

**SAMPLE PLANNING GRANT AGREEMENT
FOR ILLUSTRATIVE PURPOSES ONLY
ROUND 1 FY 2021-2022 APGP Guidelines Attachment M**

The Governor's Office of Planning and Research – Adaptation Planning Grant Program – Round 1
Grant Number: OPRXXXXX, [GRANTEE]

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Adaptation Planning Grant Program (APG) - Round 1 Grant Agreement

Exhibit A, Scope of Work

1. The Purpose of this Agreement

The purpose of this exhibit and all following exhibits and attachments (hereafter collectively referred to as “Grant Agreement”) is to memorialize the terms and conditions related to the Office of Planning and Research’s (“OPR”) award of grant funds to [GRANTEE NAME], (“the Grantee”).

The grant funds were appropriated by the State’s 2021-2022 Budget [Senate Bill (SB) 170 (Skinner, 2021)] to fund the Adaptation Planning Grant Program (“APGP”). The APGP provides funding in the form of planning grants, (hereafter referred to as “Planning Grants”) to help fill planning needs, provides communities the resources to identify climate resilience priorities, and supports the development of climate resilient projects across the state. Planning Grants are intended to prepare communities for future funding opportunities in programs that align with the APGP’s objectives.

The APGP is administered by the OPR. The Grant Agreement will be executed between the Grantee and the OPR. OPR will grant to Grantee, a sum not to exceed [INSERT AMOUNT] Dollars and [INSERT AMOUNT] Cents [\$ INSERT AMOUNT], upon and subject to the terms of this Grant Agreement and consistent with the terms of the APGP Guidelines

OPR and Grantee are collectively referred to as “Parties.” “Co-applicants” identified in the APGP application are referred to as “Partners,” but are not parties to this Grant Agreement.

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

The OPR released the final APGP Guidelines for this Grant Agreement on January 6, 2023 (hereafter referred to as “the Grant Guidelines” or “the Guidelines”). In accordance with the Guidelines, Grantee applied and on [INSERT DATE] the OPR awarded a grant to fund the project described in the application, subject to any conditions contained within the Award Letter ([Exhibit E](#)). This will be referred to as the “Project” throughout this Grant Agreement.

The term of this Grant Agreement will commence on the date that all parties have signed the Grant Agreement and will conclude [INSERT] (hereafter referred to as “Grant Term”). All work outlined in the Project must be completed within thirty months of executing the Grant Agreement.

3. Grant Term

The grant term will commence on the date that all Parties have signed the Grant Agreement. OPR will notify Grantee when work may begin. The Project Completion Period ends thirty months after execution of the grant agreement. The Performance Period starts immediately after to allow the Grantee to collect and report data on projects that are completed toward the end of the Project Completion Period and to develop the final report. The entire grant term, including the Project Completion Period and Performance Period, ends March 31st, 2026, unless otherwise terminated or

amended. Grantee will be subject to the Project Completion and Project Performance Period requirements as defined under this Grant Agreement. Grantee's obligations under this Grant Agreement will only be discharged once all terms of this Grant Agreement are fulfilled.

4. Authorized Signatories

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

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

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

5. Project Representatives

The project representatives are the primary contacts for the OPR and Grantee. The project representatives during the Grant Term (hereafter referred to as "Project Representatives") are set forth below:

OPR

Name	Title	Phone Number	Email

Grantee

Name	Title	Phone Number	Email

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

6. Grantee Responsibilities

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

- A. Using the grant funds only as set forth in this agreement and Grant Application.

- B. Completing work on time and within budget. This includes meeting all milestones and deliverables, as described in the Work Plan ([Attachment 2](#)) and in accordance with Work Plan ([Attachment 2](#)), unless otherwise agreed to by all parties through the amendment process described in [Exhibit B, Section 8](#).
- C. Submitting invoices for reimbursement using the Invoice ([Attachment 5](#)) template, including any supporting documents.
- D. Submitting a final report with the last invoice, using the Final Report template ([Attachment 3](#)).
- E. Complying with all terms and conditions of this Grant Agreement, including all incorporated documents.
- F. Complying with all applicable statutes, rules, and regulations.
- G. Maintaining an accounting system that accurately reflects all fiscal transactions and provides accounting information, retaining all records and required documents as specified in [Exhibit C, Section 4](#), and providing all required documents during an audit, as specified in [Exhibit C, Section 5](#).

