

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF FRESNO
AND PARTNERS REGARDING ADMINISTRATION OF GRANT FUNDING FROM
THE TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM**

This Memorandum of Understanding (MOU) is entered into on this _____ day of _____, 2018, by and between the City of Fresno (City) and _____ Partners, individually, as set forth in Exhibit C hereto (Partners). The MOU is entered into pursuant to the requirements of the 2017 Transformative Climate Communities (TCC) Program Final Guidelines Dated October 23, 2017 (Guidelines) to memorialize the collaborative stakeholder structure, legal and financial considerations governing the collaborative stakeholder structure, transparent decision-making processes, meeting facilitation procedures, and processes for involving community representatives in decision-making, resolving disputes, and procedure for adding or removing Partners.

RECITALS

WHEREAS, for Fiscal Year 2016/2017, the California Legislature has appropriated \$140 million for a new state grant program, the TCC Program (Grant); and

WHEREAS, funds have been appropriated to the Strategic Growth Council through the Governor’s Office of Planning and Research by the Budget Act of 2016 (AB 1613; Section 4);

WHEREAS, as part of an initial rulemaking by the Strategic Growth Council on December 6, 2016, a minimum of \$70 million of that appropriation was allocated for the City of Fresno; and

WHEREAS, the Grant Guidelines indicate that community based organizations, local governments, nonprofit organizations, joint powers authorities, and other various entities are eligible applicants and may submit applications for funding a project area within an eligible city; and

WHEREAS, the Grant Guidelines require eligible applicants to form a Collaborative Stakeholder Structure to develop and submit applications based upon a shared vision and sign a Memorandum of Understanding that sets forth the governance of the organizational structure; and

WHEREAS, the Grant Guidelines require designation of one lead applicant and a number of Partners; and

WHEREAS, the City has been designated the Lead Applicant; and

WHEREAS, the City as Lead Applicant will enter into a Grant Agreement with the Strategic Growth Council and be responsible for compiling and submitting all invoices and reporting documents; and

WHEREAS, the City will be responsible for approving disbursement of Grant Funds to all Partners; and

WHEREAS, the City and Partners have submitted a full application for an Implementation Grant and

WHEREAS, in furtherance of that application, the City and Partners desire to enter into this MOU.

NOW, THEREFORE, in consideration of the promises set forth herein, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties, as participants in the State of California's TCC Program administered through the Strategic Growth Council, hereby agree to the following terms and responsibilities for administration of the Grant Program as follows:

1. INCORPORATION OF RECITALS. The parties hereby affirm and incorporate by reference into this MOU the Recitals set forth above.
2. DEFINITIONS.
 - a. "City" shall mean the City of Fresno, its employees, agents, or other designees assigned by the City Manager or the Fresno City Council. For the purpose of the TCC Program, the City is the lead applicant and the grantee.
 - b. "Grant Term" shall mean a period of five years beginning from the date of execution of a Grant Agreement between the City and the Strategic Growth Council as well as for the term of any required reporting period of up to five additional years.
 - c. "Partner" shall mean all entities legally incorporated in the State of California that act together with the City for the purpose of supporting the implementation of the Project.
 - d. "Project" shall mean the development, venture, undertaking, task or work that Partner is to complete as generally described in the Master Grant Agreement entered into by the City of Fresno and the Strategic Growth Council. Partner shall complete the project substantially in the form and manner presented herein.
 - e. "Stakeholder" shall mean all members of the community with an interest in the successful implementation of the TCC program participating in the application, submission and implementation of TCC grant funds, including but not limited to the Implementation Committee, Outreach and Oversight Committee, and the Community Engagement Collaborative.
 - f. Except as otherwise defined herein, all capitalized terms shall be as defined in the TCC Program Guidelines.
3. TERM. The term of this MOU shall extend for the entirety of the Grant Term. This MOU shall remain in effect until all rights, duties and responsibilities of the parties are exhausted, except those provisions, by which the express terms or nature and context are intended to survive termination or expiration of this MOU.

