



Notice of Special Meeting
Oceano Community Services District - Board of Directors Agenda
THURSDAY, MAY 9, 2024 – 6:00 P.M.
Oceano Community Services District Board Room
1655 Front Street Oceano, CA

All items on the agenda, including information items, may be deliberated. Any member of the public with an interest in one of these items should review the background material and request information on the possible action that could be taken.

The Oceano Community Services District strongly encourages your active participation in the public process, which is the cornerstone of democracy. All persons desiring to speak during any Public Comment period are asked to fill out a "Board Appearance Form" to submit to the Board Secretary prior to the start of the meeting. If you wish to speak to an item NOT on the agenda, you may do so during the "Public Comment On Matters Not on the Agenda" period. Each individual speaker is limited to a presentation time of THREE (3) minutes per item. The time limits allocated to speakers may change to facilitate the Board meeting better. Time limits may not be yielded to or shared with other speakers.

The purpose of the Board meeting is to conduct the business of the community in an effective and efficient manner. For the benefit of the community, the Oceano Community Services District asks that you follow the Board meeting guidelines while attending Board meetings and treat everyone with respect and dignity. This is done by following meeting guidelines set forth in State law and Board policy. Disruptive conduct is not tolerated, including but not limited to addressing the Board without first being recognized; interrupting speakers, Board members, or staff; continuing to speak after the allotted time has expired; failing to relinquish the podium when directed to do so; and repetitiously addressing the same subject.

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. FLAG SALUTE**
- 4. AGENDA REVIEW**
- 5. CLOSED SESSION REPORT FROM THE SPECIAL MEETINGS OF MAY 3, 2024, MAY 6, 2024 & MAY 9, 2024 AT 5PM**
- 6. PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA**

This public comment period provides an opportunity for members of the public to address the Board on matters of interest within the jurisdiction of the District that are not listed on the agenda. If a member of the public wishes to speak at this time, Public comment is limited to three (3) minutes.

7. SPECIAL PRESENTATIONS & REPORTS:

A. STAFF REPORTS:

- i. Sheriff's South Station – Commander Ian Doughty
- ii. FCFA Operations – FCFA Staff
- iii. Operations – Utility System Manager Tony Marrassino

B. BOARD OF DIRECTORS AND OUTSIDE COMMITTEE REPORTS:

- i. President Varni (Regional Water Mgt Group, State Water Subcontractors, Airport Land Use)
- ii. Vice President Joyce-Suneson (Parks & Recreation Advisory Committee, Budget & Finance Committee, CA Special District's Association)
- iii. Director Austin (South San Luis Obispo County Sanitation District, Zone 1/1A)
- iv. Director Gibson (Zone 3, Regional Water Quality Control Board)
- v. Director Villa (Water Resource Advisory Committee, Local Agency Formation Commission)

C. PUBLIC COMMENT ON SPECIAL PRESENTATIONS AND REPORTS:

This public comment period provides an opportunity for members of the public to address the Board on matters discussed during Special Presentations and Reports. If a member of the public wishes to speak at this time, Public comment is limited to three (3) minutes.

8. CONSENT AGENDA ITEMS:

Public comment Items appearing on the Consent Items are considered routine and may be approved by one motion. Any member of the Board may request to have an item removed from the Consent Items. If an item is pulled, the President has the sole discretion to determine when the item will be heard. Members of the public wishing to speak on Consent items may do so when recognized by the Presiding Officer. If a member of the public wishes to speak at this time, Public comment is limited to three (3) minutes.

- A. Review and Approve of the Minutes for the Special Meeting held on April 24, 2024
- B. Review and Approve of the Minutes for the Regular Meeting held on April 24, 2024
- C. Review of Cash Disbursements
- D. Submittal of the District's Fiscal Year 2023-24 Quarter 3 Investment Report ending March 31, 2024

9. BUSINESS ITEMS:

Public comment Members of the public wishing to speak on business items may do so when recognized by the Presiding Officer. If a member of the public wishes to speak at this time, Public comment is limited to three (3) minutes on each of the following items.

- A. Review and discussion of OCSO role in future regional water management planning
- B. Approval and Authorization to Submit Application to Ecologistics to Act as the 501c3 sponsor of the District and Oceano Parks and Recreation Committee and, if the Application is accepted, authorize the District to enter into a contract with Ecologistic subject to review and form approval by District Counsel
- C. Discussion and Adoption of Media Relations Policy

10. HEARING ITEMS:

Public comment Members of the public wishing to speak on hearing items may do so when recognized by the Presiding Officer. If a member of the public wishes to speak at this time, Public comment is limited to three (3) minutes on each of the following items.

11. RECEIVED WRITTEN COMMUNICATIONS:

12. LATE RECEIVED WRITTEN COMMUNICATIONS:

13. FUTURE AGENDA ITEMS:

14. FUTURE HEARING ITEMS:

15. CLOSED SESSION:

16. ADJOURNMENT:

This agenda was prepared and posted pursuant to Government Code Section 54954.2. The agenda is posted at the Oceano Community Services District, 1655 Front Street, Oceano, CA. Agenda and reports can be accessed and downloaded from the Oceano Community Services District website at www.oceanocsd.org

ASSISTANCE FOR THE DISABLED If you are disabled in any way and need accommodation to participate in the Board meeting, please call the Clerk of the Board at (805) 481-6730 for assistance at least three (3) working days prior to the meeting so necessary arrangements can be made.



Oceano Community Services District
Summary Minutes
Special Meeting Wednesday, April 24, 2024 – 5:00 P.M.
Location: OCSD BOARD ROOM

1. **CALL TO ORDER:** Called to order at approximately 5:02 P.M.
2. **ROLL CALL:** Board members present: Director Villa, Vice President Joyce-Suneson, and President Varni.
Absent: Director Austin and Vice President Joyce-Suneson
Staff present: Carey Casciola, Business & Accounting Manager and Robert Schultz, Legal Counsel.
3. **FLAG SALUTE:** Led by President Varni.
4. **AGENDA REVIEW:** Agenda approved as presented.
5. **PUBLIC COMMENT FOR ITEMS ON THE AGENDA:** None

President Varni adjourned the Board to closed session at 5:05 PM
Vice President Joyce-Suneson entered the meeting at 5:10 PM.

6. **CLOSED SESSION:**
 - a. Conference with Real Property Negotiator (Gov. Code §54956.8) It is the intention of the Board to meet in closed session to have a conference with its Real Property Negotiators concerning the following: Property Descriptions: APN 062-271-023:024; 062-051-021; 022, 062-271-006, 062-271-026, 062-271-001; 003; 027, and 062-261-022; 080. Agency Negotiators: Oceano Community Services District, Paavo Ogren, President Varni, and Director Austin. Parties with whom Negotiating: County of San Luis Obispo. Instructions to County Negotiator: Price, Terms, and Conditions.
 - b. PUBLIC EMPLOYMENT pursuant to Gov. Code Sec. 54957(b)(1) -- Title: General Manager
 - c. PUBLIC EMPLOYMENT pursuant to Gov. Code Sec. 54957(b)(1) -- Title: District Legal Counsel
 - d. Pursuant to Government Code 54956.9(a): Conference with legal counsel regarding Santa Maria Valley Water Conservation District v. City of Santa Maria, et al.,

The report out of the closed session was done in item 5 of the Regular Board Meeting on April 24, 2024: No reportable action from the closed session.

7. **ADJOURNMENT:** President Varni adjourned the meeting at 5:40 PM



Oceano Community Services District

Summary Minutes – Regular Board Meeting

Wednesday, April 24, 2024 – 6:00 P.M.

OCSD BOARD ROOM

1. **CALL TO ORDER:** Called at approximately 6:00 p.m. by President Varni
2. **ROLL CALL:** Board members present: President Varni, Vice President Joyce-Suneson, Director Gibson, and Director Villa. Absent: Director Austin
Staff present: Carey Casciola, Business & Accounting Manager, and Robert Schultz, Legal Counsel
3. **FLAG SALUTE:** Led by President Varni
4. **AGENDA REVIEW:** Approved as presented
5. **CLOSED SESSION REPORT FROM THE SPECIAL MEETING OF APRIL 24, 2024:**
 - A. Conference with Real Property Negotiator (Gov. Code §54956.8) It is the intention of the Board to meet in closed session to have a conference with its Real Property Negotiators concerning the following: Property Descriptions: APN 062-271-023:024; 062-051-021; 022, 062-271-006, 062-271-026, 062-271-001; 003; 027, and 062-261-022; 080. Agency Negotiators: Oceano Community Services District, Paavo Ogren, President Varni, and Director Austin. Parties with whom Negotiating: County of San Luis Obispo. Instructions to County Negotiator: Price, Terms, and Conditions.
 - B. PUBLIC EMPLOYMENT pursuant to Gov. Code Sec. 54957(b)(1) -- Title: General Manager
 - C. PUBLIC EMPLOYMENT pursuant to Gov. Code Sec. 54957(b)(1) -- Title: District Legal Counsel
 - D. Pursuant to Government Code 54956.9(a): Conference with legal counsel regarding Santa Maria Valley Water Conservation District v. City of Santa Maria, et al.,

No reportable action was taken by the Board of Directors.

6. PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA:

Brenda Auer	In opposition to Central Coast Blue.
Amanda	Asked for assistance with the unhoused population on S. 4 th Street.
Julie Tacker	Inquired about the open General Manager position.

7. SPECIAL PRESENTATIONS & REPORTS

A. STAFF REPORTS:

- i. **Sheriff's South Station** – Commander Ian Doughty - Absent
- ii. **Five Cities Fire Authority** – Craig Angello, Battalion Chief
Fire Chief Scott Hallet will start his tenure on the 29th. FCFA received a response from the County of SLO regarding divestiture and it is in review. Weed abatement notices have been mailed to owners, with follow-up inspections occurring in May.
- iii. **Operations** - Tony Marraccino, Utility Systems Manager
Lopez is at 100.3% full (49,613 AF)
6 work orders, 8 USAs, 7 customer service calls and -0- after hours call outs.
Continuing with samples, trash pick up and the service line inventory. The first route will be completed next week.
Raised meter boxes, attended a free UCMR class provided by the EPA, assisted the SSLOCSD with preventative maintenance, and hung door hangers.
The tank 2 project is going smoothly.
All air bacs have been repaired or replaced.

B. BOARD OF DIRECTORS AND OUTSIDE COMMITTEE REPORTS:

- i. **President Varni:** Regional Water Mgt Group, State Water Subcontractors, Airport Land Use – None
- ii. **Vice President Joyce-Suneson:** Parks & Recreation Advisory Committee, Finance & Budget Committee, CA Special District’s Association – OPARC Day of the Child event was postponed due to rain. Fundraising efforts for the track at OES are still being discussed.
- iii. **Director Austin:** South San Luis Obispo County Sanitation District, Zone 1/1A – Absent
- iv. **Director Gibson:** Zone 3, Regional Water Quality Control Board – None
- v. **Director Villa:** Water Resource Advisory Committee, Local Agency Formation Commission – None

C. PUBLIC COMMENT ON SPECIAL PRESENTATIONS AND REPORTS: None

8. CONSENT AGENDA:	ACTION:
<ul style="list-style-type: none"> a) Review and Approve of the Minutes for the Special Meeting held on April 10, 2024 b) Review and Approve the Minutes for the Regular Meeting held on April 10, 2024 c) Review of Cash Disbursements 	<p>After an opportunity for public comment and Board and staff discussion, a motion was made by Director Villa to approve the consent agenda as presented with a second from Director Gibson with a 4-0 roll call vote. Absent: Director Austin</p> <p>Public Comment: Julie Tacker – Provided comment regarding 8(C).</p>

9A. BUSINESS ITEMS:	ACTION:
<p>Review and consideration of the Community Based Organization and Preventative Health Grant applied to by the Oceano Parks and Recreation Committee for the Oceano Elementary Track Project</p>	<p>After an opportunity for public comment and Board and staff discussion, a motion was made by Vice President Joyce-Suneson to affirm the Preventative Health Grant application previously submitted to the County of San Luis Obispo with a second from Director Villa with a 4-0 roll call vote. Absent: Director Austin</p> <p>Public Comment: Sonny Paz – Asked a question regarding funding.</p>

9B. BUSINESS ITEMS:	ACTION:
<p>Review and consideration of the Water Resource Advocacy Platform on Central Coast Blue, including possible actions to modify, eliminate, or create a new statement</p>	<p>After an opportunity for public comment and discussion with the Board and staff, President Varni made a motion to create an Ordinance to protect the District’s name and logo use without permission, with a second from Director Villa and a 4-0 roll call vote. Absent: Director Austin</p> <p>Public Comment: Debra Early – In support of an advocacy platform. Victor Early - In support of an advocacy platform. Pamela Storton - In support of an advocacy platform. Julie Tacker - In support of an advocacy platform. Lauren Westfall - In support of an advocacy platform.</p>

9C. BUSINESS ITEMS:	ACTION:
Discussion and consideration of entering into a contract with Ecologistics as the 501c3 sponsor of the Oceano Parks and Recreation Committee.	After an opportunity for public comment and discussion with the Board and staff, President Varni made a motion to move forward with an application to Ecologistics and to continue negotiating the contract while also obtaining approval from OPARC and bring the contract back for Board approval, with a second from Director Villa and a 4-0 roll call vote. Absent: Director Austin Public Comment: None

10A. HEARING ITEMS	ACTION:
A public hearing on an appeal by Erik Benham regarding past due amounts and late fees and provide staff direction as deemed appropriate	After an opportunity for public comment and discussion with the Board and staff, President Varni made a motion to deny the appeal with a second from Vice President Joyce-Suneson and a 4-0 roll call vote. Absent: Director Austin Public Comment: None

10B. HEARING ITEMS	ACTION:
A public hearing on an appeal by Nancy Bull regarding a water bill and provide staff direction as deemed appropriate	After an opportunity for public comment and discussion with the Board and staff, Director Gibson made a motion to approve a leak adjustment of \$602.52 with a second from Director Villa and a 3-1 roll call vote. Dissented: President Varni Absent: Director Austin Public Comment: None

- 11. **RECEIVED WRITTEN COMMUNICATION:** None
- 12. **LATE RECEIVED WRITTEN COMMUNICATIONS:** None
- 13. **FUTURE AGENDA ITEMS:** Oceano Waterline Improvement Projects Mitigated Negative Declaration by Rincon; Budget Workshops; One Cool Earth; and Draft Ordinances
- 14. **FUTURE HEARING ITEMS:** None
- 15. **CLOSED SESSION:** None
- 16. **ADJOURNMENT:** President Varni adjourned the meeting at 8:00PM.



Oceano Community Services District

1655 Front Street, P.O. Box 599, Oceano, CA 93475

PHONE(805) 481-6730 FAX (805) 481-6836

Date: May 9, 2024

To: Board of Directors

From: Carey Casciola, Business and Accounting Manager

Subject: Agenda Item #8(C): Recommendation to Review Cash Disbursements

Recommendation

It is recommended that your board review the attached cash disbursements:

Discussion

The following is a summary of the attached cash disbursements:

Description	Check Sequence	Amounts
	60853 - 60877	
Disbursements:		
Regular Payable Register - paid 04/23/2024	60853 - 60867	\$ 23,717.36
Utility Billing Account - Final Bill, Refund Due (2) - paid 04/23/2024	60868 - 60869	\$ 720.31
Utility Billing Account - Final Bill, Refund Due - paid 04/23/2024	60870	\$ 47.33
Subtotal:		\$ 24,485.00
Reoccurring Payments for Board Review (authorized by Resolution 2020-06):		
Payroll Disbursements - PPE 04/20/2024	N/A	\$ 29,174.60
Reoccurring Utility Disbursements - paid 04/23/2024	60871 - 60872	\$ 6,510.81
Reoccurring Health Disbursements - paid 05/01/2024	60873 - 60877	\$ 9,739.59
Subtotal:		\$ 45,425.00
Grand Total:		\$ 69,910.00

Other Agency Involvement

N/A

Other Financial Considerations

Amounts are within the authorized Fund level budgets.

Results

The Board's review of cash disbursements is an integral component of the District's system of internal controls and promotes a well governed community.

COMPANY: 99 - POOLED CASH FUND
 ACCOUNT: 1-1001-000 POOLED CASH OPERATING
 TYPE: All
 STATUS: All
 FOLIO: All

CHECK DATE: 0/00/0000 THRU 99/99/9999
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 060853 THRU 060867

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:	-----							
1-1001-000	4/23/2024	CHECK	060853	ARAMARK	102.22CR	OUTSTND	A	0/00/0000 01 5-4100-100 CLOTHING
1-1001-000	4/23/2024	CHECK	060854	BRISCO'S	219.95CR	OUTSTND	A	0/00/0000 02 5-4400-164 Paving 103.94 02 5-4400-173 MAINT: SHARED STRUCTURE/ 36.28 02 5-4400-320 FIXED ASSETS: EQUIPMENT 79.73
1-1001-000	4/23/2024	CHECK	060855	CARQUEST AUTO PARTS	148.68CR	OUTSTND	A	0/00/0000 12 5-4350-171 MAINTENANCE: VEHICLES
1-1001-000	4/23/2024	CHECK	060856	CLEATH-HARRIS GEOLOGISTS, INC.	3,095.00CR	OUTSTND	A	0/00/0000 02 5-4400-220 PROFESSIONAL/SPECIAL SER
1-1001-000	4/23/2024	CHECK	060857	FAMCON PIPE & SUPPLY, INC.	117.98CR	OUTSTND	A	0/00/0000 02 5-4400-175 SYSTEM PARTS/OPERATING S
1-1001-000	4/23/2024	CHECK	060858	GROUNDWATER SOLUTIONS INC, DBA	3,693.90CR	OUTSTND	A	0/00/0000 02 5-4400-380 NCMA TEC
1-1001-000	4/23/2024	CHECK	060859	ICONIX WATERWORKS (US) INC.	2,473.19CR	OUTSTND	A	0/00/0000 02 5-4400-173 MAINT: SHARED STRUCTURE/
1-1001-000	4/23/2024	CHECK	060860	J.B. DEWAR, INC.	374.43CR	OUTSTND	A	0/00/0000 12 5-4350-172 FUEL
1-1001-000	4/23/2024	CHECK	060861	MINER'S ACE HARDWARE, INC.	103.01CR	OUTSTND	A	0/00/0000 * SEE BELOW
1-1001-000	4/23/2024	CHECK	060862	ONE COOL EARTH	5,000.00CR	OUTSTND	A	0/00/0000 06 5-4900-291 SCHOOL OUTREACH PROGRAMS
1-1001-000	4/23/2024	CHECK	060863	R&R ROLL-OFF LLC	529.54CR	OUTSTND	A	0/00/0000 06 5-4900-220 PROFESSIONAL SERV
1-1001-000	4/23/2024	CHECK	060864	RINCON CONSULTANTS, INC.	4,351.25CR	OUTSTND	A	0/00/0000 02 5-4400-220 PROFESSIONAL/SPECIAL SER
1-1001-000	4/23/2024	CHECK	060865	SLO BEAVER BRIGADE	1,496.00CR	OUTSTND	A	0/00/0000 01 5-4850-302 GRANT EXPENSES
1-1001-000	4/23/2024	CHECK	060866	HD SUPPLY, INC. DBA USABLUEBOO	734.36CR	OUTSTND	A	0/00/0000 02 5-4400-320 FIXED ASSETS: EQUIPMENT
1-1001-000	4/23/2024	CHECK	060867	WATER SYSTEMS CONSULTING, INC.	1,277.85CR	OUTSTND	A	0/00/0000 02 5-4400-380 NCMA TEC
TOTALS FOR ACCOUNT 1-1001-0				CHECK TOTAL:	23,717.36CR			
				DEPOSIT TOTAL:	0.00			
				INTEREST TOTAL:	0.00			
				MISCELLANEOUS TOTAL:	0.00			*MINER'S ACE HARDWARE, INC. \$103.01
				SERVICE CHARGE TOTAL:	0.00			12 5-4350-172 FUEL 60.88
				EFT TOTAL:	0.00			02 5-4400-175 SYSTEM PARTS/OPERATING S 48.92
				BANK-DRAFT TOTAL:	0.00			03 5-4500-175 SYSTEM PARTS/OPERATING S 32.62
								02 5-4400-320 FIXED ASSETS: EQUIPMENT 39.41CR
TOTALS FOR POOLED CASH FUND				CHECK TOTAL:	23,717.36CR			
				DEPOSIT TOTAL:	0.00			
				INTEREST TOTAL:	0.00			
				MISCELLANEOUS TOTAL:	0.00			
				SERVICE CHARGE TOTAL:	0.00			
				EFT TOTAL:	0.00			
				BANK-DRAFT TOTAL:	0.00			

COMPANY: 99 - POOLED CASH FUND
 ACCOUNT: 1-1001-000 POOLED CASH OPERATING
 TYPE: All
 STATUS: All
 FOLIO: All

CHECK DATE: 0/00/0000 THRU 99/99/9999
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 060868 THRU 060869

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-1001-000	4/23/2024	CHECK	060868	PAPICH CONSTRUCTION	220.31CR	OUTSTND	A	0/00/0000 02 1-1102-000 A/R - REFUNDS
1-1001-000	4/23/2024	CHECK	060869	RAMINHA CONSTRUCTION	500.00CR	OUTSTND	A	0/00/0000 02 1-1102-000 A/R - REFUNDS
TOTALS FOR ACCOUNT 1-1001-0				CHECK	TOTAL:	720.31CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		
TOTALS FOR POOLED CASH FUND				CHECK	TOTAL:	720.31CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		

COMPANY: 99 - POOLED CASH FUND
 ACCOUNT: 1-1001-000 POOLED CASH OPERATING
 TYPE: All
 STATUS: All
 FOLIO: All

CHECK DATE: 0/00/0000 THRU 99/99/9999
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 060870 THRU 060870

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK: -----								
1-1001-000	4/23/2024	CHECK	060870	KIER, SEAN	47.33CR	OUTSTND	A	0/00/0000 02 1-1102-000 A/R - REFUNDS
TOTALS FOR ACCOUNT 1-1001-0				CHECK	TOTAL:	47.33CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		
TOTALS FOR POOLED CASH FUND				CHECK	TOTAL:	47.33CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		

Payroll Summary Report
Board of Directors - Agenda Date May 9, 2024

	(*)	
<u>Gross Wages</u>	4/6/2024	4/20/2024
Regular	\$27,006.46	\$25,456.98
Overtime Wages	\$315.07	\$425.20
Stand By	\$420.00	\$840.00
Total Wages	<u>\$27,741.53</u>	<u>\$26,722.18</u>

<u>Disbursements</u>		
Net Wages	\$20,654.38	\$20,159.90
State and Federal Agencies	\$5,966.68	\$5,427.02
CalPERS - Normal	\$3,430.95	\$3,430.95
SEIU - Union Fees	\$156.73	\$156.73
Total Disbursements processed with Payroll	<u>\$30,208.74</u>	<u>\$29,174.60</u>
Health (Disbursed with reoccurring bills)	\$5,908.71	\$5,908.71
Total District Payroll Related Costs	<u>\$36,117.45</u>	<u>\$35,083.31</u>

(*) Previously reported in prior Board Meeting packet - provided for comparison.

COMPANY: 99 - POOLED CASH FUND
 ACCOUNT: 1-1001-000 POOLED CASH OPERATING
 TYPE: All
 STATUS: All
 FOLIO: All

CHECK DATE: 0/00/0000 THRU 99/99/9999
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 060871 THRU 060872

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-1001-000	4/23/2024	CHECK	060871	AGP VIDEO INC.	1,570.00CR	OUTSTND	A	0/00/0000 01 5-4100-220 PROFESSIONAL SERVICES
1-1001-000	4/23/2024	CHECK	060872	PACIFIC GAS & ELECTRIC	4,940.81CR	OUTSTND	A	0/00/0000 01 5-4195-295 STREET LIGHTING 3,066.16 02 5-4400-290 UTILITIES 1,146.47 03 5-4500-290 UTILITIES 52.15 01 5-4100-290 UTILITIES 30.78 01 5-4200-290 UTILITIES 45.31CR 01 5-4200-290 UTILITIES 104.78 01 5-4100-290 UTILITIES 419.11 01 5-4100-200 OFFICE EXPENSE 166.67
TOTALS FOR ACCOUNT 1-1001-0				CHECK TOTAL:	6,510.81CR			
				DEPOSIT TOTAL:	0.00			
				INTEREST TOTAL:	0.00			
				MISCELLANEOUS TOTAL:	0.00			
				SERVICE CHARGE TOTAL:	0.00			
				EFT TOTAL:	0.00			
				BANK-DRAFT TOTAL:	0.00			
TOTALS FOR POOLED CASH FUND				CHECK TOTAL:	6,510.81CR			
				DEPOSIT TOTAL:	0.00			
				INTEREST TOTAL:	0.00			
				MISCELLANEOUS TOTAL:	0.00			
				SERVICE CHARGE TOTAL:	0.00			
				EFT TOTAL:	0.00			
				BANK-DRAFT TOTAL:	0.00			

COMPANY: 99 - POOLED CASH FUND
ACCOUNT: 1-1001-000 POOLED CASH OPERATING
TYPE: All
STATUS: All
FOLIO: All

CHECK DATE: 0/00/0000 THRU 99/99/9999
CLEAR DATE: 0/00/0000 THRU 99/99/9999
STATEMENT: 0/00/0000 THRU 99/99/9999
VOIDED DATE: 0/00/0000 THRU 99/99/9999
AMOUNT: 0.00 THRU 999,999,999.99
CHECK NUMBER: 060873 THRU 060877

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-1001-000	5/01/2024	CHECK	060873	COLONIAL LIFE AND ACCIDENT	170.98CR	OUTSTND	A	0/00/0000 01-2-2166-005 INS: VOLUNTARY
1-1001-000	5/01/2024	CHECK	060874	FRMS CALIFORNIA BANK & TRUST F	8,432.32CR	OUTSTND	A	01 5-4100-090 INS: GROUP HEALTH/LIFE \$4,208.90 01-5-4100-603 UTILITY CREW-EMP INS \$4,223.42
1-1001-000	5/01/2024	CHECK	060875	HUMANA INSURANCE CO.	724.54CR	OUTSTND	A	01 5-4100-090 INS: GROUP HEALTH/LIFE \$359.70 01-5-4100-603 UTILITY CREW-EMP INS \$364.84
1-1001-000	5/01/2024	CHECK	060876	PRINCIPAL LIFE INSURANCE COMPA	355.54CR	OUTSTND	A	01 5-4100-090 INS: GROUP HEALTH/LIFE \$169.27 01-5-4100-603 UTILITY CREW-EMP INS \$186.27
1-1001-000	5/01/2024	CHECK	060877	TASC -CLIENT INVOICES	56.21CR	OUTSTND	A	01 5-4100-090 INS: GROUP HEALTH/LIFE
TOTALS FOR ACCOUNT 1-1001-0				CHECK	TOTAL:	9,739.59CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		
TOTALS FOR POOLED CASH FUND				CHECK	TOTAL:	9,739.59CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		



Oceano Community Services District

1655 Front Street, P.O. Box 599, Oceano, CA 93475

(805) 481-6730 FAX (805) 481-6836

Date: May 9, 2024

To: Board of Directors

From: Carey Casciola, Business and Accounting Manager

Subject: **Agenda Item #8(D): Submittal of the District's Fiscal Year 2023-24 Quarter 3 Investment Report ending March 31, 2024**

Recommendation

It is recommended that your Board receive and file the District's 2023-24 Quarter 3 Investment Report ending March 31, 2024.

Discussion

Government Code section 61053(f) requires the District Treasurer to report to the Board of Directors quarterly regarding receipts, disbursements, and balances in each account controlled by the District. Attachment "A" is the District's investment report for the second quarter ending March 31, 2024. This report is to meet the reporting requirements set forth in the California Government Code Sections 53600 et seq. and the Oceano CSD Investment Policy and Guidelines adopted with [Resolution 2024-05](#), the District's Investment Policy, which is required by Government Code section 53646(A)(2).

As of March 31, 2024, the total cash and investment portfolio book value (cost) held by the District was \$2,809,119, and the total cash and investments held by the trustees were \$24,668.