7. Grant Agreement Number

- A. The grant number for this agreement is [INSERT].

8. Document Submission

- A. Electronic Mail

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

All emails must contain the [Insert Grant Agreement Number] and Grantee's name in the subject line.

9. Reporting Requirements

- A. Grantee will submit progress reports to accompany invoices.
- B. At designated points throughout the fiscal year, the APGP staff will evaluate progress against goals and objectives, discuss new strategies to improve program outcomes, and align available funding to maximize results for the state.
- C. When the Project is completed, Grantee must submit a Final Report with the last invoice. To complete and submit the Final Report the Grantee must:
 - i. Submit the Final Report with the last invoice. If Grantee does not submit the Final Report with the last invoice, then the last invoice will be considered incomplete and returned following process specified in [Exhibit D, Section 5](#).
 - ii. Use the Final Report Template, which is attached as [Attachment 3](#).
 - iii. Make sure the Final Report is signed by the person authorized to sign on the most current Authorized Signatory Form ([Attachment 1](#)).
 - iv. Put enough detail in the Final Report to show that Grantee fulfilled the terms of the Grant Agreement and that both the last invoice and the five percent (5%) retention should be paid for completing the Project.

Attachment 1: Authorized Signatory Form

[Insert Authorize Signatory Form here.]

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Attachment 2: APGP Action Plan

- To orient the efforts of grantees, grantees and their partners should use the beginning of the Grant Term to develop an action plan that specifies key activities, identifies roles and responsibilities, and establishes timelines. Action plans should be informed by an analysis of intended outcomes, capacity-building needs, and ways to maximize the impact of activities conducted through the grant. Phase 1 of the [California Climate Adaptation Planning Guide](#) is a critical resource for developing action plans and is full of helpful budgeting tips, identifying roles, preliminary research considerations, and more.
- Action plans should include, at a minimum:
 - Roles and responsibilities for different members of the community partnership in achieving elements of the overall work plan.
 - Additional detail on activities conducted as part of the Grant Term.
 - Analysis that identifies the necessary additional inputs, such as data or other resources, to successfully implement and maximize the impact of activities conducted as part of the grant. This may include:
 - An analysis used to identify the strengths, barriers, assets, relationships, and resources available to the community partnership to accomplish the Project work plan.
 - A review and/or analysis of existing plans, community engagement, and needs assessments to help focus areas for additional engagement.
 - An assessment of local policies to identify opportunities to facilitate implementation of community priorities.
- Grantees should develop action plans in partnership with community organizations and use decision-making processes established in the governance structure detailed in the community partnership agreement. The APGP action plan should build on the activities and roles submitted as part of the work plan and community partnership components of the APGP application. The action plan will serve as a tool to guide Project implementation and to hold partners accountable to one another and the community around activities and outcomes.

[Insert Work Plan Template]

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Attachment 3: Reporting

1. Reoccurring touchpoints

In addition to providing formal progress reports, all grantees can expect to participate in regular touchpoint meetings with APGP staff. The lead applicant, as the liaison between OPR and the community partnership, will participate in more frequent check-in meetings with OPR. The grantee check-in meeting schedule will align with the invoicing frequency. Partners can expect to participate in two full, collaborative check-ins each grant year. These touchpoints are to provide a more expansive opportunity for grantees to describe their work and receive iterative feedback and guidance on draft deliverables. During each check-in meeting, APGP staff will take notes on accomplishments, challenges, and learnings to help capture emerging trends, best practices, opportunities for greater support, and success stories.

2. Progress Reports

Grantees are responsible for two categories of formal progress reports over the length of the Grant Term –a mid-term progress report and a final progress report.

- The mid-term progress report will track the work completed during the first half of the Grant Term. They will include high-level questions not captured during APGP workshops, webinars, and informal meetings.
- The final progress report will report on the overall status of the grant and track the work completed during the entire Grant Term.

Furthermore, both categories of progress reports should be submitted to OPR and include the following:

- The members of the community partnership, including any new members.
- Populations served
- An outline of all the activities and the outcome of each activity conducted as part of the project work plan
- Project and grant development, application, and completion
- Meetings and actions were taken by the grantee(s)
- An accounting of the administration of and expenditures made by the grantee(s).
- The efficacy of climate adaptation planning is based on indicators included within the proposed evaluation plan.
- Feedback for program staff including current barriers, challenges, and opportunities.

