

CONTRACT REQUEST FORM (CRF)



A) New Agreement 700-18-007 (To be completed by CGL Office)

B) Division	Agreement Manager:	MS-	Phone
700 Siting Transmission Environmental Protection	Hilarie Anderson	16	916-651-0479

C) Contractor's Legal Name	Federal ID Number
Office of Planning and Research/Strategic Growth Council	68-0281364

D) Title of Project
Tribal Government Challenge

E) Term and Amount	Start Date	End Date	Amount
	06 / 30 / 2019	06 / 30 / 2022	\$ 2,350,000

F) Business Meeting Information

Operational agreement (see CAM Manual for list) to be approved by Executive Director

ARFVTP agreements \$75K and under delegated to Executive Director.

Proposed Business Meeting Date	06 / 12 / 2019	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Discussion
Business Meeting Presenter	Hilarie Anderson	Time Needed:	5 minutes

Please select one list serve. Select

Agenda Item Subject and Description

OFFICE OF PLANNING OF RESEARCH/STRATEGIC GROWTH COUNCIL. Proposed resolution approving Agreement 700-18-007 with the Office of Planning of Research/Strategic Growth Council (SGC) for a \$2,350,000 contract for the Tribal Government Challenge Program for tribal planning grants and a statewide gap analysis to determine tribal energy needs and gaps. (ARRA funding) Contact: Hilarie Anderson. (Staff presentation: 5 minutes)

G) California Environmental Quality Act (CEQA) Compliance

1. Is Agreement considered a "Project" under CEQA?
 Yes (skip to question 2) No (complete the following (PRC 21065 and 14 CCR 15378)):
 Explain why Agreement is not considered a "Project":
 Agreement will not cause direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment because the planning grants are for developing plans, policy, or regulation, preparing feasibility studies, and conducting energy efficiency audits. The statewide gap analysis intends to analyze tribal impacts and needs regarding energy and climate change.

2. If Agreement is considered a "Project" under CEQA:
 a) Agreement **IS** exempt. (Attach draft NOE)
 Statutory Exemption. List PRC and/or CCR section number: _____
 Categorical Exemption. List CCR section number: _____
 Common Sense Exemption. 14 CCR 15061 (b) (3)
 Explain reason why Agreement is exempt under the above section: _____

b) Agreement **IS NOT** exempt. (Consult with the legal office to determine next steps.)
 Check all that apply
 Initial Study Environmental Impact Report
 Negative Declaration Statement of Overriding Considerations
 Mitigated Negative Declaration

H) List all subcontractors (major and minor) and equipment vendors: (attach additional sheets as necessary)

Legal Company Name:	Budget	SB	MB	DVBE
TBD	\$ 250,000	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	\$ 0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	\$ 0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I) List all key partners: (attach additional sheets as necessary)

Legal Company Name:
 N/A

CONTRACT REQUEST FORM (CRF)

CEC-94 (Revised 03/2019)

CALIFORNIA ENERGY COMMISSION



J) Budget Information			
Funding Source	Funding Year of Appropriation	Budget List No.	Amount
Federal	18/19	901.003LA	\$2,350,000
Funding Source			\$
Funding Source			\$
Funding Source			\$
Funding Source			\$
R&D Program Area:	N/A	TOTAL:	\$2,350,000
Explanation for "Other" selection			
Reimbursement Contract #:		Federal Agreement #: TBD	

K) Contractor's Administrator/ Officer				Contractor's Project Manager			
Name:	Kevin Peth			Name:	Elizabeth Grassi		
Address:	1400 Tenth Street			Address:	1400 Tenth Street		
City, State, Zip:	Sacramento, CA 95814			City, State, Zip:	Sacramento, CA 95814		
Phone:	916-324-6665	Fax:	- -	Phone:	916-327-5362	Fax:	- -
E-Mail:	kevin.peth@sgc.ca.gov			E-Mail:	elizabeth.grassi@sgc.ca.gov		

L) Selection Process Used (For amendments, address amendment exemption or NCB, do not identify solicitation type of original agreement.)			
<input type="checkbox"/>	Solicitation	Select Type	Solicitation #: - - # of Bids: Low Bid? <input type="checkbox"/> No <input type="checkbox"/> Yes
<input type="checkbox"/>	Non Competitive Bid (Attach CEC 96)		
<input checked="" type="checkbox"/>	Exempt Interagency		

M) Contractor Entity Type	
<input type="checkbox"/>	Private Company (including non-profits)
<input checked="" type="checkbox"/>	CA State Agency (including UC and CSU)
<input type="checkbox"/>	Government Entity (i.e. city, county, federal government, air/water/school district, joint power authorities, university from another state)