4. COLLABORATIVE STAKEHOLDER STRUCTURE.

- a. Structure. The Collaborative Stakeholder Structure (CSS) will facilitate Stakeholder participation in the implementation of the TCC Proposal and includes the Lead Applicant, Partners, Outreach & Oversight Committee and local Fresno community stakeholders. The roles and responsibilities of each of these parties are described below and shown in Exhibit A.
- b. City of Fresno as the Lead Applicant is tasked with the responsibility of implementing the Grant Agreement with the Strategic Growth Council which includes compiling and submitting all invoices and reporting documents; monitoring transformative requirements, implementing the transformative plans which include community engagement, workforce development and displacement avoidance; serving as the primary fiscal agent; ensuring a fair, transparent, accountable, and participatory implementation process; and ensuring continuation of the public participation process structure of the CSS, including public meetings, public website, channels for receiving public comment via email, phone and in person.
- c. Partners. Partners shall be responsible for implementation of the transformative requirements and Project delivery, as well as evaluation and reporting for individual Projects.
 - i. Ensure delivery of Projects in accordance with Program Guidelines and Grant Agreement.
 - ii. Monitoring Transformative Requirements and indicator tracking and reporting.
 - iii. Providing Project-related information and data to the Third-Party Evaluator to identify additional indicators for tracking and monitoring based on selected Project types.
- d. Outreach and Oversight Committee. The Outreach and Oversight Committee is an advisory committee that shall be a resource for community collaboration and feedback, provide overall guidance on implementation and the transformative plans, and material changes to the Projects including major budget or programmatic changes.
 - i. The Outreach and Oversight Committee is made up of sixteen Committee Members (Members) represented by four members from Chinatown, four members from Downtown and eight members from Southwest Fresno.
 - ii. Current and replenishment Members are required to live, work, or own property in the Transform Fresno Community area as depicted in Exhibit B; cannot be a Partner; and must have held eligible voter status on the former Community Steering Committee,. Members will be required to disclose

any financial interests in Projects or Partner agencies through a conflict of interest disclosure substantially similar to the form set forth in Exhibit D. Member vacancies will be filled through nominations submitted to the Outreach & Oversight Committee via a publicly advertised process including but not limited to posting on the dedicated publically accessible website, flyers at community events and through communications efforts by the Outreach & Oversight Committee Members. Nominations will be reviewed for community leadership with preference given to Community Area residents, Community based groups, religious institutions, advocates, business owners, and community development corporations. Nominations will be voted on by existing Members based on a majority vote and appointments will be confirmed by the Mayor. The Mayor shall also appoint a Chair who will be responsible for facilitating the Committee meetings.

- iii. Members will serve a two year term but are eligible for reelection in accordance with the nomination and appointment process.

5. COMMUNITY OUTREACH. The Lead Applicant shall be responsible for organizing all committee meetings in coordination with the Outreach & Oversight Committee Members and Partners and according to the Community Engagement Plan of the Transform Fresno project.

a. Communication

- i. The Lead Applicant shall maintain a publicly accessible website with regular updates and information about both the overall grant program and all individual projects. The website shall include a section which provides the public opportunity to submit feedback or request information through an online contact form. All requests received by the Lead Applicant via the website online contact form will be responded to within 48 hours.
- ii. The Lead Applicant shall maintain a dedicated phone number and email address. All requests received via the phone number and email address will be responded to within 48 hours.
- iii. The Lead Applicant will establish a list of media outlets and contacts, and public places in consultation with the Outreach & Oversight Committee for distribution of materials and information for the public.

b. Meetings:

- i. Outreach & Oversight Committee Meetings: The Outreach & Oversight Committee shall set its meeting schedule to include open sessions on a quarterly basis that will be open to the public, held in ADA accessible locations in the project area and at times which are convenient to the public. Members of the Outreach & Oversight Committee and Partners will facilitate and are required to attend all quarterly meetings. The Quarterly meetings are a forum for community members and Stakeholders to receive verbal and written progress reports on implementation, project updates, and discuss questions, concerns, suggestions and comments about the TCC program.
- ii. Input from community members received in writing at the Quarterly meeting will be evaluated through the Outreach & Oversight Committee and reported back via the monthly newsletter and publically accessible website.
- iii. The Lead Applicant shall post agendas and meeting information on its publicly accessible website at least seventy-two hours before the convening of any public meeting and provide paper copies for attendees. Distributed materials for the Transform Fresno process are available upon request in paper format.
- iv. Meeting minutes for quarterly meetings shall be made accessible for public review within 10 business days of meeting date.
- v. Videos of each quarterly meeting shall be recorded and posted on the publicly accessible website within 10 business days of meeting date.
- vi. Sign in sheets will be created for all quarterly meetings and made accessible for public review within 10 business days of meeting date.
- vii. Services of an interpreter and additional accommodations such as assistive listening devices can be made available for public meetings. Requests for accommodations should be made more than five working days but no later than 48 hours prior to the scheduled meeting/event by contacting the Lead Applicant.