The cash and investments held by the District include the following components: Managed Investment Portfolio (\$1,825,780), CAMP (\$368,884), County of San Luis Obispo Pooled Investment Fund (\$81,916), Cash/Time Deposits (\$526,549), and Bank Trustee/Fiduciary Funds (\$24,668) continue to be invested in accordance with the Government Code and the District Investment Policy. Accrued interest on investments totaled \$5,990 this quarter. (Earned interest is the interest earned on investments over a specific period, accrued interest is the interest that an investment has earned but has not yet been received, and paid interest is the interest that has already been received as payment).

During the quarter, one Treasury was purchased in the amount of \$299,241. No investments matured during this quarter.

Two-year Treasuries yielding 4.23% at the beginning of the quarter ended higher at the end of the quarter at 4.59%, which was a decrease of 36 basis points for the quarter.



As of March 31, 2024, the Weighted Yield to Maturity on the Managed Investment Portfolio was 5.24%.

At the end of this quarter, the Weighted Average Maturity of the Managed Investment Portfolio was 0.22 years.

The Federal Open Market Committee (FOMC) meets approximately every six weeks and determines the level of the Federal Funds Rate. At the March 19th meeting, the FOMC voted to maintain the Federal Funds Rate target range at its current level of 5.25-5.50%.

Summary from the March 19th meeting:

“Recent indicators suggest that economic activity has been expanding at a solid pace. Job gains have remained strong, and the unemployment rate has remained low. Inflation has eased over the past year but remains elevated.

The Committee seeks to achieve maximum employment and inflation at the rate of 2 percent over the long run. The Committee judges that the risks to achieving its employment and inflation goals are moving into better balance. The economic outlook is uncertain, and the Committee remains highly attentive to inflation risks.

In support of its goals, the Committee decided to maintain the target range for the federal funds rate at 5¼ to 5½ percent. In considering any adjustments to the target range for the federal funds rate, the Committee will carefully assess incoming data, the evolving outlook, and the balance of risks. The Committee does not expect it will be appropriate to reduce the target range until it has gained greater confidence that inflation is moving sustainably toward 2 percent. In addition, the Committee will continue reducing its holdings of Treasury securities, agency debt, and agency mortgage-backed securities, as described in its previously announced plans. The Committee is strongly committed to returning inflation to its 2 percent objective.

In assessing the appropriate stance of monetary policy, the Committee will continue to monitor the implications of incoming information for the economic outlook. The Committee would be prepared to adjust the stance of monetary policy as appropriate if risks emerge that could impede the attainment of the Committee’s goals. The Committee’s assessments will take into account a wide range of information, including readings on labor market conditions, inflation pressures and inflation expectations, and financial and international developments.”

Finance staff hired Optimized Investment Partners to help improve the investment returns for the District and to ensure compliance with the California Government Code by ensuring the safety of principal and sufficient liquidity for operations. Ongoing portfolio management activity will continue to be performed in partnership with Optimized Investment Partners, the new General Manager, and the Accounting & Business Manager.



Other Agency Involvement

The County of San Luis Obispo.

Other Financial Considerations

Considering the projected timing of cash receipts and disbursements and the structure of the Pooled Investment Portfolio, the District should be able to comfortably meet its overall cash flow needs over the next six months. This action has no direct fiscal impact. The FY 2023-24 Adopted Budget projected \$80,000 in interest, and in the first three quarters of the fiscal year, the District earned a total of \$85,279.

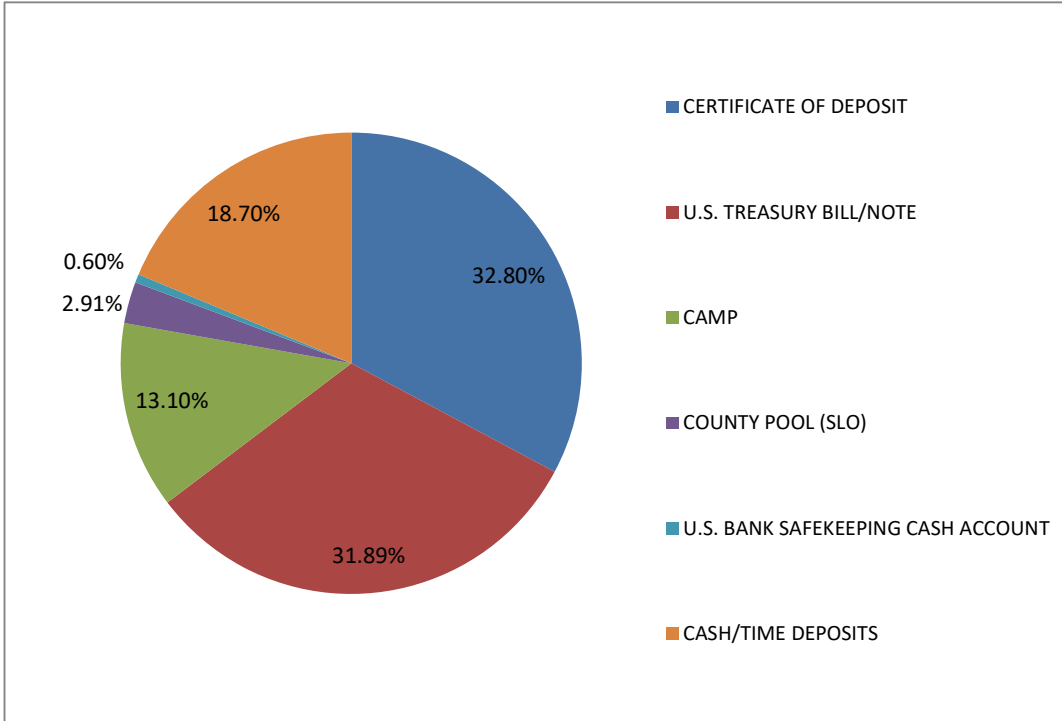
Results

Establishing compliance with both Government Code 61000-61250 regarding Community Services Districts and the District's Investment Policy will help ensure that the District's funds are managed properly and promote a prosperous and well-governed community.

- Attachment A – Investment Report for the 2023-24 3rd Quarter Ending March 31, 2024
- Attachment B – 2023-24 3rd Quarter Summary of Cash and Investment as of March 31, 2024

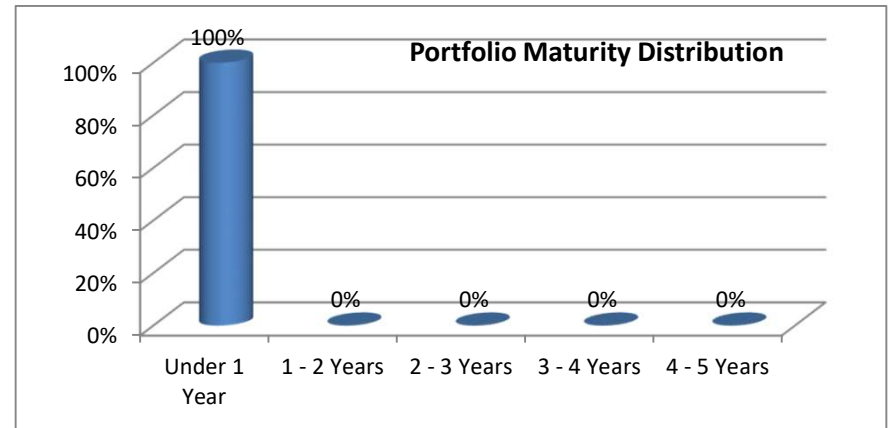
**Oceano Community Services District
Investment Report for the Quarter Ended March 31, 2024**

Portfolio Summary and Key Statistics



Portfolio Key Statistics		
PAR Value	\$	2,298,723
Book Value (COST)	\$	2,276,580
Market Value	\$	2,288,989
Weighted Average Maturity (in years)		0.22
Weighted Yield to Maturity		5.24%

*Note: Cash/time deposits not included in WYTM



Excludes Pooled Investments and U.S. Bank Business Checking Account

U.S. Treasury Yields - Quarterly Comparison

Maturity	Mar 2024	Dec 2023	Change
3-Month	5.46%	5.40%	0.06%
1-Year	5.03%	4.79%	0.24%
2-Year	4.59%	4.23%	0.36%
3-Year	4.40%	4.01%	0.39%
5-Year	4.21%	3.84%	0.37%
10-Year	4.20%	3.88%	0.32%

2-Year U.S. Treasury Yield - Historical Data

Mar 2024	Mar 2023	Mar 2022	Mar 2021
4.59%	4.06%	2.28%	0.16%

Portfolio Maturity	PAR Maturing	% Maturing
Under 1 Year	\$ 1,831,000	100%
1 - 2 Years	\$ -	0%
2 - 3 Years	\$ -	0%
3 - 4 Years	\$ -	0%
4 - 5 Years	\$ -	0%
Total	\$ 1,831,000	100%

Interest Earnings	FY2023	FY2024	Change
Jan		\$ 10,238	
Feb		\$ 8,178	
Mar		\$ 8,849	
Total for Quarter	\$ -	\$ 27,265	

Note: Interest Earnings figures do not include capital gains or losses (or county pools)

**Summary of Cash and Investments as of March 31, 2024
Oceano Community Services District**

Investment Type	Par Value	Market Value	Book Value	% of Portfolio
Managed Investment Portfolio				
U.S. Treasury Bill/Note	907,000	897,783	884,858	31.23%
Certificate of Deposit	924,000	923,484	924,000	32.61%
U.S. Bank Safekeeping Cash Account	16,923	16,923	16,923	0.60%
Managed Investment Portfolio Subtotal	1,847,923	1,838,189	1,825,780	64.43%
Pooled Investments				
CAMP	368,884	368,884	368,884	13.02%
County Pool (SLO)	81,916	81,916	81,916	2.89%
Pooled Investments Subtotal	450,800	450,800	450,800	2.89%
Cash/Time Deposits	526,549	526,549	526,549	18.58%
Accrued Interest	5,990	5,990	5,990	0.21%
Total Cash & Investments Held by the District	\$2,831,261	\$2,821,528	\$2,809,119	99.13%
Held by Bank Trustee/Fiduciary Funds (1)				
Cash with Fiscal Agents	24,668	24,668	24,668	0.87%
Total Held by Bank Trustee/Fiduciary Funds	\$24,668	\$24,668	\$24,668	0.87%
Total Portfolio	\$2,855,929	\$2,846,196	\$2,833,786	100.00%

Notes:

1. Reflects bond proceeds and tax levy revenues held by trustee in accordance with bond covenants.
2. Par value is the principal amount of the investment on maturity.
3. Market values contained herein are received from sources we believe are reliable, however we do not guarantee their accuracy.
4. Book value is par value of the security plus or minus any premium or discount on the security.



Oceano Community Services District

1655 Front Street, P.O. Box 599, Oceano, CA 93475

(805) 481-6730 FAX (805) 481-6836

Date: May 9, 2024

To: Board of Directors

From: Charles Varni, President

Subject: **Agenda Item #9(A):** Review and discussion of OCSD role in future regional water management planning

Recommendation

It is recommended that the Board review and discuss the OCSD's role in future regional water management planning

Discussion

Two facts face OCSD and South County regarding future regional water management. The first is a Coastal Commission mandate to have a relocated and functional wastewater treatment and recycling plant in operation by 2047. Second is the recent collapse of the Central Coast Blue project which was focused on recycling Pismo Beach wastewater. A question for the OCSD Directors is what role do we see OCSD playing in the regional water management planning process? Additionally, what would an interagency effort look like? What grant opportunities are available? What local agencies are most important to be involved?

Integrated Climate Adaptation & Resiliency Program (ICARP) by the Governor's Office of Planning & Research:
[ICARP April Newsletter \(constantcontact.com\)](https://www.constantcontact.com/newsletters/ocsd-icarp-april-2024)

Attachments:

- Integrated Climate Adaptation and Resiliency Program
- 2019 Advocacy Platform
- CCB Press Release
- Water Shortage Contingency Plan

Integrated Climate Adaptation and Resiliency Program

Adaptation Planning Grant Program Round 2 Program Guidelines FY 2023 - 2024



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Adaptation Planning Grant Program Summary

What is climate adaptation?

Adjustment in natural or human systems to a new or changing environment. Adaptation to climate change refers to adjustment in natural or human systems in response to actual or expected climatic stimuli or their effects, which moderates harm or exploits beneficial opportunities.

What is the Adaptation Planning Grant Program (APGP) and what does it fund?

APGP funds climate adaptation planning that addresses cross-sector issues intersecting with multiple climate risks. The program cultivates an inclusive and flexible funding program that removes obstacles for diverse applicants, while emphasizing the needs of vulnerable communities. It strengthens statewide resilience by providing technical assistance, fostering collaborative learning, and promoting equitable decision-making. Ultimately the program strives to address historical disparities and ensure broad community access to the associated benefits.

Who informed the development of APGP?

Over 1,095 individuals from 563 organizations – including state, regional, and federal agencies, local governments, California Native American Tribes, Community-Based Organizations and advocacy groups, informed the development of APGP. The engagement process involved convenings, listening sessions, focus groups, informant interviews, and public workshops. APGP staff also conducted 45 debrief interviews and collected 18 survey responses from unawarded applicants, to gather valuable feedback, ensuring continued responsiveness to statewide needs and expectations.

Who is eligible to apply?

Local Public Entities, California Native American Tribes, Community-Based Organizations, and Academic Institutions.

What is the award amount?

The funding range for APGP planning projects is between \$100,000 and \$650,000.

How do you apply?

- **Step 1:** Submit a [Pre-Application Interest Form](#). Applicants complete the form via Microsoft Forms between February 15, 2024, to May 20, 2024 before 11:59pm.
- **Step 2:** Submit the Main Application Form on Submittable. The main application form is only available for applicants who have completed the [Pre-Application Interest Form](#). Applications are due via Submittable before 11:59 p.m. PT on June 3, 2024.

Who was funded in Round 1?

Round 1 funded 14 projects in total. Visit the [APGP Round 1 Grantees webpage](#).



For more information – visit the [APGP website](#) and sign up for the [APGP email list](#)

1. Program Overview

1.1. Navigating these Guidelines

The following guidelines govern Round 2 of the Adaptation Planning Grant Program (APGP). These Guidelines are a step-by-step guide for learning more about, applying for, and participating in APGP.

1.2. Program Summary

The Governor’s Office of Planning and Research (OPR), through the Integrated Climate Adaptation and Resiliency Program (ICARP), received funding for APGP through the State’s 2021-2022 Budget [[Senate Bill \(SB\) 170 \(Skinner, 2021\)](#)], which funded ambitious measures to build climate adaptation and resilience through planning, research, capacity building, restoration, and sustainable infrastructure. APGP advances ICARP’s statutory mission to develop a cohesive, equitable, and integrated response to the impacts of climate change through direct funding support for local, regional, and tribal adaptation planning across California [([SB 246 \(Wieckowski, 2015\)](#))]. APGP funds integrated climate planning activities throughout the State.

For an overview of current state laws associated with climate adaptation and resilience refer to [Appendix B. Relevant State Laws](#).

OPR, through ICARP, administers the APGP and received funding in Fiscal Years (FY) 2021-2022 and 2022-2023 to implement the program through the provision of grants and staff support. Applications can request between \$100,000 and \$650,000 in total state funding for planning projects spanning twenty-four months.

The program will be administered in three rounds. Below is the anticipated funding available for each round:

- Round 1 (FY 22-23): \$8,000,000 – [View Awards Here](#)
- Round 2 (FY 23-24): \$9,500,000
- Round 3 (FY 24-25): \$4,500,000 (TBD)

1.3. Funding Availability

OPR will award \$9,500,000 million in FY 2023-24 to implement the program through the provision of grants, staff support, and third-party technical assistance. Grant awards will cover 24 months. The application submission period is February 16 – June 3, 2024.

- The minimum grant award is \$100,000
- The maximum grant award amount is \$650,000

Awarded projects should be completed no later than 24 months after the start of the grant agreement. The anticipated grant agreement start date is Jan. 1, 2025. The period of grant fund availability spans approximately 24 months for grant project activities after the grant



agreement is executed and OPR issues a Notice to Proceed. Refer to [Section 1.5. Program Timeline](#) for details regarding the anticipated grant project start and expiration dates. Award Amount Applicants have the flexibility to request the amount of funding needed to carry out the work described in their project proposal for the two-year grant term. Requests should fall within the range of \$100,000 to \$650,000.

1.4. Program Goals & Vision for Equity

In 2018, the ICARP Technical Advisory Council (TAC) defined vulnerable communities as those that “experience heightened risk and increased sensitivity to climate change and have less capacity and fewer resources to cope with, adapt to, or recover from climate impacts. These disproportionate effects are caused by physical (built and environmental), social, political, and/or economic factor(s), which are exacerbated by climate impacts. These factors include, but are not limited to, race, class, sexual orientation and identification, national origin, and income inequality.”

APGP’s approach to building statewide resilience is twofold: first, by prioritizing funding, capacity building resources, and equitable decision-making power for vulnerable communities by to address their unique policy, systems, and environmental challenges they face and second, through integrated climate adaptation planning that addresses cross-sector issues intersecting multiple climate risks. The strategy to prioritize California’s most vulnerable communities starts with a flexible and inclusive program that actively removes obstacles in the grant application process and provides technical assistance tailored to unique circumstances of vulnerable communities. Simultaneously, the program emphasizes equitable decision-making, and acknowledges the specific needs, strengths, and assets of vulnerable communities. Ultimately, APGA strives to redress the enduring effects of historical marginalization and disinvestment and ensure broad community access to the associated benefits of climate adaptation.

The key priorities and goals of ICARP’s APGA are to:

- **Enhance Accessibility and Diversity:** Minimize barriers for applicants and ensure that both applicants and awardees represent a broad spectrum of geographic, economic, and demographic diversity, driving the program's core mission of inclusivity.
- **Prioritize Vulnerable Communities:** Prioritize the unique needs of vulnerable communities, including addressing historic and continuing marginalization and systemic oppression through policy, systems, and environmental changes as a means to increase community resilience. This includes emphasizing an all-risk approach to adaptation planning and encouraging community preparedness for and responding to the multitude of cascading and compounding impacts associated with climate change.
- **Emphasize Integrated Infrastructure Planning:** Place a strong emphasis on the integration of social and physical infrastructure planning. This involves addressing cross-sector issues that intersect with various climate risks, such as transportation, public health, economic stability, housing, natural resource management, hazard mitigation, public infrastructure, and healthy food access, among others, to prepare communities for the health, social, economic, environmental, and other multifaceted impacts of climate change.



- **Integrate Financing Strategies for Resilience:** Emphasize planning for long-term funding and finance strategies to sustain community-wide resilience.
- **Build Community Capacity for Resilience:** Enhance statewide capacity for adaptation and resiliency planning through the provision of technical support, the facilitation of peer-to-peer learning, the establishment of communities of practice, and the promotion of information sharing, empowering communities with knowledge and resources to bolster their ability to adapt effectively to climate change.
- **Elevate Equity in the Planning Process:** Prioritize fair access to community investment benefits and privileges, ensuring that all communities participate have equitable engagement and shared decision-making power in planning processes and benefit from climate resilience efforts. The program directs funding to disadvantaged communities and elevates projects that address historical disparities for a more equitable future.

1.5. Program Timeline

The proposed timeline below is subject to change. The most up-to-date timeline can be found on the [APGP website](#).

Milestones	Dates
ICARP Grant Pre-Application Interest Form, Solicitation Release & Final Guideline Launch	February 16, 2024
Priority Deadline for Application Technical Assistance by 11:59 p.m. (refer to Section 2.6. Technical Assistance (TA) for more information)	March 18, 2024
Deadline for submitting Pre-Application Interest Forms (refer to Section 2.6. Application Process for more information)	May 20, 2024
Deadline for submitting Main Application Forms by 11:59 p.m. (refer to Section 2.6 Application Process for more information)	June 3, 2024
Anticipated Notice of Recommended Awards Posting Date	Summer 2024
Anticipated Start Date	December 1, 2024
Anticipated End Date	January 31, 2027
Invoice Deadline	January 31, 2027



2. Program Eligibility and Application

2.1. Applicant Eligibility

Lead Applicants

Eligible Applicants may include, but are not limited to:

Local Public Entities *Local public entities mentioned below applying for projects in their constituencies should partner with one or more community-based organizations and/or tribal entities.*

- Cities
- Counties
- Metropolitan Planning Organizations
- Joint Powers Authorities
- Regional Transportation Planning Agencies
- Regional Climate Protection Authorities
- Councils of Governments
- Congestion Management Agencies
- Groundwater Sustainability Agencies
- Climate Resilience Districts
- School Districts
- Special Districts (e.g., resource conservation districts, harbor districts, health care districts)
- Local or Regional Public Authorities
- Local or Regional Public Agencies
- Political subdivisions other than those mentioned above

California Native American Tribes (Tribes) *Tribes are not required to partner with a public entity or other Co-Applicants, nor required to submit any justification related to Co-Applicant partnerships or lack thereof.*

- Federally recognized Native American tribes
- Non-federally recognized tribes that are on the contact list maintained by the Native American Heritage Commission (NAHC) for the purposes of Chapter 905 of the Statutes of 2004 (Pub. Resources Code, § 21073).

Community-based Organizations *Community-based organizations should partner with a local public entity or Tribe as listed above to ensure that planning efforts funded can ultimately be implemented by local, regional, or tribal entities.*

- Non-governmental organizations
- 501(c)(3) nonprofit organizations
- Philanthropic organizations
- Foundations
- Legal entities such as organizations, collaboratives, networks, and projects that are fiscally sponsored by a non-profit or academic institutions and authorized and empowered to enter contracts and hold funds.



Academic Institutions *Academic Institutions should partner with at least one local public entity or Tribe and at least one community-based organization as listed above.*

- Academic Institutions include individual public California institutions of higher education (e.g., universities, community colleges, etc.).

Ineligible Applicants

The following entities are not eligible applicants.

- State Agencies
 - This restriction applies to all regional conservancies, councils, and commissions listed on the [State Agency Listing](#)
- Federal Agencies
- For-Profit Entities
- Individual Community Members

Note: For-profit and individual community members can be subcontracted to provide research or other services. All ineligible applicants can provide letters of support.

2.2. Project Eligibility

Examples of Eligible and Ineligible Planning Activities

The following examples of eligible adaptation planning activities derive from feedback provided throughout APGP engagement and are structured around the [California Adaptation Planning Guide \(2020\)](#), which outlines a step-by-step process broken into four planning phases that communities can use to plan for climate change. The guide is designed to be flexible and responsive to community needs and includes summaries of statewide guidance, resources, examples, and tools throughout each phase. Additionally, equity and community engagement are integrated throughout all phases and should be considered for all proposed activities.

Eligible activities must fit into one or more of the four phases included below, as defined by the California Adaptation Planning Guide. While the following eligible activities are outlined in phases, eligible project activities can occur at any stage of this planning framework. This list includes just some examples of eligible activities and is not comprehensive.

Note, there are no specific funding allocations related to these four-phases.

PHASE 1: EXPLORE, DEFINE, AND INITIATE

Adaptation planning efforts should start with Phase 1, or a scoping phase. Scoping activities, such as the examples below, can help establish the basic aspects of the planning effort, the issues it could address, and who might be involved. Making these decisions at the beginning of the process helps ensure that the planning effort will be thorough, integrated, and equitable.

- Identification of goals, objectives, and scope of work for an adaptation planning activity or set of activities through community visioning and engagement activities.
- Development of educational resources, training, technical assistance and other capacity-building resources for decision-makers, planners, and community members



to provide the knowledge and resources necessary for preparing and/or contributing to a useful and meaningful planning product or suite of products.

- Design or enhancement of a community outreach and engagement approach that promotes and is expected to result in innovative and meaningful program(s) and/or practice(s) built upon the input and expertise of diverse interested parties, including public entity staff, community-based organizations, workforce development boards, and groups currently experiencing or projected to experience a disproportionate burden of climate-related health, social, economic, and environmental impacts, including individuals or groups experiencing historic and current marginalization, disinvestment and oppression.
- Mobilizing volunteer efforts, Cal Volunteers [programs](#), or other community service programs in support of other planning activities.
- Creation or enhancement of collaboratives, working groups, public-private partnerships, and advisory bodies – with equitable representation of populations facing historic and continuing marginalization and disinvestment - to establish equitable, shared decision-making processes and build community capacity for participating in an adaptation and hazard mitigation planning activity or set of activities through community visioning and engagement activities.
- Identification of goals, objectives, and scope of work for a climate adaptation planning activity, Local Hazard Mitigation Plan (LHMP), or set of climate and community resilience planning activities through community visioning and engagement activities.
- Identification of one or more funding or financing sources to complement current or future activities, such as the following federal funding programs: [FEMA's Hazard Mitigation Assistance Program](#) (HMGP), [Building Resilient Infrastructure and Communities](#) (BRIC), [Flood Mitigation Assistance](#) (FMA), Fire Management Assistance Grant (FMAG), and [HUD's Community Development Block Grant Mitigation](#) (CDBG-MIT) program. For State programs, explore these [Resilience Funding Summary Charts](#).

[Learn more about Phase 1](#). Review Phase 1 resources in [Appendix D. Climate Adaptation and Resilience Resources](#).

PHASE 2: ASSESS VULNERABILITY

Phase 2 includes vulnerability and risk assessment activities that help to identify and characterize the climate hazards and other climate effects a community faces. Phase 2 dives deeper into the planning process, creating a more comprehensive assessment of vulnerability to climate change effects, while helping users align their vulnerability studies with the latest state and federal resources and requirements.

- Development of a climate vulnerability assessment or suite of assessments that identify and characterize the climate hazards and other climate effects a community and/or place faces. This includes identification of exposure and sensitivity to climate hazards, assessment of potential impact, including potential health outcomes and adaptive capacity, and then identification of vulnerability to climate impacts, including social conditions. If a public entity is a lead Applicant, the Applicant should review all requirements implemented by SB 379 (Jackson, 2015) and SB 1035 (Jackson, 2018) (codified at [Government Code section 65302](#), subdivisions (g)(4) and (g)(6)) to ensure compliance with these statutes. A Health Impact Assessment



framework can be included in this suite of assessments and assess the risks associated with potential health impacts of climate change, and to provide decision-makers with information that can facilitate the development of an adaptation plan that effectively moderates or avoids potential health impacts.

- Development of a risk assessment that includes information on previous occurrences of hazard events and the probability of future hazard events, and an overall summary of each hazard and its impact on a community, including impact on health outcomes, housing and mobile homes, and critical infrastructure.
- Community engagement and collaboration with diverse interested parties to identify neighborhood strengths, assets, and climate change effects (e.g., participatory asset mapping, storytelling timelines, and community-based participatory research), and incorporation of these community-driven identifications into a vulnerability assessment or suite of assessments.
- Execution of studies and analyses (e.g., analysis of fiscal impacts) that inform a community's efforts to address the impacts of climate change.
- Development of a FEMA-approved Benefit-Cost Analysis (BCA) to quantify the future risk reduction benefits of a hazard mitigation project.

[Learn more about Phase 2.](#) Review Phase 2 resources in [Appendix D. Climate Adaptation and Resilience Resources](#).

PHASE 3: DEFINE ADAPTATION FRAMEWORK AND STRATEGIES

Phase 3 activities prepare and solidify the community's adaptation framework, which identifies specific policies and implementable strategies for adapting to climate change, thus making the community more resilient.

- Preparation, adoption, and implementation of a general plan or general plan element(s) that incorporate(s) climate risk, aligned with Government Code section 65302, subdivision (g)(4).
- Preparation and adoption of another plan or suite of plans that incorporate climate risk (e.g., community plans, specific plans, corridor plans, community health improvement plans).
- Preparation, adoption, and implementation of climate action and/or adaptation plan.
- Preparation, adoption, and implementation of a mitigation strategy that identifies a comprehensive range of specific mitigation actions and potential projects to reduce the effects of natural hazards, with an emphasis on protecting human health and preventing exacerbation of existing health, social and economic inequities. Community engagement to identify strategies and actions responsive to local climate risks.
- Incorporation of shared data, vision, strategies, and processes across suites of plans to promote alignment and integration.

