



CITY COUNCIL

AGENDA REPORT

To: Mayor and City Council

From: City Manager

Meeting Date: May 10, 2022

Subject: HISTORIC WHITTIER BOULEVARD REVITALIZATION PROGRAM – PROFESSIONAL SERVICES AGREEMENT WITH CIVICWELL FOR PROGRAM MANAGEMENT SUPPORT SERVICES

Recommendation:

1. Authorize the City Manager to enter into a Professional Services Agreement with CivicWell for an amount not-to-exceed \$175,000 to provide professional program management support, project coordination, community outreach, engagement, and communication services for the Historic Whittier Boulevard Revitalization Program.

Fiscal Impact:

No additional appropriations are required. The amended fiscal year (FY) 2022-23 Budget reflects a Caltrans grant award in the amount of \$332,000 (Account No. 699.11.1110-54500-NonCIP.4687) plus an appropriation of \$25,015 (Account No. 207.20.11.1110-54500-NonCIP.4687) in local Measure R matching funds and an FY 2020-21 General Fund Year-End Surplus Allocation in the amount of \$450,000 toward the Historic Whittier Boulevard Specific Plan. The Caltrans grant will cover \$92,743 of this total cost, while the specific plan allocation will cover the remainder of \$82,257.

Background:

After in-depth analysis, community engagement, and guidance from Council through the Ad-Hoc Economic Development Committee, the corridor revitalization program was born as a meaningful approach to stimulate new, smart growth and community development. Five (5) major corridors – two (2) rivers and three (3) commercial corridors - were identified as high priority based on their ability to build on and leverage existing efforts and resources; compete for regional, State, and federal funding opportunities; and to drive long-term positive change. Building on these criteria, Whittier Boulevard was also determined to offer the greatest potential for revitalization, given the strong cultural and historical significance within the region.

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Staff developed the Historic Whittier Boulevard Revitalization Program as a comprehensive approach to strategically align policies, projects, and investment priorities, and to position the City to capitalize on a wide range of forthcoming public and private funding opportunities.

From the inception of the Program in mid-2021, the City has successfully secured multiple competitive grants and private investments dedicated to Whittier Boulevard:

- In June 2021, the City was awarded a \$322,000 grant from the Caltrans Sustainable Transportation Planning Grant Program to develop a multi-modal transportation plan and a streetscape design manual (multi-modal streetscape plan) on Whittier Boulevard.
- In October 2021, the City secured a \$100,000 commitment to establish a business improvement district.
- In November 2021, Pico Rivera crafted a 6-city route and helped secure a \$500,000 LA Metro grant to host the Eastside Open Streets Festival along Whittier Boulevard.
- In February 2022, Pico Rivera received a \$1 million acquisition-only grant from Los Angeles County to purchase and transform the former Montebello Bus Depot into an innovative neighborhood park.
- In March of 2022, the City was awarded two major grants for a total of \$4.2 million from the Caltrans Clean California Grant Program to install native, drought resistant landscaping and beautify major corridors, including Whittier Boulevard.
- In March 2022, the City secured \$244,100 from the Rivers and Mountains Conservancy (RMC) for a dedicated bicycle and pedestrian bridge adjacent to Whittier Boulevard.

The City is also awaiting a decision (May 2022) on a \$143,100 grant with the RMC to finalize designs for a multi-use trail that would connect the San Gabriel River bikeway with the Pio Pico State Historic Park. In February 2022, the City executed a \$30 million enterprise agreement to install a 10G fiber-optic broadband network and listed Whittier Boulevard as a high priority.

The City has also demonstrated a firm commitment to the Program by appropriating funds through the annual budgetary process. The City proposed Five-Year Capital Improvement Program (CIP) includes a proposal to fund \$300,000 each year for the next five (5) years to enhance and redesign bus stops and shelters in the city with an emphasis on Whittier Boulevard. Similarly, the City is aiming to launch an urban street art program targeting electrical boxes on the sidewalks. In April 2022, the city appropriated \$450,000 to develop a comprehensive Specific Plan for Whittier Boulevard and Durfee Avenue to officially formalize the vision for revitalizing the Historic Whittier Boulevard in Pico Rivera. Most recently, the City closed escrow on a strategically located property in the heart of the “uptown” district and will soon explore new, catalytic development opportunities. These projects collectively make up the comprehensive Historic Whittier Boulevard Revitalization

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Program.

As described above, each respective project has different funding sources and therefore have individual timelines, deliverables, reporting and other administrative tasks. Additional complexities arise when attempting to align communication, outreach, and engagement efforts; building project-to-project synergy; coordinating technical design, planning, and evaluation efforts; managing day-to-day activities; synchronizing with third party agencies, partners, and jurisdictional authorities; contract performance monitoring and reporting; and much more. Programmatic management and coordination support services are needed to actively advance these projects without exhausting internal staff capacity, which is otherwise dedicated to further developing and growing the overarching Historic Whittier Boulevard Revitalization Program.

Discussion:

The California Department of Transportation (Caltrans) issued a competitive call for grant proposals for their FY 21-22 Sustainable Transportation Planning Grant Program in February 2021. A statewide total of 169 grant applications were received, with requests totaling nearly \$55 million. A total of 59 applications were selected for the award representing a total of \$21.5 million. Only five (5) applicants in Caltrans District 7 were awarded a grant. The City of Pico Rivera was awarded \$322,000 for the Historic Whittier Boulevard Multi-Modal Revitalization Plan (multi-modal plan & streetscape design manual). The other awardees included LA Metro, the City of Los Angeles, Culver City, and the City of Covina.

To advance State-level goals regarding strong community participation and develop a community-oriented final product, the grant program guidelines and scoring criteria offered favorable points to city applicants that incorporate non-profit organizations as formal sub-applicants and official project partners. As a result, the city partnered with CivicWell (formerly the Local Government Commission) as the official sub-applicant to provide program management and project coordination services. To further strengthen the application, CivicWell has committed to sub-contracting a local non-profit organization to support community outreach, engagement, and communication efforts. CivicWell will be responsible for sub-contracting their services based on a mutually agreeable scope of work. On August 10, 2021, the City Council approved Resolution No. 7146, which memorialized the project itself, the management approach, and authorized the City Manager to execute a Restricted Grant Agreement with Caltrans.

Upon securing this grant, city staff acted quickly and successfully leveraged this award to secure additional funding dedicated to Whittier Boulevard. As such, the Program grew, thereby requiring additional support for project management and coordination, and communication and community engagement services. Building on the scope of work in the Caltrans grant, staff is now proposing to augment the scope of work for CivicWell to help

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manage and coordinate across multiple projects and to develop and implement an overarching communications plan for the full Historic Whittier Boulevard Revitalization Program, which currently includes the following projects:

- Whittier Boulevard Specific Plan
- The Multi-Modal Plan & Streetscape Design Manual
- Eastside Open Streets Festival
- Business Improvement District
- Bus Shelter Redesign
- Electrical Box Mural Program
- Fiestas Patrias 5k & Street Fest
- Trail Connection to Pio Pico State Historic Park
- The Parsons Active Depot – The PAD
- The Pavement Overlay Project
- The Median Beautification Project

The Whittier Boulevard Specific Plan will undertake an ambitious two-year planning effort to develop a comprehensive vision, goals, objectives, and guiding policies that will inform, but not be limited to the following major chapters of the plan:

- Land Use, Zoning & Housing
- Infrastructure Needs
- Economic Development & Special Districts
- Value Capture, Finance & Investment Mechanisms
- Parks, Open & Recreation Space
- Multimodal Transportation & Circulation
- Community Design Manual
- Environmental Justice & Climate Resilience

As part of their scope of work, CivicWell will support in crafting a request for proposals to solicit, evaluate, select, and help manage a professional team of technical consultants that will ultimately be responsible for developing the final Specific Plan for Whittier Boulevard. The Caltrans funded Multi-Modal Streetscape Plan will essentially serve as the Transportation & Circulation and Community Design chapters of the Specific Plan. As a result, close coordination is required to ensure consistent messaging, timely submission of deliverables, and contractual performance monitoring and reporting. The Caltrans grant will cover 53% (\$92,743) while the Specific Plan allocation will cover 47% (\$82,257) of the not-to-exceed cost of \$175,000 for comprehensive program management, project coordination, and communication services.

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Conclusion:

Staff recommends approving the Professional Services Agreement with CivicWell to provide program management support, project coordination services, and outreach and engagement assistance for the Historic Whittier Boulevard Revitalization Program.

Steve Carmona

SC:AG:JH:smc

Enclosure: 1) Professional Service Agreement

AGREEMENT NO. _____
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PICO RIVERA AND
CIVICWELL

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Pico Rivera, a California municipal corporation ("City") and CivicWell, a California-based 501(c)3 non-profit organization, ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

2. RECITALS

2.1 City has determined that it requires professional services from a consultant to provide professional program management support, project coordination, and community outreach, engagement, and communication services for the Historic Whittier Boulevard Revitalization Program.

2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the performance by the Parties of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

3. DEFINITIONS

3.1 "Scope of Services": Such professional services as are set forth in the Consultant's April 25, 2022, proposal to City attached hereto as Exhibit "A" and incorporated herein by this reference.

3.2 "Approved Fee Schedule": Such compensation rates as are set forth in the Consultant's INSERT PROPOSAL DATE proposal to City attached hereto as Exhibit "B."

3.3 "Commencement Date": May 10, 2022

3.4 "Expiration Date": June 30, 2024

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the Parties or terminated in accordance with Section 22 below.

5. CONSULTANT'S SERVICES

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of **One Hundred and Seventy-Five Thousand Dollars (\$175,000.00)** unless specifically approved in advance, in writing, by City.

5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City.

6. COMPENSATION

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Fees for such additional services shall be paid within sixty (60) days of the date Consultant issues an invoice to City for such services.

7. BUSINESS LICENSE

Consultant shall obtain a City business license prior to commencing performance under this Agreement.

8. COMPLIANCE WITH LAWS

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified and registered to do business in the State of California pursuant to sections 2105 and 17708.02 of the California Corporations Code. The City, its officers and employees

shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

9. CONFLICT OF INTEREST

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both: (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing prior to Consultant's performance of such work.

10. PERSONNEL

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises. Cayla McDonnell-Encina shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

11. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products") developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant. If any state, federal, or local law requires mandatory copyright protection for Consultant's work product, City shall comply with such laws to the extent feasible.

12. INDEPENDENT CONTRACTOR

12.1 Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not at

any time represent that it is, or that any of its agents or employees are, in any manner employees of City.

12.2 The Parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship, joint-employer relationship, or any other relationship between Consultant or Consultant's employees except as set forth in this Agreement.

12.3 City shall have no direct or indirect control over Consultant's employees or sub-consultants with respect to wages, hours, and working conditions. In addition, City shall not deduct from the Compensation paid to Consultant any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to Consultant, Consultant's employees or subconsultants. City shall have no responsibility to provide Consultant, its employees or subconsultants with workers' compensation insurance or any other insurance.

12.4 The Parties further acknowledges the following: (i) that Consultant shall provide the services outlined in the Scope of Services directly to City; (ii) Consultant maintains a business location at the address listed under Section 20 that is separate and distinct from the City; (iii) Consultant contracts with other businesses to provide the same or similar services and maintains a clientele without restriction from the City; (iv) Consultant advertises and holds itself out to the public as available to provide the same or similar services; (v) unless otherwise specified in this Agreement, Consultant provides its own tools, vehicles, and equipment necessary for performing the Scope of Services; (vi) Consultant has proposed and negotiated its own rates; and (vii) consistent with the nature and demands of the project and the City's business hours, Consultant may set its own hours and location of work.

13. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.

14. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES

No official or employee of the City shall be personally liable to Consultant in the event of any default or breach by City, or for any amount which may become due to Consultant.

15. INDEMNIFICATION

15.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

15.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subconsultants in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice and expert witness fees and consultant fees. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

15.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 15 or related to Consultant's failure to either: (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

15.4 The obligations of Consultant under this Section 15 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

15.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 15 from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the

performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subconsultants or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice and expert witness fees and consultant fees.

15.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

15.7 PERS ELIGIBILITY INDEMNITY. In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

16. INSURANCE

16.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

16.1.1 Comprehensive general liability, and Umbrella or Excess Liability Insurance covering all operations by or on behalf of Consultant providing insurance for bodily injury liability and property damage liability for the following and including coverage for:

16.1.1.1 Premises, operations, and mobile equipment

16.1.1.2 Products and completed operations

16.1.1.3 Broad form property damage (including completed operations)

16.1.1.4 Explosion, collapse, and underground hazards

16.1.1.5 Personal Injury

16.1.1.6 Contractual liability

in the amount of One Million Dollars (\$1,000,000) per occurrence combined single limit; Two Million Dollars (\$2,000,000) aggregate for products/completed operation; Two Million Dollars (\$2,000,000) general aggregate (General aggregate must apply separately to Consultant's work under this Agreement.); and Two Million Dollars (\$2,000,000) umbrella or excess liability.

16.1.2 Automobile Liability Insurance for owned, hired and non-owned vehicles utilized by Consultant, its employees or subconsultants, in the amount of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

16.1.3 Worker's Compensation Insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

16.1.4 Professional Liability Insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence of claim/ Two Million Dollars (\$2,000,000) in the aggregate.

16.2 Consultant shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

16.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

16.4 Consultant agrees that if it does not keep the aforesaid insurance in full

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CIVICWELL

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force and effect City may either: (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

16.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

16.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall provide such proof to City at least two weeks prior to the expiration of the coverages.

16.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

16.8 The general liability and automobile policies of insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

16.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

16.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

16.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 15 of this Agreement.

16.12 If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to

the City.

17. MUTUAL COOPERATION

17.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available to City for the proper performance of Consultant's services under this Agreement.

17.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

18. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

19. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

20. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile, email, or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).

If to City:

Steve Carmona, City Manager
City of Pico Rivera
PO Box 1016
6615 Passons Blvd.
Pico Rivera, California 90660-1016
Email: scarmona@pico-rivera.org

If to Consultant:

Kathy Chow, Interim CEO
CivicWell
980 9th St. #1700
Sacramento, CA 95814

With a copy to:

Email: financedepartment@pico-rivera.org

With a courtesy copy to:

Arnold M. Alvarez-Glasman, City Attorney
13181 Crossroads Parkway North
Suite 400 - West Tower
City of Industry, CA 91746
Facsimile: (562) 692-2244

21. SURVIVING COVENANTS

The Parties agree that the covenants contained in Sections 13, 15 and Paragraph 17.2 of Section 17, of this Agreement shall survive the expiration or termination of this Agreement.

22. TERMINATION

22.1. City shall have the right to terminate this Agreement for any reason on five (5) calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days' written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered, as solely determined by the City, prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

22.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed, as solely determined by the City, at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

23. ASSIGNMENT

Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any Party other than Consultant.

24. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

24.1 In the performance of this Agreement, Consultant shall not discriminate against any employee, subconsultant, or employment applicant because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subconsultants, employees, and employment applicants are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.2 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.3 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

25. WARRANTIES

25.1 Each Party has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement, or been provided with an opportunity to receive independent legal advice and has freely and voluntarily waived and relinquished the right to do so. Each Party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such Party's failure to perform under this Agreement.

25.2 In executing this Agreement, each Party has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever.

25.3 It is agreed that each Party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either Party has the full right and authority to fully commit and bind such Party to the provisions of this Agreement.

26. CAPTIONS

26.1 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this

Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement.

26.2 Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

27. NON-WAIVER

27.1 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

27.2 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies.