6. TRANSPARENT DECISION-MAKING PROCESS AND PROCESS FOR INVOLVING COMMUNITY REPRESENTATIVES IN DECISION MAKING.

- a. The Outreach & Oversight Committee shall collaborate and facilitate community input, including specified community groups during the administration of the Grant Program. The community

shall have a permanent and ongoing opportunity to provide feedback to the Outreach & Oversight Committee. The Outreach & Oversight Committee will provide overall guidance on implementation and the transformative plans but specifically on material changes to the Projects including material budget or programmatic changes. The Lead Applicant and all impacted Partners must consider in good faith the recommendations from the Outreach & Oversight Committee. It is the goal, but not a requirement, of the process to have the majority of recommendations or advisory statements to be supported by the majority of the Outreach & Oversight Committee members.

7. ADHERENCE TO REQUIREMENTS:

- a. Changes, additions, alterations and all other material changes to the Collaborative Stakeholder Structure , Transform Fresno Project, and TCC Funding activities such as the Transformative Plans will be processed in accordance with the terms of the TCC Program Guidelines and Master Grant Agreement.

8. DISPUTE RESOLUTION

- a. Disputes which arise out of the implementation of the projects will be facilitated by the Lead Applicant in consultation with the Outreach & Oversight Committee. Any material changes resulting from the disputes will be processed in accordance with Section 7 above.

9. LEGAL AND FINANCIAL CONSIDERATIONS.

- a. Fiscal Agent. The Fiscal Agent shall be the City. The City shall maintain legal, fiscal, and fiduciary responsibilities, including managing grant funds in accordance with State regulations, policies and guidelines. The City is responsible for the development and submission of all reports to the State and additional funding agencies, bookkeeping, accounting, and grant compliance services. The Lead Applicant will enter in a Master Grant Agreement with SGC which details the processes for the aforementioned considerations, the Lead Applicant will enter into Pass-Through agreements with each Partner to pass through necessary requirements from the SGC.

10. NONDISCRIMINATION. To the extent required by controlling federal, state and local law, the Lead Applicant, Partners, and Outreach & Oversight Committee (Parties) shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran

or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, the Consultant agrees as follows:

- a. The Parties will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.
- b. The Parties will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. The Parties shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to the Parties' employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Parties agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

11. COUNTERPARTS. This MOU may be executed in counterparts, each of which when executed and delivered will be deemed an original, and all of which together will constitute one instrument. The execution by any party hereto will not become effective until counterparts hereof have been executed by all parties hereto.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

"Lead Applicant"	"Partner"
<p>CITY OF FRESNO, A California municipal corporation</p> <p>By: _____ [Name], [Title]</p> <p>APPROVED AS TO FORM: DOUGLAS T. SLOAN City Attorney</p> <p>By: _____ Tracy N. Parvanian Date Senior Deputy City Attorney</p> <p>ATTEST: YVONNE SPENCE, MMC CRM City Clerk</p> <p>By: _____ Deputy</p>	<p>[PARTNER NAME], [Legal Identity]</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____ (If corporation or LLC., Board Chair, Pres. or Vice Pres.)</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____ (If corporation or LLC., CFO, Treasurer, Secretary or Assistant Secretary)</p> <p>REVIEWED BY: _____</p>
<p>Addresses: CITY: City of Fresno Attention: [Name] [Title] [Street Address] Fresno, CA [Zip] Phone: (559) [#] FAX: (559) [#]</p>	<p>Partner: [Partner Name] Attention: [Name] [Title] [Street Address] [City, State Zip] Phone: [area code and #] FAX: [area code and #]</p>

Attachments:

- EXHIBIT A: COLLABORATIVE STAKEHOLDER STRUCTURE
- EXHIBIT B: COMMUNITY AREA MAP
- EXHIBIT C: LIST OF PARTNERS
- EXHIBIT D: DISCLOSURE AND ACKNOWLEDGMENT – CONFLICT OF INTERESTS