[Learn more about Phase 3.](#) Review Phase 3 resources in [Appendix D. Climate Adaptation and Resilience Resources](#).

PHASE 4: IMPLEMENT, MONITOR, EVALUATE, AND ADJUST

Phase 4 activities use the adaptation framework to prepare an implementation program that puts adaptation strategies into action.



- Preparation of an action plan, or funding plan to put a strategy or set of strategies into action.
- Preparation of federal implementation grant applications or other similar grant funding opportunities.
- Preparation of a Local Hazard Mitigation Plan (LHMP) to be eligible for FEMA hazard mitigation assistance funding.
- Incorporation of the most recently updated LHMP into a General Plan Safety Element. Assembly Bill (AB) 2140 (2006) (codified at [Government Code, §§ 65302.6](#) and [8685.9](#)) allows jurisdictions to be eligible to apply for state funding to cover the local match (6.25%) of FEMA Public Assistance (PA) costs for recovery activities after hazard events, if the local jurisdiction incorporates their LHMP into the Safety Element of their General Plan.
- Complete application development for another State or Federal climate resilient infrastructure or hazard mitigation funding program.
- Creation of a monitoring program to track future strategy implementation, and establishment of an accompanying evaluation process to assess how long the strategy(ies) and accompanying vulnerability assessment(s) will serve the community.
- Evaluation, updating, and streamlining of various policies and codes currently enforced by local departments (e.g., public works, health and safety, fire, water, parks, and open space, etc.) to incorporate climate risk and resilience.
- Identifying and preparing project sites for implementation of a community adaptation strategy or set of strategies, including site identification, feasibility studies, and planning for project readiness.
- Community engagement, collaboration, and co-ownership activities in support of any of the above.

[Learn more about Phase 4.](#) Review Phase 4 resources in [Appendix D. Climate Adaptation and Resilience Resources](#).

Ineligible Activities

Some activities, tasks, project components, etc. are not eligible under this grant program. If an application has any of the following elements, it will be disqualified.

- Implementation of construction projects, including:
 - Direct and indirect construction costs
 - Initiation documents
 - Engineering plans and design specification work
 - Capital costs or maintenance costs
- Legislative lobbying and lawsuits
- Environmental studies, documents or other activities conducted to comply with the California Environmental Quality Act (CEQA) or National Environmental Policy Act (NEPA).



2.3. Eligible and Ineligible Costs

Eligible Costs

The list below provides eligible costs using grant funds. Applicants should ensure that costs proposed in the project budget are eligible for funding. Costs deemed ineligible in the application review process will be removed and the project's recommended total award will be adjusted accordingly.

- **Staff Costs:** Grant recipients, subgrantees, and their contractors' staff costs, including salary at an hourly rate, benefits, taxes, and leave. Staff may be full- or part-time employees. If Applicants wish to use grant funds to pay for interns, fellows, or other positions that are not on an organization's payroll, these costs should be classified in the budget as a direct cost via a consultant contract.
- **Program Meeting/Workshop Attendance:** Applicants are recommended to hold a minimum of 3% of their total project budget to participate in program meetings and workshops, including regular check-in meetings, peer-to-peer learning sessions, and virtual technical assistance events.
- **Travel Costs:** Travel reimbursements should adhere to the State rates and conditions established on the [CalHR website](#), except for "incidentals" and out-of-state travel, which will not be reimbursable under this grant.
- **Language and Information Access:** Personnel or subcontractor costs associated with translation, interpretation, or web design services for meetings, digital content, or printed materials.
- **Evaluation Activities:** Personnel or subcontractor costs associated with the evaluation of project activities and report development.
- **Engagement, Outreach, Education, and Training:** Costs related to the development and administration of engagement, outreach, education, and training activities under the grant, including, but not limited to:
 - Materials developed for outreach events, training, and other grant activities.
 - Access to proprietary data or research materials to conduct research, market, and feasibility studies, compiling and analyzing community needs-related information studies, and access proprietary data.
 - Facilitation of meetings.
 - Marketing and advertisements.
 - Community participant compensation that is an exchange of payment for services rendered in the development of outreach or work products, and appropriately documented with deliverables such as sign-in sheets or written surveys. Subcontractors and consultants should be qualified to provide services. It is the responsibility of the lead Applicant to comply with all applicable laws.



- Transportation stipends and provision of transportation services for community residents, such as a vanpool.
- Rental costs of equipment, facilities, or venues.
- Provision of childcare or dependent-care services for community residents at project sponsored events.
- Food and refreshments that are determined to be an integral part of the event. Examples of activities where it would be appropriate to approve food purchases would include a design charrette held in the evening, where the meal is consumed as part of the event and replaces a meal otherwise missed by attending the event.
- **New Partnerships:** Applicants may set aside grant funds from the budget to account for new Partners added during the grant term (refer to [Section 2.5. Co-Applicants & Partnership](#) for more information on partnerships).
- **Indirect Administrative Costs:** May account for up to 20% of the total APGP award. Costs incurred by the recipient to administer the grant, or costs incurred by subgrantees to perform the tasks necessary to fulfill the deliverables outlined in these guidelines. Administrative costs include, but are not limited to:
 - Prorated general liability, workers' compensation (may be included in payroll), and automotive insurance.
 - Personnel costs associated with administrative, supervisory, legal, and executive staff.
 - Personnel costs associated with support units, including clerical support, and housekeeping.
 - Operating expenses and equipment costs not included as part of direct project costs (functions such as accounting, budgeting, audits, business services, information technology, web design services, janitorial; and rent, utilities, supplies, etc.).

Ineligible Costs

Grant funds may not be used for the following costs and are not reimbursable:

- Indirect costs in excess of 20% of the awarded APGP funds
- Costs that occur outside of the grant agreement term
- Direct lobbying
- Office furniture purchases, or other capital expenditures
- Acquisition of vehicles or shuttle programs
- Organizational membership fees
- The following costs associated with community engagement and outreach:
 - Direct cash benefits or subsidies to participants are ineligible. However, participants can be compensated for services rendered (Refer to [Section 2.3. Eligible and Ineligible Costs](#) for more information).
 - Alcoholic refreshments



- Participant incentives, such as door prizes, which are unrelated to specific community work
- General meetings that do not specifically discuss or advance implementation of the APGP Project
- All ineligible activities (refer to [Section 2.2. Ineligible Activities](#) for more information).

2.4. Funding Targets and Prioritization

Funding Targets

APGP recognizes that climate change disproportionately affects vulnerable and under-resourced communities. To address this, the program is committed to ensuring an equitable distribution of funds through specific funding targets. These funding targets intend to allocate a portion of APGP funding to support California Native American Tribes, Disadvantaged Communities (DACs), and Small and Rural Communities.

- Despite the history of violence, exploitation, discrimination, and dispossession, California Native American tribes continue to steward, manage, and live interdependently with the lands, waters, and natural resources that now make up the State of California. APGP recognizes this truth and the crucial leadership role that tribes play in enhancing the state's climate adaptation potential. APGP respects the sovereignty of California Native American Tribes and their decisions regarding engagement with the program. The APGP team is actively working to ensure funds are accessible and can effectively support tribal-led climate adaptation and resilience projects.
- California's Disadvantaged Communities (DACs) are the subject of historical and ongoing environmental injustices which severely impact the adaptive capacity and overall health of those communities. AB 535 defines DACs as areas most affected by pollution and the people most vulnerable to its effects, based on geographic, socioeconomic, public health, and environmental hazards criteria.
- California's Small and Rural Communities often face unique climate adaptation challenges. These communities often experience heightened physical isolation from critical infrastructure and services, increased dependence on natural resources, and economic diversification challenges, to name a few.

Unless otherwise specified, projects from these target groups must meet all APGP grant application requirements. If the number of applications falls short of eligibility requirements, OPR reserves the right to waive or adjust the funding targets. While these funding targets are a priority, the APGP does not exclusively prioritize projects from California Native American Tribes, DACs, and Small and Rural Communities.

Note: APGP staff will prioritize proposals from targeted communities for Application Technical Assistance (refer to [Section 2.6. Technical Assistance \(TA\)](#), as these communities typically face more barriers to access and less capacity to apply for competitive grant programs.

CALIFORNIA NATIVE AMERICAN TRIBES



APGP aims to allocate funding to three, or more, qualifying projects led by California Native American Tribes, eligible entities having co-ownership with a California Native American Tribe, or eligible entities led by a California Native American Tribe. This funding target prioritizes a portion of APGA funding for tribal entities and is designed with maximum flexibility to meet the needs of California Native American Tribes and tribal communities in their climate adaptation process. Proposals where the Lead Applicant is a California Native American Trib will receive a scoring advantage (See [Appendix A: Scoring Criteria](#)).

California Native American Tribes are not required to show proof of tribal status. However, APGA staff will review their Pre-Application Interest Form and Main Application Form to confirm whether or not the tribe is either 1) a federally recognized Native American tribe or 2) on the contact list maintained by the Native American Heritage Commission (NAHC).

DISADVANTAGED COMMUNITIES (DAC)

APGP intends to award four or more qualifying projects that directly benefit disadvantaged communities by ensuring that at least 51% of the project area is comprised of disadvantaged communities using the ICARP Grants Mapping Tool (refer to [Appendix J](#) for more information). Proposals where the Lead Applicant's combined jurisdiction or project's impact area is a disadvantaged community will receive a scoring advantage (See [Appendix A: Scoring Criteria](#)).

In order to showcase that your project meets this criterion, follow the steps outlined in the [Pre-Application](#) and Main Application Forms. To qualify for the DAC funding target, the application must demonstrate that the project directly benefits disadvantaged communities and meets one of the following metrics:

Option 1: Disadvantaged communities make up at least 51% of the Lead-Applicants' *combined jurisdiction* by Census tracts or population.

Option 2: Disadvantaged communities make up at least 51% of the *project's impact area* by Census tracts or population. *Note: Option 2 should be accompanied by an explanation of the method used to define the project's impact area's boundaries. This explanation should demonstrate how the method accurately identifies the geographic scope or the project's activities.*

For applications with a geographic scope on the county scale, the following DAC criteria should be used. Projects should use one or both of the following qualifications to identify disadvantaged communities:

- Disadvantaged Communities as defined by the California Environmental Protection Agency per SB 535 make up at least 51% of the Lead-Applicants' county(s) by Census tracts or population.
- County(s) with median household incomes at or below 80 percent of the statewide median income.



SMALL AND RURAL COMMUNITIES

The APGP intends to award three, or more, qualifying projects to small and rural communities by identifying communities situated 100% outside of contiguous urban areas, with populations fewer than 75,000, and designated as low-income per [Assembly Bill \(AB\) 1550](#) using the ICARP Grants Mapping Tool (refer to [Appendix J](#) for more information). Proposals where the Lead Applicant's combined jurisdiction or project's impact area is a small and rural community will receive a scoring advantage (See [Appendix A: Scoring Criteria](#)).

In order to showcase that your project meets this criterion, follow the steps outlined in the [Pre-Application](#) and Main Application Forms:

Prioritization

REGIONAL DIVERSITY

While the APGP provides applicants the flexibility to self-identify the geographic focus and partnership structure of their projects, to achieve regional diversity, APGP intends to fund at least one qualifying project from each of the nine geographic regions defined by the California Climate Adaptation Strategy (refer to [Appendix B. California Climate Adaptation Strategy Regions](#) for more information).

2.5. Core Project Components

All applications should include the following core project components in their projects. These components consist of partnerships, prioritization of vulnerable communities, plan alignment, and integrated financing strategies.

Co-Applicants & Partnership

To be eligible for APGP, the Lead Applicant must partner with at least one Co-Applicant unless a justification is submitted. Partnering with more than one Co-Applicant is encouraged. Together, the Lead Applicant and Co-Applicant(s) partners are collectively referred to as "Applicants." In the application's narrative section, Applicants must detail the partnership structure and the roles and responsibilities of each of the Applicants.

PUBLIC ENTITIES PARTNERSHIPS

If the Lead Applicant is a public agency, they must partner with at least one [community-based organization](#) or California Native American Tribe.

Requirements

- Public entities should partner with community-based organizations or tribe to ensure that planning efforts prioritize the needs of vulnerable communities.
- Strong and diverse partnerships should include groups with unique strengths and community-informed approaches, demonstrating a track record of effectively engaging communities.
- Community partnership should identify key interest groups and potential partners early in the application and development process, using established community



engagement methods like participatory budgeting or the formation of an advisory board.

Justification

- If establishing a community partnership is not feasible, Applicants should provide a written explanation as to why partnership isn't feasible and/or a plan describing how they will engage with the community and create partnership opportunities (refer to [Section 2.7. Community Partnership](#) for more information).

COMMUNITY-BASED ORGANIZATION PARTNERSHIPS

If the Lead Applicant is a community-based organization, they must partner with at least one public entity or California Native American Tribe.

Requirements

- Community-based organizations should partner with a local public entity or Tribe to ensure that planning efforts funded can ultimately be implemented by local, regional, or tribal entities.

Justifications

- If it is not feasible to obtain public entity or tribal support, community-based organization Applicants should explain why partnering with a public entity or tribe is not possible (refer to [Section 2.7. Community Partnership](#) for more information).

ACADEMIC INSTITUTION PARTNERSHIPS

If the Lead Applicant is an academic institution, they must partner with at least one public entity or California Native American Tribe and one community-based organization.

Requirements

- Academic Institutions should partner with a local public entity or Tribe to ensure that planning efforts funded can ultimately be implemented by local, regional, or tribal entities.
- Academic Institutions should also partner with a community-based organization to ensure that planning efforts prioritize the needs of vulnerable communities.

Justifications

- If it is not feasible to obtain public entity or tribal support, academic institution Applicants should explain why partnering with a public entity or tribe is not possible.
- If establishing a community partnership is not feasible, Applicants should provide a written explanation and a plan describing how they will engage with the community and create partnership opportunities (refer to [Section 2.7. Community Partnership](#) for more information).



CALIFORNIA NATIVE AMERICAN TRIBE PARTNERSHIPS

Tribes are exempt from the requirements to partner with a public entity or other Co-Applicants and are not required to submit a justification to demonstrate that such a partnership is not feasible.

LIMITED WAIVERS OF SOVEREIGN IMMUNITY

OPR acknowledges the sovereignty of Federally recognized Tribes. Federally recognized Tribes serving in the role of Lead or Co-Applicant will not be required to submit a limited waiver of sovereign immunity to OPR.

Prioritization of Vulnerable Communities

All Applicants should consider and address how the project will serve members of Vulnerable Communities, including Access and Functional Needs Communities (AFN), tribal communities, rural communities, and Disadvantaged Communities. These disparities arise from physical (built and environmental), social, political, and/ or economic factor(s), which are exacerbated by climate impacts. These factors include, but are not limited to race, class, sexual orientation and identification, national origin, and income inequality.

While not an exhaustive list, the provided tools and data can be used to identify climate vulnerable communities. Recognizing that no single tool is can comprehensively identify all vulnerable communities, each Applicant is encouraged to use a combination of tools from the list below to identify their unique, vulnerable communities.

- [CalEnviroScreen 4.0 \(CES\)](#) – CalEnviroScreen can be used to describe the disadvantaged communities based on historic pollution exposure and socio-economic indicators within the physical scope of the proposed project.
- [California Healthy Places Index \(HPI\)](#) – The Healthy Places Index is a dataset and online tool that maps local factors that predict life expectancy and compares community conditions across the State. The HPI combines community characteristics, like access, to healthcare, housing, education, and more, into a single indexed score. Higher HPI scores represent healthier communities. Applicants can also reference the [California Healthy Places Index Extreme Heat Addition](#).
- [Climate Change & Health Vulnerability Indicators for California \(CCHVI\)](#) – The CCHVI tool can be used by local health partners and planners to identify people and places that are more susceptible to adverse health impacts associated with climate change, specifically extreme heat, wildfire, sea level rise, drought, and poor air quality.
- [Access and Functional Needs \(AFN\) Web Map](#) – Can be used to assist emergency managers and planners to identify Access and Functional Needs Communities.
- The Social Vulnerability Scores from the [Federal Emergency Management Agency's \(FEMA\) National Risk Index](#) –The [Social Vulnerability Scores](#) can be used to determine susceptibility of social groups to adverse impacts from current and historic natural hazards for each United States county and Census tract.
- [Climate and Environmental Justice Screening Tool](#) – CEJST can be used to identify disadvantaged communities that meet the Justice40 Initiative. The tool uses eight indicators of burden through census tract data: climate change, energy, health, housing, legacy pollution, transportation, water and wastewater, and workforce development.

Refer to [Appendix D. Climate Adaptation and Resilience Resources](#) for additional guidance and resources.



Plan Alignment

Plan alignment is one of the most effective strategies to accelerate the development and implementation of holistic and effective resilience plans and processes. For State information on plan alignment best practices, guidance, and examples, applicants can reference OPR's [Climate Resilience Plan Alignment Toolkit](#). Information in the Toolkit is useful for developing collaborative and cross-jurisdictional proposals. Applicants will have the opportunity to demonstrate that their proposed projects are consistent with relevant local, regional, or statewide plans, use the best available science, and foster an aligned, collaborative planning approach. An Applicant should demonstrate this consistency by describing the proposed project's alignment with existing, relevant plans and how the proposed project incorporates best available science in the application narrative.

ALIGNMENT WITH EXISTING LOCAL, REGIONAL, OR STATEWIDE PLANS

Applicants may reference various plans when developing their proposals, including the [California Climate Adaptation Strategy](#), the California [Extreme Heat Action Plan](#), the [State Hazard Mitigation Plan](#), other state plans, city or county general plans, local hazard mitigation plans, climate action plans, tribal-led plans, integrated regional water management plans, or other local plans. As a starting point, applicants can use the [ResilientCA Adaptation Planning map](#) to search for relevant city and county plans, and the [Adaptation Clearinghouse](#) to search for other adaptation efforts and resources by location, climate impact or topic.

Note that planning projects may also include efforts to revise land use plans consistent with the jurisdiction's goals and policies. Plans should also consider any anticipated growth in population or density in the communities the proposed project or plan will serve, including accounting for population growth due to planned housing development. If an Applicant does not demonstrate consistency with a jurisdiction's goals and policies, and its proposed project does not include an effort to update the goals and policies to remedy that inconsistency, the Applicant should explain the reasons in the application. The Applicant should also explain how its proposed project is still consistent with the goals and priorities of the APGP.

ALIGNMENT WITH THE BEST AVAILABLE SCIENCE AND INFORMATION

For alignment with the best available science Applicants can reference data, findings, projections, and models within the most current [California Climate Change Assessments](#), [CalAdapt](#), and other resources referenced in [Appendix E. Climate Adaptation and Resilience Resources](#). Tribal communities are encouraged to use Indigenous and Traditional Knowledge(s). If applicants reference sources other than those listed above, such as local studies, applicants should describe how/why those sources demonstrate the best available science and why APGP listed sources do not apply.

Integrated Financing Strategies for Climate Resilience

To ensure the sustainability of these projects, it is imperative to integrate state or federal infrastructure grant alignment and/or financing solutions into the core of adaptation planning projects. By strategically linking climate adaptation planning with state or federal infrastructure grants or longer-term financing solutions, communities can tap into essential financial resources to sustain their resilience efforts.



Incorporating these goals into the planning process enables communities to access crucial financial support, enhancing their capacity to implement innovative solutions that address the evolving challenges posed by a changing climate. By integrating financing solutions into climate adaptation planning, communities can unlock sustainable funding mechanisms that extend beyond the initial project phases.

Applicants are encouraged to refer to external resources when developing their proposals, such as: [Fourth Climate Change Assessment - Climate Adaptation Finance and Investment in California](#), [Adaptation Finance Challenges: Characteristic Patterns Facing California Local Governments and Ways to Overcome Them](#) and [Paying for Climate Adaptation in California: A Primer for Practitioners](#).

2.6. Application

Application Process

Planning grants will be evaluated and awarded through a competitive process. The APGP will use a two-phased application process for all Applicants. Applications will be submitted electronically on Submittable and ICARP staff will provide additional information about the application process with the Notice of Funding Availability (NOFA) and Application materials.

PHASE 1: PRE-APPLICATION INTEREST FORM

February 16, 2024, staff will release a [Pre-Application Interest Form](#) which constitutes the first phase of the application process. Prospective Applicants, comprised of a Lead Applicant and/or Co-Applicant(s), are required to complete the Form to indicate their intent to apply to the program and gain access to Submittable, an online application platform. Completed Forms will be accepted on a rolling basis from February 16, 2024 – May 20, 2024. Completing the Form allows prospective Applicants to provide a broad overview of their proposed project, contact information, estimated budget, and request for Application Technical Assistance. APGP staff strongly encourage Applicants to fill out the form as soon as they are able and anticipate the form will take approximately 30 minutes to fill out. Pre-Application Interest Forms are not scored.

PHASE 2: MAIN APPLICATION

The main application and application materials will be released via Submittable, an online application platform, to all prospective Applicants who completed the Phase 1: [Pre-Application Interest Form](#). All application materials are due by **11:59p.m. (PT), June 3, 2024**. All applications and submitted materials are subject to the Public Records Act (Gov. Code, § 7920.000 et seq.) requirements and certain information may be publicly disclosed pursuant to those requirements.

Below is a summary of the Main Application components to be submitted on Submittable:

- Project Vision and Description Narrative
- Community Need and Adaptive Capacity Narrative
- Co-Benefits Narrative
- Community Partnership Narrative
- Workplan containing clear timelines, discrete tasks, and detailed deliverables.
- Budget containing sufficient detail, broken down by task and line item.



- Letters of Support
 - One letter of support from each Co-Applicant on the project.
 - Up to five letters of support from the local, and/or regional communities, CBOs, elected officials, and appointed leaders. These letters can include community partnership justification and approval, budget justification and approval, etc.

APPLICATION REVIEW PROCESS

APGP staff will first evaluate applications to ensure that they are both eligible and complete. Ineligible or incomplete applications will not proceed to the next step in the review process.

Applications that are found to be eligible and complete will proceed to scoring. The staff and an interagency review panel will evaluate applications using the scoring criteria below. Applicants will receive a single score out of 90 points. Top scoring applicants will be invited to a finalist interview scored out of 10 points. APGP staff will recommend awards based on these scores. Thereafter, OPR will make final awards.

Application Support

TECHNICAL ASSISTANCE (TA)

To aid the development of competitive Proposals, APGP will provide application TA to eligible Applicants through a third-party provider ([Civix](#)). Depending on the volume of interest received, OPR will prioritize applicants from Funding Target communities, such as California Native American Tribes, Disadvantaged Communities (DAC), and Small and Rural Communities, based on the volume of interest received. Additionally, consideration will be given to the applicant's capacity for proposal development (refer to [Section 2.4. Funding Targets](#) for more information). Applicants interested in being considered for Application TA should submit the [Pre-Application Interest Form](#) as soon as possible and by March 18, 2024 to be considered for priority technical assistance. Technical assistance requests will be accepted on a rolling basis after this time.

Application TA activities during the application development process may include, but are not limited to:

- Clarifying guidance about requirements and guidelines during application development
- Frameworks, tools, and templates for APGP Applicant use in proposals
- Direct application assistance, including answering specific TA questions, review of proposed application responses, and partnership support

APGP and the TA provider will work collaboratively with Applicants to determine the scope, scale, and timeline of direct Application TA available to those prioritized for assistance. Applicants prioritized and selected for TA will be notified by OPR.

Please note that receiving Application TA does not guarantee that an Applicant will be awarded an APGP grant.



APPLICATION WEBINARS

Application webinars will be available via the internet (Zoom) and phone call. Dates, times, and locations will be announced and listed on the [APGP webpage](#). Staff will post recordings of all general audience webinars on the APGP webpage.

APGP staff will provide support to individual applicants through office hours and email. Refer to [Section 2.6. Application](#) for more information on how applicants can ask staff for help in the process.

Questions

Direct questions to ICARP staff through the contact information listed below:

Integrated Climate Adaptation and Resiliency Program (ICARP)
 Governor's Office of Planning and Research
 1400 Tenth Street Sacramento, California 95814
 Telephone: [\(916\) 758-0597](tel:(916)758-0597)
 E-mail: icarp.grants@opr.ca.gov

Applicants may ask questions during application webinars or submit written questions via mail or electronic mail. APGP staff will offer drop-in technical assistance office hours and the opportunity to meet 1:1 to discuss application questions throughout the entire application period. Technical assistance will be limited to questions about the guidelines and application process; staff will not be able to answer questions regarding the competitiveness of any applicant or a proposed project. ICARP will respond to all questions, including all questions raised in office hours and 1:1 meetings, with a high-level question-and-answer document that will be posted on the APGP webpage and shared with all Pre-Application Interest Form respondents and announce the release of this document through ICARP e-blasts. Any verbal communication with ICARP staff concerning this solicitation is not binding on the State and will in no way alter a specification, term, or condition of the solicitation. Therefore, all program-related questions should be directed in writing to assigned ICARP staff using the contact information above.

2.7. Application Scoring

Completed applications will be scored based on review of six categories including:

Application Component	Total Points Possible
Project Vision and Description	15
Community Need and Adaptive Capacity	30
Co-Benefits	10
Partnership	20
Workplan and Budget	15
Finalist Interview	10
Total	100

The following scoring criteria will be applied to completed applications. APGP Staff and Interagency Panel Reviewers will score each category based on a list of questions. Project



proposals will be awarded points based on both the number of elements addressed, as well as the extent to which each element is incorporated into the project's planning activities.

Project Vision & Description

Up to 15 points

Instructions: Present a comprehensive project overview that encompasses key program components including partnerships, prioritization of vulnerable communities, plan alignment, and integrated financing strategies (refer to [Section 2.5. Core Project Components of the guidelines](#) for more information). Describe the key elements and deliverables of this project. Provide an overview of how the project responds to the unique challenges confronted by the community in the context of climate adaptation. Explain how the proposed project integrates with existing local or regional adaptation efforts and encourages cross-sector collaboration to address multiple climate hazards, risks, and vulnerabilities simultaneously. Clearly articulate how the project not only builds on but also complements or fills gaps within ongoing initiatives related to climate adaptation in the region. If there are pertinent local or regional adaptation plans or projects, reference those and elaborate on the specific relationships and contributions your project brings to these existing efforts. If the project aims to address gaps in local or regional planning, provide a clear description of the identified gap and articulate how the project is designed to bridge it.

APGP Staff and Interagency Panel Reviewers will score the Project Description & Vision section based on their ability to answer the following questions:

1. How clear is the description of the project's key elements and deliverables, and to what extent does it provide a comprehensive overview, including key program components such as partnerships, prioritization of vulnerable communities, and plan alignment? (7 points)
2. How effective does the proposed project demonstrate alignment with and address the climate adaptation goals, plans and priorities of the local area? If the proposed project addresses a gap in local or regional planning, does it clearly build on, complement, or fill those gaps? (8 points)

Refer to [Appendix E. Project Vision & Description](#) to review the scoring criteria associated with each question. Refer to [Appendix C. Tips for a Successful Adaptation Planning Grant](#) for tips to successful application.

Community Need & Adaptive Capacity

Up to 30 points

Instructions: Describe any existing information about vulnerable communities in the proposed project area, how they have been involved in the project to date, and how the project will address their current and future needs. Describe known or likely impacts and vulnerabilities from climate change; existing inequities, marginalization, exclusion, or disinvestment within the community; hazards faced in the past, the overall planning approach and process, and how the proposed cross-sector planning project will expand on existing knowledge and fill information gaps on climate change vulnerability, impacts, and/or adaptation solutions and build community resilience to multiple climate change-related hazards or impacts. *Background information and resources in [Section 2.5.](#)*



[Prioritization of Vulnerable Communities](#) and [Appendix E. Community Need & Adaptive Capacity](#) of the guidelines can support applicants in answering this section.