N) Is Contractor a certified Small Business (SB), Micro Business (MB) or DVBE?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes
If yes, check appropriate box:		<input type="checkbox"/> SB	<input type="checkbox"/> MB <input type="checkbox"/> DVBE

O) Civil Service Considerations	
<input checked="" type="checkbox"/>	Not Applicable (Agreement is with a CA State Entity or a membership/co-sponsorship)
<input type="checkbox"/>	Public Resources Code 25620, et seq., authorizes the Commission to contract for the subject work. (PIER)
<input type="checkbox"/>	The Services Contracted:
<input type="checkbox"/>	are not available within civil service
<input type="checkbox"/>	cannot be performed satisfactorily by civil service employees
<input type="checkbox"/>	are of such a highly specialized or technical nature that the expert knowledge, expertise, and ability are not available through the civil service system.
<input type="checkbox"/>	The Services are of such an:
<input type="checkbox"/>	urgent
<input type="checkbox"/>	temporary, or
<input type="checkbox"/>	occasional nature
	that the delay to implement under civil service would frustrate their very purpose.
Justification:	

P) Payment Method				
<input type="checkbox"/>	A. Reimbursement in arrears based on:			
<input type="checkbox"/>	Itemized Monthly	<input type="checkbox"/> Itemized Quarterly	<input type="checkbox"/> Flat Rate	<input type="checkbox"/> One-time
<input type="checkbox"/>	B. Advanced Payment			
<input checked="" type="checkbox"/>	C. Other, explain: in arrears based on tasks in the scope of work			

Q) Retention	
1. Is Agreement subject to retention?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
If Yes, Will retention be released prior to Agreement termination?	<input type="checkbox"/> No <input type="checkbox"/> Yes

**R) Justification of Rates**

Of the \$2,350,000, 4.3% or \$100,000 will be allocated to administration of grants and gap analysis.

S) Disabled Veteran Business Enterprise Program (DVBE)

1. Exempt (Interagency/Other Government Entity)
2. Meets DVBE Requirements DVBE Amount:\$ 0 DVBE %: _____
 - Contractor is Certified DVBE
 - Contractor is Subcontracting with a DVBE: Name of DVBE Company
3. Contractor selected through CMAS or MSA with no DVBE participation.
4. Requesting DVBE Exemption (attach CEC 95)

T) Miscellaneous Agreement Information

1. Will there be Work Authorizations? No Yes
2. Is the Contractor providing confidential information? No Yes
3. Is the contractor going to purchase equipment? No Yes
4. Check frequency of progress reports
 - Monthly Quarterly Other: as specified in the scope of work.
5. Will a final report be required? No Yes
6. Is the Agreement, with amendments, longer than three years? If yes, why? No Yes

U) The following items should be attached to this CRF (as applicable)

- | | | |
|---|---|--|
| 1. Exhibit A, Scope of Work | <input type="checkbox"/> N/A | <input checked="" type="checkbox"/> Attached |
| 2. Exhibit B, Budget Detail | <input type="checkbox"/> N/A | <input checked="" type="checkbox"/> Attached |
| 3. CEC 96, NCB Request | <input checked="" type="checkbox"/> N/A | <input type="checkbox"/> Attached |
| 4. CEC 95, DVBE Exemption Request | <input checked="" type="checkbox"/> N/A | <input type="checkbox"/> Attached |
| 5. CEQA Documentation | <input checked="" type="checkbox"/> N/A | <input type="checkbox"/> Attached |
| 6. Resumes | <input checked="" type="checkbox"/> N/A | <input type="checkbox"/> Attached |
| 7. CEC 105, Questionnaire for Identifying Conflicts | <input checked="" type="checkbox"/> N/A | <input checked="" type="checkbox"/> Attached |

Agreement Manager

Date

Office Manager

Date

Deputy Director

Date

EXHIBIT A

Scope of Work

A. AUTHORITY

The California Energy Commission (“Energy Commission” or “CEC”) has legislative budget authority¹ to spend up to \$2.5 million annually of American Recovery and Reinvestment Act of 2009² (“ARRA”) funds on projects and programs related to the original ARRA guidelines. The Tribal Government Challenge aligns with the original ARRA guidelines for the Local Government Challenge. The Local Government Challenge will serve as the model for this Tribal Government Challenge (the “Challenge”).

B. BACKGROUND

California Native American tribes (“tribes”) play a vital role in helping meet state energy and climate targets and climate planning at the local level. As the federal government cuts tribal spending in the areas of energy efficiency improvements, renewable energy development, and climate change adaptation, the State of California can step in to assist tribes with this urgent need.

