

RESOLUTION NO. 2013-118

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK AUTHORIZING AND APPROVING AN AGREEMENT REGARDING THE COUNTYWIDE GREENHOUSE GAS REDUCTION IMPLEMENTATION PROGRAM

WHEREAS, in February 2012, the Regional Climate Protection Authority (RCPA) partnered with the County of Sonoma Permit and Resource Management Department (PRMD) to secure a Sustainable Communities Planning grant from the Strategic Growth Council in the amount of \$1 million;

WHEREAS, the Greenhouse Gas Reduction Implementation Program (GRIP) is a collaborative effort among all nine cities and the County of Sonoma to take further actions in reducing community GHG emissions;

WHEREAS, through the implementation of this program, participating jurisdictions will achieve compliance with Bay Area Air Quality Management District (BAAQMD) guidelines and other related policies that establish reduction targets for GHG emissions, including AB 32, CEQA and local GHG reduction goals;

WHEREAS, building upon the climate protection efforts and goals established in 2008 Community Climate Action Plan created by the Climate Protection Campaign, the goal of the GRIP is to update all municipal and community-wide GHG inventories, evaluate emission targets, and to create an implementation plan to reach those targets;

WHEREAS, GRIP will be administered by the RCPA, but each participating jurisdiction will need to devote some staff time to assist in developing information and conducting public outreach;

WHEREAS, the grant allocates funding for these purposes and Rohnert Park's estimated share is \$35,000 over the two-year implementation term.

NOW, THEREFORE the City Council of the City of Rohnert Park does hereby resolve, determine, find and order as follows:

Section 1: Agency Agreement. The City Council approves a *Memorandum of Agreement Regarding the Greenhouse Gas Reduction Implementation Program by and between the County of Sonoma, acting through the Permit & Resource Management Department (PRMD), and the City of Rohnert Park* (in substantially similar form to Attachment A attached hereto and incorporated by this reference), for the City of Rohnert Park to collaborate on the development and implementation of a Greenhouse Gas Reduction Implementation Program in accordance with the County's grant agreement with the Strategic Growth Council.

Section 2. City Manager Authorization. City Manager is hereby authorized and directed to take all actions to effectuate the two aforementioned agreements for and on behalf of the

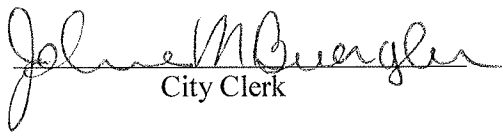
City of Rohnert Park, including execution, if necessary, in substantially similar form to the memoranda of agreement attached hereto.

Section 3. Authorized Signatures. The Mayor, or presiding officer, is hereby authorized to affix his signature to this Resolution signifying its adoption and the City Clerk, or her duly appointed deputy, is directed to attest thereto.

PASSED, APPROVED AND ADOPTED this date of 13th of August, 2013.

ATTEST:

CITY OF ROHNERT PARK


City Clerk


Mayor

Attachments: Attachment A to Resolution

AHANOTU: AYE BELFORTE: AYE MACKENZIE: ABSENT CALLINAN: ABSENT STAFFORD: AYE
AYES: (3) NOES: (0) ABSENT: (2) ABSTAIN: (0)



**MEMORANDUM OF AGREEMENT REGARDING THE
GREENHOUSE GAS REDUCTION IMPLEMENTATION PROGRAM**

This Memorandum of Agreement is entered into by and between the County of Sonoma, acting through the Permit & Resource Management Department (PRMD), and the City of Rohnert Park. The parties agree to collaborate on the development and implementation of a Greenhouse Gas Reduction Implementation Program in accordance with the County's grant agreement with the Strategic Growth Council (SGC), attached as Exhibit A.

- A. The County was awarded a Grant in the amount of \$1.0 million (the "Grant") from the Strategic Growth Council to prepare a coordinated Greenhouse Gas Reduction Implementation Program (GRIP) in conjunction with the Sonoma County Regional Climate Protection Authority (RCPA) and the nine incorporated cities.
- B. The County has selected ICF Jones & Stokes, Inc. to act as the Lead Consultant for the GRIP.
- C. The RCPA Board of Directors is composed of representatives from the County and the nine incorporated cities in Sonoma County. RCPA administers programs for greenhouse gas reduction programs in Sonoma County and coordinates these programs with the County and the nine incorporated cities, including the City.
- D. The County has entered into an agreement with RCPA to provide grant administration, project management and environmental review services for the GRIP. RCPA staff will be the Project Manager and primary contact for this collaborative process and will help to facilitate the interactions among all the jurisdictions, with the Lead Consultant and local community partners.
- E. Participation of City planning staff is integral to the success of the GRIP. The GRIP process will result in an implementable Climate Action Plan (CAP) for the City. City staff engagement is needed to give direction on GRIP elements including the CAP, model codebook, implementation tracker and programmatic CEQA document. Additionally, City staff is needed to work with RCPA staff to construct a public outreach plan specific to the City's needs. Ultimately, City staff will bring the GRIP forward as a proposal for local adoption with support from the RCPA and consultant team.
- F. The County, RCPA, the cities of Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, Sonoma, the town of Windsor, and the Sonoma County Transportation Authority (collectively, "Participating Agencies") have or will enter into a separate *Participating Agencies Memorandum of Agreement regarding the Greenhouse Gas Reduction Implementation Program* for development and implementation of the GRIP.
- G. All of the Participating Agencies will be responsible for implementing the GRIP, but no agency involved in the development of the GRIP will be responsible for implementing the entire GRIP. The parties to this agreement agree, and anticipate that the Participating Agencies will agree, that the RCPA should be designated as the appropriate lead agency because it is coordinating the preparation of the GRIP as a whole, and because each of the Participating Agencies, including the City, have appointed representatives that sit on the RCPA Board of Directors. The City will be a Responsible Agency.
- H. This Agreement outlines the City's specific role in GRIP development and implementation.

ATTACHMENT A to Resolution

Agreement

1. *City's obligations. City will:*
 - (a) Perform the tasks outlined in the Scope of Work attached as Exhibit B;
 - (b) Cooperate with County, County staff, and agencies working on the County's behalf, including RCPA and consultants, in performance of this Agreement; and
 - (c) Submit timely invoices to the County and RCPA in the form and manner required in Article 3.
2. *County's Obligations. The County will:*
 - (a) Respond to City requests for information in a timely manner;
 - (b) Reimburse City as set forth in the attached Exhibit C provided that City timely submits invoices in the form and manner required in Article 3; and
 - (c) Review and process claims for payment within thirty days of RCPA submission of a cost certification statement that meets County approval, provided that payment under this Agreement does not exceed the amount budgeted in Exhibit C.
3. *Payment. For all services and incidental costs required hereunder, City shall be paid in accordance with the following terms:*
 - (a) City shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit C, provided, however, that City agrees to perform all budgeted tasks in the Scope of Work for no more than the amount budgeted for those tasks, regardless of whether it takes City more time to complete or costs more than anticipated.
 - (b) City shall submit its billing invoice in arrears on a monthly basis on the template to be provided to the City. Invoices are to be submitted electronically to GRIP Project Manager, Misty Mersich (mmersich@sctainfo.org) and to County of Sonoma, PRMD Accountant, Alicia Ceniceroy (Alicia.Ceniceroy@sonoma-county.org) within 30 days of the end of each month. Payment will be made 45 days after receipt of invoice.
 - (c) Retention: As required by the Grant, fifteen percent (15%) of the amounts submitted for reimbursement will be withheld by the County and issued as a final payment 60 days after successful project completion as determined by the County in consultation with RCPA.
 - (d) Billing invoices shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); (iv) the 15% amount to be retained by the County; and (v) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed. Invoices that do not include the above items may be rejected. The City will be provided detailed invoicing procedure instructions and invoice templates.

ATTACHMENT A to Resolution

4. *Term.* The term of this Agreement shall be from March 8, 2013 until March 7, 2016, unless extended by mutual agreement of the parties, or terminated earlier in accordance with the provisions of Article 8 below.

5. *Indemnification.* Each party shall indemnify, defend, hold harmless, and release the other, its officers, agents and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under worker's compensation acts, disability benefit acts, or other employee benefit acts.

6. *Insurance.* The City will provide insurance as specified in Exhibit D. Any consultant contract for services under the Grant must include the insurance requirements as specified in Section II of Exhibit D.

7. *Method and Place of Giving Notice.*

(a) All notices shall be made in writing and may be given by personal delivery or by mail. Notices sent by mail shall be addressed as follows:

TO THE COUNTY: Director
Sonoma County Permit and Resource Management Department
2550 Ventura Avenue
Santa Rosa, CA 95403

TO THE CITY: Development Services Manager
City of Rohnert Park
130 Avram Avenue
Rohnert Park, CA 94928

When a notice is given by a generally recognized overnight courier service, the notice, shall be deemed received on the next business day. When a copy of a notice is sent by facsimile, the notice or bill shall be deemed received upon transmission as long as (1) the original copy of the notice is promptly deposited in the U.S. Mail, (2) the sender has a written confirmation of the fax transaction, and (3) the fax is transmitted before 6 p.m. (recipient's time). In all other instances, notices shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

8. *Termination.*

(a) *Termination Without Cause.* Notwithstanding any other provision of this Agreement, at any time and without cause, either party shall have the right in its sole discretion to terminate this Agreement by giving thirty (30) days written notice to the other party.

(b) *Termination for Cause.* Notwithstanding any other provision of this Agreement, should either party fail to perform any of its obligations hereunder within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, the other party may immediately terminate this Agreement by giving written notice of such termination, stating the reason for such termination.

9. *Document Sharing.*

ATTACHMENT A to Resolution

(a) The parties will hold all administrative draft and administrative final reports, studies, materials, and documentation relied upon, produced, created or utilized for the GRIP in confidence to the extent permitted by law. Where applicable, the provisions of California Government Code section 6254.5(e) will govern the disclosure of such document in the event that the parties share said documents with each other.

(b) The parties will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the GRIP without the written consent of the party authorized to release them, unless required or authorized to do so by law.

(c) If any party receives a public records request pertaining to the GRIP, that party will notify the other party within five (5) working days of receipt and make party aware of any disclosed public records. The parties will consult with each other prior to the release of any public documents related to the GRIP and provided by the other party.

(d) The parties, together with the other Participating Agencies, have or will enter into a separate *Participating Agencies Memorandum of Agreement regarding the Greenhouse Gas Reduction Implementation Program* that will supplement or supercede this Section 9.

10. *Miscellaneous Provisions*

(a) **No Waiver of Breach.** The waiver by the RCPA or the County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term of promise contained in this Agreement.

(b) **Construction.** To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. The County and the RCPA Acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement. All parties shall be deemed the author of this agreement, and the canon of construction that contracts are construed against the drafter shall not be utilized in construing this agreement.

(c) **Consent.** Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

(d) **No Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create and the parties to not intend to create any rights in third parties.

(e) **Merger.** This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

ATTACHMENT A to Resolution

(f) Time is of the Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

(g) Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date shown below

COUNTY: PERMIT AND RESOURCE MANAGEMENT
DEPARTMENT

By: _____
Pete Parkinson, Director

Date: _____

APPROVED AS TO FORM BY
COUNTY COUNSEL FOR COUNTY:

By: _____

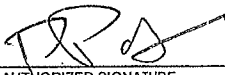
Date: _____

CITY: CITY OF ROHNERT PARK

By: _____

Date: _____

ATTACHMENT A to Resolution

DOC-6 (NEW 2-20-01)	State of California - The Resources Agency DEPARTMENT OF CONSERVATION GRANT AGREEMENT		
GRANTEE: Sonoma County, Permit and Resource Management Dept (PRMD)			
PROGRAM: Department of Conservation, Division of Land Resource Protection, Sustainable Communities Planning Grant and Incentives Program		GRANT NUMBER: 3012-583	AM. NO.:
MAXIMUM AMOUNT OF THIS GRANT: \$1,000,000.00			
<p>The Department and the Grantee hereby agree to the following:</p> <p>(1) This Grant Agreement specifies the terms and conditions for funding a project update as awarded by the Strategic Growth Council. This grant has been awarded as a result of a proposal received in response to the Program's <i>Sustainable Communities Planning Grant and Incentives Program Request for Proposals</i>, dated November 2, 2011. Project Title: Sonoma County Greenhouse Gas Reduction and Implementation Program (GRIP)</p> <p>(2) The grant term shall begin on the date upon which both parties have signed this Grant Agreement and end three years later.</p> <p>(3) The Terms and Conditions of this Agreement, including the <i>Detailed Budget and Payment Provisions at Exhibit A, Grant Summary, Work Plan and Schedule of Deliverables at Exhibit B, Certification of Compliance at Exhibit C</i> are hereby made part of and incorporated into this Agreement.</p> <p>(4) The amount of this Grant Agreement shall not exceed \$ 1,000,000.</p>			
STATE OF CALIFORNIA DEPARTMENT OF CONSERVATION		Sonoma County, Permit and Resource Management Dept (PRMD) GRANTEE	
AUTHORIZED SIGNATURE David Thesell, Program Manager	DATE	 AUTHORIZED SIGNATURE	DATE 2/28/13
PRINTED NAME AND TITLE		Pete Parkinson, PRMD Director PRINTED NAME AND TITLE	
CERTIFICATE OF FUNDING			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$1,000,000.00		PROGRAM/CATEGORY (CODE AND TITLE) SGC-SCPGIP	
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0.00		INDEX NUMBER 3200	
TOTAL AMOUNT ENCUMBERED TO DATE \$1,000,000.00		FUND TITLE 6051-Prop 84-The Safe Drinking Water, Water Quality and Supply Flood Control, River and Coastal Protection Bond Act of 2006 PCA NUMBER FY 11/12 36258 - \$500,000 FY 13/14 tbd - \$500,000	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702.21		Item 3480-101-6051-004: \$500,000 3480-101-6051-004: \$500,000	
CHAPTER 33 tbd		STATUTE 2011 2013	
FISCAL YEAR 2012-13 2013-14			
I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT BUDGETED FUNDS ARE AVAILABLE FOR THE PERIOD AND PURPOSE OF THE EXPENDITURE STATED ABOVE.			
SIGNATURE OF ACCOUNTING OFFICER		DATE	
T.B.A. No.		B.R. No.	