EXHIBIT A

COLLABORATIVE STAKEHOLDER STRUCTURE

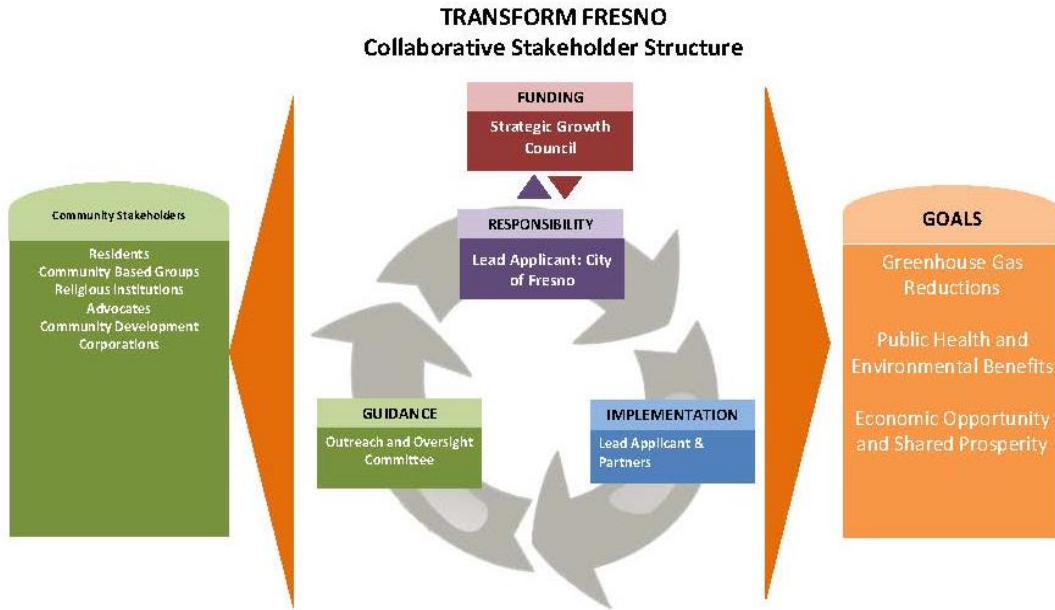
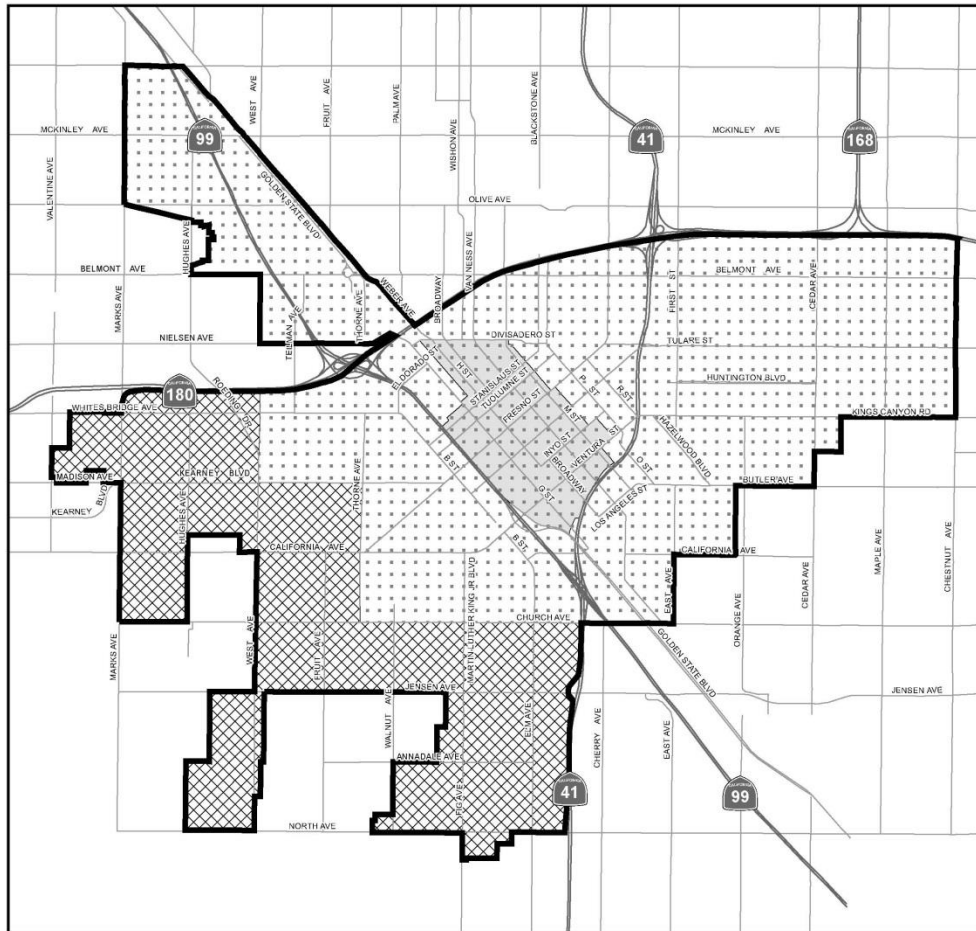