APGP Staff and Interagency Panel Reviewers will score the Community Need & Adaptive Capacity section based on their ability to answer the following questions:

1. Is your project a funding target? (6 points)
2. Does the response provide a detailed account of existing information pertaining to vulnerable communities within the proposed project area, explain the extent of their involvement in the project (refer to [Section 2.5. Prioritization of Vulnerable Communities](#))? (8 points)
3. Does the response describe known or anticipated climate change impacts and vulnerabilities, considering past hazards faced, including climate-related displacement and involuntary migration? Does it include the use of local/regional climate data, best scientific information, local knowledge, or traditional ecological knowledge? Alternatively, if such data is unavailable, does the response explain how it will be gathered during the planning process? (8 points)
4. Does the response outline the proposed planning approach, how the proposed project will address the unique needs of vulnerable communities, enhance their [adaptive capacity](#), and advance adaptation solutions? (8 points)

Refer to [Appendix E. Community Need & Adaptive Capacity](#) to review the scoring criteria associated with each question.

Co-Benefits

Up to 10 points

Instructions: Describe how the proposed project will prioritize strategies and outcomes that provide direct and measurable climate change adaptation co-benefits especially for the benefit of vulnerable communities such as social equity, health and daily living condition improvements, air quality enhancements, water resource protection and quality enhancement, nature-based solutions, and greenhouse gas emissions mitigation. Include a description of how the project will address existing social, health, economic and/or racial inequities and provides multiple benefits across sectors and climate issues. Applicants are encouraged to think systematically about the interconnectedness of the climate impacts facing their community, existing social, health, economic, and racial inequities within their community, and adaptive capacity across all neighborhoods and populations. Refer to Appendix E. Co-Benefits of [the guidelines](#) to review the scoring criteria associated with this question which can support applicants in answering this section.

APGP Staff and Interagency Panel Reviewers will score the co-benefits section based on their ability to answer the following question:

1. How does the proposed project prioritize strategies to enhance climate and community resilience across multiple sectors, particularly in communities with a history of disinvestment and marginalization? (5 points)
2. In what ways does the project showcase a comprehensive understanding of the interconnected nature of climate impacts, detailing broader benefits to enhance



daily living conditions and community resilience for groups facing health, economic, and racial inequities? (5 points)

Refer to [Appendix E. Co-Benefits](#) to review the scoring criteria associated with each question.

Community Partnership

Up to 15 points for Narrative Questions. Up to 5 points for Letters of Support.

OPTION 1 – PROPOSED PARTNERSHIP

Instructions: Describe the organizations involved in the project partnership, including each organization’s mission, who they have historically served, and their specific roles and responsibilities in the project. These can include community leaders, California Native American Tribes or tribal-serving organizations, labor unions, non-profits, faith-based groups, community-based organizations, academics, economic development institutions, workforce development groups, businesses, representatives from local School District, Community College District, local health departments, community health workers, health equity advocates, and others. Describe the partnership structure and how the partners will work together, equitable, shared governance and decision-making approaches informing the partnership, and why this specific group of organizations is well suited to carry out the proposed planning activities, such as examples of community support. Include details on previous history working together if applicable; if this is an emerging partnership, share what aspects of this new partnership will set the group up for success.

APGP Staff and Interagency Panel Reviewers will score the Community Partnership section based on their ability to answer the following questions:

1. Is the partnership structure diverse in its representation of residents and key interested parties, demonstrating broad, inclusive, and equitable community engagement and does the partnership structure reflect community-led decision-making practices? (8 points)
2. Do the members of the partnership possess proven track records, strengths, and approaches that ensure the effective and community-centered implementation of the proposed project? For example, do the Applicants demonstrate readiness and capacity to manage grants, coordinate diverse partners, and fulfill fiscal and project management responsibilities within the specified timeframe and budget? (7 points)
3. Does the partnership and letters of support collectively exhibit robust community support for the proposed project? (5 points)

Refer to [Appendix E. Community Partnership](#) to review the scoring criteria associated with each question.

OPTION 2 – JUSTIFICATION FOR LACK OF PARTNERSHIP

Instructions: While Applicants are strongly encouraged to include robust, diverse, multi-sector partnerships, this is not always possible for communities. In such instances, the Applicant should explain in this section why a partnership is not feasible at this time and/or outline in their application a plan to engage with and build partnership opportunities. For the



plan to engage with and build partnerships, Applicants are encouraged to consider similar elements as outlined in [Option 1 - Proposed Partnership](#).

If you are a public entity, your answer should explain how you will engage with the community to create partnership opportunities.

If you are a community-based organization, your answer should explain why partnership with a local public entity or tribe is not feasible and/or how you will engage with a public entity and/or tribes to create partnership opportunities.

If you are an academic institution, your answer should explain how you will engage with a public entity, tribe, or community-based organizations to create partnership opportunities.

APGP Staff and Interagency Panel Reviewers will score this section based on their ability to answer the following questions:

1. Does the justification effectively communicate the reasons behind the current infeasibility of establishing a partnership? Is there a clear and compelling explanation of a plan to engage with and build partnership opportunities or broader support for the project? (10 points)
2. Does the justification and engagement description demonstrate a profound understanding of community needs and priorities, emphasizing a community-centered approach? Are the proposed strategies tailored to address specific community challenges and enhance resilience? (5 points)
3. Do the letters of support verify this justification for lack of partnership? (5 points)

Refer to [Appendix E. Option 2- Justification for Lack of Partnership](#) to review the scoring criteria associated with each question.

OPTION 3 – TRIBAL PROJECT

Instructions: Projects led by California Native American Tribes, eligible entities having co-ownership with a California Native American Tribe, or eligible entities led by a California Native American Tribe can outline the support they have for the development and implementation their proposed projects.

APGP Staff and Interagency Panel Reviewers will score the Community Partnership section based on their ability to answer the following questions:

1. Does the response effectively communicate clear and compelling support for the project? Does the response highlight resources allocated to support the project? (10 points)
2. Does the response demonstrate a profound understanding of community needs and priorities, emphasizing a community-centered approach? Are the proposed strategies tailored to address specific community challenges and enhance resilience? (5 points)
3. Do the letters of support outline support for the project? (5 points)

Workplan and Budget

15 points



Instructions: The applicant should provide a workplan that includes a comprehensive list of proposed tasks that correspond to the required program components including partnerships, prioritization of vulnerable communities, plan alignment, and integrated financing strategies (refer to [Section 2.5: Core Program Components](#)), optional program activities, and a timeline for completion of key tasks and deliverables, and the partners involved in implementing each task.

The budget table should provide reviewers with a clear understanding of how the applicants have allocated time and funding resources to various elements of the workplan. The budget should allocate resources across entities within the partnership to lead or support on specific tasks that reflect their strengths and experience. The budget should strike a balance between programmatic and staff costs and direct expenses to ensure effective project implementation.

APGP Staff and Interagency Panel Reviewers will score this section based on their ability to answer the following questions:

1. Does the applicant provide a comprehensive workplan that includes a description of proposed tasks, subtasks, and associated required and optional program activities; a timeline for completion of key tasks and deliverables; and partners involved in implementing each task and subtask? Does the workplan provide a sufficient description of how tasks will advance the [APGP Core Project Components](#). Does the workbook include a feasible timeline for completion of key tasks and deliverables? (8 points)
2. Does the budget demonstrate meaningful costs that are well-aligned with the workplan and correspond to project objectives and AGRP goals. Is sufficient funding allocated to ensure effective implementation? Does the proposed budget demonstrate an equitable allocate resources across entities within the proposed partnership to lead or support specific activities that reflect their strengths and experience? (7 points)

Refer to [Appendix E. Workplan and Budget](#) to review the scoring criteria associated with each question.

Finalist Interview

10 points

Top scoring Applicants after the internal and Interagency Review will be invited to a finalist interview with OPR staff. These interviews enable reviewers to ask clarifying questions and dig deeper into the applicant's proposals. Applicants will receive up to 10 additional points from the interview portion in addition to the 90 base points available from the submitted application components. Applicants should include as many project partners as possible in the interview to demonstrate the strength and diversity of leadership within the partnerships. Interview responses will be assessed to the degree applicants' responses:

1. Present a clear vision of the projects proposed tasks and meaningful approach to climate adaptation. (4 points)
2. Articulates how the proposed workplan aligns with the core program components and AGRP Goals. (3 points)



3. Demonstrates strength and diversity of the partnership and a vision for the role of each partner. (3 points)

Refer to [Appendix E. Finalist Interview](#) to review the scoring criteria associated with each question.



3. Grant Administration

3.1. Grant Management

Match Funding and Cost Sharing

No match funding is required. The APGP wishes to fund viable projects. Applications that provide matching funds will not increase their chances of getting funded. The APGP funding may be used to provide the required match funding to release other funding or grant opportunities. If additional funding is needed in addition to the APGP funding for the project to be executed, details must be provided in the budget and work plan, including the likely timeline for securing the additional funding. Additional funding should be included and referenced in letters of support from project partners and local community organizations.

Partnership Agreements

All lead applicants and co-applicants will need to enter into a written partnership agreement and provide a copy of the signed partnership agreement to OPR prior to finalizing the grant agreement. Applicants should describe their partners and the expected roles in the application. The partnership agreement should at a minimum: 1) outline the respective roles and obligations of the lead applicant and the co-applicant(s) throughout the grant term to implement the project, 2) include commitments from the lead applicant and the co-applicant(s) that they will implement their respective obligations, 3) require co-applicants to retain and provide documentation of actions taken related to the project to the lead applicant, and 4) include information about how the partners will make decisions and resolve disputes.

OPR will provide a partnership agreement template to assist applicants with the partnership agreement, though use of the template is not required.

Review Process and Grant Agreements

All project proposals submitted for the 2024 Adaptation Planning Grant Program (APGP) will be reviewed by the APGP Interagency Review Panel and administrative staff, who will review applications for eligibility, content, submission of proper documentation, meeting technical criteria, overall relationship to statewide planning efforts, and compliance with state planning requirements. Applications will be evaluated based on how well they describe the project, justify the need for the project and APGP funding, reflect the program evaluation criteria, and articulate a concrete Work Plan and project timeline.

APGP staff encourages those public entities that have not yet conducted climate resilience planning in their jurisdiction to apply, as well as those who are further ahead. Projects that reach vulnerable communities and meet multiple criteria will be evaluated favorably.

Interagency review panel recommendations will be presented to the ICARP leadership for their consideration. APGP staff will make a final determination on all grants in the Spring 2023.

The Grant Agreement is considered fully executed once it is signed by OPR's authorized signatory; this is when work can commence. Grantees cannot request reimbursement for any costs incurred or work completed before grant execution.



OPR, through its programs, is dedicated to transparency and compliance with state auditing requirements and applicable records retention/disclosure rules. Applicants should expect that grant agreements will reflect consistency with these standards and ensure compliance with applicable rules and requirements.

Disbursement and Accounting Funds

- The APGP is primarily a reimbursement grant program. OPR will provide the grant recipient with the necessary grant award and invoicing documents for the reimbursement process. Some applicants may qualify for a limited number of advanced payments. Refer to the Advanced Pay section below for more information on how to qualify.
- OPR will withhold the last 5% of the grant, to be paid once the State has determined that the grant terms have been fulfilled.
- The grantee cannot request reimbursement for any work completed before the execution of the grant agreement.
- Grantees may request reimbursement from OPR every quarter (every three months).
- Partners should invoice the grantee before the grantee submits an invoice to OPR.
- The grantee will be responsible for compiling all invoices, supporting documentation, and reporting materials for themselves and the partners into a single package. Once the package has been approved for payment, funds will be dispersed to the grantee.
- The grantee is responsible for dispersing payment to their partners.

3.2. Advanced Pay

Pursuant to authority granted by the legislature in 2023 (AB 590 (Hart, 2023)), State agencies administering a grant program may provide up to 25% of the total grant awards in advanced payments to grant recipients that are private, nonprofit organizations under Section 501(c)(3) of the Internal Revenue Code and meet specified requirements. Under these provisions, OPR may grant an advance payment exceeding 25% of the grant award only if OPR determines that the project requires a larger advance, and that the recipient entity provides sufficient justification and documentation for that larger advance to the administering state agency. **OPR will not be able to guarantee the availability of advanced payments to any applicant at the time of award.**

In order to be eligible for advanced pay, the recipient entity must do the following:

1. Demonstrate that the applicant's project will serve disadvantaged, low-income or under-resourced communities.
2. Provide an itemized budget for the eligible costs the advanced payment will fund, indirect or other costs needed to operate, a spending timeline, and a workplan in a template provided by OPR.
3. Submit documentation to support the need for advance payment, including a detailed description of the activities in the workplan to be funded by advanced



payments and why the advanced payments are needed. In addition, applicants will need to produce documentation that provides evidentiary support for why advanced pay is needed, which may include, but is not limited to, invoices, contracts, estimates, payroll records, and financial records.

4. Demonstrate its current status in good standing as an organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.
5. Deposit any funds received as an advance payment into a federally insured account that provides the ability to track interest earned and withdrawals. Any accumulated interest shall be deemed to be grant or contract moneys, subject to federal and state laws and regulations, and the recipient shall report interest earned on the advance payment to OPR. The account must be in the recipient entity's name, and not in the name of any of its directors or officers.
6. Provide procedures that the applicant will follow to minimize the amount of time that elapses between the transfer of funds and the expenditure of those funds.
7. Provide progress reports on the expenditure of advanced funds no less than on a quarterly basis, and also following the expenditure of an advanced payment, which include, at minimum, a summary of work completed and proof of expenditure. OPR will provide an advanced pay progress reporting template prior to finalizing the grant agreement.
8. Return to OPR any unused funding provided as an advance payment, but not expended within the grant or contract timeline.
9. Comply with state statutes, regulations, requirements and the terms and conditions of the state award. Advanced pay recipients may be required to obtain insurance in an amount commensurate with the assessed risk stipulated within the grant agreement.

In addition, the following procedures will be included as terms in the grant agreement for all grantees receiving advanced payments:

- In their application for advanced pay, all grantees must include a timeline that specifies a deadline by which each advanced payment will be spent. At the time of approval of the advanced payments, this timeline will be finalized between OPR and that grantee.
- If a grantee approved for advanced payment realizes that they will no longer be able to expend the advanced payment by the deadline in its advanced payment timeline, the grantee must notify OPR no later than 5 business days before the deadline. Along with this notice, the grantee must provide to OPR a description of why it is not able to expend the payment by the deadline, and the new deadline to expend the payment for OPR's approval.



- Within 10 business days of expending the advanced payment, the grantee must provide OPR with a summary of work completed, proof of expenditure, and other information requested in a reporting template to be provided by OPR.
- Grantees receiving advanced pay must provide status updates on the expenditure of advanced pay funds if an update is requested by OPR.

3.3. Errors

If a prospective Applicant encounters any ambiguity, conflict, discrepancy, omission, or other errors in the solicitation, the Applicant should immediately notify OPR in writing and request modification or clarification of the document. Modifications or clarifications will be given by written notice to all parties who requested the solicitation, without divulging the source of the request for clarification. OPR shall not be responsible for failure to correct errors.

3.4. Modification or Withdrawal of Proposal

A prospective Applicant may, by e-mailing ICARP Adaptation Planning Grants Program staff at icarp.grants@opr.ca.gov, withdraw or modify a submitted proposal before the deadline to submit proposals. Proposals cannot be changed after that date and time. A proposal cannot be “timed” to expire on a specific date. For example, a statement such as the following is non-responsive to the solicitation: “This proposal and the cost estimate are valid for 60 days.”

3.5. Immaterial Defect

OPR may waive any immaterial defect or deviation contained in an Applicant’s proposal. The OPR waiver shall in no way modify the proposal or excuse the successful participating Applicant from full compliance.

3.6. Responsibilities and Grant Agreement

These guidelines contain instructions governing a firm quotation to be submitted by interested eligible Applicants, the format in which the technical information is to be submitted, the material to be included, eligibility information, and responsibilities. Applicants should take the responsibility to carefully read the entire solicitation, ask appropriate questions promptly, submit all responses completely by the required date and time, and make sure that all procedures of the solicitation are followed and appropriately addressed.

The content of these guidelines shall be incorporated by reference into the final agreement. OPR reserves the right to negotiate with grant recipients to modify the project work plan, the level of funding, or both. If OPR is unable to successfully negotiate and execute a funding agreement with a grant recipient, OPR, at its sole discretion, reserves the right to cancel the pending award and fund the next highest ranked eligible project.

Grant recipients that receive funding under these guidelines should provide an authorizing letter of commitment approved by their governing authority to agree with OPR and designate an authorized representative to sign. Applicants are encouraged to provide



authorizing commitment letters at the time of proposal submission, but authorization should be submitted no later than 60 days after the notice of award.

OPR will send the approved agreement, including the general Terms and Conditions and any additional terms and conditions, to the grant recipient for review, approval, and signature. Once the grant recipient signs, OPR will fully execute the agreement. Recipients are approved to begin the proposal activities only after the full execution of the agreement.

3.7. No Agreement Until Signed or Approved

No agreement between OPR and the grant recipient is in effect until the agreement is signed by the Recipient and the OPR representative. No work shall begin until an agreement has been fully executed. OPR reserves the right to modify the award documents prior to executing the agreement.

3.8. Reporting Templates and Forms

OPR will provide templates for the progress reports, work plan, budget, invoice form, reimbursement, and advanced pay request forms through the grant agreement. These documents will record the project's expenditures and assess general progress on deliverables.

3.9. Confidential Information

All applications and submitted materials are subject to the Public Records Act (PRA) (Government Code, §§ 7920.000 et. seq) requirements and certain information may be publicly disclosed pursuant to those requirements. Materials will remain confidential through the evaluation process, however, all submitted documents will become publicly available records after OPR posts the awards or the solicitation is cancelled. Materials and information submitted to OPR post-award may also be publicly disclosed. Therefore, applicants should not include any sensitive, confidential, or proprietary information, including culturally sensitive information in any of their communications with OPR, during or following the application process.

If an applicant feels it is necessary to submit confidential information to OPR, it should contact OPR prior to submitting any confidential information to discuss any options available to limit the possibility of mandatory disclosure.

4. Appendix

Appendix A. Relevant State Laws

Current state law requires that considerations for climate change and associated risk be integrated into General Plans, Climate Adaptation Plans, and Local Coastal Programs, with further incentives to integrate adaptation in Local and Multi-Jurisdictional Hazard Mitigation Plans (LHMP/MJHMP). These plans guide the development of long-term community vision, infrastructure investments, community health and safety, emergency response and hazard mitigation, as well as economic development.



General Plans: SB 379 (Jackson, 2015), which is codified at Government Code section 65302, subdivision (g)(4), requires that local governments address climate change adaptation and resilience in the safety element of all general plans in California. Specifically, “upon the next revision of a local hazard mitigation plan, adopted in accordance with the Federal Disaster Mitigation Act of 2000 (Public Law 106-390), on or after January 1, 2017, or, if a local jurisdiction has not adopted an LHMP, beginning on or before January 1, 2022, the safety element shall be reviewed and updated as necessary to address climate adaptation and resiliency strategies applicable to the city or county.” GC § 65302(g)(4) requires that the following be included in the preparation of the climate adaptation and resiliency strategy:

- A vulnerability assessment that identifies the risks that climate change poses to the local jurisdiction and the geographic areas at risk from climate change impacts, including, but not limited to, an assessment of how climate change may affect the risks associated with existing natural hazards that must be addressed in the safety element.
- Information that may be available from federal, state, regional, and local agencies that will assist in developing the vulnerability assessment and the adaptation policies and strategies required.
- A set of adaptation and resilience goals, policies, and objectives based on the information specified in the vulnerability assessment, for the protection of the community.
- A set of feasible implementation measures designed to carry out the goals, policies, and objectives identified.

Climate Adaptation Plans: SB 1035 (Jackson, 2018) further amended Government Code section 65302, subdivision (g)(6), to require that local agencies update the climate adaptation portion of the safety element at least every eight years to identify “new information relating to flood and fire hazards and climate adaptation and resiliency strategies applicable to the city or county that was not available during the previous revision of the safety element.” This update is triggered upon either the next LHMP update or the next Housing Element update, at the jurisdiction’s discretion, but not less frequently than every eight years.

Local Coastal Programs (LCPs): LCPs carry out the Coastal Act at the local level through land use and implementation strategies and provide the legal standard for new and existing development and coastal resource protection. Required Elements of LCPs include (California Coastal Act. P.R.C. Division 20 § 30000):

- Policies to implement the Coastal Act at the local level.
- Minimizing risks and maximizing coastal resource protection (public access, recreation, marine, and terrestrial resources, coastal-dependent development), including consideration of sea level rise.
- Public outreach and participation for development, updates, and amendments.
- Consistency with the Coastal Act

Local Hazard Mitigation Plans (LHMPs): As outlined in U.S. Code title 42, section 5165 and Code of Federal Regulations Title 44, section 201.6, to receive FEMA mitigation project assistance, local governments must have an LHMP that was reviewed by the State Mitigation Officer and then approved by FEMA, before November 1, 2004. LHMPs must be



revised, reviewed, and approved every five years. Federal rules direct state and local governments to develop comprehensive and integrated plans that are coordinated through appropriate state, local, and regional agencies, as well as non-governmental interest groups. Moreover, state and local governments are encouraged to consolidate the planning requirements for different mitigation plans and programs to the extent feasible and practicable.

Although the LHMP and the general plan safety element are not intended to be identical documents, State law increasingly incentivizes the integration of these plans. For example, AB 2140 (Hancock, 2006) added Government Code sections 8685.9 and 65302.6 to allow (but not require) a county or city to adopt and/or incorporate by reference its current, FEMA-approved LHMP into the general plan safety element by providing a disaster mitigation funding incentive that authorizes the State to use available California Disaster Assistance Act (Cal. Code of Regulations, title 19, Chapter 6.) funds to cover local shares of the 25% non-federal portion of grant-funded post-disaster projects.

Currently, OPR provides guidance and technical assistance to support local and regional climate adaptation and resilience planning, including through the OPR General Plan Guidelines, Cal-Adapt Enterprise, the ICARP “Defining Vulnerable Communities in the Context of Climate Adaptation” resources guide, and the State Adaptation Clearinghouse.



Appendix B. California Climate Adaptation Strategy Regions

The nine [California Climate Adaptation Strategy \(CCAS\) Regions](#) are also known as the California Fourth Climate Change Assessment Regions. These regions include the: Central Coast, Inland Deserts, Los Angeles, North Coast, Sacramento Valley, San Diego, San Francisco Bay Area, San Joaquin Valley, and Sierra Nevada.

Map of California Counties and Climate Adaptation Strategy Regions



Central Coast

Background

[CCAS page on the Central Coast Region](#)

Central Coast Counties

- Monterey County
- San Benito County
- San Luis Obispo County
- Santa Barbara County

- Santa Cruz County

Inland Deserts

Background

[CCAS page on the Inland Deserts Region](#)

Inland Deserts Counties

- Imperial County
- Eastern Riverside County
- eastern San Bernardino County



Los Angeles

Background

[CCAS page on the Los Angeles Region](#)

Los Angeles Counties

- Los Angeles County
- Orange County
- Ventura County
- western Riverside County
- western San Bernardino County

North Coast

Background

[CCAS page on the North Coast Region](#)

North Coast Counties

- Del Norte County
- Humboldt County
- Lake County
- Mendocino County
- Siskiyou County
- Trinity County

Sacramento Valley

Background

[CCAS page on Sacramento Valley](#)

Sacramento Valley Counties

- Butte County
- Colusa County
- Eastern Solano County
- Glenn County
- Sacramento County
- Shasta County
- Sutter County
- Tehama County
- Western Placer County
- Yolo County
- Yuba County

San Diego

Background

[CCAS page on the San Diego Region](#)

San Diego Counties

- San Diego County

San Francisco Bay Area

Background

[CCAS page on the San Francisco Bay Area](#)

Counties

- Alameda County
- Contra Costa County
- Marin County
- San Francisco County
- Western Napa County
- Western San Mateo County
- Western Santa Clara County
- Western Solano County
- Western Sonoma County

San Joaquin Valley

Background

[CCAS page on the San Joaquin Valley](#)

San Joaquin Valley Counties

- King's County
- Merced County
- San Joaquin County
- Stanislaus County
- Western Fresno County
- Western Kern County
- Western Madera County
- Western Tulare County

Sierra Nevada

Background

[CCAS page on the Sierra Nevada Region](#)

Sierra Nevada Counties

- Alpine County
- Amador County
- Calaveras County
- Eastern Fresno County
- Eastern Kern County
- Eastern Madera County
- Eastern Tulare County
- El Dorado County
- Inyo County
- Lassen County
- Mariposa County
- Modoc County
- Mono County
- Nevada County
- Placer County
- Plumas County
- Sierra County
- Tuolumne County



Appendix C. Tips for a Successful Adaptation Planning Grant

To enhance the effectiveness of your APGP application, consider the following guidance. While not exhaustive, these tips will bolster the quality and impact of your proposed project.

Tip #1: Engage Technical Assistance Providers Early On

- Consult and engage Technical Assistance (TA) providers as early as possible in the application process to receive guidance on application development.
- Refer to [Section 2.5. Application Support](#) for more information and eligibility requirements for TA.

Tip #2: Integrate APGP Goals

- Refer to Section C. Program Goals for a complete list of APGP Goals and ensure alignment with your project objectives.

Tip #3: Align Across Sectors

- Align your project's planning activities and objectives across a variety of sectors, such as transportation, housing, land use planning, and public health.

Tip #4: Adopt an Equitable Planning Framework

- Integrate an Equity Checklist and Equity Resilience Indicators into your Work Plan.
- Address disaster resilience and recovery by supporting planning activities that facilitate recovery in communities affected by catastrophic climate events.
- Balance short term and long-term planning activities that advance equitable outcomes, public service availability, and access to social services.
- Center your planning framework around community-driven climate resilience.

Tip #5: Consult with your local public entity

- Consult with your local public entity for technical assistance before the application deadline. Local public entities may have resources that can help augment your application.

Tip #6: Engage with our staff

- Attend APGP Office Hours and include our staff as active partners in the application process.

Tip #7: Tailor your letters of support, petitions, and graphics

- Provide additional tailored letters of support and other media (i.e., diagrams, graphics, photographs) to enhance the application.
- If time/resources are limited, a petition format with list of supporters and specifics on how supporters will benefit from the project proposal can suffice.

Appendix D. Climate Adaptation and Resilience Resources

Example Engagement Strategies

In all phases, equity is a critical component of these efforts. This could mean informing and engaging climate vulnerable populations by:

- Partnering with community-based organizations to conduct outreach (and providing stipends when available).
- Using culturally appropriate materials in relevant languages and approaching outreach in ways that are culturally familiar to the community.
- Holding events at local, frequently visited locations that are easily accessible by transit (like libraries, schools, or recreation centers).
- Doing preparation work to train community members to be ambassadors on the planning process and lead aspects of the outreach.
- Use arts, music, and storytelling to engage youth and a broader audience.
- Providing childcare services and/or kids' activities.
- Provide assistive technologies (products, equipment, and systems) to help people who may have difficulty speaking, typing, writing, remembering, pointing, seeing, hearing, or learning.