27.3 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

28. COURT COSTS AND ATTORNEY FEES

In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees and expert witness fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

29. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

30. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

31. COUNTERPARTS

This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile or email transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the Party whose signature appears in the facsimile or email and shall be binding upon such Party in the same manner as though an originally signed copy had been delivered.

32. ENTIRE AGREEMENT

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

33. MANDATORY CALTRANS CONTRACT PROVISIONS

Consultant acknowledges that the funding associated with the Scope of Services under this Agreement requires compliance with the California Department of Transportation ("Caltrans") Sustainable Communities Grant Restrict Grant Agreement ("RGA"). Consultant agrees that it will be responsible for ensuring that all required contractual requirements under the RGA, including but not limited to those listed under

PROFESSIONAL SERVICES AGREEMENT

CIVICWELL

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Exhibit D, which are attached hereto and incorporated here by reference. Should any conflict arise between the requirements of Exhibit D and this Agreement, the provisions of Exhibit D shall control to the minimum extent required to resolve such conflict.

TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“CITY”

CITY OF PICO RIVERA

“CONSULTANT”

CivicWell

Kathy Chow

Steve Carmona, City Manager

Kathy Chow, Interim CEO

Dated: _____

Dated: May 09 2022

ATTEST:

APPROVED AS TO FORM:

Anna M. Jerome, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

EXHIBIT A
SCOPE OF SERVICES

City of Pico Rivera Historic Whittier Boulevard Revitalization Program

CivicWell - Scope of Work

The following scope of work outlines tasks culminating in the development of the *Whittier Boulevard Specific Plan (known as the “Specific Plan”)* and the *Historic Whittier Boulevard Multimodal Revitalization Plan (known as the “Multimodal Streetscape Plan”)*. Development of the Multimodal Streetscape Plan is paid for through a Caltrans grant while the Specific Plan is paid for by the City of Pico Rivera’s General Fund. Both projects together will be referred to as the *Historic Whittier Boulevard Revitalization Program*.

In partnership with the City of Pico Rivera (City), Project Management will be led by CivicWell, formerly known as Local Government Commission (LGC). This project will result in both a Specific Plan and a stand-alone Multimodal Streetscape Plan for Whittier Boulevard.

In addition, this scope of work integrates support for concurrent City-led projects located along or immediately adjacent to Whittier Boulevard, including the LA Metro Open Streets event scheduled for fall of 2023, formation of the Business Improvement District (BID), bus shelter improvement project, electrical box mural program, median landscape redesign, Fiestas Patrias 5k & street festival, trail connection to Pio Pico State Historic Park, and the Passons Active Depot Park (the PAD). A technical team of consultant(s) will be procured to develop both Plans. CivicWell will help coordinate and ensure alignment of the project timelines, publicity materials, outreach, community engagement, and plan development activities across all aforementioned projects.

All work and activities included in this scope of work are expected to be completed by June 2024, with the delivery of the Multimodal Streetscape Plan due no later than March 2024 per the Caltrans Restricted Grant Agreement.

Task 01: Project Administration

Task 1.1: Project Management

CivicWell, in partnership with the city, will manage the development of the Specific Plan and the Multimodal Streetscape Plan. A local organization to be identified will support the creation and implementation of a robust communications, outreach and engagement plan. CivicWell will also help coordinate messaging, timelines, and other activities related to other projects and initiatives taking place within the Whittier Boulevard corridor, such as, but not limited to:

- LA Metro Open Streets Event
- Business Improvement District (BID)
- Bus Shelter Redesign
- Electrical Box Mural Program
- Fiestas Patrias 5k & Street Festival
- Median Beautification & Improvement Project
- Pavement Overlay Project
- Trail Connection to Pio Pico State Historic Park Project
- The Passons Active Depot Park (the PAD)

Task 1.2: Project Meetings (bi-monthly)

CivicWell, with City support, will facilitate bi-monthly project calls to coordinate the development and execute all project activities.

Task 1.3: Quarterly Progress Reports

CivicWell will support the City with preparation of quarterly project reports to Caltrans District staff.

Task 1.4: Quarterly Invoicing

CivicWell will support the City with preparation of requests for reimbursement to Caltrans District staff (at least quarterly, but no more frequently than monthly). CivicWell will submit monthly invoices to the city.

Task 01 – Deliverables
<ul style="list-style-type: none">• Final Contract/Agreement between the City and CivicWell• Meeting agendas, notes & action items• Quarterly progress reports• Quarterly invoice packages

Task 02: Consultant Procurement

The City, with assistance from CivicWell, will prepare a request for proposals (RFP) to solicit a consultant or team of consultants with the necessary technical expertise to develop both the Specific Plan and the Multimodal Streetscape Plan, either as two separate solicitations or a single combined solicitation for both plans. Separately, the City, with assistance from CivicWell, will identify a local organization to support with local community outreach and engagement efforts.

The RFP will follow the proper procurement procedures established by both Caltrans and the City for these projects. The RFP will be posted on the City's Website using the Planet Bids platform and will be sent to a wide distribution of firms with expertise in land use planning, multimodal transportation planning and engineering, urban design, environmental analysis and other disciplines necessary to conduct analyses and produce effective plans. The City, with support from CivicWell, will assemble a review panel to independently score each proposal. In-person or videoconference interviews will be held with some or all of the proposers as deemed necessary.

After selection of the local organization and the consultant, the City will prepare an agreement (or agreements) to secure technical consultant services. CivicWell will contract separately with a local organization to be identified who'll help plan and conduct community engagement activities as described in the Caltrans grant agreement. Once the technical consultant agreements are in place, the City and CivicWell, and the local organization will hold a kickoff meeting and site visit with the project consultants.

Task 02 – Deliverables
<ul style="list-style-type: none">• Final Request for Proposals & Scope of Work• Summary of final proposal scoring & evaluation• Final contract/agreement between technical consultant team and the City• Copy of agreement between CivicWell and the local organization to be identified

Task 03: Technical Advisory Committee

CivicWell will support the City and consultants to convene Technical Advisory Committee (TAC) meetings involving staff from relevant City and County agencies, Caltrans District 7, Metro and Montebello Transit, SCAG, Gateway Cities COG, utilities, railroads, air and water quality management districts, and key entities involved with economic development and housing in Pico Rivera who will provide data sources, regulatory, administrative and coordinated interagency input and guidance. Efforts will be made to hold TAC meetings in conjunction with the Project Advisory Group meetings listed below. The TAC meetings are an opportunity to seek and collect TAC member's feedback on feasibility and implementation considerations in concert with community input on plan elements. CivicWell and consultant(s) will organize and facilitate TAC meetings, with support from the City.

The TAC will meet periodically (approximately 4 times yearly) and at key milestones throughout the development of the plans.

Task 03 – Deliverables
<ul style="list-style-type: none"> • List and contact information of TAC members • Meeting agendas, notes and action items

Task 04: Communications, Outreach & Engagement

Task 4.1: Communications and Engagement Plan

CivicWell, with input from the City and consultant, will prepare a Community Engagement Plan to inform residents, businesses and other stakeholders about the project and upcoming community events. The plan will provide a coordination strategy between key partners, project milestones and timeline for the Multimodal Streetscape Plan and Specific Plan. It will also specify coordination with other key community and planning activities, including the LA Metro Grant Open Streets Event, Fiestas Patrias 5k & Whittier Boulevard Median Landscaping Ribbon Cutting and, Business Improvement District (BID) establishment effort. The plan will describe:

- A list of stakeholders comprised of agency staff, community-based organizations and individuals that represent diverse interests key to the development of both Plans (the local organization to be identified will support development of this list). Stakeholders may be involved in one or more project activities where appropriate.

- The schedule and set of task descriptions for carrying out the community and stakeholder involvement activities with timing for release, distribution and placement of publicity items.
- Means for direct engagement with low-income communities and communities of color, including the roles of local service providers (e.g. community centers, clinics, etc.). Translation will be provided when needed and will be documented throughout the process.
- Establishment and roles of the Project Advisory Group and TAC.
- Development of a comprehensive outreach list and contact management strategy.
- Specific ways that community input will be sought and integrated at various phases of the planning process.
- Roles and Responsibilities of CivicWell, the local organization to be identified, the City, consultants, and other key members of the project.

Task 4.2 Project Advisory Group Meetings

CivicWell, in coordination with the City and consultants, will convene an advisory group of approximately 12-15 participants from a cross-section of stakeholders, such as service providers, property owners, business, community and faith-based organizations, schools, and others that represent Pico Rivera demographics and perspectives. The group will identify important sensitivities to consider and pertinent information regarding the conditions, history, and needs of the community. The local organization to be identified will seek the participation of representatives from diverse community-based stakeholders, including those identified in the stakeholder list.

The Advisory Group is anticipated to meet at least four times in concert with key milestones through the duration of the planning process, with the possibility of additional meetings as needed. The group will help determine strategies for engaging all segments of the community and maximizing participation at public events, as well as opportunities for coordination and synergy with other community initiatives and planning activities impacting the community. Meetings will also provide a venue for discussion of plan concepts and strategies for plan implementation.

Task 4.3: Project Branding, Content & Collateral

Materials will be produced in English and Spanish to inform all segments of the community about the planning process and how they may participate in developing the Specific Plan and Multimodal Streetscape Plan. Special efforts will be made to reach lower-income, underserved members of the community. Specific tasks will include:

- *Branding the Historic Whittier Boulevard Revitalization Program.* CivicWell will work with the City and consultants to brand the Program using a consistent logo

and tag line/motto to ensure it has a unique and recognizable identify. CivicWell will coordinate with the City to ensure coordinated branding across concurrent activities and initiatives taking place along Whittier Boulevard as specified in task 1.1, above. The City, with input from CivicWell, will produce a branding strategy and designs for the project.

- *Produce Materials.* CivicWell and the local organization to be identified will produce flyers and posters in English and Spanish publicizing events for community-wide distribution using the branding guidelines and templates developed by the City.
- *Produce Videos.* The City will produce, record, and edit videos to promote outreach and engagement to develop the project. CivicWell will provide oversight and directional support.
- *Disseminate Materials:* The local organization to be identified and CivicWell, in partnership with the City, will identify effective outreach and publicity methods to ensure public awareness and participation in the community events. Materials will be posted in prominent locations and distributed in person. The City will use its social media and television outreach channels to encourage public participation. Advisory group members and select stakeholders will be asked to distribute flyers and information about the engagement events through their networks and at meetings and festivals. Schools will be asked to send announcements and flyers home with their students and to publicize events through phone and email outreach methods. The City, with support from CivicWell and the local organization to be identified will reach out to prospective volunteers including City staff, residents, and community-based organizations that can participate in facilitating activities at 4-8 pop-up booths, to disseminate outreach materials, and other support to get the word out about the project.
- *Outreach to Media.* The City will distribute announcements and press releases will be distributed to local and regional media, including but not limited to the Whittier Daily News, and other outlets identified by the Advisory Group. CivicWell staff will also work with City staff and Advisory Group members to identify social media platforms that residents use. The City will work on setting up changeable message signs or banners announcing events. Announcements, project information, presentations and plan documents will be posted on the City's Virtual City Hall project website, and events will be publicized on social media platforms and through newsletters.

Task 4.4: Outreach & Engagement Activities

Virtual City Hall Project Website

The City will deploy a Virtual City Hall (VCH) platform to enhance resident engagement, service delivery and planning processes. Through the use of smart, mobile devices (e.g. smartphones, tablets, etc.), the system will utilize a state-of-art 311 system and custom planning module to help residents capture on-site field conditions with detailed comments and concerns about specific streets and intersections. All information gathered will be directly integrated with the City's geographical information system (GIS) and enable customizable information dashboards, reports, and mapping tools. The VCH system will enrich the interactive virtual experience while boosting on-demand information and communications at any time and place that is most convenient for each individual participant.

Create and Update VCH Website Content

CivicWell will provide and coordinate content for the VCH project website that will house information, including, but not limited to a story maps, videos, messages and notifications, surveys, analysis, and reports. The City will be responsible for creating the storyboard map and videos. The consultants will be responsible for the creation of analysis and reports that will be uploaded to the VCH project website such as the existing conditions report, plan document, etc. The project website will be used to keep residents updated on the planning effort, distribute notices about events, and provide copies of the draft and final plans.

Policymaker Engagement

CivicWell will oversee coordination between the consultants and the City who will schedule briefings and informational sessions with the City Council and Commissions to keep policymakers apprised of the planning process and key decision points, and obtain feedback and direction during the development of plan components. CivicWell anticipates this activity will occur 1-3 times annually for 6 meetings in total, or approximately 2 meetings with each of the following bodies: City Council, the Planning Commission, and the Parks Commission. This includes 2-3 meetings during the plan development process and 1-2 meetings prior to official hearings for approvals and adoption.

Outreach and Engagement Activities

As with any well-crafted planning or development process, the community engagement efforts for this project will help to affirm community values, needs and aspirations and ultimately drive the development of the plans so that they reflect and advance the community's vision for the future. To support this goal, CivicWell will work closely with the City to conduct a series of activities to engage residents both in-person and digitally including pop-up booths and a multi-day charrette. Pop-up booths will occur at local community events hosted by the city and/or partner agencies (ie., school district,

Sheriff's, County, Official 3rd party vendor events, etc.). and significant city-based events (ie., festivals, grand openings, ribbon-cuttings, etc.). A multi-day charrette is the centerpiece of the community-based planning effort and will consist of multiple public engagement activities over a concentrated period of time. The purpose of the charrette will be to identify leading issues, guiding principles and initial strategies to set the course for plan development. CivicWell will organize and facilitate the events with the consultants working alongside throughout, including conducting presentations, listening sessions, and translating the input into design concepts and improvements to include.

Young Ambassadors

CivicWell and the local organization, in partnership with the City will work with the local school district and colleges, teen center, library and other agencies to help recruit and maintain a small but reliable list of young volunteers (high school and college-age) that will be trained to serve as program ambassadors. The ambassadorship will provide hands-on experience and educational opportunities within the sphere of urban planning and design, public policy, project development and public administration. Ambassadors will help conduct community outreach and support engagement activities such as pop-up booths at local events, design charrettes, walking and biking tours, school presentations, and much more. CivicWell and the local organization will help organize the group of ambassadors and coordinate activities.

Agenda Development and Logistics

CivicWell, in coordination with the City, advisory group and consultants, will develop a detailed agenda for the charrette events and activities. The City and CivicWell, with help from the advisory group and others, will arrange facilities and food and other supporting promotional and celebratory activities.

Community Design Charrette

CivicWell will lead organization of the charrette and facilitate (or co-facilitate with consultants) the events and activities. This scope of work assumes that one, five-day charrette would take place with activities designed to maximize feedback that informs both plans. However, the five-day span may need to be broken into two phases in order to address and vet the totality and complexity of topics associated with both a multimodal transportation plan and specific plan (vehicular and non-vehicular circulation, land use, design concepts, zoning and development standards, and other infrastructure changes and improvements, etc.). In the event that social-distancing public health restrictions are required, some in-person activities may be converted or replicated using the Virtual City Hall technology system and/or other platforms. This

system will also include phone conferencing capability for those who do not have access to a computer or the internet.