OPR anticipates capturing this information in the tracking of indicators and metrics as a part of the Project evaluation and will work with grantees to align interim evaluation findings with the progress reports. (See the '[Evaluation](#)' section below for more detail on data collection and tracking).

In addition to providing formal progress reports, all grantees can expect to participate in regular touchpoint meetings with APGP staff. The lead applicant, as the liaison between

OPR and the community partnership, will participate in more frequent check-in meetings with OPR. The grantee check-in meeting schedule will align with the invoicing frequency. Partners can expect to participate in two full, collaborative check-ins each grant year.

These touchpoints are to provide a more expansive opportunity for grantees to describe their work and receive iterative feedback and guidance on draft deliverables. During each check-in meeting, APGP staff will take notes on accomplishments, challenges, and learnings to help capture emerging trends, best practices, opportunities for greater support, and success stories.

Fina Progress

Adaptation Planning Grant Program Final Report: FY 22-23
Grantee:
Grant Number:
Project Name:

Project Summary

1. Provide a brief summary of the challenges facing the Planning Area and the work completed under this grant.

Barriers and Accomplishments

2. Describe and explain any differences between the planned results, as listed in the Work Plan, and the actual results. Describe any barriers that impeded the progress of the grant, any corrective actions taken, and the outcomes. Discuss how these lessons learned can be useful for other communities.
3. Describe any notable outcomes, findings, or conclusions. Report on successful strategies used to achieve results and how these lessons learned can be useful to other communities.
4. Include a list of other sources of funding that were secured, directly or indirectly, through this Project.

Future Implementation

5. Describe how plans or processes developed under this grant will be implemented over the next three to five years. Explain:
 - a. How they will further your organization's sustainability goals and strategies.
 - b. How they will advance the State's planning priorities and APGP objectives.
 - c. How the work completed under this grant will assist in applying for future funding that aligns with the APGP's objectives.

Feedback

6. Based on your experiences with this grant program, please provide feedback about how the OPR can improve future grant programs.

Attachments

7. Attach any relevant documents to this report, including final deliverables. If the documents cannot be sent electronically, notify the Grant Manager.

Case Study

8. Grantee(s) will produce a project case study documenting key project information, data, lessons learned, and effective practices gathered through this project. To facilitate knowledge exchange and advance community planning and capacity, at the end of the Grant Term applicants are responsible for submitting a narrative case study to OPR to reflect on and share project outcomes and lessons learned, how the project responds to climate change impacts, and any resources that helped along the way. Case studies will be reviewed and curated for possible inclusion in the [Adaptation Clearinghouse](#) to help support a community of practice across the state. (See [Appendix E: Work Plan](#) for more information). Grantees will receive technical assistance for support in developing case studies. (See [Program Technical Assistance](#) for more info)

Instructions:

- a. Write the case study in a **narrative form** using the below section headers, format and font for organization.
- b. The case study should be between 800-1000 words in **total** length.
- c. Provide responses for each header section – please don't combine or modify these. However, don't feel obliged to provide answers to all sub-bullets under each section header - only provide information for those that apply.
- d. Provide 1-3 graphics (photos, tables and charts, figures, etc. are welcome). Provide links as needed. Send these as separate jpg or png image files (high resolution preferred).
- e. To see examples of published Case Studies, visit:
<https://resilientca.org/case-studies/>.

Template

[Insert Case Study Template here.]

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Exhibit B, Budget Detail and Payment Provisions

1. Payment

- A. To receive payments of grant funds, Grantee must submit an invoice. Advance payments are not permitted under this Grant Agreement.
- B. Upon receipt and approval of an itemized invoice and required supporting documentation, the OPR agrees to reimburse Grantee for actual costs incurred for work performed, in accordance with the rates specified in the Budget Detail Worksheet ([Attachment 4](#)). Work performed must be described in the progress reports, or Performance Measures (deliverables, metrics, milestones) in accordance with the Work Plan ([Attachment 2](#)).
- C. The OPR will withhold five percent (5%) of each invoice, to be paid once all terms of the Grant Agreement have been satisfied.
- D. Payment shall be made within forty-five (45) days upon receipt and approval of an invoice. Failure to comply with requirements may result in non-payment or delayed payment.
- E. For cost principles, see [Exhibit B, Section 5](#).

