costs                         |       |                    |                       |               |
| 3.1  | Three Sisters Farm Manager                           | $57,500.00 | $57,500.00 | - | - |
| 3.2  | Three Sisters Assistant Farm Manager                 | $51,750.00 | $51,750.00 | - | - |
| 3.3  | Youth Crew Lead                                      | $23,000.00 | $23,000.00 | - | - |
| 3.4  | Three Sisters Youth Stipends                         | $51,750.00 | $51,750.00 | - | - |
| 3.5  | Planting Justice Propagation Manager                 | $57,500.00 | $57,500.00 | - | - |
| 3.6  | Planting Justice Nursery Lead Technician            | $51,750.00 | $51,750.00 | - | - |
| 3.7  | Planting Justice Technicians                         | $218,000.00 | $218,000.00 | - | - |
| 3.8  | Planting Justice Lead Educator                       | $51,750.00 | $51,750.00 | - | - |
| 3.9  | Insurance and capacity building                      | $13,940.00 | - | - | $13,940.00 |

Program Implementation Subtotal $582,940.00 $663,000.00 - $19,940.00

<table>
<thead>
<tr>
<th></th>
<th>Project Grand Total</th>
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</table>

- All invoices & receipts for project expenditures from all funding sources will be retained and made available in the event of any future State audit.

- Overhead costs are allowable and generally limited to 15% of total direct costs of the grant. In-service payroll may not include a "billable rate" or administrative cost allocation.