☐ GRANTEE
 ☐ DEPARTMENT OF CONSERVATION
 ☐ CONTROLLER

Grant Agreement Cover Sheet

ATTACHMENT A to Resolution

California Department of Conservation – Division of Land Resource Protection
Strategic Growth Council – 2011 Sustainable Communities Planning Grants
Sonoma County, Permit and Resource Management Dept (PRMD)
Grant Number: 3012-583
Fiscal Year Allocation: 2011-2012

GRANT AGREEMENT

This grant agreement (Grant Agreement) is entered into by and between the California Department of Conservation, Division of Land Resource Protection, (DEPARTMENT), the administrative agent for the Strategic Growth Council (COUNCIL), and Sonoma County, acting through its Permit and Resource Management Department (PRMD) (GRANTEE) (collectively PARTIES).

RECITALS

WHEREAS, Public Resources Code sections 75127, 75128, 75129 authorize the DEPARTMENT to develop and the COUNCIL to approve a program and associated guidelines for funding the creation of sustainable community plans, which encompasses planning programs and projects described in the Sustainable Communities Planning Grant Program Guidelines.

WHEREAS, The Sustainable Communities Planning Grant Program subsequently approved by the Council and developed by the DEPARTMENT is funded by Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006. Proposition 84 added Division 43 to the Public Resources Code, Chapter 9, Sustainable Communities and Climate Change Reduction, Public Resources code section 75065(a), which authorizes the Legislature to appropriate \$90 million for planning grants and planning incentives that reduce energy consumption, conserve water, improve air and water quality, and provide other community benefits.

WHEREAS, the DEPARTMENT has received and reviewed GRANTEE'S application, which included a detailed budget, specifications, and work plan in conformance with existing Sustainable Community Planning Grant Guidelines dated November 2011, and approved by the COUNCIL for purposes of implementing Round 2 of a funding program assigned to the DEPARTMENT on March 17, 2010.

WHEREAS, the COUNCIL has reviewed all relevant documents, including those required documents necessary to comply with all existing laws and regulations and has approved the funding subject to this Grant Agreement.

WHEREAS, the DEPARTMENT and the GRANTEE now desire to enter into this Agreement for \$1,000,000 to be expended on the creation of the sustainable community plan described in this Grant Agreement and the exhibits which are incorporated in and attached to it.

NOW THEREFORE, the PARTIES agree as follows:

DEFINITIONS

1. The term "Act" means Proposition 84, the California Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006.
2. The term "Application" means the individual application form, its required attachments for grants pursuant to the enabling legislation and/or program and any applicable materials supplied by applicant to the DEPARTMENT prior to award.

ATTACHMENT A to Resolution

California Department of Conservation – Division of Land Resource Protection
Strategic Growth Council – 2011 Sustainable Communities Planning Grants
Sonoma County, Permit and Resource Management Dept (PRMD)
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3. The term "Application Guidelines" means the Sustainable Planning Grant Program Guidelines Developed by the DEPARTMENT and approved by the COUNCIL on November 2, 2011.
4. The term "Grant" or "Grant Funds" means the money provided by the COUNCIL to the GRANTEE in this Grant Agreement.
5. The term "Project" means the sustainable community plan to be developed by GRANTEE and described in the Application and exhibits incorporated in and attached to this Grant Agreement.
6. The term "Project Budget" means the State approved cost estimate included as Exhibit A to this Agreement.
7. The term "Work Plan" means the description or activity of work to be accomplished by the GRANTEE as further described in Exhibit B.
8. The term "Public Agency" means any State of California department or agency, a county, city, public district or public agency formed under California law.

GENERAL TERMS

1. The purpose of this Grant Agreement is to fund work outlined in the GRANTEE'S submitted Budget and Work Plan, included in, and attached to this Agreement as Exhibits A and B.
2. This Grant Agreement becomes effective when executed by both PARTIES. GRANTEE shall not commence performance until the Agreement is signed and fully executed by the DEPARTMENT on behalf of the COUNCIL.
3. The date the Grant Agreement is fully executed by the DEPARTMENT on behalf of the COUNCIL constitutes the Grant Start Date. The term of this Agreement shall begin at the time of such execution and end three (3) years after the Grant Start Date, which constitutes the Grant End Date.
4. The signatories certify that they are authorized to act on behalf of the PARTIES in approving and executing this Grant Agreement. The signatory for the GRANTEE further certifies that, to the extent necessary, the Board of Directors or Board of Supervisors for the GRANTEE has endorsed GRANTEE'S receipt of grant funds pursuant to this Grant Agreement and performance of activities and expenditure of funds in a manner consistent with the Detailed Budget and Payment Provisions, Work Plan and Schedule of Deliverables, the General Terms and Conditions, Special Terms and Conditions and Certificates of Compliance, which are attached to this Grant Agreement as Exhibits A-C.
5. The PARTIES agree that the DEPARTMENT shall act as grant manager and administer this Grant Agreement on behalf of the COUNCIL.
6. The DEPARTMENT will, on behalf of the COUNCIL, monitor grant progress and review and approve invoices and other documents delivered to the DEPARTMENT in accordance with the project cost terms in this Grant Agreement.

ATTACHMENT A to Resolution

California Department of Conservation – Division of Land Resource Protection
Strategic Growth Council – 2011 Sustainable Communities Planning Grants
Sonoma County, Permit and Resource Management Dept (PRMD)
Grant Number: 3012-583
Fiscal Year Allocation: 2011-2012

7. All official communication from the GRANTEE to the DEPARTMENT shall be directed to:
Department of Conservation, Division of Land Resource Protection, 801 K Street, MS 18-01,
Sacramento, CA 95814 or at: SGCSustainablecommunities@conservation.ca.gov.

PROJECT EXECUTION AND SCOPE

1. Subject to the availability of funds in the Act, the DEPARTMENT hereby grants to the GRANTEE a sum of money (Grant Funds) not to exceed \$1,000,000 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 Grant Agreement and its attachments and under the terms and conditions set forth in this Grant 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 Grant End Date, unless an extension has been formally granted by the DEPARTMENT and under the terms and conditions of this Grant Agreement. Extensions may be requested in advance and will be considered by DEPARTMENT, at its sole discretion, in the event of circumstances beyond the control of the GRANTEE, but in no event more than thirty-six (36) months beyond the agreement execution (start) date.
4. GRANTEE shall at all times ensure that Project complies with all state and local laws, including, and to the extent applicable the California Environmental Quality Act.
5. GRANTEE shall provide quarterly status reports and component deliverables in accordance with the approved Work Plan as provided in Exhibit B.
6. The terms and conditions of this Grant Agreement, its attachments and exhibits constitute and contain the entire Grant Agreement and understanding between the PARTIES, and may not be contradicted by evidence of any prior or contemporaneous oral agreement.

MODIFICATIONS AND AMENDMENTS

1. No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, agreed to and signed by both PARTIES.
2. 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.
3. Changes to budget line item revisions of less than \$1,000, minor task modifications, and staff adjustments do not require amendment of the Agreement. However, the GRANTEE shall obtain prior written approval from the Grant Manager before making such changes. All change requests shall be made in writing and include a description of the proposed change and the reasons for the change.
4. GRANTEE agrees to submit in writing to the DEPARTMENT for prior approval any deviation from the original Work Plan per Exhibit B. Changes in Work Plan 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

ATTACHMENT A to Resolution

California Department of Conservation – Division of Land Resource Protection
Strategic Growth Council – 2011 Sustainable Communities Planning Grants
Sonoma County, Permit and Resource Management Dept (PRMD)
Grant Number: 3012-583
Fiscal Year Allocation: 2011-2012

set forth in the Application on file with the DEPARTMENT must be submitted to the DEPARTMENT for approval. Any modification or alteration in the Project must also comply with all current laws and regulations.

PROJECT COSTS AND ADMINISTRATION

1. The GRANTEE shall expend Grant Funds in the manner described in the Exhibit A as approved by the DEPARTMENT. 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 DEPARTMENT. However, the GRANTEE shall notify the DEPARTMENT 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 in writing by the DEPARTMENT. In any event, the total amount of the Grant Funds may not be increased, nor may any adjustments exceed the limits for preliminary costs as described in the Application Guidelines.
2. Only direct costs are reimbursable under this contract. Indirect costs, including salaries and benefits of employees not directly assigned to the Project, and organizational functions, such as personnel, business services, information technology, salaries of supervisors or managers (not directly assigned to the Project), and overhead, such as rent, and utilities, shall not be reimbursable.
3. All costs charged against the grant shall be net of all applicable credits. The term “applicable credits” refers to those receipts or reductions of expenditures that operate to offset or reduce expense items that are reimbursable under this Agreement. Applicable credits may include, but are not necessarily limited to, rebates or allowances, discounts, credits toward subsequent purchases, and refunds. GRANTEE shall, where possible, deduct the amount of the credit from the amount billed as reimbursement for the cost, or shall deduct the amount of the credit from the total billed under a future invoice.
4. GRANTEE shall make available all products and deliverable work-products acquired or developed pursuant to this Grant Agreement available for inspection upon request by the DEPARTMENT.
5. GRANTEE shall use any income earned by the GRANTEE from use of the Project to further Project purposes, or, if approved by the DEPARTMENT, for related purposes within the jurisdiction.
6. GRANTEE shall report to the DEPARTMENT all sources of other funds for the Project.

FINANCIAL RECORDS

1. GRANTEE shall maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the DEPARTMENT 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 DEPARTMENT and its duly authorized representatives shall have the right to inspect and make copies of any books, records, or reports of the other party pertaining to this Grant Agreement or matters related thereto. GRANTEE shall maintain and make available for inspection by the DEPARTMENT accurate records of all of its costs, disbursements, and receipts with respect to its activities under this Grant Agreement.

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California Department of Conservation – Division of Land Resource Protection
Strategic Growth Council – 2011 Sustainable Communities Planning Grants
Sonoma County, Permit and Resource Management Dept (PRMD)

Grant Number: 3012-583

Fiscal Year Allocation: 2011-2012

3. GRANTEE shall use applicable Generally Accepted Accounting Principles (GAAP), unless otherwise agreed to by the State.
4. GRANTEE shall maintain adequate supporting documentation in such detail so as to provide an audit trail of receipts, expenditures, and disbursements. GRANTEE'S records will permit tracing transactions from support documentation to the accounting records to financial reports and billings. Such documentation shall include, but shall not necessarily be limited to, subsidiary ledgers, payroll records, vendor invoices, canceled checks, bank or other financial account records, consultant contracts and billings, volunteer rosters and work logs, and lease or rental agreements. Such documentation shall be readily available for inspection, review, and/or audit by the Grant Manager or other representatives of the State.
5. Subcontractor(s) employed by the GRANTEE and paid with moneys under the terms of this Grant Agreement, shall be responsible for maintaining accounting records as is required of GRANTEES.

PROJECT RECORDS

1. GRANTEE shall establish an official file for the Project. The file shall contain documentation of all actions taken regarding this grant.
2. GRANTEE shall establish separate ledger accounts for receipt and expenditure of grant funds and maintain expenditure detail in accordance with the approved budget detail and the Financial Records section of this Grant Agreement.
3. The official file shall contain all financial records required of GRANTEES by this Grant Agreement and be available for audit and review by the DEPARTMENT according to the same requirements for financial records.

REQUIRED REPORTS

1. The GRANTEE shall submit to the Grant Manager Quarterly Status Reports, Annual Status Reports, and a Final Report. The DEPARTMENT shall provide report forms. The GRANTEE shall complete the Report Forms in their entirety.

1.1. The Quarterly Status Reports shall conform to the template provided, and shall justify the invoice items and charges.

1.2. The Annual Status Reports shall include the following for the Focus Area specified:

Focus Area 1 - Cities and Counties

The GRANTEE shall include discussion of the following:

(a) How and the extent the grant project has achieved the goals and sustainability objectives outlined in the regional planning documents (e.g., Sustainable Community Strategies) applicable to their local jurisdiction. Highlight the specific measures in the grant-funded project that reflect the regional plan objectives.