The California Strategic Growth Council (“Recipient”, “Council”, or “SGC”) is charged with encouraging the development of sustainable communities by identifying and reviewing state agency activities and funding programs that may be coordinated to, among other objectives, meet the goals of the California Global Warming Solutions Act of 2006 and the strategies and priorities developed in the Safeguarding California Plan. Additionally, the Council is responsible for managing a suite of award grants and loans to support the planning and development of sustainable communities. To date, the Council has awarded \$1 billion to support more sustainable communities distributed through five grant programs funded by Proposition 84 and the California Climate Investments initiative.

The Challenge will benefit from the Council’s experience in working with local communities, stakeholders and community based organizations to develop grant-making processes that are well-rounded, community focused, and concentrated on opportunities to support activities that advance the State’s climate goals. It is the intent of the parties that the Council and Energy Commission will work together to carry out the Challenge, with the Council administering it, and the Energy Commission providing a team to supply technical expertise for it.

Council staff, in partnership with the Energy Commission, will conduct a grant funding opportunity and award grants to tribal governments for planning activities related to energy efficiency improvements, renewable energy generation, and climate energy resiliency. A total of \$2,000,000 will be allocated to grants, with a minimum grant award anticipated to be \$150,000, and maximum grant award anticipated to be \$250,000. Approximately 13 grants will be awarded through this grant funding opportunity.

Council staff, in partnership with the Energy Commission, will also provide programmatic support to award a contract for a statewide gap analysis to understand the underlying issues related to tribes’ ability to adapt to climate change, and issues related to energy access, reliability, and sustainability. This contract will be for up to \$250,000. Any remaining funds after the Notice of Proposed Awards for the tribal grants is issued may be allocated to the statewide gap analysis.

¹Cal. Pub. Resources Code sections 25460 *et seq.*

² Pub. Law 111-5.

EXHIBIT A Scope of Work

This Interagency Agreement (“Agreement”) is for a total amount of \$2,350,000 and includes Energy Commission staff support to Recipient to help develop, administer, and implement the tribal grants and the statewide gap analysis contract. Services will include assistance with drafting the grant funding opportunity and the statewide gap analysis scopes, eligibility criteria, scoring criteria, scoring, awarding, and monitoring grants and gap analysis contract. This Agreement authorizes the Recipient to use up to \$100,000 for the Recipient’s administrative costs. This Agreement also tasks the Energy Commission with providing to the SGC access to a programmatic team to supply technical expertise for the Challenge. The Commission Agreement Manager will serve as the Energy Commission’s point of contract for Council staff. The Energy Commission plans for its programmatic team to provide a total of 0.75 full-time equivalent (FTE) over the course of this agreement. Should the Energy Commission or Council want their respective employees to physically work at the other party’s location, the two sides will work out such arrangements in the future.

C. GOALS AND OBJECTIVES

The Energy Commission will identify its Commission Agreement Manager (CAM) who will direct the tasks in this Scope of Work that the SGC will perform. The CAM will oversee the management and administration of the Agreement.

The Goals and Objectives of the Agreement are to:

- Improve planning and increase tribal energy efficiency improvements, renewable energy generation, and energy resiliency with a program that distributes planning grants to tribes.
- Improve the State’s understanding of the underlying issues related to tribes’ ability to adapt to climate change, including energy access, reliability, and sustainability through a statewide gap analysis.
- Share best practices with other tribal governments.
- Develop a closer working relationship between the Energy Commission and Council, especially developing the Council’s capacity to engage and collaborate with tribes.

D. SCOPE OF WORK

Task #	Task Name
1	Administration
1.1	Kick-off Meeting
1.2	Invoices
1.3	Program Meetings and Briefings
1.4	Final Meeting
2	Develop Tribal Government Challenge Program
2.1	Develop Tribal Grant Funding Opportunity
2.2	Develop Statewide Gap Analysis Solicitation
3	Administer Tribal Government Challenge Program
3.1	Administer Tribal Grant Funding Opportunity
3.2	Administer Statewide Gap Analysis Solicitation
4	Implement Tribal Government Challenge Program
4.1	Implement Tribal Grants
4.2	Implement Statewide Gap Analysis
5	Final Plans and Report
5.1	Final Plans for Grants
5.2	Final Statewide Gap Analysis

EXHIBIT A

Scope of Work

TASK 1 ADMINISTRATION

The goal of this task is to ensure that this Interagency Agreement is developed, administered, and implemented in accordance with the Energy Commission's Agreement rules and regulations.