2. How to Submit Invoices

- A. Grantee must submit the invoices to the online submission platform. Following submission, Grantee must email the Invoice (PDF) to AccountsPayable@OPR.CA.GOV and copy the Grant Manager identified by OPR on the email as well. Include the and Grantee's name in the subject line.
- B. Grantee shall submit invoices quarterly, in arrears, to the Grant Manager. A request for payment shall consist of:
 - i. The Invoice ([Attachment 5](#)) on official letterhead and signed by the Authorized Signatory, or authorized designee on file with the OPR ([Exhibit A, Section 3](#)), certifying the expenditures are for actual expenses for the tasks performed under this Grant Agreement.
 - ii. Each cost category and task must correspond to a cost category and task identified in the Budget Detail Worksheet ([Attachment 4](#)).
 - iii. Supporting documentation for reimbursement of funds. Records documenting time spent performing the work shall identify the individual, the date on which the work was performed, the specific grant-related activities or objectives to which the individual's time was devoted, the hourly rate, and the amount of time spent.
- C. Supporting documentation (e.g., timesheets, activity logs, cancelled checks) for matching funds does not need to be submitted to the OPR but should be retained by Grantee in the event of an audit ([Exhibit C, Section 5](#)).
- D. At any time, the OPR may request hard copies of invoices, reports, supporting documentation, and evidence of progress.

3. Invoice Dispute

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

4. Budget Contingency Clause

- A. If the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this

Grant Agreement shall have no further force nor effect. In this event, the OPR shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement, and Grantee shall not be obligated to perform any provisions of this Grant Agreement.

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the OPR shall have the option to either cancel this Grant Agreement with no liability occurring to the OPR or offer an amendment to reflect the reduced amount.

5. Cost Principles

- A. All costs to be reimbursed must be consistent with the Guidelines.
- B. All costs to be reimbursed must be reasonable.
- C. The OPR will reimburse Grantee only for actual expenses incurred during the tGrant Term, as specified in the Budget Detail Worksheet ([Attachment 4](#)).

6. Travel Reimbursement

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

- A. The OPR will only reimburse for actual expenditures incurred for in-state travel with the exception of “incidentals” as specified in the Guidelines.
- B. Grantee shall maintain, and submit upon request, detailed travel records and supporting documents (e.g., travel request and approval forms, expense claims, invoices, receipts for lodging and transportation) showing the date and purpose of the grant-related travel, destination, and, in the case of travel by automobile, the number of miles driven.
- C. Grantee shall ensure travel costs are included in the Budget Detail Worksheet ([Attachment 4](#)) and are tied to tasks and deliverables in the Work Plan ([Attachment 2](#)).
- D. Grantee and any person traveling pursuant to this Grant Agreement shall indemnify and hold harmless the OPR and State of California for any liabilities resulting from such travel.

7. Work Plan and Budget Modifications

- A. Grantee must keep the Work Plan ([Attachment 2](#)) and Budget Detail Worksheet ([Attachment 4](#)) up to date.
- B. Changes of up to twenty percent (20%) between tasks in the budget shall be made by providing a written request to the OPR before submission of the affected invoice and shall be effective upon written approval from the Grant Manager.
- C. Changes to deliverable due dates and minor changes to subtask descriptions shall be made by providing a written request to the OPR before submission of the affected invoice and shall be effective upon written approval from the Grant Manager.
- D. Material changes to the Work and Budget shall follow the amendment process, specified in [Exhibit B Section 8](#), including:
 - i. Changes of more than twenty percent (20%) between tasks in the budget

- ii. Elimination or alteration of tasks or deliverables
- iii. Change in Partners, see [Exhibit A, Section 1](#)

8. Amendments

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

Attachment 4, Budget Detail Worksheet

Project Name:

High Level Activities	Budget Total
TASK 1:	
TASK 2:	
TASK 3:	
TASK 4:	
The Parties may make minor changes to the timeline and deliverables due without the requirement of an amendment. See Exhibit B, Sections 7 and 8 .	

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Attachment 5, Invoice

[Insert Invoice Template here.]

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Attachment 6, Invoice Dispute Notification

[Insert Invoice Dispute Notification here.]

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Exhibit C, General Terms and Conditions

1. Approval

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

2. Amendment

No change to this Grant Agreement shall be valid unless made in accordance with [Exhibit B, Section 7 or the amendments process outlined in Exhibit B, Section 8](#). No oral understanding or change not incorporated in this Grant Agreement is binding on any of the Parties.