(b) The progress to date on the goals measured by the indicators outlined in the grant application. The indicators can include process goals, such as numbers of meetings or the extent of outreach efforts, as well as specific metrics such as reduced VMT or additional miles of bike lanes. For any indicators that cannot be measured at the time the annual report is due, the report should include a statement as to why a particular indicator is not yet measurable, and a schedule indicating the time at which the indicator will be measurable, including benchmarks which will be completed by that time.

ATTACHMENT A to Resolution

California Department of Conservation – Division of Land Resource Protection
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(c) What are the issues/barriers that may have arisen to make it difficult to implement the regional sustainability goals at the local level? Indicate a plan to overcome those barriers.

Focus Area 2 – Metropolitan Planning Organizations (MPO's)

The GRANTEE shall include discussion of the following:

(a) What local plans within their region reflect the goals and sustainability objectives outlined in the regional planning documents Sustainable Communities Strategy (SCS) developed by the MPO?

(b) What local plans do not yet reflect the MPO's regional planning (e.g.: SCS) objectives?

(c) What are the issues/barriers that may have arisen to make it difficult to implement the sustainability goals at the local level? Indicate a plan to overcome those barriers.

(d) Discuss the progress to date on the goals measured by the indicators outlined in the grant application. The indicators can include process goals, such as numbers of meetings or the extent of outreach efforts, as well as specific metrics such as reduced VMT or additional miles of bike lanes. Any indicators that cannot be measured at the time the annual report is due (because the project has not matured to the point that the indicator is meaningful). The report should include a statement as to why a particular indicator is not yet measurable, and indicate a plan to overcome those barriers.

Focus Area 3 – Regional Collaboratives

The GRANTEE shall include discussion of the following:

(a) What local plans within their region reflect the goals and sustainability objectives outlined in the applicable regional planning documents?

(b) What local plans do not yet reflect the regional planning objectives?

(c) What are the issues/barriers that may have arisen to make it difficult to implement the sustainability goals at the local level? Indicate a plan to overcome those issues/barriers.

(d) The progress to date on the goals measured by the indicators outlined in the grant application. The indicators can include process goals, such as numbers of meetings or the extent of outreach efforts, as well as specific metrics such as reduced VMT or additional miles of bike lanes. Any indicators that cannot be measured at the time the annual report is due (because the project has not matured to the point that the indicator is meaningful), should include a statement as to why a particular indicator is not yet measurable.

1.3. The Final Report shall conform to the guidelines as described in the template provided.

All Grant Recipients:

(a) Grant recipients from all three Focus Areas shall be capable of presenting an overview of their project to the COUNCIL at the conclusion of the Grant Agreement. The overview shall include discussion of successes, barriers, and lessons learned from both the grant process and the grant-funded project.

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(b) Failure to comply with the reporting requirements specified in this Grant Agreement shall constitute a breach of this Grant Agreement and may result in the DEPARTMENT taking action necessary to enforce the Grant Agreement, or require a refund of grant funds.

DOCUMENTATION OF TIME SPENT

1. GRANTEE shall maintain reports or other detailed records (e.g., activity logs or timesheets) documenting time spent by each employee, agent, or contractor whose work in support of this Grant Agreement is billed under the Agreement. Records used to meet this requirement shall identify the individual performing the work, the date on which the work was performed, the specific grant-related activities or tasks and deliverables to which the individual's time was devoted, and the amount of time spent. Such records shall reflect actual time spent, rather than that which was planned or budgeted.
2. Submitted timesheets must contain the signature of both the person(s) being paid, and their direct supervisor.

COPIES OF DATA, PLANS, AND SPECIFICATIONS

1. The GRANTEE shall, at the request of the DEPARTMENT provide the DEPARTMENT with copies of any data, design plans, specifications, maps, photographs, negatives, audio and video productions, films, recordings, reports, findings, recommendations and memoranda of every description or any part thereof, prepared or used in the preparation of the Project funded by this Grant Agreement.
2. All departments within the State of California shall have the right to copy and distribute said copies in any manner when and where it may determine without any claim on the part of the GRANTEE, its vendors or subcontractors to any additional compensation.

COMPETITIVE BID REQUIREMENTS

1. GRANTEE shall maintain documentation of its normal procurement policy and competitive bid process used. This competitive bid requirement may be waived upon GRANTEE certification and grantor approval that due to the unique nature of the goods or services a sole source purchase is justified. Failure to comply with competitive bid requirements may result in the DEPARTMENT disallowing reimbursement of some portion or all of the related costs and/or other remedies for breach of contract.

INVOICING

1. Invoices shall be submitted on a quarterly basis. An invoice form will be provided to the GRANTEE, which must be completed in its entirety to submit any and all invoices.

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2. All invoices must be submitted in triplicate, with an original and two additional copies, listing the grant and invoice numbers. The copies may be double-sided. The original invoice must have an original authorized signature.
3. In accordance with the Grant Guidelines, fifteen percent (15%) of the amounts submitted for reimbursement will be withheld and issued as a final payment upon agreement completion, at the sole discretion of the State. All expenditures must be itemized on the invoice form. This should include reimbursable costs.
4. For each expenditure of \$500 or more, copies of supporting documentation (timesheets, payroll stubs, bids, receipts, canceled checks, sole source justification, etc.) must be submitted with the invoice. Original supporting documents are not required to be submitted, but must be retained by the GRANTEE for record keeping and audit purposes.
5. Invoices are to be sequentially numbered starting from one (1) and must tie to budget line items in the approved Budget at Exhibit A. Invoices must be signed by the person who signed the Agreement or his/her authorized designee. Designees must be authorized in writing and filed with the DEPARTMENT.
6. Individuals funded by this grant cannot sign invoices. If there is a question as to the authority of the signer, which cannot be resolved to the satisfaction of the DEPARTMENT, the invoice will not be paid.
7. Each invoice is subject to approval by the Grant Manager and DEPARTMENT Management, and possible audit by the Accounting Office and the State Controller before payment may be disbursed. If an invoice is questioned by the DEPARTMENT, the Grant Manager shall contact the GRANTEE within thirty (30) working days of receipt of the invoice. Undisputed invoices take approximately six (6) weeks for payment.
8. Mail an original signed invoice, with all support documentation and two (2) copies of everything, to the following address:

Department of Conservation
Division of Land Resource Protection
Attn: SCPGIP Grant Administrator
801 K Street, MS 18-01
Sacramento, CA 95814

PAYMENT

1. Except as otherwise provided herein, payments shall be made to GRANTEE no more than once every sixty (60) calendar days in arrears for actual costs authorized in the Budget at Exhibit A of this Grant Agreement and incurred during the grant term. Payment will be made upon evidence of satisfactory progress, as determined by the Grant Manager. Such evidence shall consist of written quarterly progress reports, phased and incremental work-product production, and other documentation evidencing quarterly performance, as provided for in this Grant Agreement.
2. Final payment will be made only after completion, to the DEPARTMENT'S satisfaction, of objectives, work, and activities identified in Exhibit B, including timely receipt of all required reports including the Final Report, and in accordance with the Invoicing and Discharge provisions of this Grant Agreement. The DEPARTMENT will not reimburse costs incurred after the Grant End Date.

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3. Only those items identified in the Budget are eligible for reimbursement. Any changes to the Budget must be approved by the Grant Manager before an expenditure for that item is made. Under no circumstances shall the GRANTEE seek reimbursement pursuant to this Agreement for a cost that has been or will be paid through another funding source.

TRAVEL

1. Reimbursement of travel is not permitted unless expressly provided in the approved Budget at Exhibit A. Travel by private or GRANTEE-owned automobile, necessary for the performance of this Grant Agreement, shall be reimbursed at no more than .51 cents per mile. GRANTEE shall maintain detailed travel records showing the date and purpose of grant-related travel, destination and, in the case of travel by automobile, vehicle license number and number of miles driven.
2. GRANTEE and any person travelling pursuant to this Grant Agreement shall indemnify and hold harmless the DEPARTMENT and State of California for any liabilities resulting from such travel.

DISCHARGE OF GRANT OBLIGATIONS

1. The GRANTEE'S obligations under this Agreement shall be deemed discharged only upon acceptance of the Final Report by the DEPARTMENT. The final report will attach and incorporate all work-product generated by the Grant Funds including the Final Sustainable Community Plan produced by the GRANTEE. The GRANTEE'S Board of Directors or Board of Supervisors shall adopt and certify as accurate the Final Plan Report prior to its submission to the DEPARTMENT.
2. GRANTEE shall submit all documentation for Project completion and final reimbursement within ninety (90) days of Project completion, but in any event no later than thirty-six (36) months after agreement execution start date.
3. Final payment is contingent upon DEPARTMENT'S verification that the Project is consistent with Work Plan as described in Exhibit B, together with any DEPARTMENT approved amendments.

TERMINATION

1. If the DEPARTMENT or the COUNCIL terminates the Grant Agreement without cause prior to the end of the Project Performance Period, the GRANTEE shall take all reasonable measures to prevent further costs to the DEPARTMENT under this Grant Agreement. The DEPARTMENT shall be responsible for any reasonable and non-cancelable obligations incurred by the GRANTEE in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
2. Upon any termination, GRANTEE shall deliver all records and reports and other deliverables required by this Grant Agreement up to the time of termination.
3. If the GRANTEE fails to complete the Project in accordance with this Grant 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 DEPARTMENT of all amounts disbursed by the DEPARTMENT under this Grant Agreement, plus accrued interest and any further costs related to the Project. The DEPARTMENT may, at its sole discretion, examine the extent of GRANTEE compliance and not require repayment for work partially completed. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Grant Agreement.

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3. Failure by the GRANTEE to comply with the terms of this Agreement or any other related obligation may be cause for termination of all obligations of the DEPARTMENT hereunder.
4. Failure of the GRANTEE to comply with the terms of this Grant Agreement may not be cause for suspending all obligations of the DEPARTMENT if, in the judgment of the DEPARTMENT, such failure was due to no fault of the GRANTEE. At the discretion of the DEPARTMENT, any amount required to settle at minimum cost any irrevocable obligations properly incurred, shall be eligible for reimbursement under this Grant Agreement as pursuant to paragraph 2 above.
5. Either PARTY shall have the right to terminate this Grant Agreement at any time upon thirty (30) days written notice to the other. In the case of such “early” or “discretionary” termination by GRANTEE, defined as termination occurring before full performance of all objectives and activities and authorized for funding herein, the DEPARTMENT will be entitled to seek full reimbursement for all costs and payments made on the Grant Agreement.
6. It is mutually agreed that 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 DEPARTMENT’S Program, as determined at the discretion of the DEPARTMENT, this Grant Agreement shall be terminated. In this event, the DEPARTMENT shall have no liability to pay any funds whatsoever to GRANTEE or to furnish any other consideration under this Agreement to GRANTEE beyond the date of written notice of termination under this provision to the GRANTEE.
7. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of funding this grant program, the DEPARTMENT shall have the option to either: cancel this Grant Agreement with no liability occurring to the COUNCIL or the DEPARTMENT, or offer an Agreement Amendment to GRANTEE to reflect a reduced amount.
8. Further, if the COUNCIL or the DEPARTMENT is unable to secure adequate funds through municipal bond sales or not able to secure the authorization to utilize such funds by the appropriate agencies, this Grant Agreement shall be terminated.

STOP WORK

1. Immediately upon receiving a written notice from the COUNCIL or the DEPARTMENT to stop work, the GRANTEE shall cease all work under this Grant Agreement.

PERFORMANCE OF SUBCONTRACTORS:

1. The GRANTEE shall be entitled to make use of its own staff and such subcontractor(s) as are mutually acceptable to the GRANTEE and the DEPARTMENT. All subcontractor(s), and any subsequent grant documents, are considered to be acceptable to the DEPARTMENT. Any change in subcontractor(s) or change as to how the GRANTEE intends to use the services of a subcontractor may require a **formal** amendment of this Grant Agreement. All approved subcontractors shall be managed by GRANTEE subject to the terms and conditions of this Agreement. GRANTEE will indemnify and hold harmless any liability to or resulting from action by subcontractor. Neither the DEPARTMENT nor the State is liable or in any way responsible for, nor will it indemnify, subcontractors.

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2. Nothing contained in this Grant Agreement shall create any contractual relation between the DEPARTMENT and any subcontractors and no subcontract shall relieve GRANTEE of its responsibilities and obligations under the terms of this Grant Agreement. GRANTEE agrees to be fully responsible to the DEPARTMENT for the acts and omissions of its staff, subcontractors and of persons either directly or indirectly employed by them. GRANTEE'S obligation to pay its subcontractors is an independent obligation from the DEPARTMENT'S obligation to make payments to GRANTEE.
3. GRANTEE shall manage and hereby accepts responsibility for the performance of all subcontracts arising out of or in connection with this Agreement. GRANTEE shall monitor subcontractor's performance of the terms and conditions set forth herein by providing sufficient staffing resources for the length of the project. Subcontractor communications with the DEPARTMENT shall be coordinated through the GRANTEE'S principal staff. GRANTEE and its subcontractors shall conduct all work consistent with professional standards for the industry and type of work being performed under the Agreement. The Grant Manager, without waiver of other rights or remedies, may require GRANTEE to re-perform any of said services not performed in accordance with these standards. Costs and expenses for defective services, for failure to meet the terms and conditions of the Agreement or for any redundancy that occurs due to inadequate subcontractor services shall be borne by GRANTEE.