Subtask 1.1 Kick-off Meeting

The goal of this subtask is to establish the lines of communication and procedures for implementing this Agreement. The CAM will designate the specific location, or host via Web-Ex or teleconference. The administrative and technical aspects of this Agreement will be discussed at the meeting.

The administrative portion of the meeting will include discussion of the following:

- CAM's expectations for accomplishing administrative tasks described in the scope of work.
- Terms and conditions of the Agreement.
- Administrative deliverables, including invoicing and reporting.
- Program meetings and briefings.
- Any other relevant topics.

The technical portion of the meeting will include discussion of the following:

- The CAM's expectations for accomplishing technical tasks described in the scope of work.
- Technical deliverables, including report format.
- Progress reports.
- Any other relevant topics.

Recipient shall:

- Attend the kick-off meeting with the CAM, the Commission Agreement Officer (CAO), and a representative of the Energy Commission Accounting Office; the Recipient shall bring its program staff, Senior Contracts Manager, Senior Administrator, and any others determined necessary by the Recipient or specifically requested by the CAM to this meeting.

Recipient Deliverables:

- None.

CAM shall:

- Arrange the meeting including scheduling the date, time, and location.
- Provide an agenda to all potential meeting participants prior to the kick-off meeting.

CAM Deliverables:

- Agenda
- Templates, as needed

EXHIBIT A

Scope of Work

Subtask 1.2 Invoices

The goal of this subtask is to ensure that the invoices contain all required information and are submitted in the appropriate format. The Energy Commission will advance funds or make progress payments to the Recipient. The Recipient will make progress payments to grant and contract subrecipients. Unless otherwise instructed by the Commission Agreement Manager in writing, the Recipient will pay subrecipient invoices in advance of invoicing the Energy Commission.

Recipient shall:

- Prepare invoices for grant program, statewide gap analysis, and Recipient administrative costs under this Agreement. Invoices must only be for activities in compliance with Exhibit B and the Terms and Conditions of the Agreement. Invoices must be in the correct format as provided by the CAM.
- Make progress payments to grant and contract subrecipients in compliance with Exhibit B and the Terms and Conditions of the Agreement.
- Ensure all invoices comply with the Agreement terms, which includes for the gap analysis contract meeting the timeframes under the Prompt Payment Act (California Government Code, section 927 et seq.).

Recipient Deliverables:

- Recipient invoices to the Energy Commission not more than monthly for grant and gap analysis subrecipients progress payments and Recipient administrative payments.
- Subrecipient payment/invoice tracking

CAM shall:

- Review and approve Recipient invoices.
- Provide an invoice template for Recipient and subrecipients.

CAM Deliverables:

- Invoice Template for Recipient and subrecipients

Subtask 1.3 Meetings between Recipient and the Energy Commission

The goal of this subtask is to have regular meetings between the Energy Commission and Recipient during this Agreement. As determined by the CAM, discussions may include sharing ideas, Agreement status, challenges, successes, findings, deliverables, expectations, processes, and recommendations. Participants will usually include the CAM and the Recipient, and may include the CAO and any other individuals selected by the CAM to provide support to the Energy Commission.

Recipient shall:

- Participate in meetings in person, via WebEx, or conference call, as requested by the CAM, at least every two weeks until the Recipient has executed the tribal grant agreements and the statewide gap analysis contract, after which meetings shall occur at least monthly, but no less than quarterly, until the end of the Agreement.
- Submit responses to E-mail or other written communication requests regarding Agreement status and issues, as requested by the CAM.

Recipient Deliverables:

EXHIBIT A

Scope of Work

- Email responses or other written communication, as requested by CAM.

CAM shall:

- Schedule the meetings under this subtask or notify Recipient that no meeting is needed for a particular timeframe.
- Decide, within the CAM's sole discretion, whether to provide an agenda for each meeting.

CAM Deliverables:

- Meeting invitations (anticipated to be electronic) or notification that a meeting is not needed for a particular timeframe.
- Meeting agendas, if desired by the CAM.

Subtask 1.4 Progress Reports

The goal of this subtask is to periodically verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement on time and for the SGC, planning grant awardees, and gap analysis subrecipient to provide information the Energy Commission needs to comply with the federal ARRA reporting requirements.

The objectives of this task are to summarize activities performed during the reporting period, to identify activities planned for the next reporting period, and to identify issues that may affect performance.

CAM shall:

- Assist Recipient with finding ARRA reporting requirements in the terms and conditions of this Agreement.

Recipient shall:

- Prepare and submit to the CAM a Progress Report with each invoice for progress payment, which summarizes all Agreement activities and expenditures of the Recipient and those planning grant and gap analysis activities and expenditures for the reporting period reported to Recipient.
- Work with the CAM to obtain information the Commission needs to submit to the federal government if different than what the Recipient provides in the preceding bullet.