Information on how to assess adaptive capacity, and identify the climate change risks and exposures within the project, may be obtained using:

- California Adaptation Planning Guide, Step 2.3 Adaptive Capacity
<https://resilientca.org/apg/phase-2/#panel-step2-3>
- Cal-Adapt.org, an online platform that can help identify, map, and model specific climate change exposures:
<https://cal-adapt.org/>
- Climate and Health Adaptation Planning Toolkit for local data and step-by-step guidance to develop a climate change and health vulnerability assessment:
<https://www.cdph.ca.gov/Programs/OHE/Pages/CaBRACE.aspx>
- Disadvantaged Communities Mapping Tool for evaluation Disadvantaged Community status throughout the State.
<https://gis.water.ca.gov/app/dacs/>
- California's Scoping Plan for Achieving Carbon Neutrality
<https://ww2.arb.ca.gov/resources/documents/2022-scoping-plan-documents>
- California's Climate Change Assessments
<https://climateassessment.ca.gov/>
- California Wildfire and Forest Resilience Task Force Regional Resource Kits
<https://wildfiretaskforce.org/regional-resource-kits-page/>
- Other tools and data resources, such as those on the State Adaptation Clearinghouse Tools and Data page and Find a Tool feature:
<https://resilientca.org/tools/find/>
- Using the results of a local or regional vulnerability assessment or action plan
- Any other locally developed projection model

Information on how to describe the impact of climate change risks and exposures on the community, particularly vulnerable populations, may be obtained using:

- CalEnviroScreen:
<https://oehha.ca.gov/calenviroscreen>



- Center for Disease Control and Prevention (CDC) Social Vulnerability Index– Database to help emergency response planners and public health officials identify, map, and plan support for communities that will likely need support before, during and after a public health emergency.
[CDC Social Vulnerability Index | Resources | Community Stress Resource Center | ATSDR](#)
- Climate Change and Health Profile Reports, created by the California Department of Public Health, which present projections for county and regional climate impacts, the climate-related health risks, and local populations that could be vulnerable to climate effects in each county:
<https://www.cdph.ca.gov/Programs/OHE/Pages/ClimateHealthProfileReports.aspx>
- Climate Change and Health Vulnerability Indicators for California (CCHVI) developed by the California Department of Public Health to better understand the people and places that are most susceptible to adverse health impacts associated with climate change. The data can be used to screen and prioritize where to focus deeper analysis and plan for public health actions to increase resilience.
<https://www.cdph.ca.gov/Programs/OHE/Pages/CC-Health-Vulnerability-Indicators.aspx>
- Guide to Defining Vulnerable Communities in the Context of Climate Change:
http://www.opr.ca.gov/docs/20200720-Vulnerable_Communities.pdf
- California Healthy Places Index (HPI), a project of the Public Health Alliance of Southern California, the Healthy Places Index (HPI) is a powerful and easy-to-use data and policy platform created to advance health equity through open and accessible data that drive health – like education, job opportunities, clean air and water, and other indicators that are positively associated with life expectancy at birth.
<https://www.healthyplacesindex.org/>
- Mapping Resilience: A Blueprint for Thriving in the Face of Climate Disasters:
https://apen4ej.org/wpcontent/uploads/2019/07/APEN-Mapping_Resilience-Report.pdf
- Regional Opportunity Index (ROI) developed by the UC Davis Center for Regional Change
<https://regionalchange.ucdavis.edu/projects/regional-opportunity-index>
- Department of Water Resources' California Groundwater Live
<https://sgma.water.ca.gov/CalGWLlive/#groundwater>
- State Water Board's GAMA Groundwater Information System
<https://gamagroundwater.waterboards.ca.gov/gama/gamamap/public/>

Resources to identify and prioritize climate adaptation measures and projects that address anticipated climate impact can be found here:

- The 2020 Adaptation Planning Guide guides on assessing climate impacts and adaptation strategies to address them:
<https://resilientca.org/apg/>
- The State Adaptation Clearinghouse hosts a range of case studies, adaptation plans and strategy documents, and state guidance:
 - Topic Pages include sector-specific climate change background information, featured state guidance documents, example strategies from Appendix D of



the Adaptation Planning Guide (also available in the guide PDF), and a curated search function for each topic:

- www.resilientca.org/topics
- <https://www.caloes.ca.gov/HazardMitigationSite/Documents/CA-Adaptation-Planning-GuideFINAL-June-2020-Accessible.pdf#search=adaptation%20planning%20guide>
- The Climate Equity Topic page provides information on equitable planning and achieving climate equity in adaptation and resilience efforts:
<https://resilientca.org/topics/climate-equity/>
- The Resilient CA Adaptation Planning Map (RAP-Map) provides links to local government adaptation planning documents:
<https://resilientca.org/rap-map>
- The Case Studies page includes summaries of the processes for developing plans and projects across the State:
<https://resilientca.org/case-studies/>
- California Natural Resources Agency's Expanding Nature-Based Solutions
<https://resources.ca.gov/Initiatives/Expanding-Nature-Based-Solutions>

Resources on funding and financing strategies to support long-term climate adaptation and resilience at the local level can be found here:

- Climate Adaptation Finance and Investment in California: This climate adaptation finance book was developed by Jesse M. Keenan from Harvard University, in partnership with OPR, through ICARP. This book serves as a guide for asset managers, risk managers, underwriters, project managers, planners, civic advocates, and elected officials working on projects and programs that address climate change impacts.
https://opr.ca.gov/docs/20181106-Keenan_Climate_Adaptation_Finance_and_Investment_in_California_2018.pdf
- Adaptation Finance Challenges: Characteristic Patterns Facing California Local Governments and Ways to Overcome Them: This report was prepared for California's Fourth Climate Change Assessment and offers feasible and effective solutions to adaptation finance challenges in California, including identification of funding and finance mechanisms and opportunities to overcome financing barriers to support local capacity building and resilience.
https://www.energy.ca.gov/sites/default/files/2019-12/Governance_CCCA4-CNRA-2018-007_ada.pdf
- Paying for Climate Adaptation In California: A Primer for Practitioners: This report was prepared by AECOM in partnership with OPR and serves as a guide for practitioners to navigate California's complex funding and financing processes to plan and develop adaptation and resilience infrastructure projects.
https://resourceslegacyfund.org/wp-content/uploads/Paying-for-Climate-Adaptation-in-California.pdf?utm_source=ASAP&utm_campaign=0e5c482bb5-EMAIL_CAMPAIGN_2018_06_14_06_26_COPY_01&utm_medium=email&utm_term=0_390b9a48ee-0e5c482bb5-417136457&mc_cid=0e5c482bb5



Appendix E. Application Scoring Criteria

Project Vision & Description

Up to 15 points

How clear is the description of the project's key elements and deliverables, and to what extent does it provide a comprehensive overview, including key program components such as partnerships, prioritization of vulnerable communities, and plan alignment? (7 points)

Scoring Criteria:

- **High (6-7 points):** The project description is exceptionally clear and detailed, offering a comprehensive overview of key elements and deliverables. It demonstrates a thorough understanding of program components, including partnerships, prioritization of vulnerable communities, and plan alignment. The narrative is compelling and leaves no ambiguity.
- **Medium (3-5 points):** The project description is clear and provides a comprehensive overview of key elements and deliverables. It outlines program components, including partnerships, prioritization of vulnerable communities, and plan alignment. Some refinements could enhance certain aspects.
- **Low (0-2 points):** The project description is minimal, lacks clarity, and offers limited information on program components, including partnerships, prioritization of vulnerable communities, and plan alignment. Significant improvements are needed for a more comprehensive overview and enhanced clarity.

How effective does the proposed project demonstrate alignment with and address the climate adaptation goals, plans and priorities of the local area? If the proposed project addresses a gap in local or regional planning, does it clearly build on, complement, or fill those gaps? (8 points)

Scoring criteria:

- **High (6-8 points):** The proposed project demonstrates exceptional alignment and responsiveness to the climate adaptation goals and priorities of the local jurisdiction. It comprehensively addresses unique challenges faced by the community with a clear, targeted approach. It provides a comprehensive overview of relevant plans or projects, clearly articulating how the proposed project relates to them. If addressing gaps in local or regional planning efforts, the proposed project exceptionally builds on, complements, or fills critical gaps in those planning efforts.
- **Medium (3-5 points):** The proposed project adequately aligns with and responds to some climate adaptation goals and priorities of the local jurisdiction. There is room for improvement in specificity and clarity regarding the response to unique challenges faced by the community. There is room for improvement in providing more depth and clarity regarding the relationship with relevant plans or projects. If addressing gaps, the proposed project adequately builds on, complements, or fills some gaps in other local or regional adaptation efforts.



- **Low (0-2 points):** The proposed project adequately aligns with and responds to some climate adaptation goals and priorities of the local jurisdiction. There is room for improvement in specificity and clarity regarding the response to unique challenges faced by the community. There is limited depth and clarity in the relationship with relevant plans or projects, and significant improvements are needed. If addressing gaps, the proposed project minimally builds on, complements, or fills gaps in other local or regional adaptation efforts.

Community Need & Adaptive Capacity

30 points

Is the proposed a funding target? (6 points)

- **Yes (6 points):** If the project is identified as a funding target, it receives the full score.
- **No (0 points):** If the project is not a funding target, it receives no points.

Does the response provide a detailed account of existing information pertaining to vulnerable communities within the proposed project area and explain the extent of their involvement in the project (refer to [Section 2.4. Prioritization of Vulnerable Communities](#))? (8 points)

Scoring criteria:

- **High (6-8 points):** The response provides a detailed and comprehensive description of vulnerable communities, including precise geographic locations, population characteristics, and key contributing factors to vulnerability. It demonstrates extensive involvement of community organizations in the project design, scoping, and objectives, showcasing a strong commitment to vulnerable communities.
- **Medium (3-5 points):** The description of vulnerable communities is adequate, offering a general understanding of their location and population characteristics. The plan to improve understanding through the planning process is mentioned but may lack some depth. Involvement of vulnerable communities is mentioned, but the description lacks depth or specificity. Some improvement is needed to enhance the level of community engagement.
- **Low (0-2 points):** The response minimally describes vulnerable communities, lacking detail on their location, population characteristics, and contributing factors to vulnerability. The plan to improve understanding through the planning process needs significant improvement. Information on the involvement of vulnerable communities in the proposed project is minimal, with little detail on their participation in design and objective identification. Substantial improvement is necessary.

Does the response describe known or anticipated climate change impacts and vulnerabilities, considering past hazards faced, including climate-related displacement and involuntary migration? Does it include the use of local/regional climate data, best scientific information, local knowledge, or traditional ecological knowledge?

Alternatively, if such data is unavailable, does the response explain how it will be gathered during the planning process? (8 points)



Scoring criteria:

- **High (6-8 points):** The response effectively describes the use of climate change projection data and other knowledge sources. Minor areas for improvement or additional details may be present.
- **Medium (3-5 points):** The description of using climate change projection data is adequate, providing a general understanding of the data sources. Improvement is needed to enhance the level of detail.
- **Low (0-2 points):** The response provides minimal information on the use of climate change projection data, lacking detail on knowledge sources. Substantial improvement is necessary.

Does the response outline the proposed planning approach, how the proposed project will address the unique needs of vulnerable communities, enhance their [adaptive capacity](#), and advance adaptation solutions? (8 points)

Scoring criteria:

- **High (6-8 points):** The response effectively describes how the proposed project will address the unique needs of vulnerable communities. Minor areas for improvement or additional details may be present.
- **Medium (3-5 points):** The plan to address the unique needs of vulnerable communities is mentioned, but the description lacks depth or specificity. Improvement is needed to enhance the level of detail.
- **Low (0-2 points):** The response provides minimal information on how the project will address the unique needs of vulnerable communities, with little detail on specific actions to enhance adaptive capacity. Substantial improvement is necessary.

Co-Benefits

10 points

How does the proposed project prioritize strategies to enhance climate and community resilience across multiple sectors, particularly in communities with a history of disinvestment and marginalization?

Scoring Criteria:

- **High (4-5 points):** The project demonstrates a well-defined and robust prioritization of strategies to enhance climate and community resilience across multiple sectors, with a particular focus on communities with a history of disinvestment and marginalization. It provides clear evidence of comprehensive planning and targeted interventions tailored to the specific challenges faced by marginalized communities. The project considers multiple sectors and ensures a holistic approach to resilience-building.
- **Medium (2-3 points):** The project adequately prioritizes strategies for climate and community resilience, but there may be areas where specificity or targeted efforts



for marginalized communities could be strengthened. While there is acknowledgment of the need for resilience across multiple sectors, there may be room for improvement in providing concrete and detailed strategies tailored to communities with a history of disinvestment and marginalization.

- **Low (0-1 point):** The project minimally prioritizes strategies for climate and community resilience, with limited evidence of targeted efforts for communities facing disinvestment and marginalization. The description lacks specificity and fails to demonstrate a clear understanding of the unique challenges posed to vulnerable communities, showing a lack of commitment to addressing their specific needs.

In what ways does the project showcase a comprehensive understanding of the interconnected nature of climate impacts, detailing broader benefits to enhance daily living conditions and community resilience for groups facing health, economic, and racial inequities?

Scoring Criteria:

- **High (4-5 points):** The project showcases a comprehensive understanding of the interconnected nature of climate impacts, providing a detailed and well-documented outline of broader benefits to enhance daily living conditions and community resilience for groups facing health, economic, and racial inequities. It demonstrates a holistic approach, recognizing and addressing the multiple facets of climate impacts and their ripple effects on vulnerable populations.
- **Medium (2-3 points):** The project exhibits an understanding of the interconnected nature of climate impacts, but there may be areas where the description lacks depth or detail in outlining broader benefits for groups facing health, economic, and racial inequities. While the understanding is present, there could be improvements in clearly articulating how the project aims to address and mitigate the specific challenges faced by vulnerable groups.
- **Low (0-1 point):** The project minimally demonstrates an understanding of the interconnected nature of climate impacts, with limited evidence of addressing broader benefits for groups facing health, economic, and racial inequities. The description lacks depth, and there is a notable deficiency in outlining a comprehensive approach to improving daily living conditions and community resilience for vulnerable populations.

Community Partnership

Up to 15 points for Narrative Questions. Up to 5 points for Letters of Support.

Option 1 (Preferred):

Is the partnership structure diverse in its representation of residents and key interested parties, demonstrating broad, inclusive, and equitable community engagement and does the partnership structure reflect community-led decision-making practices? (8 points)

Scoring criteria:



- **High (6-8):** The partnership includes a diverse representation of residents and key partners, ensuring a broad range of perspectives and expertise, contributing significantly to the project's community-centered approach.
- **Medium (3-5):** The partnership composition has some diversity but lacks representation from key interested parties, potentially limiting the range of perspectives and approaches.
- **Low (0-2):** The partnership structure lacks diversity, with minimal representation of residents and key interested parties.

Do the members of the partnership possess proven track records, strengths, and approaches that ensure the effective and community-centered implementation of the proposed project? For example, does the Applicant demonstrate readiness and capacity to manage grants, coordinate diverse partners, and fulfill fiscal and project management responsibilities within the specified timeframe and budget? (7 points)

Scoring criteria:

- **High (6-7):** Partnership members have exemplary track records, proven strengths, and approaches that strongly align with community-centered implementation of the proposed project. The Applicant exhibits exceptional readiness and capacity, demonstrating a strong ability to implement the proposed work on time and within budget. They showcase expertise in grant management, coordination, and fiscal responsibilities.
- **Medium (3-5):** Partnership members have acceptable track records, but there are noticeable gaps in their strengths and approaches that could impact effective community-centered implementation. The Applicant demonstrates moderate readiness and capacity, with areas that need improvement to ensure effective implementation on time and within budget. Significant enhancements are required in grant management and coordination.
- **Low (0-2):** Partnership members have limited track records, and their strengths and approaches are not well-aligned with community-centered initiatives. The Applicant lacks readiness and capacity, indicating a high risk of unsuccessful implementation on time and within budget. Significant improvements are needed in grant management and coordination.

Do the partnership and letters of commitment collectively exhibit robust community support for the proposed project? (5 points)

Scoring criteria:

- **High (4-5):** The partnership and letters of commitment showcase robust community support, demonstrating a deep understanding of community needs and active endorsement from various key interested parties.
- **Medium (2-3):** The partnership and letters of commitment indicate moderate community support, with some areas that could be strengthened to better reflect widespread endorsement.



- **Low (0-1):** The partnership and letters of commitment show limited community support, with notable gaps or insufficient endorsement from key interested parties.

OPTION 2 - JUSTIFICATION FOR LACK OF PARTNERSHIP

Does the justification effectively communicate the reasons behind the current infeasibility of establishing a partnership? Is there a clear and compelling explanation of a plan to engage with and build partnership opportunities or broader support for the project? (10 points)

Scoring criteria:

- **High (8-10 points):** The justification effectively communicates the reasons behind the infeasibility of establishing a partnership at this time. The explanation is clear, comprehensive, and aligns with the community's specific circumstances. The applicant provides compelling evidence of proactive efforts or initiatives to engage with the community despite the absence of a formal partnership. There is a clear commitment to community involvement.
- **Medium (5- 7 points):** The justification provides some insight into the challenges of establishing a partnership, but it may lack depth or specificity. There is room for improvement in presenting a more detailed and comprehensive explanation. Some evidence of proactive efforts is presented, but there may be gaps or limited detail. Improvement is needed to demonstrate a more proactive and comprehensive approach.
- **Low (0-4 points):** The justification minimally communicates the reasons for the lack of partnership, offering little to no insight into the challenges faced by the community. Significant improvement is necessary. The applicant lacks substantial evidence of proactive efforts to engage with the community, indicating a need for more intentional and comprehensive initiatives. Significant improvement is necessary.

Does the justification and engagement description demonstrate a profound understanding of community needs and priorities, emphasizing a community-centered approach? Are the proposed strategies tailored to address specific community challenges and enhance resilience? (5 points)

Scoring criteria:

- **High (4-5 points):** The justification and plan demonstrate a deep understanding of community needs and priorities, emphasizing a community-centered approach. The applicant shows insight into the specific needs of the community.
- **Medium (2-3 points):** The understanding of community needs is presented but may lack depth or specificity. There is room for improvement in providing more detailed information about the community's priorities.



- **Low (0-1 points):** The justification and plan minimally address community needs, offering little to no information on the priorities of the community. Significant improvement is necessary.

Do the letters of support verify this justification for lack of partnership? (5 points)

Scoring criteria:

- **High (4-5):** The partnership and letters of commitment showcase robust community support, demonstrating a deep understanding of community needs and active endorsement from various key interested parties.
- **Medium (2-3):** The partnership and letters of commitment indicate moderate community support, with some areas that could be strengthened to better reflect widespread endorsement.
- **Low (0-1):** The partnership and letters of commitment show limited community support, with notable gaps or insufficient endorsement from key interested parties?

OPTION 3 – TRIBAL PROJECT

Does the response describe in detail how the Tribe plans to support the proposed project. Does it include specifics about resource allocation, community involvement, and any additional assistance they anticipate receiving throughout the project duration. (10 points)

Scoring criteria:

- **High (8-10 points):** The response offers a detailed plan for resource allocation, proactive community involvement strategies, and a commitment to providing various forms of additional assistance throughout the project's duration.
- **Medium (5- 7 points):** While acknowledging the importance of resource allocation and community involvement, the response lacks specific details and offers only general statements about additional assistance.
- **Low (0-4 points):** The response provides limited clarity on resource allocation, overlooks community involvement, and does not mention any plans for providing additional assistance beyond basic support.

Does the response demonstrate a profound understanding of community needs and priorities, emphasizing a community-centered approach? Are the proposed strategies tailored to address specific community challenges and enhance resilience? (5 points)

Scoring criteria:

- **High (4-5):** The partnership and letters of commitment showcase robust community support, demonstrating a deep understanding of community needs and active endorsement from various key interested parties.
- **Medium (2-3):** The partnership and letters of commitment indicate moderate community support, with some areas that could be strengthened to better reflect widespread endorsement.



- **Low (0-1):** The partnership and letters of commitment show limited community support, with notable gaps or insufficient endorsement from key interested parties.

Do the letters of support collectively exhibit robust community support for the proposed project? (5 points)

Scoring criteria:

- **High (4-5):** The partnership and letters of commitment showcase community support, demonstrating a deep understanding of community needs and active endorsement from various key interested parties.
- **Medium (2-3):** The partnership and letters of commitment indicate moderate support, with some areas that could be strengthened to better reflect widespread endorsement.
- **Low (0-1):** The partnership and letters of commitment show limited support, with notable gaps or insufficient endorsement from key interested parties.

Workplan and Budget

15 points

Does the applicant provide a comprehensive workplan that includes a description of proposed tasks, subtasks, and associated required and optional program activities; a timeline for completion of key tasks and deliverables; and partners involved in implementing each task and subtask? Does the workplan provide a sufficient description of how tasks will advance the APGP Program Objectives. Does the workbook include a feasible timeline for completion of key tasks and deliverables? (8 points)

Scoring criteria:

- **High (6-8):** The proposed workplan provides exceptionally clear and reasonable tasks and deliverables, with feasible financial projections and timelines that align seamlessly with the APGP objectives and vision. It demonstrates a comprehensive understanding of project intricacies.
- **Medium (3-5):** The proposed workplan adequately outlines tasks and deliverables, with somewhat feasible financial projections and timelines. There is room for improvement in ensuring closer alignment with the APGP objectives and vision.
- **Low (0-2):** The proposed workplan lacks clarity on tasks and deliverables, with financial projections and timelines that are not feasible. There is a substantial mismatch with the APGP objectives and vision.

Does the budget demonstrate meaningful costs that are well-aligned with the workplan and correspond to project objectives and APGP goals. Is sufficient funding allocated to ensure effective implementation? Does the proposed budget demonstrate an equitable allocation of resources across entities within the proposed partnership to lead or support specific activities that reflect their strengths and experience? (7 points)

Scoring criteria:



- **High (5-7):** The proposed budget demonstrates an exceptional allocation of resources, effectively leveraging the strengths and experience of entities within the partnership. It ensures a well-balanced distribution that optimally contributes to project success.
- **Medium (3-4):** The proposed budget adequately allocates resources, with some alignment to the strengths and experience of entities within the partnership. There is room for improvement to ensure a more balanced distribution.
- **Low (0-2):** The proposed budget poorly allocates resources, with no consideration for the strengths and experience of entities within the partnership. There is a substantial disconnect in resource distribution.

Finalist Interview

10 points

Present a clear vision of the project's proposed tasks and meaningful approach to climate adaptation. (4 points)

Scoring criteria:

- **High (3-4 points):** The applicant exhibits profound understanding of their project during the interview, responding to questions with clarity and detail. Their answers reflect a comprehensive awareness of the proposed tasks, partners, and interested partners.
- **Medium (2 points):** The applicant exhibits understanding of the project but lacks depth or specificity. The information presented in the application and interview needs improvement to enhance the level of detail and clarity of the project.
- **Low (0-1 points):** The interview reveals a lack of understanding of the project and a potentially maladaptive approach to climate adaptation.

Articulates how the proposed workplan aligns with the core program components and APGP goals. (3 points)

Scoring criteria:

- **High (3 points):** Throughout the interview, the applicant clearly articulates how the proposed workplan aligns with the core program components and APGP goals. The alignment is detailed and well-integrated, showcasing a strong understanding of the program requirements and climate adaptation in general.
- **Medium (2 point):** Alignment the project tasks with the APGP goals is mentioned but lacks some depth or specificity in the interview. There is room for improvement in providing more detailed information.
- **Low (0-1 points):** The interview reveals minimal alignment with core program components and priorities. Significant improvement is necessary.

Demonstrates strength and diversity of the partnership and a vision for the role of each partner. (3 points)

Scoring criteria:



- **High (3 points):** The interview showcases a deep understanding of the strength and diversity of the partnership, with a clear vision for the role of each partner. The roles are well-defined, and the diversity of expertise enhances the project's overall strength.
- **Medium (2 points):** The interview mentions the strength of and diversity of some elements of the partnership but lacks some depth or specificity. There is room for improvement in providing more detailed information.
- **Low (0-2 points):** The interview reveals a lack of strength or diversity of the partnership. Significant improvement is necessary.

Appendix F. State Planning Priorities

Title 7, Division 1, Chapter 1.5, Article 5 of the Government Code 65041.1.

The State planning priorities, which are intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety in the State, including in urban, suburban, and rural communities, shall be as follows:

- (a) To promote infill development and equity by rehabilitating, maintaining, and improving existing infrastructure that supports infill development and appropriate reuse and redevelopment of previously developed, underutilized land that is presently served by transit, streets, water, sewer, and other essential services, particularly in underserved areas, and to preserving cultural and historic resources.
- (b) To protect environmental and agricultural resources by protecting, preserving, and enhancing the State's most valuable natural resources, including working landscapes such as farm, range, and forest lands, natural lands such as wetlands, watersheds, wildlife habitats, and other wildlands, recreation lands such as parks, trails, greenbelts, and other open space, and landscapes with locally unique features and areas identified by the State as a deserving special protection.
- (c) To encourage efficient development patterns by ensuring that any infrastructure associated with development, other than infill development, supports new development that does all of the following:
 - (1) Uses land efficiently.
 - (2) Is built adjacent to existing developed areas to the extent consistent with the priorities specified pursuant to subdivision (b).
 - (3) Is located in an area appropriately planned for growth.
 - (4) Is served by adequate transportation and other essential utilities and services.
 - (5) Minimizes ongoing costs to the taxpayers.

Appendix G. Post Award APGP Activities

Grantees will have access to workshops throughout the grant term geared towards building short-term capacity to support grant implementation and long-term technical capacity for



adaptation planning. Workshops will cover a collection of topics and resources tailored to the needs of grantees during the given stage of the grant term. Grantees are encouraged, but not required, to participate in all workshops.

Technical assistance and workshop topics include the following:

- **Peer-to-Peer Learning:** ICARP staff or partners will host quarterly peer-to-peer learning sessions. Grantees are encouraged to meet with peer jurisdictions more frequently than quarterly if helpful in advancing the work plan. Applicants should consider setting aside three to fifteen percent (3-15%) of their total budget for peer-to-peer learning and knowledge exchange through existing networks and relationships and/or facilitated opportunities (e.g., meetings, events, roadshows, and convenings of communities of practice). Peers can range from similar groupings and organizations, such as neighboring jurisdictions, community-based organizations, and climate adaptation practitioners, to those who have not historically engaged in climate adaptation planning or practice.
- **Equitable Planning Frameworks**
 - This topic includes introductory information on Equitable Community Engagement strategies and opportunities to learn directly from experts on how to conduct Community-driven Climate Resilience Planning from organizations that have developed equitable planning frameworks.
 - Resources: State Adaptation Clearinghouse - Community-Driven Climate Resilience Planning: A Framework
- **Climate Adaptation 101: Visioning, Pre-planning, and Getting Started**
 - This topic includes introductory information about climate adaptation planning. Learn how to refine the project motivation and scope, identify necessary teams and resources, and get started with identifying climate effects and community elements. Learn about introductory best practices and explore example projects and plans.
 - Resources: California 2020 Adaptation Planning Guide and the State Adaptation Clearinghouse.
- **Introduction to Integrated Planning and Plan Alignment**
 - This topic includes training on Plan Alignment, specifically resources, best practices, and frameworks for successful whole-community planning approaches and collaboration.
 - Resources: ICARP Climate Resilience Plan Alignment Toolbox.
- **Climate Impacts, Vulnerability, and Risk**
 - This topic includes an introduction to understanding and working with climate change impact information and conducting climate vulnerability assessments.
 - Resources: Cal-Adapt Enterprise; ICARP Guide to Defining Vulnerable Communities; OPC Sea Level Rise Guidance; CDPH CalBRACE Adaptation



Toolkit, CDPH Climate Change and Health Vulnerability Indicators, and other resources.

- **Developing Equitable Climate Adaptation Strategies and Actions**
 - This topic includes introductions to frameworks for developing, organizing, prioritizing, and evaluating strategies and actions, as well as examples from around the State.
 - Resources: State Adaptation Clearinghouse, California Adaptation Planning Guide, OPR General Plan Guidelines, etc.
- **Pathways Towards Funding and Implementing Adaptation**
 - **Planning Implementation, Funding, Monitoring, and Evaluation**
This topic covers how to prepare an implementation program, including how to identify resources, track progress, and adjust over time.
 - **Navigating Federal Hazard Mitigation Assistance (HMA) Grant Funding Opportunities**
This topic includes information on eligibility requirements, best practices, and tips for navigating HMA funding opportunities.
 - **Navigating State Grants and Applications**
This topic includes information on eligibility requirements, best practices, and tips for navigating state funding opportunities.

Appendix H. Grant Agreement

Refer to the [APGP website](#) to view the sample Round 1 Draft APGP Grant Agreement.

Appendix I. Glossary

Academic Institutions - Individual public California institutions of higher education (e.g., universities, community colleges, etc.).

Access and Functional Needs (AFN) – Term referring to individuals who are or have: physical, developmental, or intellectual disabilities; chronic conditions or injuries; limited English proficiency; older adults; children; low-income, homeless, and/or transportation disadvantaged or public transit-dependent; and pregnant people (California Governor’s Office of Emergency Services, 2022).

Adaptive Capacity - The ability of systems, institutions, humans, and other organisms to adjust to potential damage, take advantage of opportunities, or respond to consequences. Vulnerable communities have less adaptive capacity and resilience to cope with, adapt to, and recover from climate impacts. Adaptive capacity can be assessed by using publicly accessible tools.