The conceptual schedule of activities for the charrette includes:

- Small group focus meetings with key stakeholders (e.g., government agencies, community service providers, school district and students, businesses, emergency responders, multifamily residents, etc.) to gain a better understanding of the concerns and issues. Meetings are typically 60 minutes in length.
- Opening community workshop, typically on a weekday evening to ensure broad participation. The workshop will provide participants with an overview of the project goals and objectives and include a visioning and possibilities presentation followed by exercises and activities to gather community input, such as design tables in which small groups work together to write and draw their ideas on aerial maps.
- Facilitated walk and/or bike audits to observe conditions and discuss solutions. Bike audits may be conducted in conjunction with the Los Angeles County Sheriff's Bicycle Patrol Unit and in coordination with the City's Bike Education and Recreation (BEAR) program.
- Strategy sessions and production days in which consultants work several days on-site to develop preliminary recommendations and illustrative graphics.
- Open studio opportunities where residents and stakeholders can view work in progress, interact with the team and provide feedback.
- Review session with City and other key agency staff.

Community Workshops on Draft Plans

Following the preparation of each draft plan, CivicWell will organize and widely publicize a in-person and virtual workshop where the consultants will present recommendations to the community for feedback and ensure critical issues have been addressed. In the event public health social distancing restrictions are required, the workshop may be conducted remotely using the Virtual City Hall technology system and/or other interactive online platforms.

Task 04 – Deliverables
<ul style="list-style-type: none">• Draft and final engagement plan• List of Project Advisory Group members• Calendar of events, presentations, meetings• Agenda, notes & action items for all meetings• Project website hosted on the City's Virtual City Hall• At least 2 project informational videos• Digital portfolio of all outreach materials, collateral & content• Brief summary report of each outreach & engagement activity

Task 05: Technical Studies, Designs, and Plan Development

CivicWell will provide oversight of the development of the Multimodal Streetscape Plan and Specific Plan on behalf of the City. This will include coordination and facilitation of consultant tasks and deliverables with:

- TAC and Project Advisory Group input;
- publicity, communications, community outreach and engagement;
- documentation of the public process and outcomes for inclusion in plans, future implementation and grant proposals; and
- initial review of key draft deliverables, circulation for comment, collection of feedback for edits and revisions.

CivicWell will perform this service in conjunction with high level consultant tasks.

Consultant responsibilities broadly will include:

- Data Collection, Analysis, Existing Conditions Reports
- Conceptual Designs and Feasibility Analysis
- Draft Plan Documents, Admin/Technical Review
- Final Plan Documents, Public, Council and Commission Reviews

Consultant tasks will be further refined, amended and detailed in accordance with the Caltrans Sustainable Communities Grant scope of work for the Historic Whittier Boulevard Multimodal Streetscape Plan and the scope of work for the Whittier Boulevard Specific Plan. The former, which must be finalized, and approved or adopted by the end of the grant term, will form the transportation, street design and streetscape component of the Specific Plan.

Task 05 – Deliverables
<ul style="list-style-type: none">• Compile and maintain a digital portfolio of all technical consultant deliverables• Agendas, notes, and next steps for all meetings

Task 06: Adoptions and Approvals

CivicWell will assist the City with communication and updates regarding development of environmental documentation and City Council meetings to approve and adopt the Final Specific Plan.

Task 6.1: Environmental Documents (pending funding)

Task 6.2: Council Hearings and Final Adoption

EXHIBIT C
(Intentionally Omitted)

EXHIBIT D

MANDATORY CALTRANS CONTRACT PROVISIONS

**Sustainable Communities Grants
(State-SB 1)
Restricted Grant Agreement**

This Restricted Grant Agreement (RGA), between State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS**, and **City of Pico Rivera**, hereinafter referred to as **AGENCY**, will commence on **December 15, 2021**, or upon approval by **CALTRANS**, whichever occurs later. This RGA is of no effect unless approved by **CALTRANS**. **AGENCY** shall not receive payment for work performed prior to approval of the RGA and before receipt by **AGENCY** of Notice to Proceed by **CALTRANS** Contract Manager. This RGA shall expire on **March 30, 2024**.

Attachments:

The following attachments are incorporated into and are made a part of this RGA by this reference and attachment.

- I. **AGENCY** Resolution
- II. Scope of Work and Project Cost and Schedule
- III. Grant Application Guide

Recitals

1. Under this RGA, **CALTRANS** intends to convey State restricted grant funds to **AGENCY**, pursuant to Budget Act Line Item 2660-102-3290, who will conduct transportation studies and planning within the regional area under the jurisdiction of **AGENCY** under the terms, covenants, and conditions of this RGA.
2. **CALTRANS** and **AGENCY** intend that only funds that are authorized as restricted grants will be subject to this RGA, and that no funds that should be the subject of a Joint Powers Agreement, Interagency Agreement, or other non-grant agreement shall be subject to this RGA.

Now, Therefore, based upon the terms, covenants, and conditions, the parties agree as follows:

Section I

AGENCY Responsibility:

To timely and satisfactorily complete all Project Work described in **Attachment II** within the project budget and in accordance with the items of this RGA.

Section II

CALTRANS Responsibility:

That when conducting an audit of the costs claimed by **AGENCY** under the provisions of this RGA, to conduct the audit in accordance with applicable laws and regulations.

Section III

Parties' Mutual Responsibilities:

1. Under this RGA, **CALTRANS** will convey State grant restricted funds to **AGENCY**, pursuant to Budget Act Line Item 2660-102-3290, and **AGENCY** will conduct transportation studies and planning within the project area described in **Attachment II**. The funds subject to this RGA must be (a) identified as available for a restricted grant in **CALTRANS'** budget and (b) for the purpose

of conducting transportation studies or planning and (c) to a **public** entity that is responsible for conducting transportation studies or planning.

2. Details of the Grant Program, Funds, Project, and Program Guidelines and the governing State and Federal law are fully described in **Attachment III** which is attached to and made a part of this RGA.
3. Under this restricted grant, funds may be only used for the purpose set forth in this RGA, Resolution (**Attachment I**), Scope of Work and Project Cost and Schedule (**Attachment II**), and the applicable Grant Application Guide (**Attachment III**), and funds may only be used for costs and expenses that are directly related to such purpose.
4. **AGENCY** shall perform all the duties and obligations described in **Historic Whittier Boulevard Multimodal Revitalization Plan**, hereinafter "Project", subject to the terms and conditions of this RGA and the Approved Project Grant Application (Scope of Work and Project Cost and Schedule), which are attached hereto as **Attachment II**.
5. The resolution authorizing **AGENCY** to execute this RGA pertaining to the above described Project is attached hereto as **Attachment I**.
6. All services performed by **AGENCY** pursuant to this RGA shall be performed in accordance with California Senate Bill No. 1 (SB-1) (Chapter 5, Statutes of 2017), also known as the Road Repair and Accountability Act of 2017, including, but not limited to, Government Code Section 14460(a)(1), as well as all applicable Federal, State, and Local laws, regulations, and ordinances, all applicable **CALTRANS** policies and procedures, and all applicable **CALTRANS** published manuals, including, but not limited to, the applicable Grant Application Guide (**Attachment III**).

California Government Code Section 14460(a)(1) provides: "The department [**CALTRANS**], and external entities that receive State and Federal transportation funds from the department, are spending those funds efficiently, effectively, economically, and in compliance with applicable State and Federal requirements. Those external entities include, but are not limited to, private for profit and nonprofit organizations, local transportation agencies, and other local agencies that receive transportation funds either through a contract with the department or through an agreement or grant administered by the department."

In case of conflict between any applicable Federal, State, and Local laws, regulations, and ordinances, and/or any applicable policies, procedures, or published manuals of either **CALTRANS** or **AGENCY**, the order of precedence of the applicability of same to this RGA shall be established in this order: 1) Federal laws and regulations; 2) California laws and regulations; 3) **CALTRANS** policies, procedures, and published manuals; 4) Local ordinances; and 5) **AGENCY** policies, procedures, and published manuals. This RGA may not include any Federal funds.

7. Project funding is as follows:

Fund Source: STATE	Fund Source: AGENCY				Total Project Cost
Road Maintenance and Rehabilitation Account (RMRA) State (SB 1) Grant Funds	Local Match (Cash)	Local Match (In-Kind)	Total Local Match	% Local Match	
\$332,000.00	\$43,015.00	\$0	\$43,015.00	11.47%	\$375,015.00

No in-kind contributions may be made unless the amount and type of the contribution is identified above.

8. This RGA is exempt from legal review and approval by the Department of General Services (DGS), pursuant to applicable law.

9. Notification of Parties

- a. **AGENCY's** Project Manager for Project is Javier Hernandez, Email: jhernandez@pico-rivera.org, Phone Number: (562) 801-4395.
- b. **AGENCY's** Financial Manager for the Project is Hazel De Guzman, Email: hdeguzman@pico-rivera.org, Phone Number: (562) 801-4397.
- c. **CALTRANS'** Contract Manager is Rebecca Sanchez, Email: Rebecca.Sanchez@dot.ca.gov, Phone Number: (213) 265-0273. "Contract Manager" as used herein includes his/her designee.
- d. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

City of Pico Rivera

Attention: Javier Hernandez, Assistant to the City Manager
Phone Number: (562) 801-4395.
Email: jhernandez@pico-rivera.org
Address: 6615 Passons Blvd
Pico Rivera, CA 90660

California Department of Transportation

D7/ Regional Planning Branch
Attention: Rebecca Sanchez, Associate Transportation Planner
Phone Number: (213) 265-0273
Email: Rebecca.Sanchez@dot.ca.gov
Address: 100 S main Street
Los Angeles, CA 90012

10. Period of Performance

- a. Reimbursable work under this RGA shall begin no earlier than on **December 15, 2021**, following the written approval of **CALTRANS** and **AGENCY's** receipt of the Notice to Proceed letter of this RGA by the **CALTRANS** Contract Manager, and will expire on **March 30, 2024**.
- b. **AGENCY** will attend a kickoff meeting with **CALTRANS** to be scheduled within one (1) week from receipt of Notice to Proceed letter by **CALTRANS** Contract Manager.

11. Changes in Terms/Amendments

This Agreement may only be amended or modified by mutual written agreement of the parties. Any proposed modification to this agreement that requires a formal amendment must be submitted by AGENCY to CALTRANS no less than ninety (90) days prior to the expiration of this RGA.

12. Cost Limitation

- a. The maximum total amount granted and reimbursable to **AGENCY** pursuant to this RGA by **CALTRANS** shall not exceed **\$332,000.00**.
- b. It is agreed and understood that this RGA fund limit is an estimate and that **CALTRANS** will

only reimburse the cost of services actually rendered in accordance with the provisions of this RGA and as authorized by **CALTRANS** Contract Manager at or below that fund limitation established herein.

13. Termination

- a. If the applicable law and the Grant Program guidelines provide for such termination, **CALTRANS** reserves the right to terminate this RGA for any or no reason upon written notice to **AGENCY** at least 30 days in advance of the effective date of such termination in the event **CALTRANS** determines (at its sole discretion) that **AGENCY** failed to proceed with **PROJECT** work in accordance with the terms of this RGA. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination.
- b. This RGA may be terminated by either party for any or no reason by giving written notice to the other party at least thirty (30) days in advance of the effective date of such termination. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination.
- c. **AGENCY** has 60 days after the Termination Date to submit accurate invoices to **CALTRANS** to make final allowable payments for **PROJECT** costs in accordance to the terms of this RGA. Failure to submit accurate invoices within this period of time shall result in a waiver by **AGENCY** of its right to reimbursement of expended costs.

14. Budget Contingency Clause

- a. It is mutually agreed that if the US Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA and do not appropriate sufficient funds for the program, this RGA shall be of no further force and effect. In this event, **CALTRANS** shall have no liability to pay any funds whatsoever to **AGENCY** or to furnish any other considerations under this RGA and **AGENCY** shall not be obligated to perform any provisions of this RGA.
- b. If funding for any fiscal year is reduced or deleted by US Congress or State Legislature for purposes of this program, **CALTRANS** shall have the option to either terminate this RGA with no liability occurring to **CALTRANS** or offer an RGA Amendment to **AGENCY** to reflect reduced amount.

15. Payment and Invoicing

AGENCY, its contractors, subcontractors, and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

- a. The method of payment for this RGA will be based on the actual allowable costs that are incurred in accordance with the provisions of this RGA and in the performance of the Project Work. **CALTRANS** will reimburse **AGENCY** for expended actual allowable direct costs, and, including, but not limited to, labor costs, travel, and contracted consultant services costs incurred by **AGENCY** in performance of the Project Work. Indirect costs are reimbursable only if the **AGENCY** has identified the estimated indirect cost rate in **Attachment II** and an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III–Cost Principles, Paragraph 17d**. The total cost shall not exceed the cost

reimbursement limitation set forth in **Section III–Cost Limitations, Paragraph 12a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel, and other estimated costs and fees set forth in **Attachment II** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY**.

- b. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in accordance with the provisions of this RGA and in the performance of Project Work. **AGENCY** must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this RGA and before the Expiration Date but must have also paid for those costs to claim any reimbursement.
- c. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its subrecipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: <https://travelpocketguide.dot.ca.gov/>.

Also see website for summary of travel reimbursement rules.

- d. **AGENCY** shall submit invoices to **CALTRANS** at least quarterly, but no more frequently than monthly, in arrears for completion of milestones in accordance with the Project Cost and Schedule in **Attachment II** to the satisfaction of the **CALTRANS** Contract Manager. Invoices shall reference this RGA Number and shall be signed and submitted to the **CALTRANS** Contract Manager at the following address, as stated in **Section III–Notification of Parties, Item 9c**. One-time lump sum invoices for the grant amount is not allowed.
- e. Invoices shall include the following information:
 - 1) Names of the **AGENCY** personnel performing work
 - 2) Dates and times of Project Work
 - 3) Locations of Project Work
 - 4) Itemized costs as set forth in **Attachment II**, including identification of each employee, contractor, or subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each employee, contractor, sub-recipient, or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and contractor, sub-recipient, and subcontractor invoices.
- f. Incomplete or inaccurate invoices shall be returned to the **AGENCY** unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per **Section III–Termination, Paragraph 13**.
- g. **CALTRANS** will reimburse **AGENCY** for all allowable Project costs at least quarterly, but no more frequently than monthly, in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of an itemized signed invoice.
- h. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date the RGA expires. **AGENCY** has 60 days after that Expiration Date to make final allowable payments to Project contractors or vendors and submit the Project's Final Product(s) as defined in **Attachment II** and a final accurate invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the 60th day will be reverted and will no longer be accessible to reimburse late Project invoices.

16. Local Match Funds

- a. **AGENCY** shall contribute not less than its specified local match amount toward the services described herein by the grant expiration date identified in Paragraph 1 of this RGA. **AGENCY** can provide less than their percentage local match contribution in each invoice submittal, but **AGENCY** must fully satisfy the local cash and in-kind match amount and percentage identified in **Section III, Paragraph 7**, with the final invoice.
- b. If Agency fails to provide the contractual local match identified in **Section III, Paragraph 7**, it is grounds for contract termination as identified in **Section III, Paragraph 13**.

17. Quarterly Progress Reporting

AGENCY shall submit written progress reports to **CALTRANS** Contract Manager to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

18. Cost Principles

- a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **AGENCY** agrees, and will assure that its contractors, sub-recipients, and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project costs and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to the extent applicable.
- c. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must have identified the estimated indirect cost rate in **Attachment II**, prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf>.
- d. **AGENCY** agrees and shall require that all its agreements with consultants and sub-recipients contain provisions requiring adherence to this section in its entirety.

19. Repayment of Unallowable Costs

Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due **CALTRANS** within 30 days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.

20. Americans with Disabilities Act

By signing this Agreement, **LOCAL AGENCY** assures **CALTRANS** that in the course of performing Project Work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 USC Section 12101 et seq.).