Recipient Deliverables:

- Prepare, and submit to CAM, Progress Reports with each invoice submitted for progress payment that summarize all Agreement activities and expenditures of the Recipient, planning grant awardees, and gap analysis contractor, for the reporting period.
- Any other information mutually agreed upon between the Council and Energy Commission for the Energy Commission's federal reporting requirements.

CAM Deliverables:

EXHIBIT A

Scope of Work

- If needed, further information than in this Agreement's terms to the Recipient about the Commission's federal reporting requirements.

Subtask 1.5 Final Meeting

The goal of this subtask is to discuss closeout of this Agreement and review program results. The meeting will be held in Sacramento and the CAM will designate the specific location, or via Web-Ex or teleconference. The administrative and technical aspects of Agreement closeout will be discussed at this meeting.

Recipient shall:

- In conjunction with the CAM, determine who from SGC will attend a final meeting established by the CAM.

Recipient Deliverables:

- Any final deliverable described in any Task that has not been submitted to the CAM before the final meeting.

CAM shall:

- In conjunction with Recipient, determine who needs to attend the final meeting, notify attendees, and convene the meeting.
- Develop and distribute agenda before the meeting.
- Develop meeting notes, and submit meeting notes to participants for review and approval.

CAM Deliverables:

- Meeting agenda.
- Meeting notes.

Subtask 1.6 Deliverables

The goal of this subtask is to establish the requirements for submitting project deliverables. Unless otherwise specified by the Commission Agreement Manager (CAM), the Recipient must deliver deliverables as required below. Deliverables that require a draft version are indicated by marking "(Draft and Final)" after the deliverable name in the "Deliverable" section of the task/subtask in this Scope of Work. If "(Draft and Final)" does not appear after the deliverable name, only a final version of the deliverable is required.

Recipient shall:

For deliverables that require a draft version:

- Submit all draft deliverables to the CAM for review and comment. The CAM will provide written comments to the Recipient on the draft deliverable within 15 working days of receipt, unless otherwise specified in the task/subtask for which the deliverable is required.
- Incorporate all CAM comments into the final deliverable. If the Recipient disagrees with any comment, provide a written response explaining why.
- Submit the revised deliverable and responses to comments within 10 working days of notice by the CAM, unless the CAM specifies a longer time period, or approves a request for additional time.

EXHIBIT A

Scope of Work

For deliverables that require a final version only:

- Submit the deliverable to the CAM for acceptance. The CAM may require necessary minor revisions or explanations prior to acceptance.

For all deliverables:

- Submit useful information and practices that have been developed and/or implemented through the grants, measured through summaries from a template provided to grantees to complete, or use the ICARP submission form. Information may include checklists and narratives on items like Locally-Driven Solutions, Local/Regional Connections, Collaboration for Action, Effective Community Engagement. The purpose of this is to provide information in a manner that other tribal communities can use.
- Submit the Statewide Gap Analysis following the requirements in the California Energy Commission *Staff Report Style Manual: Third Edition (2015)*.
- Submit all deliverables under this Agreement in an electronic file format that is editable and compatible with the Energy Commission's software and Microsoft (MS)-operating computing platforms, or with any other format approved by the CAM.
- Text documents should be in PDF or MS Word file format (version 2007 or later) and data sets will be in MS Access or MS Excel file format (version 2007 or later), or any other format approved by the CAM.

TASK 2 DEVELOP TRIBAL GOVERNMENT CHALLENGE PROGRAM

The goal of this task is to plan for and develop the Tribal Government Challenge Program.

Subtask 2.1 Develop Tribal Grant Funding Opportunity

The goal of this subtask is to develop a grant funding opportunity to stimulate tribes' planning for energy efficiency improvements, renewable energy development, and climate change adaptation. Recipient will consider input from the Energy Commission and other stakeholders when developing the program. Public workshops will help to provide stakeholders with the proposed program framework and criteria, and to solicit input to that proposed framework.

Recipient shall:

- In coordination with the Energy Commission, develop the framework and grant funding opportunity (solicitation) for grants. Recipient shall be the lead party responsible for developing the following components:
 - Develop the post-award implementation, engagement, and monitoring framework
- Participate in public workshops, if any, hosted by the Energy Commission to discuss the grant funding opportunity.
- Issue the competitive grant solicitation after approval in writing by Commission personnel and informing members of the Council.