Applicant - The lead Applicant and Co-Applicants are collectively referred to as “Applicants.”



Application, Proposed Project, or Project Proposal - A submittal comprised of responses and supporting documents to apply for the grant.

Awarded - An agency commits funding to implement projects (e.g., executed a grant agreement with a Grantee; transferred funds to another agency or program administrator).

Benefit-Cost Analysis Toolkit – The BCA is used to calculate the future risk reduction benefits of a hazard mitigation project and compares the benefits to its cost. A project is considered cost-effective when the Benefit-Cost Ratio (BCR) is greater than 1.0 (FEMA).

Capacity Building - The process of strengthening local coordination, leadership, knowledge, skills, expertise, and access to resources in vulnerable communities to help to develop or increase the ability of that community to independently compete for grants and implement projects in the future. Capacity building activities include, but are not limited to, identifying and planning for needed climate change mitigation and adaptation projects in a given region and identifying the tools and resources needed to successfully access, apply for, and receive grant funding.

California Native American Tribe – California Native American Tribes include either a federally-recognized California tribal government listed on the most recent notice of the Federal Register or a non-federally recognized California tribal government on the California tribal Consultation List maintained by the California Native American Heritage Commission.

Climate Adaptation - Adjustment in natural or human systems to a new or changing environment. Adaptation to climate change refers to adjustment in natural or human systems in response to actual or expected climatic stimuli or their effects, which moderates harm or exploits beneficial opportunities.

Climate Mitigation - A human intervention to reduce the human impact on the climate system; it includes strategies to reduce greenhouse gas sources and emissions and enhance greenhouse gas sinks.

Climate Resiliency or Climate Resilience - the capacity of any entity – an individual, a community, an organization, or a natural system – to prepare for disruptions, recover from shocks and stresses, and adapt and grow from a disruptive experience.

Climate Vulnerability – See “Vulnerable Communities” defined below.

Co-Applicant - Entities other than the lead Applicant that enter into a partnership with other organizations to apply for an Adaptation Planning Grant.

Co-Benefits - The additional benefits of policies that are implemented with a primary goal, such as climate change mitigation – acknowledging that most policies designed to reduce greenhouse gas emissions also have other, often equally important, benefits (e.g., energy savings, economic benefits, air quality benefits, public health benefits). Also referred to as “multiple benefits” (U.S. Environmental Protection Agency).

Community-Based Organization - A public or private nonprofit organization of demonstrated effectiveness that is representative of a community or significant segments of a community and provides educational or related services to individuals in the community.



Community Engagement - The process of working collaboratively with and through groups of people affiliated by geographic proximity, special interest, or similar situations to address issues affecting the well-being of those people.

Communities of Practice - A group of people who share a common concern, a set of problems, or an interest in a topic and who come together to fulfill both individual and group goals.

Community Partnership – A group of community institutions, agencies, organizations and members who share common goals and objectives, distributed roles and responsibilities, and engage in collective decision-making processes. Individual partnership members can represent, but are not limited to, community-based organizations, public water related agencies in their study area such as flood control, retail water agencies, water recycling agencies, groundwater management agencies, local health jurisdictions, local health departments, health equity-focused CBOs, vulnerable communities, member or representatives of disadvantaged communities, Tribes, educational institutions, local businesses, and other interested groups.

Community Resilience - The ability of communities to withstand and recover and learn from past cumulative or compounding disasters to strengthen future response and recovery efforts. This can include, but is not limited to, physical and psychological health of the population, social and economic equity and well-being of the community, effective risk communication, integration of organizations (governmental and nongovernmental) in planning, response, and recovery.

Direct Costs - Costs directly tied to the implementation of the Adaptation Planning grant, including, but not limited to personnel costs, subcontracts, equipment costs, travel expenses, etc.

Disadvantaged Communities (DAC) Funding Target – This funding target incorporates both the Disadvantaged community designations per [Senate Bill \(SB\) 535](#) and Low-income definitions per [Assembly Bill \(AB\) 1550](#). Per SB 535, the California Environmental Protection Agencies (CalEPA) defines disadvantaged communities as a designation of census tracts and physical locations used to identify the areas most affected by pollution and the people most vulnerable to its effects, based on geographic, socioeconomic, public health, and environmental hazards criteria. AB 1550 defines low-income communities and households as the census tracts and households, respectively, that are either at or below 80 percent of the statewide median income, or at or below the threshold designated as low-income by the California Department of Housing and Community Development's (HCD) [Revised 2021 State Income Limits](#).

Encumbrance - Encumbrances are obligations of all or part of an appropriation.

Equity - Equity ensures that outcomes in the conditions of well-being are improved for marginalized groups, lifting outcomes for all. Equity is a measure of justice.

Fiscal Agent – A legal entity with legal authority, history, and capacity to administer state funds. A Fiscal Agent can make disbursements on behalf of the Applicant.

Funding Target - The APGP intends to award three (or more) planning projects from California Native American Tribes, four (or more) planning projects from Disadvantaged



Communities, and three (or more) planning projects from small and rural communities. To the extent applications received are not sufficient to meet eligibility requirements, OPR reserves the right to waive or adjust these funding targets.

Grant Agreement - Arrangement between the State and grantee specifying the payment of funds to be used for grants by the State for the performance of specific Adaptation Planning Grant Program Objectives within a specific grant performance period by the grantee.

Grantee - Designated Lead Applicant that has an agreement for grant funding with the State.

Hazard Mitigation - Any action to reduce or eliminate the long-term risk to human life and property from hazards. The term is sometimes used in a stricter sense to mean cost-effective measures to reduce the potential for damage to a facility or facilities from a disaster event.

Hazard Mitigation Assistance Grant Programs – Grant funding administered by the Federal Emergency Management Agency (FEMA) to support pre- and post-disaster mitigation activities to reduce the risk of loss of life and property due to natural hazards.

Hazard Mitigation Planning – A process used by governments to identify risks, assess vulnerabilities, and develop long-term strategies for protecting people and property from the effects of future natural hazard events (FEMA FY15 Hazard Mitigation Assistance Guidance).

Historical Disparities: –In the context of these guidelines, “historical disparities” refers to discriminatory land use planning/patterns and de jure segregation that has resulted in urban and environmental injustice and that has created communities that lack access to economic and social resources and that are exposed to greater environmental burdens, such as extreme heat.

Indicators - Quantitative measures, including project-related metrics that show changes in conditions over a period of time.

Indirect Administrative Costs - May account for up to 20% of the total APGP award. Costs incurred by the recipient to administer the grant, or costs incurred by subgrantees to perform the tasks necessary to fulfill the deliverables outlined in these guidelines. Administrative costs include but are not limited to: (1) Prorated general liability, workers' compensation (may be included in payroll), and automotive insurance. (2) Personnel costs associated with administrative, supervisory, legal, and executive staff. (3) Personnel costs associated with support units, including clerical support, housekeeping. (4) Operating expenses and equipment costs not included as part of direct project costs (functions such as accounting, budgeting, audits, business services, information technology, web design services, janitorial; and rent, utilities, supplies, etc.).

Interagency Review Panel - Comprised of the Coastal Commission, Ocean Protection Council, California Natural Resources Agency (CNRA), Department of Forestry and Fire Protection (CAL FIRE), Office of Emergency Services (OES), Federal Emergency Management Agency (FEMA), California Department of Transportation (Caltrans), California Department of Housing and Community Development (HCD), Governor's Office



of Planning and Research's Planning Team, Governor's Office of Planning and Research's Climate Team, Strategic Growth Council's Resilient Climate Collaboratives Program (RCC), Strategic Growth Council's Health and Equity program (HEP), California Department of Public Health (CDPH), and the California Environmental Protection Agency (CalEPA). The panel is responsible for the review of APGP guidelines and applications. This list is subject to change depending on availability.

Joint-powers Authority - A government entity, formed by a formal, legal agreement, comprised of two or more public agencies that share a common power and want to jointly implement programs, build facilities, or deliver services.

Mitigation – Any sustained action taken to reduce or eliminate long-term risk to life and property from a hazard event (FEMA FY2015 Hazard Mitigation Assistance Guidance).

Natural Hazard – An environmental phenomenon that has the potential to impact societies and the human environment.

Nonprofit Organization - Any nonprofit corporation qualified to do business in California and qualified pursuant to subdivision (c)(3) under Section 501 of the Internal Revenue Code.

Partner - Entities other than the Grantee that enter into a partnership with the Grantee and other organizations to implement Adaptation Planning grant activities. Referred to as “Co-Applicants” during the application stage.

Plan Alignment – Plan alignment is the process of leveraging connections, information, and resources to build shared language, data foundations, and processes across multiple planning efforts at any scale. The resulting products of plan alignment are:

- a suite of plans (with different scopes and purposes) that share the same data, similar underlying assumptions, aligned visions, complementary goals, strategies, and actions, and
- a shared understanding, process, and structure for multiple entities in a community or region to continue to collaborate and align efforts over the long term.

Project Area - A Project Area is a defined community chosen by applicants for their APGP project. It serves as the area of focus for the APGP project. Applicants must justify their selection by discussing relevant strategies and activities within this area. The Project Area can be located in eligible incorporated, unincorporated, or tribal areas, and its boundaries are not restricted by census tract lines. Applicants must provide a clear description and map of the Project Area, and they can use the ICARP mapping tool to determine Funding Target status.

Post-award Consultation - Prior to the execution of the grant agreement, a period where terms and conditions of the grant agreement are determined and finalized.

Program Objective - Program objectives are statements that describe the desired outcomes of the program. The Adaptation Planning Grant Program includes the following six program objectives: enhance accessibility and diversity, prioritize vulnerable communities, emphasize integrated infrastructure planning: integrate financing strategies for resilience, build community capacity for resilience, and elevate equity in the planning process.



Public Entities - Include cities, counties, Metropolitan Planning Organizations (MPOs), Joint Powers Authorities (JPAs), Regional Transportation Planning Agencies (RTPAs), and Councils of Governments (COGs), Regional Climate Protection Authorities (RCPAs), Congestion Management Agencies (CMAs) school districts, special districts, public authorities, public agencies, political subdivisions, and public corporations.

Risk - The combination of an event, its likelihood, and its consequences – i.e., risk equals the probability of climate hazard multiplied by a given system’s vulnerability.

Small and Rural Communities – Communities situated outside of contiguous urban areas, with populations fewer than 75,000, and designated as low-income per [Assembly Bill \(AB\) 1550](#).

Social Vulnerability - Social vulnerability is the susceptibility of social groups to the adverse impacts of natural hazards, including disproportionate death, injury, loss, or disruption of livelihood.

Social Vulnerability Scores - Social Vulnerability score and rating represent the relative level of a community’s social vulnerability compared to all other communities at the same level. A community’s Social Vulnerability score is proportional to a community’s risk. A higher Social Vulnerability score results in a higher Risk Index score (National Risk Index, FEMA).

Technical Assistance - The process of providing the necessary education and resources for climate change mitigation and adaptation projects for any of the following:

- Application Development
- Project development
- The successful and appropriate expenditure of grant money for the successful completion of climate change mitigation and adaptation projects.
- Post-application and project implementation assistance

Traditional Knowledges - Although it is common to refer to "traditional knowledge(s)" as individual pieces of information, this term also refers to traditional "knowledge systems" (TKs) that are deeply embedded in indigenous ways of life. These guidelines use the phrase "traditional knowledges" deliberately in plural form to emphasize that there are diverse forms of traditional knowledge and knowledge systems that must be recognized as unique to each tribe and knowledge holder because knowledges are emergent from the symbiotic relationship of indigenous peoples and places – a nature-culture nexus.

Vulnerability Assessment - Identifies who and what is exposed and sensitive to change.

Vulnerable Community - Climate vulnerability describes the degree to which natural, built, and human systems are at risk of exposure to climate change impacts. Vulnerable communities experience heightened risk and increased sensitivity to climate change and have less capacity and fewer resources to cope with, adapt to, or recover from climate impacts. These disproportionate effects are caused by physical (built and environmental), social, political, and/ or economic factor(s), which are exacerbated by climate impacts.



These factors include, but are not limited to, race, class, sexual orientation and identification, national origin, and income inequality. (Pub. Resources Code, § 71340.)

Appendix J: ICARP Grants Mapping Tool

The [ICARP Grant Mapping Tool](#) uses data from three different sources, including CalEnviroScreen 4.0, Priority Populations Map, and the Disadvantaged Communities Mapping Tool. ICARP staff created this tool to help applicants demonstrate eligibility for APGP's DAC and small and rural funding targets. Applicants should note that the ICARP Disadvantaged Communities Map tool is intended only for reference and analysis of CARB's Priority Populations Tool. ICARP is not responsible for any discrepancies between the two tools. If any discrepancies are found, applicants should defer to the CARB Priority Populations 2023 tool.

- [CalEnviroScreen 4.0](#) is a screening tool developed by the Office of Environmental Health Hazard Assessment to help identify communities with high levels of social and economic vulnerability that are also disproportionately burdened by multiple sources of pollution (SB 535) (De Leon, Chapter 830, Statutes of 2012).
- [California Climate Change Investments Priority Populations Map](#) is a tool developed by the California Air Resources Board (CARB) to identify disadvantaged communities and low-income communities as defined for California Climate Investments. The map identifies disadvantaged communities as the top 25% most impacted census tracts in CalEnviroScreen 3.0. Per AB 1550, low-income communities and households are defined as the census tracts and households, respectively, that are either at or below 80 percent of the statewide median income, or at or below the threshold designated as low-income by the California Department of Housing and Community Development's (HCD) 2016 State Income Limits (AB 1550) (Gomez, Chapter 369, Statutes of 2016).
- [Disadvantaged Communities Mapping Tool](#) is an interactive map developed by the California Department of Water Resources (DWR) to identify disadvantaged communities. The tool uses US Census American Community Survey (ACS) 5-Year Data: 2012–2016 data to identify DACs with an annual median household income less than 80 percent of the Statewide annual median household income.



Oceano Community Services District



Water Resource Advocacy Platform – January 2019

Introduction

The Board of Directors acknowledges the severity of California’s current drought and recognizes that water resource constraints will continue to exist well into the foreseeable future. The need for multi-agency efforts, collaboration and long-term water resource management is important to reduce economic and social impacts of droughts and to promote healthy and prosperous communities. The Oceano Community Services District is committed to helping to ensure that regional needs are addressed, and met, in an equitable manner.

The Board of Directors advocates for the development of the State Water Emergency Program and the Regional Groundwater Sustainability Project.

State Water Emergency Program

Problem Statement: The implementation of the State Water Project by the County of San Luis Obispo¹ in the 1990’s was accomplished as a result of multiple contractual arrangements with local agencies which provide a *long-term permanent supply* for those communities who participate in the project. Certain contract provisions require that all contracts with local agencies be uniform. As a result, the development of an emergency program to sell water to agencies with short-term drought needs is not provided in the existing agreements.

Resolution: The approval of amendments to existing agreements between the County of San Luis Obispo and the local State Water Subcontractors could provide the terms and provisions under which Emergency Water can be sold to agencies. Any such contract amendments should be developed so that the Emergency Program can be implemented in future years without additional contractual constraints, with pricing of Emergency Program water that is equitable, and with revenue sharing between the County and existing State Water Subcontractors.

¹ The “County of San Luis Obispo” refers to the San Luis Obispo County Flood Control and Water Conservation District, which is a component unit of the County of San Luis Obispo, administered by County staff and governed by the Board of Supervisors.



Oceano Community Services District Water Resource Advocacy Platform – January 2019

Regional Groundwater Sustainability Project

Problem Statement: While the City of Pismo Beach should be commended for their leadership on the RGSP, the complexities involved in developing the RGSP are significant. The flows, treatment and disposal of wastewater from the communities of Arroyo Grande, Grover Beach and Oceano are controlled under the jurisdiction of the South San Luis Obispo County Sanitation District. Pumping of groundwater is provided in the stipulations adopted for the Northern Cities Management Area of the Santa Maria groundwater basin but *without regard* to wet, normal and dry hydrological cycles. The benefits of the RGSP therefore, while significant and important, have not been quantified during differing hydrological cycles and specific benefits to the local communities is unknown at this time. Additionally, further complexities include understanding the benefits provided by agencies that import supplemental water because supplemental water will further enhance groundwater levels through reclamation efforts - in contrast to reclaiming groundwater that had been previously been pumped. In summary, the RGSP complexities create project risks if they are not addressed in a thoughtful and timely manner.

Resolution: The development of an agreement between the City of Pismo Beach and the South San Luis Obispo County Sanitation District is of primary importance since the two agencies have jurisdiction and control of wastewater flows, treatment and disposal. Development of a joint regional project by the agencies will help ensure that recovery of treated wastewater for subsequent beneficial use is maximized, that economies of scale will help reduce costs, and that agreements involving Oceano CSD, Arroyo Grande and Grover Beach can be considered. Oceano CSD Board members who represent the South San Luis Obispo County Sanitation District (SSLOCS D) are hereby directed to support collaborative efforts between the City of Pismo Beach and the Sanitation District and to provide periodic updates to the Oceano CSD Board of Directors.

The District's community specific goals associated with the project include the following:

1. The District supports project efforts promoting groundwater sustainability.
2. The District's public outreach efforts will focus on impartial information.
3. The District will seek public input in a timely manner to help ensure that the Directors' decisions are in the best interest of the community residents, property owners, businesses, social, economic and industrial burdens, environmental justice while considering and balancing project needs, benefits, environmental issues and fiscal impacts.
4. Varying opinions on the project will be considered by the District in a respectful and courteous manner.
5. The District will seek co-equal analysis of site alternatives to be included in the EIR or EIS.
6. The District's Board appointees to the SSLOCS D to request that discussion items be placed on the SSLOCS D agenda, at the appropriate time in the future, to review and consider options on potential roles that SSLOCS D might undertake for the project including but not limited to resource commitments, operations, implementation, environmental, funding and governance.

3 days ago 2 min read

Central Coast Blue Project Update

News Release: March 19, 2024

On Monday, March 18, 2024, the Central Coast Blue Regional Recycled Water Authority (CCBRRWA) Board of Directors received an update on project costs, funding, and financing for the proposed Central Coast Blue Project (Project), a regional water reuse project designed to protect the local groundwater basin from seawater intrusion and create additional water supply for the cities of Pismo Beach, Grover Beach, and Arroyo Grande.

Increases in Project costs, an unexpected loss of state grant funding, and improvements in local water supply conditions have prompted leaders to pause Project design and permitting until the impacts of these recent developments can be evaluated. This decision was made after the Project team announced that the \$15 million Water Recycling Funding Program Grant awarded by the State Water Resources Control Board in September 2023 was reduced to \$5 million due to the state's budget deficit. This reduction in grant funding impacted projects throughout California and has created a substantial gap in funding for the Project.

Additionally, estimated Project costs have increased since the last cost estimate was prepared. The range of estimated Project costs increased from \$85-\$112 million in 2022 to \$134-\$159 million in 2024, with most of the escalation attributed to inflation. In recent years, the construction industry has experienced extreme material cost volatility due to inflation and post-pandemic supply chain issues. These market conditions have increased costs for the Project and many other water resources projects throughout the state and country, especially those employing advanced treatment technologies.

In response to these funding challenges, the partner agencies will re-evaluate their current water supply needs and consider Project alternatives. Additionally, the program management team is exploring options that would reduce Project costs and leaders are advocating to secure additional grants. Partner agencies are committed to understanding the full impact of these updates before moving forward with the Project. As a result, Project construction – initially planned to break ground in summer 2024 – is expected to be delayed by at least one year.

The partner agencies remain committed to providing much needed water resiliency to the community, and in the coming months, the cities will work closely with their councils and communities to determine next steps. The CCBRRWA will also consider options to enhance community engagement and outreach efforts. The Central Coast Blue team will focus on connecting with the affected communities, addressing questions and concerns, and collecting input on a reliable and resilient water supply solution.

About Central Coast Blue

Central Coast Blue is a collaboration between the cities of Grover Beach, Arroyo Grande and Pismo Beach. The Project includes construction of an Advanced Water Purification Facility,

where water from Pismo Beach's Wastewater Treatment Plant will be purified using state-of the art technologies before being injected into the groundwater basin. In 2022, the city councils approved a Joint Exercise of Powers Agreement to form the Central Coast Blue Regional Recycled Water Authority (CCBRRWA) to manage and operate the Project. The CCBRRWA is governed by a three-member Board of Directors, consisting of one representative from each city.

###

Contact:

Geoff English, General Manager
Central Coast Blue Regional Recycled Water Authority
805-418-6560
genglish@centralcoastblue.com
www.centralcoastblue.com



Water Shortage Contingency Plan



Oceano Community Services District

1655 Front Street | PO Box 599

Oceano, CA 93475-0599

PH (805) 481-6730

www.oceanocsd.org

CA4010005

June 14, 2023

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Section I: Declaration of Policy, Purpose, and Intent

In order to conserve the available water supply and protect the integrity of public water system (PWS) supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the Oceano Community Services District (District) hereby adopts the following regulations and restrictions on the delivery and consumption of water.

Water uses regulated or prohibited under this Water Shortage Contingency Plan (the Plan) are considered to be non-essential. Continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in Section X of the Plan.

Section II: Public Involvement

Opportunity for the public to provide input into the preparation of the Plan was provided by the District by means of email notification and hard copy and website posting of notices for the opportunity to provide public input at the District Board of Director Meeting that occurred on June 14, 2023.

Section III: Public Education

The District will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of presentations at Board of Director Meetings, billing inserts, email notifications emergency mailers, and press releases, as appropriate.

Section IV: Coordination with Regional Water Planning Groups

The service area of the District is located within the San Luis Obispo County Integrated Regional Water Management (IRWM) Region and the District has provided a copy of this Plan to the San Luis Obispo County Flood Control and Water Conservation District (SLOCFC&WCD) which is the wholesale agency for the District's Lopez Reservoir (Zone 3) and State Water Project water supplies and the lead agency for the IRWM Region. Additionally, the District overlies the Northern Cities Management Area (NCMA) of the Santa Maria Valley Groundwater Basin. The District has provided a copy of this plan to the SLOCFC&WCD, Zone 3 and neighboring NCMA Agencies.

Section V: Authorization

The General Manager, or his/her designee is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The General Manager, or his/her designee shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan.

Section VI: Application

The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by the District. The terms “person” and “customer” as used in the Plan may include individuals, corporations, partnerships, associations, and all other legal entities.

Section VII: Definitions

For the purposes of this Plan, the following definitions shall apply:

Aesthetic water use: water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Commercial and institutional water use: water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as schools, hospitals, clinics, retail establishments, hotels and motels, restaurants, and office buildings.

Conservation: those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer: any person, company, or organization using water supplied by the District.

Domestic water use: water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Deep Well Index: the average water level of three NCMA sentry wells (24B03, 30F03, 30N02). This water level index is utilized to gauge the ability of the NCMA portion of the Santa Maria Valley Groundwater Basin to withhold potential landward migration of seawater (i.e., seawater intrusion).

Even number address: street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.

Industrial water use: the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape irrigation use: water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, rights-of-way and medians.

Non-essential water use: water uses that are not essential nor required for the protection of public, health, safety, and welfare, including:

- (a) irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan;
- (b) use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
- (c) use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- (d) use of water to wash down buildings or structures for purposes other than immediate fire protection;
- (e) flushing gutters or permitting water to run or accumulate in any gutter or street;
- (f) use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pools;
- (g) use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
- (h) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
- (i) use of water from hydrants for construction purposes or any other purposes other than firefighting.

Odd numbered address: street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

Section VIII: Criteria for Initiation and Termination of Drought Response Stages

The General Manager or his/her designee, shall monitor water supply and/or demand conditions on a daily basis and shall determine when conditions warrant initiation or termination of each stage of the Plan, that is, when the specified “triggers” are reached.

The triggering criteria described below are based on: an assessment of current/projected drought conditions and available water supply from the District’s water sources (i.e., State Water Project (SWP), Lopez Reservoir and Groundwater). For operating within its WSCP, the District will utilize the following water supply availability evaluation as a framework for determining which WSCP Stage is appropriate to implement:

1. If greater than 2 years of water is available in storage to meet the 3-year average historic demand, then the District enters or remains in Stage 1;
2. If the Deep Well Index is greater than 7.5 feet, then the District enters or remains in Stage 1;
3. If less than 2 years of water is available in storage to meet the 3-year average historic demand and the Deep Well Index is less than 7.5 feet, then State Water Project and Lopez Allocations will be evaluated to determine water supply availability and potential implementation of corresponding WSCP Stages.
 - a. The following table provides guidance for which combinations of SWP and Lopez Allocations would trigger which WSCP Stages.
 - i. In these calculations it is assumed that the District has 225 Acre-Feet per Year (AFY) of groundwater supply available to meet water demands and that the 3-year average water demand is 800 AFY. These assumptions will need to be re-evaluated as conditions change in the future.

		State Water Project Allocation					
		>40%	30%	20%	10%	5%	0%
Lopez Allocation	100%	Stage 1	Stage 1	Stage 1	Stage 3	Stage 4	Stage 5
	90%	Stage 1	Stage 1	Stage 2	Stage 3	Stage 4	Stage 5
	80%	Stage 1	Stage 1	Stage 2	Stage 4	Stage 5	Stage 6
	65%	Stage 1	Stage 1	Stage 2	Stage 4	Stage 5	Stage 6
	0%	Stage 1	Stage 3	Stage 5	Stage 6	Stage 6	Stage 6

4. The District General Manager will additionally evaluate other potential water supply availability considerations (e.g., natural disasters; water delivery interruptions, additional water sources available, hydrologic patterns and conditions, etc.) and implement appropriate WSCP Stages and/or Response Actions as appropriate.

The following table describes each water shortage stage as well as PWS-specified triggers, response actions and notification procedures.