21. Indemnification

Neither **CALTRANS** nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, subrecipients, or subcontractors, under or in connection with any work, authority, or jurisdiction conferred upon **AGENCY** under this RGA. It is understood and agreed that **AGENCY** shall fully defend, indemnify, and save harmless, **CALTRANS** and all of **CALTRANS'** officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, subrecipients, or subcontractors under this RGA.

22. Nondiscrimination Clause (2 CCR 11105 Clause b)

- a. During the performance of this RGA, the **AGENCY**, contractors, subrecipients, and subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. **AGENCY** shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- b. **AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., Tit. 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by **CALTRANS** to implement such article.
- c. **AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing and **CALTRANS** upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or **CALTRANS** shall require to ascertain compliance with this clause.
- d. **AGENCY** and contractors, sub-recipients, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the

nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the RGA.

23. Retention of Records/Audits

- a. **AGENCY**, its contractors, subcontractors, and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. All accounting records and other supporting papers of **AGENCY**, its contractors, subcontractors, and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **CALTRANS**, the California State Auditor, and auditors representing the Federal government. Copies thereof will be furnished by **AGENCY**, its contractors, its subcontractors, and sub-recipients upon receipt of any request made by **CALTRANS** or its agents. In conducting an audit of the costs and match credits claimed under this RGA, **CALTRANS** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of State and **AGENCY** law. In the absence of such an audit, any acceptable audit work performed by **AGENCY's** external and internal auditors may be relied upon and used by **CALTRANS** when planning and conducting additional audits.
- c. For the purpose of determining compliance with applicable State and **AGENCY** law in connection with the performance of **AGENCY's** contracts with third parties pursuant to Government Code Section 8546.7, **AGENCY**, **AGENCY's** sub-recipients, contractors, subcontractors, and **CALTRANS**, shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to **AGENCY** under this RGA. **CALTRANS**, the California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.
- d. **AGENCY**, its sub-recipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this RGA.
- e. Additionally, all grants may be subject to a pre-award audit prior to execution of the RGA to ensure **AGENCY** has an adequate financial management system in place to accumulate and segregate reasonable, allowable, and allocable costs.
- f. Any contract with a contractor, subcontractor, or sub-recipient entered into as a result of this RGA shall contain all the provisions of this article.

24. Adjudication of Facts in Disputes

- a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**. The **CALTRANS** Contract Officer shall issue a written decision within 30 days of receipt of the dispute. If **AGENCY** rejects the decision of the **CALTRANS** Contract Officer, **AGENCY** can pursue any and all remedies authorized by law.

Neither party waives any rights to pursue remedies authorized by law.

- b. Neither the pendency of a dispute nor its consideration by **CALTRANS** Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of the RGA.
- c. Voluntary Resolution: Reference to Other Means of Resolution. In recognition of the government-to-government relationship of the **AGENCY** and **CALTRANS**, the parties shall make their best efforts to resolve disputes that occur under this RGA by good faith negotiations whenever possible. Therefore, without prejudice to the right of either party to seek injunctive relief against the other when circumstances are deemed to require immediate relief, the parties hereby establish a threshold requirement that disputes between the **AGENCY** and **CALTRANS** first be subjected to a process of meeting and conferring in good faith in order to foster a spirit of cooperation and efficiency in the administration and monitoring of performance and compliance by each other with the terms, provisions, and conditions of this RGA, as follows:
 - 1) Either party shall give the other, as soon as possible after the event giving rise to the concern, a written notice setting forth, with specificity, the issues to be resolved.
 - 2) The parties shall meet and confer in a good faith attempt to resolve the dispute through negotiation not later than 10 days after receipt of the notice, unless both parties agree in writing to an extension of time.
 - 3) If the dispute is not resolved to the satisfaction of the parties within 30 working days after the first meeting, then either party may seek to have the dispute resolved by alternative dispute resolution methods, including, but not limited to, non-binding arbitration, mediation, or the use of a technical advisor.
 - 4) Disagreements that are not otherwise resolved by mutually acceptable means as provided herein may be resolved in the Superior Court of the State of California located within the same county where a Project is located. The disputes to be submitted to the court include claims of breach or violation of this RGA. This RGA shall be interpreted under the laws of the State of California without regard to any conflict of laws' provisions. In no event may **AGENCY** be precluded from pursuing any arbitration or judicial award or remedy against **CALTRANS** on the grounds that **AGENCY** has failed to exhaust its state administrative remedies. The parties agree that, except in the case of imminent threat to public health or safety, reasonable efforts will be made to explore alternative dispute resolution avenues prior to initiating judicial proceedings.

25. Third-Party Contracts

- a. All State-government-funded procurements must be conducted using a fair and competitive procurement process. **AGENCY** may use its own procurement procedures as long as the procedures comply with the local **AGENCY**'s laws, rules, and ordinances governing procurement and all applicable provisions of State law, including, without limitation, the requirement that the **AGENCY** endeavor to obtain at least three (3) competitive bids for solicitation of goods, services, and consulting services.

Resources for Third Party Contracts, which are not inconsistent with this **Paragraph 25, Third Party Contracts**:

- 1) Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code)
- 2) State Contracting Manual (SCM), Chapter 5
- 3) Local Assistance Procedures Manual (LAPM)Chapter 10

- b. Any contract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to **AGENCY's** subrecipients, contractors, and subcontractors. Copies of all agreements with subrecipients, contractors, and subcontractors must be submitted to the **CALTRANS** Contract Manager.
- c. **CALTRANS** does not have a contractual relationship with the **AGENCY's** subrecipients, contractors, or subcontractors and the **AGENCY** shall be fully responsible for all work performed by its subrecipients, contractors, or subcontractors.
- d. Prior authorization in writing by the **CALTRANS** Contract Manager shall be required before **AGENCY** enters into any non-budgeted purchase order or sub-agreement for supplies, or consultant services. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs. **AGENCY** shall retain all receipts for such purchases or services and shall submit them with invoices per **Section III–Payment and Invoicing, Paragraph 15(e)(4), above**.
- e. Any contract entered into by **AGENCY** as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subrecipients, contractors, and subcontractors will be allowable as **PROJECT** costs only after those costs are incurred and paid for by the subrecipients, contractors, and subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section III–Payment and Invoicing, Paragraph 15c, above**.

26. Drug-Free Workplace Certification

By signing this RGA, **AGENCY** hereby certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code Sections 8350 et seq.) and will provide a Drug-Free workplace by doing all the following:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a Drug-Free workplace;
 - 3) Any available counseling, rehabilitation, and employee assistance programs;
 - 4) Penalties that may be imposed upon employees for drug abuse violations;
- c. Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or grant:
 - 1) Will receive a copy of the company's Drug-Free policy statement.
 - 2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
- d. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and **AGENCY** may be ineligible for the award of any future state contracts if **CALTRANS** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

27. Relationship of Parties

It is expressly understood that this agreement is executed by and between two (2) independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than specified in **Paragraph 26**, above.

28. State-Owned Data

- a. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
 - 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
 - 2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
 - 3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
 - 4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
 - 5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
 - 6) Notify **CALTRANS** Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
 - 7) Advise the owner of the State-owned data, the **AGENCY** Information Security Officer, and the **AGENCY** Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
- b. **AGENCY** agrees to use the State-owned data only for State purposes under this Agreement.
- c. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s) (State Administrative Manual (SAM) Section 5335.1).

29. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to, and not a limitation of, Contractor's indemnification obligations contained elsewhere in this RGA, Contractor hereby assumes all risks of the consequences of exposure of Contractor's employees, agents, subrecipients, contractors, and subcontractors, subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards

include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind or origin. Contractor also agrees to take all appropriate safety precautions to prevent any such exposure to Contractor's employees, agents, subrecipients, contractors, and subcontractors, subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Contractor also agrees to indemnify and hold harmless Caltrans, the State of California, and each and all their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, Contractor also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of Caltrans, the State of California, and/or any of their officers, agents and/or employees.

30. Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if Contractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, Contractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Contractor shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from Caltrans Contract Manager.

31. ADA Compliance

All Project Close Out/Final Product

- a. **AGENCY** will provide an electronic version, preferable ADA accessible, of the Final Product(s) to the **CALTRANS** Contract Manager.
- b. **CALTRANS** reserves the right to withhold final payment to **AGENCY** pending receipt of Final Product(s) to the **CALTRANS** Contract Manager.

33. Ownership of Proprietary Property

a. Definitions

- 1) **Work**: The work to be directly or indirectly produced by **AGENCY** under this RGA.
- 2) **Work Product**: All deliverables created or produced from **Work** under this RGA, including but not limited to, all **Work** and Deliverables conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this RGA and during a period of six (6) months after the termination thereof, which relates to the **Work** commissioned or performed under this RGA. "**Work Product**" includes all deliverables, inventions, innovations, improvements, or other works of authorship **AGENCY**, its subrecipients, a third-party contractor or subcontractor may conceive of or develop in the course of this RGA, whether or not they are eligible for patent, copyright, trademark, trade secret, or other legal protection.
- 3) **Inventions**: Any idea, methodologies, design, concept, technique, invention, discovery, improvement, or development regardless of patentability made solely by **AGENCY** or jointly with the **AGENCY's** contractor, subcontractor, and/or subrecipient, and/or the **AGENCY's** contractor, subcontractor, and/or subrecipient's employees with one (1) or more employees of **CALTRANS**, during the term of this RGA and in performance of any Work under this RGA, provided that either the conception or reduction to practice thereof occurs during the term of this RGA and in performance of **Work** issued under this RGA.

b. Ownership of Work Product and Rights

- 1) **Copyright Ownership of Work Product:** Except in regard to Pre-existing Works, all **Work Product** derived by the **Work** performed by the **AGENCY**, its employees, or by any of the **AGENCY's** contractor's, subcontractor's, and/or subrecipient's employees under this RGA, shall be owned by **CALTRANS** and **AGENCY** and shall be considered to be works made for hire by the **AGENCY** and **AGENCY's** contractor, subcontractor, and/or subrecipient for **CALTRANS** and **AGENCY**. **CALTRANS** and **AGENCY** shall own all United States and international copyrights in the **Work Product**.

As such, all **Work Product** shall contain, in a conspicuous place, a copyright designation consisting of a "c" in a circle followed by the four-digit year in which the Work Product was produced, followed by the words "California Department of Transportation and **AGENCY**. All Rights Reserved." For example, a Work Product created in the year 2012 would contain the copyright designation © 2012 California Department of Transportation and **AGENCY**. All Rights Reserved.

- 2) **Vesting of Copyright Ownership:** **AGENCY**, its employees, and all of **AGENCY's** contractor's, subcontractor's, and subrecipient's employees, agrees to perpetually assign, and upon creation of each Work Product automatically assigns, to **CALTRANS** and **AGENCY**, its successors, and assigns, ownership of all United States and international copyrights in each and every **Work Product**, insofar as any such **Work Product**, by operation of law, may not be considered work made for hire by the **AGENCY's** contractor, subcontractor, and/or subrecipient from **CALTRANS**. From time to time, **CALTRANS** and the **AGENCY** shall require its contractors, subcontractors, and/or subrecipients and their respective employees to confirm such assignments by execution and delivery of such assignments, confirmations, or assignment, or other written instruments as **CALTRANS** and the **AGENCY** may request. **CALTRANS** and the **AGENCY**, its successors, and assigns, shall have the right to obtain and hold in its or their own name(s) all copyright registrations and other evidence of rights that may be available for **Work Product**. **AGENCY** shall require contractors, including subcontractors, to waive all moral rights relating to identification of authorship restriction or limitation on use, or subsequent modifications of the **Work**.

c. **Inventions**

- 1) **Vesting of Patent Ownership:** **AGENCY** agrees to require subrecipients, contractors, subcontractors, and their respective employees, to assign to **CALTRANS** and **AGENCY**, its successors, and assigns, all Inventions, together with the right to seek protection by obtaining patent ownership rights and the right to claim all rights or priority there under, and the same shall become and remain **CALTRANS'** property regardless of whether such protection is sought. The **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient shall promptly make a complete written disclosure to **CALTRANS** of each Invention not otherwise clearly disclosed to **CALTRANS** in the pertinent **Work Product**, specifically pointing out features or concepts that the **AGENCY**, its employees, and/or **AGENCY's** contractor, subcontractor, and/or subrecipient believes to be new or different. The **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient shall, upon **CALTRANS** and **AGENCY's** request and at **CALTRANS** and **AGENCY's** expense, cause patent applications to be filed thereon, through solicitors designated by **CALTRANS** and **AGENCY**, and shall sign all such applications over to **CALTRANS** and **AGENCY**, its successors, and assigns. The **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient shall give **CALTRANS** and **AGENCY** and its solicitors all reasonable assistance in connection with the preparation and prosecution of any such patent applications and shall cause to be executed all such assignments or other instruments or documents as

CALTRANS and **AGENCY** may consider necessary or appropriate to carry out the intent on this RGA.

- 2) **Agency:** In the event that **CALTRANS** and **AGENCY** are unable for any reason whatsoever to secure the **AGENCY's**, its employees', and/or **AGENCY's** contractor's, subcontractor's, and/or subrecipient's, signature to any lawful or necessary document required or desirable to apply for or prosecute any United States application (including renewals or divisions thereof), **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient hereby irrevocably designates and appoints **CALTRANS** and **AGENCY** and its duly authorized officers and agents, as its agent and attorney-in-fact, to act for and on **AGENCY**, its employees, and **AGENCY's** contractor's, subcontractor's, and subrecipient's behalf and stead, to execute and file such applications and to do all other lawfully permitted acts to further the prosecution and issuance of any copyrights, trademarks, or patents thereon with the same legal force and effect as if executed by **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient. **CALTRANS** and **AGENCY** shall have no obligations to file any copyright, trademark, or patent applications.

d. **Additional Provisions**

- 1) **Avoidance of infringement:** In performing services under this RGA, **AGENCY** and its employees agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If **AGENCY** or its employees becomes aware of any such possible infringement in the course of performing any Work under this RGA, **AGENCY** or its employees shall immediately notify **CALTRANS** in writing.
- 2) **Pre-existing Works and License:** **AGENCY** agrees to require contractors, subcontractors, and subrecipients to acknowledge that all **Work Product** shall be the sole and exclusive property of **CALTRANS** and **AGENCY**, except that any **Pre-existing Works** created by **AGENCY** and third parties outside of the RGA but utilized in connection with the RGA (the "**Pre-existing Works**") shall continue to be owned by **AGENCY** or such parties. **AGENCY** agrees to notify **CALTRANS** in writing of any **Pre-existing Works** used in connection with any **Work Product** produced under this RGA and hereby grants to **CALTRANS** a non-exclusive, irrevocable, worldwide, perpetual, royalty-free license to utilize the **Pre-existing Works** in connection with the **Work Product**.
- 3) **Contractors, Subcontractors, and Subrecipients:** Through contract with its subrecipients, contractors, and subcontractors, **AGENCY** shall affirmatively bind by contract all of its contractors, subcontractors, subrecipients, and service vendors (hereinafter "**AGENCY's** Contractor/Subcontractor/Subrecipient") providing services under this RGA to conform to the provisions of this Exhibit. In performing services under this RGA, **AGENCY's** Contractor/Subcontractor/Subrecipient shall agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If **AGENCY's** Contractor/Subcontractor/Subrecipient becomes aware of any such possible infringement in the course of performing any Work under this RGA, **AGENCY's** Contractor/Subcontractor/Subrecipient shall immediately notify the **AGENCY** in writing, and **AGENCY** will then immediately notify the Department in writing.

e. **Ownership of Data**

- 1) Upon completion of all **Work** under this RGA, all intellectual property rights, ownership, and title to all reports, documents, plans, specifications, and estimates, produced as part of this RGA will automatically be vested in **CALTRANS** and **AGENCY** and no further

agreement will be necessary to transfer ownership to **CALTRANS** and **AGENCY**. The **AGENCY**, its contractors, subcontractors, and subrecipients, shall furnish **CALTRANS** all necessary copies of data needed to complete the review and approval process.