Recipient Deliverables:

- The post-award implementation, engagement, and monitoring framework (Draft and Final)
- Recipient's public workshop(s) presentation material. (Draft and Final)

CAM shall:

EXHIBIT A

Scope of Work

- Assist the Recipient develop the framework and grant funding opportunity (solicitation) for grants. The Energy Commission shall be the lead party responsible for developing the following components:
 - Determine the Challenge's priorities, project type eligibility requirements, thresholds, scoring criteria and priorities for awarding funds.
 - Request, to the extent necessary, input from tribes about the purpose, expectations, and processes for implementing the program.
 - Create the process for publicizing the program to California tribes, consulting, to the extent necessary, with other state agencies to streamline this funding opportunity with processes and practices that are familiar to tribes.
 - Answering technical questions submitted by potential applicants to the solicitation (with the Council handling administrative questions).
 -
- Host and participate in public workshops, if any, to discuss the grant funding opportunity.

CAM Deliverables:

- Grant program framework including, but not limited to, grant proposal scope, eligibility criteria, and scoring criteria.
- Appropriate items as necessary to request tribal input, publicize the solicitation, answer technical questions from potential applicants, and host workshops.

Subtask 2.2 Develop a Mechanism for Contracting with a Third Party to Conduct a Statewide Gap Analysis for Climate Change Adaptation on Tribal Lands

The goal of this subtask is to develop a statewide gap analysis solicitation to analyze the underlying issues related to tribes' ability to adapt to climate change and their issues related to energy access, reliability, and sustainability. Recipient will consider input from the Energy Commission and other stakeholders when developing the statewide gap analysis. Public workshops will be held to provide stakeholders with the proposed analysis framework and criteria, and to solicit input to that proposed framework.

Recipient shall:

- In coordination with the Energy Commission and in consultation with ICARP, CNRA, APG, and California Climate Assessment staff, develop the framework including priorities, metrics and data standards required for conducting the statewide gap analysis.
- Create a scope of work and other documents needed for producing a contracting instrument.
- Determine a process for measuring progress of the analysis, through metrics, benchmarks and or milestones that must be achieved
- Participate in public workshops to discuss the statewide gap analysis framework.
- Issue a competitive contract solicitation or develop an appropriate non-competitive contract (e.g., agreement with another government entity) after approval in writing by Commission personnel.

Recipient Deliverables:

- Statewide gap analysis framework including, but not limited to, analysis scope, eligibility criteria, and scoring criteria. (Draft and Final)
- Public workshop(s) presentation material. (Draft and Final)

EXHIBIT A

Scope of Work

CAM shall:

- Assist the Recipient develop the framework and statewide gap analysis solicitation.
- Participate in public workshops to discuss the statewide gap analysis solicitation.

TASK 3 ADMINISTER TRIBAL GOVERNMENT CHALLENGE PROGRAM

The goal of this task is to conduct a grant funding opportunity for planning grants and enter into a contract for a statewide gap analysis.

Subtask 3.1 Administer Tribal Grant Funding Opportunity

Conduct a grant funding opportunity, including screening proposals for eligibility and completeness, construct and facilitate the proposal evaluation and selection processes, submit recommendations for funding proposals, announce the distribution of grant awards, and enter into grant agreements with grant awardees.

Recipient shall:

- Administer the grant funding opportunity (solicitation) process.
- Recommend proposals for funding.
- Approve awards, but only after approval in writing by Commission personnel and informing members of the Council.
- Enter into grant agreements with grant awardees that meet all Agreement requirements, including U.S. DOE required flow-down terms as indicated in the terms.
- Debrief unsuccessful applicants, when requested within 30 days of the award announcement.

Recipient Deliverables:

- Grant funding opportunity (solicitation). (Draft and Final)
- Application submission tool
- Notice of Proposed Awards.
- Grant agreements. (Draft and Final)
- Debriefing meeting notes, if requested.

CAM shall:

- Assist the Recipient in administering the grant funding opportunity (solicitation).
- Assist in the scoring of proposals.
- Assist in debriefing unsuccessful applicants, if requested.

Subtask 3.2 Execute and Administer Contracting for Completing a Statewide Gap Analysis of Climate Change Adaptation on Tribal Lands

The goal of this subtask is to contract with a third party vendor through a competitive process or appropriate non-competitive process (e.g., agreement with another government entity). an interagency agreement with researchers in the University of California or the California State University System. If used, the Recipient's competitive contract process will seek at least 3 bids from responsible bidders per State Contract Manual Volume 1, section 3.06, and will otherwise comply with state contracting requirements.

Recipient shall:

EXHIBIT A Scope of Work

- Determine a mechanism for distributing funding.
- Conduct the competitive solicitation, if required.
- Recommend contract for funding.
- Approve contract, but only after approval in writing by the Commission personnel.
- Enter into contract with subrecipient that meets all Agreement requirements, including U.S. DOE required flow-down terms as indicated in the terms.
- Debrief unsuccessful applicants, if requested.