3. Assignment

This Grant Agreement is not assignable by Grantee, either in whole or in part, without the consent of the OPR in the form of an amendment pursuant to the process set forth in Exhibit B, Section 8.

4. Records Retention

- A. Grantee shall establish an official file containing adequate documentation of all actions taken with respect to the Project, including copies of the Grant Agreement, changes, amendments, letters, email correspondence, financial records, and required reports for a minimum of four (4) years following the final payment of funds or until completion of any action and resolution of all issues which may arise as a result of an audit, whichever is later.
- B. Grantee shall adequately protect all records, physical and electronic, from loss, damage, or destruction during the four (4) year retention period.

5. Audit

- A. The Project is subject to audit by the State of California during the Grant Term and for up to four (4) years following the termination of the Grant Agreement. Grantee agrees that the OPR, Department of Finance, Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. The audit may consist of examining and auditing pertinent books, documents, papers, and records including financial transactions and supporting documents, general accounting systems, internal controls, management practices, policies, and procedures pertaining to the performance of this Grant Agreement.
- B. At any time, the OPR, Department of Finance, Bureau of State Audits, or their designated representative may request to review Grantee's records to ensure proper grant management. Grantee shall be given advance notice when the Project is selected for an audit or review by the OPR, Department of Finance, Bureau of State Audits, or their designated representative. Grantee agrees to allow the auditor(s) access to such records during normal business hours, excluding State of California holidays, and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the OPR to audit records and interview staff in any partnership agreement and subcontract related to performance of this Grant Agreement in accordance with Government Code section 8546.7. Grantee shall comply with the

above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code section 10115.10.

- C. Partners and subcontractors employed by the Grantee and paid with moneys under the terms of this Grant Agreement shall be responsible for maintaining accounting records as specified above.

6. Indemnification

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

7. Disputes

Grantee shall continue with the responsibilities under this Grant Agreement during the resolution of any disputes as set forth in the Dispute Resolution process at Exhibit D, Section 5, unless directed to do otherwise in a Stop Work order as discussed in Exhibit D, Section 9.

8. Independent Grantee

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

9. Non-Discrimination Clause

During the performance of this Grant Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, color, ancestry, national origin, religion, creed, age (over 40), mental disability, physical disability, sex, gender (including pregnancy, childbirth, breastfeeding, or related medical conditions), sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, and military and veteran status. Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Grant Agreement.

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

10. Timeliness

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

11. Governing Law

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

12. Unenforceable Provision

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

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Exhibit D, Special Terms and Conditions

1. Compliance with Laws and Regulations

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

2. Subcontractors

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

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

3. No Third-Party Beneficiaries

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

4. Project Monitoring and Oversight

Project monitoring and oversight is essential to ensure the Project stays within scope and is completed on schedule and within budget in accordance with this Grant Agreement.

5. Dispute Resolution

A. Invoice Disputes

- i. In the event of an invoice dispute, the Grant Manager will notify Grantee by phone and follow up in writing using the Invoice Dispute Notification Template ([Attachment 6](#)) within ten (10) working days of receipt of the disputed invoice.

- ii. During the dispute, both parties shall deal in good faith to resolve the dispute. Grantee shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement.
- iii. If Grantee contests the decision made by the Grant Manager, Grantee shall submit a written “Notice of Dispute” on official letterhead, according to Subsection C below.

B. General Disputes

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

C. Contesting a Dispute Decision

- i. If Grantee contests a decision made by the Grant Manager, Grantee may submit a written “Notice of Dispute” on official letterhead. The “Notice of Dispute” shall include:
 - The Grant Agreement number
 - A complete description of the basis for the dispute
 - Legal authority or pertinent facts, supporting arguments and documentation
 - Action requested for resolution

The “Notice of Dispute” shall be sent to the following address, with copies sent via email to the OPR contacts in Exhibit A, Section 4:

Governors Office of Planning and Research
APGP
Attn: AGRP Manager
1400 Tenth Street
Sacramento, CA 95814

- ii. Within 30 days after receipt of the “Notice of Dispute,” the OPR AGRP Manager shall review the dispute and submit a written decision to Grantee, which shall include:
 - The decision made
 - An explanation for the decision
 - Termination

D. Completion of Project. This Grant Agreement shall terminate upon completion of the project and payment of the last invoice.