DISPUTE RESOLUTION

1. In the event of a dispute, the GRANTEE shall provide written notice of the particulars of such dispute to: Assistant Director, Division of Land Resource Protection, Department of Conservation, 801 K Street, MS 18-01, Sacramento, CA 95814. Such written notice must contain the grant number. Within fifteen (15) days of receipt of such notice, the Assistant Director or the Assistant Director's designee shall advise the GRANTEE of his or her findings and a recommended means of resolving the dispute.

PUBLICITY AND ACKNOWLEDGMENT

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

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

2. The GRANTEE shall place the following notice, preceding the text, on draft reports, on the final report, and on any other report or publication resulting from work performed under this Agreement:

"Disclaimer

The statements and conclusions of this report are those of the Grantee and/or Subcontractor and not necessarily those of the Strategic Growth Council or of the Department of Conservation, or its employees. The Strategic Growth Council and the Department of Conservation make no warranties, express or implied, and assume no liability for the information contained in the succeeding text."

3. Before any materials or other publications funded in whole or in part pursuant to this Grant Agreement are published, GRANTEE shall provide the DEPARTMENT with an opportunity to review

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and approve or disapprove any and all references to the COUNCIL or the DEPARTMENT or the programs and laws that it administers in such materials and publications.

CONFLICT OF INTEREST

1. GRANTEE shall act in accordance with the fiduciary duty attached to the receipt and expenditure of grant moneys intended to benefit the public. Consistent with that fiduciary duty and the public trust from which it flows, GRANTEE shall ensure the proper expenditure of all grant moneys for which reimbursement is sought pursuant to this Grant Agreement.
2. All expenditures for which reimbursement pursuant to this Grant Agreement is sought shall be the result of arm's length transactions and not the result of, or motivated by, self-dealing on the part of the GRANTEE or any employee or agent of the GRANTEE. For purposes of this provision, "arm's length transactions" are those in which both PARTIES are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant moneys are to be expended. Nothing in this agreement absolves the GRANTEE from complying with California Govt. Code section 1090 or any other law.

INDEMNITY AND HOLD HARMLESS

1. GRANTEE waives all claims and recourses against the DEPARTMENT, 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 DEPARTMENT, its officers, agents, and employees.
2. GRANTEE shall indemnify, hold harmless and defend DEPARTMENT, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Project, demands or causes of action arise under Government Code or otherwise, including but not limited to items to which the GRANTEE has certified or approved, 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.

NONDISCRIMINATION

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition, age (over 40), marital status, and denial of family care leave in the use of any property or facility acquired or developed pursuant to this Agreement.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All records are public records unless made confidential by operation of State or Federal law.

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INCORPORATION

1. The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the DEPARTMENT are hereby incorporated by reference into this Grant Agreement as though set forth in full in this Grant Agreement.
2. Exhibits A-C are attached to this Grant Agreement and incorporated by reference into it as though set forth in full.

SEVERABILITY

1. 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.

WAIVER

1. 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.

ASSIGNMENT

1. The GRANTEE may assign its interest in and responsibilities under this Grant Agreement either in whole or in part only with the written consent of the DEPARTMENT.

AUDIT REQUIREMENTS

1. Sustainable Community Planning Grant Projects are subject to audit by the DEPARTMENT. This provision does not limit the authority of any State agency to audit the GRANTEE pursuant to that Agency's authority 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.
2. The GRANTEE agrees that the DEPARTMENT and its representatives, including, but not limited to, the DEPARTMENT, the State Controller's Office, and the State Auditor, shall have an absolute right of access to, and right to review and copy, all of the GRANTEE'S records pertaining to this Grant Agreement and to conduct reviews and/or audits related to this grant. GRANTEE shall, for the purpose of any such review or audit, retain and provide access to all records related to this grant including, but not necessarily limited to, those records specified above. GRANTEE shall also provide access to and allow interview of any employees who might reasonably have information related to such records. Such access to employees and records shall be provided during normal business hours throughout the grant term and for at least three years after the final payment is disbursed pursuant to this Grant Agreement, or until completion of any action and resolution of all issues which may arise as a result of any audit or review of such records, whichever is later. GRANTEE shall ensure that such access shall extend to all subcontractors.

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GOVERNING LAW/LOCUS

1. This Agreement is governed by, and shall be interpreted in accordance with the laws of the State of California. For the purpose of any litigation related to and/or challenging any aspect of this Grant Agreement or performance there under, the locus is Sacramento, California.

INSURANCE COVERAGE

1. The GRANTEE shall obtain and keep in force for the term of this Agreement, and require its subcontractors to obtain and keep in force, the following insurance policies that cover any acts or omissions of the GRANTEE, or its employees engaged in the provision of services or performance of activities funded pursuant to and specified in this Agreement:

- a. Worker's Compensation Insurance in accordance with the statutory requirement of the State of California.
- b. Commercial general liability insurance in the amount of \$1,000,000 per occurrence and aggregate for bodily injury and property damage.
- c. Automobile liability in the amount of \$1,000,000 for each accident for owned, non-owned, or hired vehicles, whichever is applicable.

2. The GRANTEE shall name the State of California, its officers, agents, employees, and servants as additional insured PARTIES for all insurance required and is responsible for guaranteeing that a copy of each Certificate of Insurance is submitted to the DEPARTMENT within thirty (30) days of grant signature.

3. The certificate of insurance shall state a limit of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined.

4. The GRANTEE shall notify the DEPARTMENT prior to any insurance policy cancellation or substantial change of policy.

GRANTEE NOT AN AGENT OF THE STATE

1. GRANTEE agrees that it, and its agents, and employees and subcontractors shall act in an independent capacity and are not as officers, employees, or agents of the State of California, the COUNCIL, or the DEPARTMENT.

TIMELINESS

1. Time is of the essence in the performance of this Agreement. GRANTEE is required to begin implementation of this Agreement as soon as possible following its execution and shall abide by the Work Plan, and Schedule of Deliverables at Exhibit B. GRANTEE shall not incur costs pursuant to this Agreement past the Grant End Date.

CERTIFICATION CLAUSES

1. The GRANTEE hereby certifies its compliance with all applicable requirements contained in the GRANTEE Certification of Compliance at Exhibit C of this Agreement.

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BREACH OF CONDITIONS/REMEDY FOR DEFAULT

1. In the event of GRANTEE'S breach of any conditions or terms of this Grant Agreement, the DEPARTMENT will give written notice to the GRANTEE, describing the breach. Notice shall be deemed given when deposited in the U.S. Post office, postage prepaid, addressed to GRANTEE, or by personal delivery to GRANTEE'S place of business. If GRANTEE does not, within thirty (30) days after the notice is given, (1) cure the breach described in the DEPARTMENT'S notice or (2) if the breach is not curable within thirty (30) days, commence to cure the breach, then GRANTEE shall be in default under this Agreement.
2. In the event of a default under this Grant Agreement, the COUNCIL and the DEPARTMENT shall be entitled to all remedies available at law including, but not limited to, termination of the Grant Agreement, withholding of amounts billed and/or recovery of funds disbursed and equipment purchased pursuant to the Grant Agreement. GRANTEE may appeal such action by filing a dispute pursuant to the Dispute Resolution portion of this Agreement.

ATTACHED EXHIBITS

- A: Detailed Budget and Payment Provisions
- B: Work Plan and Schedule of Deliverables
- C: Certification of Compliance

ATTACHMENT A to Resolution

BUDGETS SUMMARY

Grantee Name: County of Sonoma- Permit Resource Management Department

Grant #:3012-583

Sonoma County Greenhouse Gas Reduction Implementation Program

Jurisdiction	PERSONNEL	Title	Hourly Rate	# of Hours	(D+E) Salary	Benefits	(F+G) Total	DOC Grant	Cash	In-Kind
County of Sonoma	Jennifer Barrett	Planning Director	64.18	220	14,120	8,246	22,365	22,365		
County of Sonoma	Alicia Cenicerioz	Accounting	43.88	240	10,531	6,482	17,014	17,014		
County of Sonoma	Debbie Latham	County Counsel	64.3	40	2,572	1,470	4,042	4,042		
County of Sonoma	TBD	Planner III	43.59	538	23,451	13,610	37,062	37,041		
County of Sonoma	Sue Dahl	Clerical	27.75	80	2,220	1,402	3,622	3,622		
County of Sonoma	Darci Reinier	GIS Tech	39	15	585	330	915	915		
RCPA	Misty Mersich	Program Analyst	28	1,665	46,620	24,492	71,112	71,112		
RCPA	Lauren Casey	Program Manager	47	783	36,778	18,037	54,814	54,814		
RCPA	Suzanne Smith	Executive Director	81	333	26,998	7,683	34,681	19,073		15,608
SCTA	Chris Barney	Planner	42.13	394	16,616	8,338	24,954	18,627		6,327
SCTA	Janet Spillman	Planning Director	64.56	200	12,912	5,434	18,346	9,173		9,173
SCTA	TBD	Planning Intern	22	100	2,200	0	2,200	2,200		
Cloverdale	Karen Massey	ACM/Comm Dev Dir	51.91	210	10,901	4,651	15,552	15,552		
Cloverdale	Rob Bartoli	Asst Planner (PT)	26.07	650	16,946	1,454	18,400	18,400		
Cotati	Vicki Parker	Planning Director	50.64	285	14,432	4,437	18,869	18,850		
Healdsburg	Barbara Nelson	Planner & Building Dire	64.35	140	9,009	5,381	14,390	14,390		
Healdsburg	Jeff Fisher	Assistant Planner	27.08	480	12,998	7,620	20,619	20,610		
Petaluma	Scott Duiven	Senior Planner	43.37	520	22,552	12,448	35,000	35,000		
Rohnert Park	Marilyn Ponton	Planning Director	60	155	9,300	2,945	12,245	12,245		
Rohnert Park	TBD	Admin Assist- Billing	30	96	2,880	672	3,552	3,552		
Rohnert Park	TBD	Dev Assist	30	210	6,288	1,467	7,755	7,755		
Santa Rosa	Chuck Regalia	Comm. Devel. Director	76.89	55	4,257	1,383	5,640	5,640		
Santa Rosa	Lisa Kranz	Supervising Planner	55.12	405	22,324	7,039	29,363	29,363		
Sebastopol	Kenyon Webster	Planning Director	55	280	15,400	7,840	23,240	23,240		
Sebastopol	Sue Kelly	Engineering Director	55	130	7,150	3,510	10,660	10,660		
Sonoma	David Goodison	Planning Director	58.26	132	7,690	2,311	10,001	10,015		
Sonoma	Wendy Atkins	Associate Planner	42.24	455	19,219	5,766	24,985	24,985		
Town of Windsor	Jim Bergman	Planning Director	57	130	7,416	4,064	11,480	11,474		
Town of Windsor	Kevin Thompson	Senior Planner	46	200	9,200	10,435	19,635	19,626		
Total				9,141	393,565	178,948	572,514	541,356	0	31,107

CONSULTANTS

Consultants: (to be hired) Data Analysis, Report preparation, Partner Review , Evaluation of GHG Reduction Targets, Reduction and Adaptation measure development, Quantification of measures, Write CAP, public outreach campaign

451,446

451,446

ATTACHMENT A to Resolution

SUPPLIES City of Cloverdale- Printing, paper (\$10 per packet, 75 copies) City of Cotati Supplies- printing, paper (\$10 per packet, 100 copies) City of Sebastopol Supplies- printing, paper (\$10 per packet, 15 copies) Town of Windsor Supplies, - Printing, paper(\$10 per packet, 90 copies)	Totals	451,446	451,446	0	0
		723	723		
		1,000	1,000		
		150	150		
		900	900		
	Totals	2,773	2,773	0	0
MEETINGS, WORKSHOPS Public outreach meetings, rent, supplies, mailings City of Cloverdale Public Outreach meetings (2 meetings @ 162.50 each) City of Cotati public outreach meetings (2 meetings @ \$50 each City of Sebastopol public outreach meetings (2 meetings @ \$412.50 each) Windsor Public outreach / Local Adoption meetings (6 meetings @ \$415 each)			0		
		325	325		
		100	100		
		825	825		
		2,500	2,500		
	Totals	3,750	3,750	0	0
OTHER County of Sonoma Energy Code Amendments City of Santa Rosa Climate Action Plan		100,000			100,000
		200,000			200,000
	Totals	300,000	0	0	300,000
TRAVEL Mileage is calculated at .51/mile City of Cotati (98 miles @ 0.51/mile) City of Sebastopol (245 miles @ 0.51/mile) Town of Windsor (980 miles @ 0.51/mile)		50	50		
		125	125		
		500	500		
	Totals	675	675	0	0
	Totals	1,331,158	1,000,000	0	331,107