Recipient Deliverables:

- Competitive solicitation, if required. (Draft and Final)
- Notice of Proposed Award, if required.
- Contractor agreement. (Draft and Final)
- Debriefing meeting notes, if requested.

CAM shall:

- Assist the Recipient in conducting competitive solicitation or establishing an appropriate non-competitive contract.
- Assist in the scoring of proposals, if required.
- Assist in debriefing unsuccessful applicants, if requested.

TASK 4 MANAGE AND MONITOR TRIBAL GOVERNMENT CHALLENGE PROGRAM

The goal of this task is for the Council and Energy Commission to coordinate to implement, manage, and monitor individual grant awardees and subrecipient for the Statewide Gap Analysis. If necessary, this might include conducting in-person site visits, conference calls, or WebEx meetings. In general, Recipient will monitor task completion and budgeting and other administrative activities, and the Energy Commission will monitor the quality of work and technical sufficiency of the deliverables.

Subtask 4.1 Manage and Monitor Tribal Grants

The goal of this subtask is ensure that the Energy Commission and Council provide support and guidance to grant awardees in generating their plans.

The Energy Commission and Recipient will collaborate on managing the tribal grants with the following division of duties:

1. The Recipient shall serve as the point of contact for tribal grant awardees, and the Commission Agreement Manager will serve as the single point of contact for the Recipient should it have questions.
2. Tribal grant awardees will send deliverables identified in their grant agreements (e.g., progress reports and plans) to the Recipient. The Recipient will send these deliverables to the Energy Commission. The Recipient and Energy Commission will work together to establish a process for each party's respective reviews and the timing of such. In general, the Recipient will review for administrative issues, and the Energy Commission will review for technical issues.
3. Unless otherwise instructed by the Commission Agreement Manager in writing, Recipient will review, approve, and pay grantee invoices for grant products before submitting an invoice to the Energy Commission for payment.

EXHIBIT A

Scope of Work

4. Energy Commission will review and approve Recipient invoices according to Subtask 1.2 of this Agreement.

Recipient shall:

- All communication with grantees about a funded project should go through Recipient. The Energy Commission will be informed only in cases when the Recipient deems it useful to come to resolution. The Recipient will make final decisions related to the progress of a grant except in the following cases, where the Energy Commission will be required to provide approval:
 - Scope of work changes that involve changing a project task or not completing a task.
 - Budget change equaling transferring ten percent or more of awarded funding between budget categories.
- Monitor the timing and budget activities of grantees through progress reports, and provide meaningful feedback to the grantees after key milestones at predetermined points in the project schedule. Recipient will collaborate with CAM to monitor the grants' quality and technical sufficiency.
- Review and pay progress payments to grantees.

Recipient Deliverables:

- Report issues to CAM that require Energy Commission approval.
- Progress payment invoices.
- Progress payments and deliverables tracking.

CAM shall:

- Respond in writing to any complaint, problem, or issue reported by Recipient.
- Forward any grantee request for guidance or project changes to the SGC for consideration and determination.
- Include a representative of the SGC in all communications with grantees that involves the grant project.
- Review progress reports and other submitted information, and if desired schedule interactions with the grantees, to monitor quality and sufficiency of grant projects.
- Share those resources and guidance with Recipient that will improve project outcomes and help develop the Council's capacity to engage and collaborate with tribes in future grant programs.
- Coordinate the review and approval of progress payments to Recipient.
- Review progress payment tracking for all grants.

CAM Deliverables:

- Written responses to any complaints, problems, or issues.
- Invoice approvals.

Subtask 4.2 Manage and Monitor Statewide Gap Analysis

The goal of this subtask is support the analysis and documentation of the gaps that exist for tribes to have energy access, reliability, and sustainability.

The Energy Commission and Recipient will collaborate on managing the statewide gap analysis with the following division of duties:

EXHIBIT A

Scope of Work

1. The Recipient shall serve as the point of contact for statewide gap analysis subrecipient.
2. Statewide gap analysis subrecipient will send the deliverables identified in its agreement (e.g., draft report(s) and final report) to the Recipient. The Recipient will send all deliverables of the gap analysis subrecipient including the gap analysis report to the Energy Commission. The Recipient and Energy Commission will work together to establish a process for each party's respective reviews and the timing of such. In general, the Recipient will review for administrative issues, and the Energy Commission will review for technical issues.
3. Unless otherwise instructed by the Commission Agreement Manager in writing, Recipient will review, approve, and pay subrecipient invoices for gap analysis before submitting an invoice to the Energy Commission for payment.
4. Energy Commission will review and approve Recipient invoices according to Subtask 1.2 of this Agreement.