Response Stage	Shortage Range	Trigger	Response Action	Notification Procedures
Stage 1 WATCH	Up to 10%	>More than 2 years of water available in storage; or Deep Well Index over 7.5 ft; or SWP/Lopez Allocations greater than the Stage 2 Thresholds	<ul style="list-style-type: none"> No reduction in total water demands from baseline. 	Board of Director Meetings, billing inserts
Stage 2 WARNING	Up to 20%	<Less than 2 years of water available in storage; and Deep Well Index less 7.5 ft; and SWP/Lopez Allocations corresponding to the Stage 2 triggers	<ul style="list-style-type: none"> Use of water which causes runoff onto adjacent properties, non-irrigated areas, private and public walkways, roadways, gutters, parking lots, or structures is prohibited. No water shall be used for cleaning driveways, patios, parking lots, sidewalks, streets, or other such uses except as found necessary by the District to protect the public health or safety. Using water in a fountain or other decorative water feature, except where the water is part of a recirculating system, is prohibited. Outdoor irrigation prohibited after 10am and before 4pm. Applying water to outdoor landscapes during and within 48 hours after measurable rainfall is prohibited. Unauthorized use of water from any fire hydrant is prohibited. Vehicles may only be washed at commercial carwashes that re-circulate water or by high-pressure/low-volume wash devices. Irrigation of private and public landscaping, turf areas, and gardens is permitted at even-numbered addresses only on Mondays and Thursdays, and at odd-numbered addresses only on Tuesdays and Fridays. All customers are directed to use no more water than necessary to maintain landscaping. Expeditious leak repair (within 48 hrs.). In public spaces, reduce irrigation of turf and play areas to minimum levels necessary to protect the health and safety of school children and park visitors. Irrigation of parks, school ground areas, and road median landscaping will not be permitted more than twice a week and only if necessary. Construction meters and fire hydrant meters will be monitored for efficient water use. Construction operations receiving water from a construction meter or water truck shall not use water unnecessarily for any purpose other than those required by regulatory agencies. Construction projects requiring watering for new landscaping materials shall adhere to the designated irrigation requirements. Ornamental landscape or turf that utilizes properly operating water -efficient devices which include, but are not limited to, drip/ micro irrigation systems, stream rotor sprinklers, and are operated by a functional irrigation controller, may upon verification by the District, be irrigated for up to 20 minutes per station on the days authorized for landscape irrigation. Require automatic shut off hoses. Adjust sprinklers and irrigation systems to avoid overspray, runoff, and waste. Expand Public Information Campaign regarding Water Shortage such as website, e- mails, presentations, business placards, school education. Provision of Technical Information to customers on means to promote water use efficiency. Decrease Line Flushing. Reduce System Water Loss. Commercial, industrial, institutional equipment must be properly maintained and in full working order. Encourage customers to wash only full loads when washing dishes or clothes. Encourage customers to report water leaks/waste to the District Irrigation of newly constructed home and building exteriors with potable water is prohibited unless drip or micro spray systems are used. Irrigation of parks, school ground areas, and road median landscaping will not be permitted more than twice a week and only if necessary. Watering to maintain the level of water in swimming pools shall occur only when essential. 	Board of Director Meetings, billing inserts, email notifications

Stage 3 ACUTE	Up to 30%	<Less than 2 years of water available in storage; and Deep Well Index less 7.5 ft; and SWP/Lopez Allocations corresponding to the Stage 3 triggers	<ul style="list-style-type: none"> Emptying and refilling swimming pools and commercial spas is prohibited except to prevent structural damage and/ or to provide for the public health and safety. Prohibit use of potable water for fire drills. Require large users to audit premises and repair leaks. Eliminate sprinkler overspray from driveways and sidewalks. Divide irrigation runtimes into multiple cycles to eliminate runoff water that leaves the landscaped area. No new hydrant construction or temporary construction meter permits will be issued by the District. No replacement water may be provided for ponds or lakes. Aeration equipment should be managed in such a way as to eliminate evaporative loss of water. Tune-up irrigation system by checking for and repairing leaks and damaged sprinklers. Maintenance of existing landscaping necessary for fire protection as specified by the Fire Marshal of the local fire protection agency having jurisdiction over the property to be irrigated. If fire protection landscaping is not sustainable by irrigation two (2) days per week, irrigation may be increased to not more than three (3) days per week. Main flushing only on complaint basis. Customers with "smart" irrigation timers or controllers are asked to set their controllers to achieve specified percentage reduction (depending on the shortage stage) of the ET rate. Limits on watering duration. Watering or irrigating of lawns, landscape or other vegetated area with potable water using a landscape irrigation system or a watering device that is not continuously attended is limited to no more than 15 minutes per day per station. This subsection does not apply to landscape irrigation systems that exclusively use high efficiency irrigation equipment, very low-flow drip type irrigation systems when no emitter produces more than two gallons of water per hour, and weather-based controllers or high-efficiency stream rotor sprinklers. 	Board of Director Meetings, billing inserts, email notifications
Stage 4 CRITICAL	Up to 40%	<Less than 2 years of water available in storage; and Deep Well Index less 7.5 ft; and SWP/Lopez Allocations corresponding to the Stage 4 triggers	<ul style="list-style-type: none"> Irrigation of ornamental turf on public medians with potable water is prohibited. No new potable water service connections, except under restricted conditions. Expeditious leak repair (within 24 hours) 	Board of Director Meetings, billing inserts, email notifications emergency mailers, and press releases
Stage 5 EMERGENCY	Up to 50%	<Less than 2 years of water available in storage; and Deep Well Index less 7.5 ft; and SWP/Lopez Allocations corresponding to the Stage 5 triggers	<ul style="list-style-type: none"> Water use for public health and safety purposes only. Customer rationing may be implemented. All landscape and non-essential outdoor water use for all customers in the District's retail water service area shall be prohibited. All dedicated irrigation meters will be locked off by District personnel. In public spaces, eliminate irrigation of decorative landscape. Decorative water features that use potable water must be drained and kept dry. Previous waivers for watering during an establishment period will be revoked. No new construction meters will be issued. 	Board of Director Meetings, billing inserts, email notifications emergency mailers, and press releases
Stage 6 CATASTROPHIC WATER LOSS	> 50%	<Less than 2 years of water available in storage; and Deep Well Index less 7.5 ft; and SWP/Lopez Allocations corresponding to the Stage 6 triggers	<ul style="list-style-type: none"> No new connections. Prohibit all outdoor water use and landscape irrigation with potable water. No filling of pools or aesthetic water features. No water for commercial car washes. All washing of vehicles is prohibited. 	Board of Director Meetings, billing inserts, email notifications emergency mailers, and press releases

Section IX: Notification

The General Manager, or his/her designee, shall monitor water supply and/or demand conditions on a daily basis and, in accordance with the triggering criteria set forth in Section VIII of this Plan, shall determine if a water shortage condition exists and the severity of any such water shortage conditions (e.g., *1-Watch, 2-Warning, 3-Acute, 4-Critical, 5-Emergency, 6-Catastrophic Water Loss*), and shall implement the following notification procedures accordingly:

Notification of the Public:

The General Manager, or his/her designee, shall notify the public by means of:

- Announcements at Board of Director Meetings
- Billing Inserts
- Email notification
- Emergency Mailers
- Press Releases

Additional Notification:

The General Manager, or his/ her designee, shall notify directly, or cause to be notified directly, the following individuals and entities, as appropriate:

Water Suppliers:

San Luis Obispo County Flood Control and Water Conservation District
Central Coast Water Authority
City of Grover Beach
City of Arroyo Grande
City of Pismo Beach
Avila Beach Community Services District
Avila Valley Mutual Water Company
San Miguelito Mutual Water Company
County Service Area 12
Port San Luis Harbor District

Public Agencies:

County of San Luis Obispo
Northern Cities Management Area Technical Group
Nipomo Mesa Management Area Technical Group
San Luis Obispo Council of Governments
South San Luis Obispo County Sanitation District
California Department of Water Resources (DWR)
California State Library

Section X: Enforcement

- (a) No person shall knowingly or intentionally allow the use of water from the District for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by General Manager, or his/her designee, in accordance with provisions of this Plan.
- (b) Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is in repeated violation of this Plan, the General Manager upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge, and any other costs incurred by the District in discontinuing service. In addition, suitable assurance must be given by the General Manager that the same action shall not be repeated while the Plan is in effect.
- (c) Any person, including a person classified as a water customer of the District, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation.

Section XI: Variances

The General Manager, or his/her designee, may, in writing, grant temporary variance for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:

- (a) Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.
- (b) Alternative methods can be implemented which will achieve the same level of reduction in water use.

Persons requesting an exemption from the provisions of this Plan shall file a petition for variance with the District within 5 days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the General Manager, or his/her designee, and shall include the following:

- (a) Name and address of the petitioner(s).
- (b) Purpose of water use.
- (c) Specific provision(s) of the Plan from which the petitioner is requesting relief.
- (d) Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Plan.
- (e) Description of the relief requested.
- (f) Period of time for which the variance is sought.
- (g) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.
- (h) Other pertinent information.



Oceano Community Services District

1655 Front Street, P.O. Box 599, Oceano, CA 93475

(805) 481-6730 FAX (805) 481-6836

Date: May 9, 2024

To: Board of Directors

From: Charles Varni, President

Subject: **Agenda Item #9(B):** Approval and Authorization to Submit Application to Ecologistics to Act as the 501c3 sponsor of the District and Oceano Parks and Recreation Committee and, if the Application is accepted, authorize the District to enter into a contract with Ecologistic subject to review and form approval by District Counsel

Recommendation

Discussion and possible action to submit an application to Ecologistics to Act as the 501c3 fiscal sponsor of the District and Oceano Parks and Recreation Committee and, if the Application is accepted, authorize the District to enter into a contract with Ecologistics subject to review and form approval by District Counsel.

Attachments:

- Ecologistics Application & Budget
- Ecologistics Contract

Thank you for your interest in Ecologistics.

For more than 10 years Ecologistics has been dedicated to our mission: We collaborate with people and organizations around the world to create resilient and healthy communities that are environmentally and economically sustainable, and socially just. To further that mission, Ecologistics creates strategies, tools and templates for organizations that support environmental and economic sustainability, and social justice. Ecologistics develops, conducts, and fiscally sponsors programs and projects that provide information, encourage collaboration, generate conversation, inspire action, and engage the community.

Currently there are over 40 projects under Ecologistics' sponsorship, addressing a variety of environmental and social justice issues including climate change, biodiversity, educational equality, waste prevention, world peace, and sustainability. The groups work both independently and interactively through the networking opportunities provided by Ecologistics.

When gamechangers are supported they can change the game. We are looking for activists and social entrepreneurs with inspirational projects that will further our mission to create a resilient and healthy community for the residents of the California Central Coast that is environmentally and economically sustainable. Qualifying projects must:

- Have a clearly defined purpose
- A well-thought out plan and goals
- Dedicated leadership and a community of support
- Identified funding prospects
- Be located within the U.S., even if your work is globally focused.

Ecologistics does not provide fiscal sponsorship to individuals or for-profit/commercial entities.

Is your project a good fit with Ecologistics? We encourage you to review our web site, look over our sponsored projects, and consider the programs and services we offer. Does it seem like you would benefit from our services? Are you interested in learning from and contributing to Ecologistics' network? If so, please feel free to contact us with questions about our fiscal sponsorship program and/or the selection process.

Application Process & Timeline

Applications are reviewed at our monthly Board meetings during which you will be invited to make a short presentation, either in person or via Zoom.

ECOLOGISTICS

PROJECT SPONSORSHIP APPLICATION

Your project application should follow format listed below – including the headers, numbers, and questions. Please be thorough while staying within the requested length limits.

COVER PAGE

1. Date
2. Name of Project
3. Contact Information including:
 - Project Director's Name
 - Address, City, State, & Zip Code
 - Telephone Number(s)
 - E-mail Address
 - Web Address
4. Mission Statement – a clear description of where your organization is headed that sets it apart from others and makes a case for the need it fills.
5. Project Summary – please provide a 1 paragraph (approx. 150 words) description of your project including: goals, strategies, and outcomes

NARRATIVE

Project Need

6. What is the environmental or social justice issue being addressed by the project? (2 paragraphs)
7. How does your project further the mission of Ecologistics? (1 paragraphs)

Project Focus, Implementation & Impact

8. Purpose of the project – specific outcome that you seek to achieve. (1 paragraph)
9. Please describe the strengths and capabilities of the community you are working with and how you plan to engage with them. (2 paragraphs)

Budget and Funding

10. What are the expected types and amounts of income and expenses for the next year? Please indicate whether any funding has been secured and describe your strongest prospects. (2 paragraphs)
11. Provide a proposed income and expense budget for the year ahead. (Suggested format attached.)
12. Please outline your fundraising plan – including a projected timeline for the next two years. (1 paragraph)
13. **Important** - in what states do you plan on making pitches to solicit funds? (Ecologistics may have to register with those states' agencies that monitor the activities of charitable organizations)

Expectations

14. Why do you feel Ecologistics is the best place for your work? (1 paragraph)

633 Ramona Ave, Space 103 • ☐ Los Osos, CA 93402 • Ecologistics.org

15. What can you bring to Ecologistics as a member of our network? Do you see any potential synergies or conflicts with existing projects? (1 paragraph)

Qualifications

16. Please provide any information demonstrating your ability to implement your project. (2 paragraphs in addition to the attachments listed below.)

17. Ecologistics encourages projects to develop an Advisory Committee. Please provide a list proposed Advisory Committee members, organizational affiliations, and qualifications. How will they help you achieve your goals?

Miscellaneous

18. How did you hear about Ecologistics' Project Sponsorship & Support program?

DOCUMENTATION AND ATTACHMENTS

Budget

Using the attached form, please provide a budget for the next year of operation and, if subsequent years are expected to be dramatically different, a second operational budget.

Resume

Please attach a resume for your project director.

Additional Project Information

Please attach any existing articles, brochures, or other available materials that describe your project or the issues you are proposing to address.

Please send your application electronically to:
stacey@ecologistics.org
Please put "New Project Application" in the email subject line.

Project applications are accepted at any time and will be considered at the next Ecologistics board meeting.



Oceano Community Services District

1655 Front Street, P.O. Box 599, Oceano, CA 93475

(805) 481-6730 FAX (805) 481-6836

1. **Date:** May 1, 2024
2. **Name of Project:** Oceano Parks and Recreation Committee
3. **Contact Information:**
 - Charles Varni, President
 - 1655 Front St, Oceano CA 93445
 - (805) 459-6698
 - presidentvarni@oceanocsd.org
 - oceanocsd.org

4. Mission Statement : OPARC's mission is to help provide safe recreational access, infrastructure, and programs that enhance the physical, emotional, and social health and quality of life of all Oceano residents.

5. Project Description: The sole purpose of this 501c.3 fiscal sponsorship is to raise money through public donations to support the OCS D Parks and Recreation Committee (OPARC) programs. The primary project over the next eight months will be to raise \$150,000 to build a walking/jogging track at Oceano Elementary school . This new community infrastructure will be available to both the school and community, when school is not in session.

Narrative:

6. Project Need: We need your help to realize the dream of our community having a walking and jogging track for all ages to enjoy. Oceano is a community bereft of complete streets and safe routes to our local Oceano Elementary School (OES). Walking is the cheapest and easiest form of exercise. Unfortunately it is not always safe to do in Oceano because so often one is forced to literally walk in the road. This recreational asset will be available for school children during school hours and to the public whenever school is not in session (afternoons, weekends, school holidays). Imagine a regular after school or weekend walking group of parents whose children independently play on the grassy field inside the track or on the playground equipment within sight of the parents. Or senior "Walk and Talk" exercise groups?

7. This project is fully aligned with Ecologistics' organization values of environmental, social, and economic justice in that it provides fiscal sponsorship to OPARC which provides safe recreational access, infrastructure, and programs that enhance the physical, emotional, and social health and quality of life of all Oceano residents. As an economic disadvantaged community with the second lowest median



income in the County and highest proportion of Latinos (47%) of any County community needs more reception opportunities.

Project Focus, Implementation, and Impact:

8. Purpose: The purpose of acquiring a fiscal sponsorship is to facilitate public fundraising to support the many recreational projects OPARC envisions for the community, including a walking/jogging track at Oceano Elementary School. Community celebratory events in the new \$2,000,000 public plaza will be administered and, at times, sponsored by OPARC.

Budget and Funding:

10. Currently OPARC has \$14,886 in its operating budget with another \$4,614 allocated to OCSD administrative costs. Additionally, OPARC was awarded a \$16,000 grant from State Parks Organization to support field trips to State Parks for OES students on 2024. If successful, these funds would be earmarked for the OES track project.

11. See the attached FY 2023/24 Parks and Recreation 3rd Quarter Budget Review.

12. The OES Track Project is planning to raise a matching \$50,000 for the CDBG grant from a community fundraising drive titled Champions for Oceano. The goal is to solicit \$5,000 donations from ten individuals, businesses, or organizations in Oceano. We already have informal pledges from four persons and, once we have a fiscal sponsor will be able to launch this portion of the campaign.

Another component of the plan is to apply for community betterment grants to large retailers and financial corporations such as Kohls, Walmart, Target, Wells Fargo, and others. Typically, the maximum award is \$5,000.

Another component is basic grassroots fundraising through local organizations and Oceano Elementary School. The OES PTA has set a \$5,000 goal for their fund raising.

13. At this point, no plans to fundraise outside of California with assumption that local offices of national businesses would qualify as being in California.



Expectations:

14. The writer of this has worked with Ecologistics as a fiscal sponsor of Protect SLO County, which organized the citizens initiative Measure G in 2016 to ban new fossil energy infrastructure in SLO County. He has also referred organizations to Ecologistics for fiscal sponsorship, including the Oceano Beach Community Organization. Ecologistics is a perfect option for OCSD at this point as we do not have the staff or financial resources to create our own non-profit foundation or use staff time to operate donation logistics for the District and a government entity.

15. We do not for see any conflicts of interests with other clients of Ecologistics. We would be hopeful that some of your fiscal sponsees would like to support our OES Track Project or collaborate with us in Oceano community events.

Qualifications:

16. The OES Track Project is a collaborative effort with OPARC primarily responsible for fundraising; LMUSD being the project contracting agency; and Habitat for Humanity contributing construction support. OCSD and LMUSD have each overseen numerous multi-million dollar capital improvement projects and the OES Track Project is a very small and simple one. OCSD and LMUSD collaborated on the State Parks field trips grant both in its implementation and operation. President Varni is an successful fundraiser and over the past 10 years has been personally involved in collecting more than \$250,000 in donations.

17. OPARC is a formal Standing Committee of the OCSD. It serves in an advisory capacity to the full board and has no fiscal or policy making authority. Members of the OPARC Committee are:

- Charles Varni, President OCSD
- Beverly Joyce-Suneson, Director OCSD
- Andy Stenson, Director of Facilities, LMUDSD
- Jasmine Carranza, Project Manager, Boys and Girls Club
- Nicholas Rasmussen, CEO, Habitat for Humanity
- Wanda Monson, Chair, OES Safe Routes to School Committee
- Ray Monson, Community Member
- Community member #2 #3 #4 vacant and in process

18. President Varni has worked with Ecologistics directly and indirectly for the past 10 years.



**OCEANO COMMUNITY SERVICES DISTRICT
FUND LEVEL ANALYSIS
PARKS & RECREATION - GENERAL FUND - FUND 01**

ACCOUNT NO.	GENERAL FUND (GF) PARKS & RECREATION- 01	2023/24		2023/24	ACTUAL AT 3/31/2024	75%	ESTIMATED ACTUAL	2023/24 EST. BUDGET VARIANCE
		ADOPTED BUDGET	APPROVED ADJUSTMENTS	CURRENT BUDGET				
SOURCES OF FUNDS								
REVENUES								
Total Revenues		\$0	\$0	\$0	\$0		\$0	\$0
OTHER SOURCES OF FUNDS								
01-4-3900-012	Proposed Budget Adjustment - Parks Ca Grant	0	15,904	15,904	15,904	100%	15,904	0
Total Other Sources of Funds		\$0	\$15,904	\$15,904	\$15,904		\$15,904	\$0
Total Sources of Funds		\$0	\$15,904	\$15,904	\$15,904		\$15,904	\$0
USES OF FUNDS								
PERSONNEL SERVICES								
SALARIES & WAGES								
Total Salaries & Wages		\$0	\$0	\$0	\$0		\$0	\$0
BENEFITS								
Total Benefits		\$0	\$0	\$0	\$0		\$0	\$0
Total Personnel Services		\$0	\$0	\$0	\$0		\$0	\$0
SERVICES & SUPPLIES								
01-5-4850-301	July 26, 2023 Budget Adjustment - Parks & Recreation	0	13,711	13,711	0	0%	0	13,711
01-5-4850-302	October 11, 2023 Budget Request - Dia de Los Muertos Event	0	1,175	1,175	973	83%	973	202
01-5-4850-302	Proposed Budget Adjustment - Parks Ca Grant		15,904	15,904	3,412	21%	15,904	0
Total Services & Supplies		\$0	\$30,790	\$30,790	\$4,384	14%	\$16,877	\$13,913
CAPITAL OUTLAY								
Total Capital Outlay		\$0	\$0	\$0	\$0		\$0	\$0
ADMINISTRATIVE COST ALLOCATION								
01-5-4850-376	July 26, 2023 Budget Adjustment - Administrative Cost Allocation	0	4,614	4,614	3,753	81%	4,780	(166)
Total Administrative Cost Allocation		\$0	\$4,614	\$4,614	\$3,753	81%	\$4,780	(\$166)
Total Expenditures		\$0	\$35,404	\$35,404	\$8,137	23%	\$21,656	\$13,748
OPERATING SURPLUS/(DEFICIT)		\$0	(\$19,500)	(\$19,500)	\$7,767		(\$5,752)	\$13,748
TRANSFERS & ENCUMBRANCES								
Transfers In - Property Taxes		0	19,500	19,500	7,767		5,766	(13,734)
(Transfers Out)		0	0	0	0		0	0
Encumbrances - Sources of Funding		0	0	0	0		0	0
Encumbrances - (Designated)		0	0	0	0		0	0
NET TRANSFERS & ENCUMBRANCES		\$0	\$19,500	\$19,500	\$7,767		\$5,766	(\$13,734)

FISCAL SPONSORSHIP GRANT AGREEMENT

This Fiscal Sponsorship Grant Agreement (the “Agreement”) is made by and between Ecologistics, Inc. (“Sponsor”), and _____ (“Grantee”). Sponsor is a California nonprofit public benefit corporation recognized as exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code (“IRC”). Grantee is a [form of organization] with a principal office located at _____.

RECITALS

A. Sponsor has approved the establishment of a restricted fund to receive donations of cash and other property earmarked for support of the purposes of the project known as [name of project] Project (the “Project”), which is a set of charitable programs and activities with a mission to [describe 501(c)(3)-consistent activities of the project that Ecologistics will be sponsoring, as more particularly described in Exhibit A], within the range of permissible activities consistent with IRC Section 501(c)(3). After appropriate due diligence of Grantee’s qualifications and the Project proposal, Sponsor is satisfied that the purposes of the Project are consistent with Sponsor’s charitable purposes and Grantee is capable of producing the Project in a professional, competent, and diligent manner. Accordingly, Sponsor has decided to grant all amounts and assets that it may receive and deposit to that restricted fund (less any administrative charges set forth herein) to Grantee, subject to the terms and conditions of this Agreement, to be used in support of the purposes of the Project.

B. Sponsor desires to act as the fiscal sponsor of the Project, by receiving assets identified with the purposes of the Project beginning on the Effective Date as defined in Section 1, and using them to pursue the objectives for which the Project is being established, which Sponsor has determined will further its exempt purposes. Grantee desires to conduct the Project with the grant support of Sponsor.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Term of Agreement. On _____ (the “Effective Date”), this Agreement shall commence and shall continue in effect for a period of one (1) year (the “Term”), unless terminated earlier as provided herein. Upon the completion of the then current Term, this Agreement shall automatically renew for succeeding Terms of one (1) year each. Should either Party wish not to renew this Agreement for any succeeding Term, it shall provide written notice of its desire not to renew this Agreement for a subsequent Term to the other Party at least sixty (60) days prior to the last day of the then current Term, and the provisions regarding termination as set forth in Section 12 shall be followed.

2. Project Activities. Sponsor shall not be responsible for the programmatic work, fundraising events, accounts payable and receivable, negotiation of contracts, insurance, day-to-day use of funds granted to Grantee, or other matters related to activities conducted by Grantee, whether associated with the Project or otherwise. No person working on the Project shall be an employee or contractor of Sponsor with respect to such work. Grantee shall assume full and complete responsibility for all liabilities to third parties incurred by or in connection with the Project, including but not limited to accounts payable, any and all claims whether asserted or unasserted while this Agreement is in effect, any performances due under contracts, any goods to be delivered, and any services to be performed.

3. Fiscal Sponsorship Policies. Grantee shall provide Sponsor with its governing documents, Employer ID Number, and/or other documentation satisfactory to Sponsor, showing Grantee’s separate existence as an organization. Grantee shall abide by the Model C Fiscal Sponsorship Policies of Sponsor

attached hereto as Exhibit B (the “Policies”), which Policies may be amended by Sponsor in its sole discretion from time to time with written notice to Grantee. The Policies include, in addition to other provisions, the administrative and other fees to be paid to the general fund of Sponsor from the Restricted Fund, as defined in Section 9 below.

4. Grants. Sponsor shall have authority over the financial administration of the Restricted Fund, as defined below, and shall be responsible for the processing, acknowledgment, and deposit in the Restricted Fund of cash and noncash items received to support and advance the purposes of the Project. Sponsor shall make grants from the Restricted Fund to support the purposes of the Project, subject to the terms and conditions of this Agreement, in amounts and at times in Sponsor’s sole discretion. All other authority and responsibility related to the Project shall be vested in and exercised by Grantee, including the duty to comply with the terms of this Agreement and with the terms of any agreements with funding sources, including the preparation of grant reports, although ultimate responsibility for administration of the Restricted Fund rests with Sponsor. All grants made pursuant to this Agreement are gifts, subject to the conditions and restrictions contained herein, and not payments for services. Any grant of a noncash item shall be granted to Grantee on an “as is” basis without any warranty or representation whatsoever, either express or implied, about the condition, merchantability, design, or operation of such item, or its fitness for any particular purpose, or the quality or capacity of the materials in it.

5. Intellectual Property. Any tangible or intangible property, including copyrights, trademarks, or other intellectual property, obtained or created by Grantee as part of the Project shall remain the property of Grantee, and Grantee shall be the sole party responsible for the editorial and creative direction of the Project. Notwithstanding the foregoing, Grantee agrees to give archival materials, including documents, collateral, and finished products, to Sponsor at no cost for inclusion in Sponsor’s archives, and for use in Sponsor’s promotional and programmatic efforts, subject to any third party rights in, and restrictions on the use of, such property. Grantee further agrees to ensure that any finished product or products created by Grantee as part of the Project using funds granted by Sponsor are produced, provided, or otherwise utilized in a manner that benefits the public. Sponsor shall further have the right to reproduce, without any further required consent or license from Grantee, any finished product or products created by Grantee as part of the Project using funds granted by Sponsor in furtherance of Sponsor’s exempt purposes.

6. Solicitation of Funds. Grantee’s directors, officers, employees, and authorized volunteers may, as agents of and on behalf of Sponsor, solicit gifts, contributions, and grants to Sponsor, designated for the purposes of the Project. The choice of funding sources to be approached and the text of fundraising materials shall be subject to Sponsor’s prior written approval. All grant agreements, pledges, or other commitments with funding sources to support the purposes of the Project shall be executed by Sponsor.

7. Use of Grants. Grantee shall use all grants disbursed from the Restricted Fund by Sponsor solely for the purposes of the Project in a manner that is consistent with IRC Section 501(c)(3), and Grantee shall repay to Sponsor any portion of any grant that is not spent or committed for those purposes. Any significant change in the purpose for which a grant is to be used must be approved in writing by Sponsor before implementation. Sponsor retains the right, if Grantee materially breaches this Agreement, to withhold, withdraw, or demand immediate return of grants made from the Restricted Fund, and to spend such amounts so as to support and advance the purposes of the Project as nearly as possible within Sponsor’s sole judgment. Grantee agrees to acknowledge Sponsor’s sponsorship/grants in any Project credits. This acknowledgement shall include a website URL for Sponsor on Project documents, collateral,

and finished products. Grantee further agrees to comply with all state, federal, and local laws in its activities and in the production and/or distribution of publications or other goods or services produced in connection with the Project.

8. Independent Contractors. With regard to the selection of any contractors, vendors, or subgrantees to advance the purposes of the Project, Grantee retains full discretion and control over the selection process, acting completely independently of Sponsor. There is no agreement, written or oral, by which Sponsor may cause Grantee to choose any particular contractor, vendor, or subgrantee.

9. Restricted Fund; Variance Power. Beginning on the Effective Date, Sponsor shall place all gifts, grants, contributions, and other revenues received by Sponsor to support and advance the purposes of the Project into a restricted fund to be used for the sole benefit of furthering the purposes of the Project as those purposes may be defined by Grantee from time to time within the tax-exempt purposes of Sponsor and with the approval of Sponsor (the "Restricted Fund"). Sponsor retains the unilateral right to spend such funds and use such other assets so as to support and advance the purposes of the Project as nearly as possible, subject to any donor-imposed restrictions as to purpose and consistent with the terms of any applicable grant agreement regarding the charitable use of such assets. With regard to the selection of Grantee or any other grantee to carry out the purposes of the Project, Sponsor retains full discretion and control over the selection process, acting completely independently of any revenue source. The parties agree that all money, and the fair market value of all property, in the Restricted Fund be reported as the income of Sponsor, for both tax purposes and for purposes of Sponsor's financial statements. It is the intent of the parties that this Agreement be interpreted to provide Sponsor with variance powers necessary to enable Sponsor to treat the Restricted Fund as Sponsor's asset in accordance with Accounting Standards Codification ("ASC") paragraphs ASC 958-605-25-25 and -26, formerly expressed in Statement No. 136 issued by the Financial Accounting Standards Board, while this Agreement is in effect.