ATTACHMENT A to Resolution

Contract Number: 3012-583

Applicant Name: County of Sonoma- Permit & Resource Management Department

Task 1: Project Management and Grant Administration

AGENCY	PERSONNEL	Title	Hourly Rate	# of Hours	(E*F) Salary	Benefits	(G+H) Total	Funding Sources		
								DOC Grant	Cash	In-Kind
County of Sonoma	Jennifer Barrett	Planning Director	\$64	60	3,851	2,249	6,100	6,100		
County of Sonoma	Alicia Cenicerroz	Accounting	\$44	240	10,531	6,482	17,014	17,014		
County of Sonoma	Debbie Latham	County Counsel	\$64	40	2,572	1,470	4,042	4,042		
County of Sonoma	TBD	Planner III	\$44	80	3,487	2,026	5,513	5,513		
County of Sonoma	Sue Dahl	Clerical	\$28	80	2,220	1,402	3,622	3,622		
RCPA	Misty Mersich	Program Analyst	28	1365	38220	20079.15	58299.15	58,299		
RCPA	Lauren Casey	Program Manager	47	582.5	27377.5	13426.625	40804.125	40,804		
RCPA	Suzanne Smith	Executive Director	81	100	8100	2305	10405	10,405		
Total				2,548	96,359	49,440	145,799	145,799	0	0
CONSULTANTS										
						Total	0	0	0	0
SUPPLIES										
						Total	0	0	0	0
MEETINGS, WORKSHOPS										
						Total	0	0	0	0
OTHER										
						Total	0	0	0	0
TRAVEL										
						Total	0	0	0	0
EQUIPMENT										
						Total	0	0	0	0
						Total	145,799	145,799	0	0

ATTACHMENT A to Resolution

Contract Number: 3012-583

Applicant Name: County of Sonoma- Permit & Resource Management Department
Task 2: Develop multi-jurisdictional Community-wide Greenhouse Gas Implementation Program

AGENCY	PERSONNEL	Title	Hourly Rate	# of Hours	(E*F) Salary	Benefits	(G+H)		Funding Sources		
							Total		DOC Grant	Cash	In-Kind
County of Sonoma	Jennifer Barrett	Planning Director	64.18	100	6,418	3,748	10,166	10,166			
County of Sonoma	TBD	Planner III	43.59	300	13,077	7,596	20,673	20,673			
County of Sonoma	Darci Reinier	GIS Tech	39.00	15	585	330	915	915			
SCTA	Chris Barney	Planner	42.13	394	16,616	8,338	24,954	18,627			6,327
SCTA	Janet Spillman	Planning Director	64.56	200	12,912	5,434	18,346	9,173			9,173
SCTA	TBD	Planning Intern	22.00	100	2,200	0	2,200	2,200			
Cloverdale	Karen Massey	ACM/Comm Dev Di	51.91	105	5,451	2,326	7,776	7,776			
Cloverdale	Rob Bartoli	Asst Planner (PT)	26.07	375	9,776	727	10,503	10,503			
Cotati	Vicki Parker	Planning Director	50.64	156	7,900	2,432	10,332	10,332			
Healdsburg	Barbara Nelson	Planner & Building	64.35	70	4,505	2,690	7,195	7,195			
Healdsburg	Jeff Fisher	Assistant Planner	27.08	240	6,499	3,813	10,312	10,312			
Petaluma	Scott Duiven	Senior Planner	43.37	420	18,215	10,062	28,278	28,278			
Rohnert Park	Marilyn Ponton	Planning Director	60.00	95	5,700	1,805	7,505	7,505			
Rohnert Park	TBD	Admin Assist- Billing	30.00	96	2,880	672	3,552	3,552			
Rohnert Park	TBD	Dev Assist	30.00	150	4,488	1,047	5,535	5,535			
Santa Rosa	Chuck Regalia	Comm. Devel. Direc	76.89	50	3,845	1,249	5,094	5,094			
Santa Rosa	Lisa Kranz	Supervising Planner	55.12	385	21,221	6,691	27,913	27,913			
Sebastopol	Kenyon Webster	Planning Director	55.00	200	11,000	5,600	16,600	16,600			
Sebastopol	Sue Kelly	Engineering Directo	55.00	100	5,500	2,700	8,200	8,200			
Sonoma	David Goodison	Planning Director	58.26	80	4,661	1,398	6,059	6,059			
Sonoma	Wendy Atkins	Associate Planner	42.24	355	14,995	4,499	19,494	19,494			
Town of Windsor	Jim Bergman	Planning Director	57.00	65	3,705	2,596	6,301	6,301			
Town of Windsor	Kevin Thompson	Senior Planner	46.00	100	4,600	7,921	12,521	12,521			
Total				4,151	186,749	83,674	270,423	254,923	0	15,500	
CONSULTANTS											
Consultants- (to be hired) Data Analysis, Report preparation, Partner Review , Evaluation of GHG Reduction Targets, Reduction and Adaptation measure development, Quantification of measures, Write CAP											
						Total		351,446			
								351,446	0	0	
SUPPLIES											
City of Cloverdale- Printing , paper (\$10 per packet, 75 copies)											
City of Cotati Supplies- printing, paper (\$10 per packet, 100 copies)											
City of Sebastopol Supplies- printing, paper (\$10 per packet, 15 copies)											
Town of Windsor Supplies, - Printing, paper(\$10 per packet, 90 copies)											
						Total		2,773	0	0	
MEETINGS, WORKSHOPS											
						Total		0	0	0	
OTHER											
County of Sonoma Energy Code Amendments											
City of Santa Rosa Climate Action Plan											
						Total		0	0	300,000	100,000
											200,000
TRAVEL											
						Total		0	0	0	
EQUIPMENT											
						Total		0	0	0	
**All cells are all linked to the cells in the Jurisdiction budget tab											
						Total		609,142	0	315,500	

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Contract Number: 3012-583

Applicant Name: County of Sonoma- Permit & Resource Management Department
Task 3: GRIP Community Public Outreach, Stakeholder Engagement and Local Adoption

AGENCY	PERSONNEL	Title	Hourly Rate	# of Hours	(E*F) Salary	Benefits	(G+H) Total	DOC Grant	Funding Sources	In-Kind
County of Sonoma	Jennifer Barrett	Planning Director	64.18	60	3,851	2,249	6,100	6,100	Cash	
County of Sonoma	TBD	Planner III	43.59	158	6,867	3,989	10,856	10,856		
RCPA	Misty Mersich	Program Analyst	28	300	8,400	4,413	12,813	12,813		
RCPA	Lauren Casey	Program Manager	47	200	9,400	4,610	14,010	14,010		
RCPA	Suzanne Smith	Executive Director	81	233	18,898	5,378	24,276	8,668		15,608
Cloverdale	Karen Massey	ACM/Comm Dev Dir	51.91	105	5,451	2,326	7,776	7,776		
Cloverdale	Rob Bartoli	Asst Planner (PT)	26.07	275	7,169	727	7,896	7,896		
Cotati	Vicki Parker	Planning Director	50.64	129	6,513	2,005	8,518	8,518		
Healdsburg	Barbara Nelson	Planner & Building Direc	64.35	70	4,505	2,690	7,195	7,195		
Healdsburg	Jeff Fisher	Assistant Planner	27.08	240	6,490	3,808	10,298	10,298		
Petaluma	Scott Duiven	Senior Planner	43.37	100	4,337	2,386	6,723	6,723		
Rohnert Park	Marilyn Ponton	Planning Director	60	60	3,600	1,140	4,740	4,740		
Rohnert Park	TBD	Dev Assist	30	60	1,800	420	2,220	2,220		
Santa Rosa	Chuck Regalia	Comm. Devel. Director	76.89	5	412	134	546	546		
Santa Rosa	Lisa Kranz	Supervising Planner	55	20	1,100	348	1,448	1,448		
Sebastopol	Kenyon Webster	Planning Director	55	80	4,400	2,240	6,640	6,640		
Sebastopol	Sue Kelly	Engineering Director	55	30	1,650	810	2,460	2,460		
Sonoma	David Goodison	Planning Director	58.26	52	3,043	913	3,956	3,956		
Sonoma	Wendy Atkins	Associate Planner	42.24	100	4,224	1,267	5,491	5,491		
Town of Windsor	Jim Bergman	Planning Director	57	55	3,705	1,468	5,173	5,173		
Town of Windsor	Kevin Thompson	Senior Planner	46	100	4,591	2,514	7,105	7,105		
Total				2,442	110,405	45,833	156,239	140,631	0	15,608
CONSULTANTS										
Consultants-Social Media, project website, facilitation and expert participation										
SUPPLIES							Totals	100,000	0	0
							Totals	0	0	0
MEETINGS, WORKSHOPS										
City of Cloverdale Public Outreach meetings (2 meetings @ 162.50 each)										
City of Cotati public outreach meetings (2 meetings @ \$50 each										
City of Sebastopol public outreach meetings (2 meetings @ \$412.50 each)										
Windsor Public outreach / Local Adoption meetings (6 meetings @ \$415 each)										
TOTALS							Totals	3,750	0	0
OTHER										
							Totals	0	0	0
TRAVEL (Mileage is calculated at 0.51/mile)										
City of Cotati (98 miles @ 0.51/mile)										
City of Sebastopol (245 miles @ 0.51/mile)										
Town of Windsor (980 miles @ 0.51/mile)										
TOTALS							Totals	675	0	0
EQUIPMENT										
							Totals	0	0	0
							Totals	245,056	0	15,608

Strategic Growth Council/Department of Conservation– Sustainable Communities Planning Grant Award

Detailed Work Plan by Task

Grantee: County of Sonoma, Permit Resource Management Department

Grant Number: 3012-583

Jurisdiction: County of Sonoma, City of Santa Rosa, Cotati, Petaluma, Rohnert Park, Sebastopol, Sonoma, Windsor, Healdsburg, Cloverdale

Project Title: Sonoma County Greenhouse Gas Implementation Program (GRIP)

The following sections detail goals, outcomes, and subtasks of the activity milestones listed in the Work Plan and Budget. The work plan is designed and intended to meet the requirements of CEQA Section 15183.5 to address the cumulative impacts of GHG emissions, and the BAAQMD CEQA Guidelines pertaining to a GHG Emissions Reduction Strategy; and also to provide for a process to allow local policy and program consistency as ABAG develops the Sustainable Communities Strategy for the Bay Area (SB375). The GRIP process will be directed by the County of Sonoma Permit Resource and Management Department (PRMD) as Grant Administrator and the Regional Climate Protection Authority (RCPA) as Project Manager. Other sub-grantees include Planning Staff from each jurisdiction, the Sonoma County Transportation Authority (SCTA), the Climate Protection Campaign (CPC), Sonoma State University Center for Sustainable Communities (SSU), North Bay Climate Adaptation Initiative (NBCAI).

Proposed Committees include:

Process Oversight Committee (POC) - The Process Oversight Committee will meet on a regular basis to track the projects adherence to timeline/milestones. The purpose of the POC is to identify critical paths, make minor changes to the timeline/milestones and provide a forum for early resolution of issues that might result in cost overruns.

Sub- Recipient Committee (SRC) - The Sub-Recipient Committee consists of all the sub-grantees for the Prop 84 grant funding. This group will meet at the beginning of the grant, for a "kick off" meeting and periodically over the 2 year grant period as needed to coordinate or review work products and the program. The City/County jurisdictions will feedback on drafts, collect data, and ensure that the GRIP can be implemented in their jurisdiction. Also, to minimize staff time- the existing Planning Directors Meetings (held by the SCTA/RCPA every month) will be the main venue to inform the City/County Planning Directors, where they will receive updates and key information on the GRIP process.

Stakeholder Advisory Committee (SAC) - The Stakeholder Advisory Committee will help guide the Stakeholder and Outreach process to ensure community input and access to the GRIP process. This outreach process can be done through, public meetings, interviews, focus Groups, and or workshops.

During the GRIP development process it might be determined that other committees are needed, but this would not affect the budget or scope of work.

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- 1.2H Finalize/Revise work plan, scope, targets, objectives, communication protocols, identify key data needs
- 1.2I Regular meetings with Stakeholder Advisory Group
- 1.2J Coordinate with all jurisdictions and set up meeting schedule and project milestones
- 1.2K Ensure timely completion of all grant tasks

Work Product:

- Report to PRMD for billing invoices, progress reports, timeline and deliverables

Time Frame: Month 1-24

Task 2: Develop multi-jurisdictional Community-wide Greenhouse Gas Implementation Program

Task 2.1- Update local and regional GHG inventories and prepare forecasts

Responsible Party: Consultant, with input from jurisdictions, SCTA,

With input from the 10-jurisdictions and SCTA, this task will provide for up-to-date, regionally consistent greenhouse gas inventories for each partner jurisdiction and the County. This effort will build upon the data and analysis completed by the Climate Protection Campaign (CPC) and local governments of Sonoma County to include all relevant sources of greenhouse gas emissions and to be consistent with new or updated protocols for GHG analysis. The GHG inventories will include community-wide and municipal operations GHG emissions for 1990, the current year, and forecast years.