Recipient shall:

- All communication with the subrecipient should go through Recipient. The Energy Commission will be informed only in cases when the Recipient deems it useful to come to resolution. The Recipient will make final decisions related to the progress of the statewide gap analysis except in the following cases, where the Energy Commission will be required to provide approval:
 - Scope of work changes that involve changing a project task or not completing a task.
 - Budget change equaling transferring ten percent or more of funding between budget categories.
- Monitor the timing and budget activities of the subrecipient through progress reports, and provide meaningful feedback to the subrecipient after key milestones at predetermined points in the project schedule. Recipient will collaborate with CAM to monitor the statewide gap analysis quality and technical sufficiency.
- Review and pay progress payments to subrecipient.

Recipient Deliverables:

- Report issues to CAM that require Energy Commission approval.
- Progress payment invoices.
- Progress payments and deliverables tracking.

CAM shall:

- Respond in writing to any complaint, problem, or issue reported by Recipient.
- Assist Recipient in the monitoring of activities of subrecipient, and provide meaningful feedback to subrecipient after key milestones at predetermined points in the project schedule.
- Review and approve progress payments to Recipient.
- Include a representative of the SGC in all communications with the subrecipient that involves the statewide gap analysis
- Review progress payment tracking for the gap analysis contract.

CAM Deliverables:

- Written responses to any complaints, problems, or issues.

EXHIBIT A

Scope of Work

- Meaningful feedback to Recipient and subrecipient after key milestones at predetermined points in the project schedule.
- Invoice approvals.

TASK 5 FINAL PLANS AND REPORT

The goal of this task is to collect final deliverables, back-up data, and feedback from Recipient and subrecipients, and summarize the type of information and data received to suggest how other efforts might utilize this body of work to advance the State's climate goals (e.g., 5th Assessment, Safeguarding California Plan, and CalEPA tribal advisory committees).

Subtask 5.1 Final Plans for Grants

- The goal of this subtask is for subrecipients to submit the following final deliverables at the conclusion of the grant: (1) a completed plan, and (2) the Strategic Growth Council's "iCARP" fact sheet (template to be provided) and any other SGC form to capture and share key concepts and indicators that led to project success to the ICARP Clearinghouse.

Recipient shall:

- Review all project deliverables, including any back-up data or information used in creating the planning document.

Recipient Deliverables:

- All project deliverables identified in grant award agreements.

CAM shall:

- Coordinate the Commission's assistance in reviewing the project deliverables identified in grant award agreements.

Subtask 5.2 Final Statewide Gap Analysis

The goal of this subtask is for subrecipient to submit the final statewide gap analysis developed under the contract to the Recipient, including any back-up data or information collected in the process. Subrecipient shall also submit the Strategic Growth Council's "iCARP" fact sheet (template to be provided).

Recipient shall:

- Review final statewide gap analysis developed under the contract, including any back-up data or information used in the creating of the analysis.
- Review iCARP fact sheet.

Recipient Deliverables:

- Final statewide gap analysis, including any back-up data or information. (Draft and Final)
- iCARP fact sheet. (Draft and Final).

CAM shall:

- Assist in the review of the final statewide gap analysis and iCARP fact sheet developed under the contract, including any back-up data or information.

STATE OF CALIFORNIA

STATE ENERGY RESOURCES
CONSERVATION AND DEVELOPMENT COMMISSION

RESOLUTION - RE: OFFICE OF PLANNING AND RESEARCH/STRATEGIC
GROWTH COUNCIL

RESOLVED, that the State Energy Resources Conservation and Development Commission (Energy Commission) adopts the staff CEQA findings contained in the Agreement or Amendment Request Form (as applicable); and

RESOLVED, that the Energy Commission approves Agreement 700-18-007 with the Office of Planning and Research/Strategic Growth Council for a \$2,350,000 Interagency Agreement to implement the Tribal Government Challenge Program for tribal planning grants and a statewide gap analysis to determine tribal energy needs and gaps; and

FURTHER BE IT RESOLVED, that the Executive Director or his/her designee shall execute the same on behalf of the Energy Commission.

CERTIFICATION

The undersigned Secretariat to the Commission does hereby certify that the foregoing is a full, true, and correct copy of a Resolution duly and regularly adopted at a meeting of the California Energy Commission held on June 12, 2019.

AYE: [List of Commissioners]

NAY: [List of Commissioners]

ABSENT: [List of Commissioners]

ABSTAIN: [List of Commissioners]

Cody Goldthrite,
Secretariat