EXHIBIT B

COMMUNITY AREA MAP



Transform Fresno Community Area



Legend

- Community Area
- Downtown Neighborhoods Community Plan
- Fulton Corridor Specific Plan
- Southwest Fresno Specific Plan

Created August 2016

This map is believed to be an accurate representation of the City of Fresno GIS data; however we make no warranties either expressed or implied for correctness of this data.

EXHIBIT C
LIST OF PARTNERS

Project #	Project Name	Agency
2	Chinatown Mixed-Use Project @ HSR West Entrance (Fresno Housing Authority)	Fresno Housing Authority
11	Chinatown PBID	City of Fresno
12	EOC Partnership for Energy savings and GHG reductions in SW Fresno	Fresno Economic Opportunities Commission
13	GRID Alternatives Solar Renewable Energy Project	GRID Alternatives
19	Clean Shared Mobility Network	Fresno Metro Black Chamber of Commerce
22	Annadale Mode Shift Project	Self Help Enterprises
23	TCC Connector Project	City of Fresno Transportation Department
24	MLK Activity Center Street Improvements Southwest Offsite Improvements	City of Fresno
28	Mariposa Plaza	City of Fresno
29	Clean Energy Park & Play – Urban Greening & Playground	Early Readers PreSchool
30	Changing Lives with Trees in SW Fresno	City of Fresno
31	Yosemite Village Permaculture Community Garden and Urban Farm Incubator	Fresno Metro Ministries
32	Park @ MLK Magnet Core	City of Fresno
33	Inside Out Community Garden	Fresno Economic Opportunities Commission
34	Grocery Store, Distribution Center and Community Orchard	Fresno Food Commons
35	Fresno City College – West Fresno Satellite	State Center Community College District
36	West Fresno Advanced Transportation Technology Training Program	Workforce Connection
37	VOICE Gladiator Program	West Fresno Family Resource Center
16 & 27	Chinatown Urban Greening	City of Fresno
15	Southwest Fresno Urban Greening	City of Fresno and USGBC Central California

EXHIBIT D

DISCLOSURE AND ACKNOWLEDGEMENT – CONFLICT OF INTEREST

TRANSFORM FRESNO OUTREACH & OVERSIGHT COMMITTEE
MEMBER

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do you represent any firm, organization or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
5	Are you or any of your principals, managers or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

_____ Signature

_____ (name)

_____ (address)

_____ (city state zip)

Additional page(s) attached.

Acknowledgement

The City of Fresno conforms to the Political Reform Act's standards in determining whether a public official has a financial conflict of interest that is reasonably foreseeable and material. In the event of a conflict of interest, public officials will typically need to disqualify themselves from the decision. There are five types of financial interests as set forth below.

- Business Entity: A Member has a financial interest in a business entity where the Member, his spouse, or dependent children has invested \$2,000 or more. A Member also has a financial interest in a business entity for which the Member is a director, officer, partner, trustee, employee, or holds any position of management.
- Real Property: A Member has a financial interest in real property in which the Member, his spouse, dependent children, or an agent has invested \$2,000 or more. This may also include certain leasehold interests of terms more than a month. Conflict of interest rules regarding real property are broken into two categories:
 - Property within 500 feet of decision: A Member may not participate in the decision unless they have received written advice from the FPPC that the decision will have no measureable impact on the value of the Member's property.
 - Property outside 500 feet of decision: A Member must consider whether the decision "would cause a reasonably prudent person, using due care and consideration under the circumstances, to believe that the governmental decision was of such a nature that its reasonably foreseeable effect would influence the market value of the Member's property."
- Sources of Income: A Member has a financial interest in anyone, whether an individual or an organization, from whom the Member has received (or been promised) \$500 or more income within 12 months prior of the decision. A "source of income" includes a community interest in the spouse's income.
- Gifts: A Member has a financial interest in anyone, whether an individual or an organization, who has given gifts to the Member that total \$470 or more within 12 months prior to the decision. A "gift" is defined as any payment or other benefit that confers a personal benefit for which a public Member does not provide payment or services of equal or greater value. A gift includes a rebate or discount in the price of anything of value unless the rebate or discount is made in the regular course of business to members of the public.