The consultant will use the latest available methodology and protocol from ICLEI- Local Governments for Sustainability- for accounting and reporting of GHG emissions. The current year inventory will calculate emissions from on-road vehicles, off-road vehicles and equipment, electricity and natural gas, solid waste, agriculture and forestry, water supply and wastewater systems, and municipal operations. Other emissions sources may be included in the inventory to ensure compliance with CEQA Guidelines Section 15183.5. The inventory will calculate actual or estimated GHG emissions for the following years:

- 1990 (state baseline, CCAP baseline)
- 2008 (or other appropriate current year)
- 2015 (CCAP target year)
- 2020 (BAAQMD and state target year (EO S-03-05 and AB 32)
- 2035 (SB 375 consistency, SCTA RTP Update)
- 2050 (state target year (EO S-03-05), CCAP target year)

The lead consultant will work with the Sub- Recipient Committee and partner organizations to collect and analyze greenhouse gas emissions. The consultant will work directly with a representative from each jurisdiction to gather data related to community-wide activities and municipal operations. The consultant and partners will also work with the Sonoma County Transportation Authority to maintain regional consistency of vehicle miles traveled (VMT) modeling.

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Action Plans adopted in other cities and counties and which strategies being implemented by local governments are having the biggest impacts on emissions.

Sub-Tasks

- 2.2A Identify GHG reduction strategies (AB 32, General Plans, Transportation plans, county goals, and other regulations)
- 2.2B Identify adaptation strategies in compliance with state and local regulations
- 2.2C Identify and compile of current policies, programs, and efforts related to GHG reduction, sustainability and climate change in the County/Cities
- 2.2D Prepare/review document for input from stakeholder advisory group and Sub- Recipient Committee

Work Product:

1. Draft and FINAL Policy Gap Analysis by jurisdiction and County-wide

Time Frame: Months 2-8

Task 2.3- Evaluate and Prioritize GHG reduction and adaptation strategies

Responsible Party: Consultant, with input from 10- jurisdictions

The Consultant will use the gap analysis developed in Task 2.2 to update and expand upon the reduction strategies included in the CCAP. The Sub- Recipient Committee may focus reduction strategies into the following focus areas:

- Land Use and Urban Design
- Vehicle Use and Fuel Consumption
- Energy Efficiency and Conservation
- Renewable Energy
- Municipal Operations
- Waste Reduction and Diversion
- Water Conservation
- Agricultural and Open Space Conservation
- Education and Economic Vitality

The jurisdictions will review the draft reduction and adaptation standards and provide comments to the lead consultant. Lead consultant will incorporate the jurisdictions' comments and present the final recommendation to the Sub- Recipient Committee. The lead consultant will provide direct assistance to smaller cities in data collection of policies, measures, regulations and other needs identified in the process as needing to be filled by jurisdiction staff.

The consultant will prepare various GHG emissions projections based on future years under the "business as usual" scenario and several other alternatives. An economic analysis of each scenario shall be prepared to assist the decision makers in adopting the specific GHG reduction strategies (and jurisdiction-level GRIP) for their community. The economic analysis shall also include the relative cost-effectiveness of various strategies, i.e. what is the cost in dollars to implement the strategy as compared to the GHG emissions reductions achieved. This task also includes an analysis and recommendation of GHG reduction targets. The emissions projection task should focus on subsequent target years, specifically related to 2020 for AB 32 consistency, to 2035 for SB 375 consistency, and 2050 (a state target year in Executive Order S-03-05 and the existing target year set by the Climate Protection Campaign Countywide CAP). The recommendation memo will analyze different options to achieve GHG reduction targets for Sub- Recipient Committee discussion.

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The Climate Action Plan should include baseline data and relevant analyses that will also be used as part of a programmatic environmental document pursuant to CEQA Guidelines Section 15183.5. The lead consultant will work with a Sub- Recipient Committee that includes the 10 jurisdictions, RCPA, SCTA, Community Partners and sub-consultants to quantify and assess the preferred emissions reduction measures and identify new cutting edge measures and policies as outlined in previous tasks. The Sub- Recipient Committee will provide the necessary data for quantification, including baseline activity data and demographic information per jurisdiction. Emissions reductions will be quantified using a methodology that ensures consistency with AB 32. The Plan will include at least the following factors for strategy quantification and assessment.

- The implementing agency (local agency, developer, site operators, etc.)
- GHG reduction potential in metric tons carbon dioxide equivalent (CO₂e)
- Reductions in electricity (kWh), natural gas (therms), waste (tons), traffic (VMT), vehicle fuel (gallons), and water (gallons), as applicable
- Cost, including:
 - Cost to the local agency
 - Cost to the private sector
- Potential cost savings
- Available funding (local agency sources, grants, rebates, low-interest financing, etc.)
- Co-benefits (e.g., Community health and higher property values)
- Implementation feasibility (and cost-effectiveness and short term and long term economic impact)
- Implementation Plan

The Sub- Recipient Committee will work with the consultant to develop a rating system based on these factors. The rating system will allow for easy comparison across all measures and the identification of "low-hanging fruit" for immediate cost-effective implementation. A cost neutral climate action program is a project objective and may be possible due to the cost savings from efficiency improvements, alternative energy investment payback, fee programs, incentive programs, and other income-generating measures, although it will depend on the measures chosen for inclusion into the GRIP and the emissions reduction target goal.

For the transportation and land use reduction measures, major cost components to be incorporated in the analysis include the cost of new infrastructure, services, or programs and private cost savings from reduced fuel consumption. As part of this task, the Committee will work with SCTA to create consistency with their Comprehensive Transportation Plan.

The Community-wide Climate Action Plan of the GRIP will integrate the detailed measure quantifications and thresholds with supportive text. It will tentatively include the following:

- 1) An introduction to climate change science and regulations.
- 2) A summary of the Greenhouse Gas Emissions Inventory, forecast, and targets for the entire County and each local jurisdiction.
- 3) Community-wide energy use, transportation, land use, agriculture, water, and solid waste reduction strategies and measures, their cost-benefit analysis, implementation time frames, prioritization, and funding sources, including a "road map" for adapting these community-wide measures at the jurisdiction level.

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- PUBLIC Draft and FINAL Comprehensive Communitywide Climate Action plan by jurisdiction

Time Frame: Months 8-18

Task 2.6- Develop Model Policy/Code/Practices Book

Responsible Party: Consultant, with input from 10- jurisdictions

The Lead Consultant will work with the Sub- Recipient Committee to create a draft "plug and play" implementation toolkit of model general plan, zoning and building code amendments and other programs to help facilitate the reductions outlined in the Communitywide Climate Action plan. Model amendments/programs could include the following:

- Overlay zones (e.g., transit-oriented development overlay zones, affordable housing overlay zones, complete neighborhood or sustainable community overlay zones)
- Special use regulations (e.g., renewable energy facilities, live/work standards)
- General development standards (e.g., bicycle facilities in new development, urban infill design standards, solar subdivision standards, construction and demolition recycling ordinance)
- Building code (e.g., green building code, graywater system standards, high-efficiency plumbing)
- Street design standards (e.g., complete streets design standards, landscaping and tree standards)
- Transportation, policies and strategies to reduce VMT, and strategies to implement SB375 through ABAG's Sustainable Communities Strategies, with a special emphasis on innovative cost-effective strategies to increase transit ridership.
- Programs and best practices such as SCEIP, PACE, RESCO, and energy efficiency/renewable energy programs to address municipal operations and existing development

The model ordinances/programs will be chosen based on their effectiveness at achieving the outcomes listed in the GRIP Grant with the Strategic Growth Council. The model ordinances, programs and standards would be made publicly available for comment and use by other jurisdictions. Local Sources of policies, codes and practices could include (this is not an exhaustive list):

- Sonoma County Transportation Authority and Regional Climate Protection Agency
- Sonoma County Agricultural Preservation and Open Space District
- Climate Protection Campaign
- Sonoma County Water Agency
- North Bay Climate Adaptation Initiative
- Sonoma State University Center for Sustainable Communities
- Sonoma County General Services Department
- Sonoma Marin Area Rail Transit Authority
- Sonoma Green Business Program and Business Environmental Alliance
- Sonoma County Public Health and Regional Parks Departments
- Local jurisdictions of Sonoma County including all nine cities in Sonoma County.

Sub-Tasks

- 2.6A Compile list of innovative codes, model policies and practices for future use

ATTACHMENT A to Resolution

the region's sustainability progress indicators and benchmarks. Data for the public website could be generated by the database. Other innovative ideas are welcome from the lead consultant.

Additionally, it is important for the tool to help jurisdiction staff and the RCPA in evaluating future development projects for criteria consistent with the GRIP on an ongoing basis.

Sub-Tasks

- 2.7A Identify detailed scope of work, tasks and timeline
- 2.7B Create online presence for public interface of GRIP tracker
- 2.7C Create a centralized simple database-based tool to track GRIP implementation and jurisdiction and train staff how to use it
- 2.7D Create downloadable document with the region's sustainability progress indicators and benchmarks.

Work Product:

1. ADMIN Draft & Final GRIP Implementation Tracker database tool
2. PUBLIC Final GRIP Implementation Tracker online tool/site

Time Frame: Months 12-24

Task 3: Conduct GRIP Community Public Outreach, Stakeholder Engagement and Local Adoption

The public draft GRIP document will need to be brought to through the public process with the intent to receive input from the community, Stakeholder Advisory Committee members, public bodies, and stakeholders. The consultant will be required to bring the GRIP document through the public process with help from a jurisdiction representative and the RCPA as part of the outreach outlined in Task 3.

Task 3.1- Conduct Public Outreach workshops

Responsible Party: RCPA , with help from Lead Consultant, jurisdictions

This task provides for workshops to be held in each jurisdiction to outreach to community members throughout the region during the GRIP development process. City staff will assist with coordinating the location and time of the workshops in their jurisdiction or provide input on appropriate geographic locations to hold workshops. RCPA will take the lead in facilitating the workshops, and the materials and format will be created by the Lead Consultant.

This task also allows the community to participate in the GRIP process using workshops, online tools and social mediums. Specifically, this task provides for consultant services in support of website development, an email list serve, and social media. The consultant, in coordination with the County and RCPA, will announce the progress of the GRIP via the project website, Facebook and Twitter. "Followers" of the County's GRIP process will be encouraged to comment on the process electronically via email and web form to the County.

Sub-Tasks

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Task 3.4- Conduct Local Adoption Process

The Grant Sub-recipient Committee will continue to meet until all jurisdictions have formally brought the GRIP to their decision maker for the final local adoption. The goal of this is to have local jurisdictions commit to participating in the entire GRIP process. The jurisdiction staff will determine the best option for presenting the GRIP to various councils and public bodies. The RCPA would work with each jurisdiction's staff to ensure consistent adoption. The consultant will create local adoption materials including PowerPoint presentations, template staff reports and other materials that all the jurisdictions can modify for their needs.

Responsible Party: Jurisdictions with help from RCPA and Consultant

Sub-Tasks

- 3.4A Send GRIP documents out for public review according to appropriate jurisdiction protocols.
- 3.4B Present GRIP document at appropriate Planning commission/City Council in each jurisdiction for local adoption according to city or county requirements for a public hearing process.

Work Product:

- **Lead Consultant:** Preparation of materials and availability to present GRIP to local government boards as needed, up to two public meetings per jurisdiction (up to 20 meetings total)
- **Jurisdictions:** Present GRIP to local government boards, Staff presentations at appropriate city staff level meetings and with appropriate city committees and meetings as determined by City staff

Time Frame: Month 18-24

Task 4: Prepare CEQA Document

(Not to be paid for with SGC/DOC Prop 84 Funding)

The lead consultant will be required to prepare the appropriate level of CEQA document pursuant to CEQA Guidelines Section 15183.5 for the GRIP and ensure integration and consistency with all elements of the GRIP. The final document will provide CEQA compliant environmental and public review for the GRIP. It is anticipated that a Programmatic EIR would be the preferred approach, and the EIR process will rely heavily on incorporation by reference of the technical documents, GHG emission reduction and adaptation standards, and emission reduction targets produced for the GRIP project. The CEQA review process will assess relevant substantial evidence in the record, including any applicable standards previously adopted by jurisdictions to reduce GHG's. Because the goal of the GRIP is to be a self-mitigating plan that includes standards for adoption, it is not anticipated that extensive development of new mitigation measures will be required as a part of the EIR process.

The intent of the GRIP CEQA documents to allow future projects the ability and option to tier off the certified GRIP CEQA document in compliance with CEQA Guidelines Section 15183.5.

After adoption of the GRIP, its implementation will include its use as a CEQA tiering document for individual projects. Projects consistent with the GRIP may rely on the programmatic cumulative impact analysis of GHG emissions contained in the certified GRIP EIR. The consultant will need to develop criteria and a process that the jurisdictions

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California Department of Conservation – Division of Land Resource Protection
2012 Sustainable Communities Planning and Incentives Grant Program
Sonoma County, Grant Number: 3012-583

Exhibit C

GRANTEE CERTIFICATION OF COMPLIANCE

By signing this Agreement, Grantee certifies that it is in compliance with all of the following requirements, to the extent that each is applicable:

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

2. Nondiscrimination Clause: During the performance of this Agreement, the Grantee and its subcontractor(s) shall not discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), sexual orientation, marital status, and denial of family care leave. Grantee and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Government Code, Section 12900 *et seq.*), and the regulations promulgated thereunder (California Administrative Code, 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 herein by reference and made a part hereof as if set forth in full.