- 2) It is understood and agreed that all calculations, drawings, and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the Project for which this RGA has been entered into.
- 3) **AGENCY**, its contractors, subcontractors, and subrecipients, are not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by **CALTRANS** of the machine-readable information and data provided by **AGENCY**, its contractors, subcontractors, and subrecipients, under this RGA; further, **AGENCY**, its contractors, subcontractors, and subrecipients, are not liable for claims, liabilities, or losses arising out of, or connected with, any use by **CALTRANS** of the Project documentation on other projects, for additions to this Project, or for the completion of this project by others, excepting only such use as may be authorized, in writing, by **AGENCY**, its contractors, subcontractors, and subrecipients.
- 4) Any sub-agreement in excess of \$25,000.00 entered into as a result of this RGA shall contain all of the provisions of this clause.

34. Electronic Signatures

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for this Agreement. Documents that are referenced by this Agreement may still require manual signatures.

Section IV

In Witness Whereof, the parties hereto have executed this RGA on the day and year first herein above written:

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

City of Pico Rivera

By: *Brian Quacchia*

By: *Steve Carmona*

Printed Name:
Brian Quacchia

Printed Name: Steve Carmona

Title:
Contract Officer

Title: City Manager

Date: 12/16/2021

Date: 12/09/2021

By:

Printed Name:

Title:

Date:

By:

Printed Name:

Title:

Date:

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

Attachment 1

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City of Pico Rivera
Agreement Number 74A1280
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I, Anna M. Jerome, City Clerk of the City of Pico Rivera, do hereby certify that the foregoing Resolution, being Resolution No. 7146 was duly adopted by the City Council of the City of Pico Rivera at a regular meeting of the City Council duly held on August 10, 2021, and thereafter was duly signed by the Mayor of the City of Pico Rivera.



City Clerk

RESOLUTION NO. 7146

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AUTHORIZING THE EXECUTION OF AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE CITY OF PICO RIVERA HISTORIC WHITTIER BOULEVARD MULTI-MODAL REVITALIZATION PLAN

WHEREAS, the City of Pico Rivera (the "City") is eligible to receive Federal and/or State funding for certain transportation planning related plans, through the California Department of Transportation; and


WHEREAS, a restricted Grant Agreement is needed to be executed with the California Department of Transportation before such funds can be claimed through the Transportation Planning Grant Programs; and

WHEREAS, the City wishes to delegate authorization to execute these agreements and any amendments thereto.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pico Rivera to execute all Restricted Grant Agreements and any amendments thereto with the California Department of Transportation.

SECTION 1. The City Clerk shall attest to the passage of this resolution and it shall thereupon be in full force and effect.

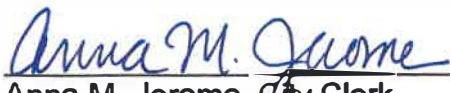
APPROVED AND PASSED this 10th day of August, 2021.




Raul Elias, Mayor

ATTEST:

APPROVED AS TO FORM:



Anna M. Jerome, City Clerk



Arnold M. Alvarez-Glasman
City Attorney

AYES: Camacho, Lara, Lutz, Sanchez, Elias
NOES: None
ABSENT: None
ABSTAIN: None

SCOPE OF WORK

Project Information	
Grant Category	Sustainable Communities Competitive
Grant Fiscal Year	Fiscal Year 2021-22
Project Title	Historic Whittier Boulevard Multimodal Revitalization Plan
Organization (legal name)	City of Pico Rivera

Introduction

The auto-centric bedroom community of Pico Rivera is on the cusp of an evolutionary transition toward a more healthy, sustainable, multimodal, smart city. In particular, the major commercial corridor, Whittier Boulevard, is a centerpiece for transformation, evidenced by the planned LA Metro light rail transit (LRT) extension that will be built just 1.5 miles south of Whittier Boulevard, which will connect to the project area via the planned bus-rapid transit (BRT) line along Rosemead Boulevard, which bisects the project area. The City's 2014 General Plan and Southern California Association of Governments (SCAG) 2020-2045 Regional Transportation Program/Sustainable Communities Strategy (RTP/SCS) have both identified Whittier Boulevard as an "Opportunity Area" for investment in economic development opportunities, mixed and infill development, including increased housing density—while recognizing and maintaining locally, Latino-owned, businesses. Whittier Boulevard also connects to the Lario Bicycle Trail (to the west along the Rio Hondo Channel) and San Gabriel River Bicycle Trail (to the east), providing access to the "Emerald Necklace Park Network" (a 17-mile loop trail system of parks and greenways connecting 10 cities, including the City of Pico Rivera) and the future San Gabriel Valley Regional Greenway Network that connects over 20 cities. Local and regional connectivity through the planned BRT, LRT, and regional active transportation network, coupled with the "opportunity area" designation will fundamentally change how people move in and around Whittier Boulevard.

The project area is primarily comprised of the Historic Whittier Boulevard Commercial Corridor, terminating at the City of Montebello to the west and the City of Whittier to the east. It also includes Durfee Avenue to just north of Bartolo Avenue. The proposed *Historic Whittier Boulevard Multimodal Revitalization Plan (the "Plan")* seeks to leverage the catalytic BRT and LRT while fully embracing "Complete Streets" as the principal doctrine for equitable community development and strategic economic revitalization. This Plan will transform the roadway from its widely-known car-cruising culture to a corridor that

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supports, celebrates and embraces safe, sustainable and healthy mobility alternatives as the primary means for accessing local destinations and businesses, as well as regional destinations via high-quality bus and rail transit. Moreover, the Plan will incorporate a creative, yet robust public participation and collaborative framework that ensures inclusivity and equitable outcomes for residents, businesses and stakeholders.

The City of Pico Rivera recognizes the strong correlation between vibrant street-life, smart and equitable growth, an active and engaged community, and a resilient local economy. Consistent with the 2020-2045 SCAG RTP/SCS, the Historic Whittier Boulevard Multimodal Revitalization Plan is a proactive approach to achieve local, regional and statewide goals. This plan will be the first of many steps to evaluate opportunities, engage stakeholders, and holistically re-envision the future of a historic corridor in Southern California.

The City of Pico Rivera bridges the San Gabriel Valley and Gateway sub-regions of Greater Los Angeles. Pico Rivera is surrounded by freeways, highways, and river channels with bicycle trails, including State Route 60 and the Whittier Narrows Recreation Area to the north, Interstate 605 to the east, Interstate 5 to the south, and bisected by the recently-decommissioned State Route 19/Rosemead Boulevard. The Rio Hondo Channel, along which lays the Lario Bicycle Trail (the longest bikeway in the Los Angeles River Watershed), separates the project area from the City of Montebello to the west. The San Gabriel River to the east, along which lays the San Gabriel River Bicycle Trail, separates the project area from the City of Whittier to the east. Whittier Boulevard, a divided 6-lane east-west major arterial facility, connects Pico Rivera residents and the nearby cities of Montebello and Whittier with Interstate 605. Durfee Avenue, a three-lane roadway connects Whittier Boulevard with Beverly Boulevard to the north and is approximately 2,000 feet east of Rosemead Boulevard. The Alameda Corridor East Construction Authority is currently building an underpass to grade-separate Durfee Ave. and the Union Pacific Railroad tracks with an estimated completion date of May 2022. The City's population is estimated to be 63,432 (U.S. Census Bureau, ACS 2019). All four census tracts encompassing the project area are predominately Latino, representing between 91% - 96% of the total population (Healthy Places Index, 2020).

The relatively compact form (approximately 2 miles east to west and 1.5 miles north to south) and level topography make the project area an excellent candidate for walking and bicycling. Within close proximity, residents of the project area can access a wide variety of destinations including nine schools comprising of three public elementary schools and one public high school, four private schools including two arts academies, and a dual language academy, parks including Rio Vista Park, Pio Pico State Park, Pico Park, Smith Park, and Rio Hondo Park, with multiple grocery stores and other goods and services located along Whittier Boulevard. In addition, many of the following key destinations are within a 5-10 minute walk and/or bike ride for the majority of residents:

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- Pico Rivera Community Garden
- Pico Rivera Library
- Pico Rivera Senior Center
- Pico Pico Women's Club
- St. Hilary Church

The City has laid a strong planning and community engagement foundation in the past decade to position itself for a significant transformation of its land use and transportation network. The City's 2015 Safe Routes to School Plan and 2018 Urban Greening Plan outlined the need, began to set goals and paved the way for the development of a more detailed Whittier Boulevard-focused planning effort for coordinated multimodal transportation infrastructure and land use improvements. This Plan will help reduce single-occupancy vehicle use and increase the share of active transportation as a mode for travel.

The timing for this project is perfect as this Plan will build on numerous transit and land use planning efforts at the regional level, such as the 2020-2045 RTP/SCS which designates Whittier Boulevard as a Priority Growth Area with high-quality transit (Whittier Boulevard has a bus with 15-minute headways) that is targeted for infill, housing and development intensification. Other relevant planning efforts include the extension of the LA Metro Gold Line with a station on Washington Boulevard at the intersection with Rosemead Boulevard (about 1.5 miles south of the Whittier Boulevard study area) and planned implementation of bus-rapid transit on Rosemead Boulevard. The current plans for the grade-separation at Durfee Ave. and the Union Pacific Railroad tracks fails to fully meet the active transportation needs of the area and this plan could help address that. By improving conditions for walking, bicycling and transit, and coordinating transit, active transportation, and land use planning efforts, the Plan will support and help stimulate more compact, infill and transit-oriented development in the Whittier Boulevard corridor.

The need for this plan is great. Residents of Pico Rivera face safety challenges when they walk or bicycle in the project area. According to the Statewide Integrated Traffic Records System, from July 2018 to December 2019, Whittier Boulevard experienced 10 collisions between cars and pedestrians/bicyclists resulting in serious injury or fatality, an increase over previous years. According to the Transportation Injury Mapping System (TIMS), between 2014 and 2019, 36 collisions occurred in the project area, including 17 pedestrian collisions (three of which resulted in fatalities) and 19 bicycle collisions (TIMS, 2014-2019). The majority of pedestrian collisions occurred while using a crosswalk at an intersection, followed by crossing the roadway where no crosswalk exists. On average, from 2014 to 2019, bicycle collisions increased by 13% annually, while pedestrian collisions increased by 42% annually (TIMS, 2014-2019).

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Like many cities in the Los Angeles region struggling to provide basic City services after the repeal of redevelopment, Pico Rivera has very limited resources to implement intensive transportation planning projects. Pico Rivera houses a population with relatively low income compared to the price of housing, and that faces many other economic and environmental challenges. The project area meets the definition of a disadvantaged community based on Cal Enviro Screen (CES) 3.0. Three of the four census tracts in the project area are above the CES 80th percentile and one ranks just .4% under the 75th percentile. Over 75% of the students at the three elementary schools and the middle school adjacent or near the project area qualify for free and reduced-price meals. At Pico Middle School that percentage jumps to 94% of students. (Free and Reduced Meal Program, 2019-2020).

The City will conduct an intensive participatory planning effort to prepare a community-driven Plan that connects residential areas to schools, stores, the library, parks and future growth areas in the project area. Doing so will reduce vehicle miles traveled, GHG emissions, and improve safety for all modes of travel. Pico Rivera residents on average travel more than 30 minutes to commute to work, with 84% of the population driving alone (ACS 5 Year Estimates, 2019). This project will address the issues mentioned above by obtaining public input through a community design charrette process. Special efforts will be made to engage residents who can't afford a car or are not able to drive, i.e. low-income residents, children going to and from school and parks, seniors who need access to vital services and transit users. Once the barriers have been identified, the design team will work with stakeholders to develop recommendations that include changes to both the design and operation of roadways to accommodate users of all ages and abilities. The Plan will evaluate the key issues listed above and develop a prioritized list of projects, a toolbox of solutions and conceptual designs/preliminary cost estimates for pedestrian, bicycle, and transit improvements. The Plan will provide city leaders, staff and the community at large a blueprint for moving forward with creating a more integrated active transportation network. The Plan will also help the City prioritize funding for future implementation of active transportation projects.

Project Stakeholders

The City of Pico Rivera is the proposal applicant and will be the grant recipient. The City will partner with the Local Government Commission (LGC) and Public Health Advocates (PH Advocates), both 501(c)3 non-profit organizations.

The City will select a technical consultant team through a competitive bid process to produce the plan. The selected consultant will have expertise in multimodal transportation planning and urban design.

The roles and responsibilities of the City, LGC, PH Advocates, and the consultant team are

detailed below.

City of Pico Rivera

The City is the lead applicant for the project. The project will be overseen by a small strike team comprised of staff from the City Manager's Office, the Community & Economic Development and Public Works departments. The City will execute the Restricted Grant Agreement with Caltrans and execute contracts with its sub-applicant and consultant team. The City, with support from LGC and PH Advocates, will assemble a Project Advisory Group and conduct a competitive bid process to select a qualified consultant team with multimodal transportation planning and urban design expertise. The City will provide \$18,014 in staff time dedicated to the project and \$25,000 in local Measure R funds to meet the 11.47 percent local match. Staff will coordinate with Caltrans District staff and other project partners and agencies, participate in community engagement activities, attend meetings, provide data and policy documents, review consultant products, and direct revisions. City staff will prepare quarterly invoices and reports to Caltrans with support from LGC. Staff will also coordinate with partners to help publicize the project and ensure public participation in all aspects of the community planning process.

Local Government Commission (LGC)

LGC will assist with project management and RFP development for consultant selection. LGC will help the City assemble a Project Advisory Group and Technical Advisory Committee, organize the community engagement events, develop publicity materials with local input, and document public input for inclusion in the resulting plan document. LGC staff will facilitate community engagement activities including in-person and virtual workshops, walking and bicycling assessments, and stakeholder listening sessions and focus group meetings. LGC staff has extensive experience in public engagement in planning processes, multi-modal transportation planning and community design. Since 2001, LGC staff has worked on over 70 planning projects funded by Caltrans throughout the state. LGC staff also conduct workshops on Designing for Pedestrian Safety (for the Federal Highway Administration), Safe Routes to School (for the National Center for SRTS), and Complete Streets (for the National Complete Streets Coalition). LGC has staff that is fluent in Spanish and can conduct meetings and workshops in English and Spanish.

Public Health Advocates (PH Advocates)

PH Advocates will assist with identifying community-based partners to join the Project Advisory Group to direct the development of a comprehensive, inclusive, and effective community outreach and engagement plan, to lead and participate in community engagement events, to identify community stakeholders to include on the Advisory Group, develop publicity materials, distribute flyer and posters to schools and businesses, and assist with the documentation of public input for inclusion in the plan document. PH Advocates will staff and facilitate community engagement activities including workshops,

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focus group meetings and stakeholder listening sessions. PH Advocates is a nonprofit 501(c)3 organization that has been working to create policies for healthy communities across the state, including in Southern California since 1999. PH Advocates has experience conducting community outreach for similar planning projects, including several community planning efforts throughout the Los Angeles region such as the San Fernando Safe and Active Streets Plan, Healthy Kids Healthy Communities (HKHC), First 5 LA, LA County RENEW, and the Healthy Eating Active Communities (HEAC) projects. PH Advocates has staff that is fluent in Spanish and can conduct meetings and workshops in English and Spanish.