10. Reporting and Recordkeeping. For so long as this Agreement is in effect, Grantee shall submit annual written reports to Sponsor on December 31 of each year, or on the nearest business day following such dates should they fall on a weekend or holiday. Grantee shall also submit a final report to Sponsor upon termination of this Agreement. Each report shall be provided using the Grant Report Form attached hereto as Exhibit C and shall describe the charitable programs conducted by Grantee with the aid of Sponsor's grant(s), the expenditures made with grant funds, and Grantee's compliance with the terms of this Agreement since the later of the Effective Date of this Agreement or the date of Grantee's most recent prior report to Sponsor. The reports required to be submitted by Grantee to Sponsor pursuant to this Section shall contain sufficient information to establish that all grant funds were used for the purposes of the Project and in furtherance of Sponsor's exempt purposes. Grantee shall treat grant funds as restricted assets and shall maintain books accounting for grant funds separately from other funds. All expenditures made in furtherance of the purposes of the Project shall be charged off against the grant and shall appear on Grantee's books. Grantee shall keep adequate records to substantiate its expenditures of grant funds. Grantee shall make these books and records available to Sponsor at reasonable times for review and audit, and shall comply with all reasonable requests of Sponsor for information and interviews regarding use of grant funds. Grantee shall keep copies of all relevant books and records and all reports to Sponsor for at least four (4) years after completion of the use of the grant funds.

11. Performance of Exempt Purposes. All of the assets received by Sponsor under the terms of this Agreement shall be devoted to the purposes of the Project, within the tax-exempt purposes of Sponsor. All grant funds shall be used by Grantee solely for the purposes of the Project and, unless Sponsor and Grantee enter into a separate written grant agreement, Grantee shall not use any portion of

the grant funds to attempt to influence legislation within the meaning of IRC Section 501(c)(3) and the associated Regulations. Grantee acknowledges that any and all grants made by Sponsor to Grantee are intended to constitute “controlled grants” within the meaning of 26 CFR § 56.4911-4(f)(3) unless otherwise specified in a separate written grant agreement. Should Grantee use any portion of the grant funds for a purpose other than the purposes of the Project, including attempts to influence legislation or for other lobbying activities, without the prior written consent of Sponsor, Grantee shall repay to Sponsor any portion of the grant funds which is so used by Grantee. If Grantee engages in conduct that Sponsor determines in its sole discretion may jeopardize Sponsor’s legal or tax-exempt status, Sponsor retains the right to withhold, withdraw, or demand immediate return and repayment of any grant funds from Grantee. Grantee shall not use any portion of the grant funds or proceeds of the grant funds to directly or indirectly participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office; to induce or encourage violations of law or public policy; to cause any private inurement or improper private benefit to occur; nor to take any other action inconsistent with IRC Section 501(c)(3).

12. Termination.

a. Grounds for Termination. This Agreement may be terminated (1) by Sponsor when the objectives of the Project can no longer reasonably be accomplished, including when insufficient funds remain in the Restricted Fund held for the purposes of the Project, as determined by Sponsor in its sole discretion; (2) by either party when either Grantee or Sponsor desires to terminate Sponsor’s fiscal sponsorship of the Project for any reason, including if one party has given notice to the other of its intent not to renew this Agreement for a subsequent Term; or (3) by either party based upon a material breach of this Agreement by the other party. When either party desires to terminate this Agreement, it shall provide a written notice of termination to the other party.

b. Understandings Upon Receipt of Notice of Termination. Upon receipt of a written notice of termination of this Agreement on any grounds, if Sponsor continues to hold funds in the Restricted Fund for the purposes of the Project, the parties shall have sixty (60) days to find another nonprofit corporation which is (i) tax exempt under IRC Section 501(c)(3); (ii) not classified as a private foundation under IRC Section 509(a); and (iii) willing and able to sponsor the Project (a “Successor”). The ability to sponsor the Project and meet the requirements of a “Successor” shall be evidenced by having exempt purposes consistent with the purposes of the Project and the administrative and financial capacity to competently and lawfully sponsor the Project, as determined by Sponsor. The Successor must be approved in writing by both parties by or before the end of the sixty (60) day period. If the parties do not identify or are unable to agree on a Successor by the end of the initial sixty (60) day period, Grantee shall have an additional sixty (60) day period to find a Successor, subject to Sponsor’s approval in its sole discretion. If a Successor is found and agreed to by the parties, the balance of assets, including any tangible or intangible noncash assets, held by Sponsor in its Restricted Fund for the purposes of the Project shall be transferred to the Successor at the end of the notice period or any extension thereof, subject to the approval of any third parties that may be required. If Grantee has formed a new organization meeting, or Grantee itself meets, the definition of a Successor as set forth in this Subsection, such organization shall be eligible to receive all such assets so long as such organization has received a determination letter from the Internal Revenue Service indicating that such qualifications have been met, by no later than the end of the notice period or any extension thereof.

c. Timing of Termination. This Agreement shall terminate upon the earlier of (1) the expiration of the notice period or any extension thereof as set forth in Subsection b above, or (2) the transfer of the balance of assets held by Sponsor in its Restricted Fund for the purposes of the Project to a Successor. If no Successor is found within the notice period or any extension thereof as set forth in Subsection b above, this Agreement shall terminate and Sponsor may dispose of the assets held in the Restricted Fund for the purposes of the Project, in its sole discretion, in any manner consistent with applicable tax and charitable trust laws. If the parties mutually wish to earlier terminate this Agreement without identifying a Successor, they may do so in a writing signed by both parties.

13. Grantee Warranties. Grantee hereby represents and warrants that it is duly formed, validly existing, and in good standing and has all requisite power and authority to engage in the activities contemplated by this Agreement. Grantee further represents and warrants that the Project and its production do not violate any personal or private rights, copyright or trademark rights, or any other rights of any third party. In addition to the obligations set forth in Section 14 of this Agreement, Grantee agrees, to the fullest extent permitted by law, to hold Sponsor harmless from, and defend Sponsor against, any claims of such violations, including, without limitation, reasonable attorneys' fees and court costs of Sponsor, its officers, directors, employees, successors, permitted assigns, and agents.

14. Indemnification. Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Sponsor, and its officers, directors, employees, agents, successors, and permitted assigns from and against any and all claims, liabilities, losses, suits, proceedings, causes of action, damages, costs, and expenses (including reasonable attorneys' fees and expenses) (collectively, "Claims") directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, or its officers, directors, employees, agents, successors, and permitted assigns in applying for or accepting grants from Sponsor, in expending or applying the funds or other non-cash items furnished by Sponsor pursuant to such grants, in carrying out the Project, or from any material breach of this Agreement by Grantee, except to the extent that such Claims arise directly and wholly from any act or omission of Sponsor or its officers, directors, employees, agents, successors, or permitted assigns. Grantee shall assume, at its sole cost and expense, the defense of such Claim with counsel reasonably satisfactory to Sponsor. Grantee will not be subject to any liability for any settlement made without its consent. Grantee shall not, without consent of Sponsor, effect any settlement or discharge or consent to the entry of any judgment, unless such settlement or judgment includes as an unconditional term thereof the giving by the claimant or plaintiff to Sponsor of a general release from all liability in respect of such Claim. Notwithstanding anything herein to the contrary, the indemnification provisions of this Section shall survive any termination of this Agreement for any reason.

15. Notice. Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by email in the manner provided in this Section, to the following persons:

To Grantee: _____
Attn: _____
Address _____
Address _____
Telephone: _____

Email: _____

To Sponsor: Ecologistics, Inc.
Stacey Hunt
633 Ramona Ave, Space 103
Los Osos, CA 93402
Telephone: (805) 548-0597
Email: stacey@ecologistics.org

A party may change its address or other contact information included above by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address or other contact information. If sent by mail, notice shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by email, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the email account, addressed as set forth above. For purposes of calculating these time frames, weekends, and federal holidays shall be excluded.

16. Insurance Obligations. Sponsor may require Grantee, at its sole cost and expense, to procure and maintain insurance in commercially reasonable amounts and by an insurer reasonably acceptable to Sponsor against claims for injuries to persons, damages to property, or loss of any kind which may arise from the production of the Project, or any actions taken in connection with the Project, by Grantee or Sponsor, or their officers, directors, agents, representatives, employees, or subcontractors. If such insurance is required, Grantee agrees that Sponsor, and its officers, directors, agents, representatives, employees, and subcontractors are to be covered as additional insureds. Grantee further agrees to provide Sponsor with copies of insurance certificates evidencing such coverage and receipts showing payment of premiums therefore, and will deliver updated certificates and receipts to Sponsor upon Sponsor's request. Sponsor shall have no liability whatsoever for any loss that may occur by reason of the absence, insufficiency, or cancellation of any insurance coverage of or for Grantee.

17. Miscellaneous. In the event of any controversy, claim, or dispute between the parties arising out of or related to this Agreement, or the alleged breach thereof, the prevailing party shall, in addition to any other relief, be entitled to recover its reasonable attorneys' fees and costs of sustaining its position. Each provision of this Agreement shall be separately enforceable, and the invalidity of one provision shall not affect the validity or enforceability of any other provision. This Agreement, and all questions relating to its validity, interpretation, performance, and enforcement, shall be governed by and construed in accordance with the laws of the State of California, without reference to its conflict of law provisions. The parties hereto agree and consent to the exclusive jurisdiction of and venue in the courts of general jurisdiction of the State of California located in the County of San Luis Obispo. This Agreement may not be assigned by Grantee, including by operation of law, without the prior express written consent of Sponsor. This Agreement shall be enforceable by, inure to the benefit of, and be binding upon the parties' respective successors in interest, if any, and any permitted assigns. Time is of the essence of this Agreement and of each and every provision hereof. This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto, and no party shall make any such representation to anyone. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties. Any waiver of any terms, covenants, and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants, and/or

conditions hereof shall not be construed as a waiver of any other terms, covenants, and/or conditions hereof nor shall any waiver constitute a continuing waiver.

18. Entire Agreement; Counterparts. This Agreement constitutes the only agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. All Exhibits hereto are a material part of this Agreement and are incorporated herein by reference. This Agreement, including any Exhibits hereto, may not be amended or modified, except in a writing signed by all parties to this Agreement; provided, however, that the Policies of Sponsor attached hereto as Exhibit B may be amended by Sponsor from time to time in its sole discretion with written notice to Grantee. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

19. Authority. Each undersigned represents and warrants by its signature that each has the power, authority, and right to bind its respective party to each of the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Fiscal Sponsorship Grant Agreement effective as of the Effective Date.

ECOLOGISTICS, INC.

By: _____
Stacey Hunt, CEO

Dated: _____

SPONSORED ORGANIZATION

By: _____
[NAME], [Title]

Dated: _____

EXHIBIT A
PROJECT DESCRIPTION

A-1.

EXHIBIT B

MODEL C FISCAL SPONSORSHIP POLICIES OF ECOLOGISTICS, INC.

General Requirements

- **Separate Legal Entity.** Although Ecologistics, Inc. (“Ecologistics”) will properly report any funds or property it receives for the purposes of the project, because Grantee remains a separate legal entity, it will continue to be subject to all laws, regulations, registrations, and filing requirements applicable to it, compliance with which shall remain its sole responsibility.
- **Fundraising.** Grantee’s directors, officers, employees, and authorized volunteers (collectively, “Grantee’s agents”) may, as agents of and on behalf of Ecologistics, solicit gifts, contributions, and grants to Ecologistics, designated for the purposes of the project. However, Grantee’s agents, acting as agents of and on behalf of Ecologistics, must get prior written approval from Ecologistics before approaching a potential funding source and a copy of any fundraising mailing or solicitation related to a project, including a grant proposal, must be approved by Ecologistics management in advance of mailing, submission, or other distribution. Grantee’s agents, acting as agents of and on behalf of Ecologistics, may not conduct any fundraising activities involving an element of chance, such as bingo or raffles, unless they notify Ecologistics management in advance and adhere to applicable state regulations. For instance, any desired raffle activities may require Ecologistics to file certain forms with one or more state’s Attorney General’s offices, both prior to and following the raffle. Any funds raised for the purposes of a sponsored project in a manner inconsistent with these terms may be returned, in Ecologistics’ sole discretion, and/or the respective Fiscal Sponsorship Grant Agreement may be terminated.
- **Grants Received.** Ecologistics management must sign all original grant agreements and be copied at least one (1) week in advance on all interim and final report submissions required under any grant agreement associated with the project. Ensuring compliance with the terms of any grant agreement, including the preparation of any required grant report, is the responsibility of Grantee, although ultimate responsibility for administration of funds in the restricted fund rests with Ecologistics. Grants involving government or public agency monies typically have very heavy reporting and auditing requirements that Grantee’s agents, acting as agents of and on behalf of Ecologistics, must discuss with Ecologistics management in advance of acceptance.
- **Donations/Contributions.** Ecologistics will accept, process, and acknowledge contributions made to support the purposes of the project. This includes issuing receipts for tax deduction purposes. Donations may be made payable to Ecologistics, with the name of the project in the memo line. Stock gifts can only be made through Ecologistics’ designated broker. It is Ecologistics’ general policy not to intentionally publicly disclose the identities of donors. Grantee shall make no external disclosure of any Ecologistics donor’s identity without the donor’s prior permission. When acting as agents of Ecologistics, Grantee’s agents shall not provide any legal or accounting advice to any donor or potential donor and shall advise any donor or potential donor to consult with their own professional tax adviser or attorney regarding any questions.

- **Communications With Potential Donors.** In the course of fundraising, Grantee’s agents, acting as agents of Ecologistics, may solicit commitments from donors prior to Ecologistics receiving the funds. In general, Ecologistics regards such promises to give as mere statements of intent, which Ecologistics will not seek to enforce through legal action. In the unusual situation where Grantee’s agents wish to have a donor sign a legally enforceable pledge, Grantee should contact Ecologistics management in advance. The collection of any amounts which potential donors have expressed an intent to contribute shall be the responsibility of Grantee’s agents, acting as agents of Ecologistics.
- **Accounting.** Ecologistics will separately account for all funds received and expended, including in grants made to Grantee, for the purposes of the project and will provide Grantee with a monthly accounting of all such transactions. Any desired corrections to such accounting must be requested by Grantee within thirty (30) days after receipt of the accounting. Grantee shall treat all grant funds received from Ecologistics as restricted assets and shall maintain books accounting for grant funds separately from other funds. All expenditures made in furtherance of the purposes of the project shall be charged off against the grants and shall appear on Grantee’s books. Grantee shall keep adequate records to substantiate its expenditures of grant funds. Grantee shall make these books and records available to Ecologistics at reasonable times for review and audit, and shall comply with all reasonable requests of Ecologistics for information and interviews regarding use of grant funds.
- **Additional Services.** Should Grantee request that Ecologistics provide it any services of any nature, other than the making of grants pursuant to the respective Fiscal Sponsorship Grant Agreement, such services shall only be provided pursuant to a separate written agreement between the parties. Ecologistics may charge additional fees, costs, and/or charges in connection with providing any such services.
- **Ecologistics Communications.** Grantee agrees to respond to Ecologistics requests and communications in a timely manner.

Administrative and Other Fees and Charges

- In order to compensate Ecologistics for its services provided in administering a fiscally-sponsored project, an administrative fee will be charged. The administrative fee will be structured as a percentage of gross receipts raised in support of the purposes of the project. The administrative fee will be equal to **six percent (6%)** of (1) all funds received by Ecologistics for the purposes of the project, regardless of source, and (2) the value of all noncash items or assets received by Ecologistics for the purposes of the project (the “administrative fee”).
- Notwithstanding the foregoing, grants received by Ecologistics for the purposes of the project that involve government or public-agency funds are typically subject to increased reporting and/or auditing requirements and are therefore subject to an administrative fee of **ten percent (10%)**. Any such grant over the amount of five hundred thousand dollars (\$500,000.00) may also be subject to additional fees in connection with audit expenses, in the sole discretion of Ecologistics.
- Should sponsorship of a project be transferred to Ecologistics from another fiscal sponsor, a one-time roll-over fee of five hundred dollars (\$500.00) will be charged at the time that the fiscal sponsorship relationship is established with Ecologistics, regardless of the amount transferred, and

the administrative fee will not apply to such transferred funds. The administrative fee will apply to subsequent gross receipts in support of the purposes of the project, as set forth above.

- The administrative fee will be charged at the time the contributions in support of the purposes of the project are received by Ecologistics.
- In addition to the administrative fee, Ecologistics shall also charge an annual fee of two hundred and fifty dollars (\$250.00) per Model C sponsored project, to be paid from the restricted fund held by Ecologistics for the purposes of the sponsored project (the “annual fee”). This annual fee will be waived with respect to any Model C project that raised [four thousand dollars (\$4,000.00)] or more in the prior year. Ecologistics reserves the right to increase this annual fee in its sole discretion.
- All interest earned in connection with the funds or assets held in the restricted fund for the purposes of the project shall be the property of Grantee.
- Such fees will be paid to the general fund of Ecologistics. They are necessary to compensate Ecologistics for its services provided in administering fiscal sponsorship, and thus become unrestricted rather than restricted assets when paid to the general fund of Ecologistics. Once paid to the general fund of Ecologistics, fees and charges will not be returned or refunded.

EXHIBIT C

GRANT REPORT FORM

Please complete and return this Grant Report Form (the “Grant Report”) to Ecologistics, Inc. (“Ecologistics”) at stacey@ecologistics.org as set forth in the Fiscal Sponsorship Grant Agreement. Terms used herein have the same definition as given in the Fiscal Sponsorship Grant Agreement.

I. Grants Information

Grantee: _____

Project/Program Funded: _____

Period Covered by this Report (“Report Period”): _____

Amount of Grant Funds Received: \$ _____

Amount of Grant Funds Expended: \$ _____

II. Grantee Contact Information

Contact Name: _____ Title: _____

Mailing Address: _____

Phone: _____ Email: _____

III. Grant Report

A. **Confirmation of Requirements.** Please confirm that each of the following requirements was met consistent with the Fiscal Sponsorship Grant Agreement by checking each box. If you are not able to confirm any of the requirements below, please provide an explanation in a narrative attached to this report.

- The grant funds received by Grantee were used exclusively in furtherance of the purposes of the Project and consistent with Sponsor’s exempt purposes under IRC Section 501(c)(3)
- The grant funds received by Grantee were not used for any attempt to influence legislation or for other lobbying activities of any nature
- The grant funds received by Grantee were not used in violation of or in a manner inconsistent with the Fiscal Sponsorship Grant Agreement
- The grant funds received by Grantee were held and accounted for in a separate fund restricted for use in furtherance of the purposes of the Project
- No changes have occurred to Grantee’s tax-exempt status or legal status since the Fiscal Sponsorship Grant Agreement was entered into

B. **Statement of Revenues and Expenditures associated with the Grant Purposes.** Include a detailed statement of revenues and expenses accounting for the expenditures of all grant funds received by

B-1.

Grantee for the purposes of the Project, including appropriate documentation demonstrating that all such grant funds were used exclusively in furtherance of the purposes of the Project and that no such grant funds were used for any attempt to influence legislation or for other lobbying activities of any nature.

C. **Programmatic Accomplishment(s).** In an attached narrative no longer than [two (2)] pages total, please respond to the following questions:

1. What were the major accomplishments achieved with the grant funds? Describe the goals for the Project as well as Grantee's success in meeting those goals.
2. Did Grantee experience any challenges that may have prevented accomplishing its goals or completing the Project?
3. What are Grantee's plans for the Project in the future? How will Grantee sustain it in the coming years?
4. Please share any success stories or evaluation data from those who benefited from the Project.

D. **Publicity Materials.** Please attach copies of publications or other public communications acknowledging or referencing Ecologistics related to the grant funds.

I hereby certify that the above and attached statements are true, accurate, and complete.

Signature of Authorized Representative

Date

Name of Authorized Representative

Title of Authorized Representative

For Sponsor's Use Only

Reviewed by:

On:



Oceano Community Services District

1655 Front Street, P.O. Box 599, Oceano, CA 93475

(805) 481-6730 FAX (805) 481-6836

www.oceanocsd.org

Date: May 9, 2024

To: Board of Directors

From: Robert Schultz, Interim District Legal Counsel

Subject: **Agenda Item 9(C):** Review and Adoption of Proposed Media Relations Policy

Recommendation

It is recommended that the Board adopt the attached Media Relations Policy.

Background

The District's lack of a policy on media relations has led to responses being handled on a case-by-case basis, depending on the issue. This ad hoc approach was recently highlighted when the media was informed of the General Manager's resignation before the Board and District Counsel. This incident underscores the immediate need for a written policy on media relations.

Discussion

The attached Media Relations Policy is designed to provide clear guidelines for Board Members and Staff to communicate with the press on behalf of the District. The Social Media Policy clarifies who can speak on behalf of the District, under what conditions they serve as spokespersons, and what and how information is relayed. This policy has administrative and practical reasons. Its purpose is to ensure that the District provides transparent, consistent, accurate, and equal information to the media, private businesses, and, most importantly, the public.

Conclusion

Staff recommends that the Board adopt the attached Media Relations Policy.

Other Agency Involvement

N/A

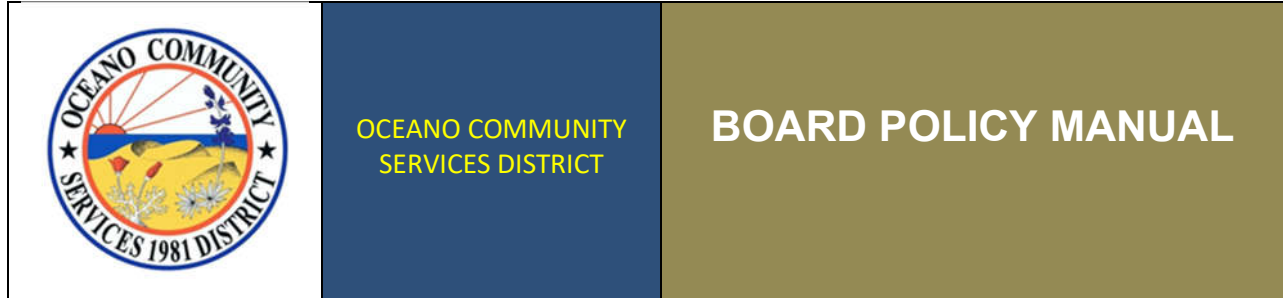
Other Financial Considerations

N/A

Attachment:

1. Draft Media Relations Policy

DRAFT



TITLE: MEDIA RELATIONS POLICY		POLICY NUMBER:
EFFECTIVE DATE:		PAGES: 4
ENABLING ACTIONS:	REVISED DATE:	
APPROVED:		

I. PURPOSE

To improve media relations, preserve and enhance the image of the Ocean Community Services District, and ensure that accurate, appropriate information is released to the media.

II. POLICY

The Ocean Community Services District values the role of the media¹ in informing its residents, businesses, and visitors. This Policy recognizes that the media, as our partners, play a crucial role in communicating District policies and activities to citizens.

The Ocean Community Services District is committed to providing accurate and timely information to the media. We prioritize media inquiries and respond to them as quickly and efficiently as possible, ensuring that all information released is accurate and reliable.

It is recognized that the media routinely monitors and reports on some aspects of District business. Examples include board and commission agendas and applications, as well as routine updates and information provided by Staff. This policy is not intended to change the standard practices followed by the District in communicating such matters with the media.

A. **Media Inquiries**

Any media inquiries received by the District Employees should be referred immediately to the General Manager. An appropriate response to the media would be, “I will give your request to the General Manager, who will respond to you as soon as he/she is available.” The Employee

¹The means of communication, such as radio and television, newspapers, magazines, and the internet, that reach or influence people.

TITLE: PURCHASING POLICY	PAGE: 2 of 4	POLICY NUMBER: XX-XX
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shall obtain the caller’s name, media outlet, phone number, the topic of the story (why they are calling), and deadline.

The General Manager is responsible for the District’s media inquiries, interview requests, and other press issues. The General Manager is responsible for gathering accurate information from Board Members, Employees, and Consultants to compile relevant media statements and releases, talking points, Q&A, and other communication pieces. Due to the pressing nature of media deadlines, it is important that all Board Members, employees, and Consultants respond as soon as possible to General Manager's requests to ensure that all information released is accurate.

B. Designated Spokesperson

The General Manager will be the District’s primary spokesperson. Depending on the issue, Board members may also serve as spokespersons, as designated by the General Manager or the Board of Directors.

When communicating with the media, the General Manager and authorized Board Members shall have the ethical obligation to observe the criteria of truth, clarity, and fairness to help ensure that the reporting of District affairs is accurate and unbiased.

C. Expectations For Media

Media outlets can expect a response/answer (the same day if possible and within a reasonable amount of time as possible). This can even include informing the outlet that “at this time, we do not have an answer or comment to your request.” To ensure accuracy and to assist with the facilitation of details and information, it is necessary for the District to seek answers to the following:

1. What is your deadline? (Hard Deadline or Soft Deadline). The General Manager will set appropriate expectations regarding whether or not this deadline is reasonable.
2. What is the story about? (Expect several follow-up questions about this).
3. Be mindful of requests requiring research or other such complex requests that involve comprehensive attention. Expecting a short turnaround time on such a request is unreasonable and will be communicated by the General Manager.
4. A request late in the afternoon that requires significant research and/or coordination will be handled the following day unless circumstances warrant otherwise.

D. Sensitive and Controversial Issues

As a matter of general practice, the Oceano Community Services District does not discuss litigation and/or personnel-related information. Examples of sensitive or controversial issues include, but are not limited to: legal claims, potential litigation, or lawsuits filed against or by the Oceano Community Services District, District employee, and/or Board Member; ongoing

TITLE: PURCHASING POLICY	PAGE: 3 of 4	POLICY NUMBER: XX-XX
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negotiations; sensitive medical information pertaining to a District employee or official; and the hiring, disciplinary, termination, and/or resignation related to any District employee.

The General Manager must be informed immediately of inquiries from the media that relate to sensitive or controversial issues and must be made aware immediately of potentially sensitive issues when it is anticipated that those issues may reach the media. The General Manager will Coordinate a response with the Board President and District Counsel for all media inquiries regarding sensitive and controversial issues, including designating a spokesperson.

Any District employee who speaks to a reporter or editor about a sensitive or controversial issue without authorization and prior approval by the General Manager may be subject to disciplinary action.

E. Personal Points of View

The Oceano Community Services District is striving for a unified approach to communications initiatives. Therefore, district employees and agents should review and be cognizant of recent Board actions to familiarize themselves with the board's position on issues that may be of interest to the media. The Board's position is established and communicated via a majority vote of the Board at a public meeting and thus serves as the "official" District position, not an employee's perspective.

Although it is expected that all employees have the right to their personal points of view regarding any issue, personal points of view may conflict with the District's official policy. District Employees and Agents should not initiate media contacts without the approval of the General Manager (unless otherwise specified in this policy).

District employees who write letters to the media may not use official District stationary. If an employee chooses to identify himself or herself as a District employee in any personal letter or email to the media, he or she must include language that states the views set forth in the letter do not represent the views of the District but rather, are the employee's personally held opinions. Similar disclaimers must be given if an employee makes any oral statement at a public meeting or speaks with the media unless the employee has the approval of the General Manager. Employees who are representing the District must identify themselves as an official spokesperson for the District and have the approval to represent the District through the General Manager.

F. Public Records Requests

Public records requests from the media for Oceano Community Services District records may be written or verbal. Such requests will be handled in compliance with the California Public Records Act. For records other than standard documents (agenda reports, etc.) or documents not available on the District's website, the General Manager must be copied on the request and the response to ensure that compliance with the Act is met.

TITLE: PURCHASING POLICY	PAGE: 4 of 4	POLICY NUMBER: XX-XX
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G. Media Releases

The General Manager must review and approve all media releases prior to distribution.

H. Media Briefings

When necessary, briefings may be conducted to educate the media about potentially controversial issues and provide the media an opportunity to ask in-depth questions. In most cases, appropriate District staff and reporters review extensive background materials, distribute fact sheets and explanatory materials, or discuss at length a particular issue or upcoming report to the Board. The General Manager will be responsible for scheduling any such briefings, including District staff to be present.

I. Press Conferences

When necessary, press conferences may be conducted to make extremely important announcements and facilitate the flow of immediate, accurate information when several reporters request information that the District cannot respond to on an individual basis. The General Manager will be responsible for scheduling any press conferences including District staff to be present.

APPROVED AS TO FORM:

Robert Schultz, Interim District Counsel