Grantee and its subcontractor(s) shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

3. Recycling Certification: The Department has a procurement policy that sets purchase goals for, and favors the purchase of, products containing recycled content, both post-consumer and secondary waste. When using grant funds to purchase paper products, fine printing and writing paper, plastic, glass, oil, compost and co-compost, solvents and paint, tire-derived products, and retread tires, the Grantee shall make a reasonable effort to purchase products containing recycled content. Grantee shall report any and all such purchases in status and final reports required pursuant to this Agreement.

4. Drug-Free Workplace Requirements: Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350 *et seq.*) 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:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and
- 4) penalties that may be imposed upon employees for drug abuse violations.

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California Department of Conservation – Division of Land Resource Protection
2012 Sustainable Communities Planning and Incentives Grant Program
Sonoma County, Grant Number: 3012-583

(c) Every employee who works on the Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the Department determines that the Grantee has made a false certification, or violated the certification by failing to carry out the requirements as noted above.

5. Labor Code/Workers Compensation: Grantee needs to be aware of the provisions, which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee agrees to comply with such provisions before commencing performance pursuant to this Agreement. (Labor Code Section 3700)

6. Child Support Compliance Act: For any Agreement in excess of \$100,000, the Grantee acknowledges accordance with the following:

(a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

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

7. Resolution of Support: Grantee must provide the State with a copy of a resolution, order, motion, or ordinance of its governing body, which by law has authority to enter into an agreement, authorizing execution of an agreement.

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

9. Compliance with Other Laws, Including CEQA: The Grantee shall comply fully with all applicable federal, state and local laws, ordinances, regulations and permits and shall secure any new permits required by authorities having jurisdiction over the project(s), and maintain all presently required permits. The Grantee shall ensure that any applicable requirements of the California Environmental Quality Act are met in carrying out the terms of the grant.

10. Use of State Funds to Assist, Promote or Deter Union Organizing: Grantee shall not use state funds, including grant funds, to assist, promote or deter union organizing. Government Code Section 16645.1(d) provides that Grantee shall be liable to the State for the amount of any funds expended in violation of this prohibition, plus a civil penalty equal to twice the amount of those funds. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee shall maintain records sufficient to show that state funds have not been used for those expenditures. The Grantee shall provide those records to the Attorney General upon request.

11. Payee Data Record Form (Std. 204): This form must be completed by all contractors and grantees and submitted to the State before the start of any grant. Grantee shall submit a new form anytime there is an address change.

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GRIP SCOPE OF WORK SUMMARY

Responsible Party: City of Petaluma, City of Cotati, City of Rohnert Park, City of Sebastopol, Town of Windsor, City of Healdsburg, City of Cloverdale, City of Sonoma, County of Sonoma

Local city/county planning staff is integral to the success of the GRIP. The GRIP process will result in an implementable Climate Action Plan for each jurisdiction that can be adopted through a public hearing process at the local level. City/county staff engagement is needed to give direction on GRIP elements including the Climate Action Plan, model codebook, implementation tracker and programmatic CEQA document. Additionally, City/county staff is needed to work with RCPA staff to construct a public outreach plan specific to the needs in each community. Ultimately, city/county staff will be bringing the GRIP through the local adoption process with support from the RCPA and consultant team.

City/county staff, the lead consultant, RCPA and SCTA will be brought together through the creation a Grant Sub-Recipient Committee (GSRC). This core group will drive the process of the GRIP development and see the project through to adoption in each jurisdiction. More detail on the expectations for this committee is in Task 3.2 below.

RCPA staff will be the project manager and main contact for this collaborative process and will help to facilitate the interactions among all the jurisdictions, with the Lead Consultant (ICF) and the local community partners. The cities of Rohnert Park and Cotati will require additional staff support from ICF and RCPA for data collection; sample staff reports preparation, and other support level duties as needed

The City of Santa Rosa adopted a CEQA compliant Community Climate Action Plan (CAP) for their community on June 5, 2012, and is currently in the process of writing a Municipal Climate Action Plan. It is not the intention of the GRIP to change or alter the City of Santa Rosa Community wide or Municipal CAP as it stands today. The Lead Consultant will not prepare a new GHG inventory or Climate Action Plan for the City of Santa Rosa. It is the goal of the GRIP process to ensure collaboration and consistency among the Sonoma County region to reach greenhouse gas reduction goals. Since Santa Rosa is the only city to have completed a CAP, they are invaluable as a local resource and guidance for the GRIP process. The City of Santa Rosa staff will participate in the GRIP process to help ensure collaboration amongst all jurisdictions, provide guidance on key milestones and the implementation of their currently adopted CAP will benefit from the tools created during the GRIP process. The City of Santa Rosa will have a separate Scope of Work to outline its responsibilities in the GRIP process.

Task 2 – Develop Multi-Jurisdictional Community-wide GHG Implementation Reduction Program

Task 2.1—Update Local and Regional GHG Inventories and Prepare Forecasts

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. In order for projects in each jurisdiction to tier from the common reduction plan, GHG inventories and reduction plans for *each* of the jurisdictions, need to have the same baseline year. As a member of the GSRC, jurisdiction staff will collaborate with the other jurisdictions and work with the RCPA to select the base year for all the GRIP inventories based on a consideration of advantages and disadvantages.

Jurisdiction staff will review and provide comment on the draft and final GHG inventory and forecast prepared by ICF via an Excel workbook. Staff will have the opportunity to ask questions and provide feedback via a webinar with ICF, at the GSRC meetings and via e-mail following review of the Excel workbook. The goal is that cities become familiar with their own inventories prior to the reduction planning step and prior to sharing inventory information with the public.

The workbook will include emissions data for individual jurisdictions' municipal operations where available (such as data related to emissions related to water, wastewater, and landfills), but will not include a separate inventory for municipal operations.

For more detail on the process ICF will use to conduct the inventory see their scope of work in Task 2.1.

Task 2.2—Policy Gap Analysis

The gap analysis will be done by ICF and will identify current policies, programs, and efforts related to sustainability and climate change within each jurisdiction, identify regional inconsistencies, and suggest areas for improvement and further coordination. The gap analysis will also identify barriers to sustainable development within general plans, and municipal building and zoning codes.

Jurisdiction staff will provide current policy and program documents to RCPA staff unless the documents already easily available on the jurisdiction's website. RCPA will first compile an Excel spreadsheet to track existing policies and programs in each jurisdiction through a web search. Jurisdiction staff will review this spreadsheet and inform RCPA if there are any relevant policies or programs that need to be added to the list. Jurisdiction staff will also review and provide comment on the overall policy gap analysis completed by ICF.

For more detail on the process ICF will use to conduct policy gap analysis see their scope of work in Task 2.2

Task 2.3—GHG Reduction Analysis

Jurisdiction staff will review and participate in the development and selection of the draft reduction measures and provide comments to ICF. Using the Policy Gap Analysis completed in Task 2.2, ICF will identify all existing quantifiable measures and prepare a list of new quantifiable measures to include in the CAP. Jurisdiction staff will work with the RCPA and

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Lead Consultant to help achieve regional consistency in the new measures. ICF will create a GHG Reduction Planning Tool for the jurisdictions. This tool will be an interactive Excel spreadsheet model, where the jurisdictions can make selections and see the GHG reduction consequences of their choices. This will allow jurisdictions to provide feedback to ICF on the most attractive and feasible new measures in order to streamline the GHG and cost quantification. Jurisdictions will receive the following tools:

- Reduction Tool v.1.0 – creates a list of existing and proposed measures in an interactive GHG reduction planning tool (Excel)
- Target Setting Exercise – provides target options and pros/cons of each along with recommendations
- GHG/Cost Quantification – quantifies GHGs and associated costs of implementing each measure
- Reduction Tool v.2.0 – allow jurisdictions to select different combinations of measures to work toward a future 2020 target; allows limited adjustment of parameters for 2035 and 2050 scenarios (Excel)
- Reduction Tool v.3.0 – Incorporates jurisdictional selections made in V2.0 and calculates final GHG reduction and cost totals, creates charts and plots, included inventories for all milestone years, 2020 measures and 2035 and 2050 scenarios.

GHG Reduction Planning Tool v1.0

Tool v1.0 will contain all existing policies and programs along with a list of new reduction strategies. Tool v1.0 will be organized into non-quantifiable and quantifiable measures. Jurisdictions will review v1.0 to identify the new measures that are most applicable to them. This will allow jurisdictions to provide feedback to ICF on the most attractive and feasible new measures in order to streamline the GHG and cost quantification. The tool uses ICLEI protocols supplemented with CAPCOA guidance and other sources.

Target Identification

In 2008, the Community Climate Action Plan prepared by the Climate protection Campaign, has the Community wide target set at 25% below 1990 levels by 2015. Because the adoption of the GRIP may not occur until 2015, the GSRC will work collectively with RCPA to determine the best target to set for the GRIP.

GHG Reduction Tool V2.0

Tool v2.0 will include the GHG reductions and cost analysis for all existing and new quantifiable measures that the cities have selected in v1.0. It will also include the GHG inventories and forecasts so that cities can compare the emission reductions to their BAU emissions. Our cost/benefit analysis will be specific in nature to provide dollar estimates of costs and savings. This tool will also provide a qualitative co-benefit analysis for each measure. These benefits generally include reductions in criteria pollutants, job growth, economic growth, and public health improvements. Jurisdiction staff will provide input to ICF to ensure that the co-benefits outputs of the analysis will meet the jurisdictions' needs.

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Transportation Strategies Evaluation for GHG Reduction Tool v2.0

A subsection of the tool will be developed by Fehr & Peers as a high-level planning spreadsheet tool (based on the final list of strategies) for each jurisdiction to evaluate the transportation strategies they will consider for implementation as part of the CAP. The tool will provide the jurisdictions with initial estimates of effectiveness for individual strategies and strategies in combination based on their urban context and degree of implementation. The tool may also provide high-level cost estimates/ranges to allow jurisdictions to compare implementation costs amongst strategies.

Economic Analysis for Reduction GHG Tool v2.0

ICF will conduct economic analysis of the GHG reduction scenarios to enable a comparison of the relative cost-effectiveness of different options. Jurisdiction staff will provide input to ICF to ensure that the quantitative outputs of the analysis will meet the jurisdictions' needs.

GHG Reduction Tool v3.0

Feedback provided by the jurisdictions to ICF on v2.0 will be used to help to prepare Tool v3.0. Tool v3.0 will allow jurisdictions one additional round of review for their measure selections. This additional round of review will allow ICF to incorporate any new information, methods, and recommendations from the cities/stakeholders. ICF will incorporate feedback from v3.0 into the GHG and cost quantification for the CAP document.

For more detail on the process ICF will use to conduct GHG measure analysis see their scope of work in Task 2.3.

Task 2.4—Evaluate and Analyze Adaptation and Resiliency Strategies

The GRIP will include strategies for climate change adaptation specific to Sonoma County, which will be prepared by the North Bay Climate Adaptation Initiative (NBCAI). NBCAI will work with local stakeholders and experts to address climate change impacts on human populations and natural systems including, but not limited to: increased risk of wildfire, loss of land to sea level rise, saltwater intrusion, flooding, reduction in agricultural productivity, increased occurrence of heat waves, and a decrease in water supply due to drought.

The GSRC will have an opportunity to review the analysis and work done by NBCAI and provide comment on the adaptation strategies.

Task 2.5—Develop Community-wide Multi-jurisdictional Climate Action Plan (CAP)

The final product will be a single Climate Action Plan document that combines and presents all technical components of the project (GHG inventories, GHG forecasts, GHG reduction measure quantification, GHG reduction measure cost analysis), as well as adaptation strategies, implementation checklists, and technical documentation for the CEQA analysis. The CAP document will have a separate chapter for each jurisdiction that will describe the jurisdiction, present the jurisdiction's inventory, forecasts, reduction target, selected GHG reduction measures

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and costs and savings for the selected measures and other relevant information. Jurisdiction staff will be able to provide input as the document is developed. ICF will create a matrix for each jurisdiction that displays these considerations in a tabular format for the GHG reduction measures selected in the reduction Tool v3.0. ICF will work the RCPA and GSRC to present all the factors clearly, discuss options for rating measures for use by individual jurisdictions, and provide decision support to the jurisdictions to help the communities do their own rating of the measures based on their own unique priorities.