Consultant

The selected consultant (or team of consultants) will be responsible for technical analysis, documentation mapping and evaluation for the project. The consultant will analyze and document baseline conditions for land use, multimodal access, connectivity and traffic safety and operations, coordinate with the Technical Advisory Committee, will actively participate in community engagement activities, will develop design concepts and recommendations that respond to input from residents, stakeholders and responsible agencies, and prepare the plan document. Core components of the plan will include:

1. A comprehensive summary of the community engagement process and input received;
2. An overall framework plan for on- and off-street connections within and to the plan area with proposed development, circulation, and access patterns consistent with the desired community character;
3. Conceptual designs for public and private development opportunity sites and bringing streets in the area up to current complete street standards, including pedestrian, bicycle and transit facilities and enhanced streetscapes to support walking and bicycling. Graphic street designs and/or simulations will provide a visualization tool for the public to understand roadway cross-sections and their interaction with adjacent land uses;
4. Land use plan with recommended zoning and standards to support walkable, mixed-use infill, affordable housing and transit-oriented development;
5. An implementation strategy that identifies short- and long-term infrastructure improvements, funding and financing opportunities, and process for instituting policy and regulatory changes to implement the plan.

Overall Project Objectives

The project and resulting products will address the following community sustainability and livability objectives:

- Equitably engage and empower residents, especially those who are disenfranchised, to actively participate in the City's decision-making and planning processes.

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- Identify obstacles to multimodal mobility, access, safety, and comfort in the corridor areas and nearby neighborhoods.
- Identify transportation, land use and infrastructure challenges that impact business performance and development opportunities.
- Identify improvements to provide a complete and coherent network for bicyclists, pedestrians and users of transit.
- Recommend locations and engineering treatments to moderate traffic speed (where needed), improve pedestrian crossings, and otherwise improve safety for cyclists, pedestrians and other vulnerable road users (including those with physical disabilities, seniors, and children).
- Increase transit use and access through first and last mile improvements within the project area and between the project area and nearby planned transit facilities (LA Metro Gold Line extension station at Washington and Rosemead Boulevards and the future BRT line along Rosemead Boulevard).
- Identify opportunities for new, mixed-use development and higher density transit-oriented affordable housing for a variety of income levels.

Summary of Project Tasks

Task 01: Project Administration

Kick-Off Meeting with Caltrans: The City will schedule a project kick-off meeting with Caltrans to review the scope of work for the grant, Consultant selection process, grant reporting, invoicing and other elements of the grant requirements.

Quarterly Progress Reports: The City will submit quarterly project reports and fiscal reports to Caltrans District staff to provide a summary and percent completion of project progress and grant/local match expenditures.

Invoicing: The City will submit complete invoice packages to Caltrans District staff (at least quarterly, but no more frequently than monthly).

Task Deliverables
<ul style="list-style-type: none">• Notes from the kick-off meeting with Caltrans• Quarterly Progress Reports• Quarterly invoice packages

Task 02: Consultant Procurement

The City, with assistance from the Local Government Commission, will prepare a request for proposals (RFP) to solicit a consultant or team of consultants with the necessary technical expertise to develop the plan. The RFP will follow the proper procurement

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procedures established by Caltrans for these projects. The RFP will be posted on the City's Website using the Planet Bids platform and will be sent to a wide distribution of firms in California with expertise in active transportation, trail development, traffic engineering, transportation planning and urban design. Consultants will be given three or more weeks to submit proposals. Once received, City staff will assemble a review panel that includes City and LGC staff. If the panel deems it necessary, in-person or videoconference interviews will be held with some of the applicants. Once a consultant team has been chosen, LGC will prepare an agreement for services with the consultant. Once a contract is in place, City, LGC, and PH Advocates staff will hold a kickoff meeting with the consultant.

Task Deliverables

- Copy of the Request for Proposals
- Copy of the scoring sheets used by reviewers
- Copy of the contract between consultant and grantee
- Copies of all amendments to the consultant contract (if any)
- Meeting notes from project kick-off with consultant

Task 03: Contracting with Sub-Applicants

The City will prepare an agreement to secure the services of the Local Government Commission, a sub-applicant on this project. The LGC is a nonprofit organization that will be assisting with the execution of the project. LGC will then prepare an agreement with PH Advocates, the other sub-applicant on this project, and a nonprofit organization that will be assisting with the execution of the project.

Task Deliverables

- Copy of contract with the Local Government Commission and Public Health Advocates

Task 1: Community Outreach

The City, LGC, and PH Advocates will identify key stakeholders, assemble an advisory group and a technical advisory group, develop an outreach and engagement strategy, and produce and distribute outreach materials. Activities to be completed under this task include:

Develop the Project Stakeholder List

PH Advocates, with support from the City, will develop a stakeholder list of City, Caltrans, LA County Department of Public Health, Southern California Association of Governments (SCAG), Los Angeles Metro (LA Metro), El Rancho Unified School District representing nearby schools (Durfee Elementary School, Montebello Gardens Elementary School, North Park Academy of the Arts, and North Ranchito Elementary School), representatives from

local private schools (Armenian Mesrobian School and St. Hilary's K-8), Amigos de los Rios (Emerald Necklace Park Network), City of Montebello and City of Whittier staff, the Latin Business Association, Pico Rivera Chamber of Commerce, Rio Hondo College, Alta-Med, LA County Sheriff's station, elected offices (US Reps, State reps, County reps, and various district-level reps.) and other businesses, community organizations, advocacy groups, neighborhood leaders and residents, property owners and other interest groups that reflect the demographics and perspectives of City residents. Special efforts will be made to identify agencies and organizations that work with disadvantaged communities.

Assemble Project Advisory Group

PH Advocates, with support from the City, will establish an advisory group of approximately 8-12 individuals that will provide guidance as the Plan is developed. Participants will include representatives from Caltrans District 7, local and regional agencies and other organizations and groups from the stakeholder list developed under the previous task. The group will identify important sensitivities to consider and pertinent information regarding the conditions, history, and needs of the community. It will help determine strategies for engaging all segments of the community and maximizing participation at public events, as well as opportunities for coordination and synergy with other community initiatives and planning activities impacting the community. Meetings will also provide a venue for discussion of plan concepts and strategies for plan implementation.

Assemble Technical Advisory Committee (City, LGC, Consultant)

LGC, with support from the City, will establish a technical advisory committee made up of city staff, local, regional and state transportation agency representatives, and economic development and housing agency representatives who will provide project technical guidance to inform the content of the Historic Whittier Boulevard Multimodal Revitalization Plan. The LGC and Consultant will lead the TAC meetings, with support from the City.

Conduct Advisory Group Meetings

The Project Advisory Group is expected to meet on three occasions during the course of the project, with the possibility of additional meetings as needed. In the event that COVID-19 restrictions are still in place, the meetings and workshops will be conducted online.

- The first meeting is anticipated approximately 3 to 4 months before the community engagement events. Agenda topics will include: key issues to address in the Plan, problem areas to study, locations with the greatest safety challenges, scheduling and location for outreach events, key stakeholders to invite, and strategies for engaging underserved residents.

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- The second meeting is anticipated approximately one to two months before the engagement events. The agenda will focus on a review of existing conditions prepared by the consultant team and outreach and planning for the events.
- The third meeting is anticipated approximately one to two months following the community charrette events described under Task 3 below to review proposed concepts developed during and after the engagement events.

Conduct Technical Advisory Committee Meetings

The Technical Advisory Committee (TAC) will meet periodically throughout the project on an as-needed basis. The TAC will come together to give the City and consultant advice and input on the existing conditions analysis, content for the sections of the draft plans and potential alternatives to recommendations in the draft plans. Efforts will be made to hold any TAC meetings in conjunction with the Project Advisory Group meetings listed above. The TAC meetings are an opportunity to seek and collect TAC member's feedback and input on the plan elements prior to seeking community input on the draft plans.

Produce and Distribute Outreach Materials

PH Advocates will work closely with the City, LGC, and advisory group members to identify and implement effective outreach and publicity methods to ensure public awareness and participation in the community events. Special efforts will be made to reach lower-income, underserved members of the community. Specific tasks will include:

- **Materials.** PH Advocates will produce flyers and posters publicizing events for community-wide distribution. All materials will be produced in English and Spanish.
- **Distribute.** Advisory group members and select stakeholders will be asked to distribute flyers and information about the engagement events through their networks and at meetings and festivals. All K-8 schools will be asked to send announcements and flyers home with their students and to publicize events through phone and email outreach methods.
- **Media.** Announcements and press releases will be distributed to local and regional media, including but not limited to the Whittier Daily News, and other outlets identified by the Advisory Group. LGC staff will also work with City staff and Advisory Group members to identify social media platforms that residents use. The City will work on setting up changeable message signs or banners announcing events. Announcements, project information, presentations and plan documents will be posted on the City's Virtual City Hall project website, and events will be publicized on social media platforms and through newsletters.

Task Deliverables
<ul style="list-style-type: none"> • List of stakeholders • List of Advisory Group members • Notes from Advisory Group meetings • Copies of outreach materials • Summary of how outreach materials were distributed

Task 2: Existing Conditions and Corridor Analysis

Inventory of Policies, Plans, Projects and Programs

The consultant will inventory and review local and regional plans and projects that address active transportation and coordinated transportation and land use planning, including but not limited to: 2014 General Plan, 2020 EV Charging Station Study, 2020 Local Development and Sustainability Business Plan, 2020-2045 RTP/SCS (known as "Connect SoCal"), 2020 Los Angeles County Bus Rapid Transit (BRT) and Street Design Improvement Study recommending BRT service along Rosemead Boulevard, the Durfee Avenue Grade Separation project at Durfee Avenue and Beverley Boulevard, I-605 Corridor Hot Spots Program identifying improvements at the Whittier Boulevard on/off ramps, LED Streetlight Conversion Project, the Transit Oriented Development (TOD) Specific Plan for the Gold Line Eastside Extension at the future station site at Rosemead and Washington Boulevards. The consultant will also coordinate with the County, LA Metro, SCAG and Caltrans District staff to understand any future expenditures specific to active transportation projects that could affect the recommendations for the plan.

PH Advocates and the consultant will reach out and coordinate with the school district and individual schools as well as with the Los Angeles County health department to document student safety, education, and encouragement programs implemented at the local school level or district wide. PH Advocates staff will reach out to health agencies and organizations to identify current healthy community advocacy and education programs available to the residents of Pico Rivera that may be integrated into future active transportation programs. The consultant will provide a technical memorandum summarizing existing and future policies, plans, projects and programs.

Data Collection and Analysis

The consultant will compile and examine existing traffic safety, circulation and operations issues for pedestrians, bicyclists and motorists and develop socio-demographic analysis related to the need, demand, and potential for walking and bicycling (e.g. vehicle ownership, gender, age, etc.) using available existing data. In addition, the Consultant shall evaluate the following:

- Collection and review of available GIS data. The consultant will be responsible for integrating available data, and generating data where none currently exists, to

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develop GIS layers necessary for base mapping and design. The Consultant will work directly with City staff for layering and formatting of GIS layers.

- Evaluate existing bicycle and pedestrian trips using the Strava bicycle and pedestrian activity data; Review pedestrian and bicycle activity data available from the City including traffic data collected by the City, Safe Routes to School information and available bicycle data from recently completed studies or reports.
- Evaluate collision data using recognized statewide standardized data to map injuries and fatalities to pedestrians and bicyclists in traffic collisions.
- Inventory land uses, key development and redevelopment opportunity sites, and key destinations such as local and regional shopping and service areas, schools, parks, job centers, transit centers, and other activity nodes within or in the vicinity of the project area. The consultant will work with the City to identify end-of-trip facilities, wayfinding, and adopted policies serving to support and encourage active transportation and transit travel.

Analysis of Opportunities and Constraints

The consultant will analyze the data collected and summarize opportunities and constraints of the corridor and adjoining streets that will form a chapter of the final planning document.

Land Use Documentation

- The consultant will map out land use, ownership, right-of-way and topographical baseline conditions for consideration and assessment of the feasibility of improvement strategies and design alternatives.

Traffic and Circulation Analysis

- The consultant will compile and examine existing traffic safety, circulation and operations issues for pedestrians, bicyclists and motorists associated with the configuration of the roadways and along the corridor.

Base Maps

The consultant will prepare a series of base maps to document and illustrate existing conditions and for design and analysis work and use by residents at engagement activities.

Existing Conditions Report

The consultant will provide a report summarizing the data analysis and multimodal infrastructure, traffic, circulation and land use conditions, and strengths to build upon and barriers to address.

Task Deliverables
<ul style="list-style-type: none">• Technical memorandum summarizing existing policies, plans, projects and programs• Data analysis• Technical memorandum on existing conditions• Base maps

Task 3: Community Engagement

As with any community planning or development process, the community engagement efforts for this project will help to affirm community values, needs and aspirations and ultimately drive the development of the final plan so that it reflects and advances the community's vision for the future. To support this goal, LGC will work closely with the City to conduct a series of activities to engage residents both in-person and digitally.

A multi-day charrette is the centerpiece of the community-based planning effort and will consist of multiple public engagement activities over a concentrated period of time. The purpose of the charrette will be to identify goals, objectives and guiding principles for the plan while beginning to identify proposed design solutions. LGC will organize and facilitate the events with the consultant team working alongside throughout, listening and translating the input into design concepts and improvements to include in the plan.

Design charrettes consist of a series of events that can include: highly interactive workshops, exercises, walkability and/or bicycling audits, stakeholder meetings, design table exercises, pop-up booths, and other activities that provide residents and key stakeholders a direct role in developing a plan for the future. By concentrating activities over a short period of time, charrettes help capture attention, encourage the involvement of residents, and create a "buzz" that draws more interest from the community and the media. The iterative process used in a charrette also helps develop cross-agency and cross-community sector buy-in and support for the resulting plan and its recommendations.

Virtual City Hall Project Website

To complement the design charrette, the City will deploy a Virtual City Hall (VCH) platform to enhance resident engagement, service delivery and planning processes. Through the use of smart, mobile devices (e.g. smartphones, tablets, etc.), the system will utilize a state-of-art 311 system and custom planning module to help residents capture on-site field conditions with detailed comments and concerns about specific streets and intersections. All information gathered will be directly integrated with the City's geographical information system (GIS) and enable customizable information dashboards, reports, and mapping tools. The VCH system will enrich the interactive virtual experience while

boosting on-demand information and communications at any time and place that is most convenient for each individual participant.

The consultant team will work with the City to create a project website on the VCH that will house all project information including, but not limited to a storyboard map, videos, messages and notifications, surveys, analysis, and reports. The project website will be used to keep residents updated on the planning effort, distribute notices about events, as provide copies of the draft and final plans. The LGC and PH Advocates will also provide content for the project website.

Agenda Development and Logistics

LGC, in coordination with the City, advisory group and consultant, will develop a detailed agenda for the design charrette events and activities. The City and LGC, with help from the advisory group and co-sponsors, will arrange facilities and food (in accord with grant guidelines for eligible snack and refreshment expenses), and other supporting promotional and celebratory activities.