- E. Early Termination. Either Party may terminate this Grant Agreement upon thirty (30) days advance written notice by certified mail to the other Party. The notice shall specify the reason for early termination and may permit Grantee or OPR to rectify any deficiency(ies) prior to the early termination date.

6. Waiver of Rights

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

7. Insurance Requirements

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

- G. Grantee must notify OPR if any Partners or subcontractors are not in compliance with the insurance requirements above. If any Partners or subcontractors are out of compliance, OPR reserves the right to issue a Stop Work Order, until resolved, as described below.

8. Stop Work

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

9. Publicity

Grantee agrees that it will acknowledge OPR and ICARP in all publications, websites, signage, event environmental graphics and other media-related and public-outreach materials related to the APGP grant. OPR staff will provide OPR logo files and guidance on their usage directly to Grantee. Grantee agrees to adhere to the APGP Communications Kit provided by OPR (Exhibit F). If Grantee is planning an event or announcement, needs sample materials, or needs assistance or advice, please contact your APGP Grant Manager.

- A. Long-Form Materials: Long-form written materials, such as reports, must include the following standard language about OPR, APGP, and ICARP:

As communities in California experience more frequent, prolonged, and severe impacts from climate change, communities and governments at all scales are developing strategies and implementing actions to build a climate- resilient future. However, many jurisdictions, especially under-resourced communities in California, lack the capacity, tools, guidance, and resources to effectively prepare for climate impacts.

The APGP addresses this capacity gap by providing funding to help fill planning needs, providing communities with the resources to identify climate resilience priorities, and supporting the development of climate resilience projects across the state. The APGP enables communities to climate risk and adaptation considerations into planning activities and prepare for climate readiness and resilience in the long term.

- *The APGP is an initiative of the Integrated Climate Adaptation and Resiliency Program (ICARP) housed within the Governor's Office of Planning and Research. ICARP advances statewide climate adaptation and resilience by coordinating investments, partnerships and climate science to ensure people, natural systems, and the built environment are protected, prepared, and thrive in the face of climate change.*
- *Through direct and equity-focused investments and resources, ICARP helps build climate adapted and equitable communities in California, with a focus on solutions that both address the impacts of climate change and reduce greenhouse gas emissions. ICARP works to advance these priorities across all levels of government*

by developing actionable science and research; providing guidance, tools, and technical assistance; and administering climate resilience-focused grant programs.

Learn more: <https://opr.ca.gov/climate/icarp/>

- B. Press Releases, Flyers, and Visual Materials: Any informational materials that do not qualify as long-form, but that include at least a paragraph of text, such as press releases, media advisories, short case studies, flyers, etc., should include either of the following messages:

Long version:

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

Short version:

"[Project Name] is supported by the Adaptation Planning Grant Program implemented by the Governor's Office of Planning and Research."

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

- C. Media Inquiries: Grantee must provide to OPR the name, phone number, and email address of Grantee's point of contact for all press inquiries and communications needs related to the Project. Grantees must also distribute a press release after grant decisions are presented during ICARP Technical Advisory Council (TAC) Meetings, and may be requested to present before the TAC and release communications materials for other major milestones throughout the lifecycle of the grant. All press releases must be approved by the OPR Communications and External Affairs prior to distribution and OPR must be alerted to all press events related to the grant.
- D. Communications Materials and Photos: Grantee shall share between 8-12 high-resolution, color photos with OPR during the Grant Term. These photos should include pictures of people involved with the Project, the Project area, and/or activities conducted during the Grant Term. OPR reserves the right to use these photos across its communications platforms.
- E. Social Media: Grantee is encouraged to use social media to share and inform the public of activities under this Grant Agreement. LinkedIn: @Governor's Office of Planning and Research (OPR) @CalOPR and #ICARP #climateadaptation #climateresilience #APGP should be tagged on all posts related to the APGP grant. Use of the hashtags #CAresilience and #ICARP and related variations is also encouraged.

10. Drug-Free Workplace Certification

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

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

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

11. Americans with Disabilities Act

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

12. Air/Water Pollution Violation Certification

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

13. Payee Data Record Form - STD 204

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

Exhibit E, Award Letter

[Insert award letter here.]

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Exhibit F, APGP Communications Kit

[Insert APGP Communications Kit here.]

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