The CAP will include the following:

- An introduction to climate change science and regulations.
- A summary of the Greenhouse Gas Emissions Inventory, forecast, and targets for the entire County and each local jurisdiction
- Community-wide energy use, transportation, land use, agriculture, water, and solid waste reduction strategies and measures, their cost-effectiveness analysis, implementation time frames, prioritization, and funding sources, including a “road map” for adapting these community-wide measures at the jurisdiction level
- A summary of existing municipal reduction strategies and measures, cost-effectiveness analysis, implementation time frames, prioritization, and funding sources (based on existing information; not developed as part of this scope).
- Adaptation and resiliency policies for anticipated climate change impacts, including strategies, implementation time frames, delegation of responsibility, and finance mechanisms
- Standards for monitoring and assessment, mechanisms for annual evaluation, and strategized primary and intermediate reduction targets to facilitate attainment of overall objectives to reduce emissions to target levels
- A compliance checklist for use by local agency planning staff to assist in determining a project’s consistency with the GRIP

In describing the different GHG reduction measures, the CAP will identify the following:

- The implementing agency (local agency, developer, site operators, etc.)
- GHG reduction potential in metric tons carbon dioxide equivalent (CO₂e)
- Reductions in electricity (kWh), natural gas (therms), waste (tons), traffic (VMT), vehicle fuel (gallons), and water (gallons), as applicable
- Cost, including:
 - Cost to the local agency
 - Cost to the private sector
 - Potential cost savings
- Available funding (local agency sources, grants, rebates, low-interest financing, etc.)
- Co-benefits (e.g., Community health and higher property values)
- Implementation feasibility (including cost-effectiveness and qualitative assessment of short term and long term economic impact)
- Implementation actions

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For more detail on the process ICF will use to write the CAP document see their scope of work in Task 2.5

Task 2.6—Develop Model Policy/Code/Practices Book

RCPA will work with the GSRC to create a draft “plug and play” implementation toolkit containing model general plan, zoning and building code amendments and other programs to help facilitate the reductions outlined in the Communitywide GRIP. The GSRC will have an opportunity to review and provide feedback during the development of the book.

Model amendments/programs could include the following:

- Overlay zones (e.g., transit-oriented development overlay zones, affordable housing overlay zones, complete neighborhood or sustainable community overlay zones)
- Special use regulations (e.g., renewable energy facilities, live/work standards)
- General development standards (e.g., bicycle facilities in new development, urban infill design standards, solar subdivision standards, construction and demolition recycling ordinance)
- Building code (e.g., green building code, graywater system standards, high-efficiency plumbing)
- Street design standards (e.g., complete streets design standards, landscaping and tree standards)
- Transportation, policies and strategies to reduce VMT, and strategies to implement SB375 through the regional Sustainable Communities Strategy, with a special emphasis on innovative cost-effective strategies to increase transit ridership.
- Programs and best practices such as SCEIP, PACE, RESCO, and energy efficiency/renewable energy programs to address municipal operations and existing development

For more detail on the guidelines, RCPA will follow in the creation of this book see Exhibit A.

Task 2.7—GRIP Implementation Tracker and Tools

In order to track the effectiveness of the GRIP, jurisdictions need a central place to store program details, implementation milestones, and measure progress. This tool must be easy to use, intuitive, centrally located, and consistent with the inventories, projections, and reductions analysis. Since the local measures and actions may differ for each jurisdiction, maintaining consistent data entry and reporting will be challenging. Different jurisdictions will likely have different needs for tracking inputs and outputs; some may be able to report metrics that others cannot. The tool needs to cater to all jurisdictions and track all-important indicators/metrics/benchmarks for all measures without becoming too cumbersome or difficult to use. It must distill complex tracking data to the most useful and important information. The tool must also engage the public and show the progress of the GRIP.

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Jurisdictions will be provided with a scoping memo prepared by ICF to identify the key parameters to include in the tracking tool, present a timeline for city/county updates to the tracker, outline options for the look of the tracker interface, and discuss characteristics of the online public interface. ICF will incorporate feedback from jurisdictions on the memo into the development of the tracking tool to make sure that the tool contains all desired functions and capabilities.

For more detail on the process is defined in ICF scope of work Task 2.7.

Task 3: Conduct GRIP Community Public Outreach, Stakeholder Engagement and Local Adoption

The goals of the public outreach task are to educate, inform, and engage stakeholders and the public. RCPA will work with ICF and the jurisdiction staff to prepare a comprehensive communication plan that guides the outreach process leading to local adoption of the CAP. The communication plan will include a schedule; partnership, audience, and stakeholder identification and methods of communication for various groups; goals and key messaging; workshop and meeting format; outreach materials needed, such as fact sheets, web page to be hosted by RCPA, and social media accounts. Jurisdiction staff will be involved to ensure that the outreach efforts meet the specific needs of each jurisdiction.

For more detail on Outreach and Adoption process, see Exhibit A Grant Scope of work, Task 3.

Task 3.1—Conduct Public Outreach Workshops

This task provides two public outreach workshops to be held per jurisdiction during the development of the GRIP. Jurisdiction staff will work with the RCPA to coordinate the location and time of the workshops within their jurisdiction or provide input on an appropriate geographic location to hold workshops. RCPA will take the lead on facilitating the workshops, but jurisdictions staff will be present to hear public input and respond to jurisdiction-specific issues as needed. Jurisdiction staff will be responsible to notify their residents according to their established public outreach protocols.

To assist in the public outreach process, RCPA will work with ICF to develop the meeting format and supporting materials translated, as necessary, into appropriate languages (meeting agenda, sign-in sheets, nametags, informational boards, and other materials as determined). Additionally, RCPA will be working with ICF to create a communications plan, information sheets, and develop a brand for the GRIP.

Task 3.2—Attend Grant Sub-Recipient Committee Meetings

The jurisdiction staff listed on the GRIP grant makes up the members of the GSRC. This core group will drive the process of the GRIP development and see the project through to adoption. It will meet on a regular basis to review project milestones, deliverables and coordinate the public outreach process and workshops. It is anticipated that meetings will take place every 2-3 months. Since most of the members of this committee will also attend at the Planning Advisory Committee

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(PAC), meetings held at the SCTA once a month, RCPA will also utilize the PAC as appropriate to engage jurisdictions staff in GRIP development.

Task 3.3—Engage Stakeholder Advisory Group

Jurisdiction staff will identify key stakeholders in their community that can help RCPA communicate information about GRIP, inform the process, build support, and address concerns. RCPA will work to identify representation to the stakeholder group from diverse sectors throughout the county. Members could come from, but are not limited to disadvantaged communities, local business groups, nonprofits, environmental organizations energy providers, agricultural and tourism interests, the development and construction industry, and other governmental agencies that are not grant sub-recipients.

As a part of the communications plan creation, RCPA will determine the group's role in the GRIP development, structure and best way to engage them in the process.

At a minimum, formal stakeholder engagement will occur at the following milestones (4 in-person meetings).

- Draft GHG Inventory and Forecast
- Reduction Tool v2.0
- Public Draft CAP/ Draft EIR
- Final CAP/Final EIR

Task 3.4—Participate in Local Adoption Process

The GSRC will continue to meet until all jurisdictions have formally presented their “chapter” section of the GRIP to their decision makers for final local adoption. Local jurisdictions are asked to commit to participating in the entire GRIP process and adopting a CAP. Jurisdiction staff will determine the best option for presenting the GRIP to various councils/boards, city/county level staff meetings, or local advisory committee meetings, and will bring the GRIP through the local adoption process in their own jurisdiction. The RCPA will work with each jurisdiction's staff to ensure consistent presentation and provide resources and guidance on the local adoption process as necessary.

To support the local adoption process ICF will prepare presentation materials, template staff reports and other materials that the jurisdictions can modify for their needs. ICF will attend up to two public hearing meetings per jurisdiction, (could be one meeting with the Planning Commission and one with the City Council or Board of Supervisors, but jurisdiction staff can determine the best use for ICF). RCPA staff will be available to attend meetings as appropriate to help support jurisdiction staff through the local adoption process.

Task 4: Environmental Documentation (ICF)

ICF will prepare a Program EIR that evaluates the environmental impacts of GRIP implementation in Sonoma County. The RCPA will be the CEQA Lead Agency and the cities and the County will be Responsible Agencies. Projects consistent with the GRIP will be able to

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rely on the programmatic cumulative impact analysis of GHG emissions contained in the certified GRIP EIR as provided in CEQA Guidelines Section 15183.5. ICF will develop criteria and a process that the jurisdictions will use to determine if a future project is consistent with the GRIP. The EIR process will rely heavily on incorporation by reference of the technical documents, GHG emission reduction and adaptation standards, and emission reduction targets produced for the GRIP itself.

In addition to the normal role of a Responsible Agency under CEQA (e.g., commenting on the Notice of Preparation and Draft EIR and utilizing the Program EIR in the jurisdiction's adoption process), jurisdiction staff will have an opportunity to participate in preparation of the EIR. This will occur through the tasks outlined above as well as an opportunity to review administrative draft EIR sections that are particularly relevant to individual jurisdictions. The goal of this process is to produce a Program EIR that fully meets the needs of each Responsible Agency in their respective adoption process.

For more detail on ICF's approach to the Programmatic EIR, see their scope of work in Task 4.

Draft Project Schedule

A summary schedule is shown in the table below, as prepared by ICF. A more detailed schedule broken down by task and subtask, and showing relationships between tasks will be prepared and given to the GSRC at the project kickoff meeting.

Schedule

[illegible]

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[illegible]

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EXHIBIT C

[Jurisdiction Specific Budget]

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Name:

City of Rohnert Park

PERSONNEL Name	Title	Hourly Rate	# of Hours	(F*G) Salary	Benefits	(H+I) Total	Funding Sources		
							DOC Grant	Cash	In-Kind
Task 2: Develop Multi-jurisdictional Community-wide Greenhouse Gas Implementation Program	Marilyn Ponton	60	95	\$5,700	\$1,805	\$7,505	\$7,505	\$0	\$0
	TBD	30	96	\$2,880	\$672	\$3,552	\$3,552		
	TBD	30	150	\$4,488	\$1,047	\$5,535	\$5,535	\$0	\$0
Task 3: GRIP Community Public Outreach, Stakeholder Engagement and Local Adoption	Marilyn Ponton	60	60	\$3,600	\$1,140	\$4,740	\$4,740	\$0	\$0
	TBD	30	60	\$1,800	\$420	\$2,220	\$2,220	\$0	\$0
Total Salaries							\$23,552	\$0	\$0
SUPPLIES									
supplies (printing, paper)									
Totals							0	0	0
MEETINGS, WORKSHOPS									
Public Outreach Meetings									
Totals							0	0	0
OTHER									
Totals							0	0	0
TRAVEL									
Travel to meetings, workshops (.55/mile)									
Totals							0	0	0
EQUIPMENT									
Totals							0	0	0
Grand Total							23,552	0	0

EXHIBIT D

Section I – Insurance to be maintained by City

With respect to this Agreement, City shall maintain insurance and/or self-insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*.

1. Workers Compensation and Employers Liability Insurance

- a. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- b. Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- c. Required Evidence of Insurance: Certificate of Insurance.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. City is responsible for its own self-insured retention and shall fund such self-insured retention upon written request by the County, regardless of whether that party has a claim against its insurance or is named as a party in any action involving the other.
- d. City's policy shall include an endorsement naming the County of Sonoma, its officers, agents and employees, as additional insureds for liability arising out of operations by or on behalf of City with respect to the performance of this Agreement.
- e. The City's policy shall include an endorsement naming the State of California, its officers, agents, employees, and servants as additional insureds.
- f. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by the additional insureds.
- g. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- h. The policy shall cover inter-insured suits between County and City and include a "separation of insureds" or "severability" clause which treats each insured separately.
- i. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limits: \$1,000,000 combined single limit per accident.
- b. Insurance shall apply to all owned autos. If City currently owns no autos, City agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall apply to hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

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4. Public Officials Errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 per wrongful act.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of this Agreement.
- d. Required Evidence of Insurance: Certificate of Insurance.

5. Standards for Insurance Companies

Commercial Insurers shall have an A.M. Best's rating of at least A:VII.

6. Documentation

- a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. The City agrees to maintain current Evidence of Insurance on file with the County for the entire term of this Agreement.
- b. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- c. The parties shall provide each other with immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

7. Policy Obligations

The parties' indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Section II – Insurance to be maintained by consultants under the Grant

The Insurance Exhibit below shall be attached to all consultant contracts under the Grant.

Exhibit _____

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Consultant has employees.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

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If Consultant currently has no employees, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
- d. The County of Sonoma, its officers, agents and employees shall be additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement (Insurance Services Office endorsement CG 20 10 or equivalent).
- e. The State of California, its officers, agents, employees and servants; the Sonoma County Regional Climate Protection Authority and the Cities and Towns represented by the RCPA Board of Directors, their officers, agents and employees shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant (Insurance Services Office endorsement CG 20 26 or equivalent. Endorsement CG 20 10 or equivalent is NOT acceptable.)
- f. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- g. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- h. The policy shall cover inter-insured suits between County and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.
- i. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limits: \$1,000,000 combined single limit per accident.
- b. Insurance shall apply to all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall apply to hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 per occurrence.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.

ATTACHMENT A to Resolution

- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. Required Evidence of Insurance: Certificate of Insurance.

5. Standards for Insurance Companies

Insurers shall have an A.M. Best's rating of at least A:VII.

6. Documentation

- a. The Certificate of Insurance must include the following reference: [insert contract number or project name].
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. Required Evidence of Insurance shall be submitted to: [insert exact name and address].
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8. Material Breach

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.