Community Design Charrette

The LGC, City and Consultant will organize a five-day community design charrette. In the event that COVID-19 restrictions are still in place, meetings, workshops, walk and/or bike audits, data-sharing, real-time progress tracking dashboards will take place using the Virtual City Hall technology system. This system will also include phone conferencing capability for those who do not have access to a computer or the internet. The draft schedule of activities will include:

- Approximately 4-5 small focus group meetings with key stakeholders (e.g., government agencies, community service providers, school district and students, businesses, emergency responders, multifamily residents, etc.) to gain a better understanding of the concerns and issues. Meetings are typically 60-90 minutes in length.
- Kick-off community workshop, typically on a weekday evening to ensure broad participation. The kick-off workshop will provide participants with an overview of the project goals and objectives and will include a visioning presentation, exercises and activities to gather community input such as design table maps in which small groups work together to write and draw their ideas on aerial maps. In the event COVID-19 restrictions are still in place, the event will be converted to a virtual workshop utilizing LGC's experience with interactive online collaborative tools such as Mural and Zoom's interactive features.
- Facilitated walk and/or bike audits to observe conditions and discuss solutions. Bike audits will be conducted in conjunction with the Los Angeles County Sheriff's Bicycle Patrol Unit and in coordination with the City's Bike Education and

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Recreation (BEAR) program. In the event COVID-19 restrictions are still in place, the walk and/or bike audits will be conducted by the consultant team with 3-5 members of staff, the Advisory Group, and/or Technical Advisory Committee so that they can remain properly distanced.

- Consultant team members working for several days on-site in intense production to develop preliminary recommendations and illustrative graphics. In the event COVID-19 restrictions are still in place, the consultant team will work remotely.
- Afternoon or evening open studios where residents can view work in progress, interact with the team and provide feedback. In the event COVID-19 restrictions are still in place, the event will be converted to a virtual workshop utilizing LGC's experience with interactive online collaborative tools such as Mural and Zoom's interactive features.
- Review of concepts with City of Pico Rivera, City of Montebello, City of Whittier, LA County, LA Metro, SCAG and Caltrans staff.

Community Workshop on Draft Plan

Following the preparation of the draft plan, the Consultant, with support from LGC and PH Advocates will organize and widely publicize an evening workshop where the consultant team will present to stakeholders and the community the draft plan. This will provide an opportunity for stakeholders and residents to provide feedback on the recommendations and to make sure critical issues have been addressed. In the event COVID-19 restrictions are still in place, the workshop will be conducted remotely using the Virtual City Hall technology system and/or other interactive online collaborative tools such as Mural and Zoom's interactive features.

On-line Survey of Full Draft Concepts

Recognizing that not all community members will be able to attend the workshops and to ensure broader public feedback and input, the proposed concepts will be posted on-line with a survey in English and Spanish allowing people to weigh in over the course of a few weeks with their preferences, concerns, comments and suggestions. The survey will be available in paper format for those who do not have internet access or prefer to complete by hand.

Task Deliverables
<ul style="list-style-type: none">• Agenda for Community Engagement Charrette• Sign-in sheets• Presentations• Notes on community comments received during charrette activities• Photos• Receipts for light snacks (with prior approval from Caltrans)

- Agenda for draft plan workshop
- Notes on community comments received during draft plan workshop

Task 4: Draft and Final Plan

The final deliverable will be a Historic Whittier Boulevard Multimodal Revitalization that will guide the City as it moves to implement projects that improve conditions for walking and bicycling along Whittier Boulevard and a portion of Durfee Avenue. The plan will include detailed recommendations for street design, intersections, trails, and crosswalks. It will be graphically illustrated with maps and drawings, including sections, plan views, and detailed recommendations for public infrastructure improvements, including small and immediately feasible enhancements, and larger, more complex, longer-term and capital-intensive projects.

Plan Goals and Objectives

Based on the input received from the variety of community engagement events and the web site, the consultant will develop draft active transportation goals and objectives. Statewide and regional goals for safety, sustainability, mobility and accessibility, and equity, including those in the Caltrans Smart Mobility 2010 Principles, will provide a starting point and be supplemented to address local context and availability of data. The results of this task will be used to tailor active transportation goals and objectives for Pico Rivera. The goals and objectives will be measurable and consider metrics utilized by other jurisdictions.

Develop Design Alternatives

The consultant will work with the City to develop alternatives for pedestrian, bicycle, land use and infrastructure recommendations such as opportunities for new, mixed-use development and higher density transit-oriented affordable housing for a variety of income levels and that promote transit use and access through first and last mile improvements within the project area and between the project area and nearby planned transit facilities (the future BRT line along Rosemead Boulevard and the LA Metro Gold Line extension station at Washington and Rosemead Boulevards). Recommendations will be based on input from the community. Additional recommendations will be determined through the technical analysis of constraints and opportunities in the existing conditions report.

Mapping of draft alternatives will be presented to the advisory group for review and comment. The consultant will create maps that illustrate conceptual designs for suggested alternatives. The consultant will prepare an analysis to identify priority areas for improvements using evaluation criteria such as collision history, access to local and regional destinations, current and potential demand, availability of vacant or underutilized

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properties, equity, public input, and regional connectivity. The ranking criteria should be based on the goals and objectives developed for the plan.

High-level cost estimates will be developed for similar improvements to position the City for potential funding applications and incorporation into private development and public capital improvement projects. Estimates should include information about capital costs to implement projects as well as maintenance costs related to pavement and landscaping upkeep, and maintenance of traffic control devices, striping, signs, and lighting where applicable. Facility design, improvements and maintenance considerations will be evaluated for compliance with American with Disabilities Act (ADA) standards. An implementation matrix will be developed for the list of pedestrian improvements.

Develop Implementation Plan

The consultant, working closely with the City, LGC, PH Advocates and local stakeholders, will prepare an implementation plan that identifies policy and regulatory changes and improvement projects, phasing/timing, cost estimates, and available funding sources. The plan will also identify steps for securing additional funds necessary for implementation. The funding sources could include local, regional, state, and federal sources, and would include a variety of fund types including transportation, air quality, water quality, parks, health, and sustainability. The funding list will include public and private sources and details on what each funding source can address such as feasibility analysis, environmental review, right-of-way acquisition, final design, construction, and maintenance.

The funding list will identify the most likely near-term funding sources which consider Federal, State, and local requirements as well as locally adopted policies to determine “likely” funding sources. The information will include the anticipated schedule for calls, and key information related to match requirements. The funding matrix will be developed to help guide and position the City for potential funding opportunities.

Draft Plan

The consultant will incorporate the results of prior tasks to produce the full draft plan. LGC and PHA will prepare a section summarizing the public process and documenting community engagement for inclusion in the document. Following administrative review by the City and Caltrans, the draft will be made available for review by the Advisory Group, local agencies and the public. The City will post a notice on its website when the draft plan is available and make it available for download. The plan will include a summary of the next steps towards implementation and will credit Caltrans on the title page.

Final Plan

Based on the review of the draft plan during the Community Workshop on the Draft Plan (task 3) and input received from the City, the Consultant will prepare a Final Plan document.

Task Deliverables
<ul style="list-style-type: none">• Draft and final goals and objectives• Design alternatives considered• Implementation Plan• Draft plan• Final plan

Task 5: Plan Review/Approval

Planning Commission Presentations

The consultant, LGC and City staff will bring the plan before the Planning Commission for plan review and approval to take before the City Council for adoption.

Final Plan Adoption or Approval

The consultant and LGC will present the plan to the City Council for adoption or approval. The City will submit an ADA accessible electronic copy of the final document to Caltrans. In the event COVID-19 restrictions are still in place, the consultant and LGC will request to make a remote, virtual presentation to adopt the Final Plan.

Task Deliverables
<ul style="list-style-type: none">• Presentations to Planning Commission• City Council agenda• Meeting minutes with City Council approval• Presentation to City Council• Final hard copy of plan• Final ADA accessible electronic copy of plan

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California Department of Transportation
Sustainable Transportation Planning Grant Program
PROJECT COST AND SCHEDULE

Grant Category Sustainable Communities Competitive
Grant Fiscal Year Fiscal Year 2021-22
Project Title Historic Whittier Boulevard Multimodal Revitalization Plan
Organization (legal name) City of Pico Rivera, California

Task #	Task Title	Estimated Grant Amount*	Estimated Local Cash Match*	Estimated Local In-Kind Match*	Estimated Total Project Cost*	FY 2021/22												FY 2022/23												FY 2023/24												
						A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J		
01	Project Administration (no more than 5% of total Grant Award)	\$6,175	\$800	\$0	\$6,975																																					
02	Consultant Procurement	\$8,397	\$1,088	\$0	\$9,485																																					
03	Contracting with Sub-Applicants	\$895	\$116	\$0	\$1,011																																					
1	Community Outreach	\$40,333	\$5,226	\$0	\$45,559																																					
2	Existing Conditions and Corridor Analysis	\$82,400	\$10,676	\$0	\$93,076																																					
3	Community Engagement	\$87,000	\$11,272	\$0	\$98,272																																					
4	Draft and Final Plan	\$98,600	\$12,775	\$0	\$111,375																																					
5	Plan Review/Approval	\$8,200	\$1,062	\$0	\$9,262																																					
Totals		\$332,000	\$43,015	\$0	\$375,015																																					

* Use only whole dollars in the financial information fields. Dollar amounts must be rounded up/down and decimals should not be shown.

Does your agency plan to request reimbursement for indirect costs? ☐ Yes ☒ No If yes, what is the estimated indirect cost rate? _____

Does your agency plan to use the Tapered Match approach for invoicing purposes? ☒ Yes ☐ No



California Department of Transportation
Division of Transportation Planning

Sustainable Transportation Planning Grant Program

Fiscal Year 2021-22

GRANT APPLICATION GUIDE

Sustainable Communities and
Strategic Partnerships

Grant Application Deadline

Friday, February 12, 2021 at 5:00 P.M.

Submit Applications to: Regional.Planning.Grants@dot.ca.gov



ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

Updated December 2020

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1. GRANT PROGRAM OVERVIEW

The Sustainable Transportation Planning Grant Program was created to support the California Department of Transportation's (Caltrans) Mission: Provide a safe, sustainable, integrated and efficient transportation system to enhance California's economy and livability.

The California Legislature passed, and Governor Edmund G. Brown Jr. signed into law, Senate Bill 1 (SB 1, Beall, Chapter 5, Statutes of 2017), the Road Repair and Accountability Act of 2017, a transportation funding bill that will provide a reliable source of funds to maintain and integrate the State's multi-modal transportation system. In addition to the \$9.5 million in traditional State and federal grants, approximately \$25 million in SB 1 funds for Sustainable Communities Grants is available for the Fiscal Year (FY) 2021-22 grant cycle. The period of grant fund availability spans over three FYs and approximately 27 months for grant project activities after the grant agreement is executed and Caltrans issues a Notice to Proceed. Refer to Chapter 8.2 for details regarding the anticipated grant project start and expiration dates.

The SB 1 grant funding is intended to support and implement Regional Transportation Plan (RTP) Sustainable Communities Strategies (SCS) (where applicable) and to ultimately achieve the State's greenhouse gas (GHG) reduction target of 40 and 80 percent below 1990 levels by 2030 and 2050, respectively.

Eligible planning projects must have a transportation nexus per Article XIX Sections 2 and 3 of the California Constitution. Therefore, successful planning projects are expected to directly benefit the multi-modal transportation system. These grants will also improve public health, social equity, environmental justice, the environment, and provide other important community benefits.

1.1 Sustainable Transportation Planning Grant Summary Chart

Grant	Fund Source	Purpose	Who May Apply	Local Match
Sustainable Communities Competitive	Budget RMRA and SHA State funds Approx. \$17 million Approx. \$3 million will be set aside for technical projects such as data acquisition or travel model updates Goal: 50% of grants should benefit Disadvantaged Communities*** Grant Minimum \$50,000 for Disadvantaged Communities, including Native American Tribal Governments and rural communities; \$100,000 for all others Grant Maximum \$700,000	Funds local and regional multimodal transportation and land use planning projects that further the region's RTP SCS (where applicable), contribute to the State's GHG reduction targets, and assist in achieving the Caltrans Mission and Grant Program Objectives (See Chapter 1.2).	The following are eligible to apply as a primary applicant: <ul style="list-style-type: none"> • MPOs with sub-applicants • RIPAs • Transit Agencies; • Cities and Counties with compliant Housing Elements and completed Annual Progress Reports; • Native American Tribal Governments • Other Public Transportation Planning Entities The following are eligible to apply as a sub-applicant: <ul style="list-style-type: none"> • MPOs/RIPAs • Transit Agencies • Universities and Community Colleges • Native American Tribal Governments • Cities and Counties with compliant Housing Elements and completed Annual Progress Reports • Community-Based Organizations • Non-Profit Organizations (501.C.3) • Other Public Entities** 	11.47% minimum (in cash or in-kind* contribution). The entire minimum 11.47% local match may be in the form of an eligible in-kind contribution. Staff time from the primary applicant counts as a cash match.
	Budget RMRA State funds \$12.5 million			
Sustainable Communities Formula	Budget RMRA State funds \$12.5 million	Funds local and regional multimodal transportation and land use planning projects that further the region's RTP SCS (where applicable), contribute to the State's GHG reduction targets, and assist in achieving the Caltrans Mission and Grant Program Objectives (See Chapter 1.2).	The following are eligible to apply as a primary applicant: <ul style="list-style-type: none"> • MPOs 	11.47% minimum (in cash or in-kind* contribution). The entire minimum 11.47% local match may be in the form of an eligible in-kind contribution. Staff time from the primary applicant counts as a cash match.

* For third party in-kind contribution requirements, refer to Chapter 5.4 of this Guide.

** Public entities include state agencies, the Regents of the University of California, district, public authority, public agency, and any other political subdivision or public corporation in the State (Government Code Section 811.2).

*** For purposes of this grant program, disadvantaged communities are the most vulnerable places that are facing disproportionate rates of economic, environmental, and health burdens, and are defined according to the tools in Appendix A.

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Grant	Fund Source	Purpose	Who May Apply	Local Match
Strategic Partnerships	Budget FHWA SPR, Part I Federal funds \$1.5 million Grant Minimum \$100,000 Grant Maximum \$500,000	Funds transportation planning studies in partnership with Caltrans that address the regional, interregional and statewide needs of the State highway system, and also assist in achieving the Caltrans Mission and Grant Program Objectives (See Chapter 1.2).	The following are eligible to apply as a primary applicant: <ul style="list-style-type: none"> • MPOs • RTPAs The following are eligible to apply as a sub-applicant: <ul style="list-style-type: none"> • MPOs/RTPAs • Transit Agencies • Universities and Community Colleges • Native American Tribal Governments • Cities and Counties • Community-Based Organizations • Non-Profit Organizations (501.C.3) • Other Public Entities** 	20% minimum (in non-federal funds or an in-kind* contribution). The entire minimum 20% local match may be in the form of an eligible in-kind contribution. Staff time from the primary applicant counts as a cash match.
	Budget FTA Section 5304 Federal funds \$3 million Grant Minimum \$75,000 for rural RTPAs; \$100,000 for MPOs Grant Maximum \$500,000	Funds multi-modal planning studies, with a focus on transit, in partnership with Caltrans, of regional, interregional and statewide significance, and also assist in achieving the Caltrans Mission and Grant Program Objectives (See Chapter 1.2)	The following are eligible to apply as a primary applicant: <ul style="list-style-type: none"> • MPOs • RTPAs The following are eligible to apply as a sub-applicant: <ul style="list-style-type: none"> • MPOs/RTPAs • Transit Agencies • Universities and Community Colleges • Native American Tribal Governments • Cities and Counties • Community-Based Organizations • Non-Profit Organizations (501.C.3) • Other Public Entities** 	11.47% minimum (in non-federal funds or an in-kind* contribution). The entire minimum 11.47% local match may be in the form of an eligible in-kind contribution. Staff time from the primary applicant counts as a cash match
* For third party in-kind contribution requirements, refer to Chapter 5.4 of this Guide. ** Public entities include state agencies, the Regents of the University of California, district, public authority, public agency, and any other political subdivision or public corporation in the State (Government Code Section 811.2).				

1.2 Grant Program Objectives and Considerations

Successful grant applications address and articulate how the project relates to the Caltrans Mission, Grant Program Objectives, and Grant Program Considerations. The Grant Specific Objectives identified in Chapters 2.1, 3.1, and 4.1 indicate the specific purpose of the Sustainable Communities Grants and Strategic Partnership Grants, respectively, and must also be considered when preparing an application.

Grant Program Objectives

The following Grant Program Objectives are focused on achieving the Caltrans Mission and are intended to inform application development, including:

Objective	Description
Sustainability	Promote reliable and efficient mobility for people, goods, and services, while meeting the State's GHG emission reduction goals, preserving the State's natural and working lands, and preserving the unique character and livability of California's communities.
Preservation	Preserve the transportation system through protecting and/or enhancing the environment, promoting energy conservation, improving the quality of life, and/or promoting consistency between transportation improvements and State and local planning growth and economic development patterns.
Accessibility	Increase the accessibility of the system and mobility of people, inclusive of those with disabilities, and freight.
Safety	Increase the safety and/or security of the transportation system for motorized and active transportation users.
Innovation	Promote the use of technology and innovative designs to improve the performance and social equity of our transportation system and provide sustainable transportation options.
Economy	Support the economic vitality of the area (i.e. enables global competitiveness, enables increased productivity, improves efficiency, increases economic equity by enabling robust economic opportunities for individuals with barriers to employment and for Disadvantaged Business Enterprise (DBE), etc.).
Health	Decrease exposure to local pollution sources, reduce serious injuries and fatalities on the transportation system, and promote physical activity across the life span, inclusive of those with disabilities, especially through transportation means.
Social Equity	All of these objectives should promote transportation solutions that focus on and prioritize the needs of disadvantaged communities most affected by poverty, air pollution and climate change, and promote solutions that integrate community values with transportation safety and performance while encouraging greater than average public involvement in the transportation decision making process.

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Grant Program Considerations

The Grant Program supports related State and federal mandated initiatives. The Plans and Programs listed below should be considered in grant application development. Definitions and links to these resources can be found in Appendix A.

Caltrans Strategic Management Plan

The purpose of the Strategic Management Plan is to be a roadmap of Caltrans' role, expectations, and operations as we meet the challenges of modernizing Caltrans into a world-class Department of Transportation. The tools we use to implement this Plan are performance management, transparency, accountability, sustainability, and innovation. The Plan serves a number of functions:

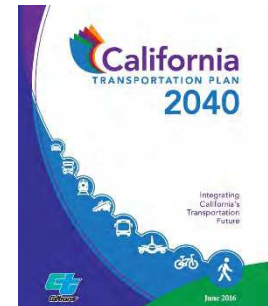
- Provides clear direction for meeting statewide objectives;
- Creates and deepens strategic partnerships; and
- Provides performance measures that monitor success

This roadmap is used to guide and inform the development of the Sustainable Transportation Planning Grant Program.



California Transportation Plan 2040

The *California Transportation Plan (CTP) 2040* vision is focused on sustainability: California's transportation system is safe, sustainable, universally accessible, and globally competitive. It provides reliable and efficient mobility and accessibility for people, goods, and services while meeting the State's GHG emission reduction goals and preserving the unique character of California's communities. This integrated, connected, and resilient multimodal system supports a thriving economy, human and environmental health, and social equity. The next iteration of the CTP, the CTP 2050, is in the process of being finalized, with adoption expected at the end of 2020. The next Grant Application Guide will be updated to reflect the CTP 2050.



The *CTP 2040* also aims to achieve the strategic goal to triple cycling and double walking and transit use statewide. Competitive grant applications will discuss how proposed projects will assist in reaching this goal established in the *Caltrans Strategic Management Plan*.

Competitive Sustainable Communities grant applications will integrate the appropriate *CTP 2040 Transportation Greenhouse Gas Reduction Strategies* outlined in the *CTP 2040*, Table 13 and Appendix 7 Technical Analysis. There are four categories of transportation GHG reduction strategies—demand management, mode shift, travel cost, and operational efficiency—that were developed based on input from the *CTP 2040* advisory committees, and with input gathered from all of the State's 18 MPOs and 26 RTPAs.

Modal Plans that Support the California Transportation Plan 2040

CTP 2040 is the umbrella plan that informs and pulls together the State's long-range modal plans, described below, to envision the future system:

- Interregional Transportation Strategic Plan
- California Freight Mobility Plan
- California State Rail Plan

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- California State Bicycle and Pedestrian Plan
- California High-Speed Rail Business Plan
- Statewide Transit Strategic Plan
- California Aviation System Plan

Title VI and Environmental Justice

Title VI of the U.S. Civil Rights Act prohibits discrimination on the basis of race, color, or national origin in programs or activities receiving federal financial assistance. A similar prohibition applies to recipients of state funds under California Government Code section 11135, which prohibits discrimination on the basis of race, color or national origin, as well as ethnic group identification, religion, age, sex, sexual orientation, genetic information, or disability.

Caltrans integrates Title VI as well as environmental justice in all activities. In the past, low-income and minority communities disproportionately bore many of the negative impacts of transportation projects. It is the goal of environmental justice to ensure that when transportation decisions are made, low-income and minority communities have a full opportunity to participate in the decision-making process, and they receive an equitable distribution of benefits and not a disproportionate share of burdens, which contribute to poor health outcomes.

2. SUSTAINABLE COMMUNITIES COMPETITIVE AND TECHNICAL

Approximately \$12 million in State Road Maintenance and Rehabilitation Account (RMRA) funds and \$5 million in State Highway Account (SHA) funds, or a combined total of \$17 million will be distributed through a competitive program to Metropolitan Planning Organizations (MPOs) with a sub-applicant(s), Regional Transportation Planning Agencies (RTPAs), cities and counties, transit agencies, and Native American Tribal Governments. MPOs can apply to the Sustainable Communities Competitive Grants only in collaboration with a sub-applicant(s).

Approximately \$3 million will be set aside for a technical project sub-category. In accordance with the recent release of the guidance documents for the implementation of Senate Bill 743 (SB 743, Chapter 386, Statutes of 2013), there is a current need for improved tools to measure VMT and induced travel.

Funding distribution for the competitive program will depend on the quality and number of applications.

2.1 Purpose and Specific Objectives

The purpose of the Sustainable Communities grants is to fund local and regional multimodal transportation and land use planning projects that further the region's RTPSCS (where applicable), contribute to the State's GHG reduction targets, and assist in achieving the Caltrans Mission and Grant Program Objectives, and must be considered when preparing the grant application.

A minimum threshold of 50 percent of Sustainable Communities Competitive and Technical Grants has been identified for projects that benefit disadvantaged communities, which includes Native American Tribal Governments and rural communities (for transportation planning purposes, rural is defined as all areas of the State that are not included in urbanized areas of 50,000 in population or greater; refer to Appendix C. Caltrans/Regional Agency Boundaries Map, which indicates rural areas).

Sustainable Communities Competitive applicants must demonstrate how the project fits every aspect of the Grant Specific Objective, as appropriate for the applicant and project type. The grant specific objectives for Sustainable Communities grants are listed below. Detailed information on how to achieve these objectives can be found in Appendix A:

- Encourage local and regional multimodal transportation and land use planning that furthers the region's RTPSCS (where applicable)
- Contribute to the State's GHG reduction targets and other State goals, including but not limited to, the goals and best practices cited in the 2017 RTP Guidelines
- Address the needs of disadvantaged communities
- Assist in achieving the Caltrans Mission and Grant Program Objectives (See Chapter 1.2).

Sustainable Communities Technical project types do not require public engagement due to their technical nature, but applicants should explain how the public will be involved at later stages of the planning process. However, applicants are required to collaborate with and involve appropriate stakeholders with technical expertise. Technical applications are scored under the same criteria as all other project types, they are grouped with other technical projects, and they compete at the same level. Refer to Chapter 2.2 for Example Technical Project Types. Caltrans will screen applications submitted under this category to ensure they are in-fact technical projects. If it

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is found that the project is not one of a technical nature, it will compete with the other Sustainable Communities Competitive applicant pool.

Applicants must demonstrate how the project fits every aspect of the Grant Specific Objective, as appropriate for the applicant and project type. The following guidance, tools, and resources are provided to assist applicants in preparing a competitive grant application consistent with the grant program and specific objectives and the Plans and Programs outlined in the Grant Program Considerations. Guidance, tools, and website links for the list below are provided in Appendix A of this document.

- Advance Transportation Related GHG Reduction Project Types/Strategies
- Addressing the Needs of Disadvantaged Communities
- Public Health Resources
- Active Community Engagement
- Integrated Housing, Land Use and Transportation Planning
- Promote the Region's RTP/SCS and State Planning Priorities, and Climate Adaptation Goals
- Climate-Ready Transportation

2.2 Example Project Types

The examples below are organized in the following grant project types: Active Transportation; Climate Change; Corridor and Freight; Social Equity; Integrated Housing, Land Use, and Transportation; Multimodal; Safety; Technical; and, Transit.

Active Transportation

- Active transportation plans, including bicycle, pedestrian and trail master plans
- Plans for bike parking facilities
- Rural planning studies or plans that provide rural counties the ability to develop active transportation plans with a rural context-sensitive focus and allow for rural regions to contribute to the State's GHG reduction targets
- Studies or plans that include a temporary built environment demonstration, e.g., tactical urbanism

Climate Change

- Studies, plans or planning methods that advance a community's effort to address the impacts of climate change, such as sea level rise, flooding, wild fires, and mud slides, which may include the use of natural infrastructure to reduce the impacts of climate change
- Climate change adaptation plans for transportation facilities

Corridor and Freight

- Corridor enhancement studies
- Studies or plans related to zero emissions vehicle goods movement
- Freight/goods movement plans and studies
- Local or regional corridor plans
- Studies and plans that can help to quantify and highlight the value and importance of the rural State transportation system which connects large urban centers to rural open space, State and federal lands, and recreation and agriculture hubs.

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- Studies and plans to mitigate for impacts to the rural transportation system due to increased interregional tourism and visitor traffic
- Modeling improvements that address SB 743 implementation and induced travel (see Sustainable Communities – Technical grant-specific objectives in Chapter 2.1)
- Complete street plans that consider last-mile freight
- Curbside freight management plans
- Sustainable freight plans
- Agriculture goods movement plans
- Freight/supply chain resiliency studies

Social Equity

- Community Needs Assessments
- Health and transportation studies, including health equity transportation studies and other plans that incorporate health into transportation planning
- Studies to improve access to social services and other community destinations for disadvantaged communities
- Studies, plans or planning methods that address environmental justice issues in a transportation related context
- Congestion pricing studies including plans that enhance social equity and avoid inequitable cost burdens
- Planning to remove or reduce barriers created by transportation infrastructure such as highways, overpasses and underpasses, that create disconnected communities
- Studies or plans to ensure that infill and transit-oriented development benefits existing residents and businesses, low-income and disadvantaged communities, and minimizes displacement
- Outreach to educate disadvantaged communities on mode shifts to electric forms of transportation, as part of a plan or study as appropriate
- Student internships for rural agencies and/or disadvantaged communities

Integrated Housing, Land Use, and Transportation

- Studies, plans or planning methods that assist transportation agencies in creating sustainable communities and transit-oriented development
- SCS development
- Studies that promote greater access between affordable housing and job centers
- Station area planning
- Integration of transportation and environmental planning
- First Mile/Last Mile project development planning
- An update to a general plan land use element or zoning code that increases development opportunities around key transportation corridors or nodes
- Creation of a Transit-Oriented Development overlay zone or other special zoning district around key transportation corridors or nodes

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- Studies, plans, and policies that address land use conflicts with major transportation corridors such as major highways, ports, shipping and freight corridors, etc. that are near sensitive land uses such as homes, schools, parks, etc. or potentially impacted by climate change

Multimodal

- Complete streets plans
- Long range transportation plans for tribal governments
- Studies, plans or planning methods that advance a community's effort to reduce single occupancy vehicle trips and transportation related GHG through strategies including, but not limited to, advancing mode shift, demand management, travel cost, operational efficiency, accessibility, and coordination with future employment and residential land use
- Context-sensitive streetscapes or town center plans
- Studies that evaluate accessibility and connectivity of the multimodal transportation network
- Shared mobility services planning studies
- Community outreach plans for park-and-ride lots

Safety

- Bike and pedestrian plans with a safety enhancement focus, including Vision Zero plans
- Community to school studies or safe routes to school plans
- Traffic calming and safety enhancement plans

Technical

- Transportation modeling studies that address SB 743 implementation and induced travel, active transportation, emerging technology, public health, VMT and other impacts
- Planning for zero or near zero emission vehicles
- Electric vehicle charging infrastructure network planning
- Transit planning for zero emission bus fleets
- Planning for autonomous vehicles
- Road or parking pricing studies
- Transportation Demand Management studies
- Commute trip reduction studies and plans
- Data collection/data sharing initiatives
- Integration of transit, new emerging technologies, and shared mobility services
- Educational outreach for mode shifts to electric forms of transportation, as part of a plan or study as appropriate

Transit

- Identification of policies, strategies, and programs to preserve transit facilities and optimize transit infrastructure
- Transit planning studies related to accessible transit, para transit, mobility management, etc.
- Studies, plans, or outreach for school public transit, school pool ride sharing

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- Strategies to increase transit ridership
- Studies or plans that evaluate commuter rail or multi-modal connectivity
- Studies or plans that evaluate first and last mile transit connectivity

2.3 Eligible and Ineligible Activities and Expenses

Eligible Activities and Expenses

Eligible activities must have a transportation nexus per the California Constitution, Article XIX Section 2 and 3. Applicants need to consult with Caltrans district staff for more information on whether costs are eligible for funding.

Some examples of eligible costs include:

- Data gathering and analysis
- Planning consultant procurement
- Advertising for consultant procurement
- Advertising for public workshops, e.g., flyers, paid media ads
- Travel expenses (See Chapter 5.4 for details)
- Up to 30 percent design or conceptual drawings
- Equipment (as defined in 2 CFR Part 200.33)¹ purchases must remain under \$5,000 or depreciation will need to be taken in to account when the grant project is completed since equipment could have future uses. *2 CFR Part 200.436*² provides the criteria for depreciation.
- Community surveys, meetings, public workshop room rental, charrettes, focus groups
- Virtual outreach activities and on-line meetings
- Bilingual services for interpreting and/or translation services for meetings
- Community/stakeholder advisory groups
- Light snacks and refreshments for public workshops (no full meals), subject to Caltrans approval
- Project administration (up to 5 percent of the grant is allowed, i.e., quarterly reports, invoicing, and kick-off meeting with Caltrans)

Ineligible Activities and Expenses

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

Ineligible activities and expenses include:

¹ Electronic Code of Federal Regulations, 2 Code of Federal Regulations, Part 200.33, 2020, <https://www.ecfr.gov/cgi-bin/text-id.x?SID=c16296a&ecef71d582e0634cf6658cf1&node=2:1.1.2.2.1.1.28.34&rgn=div8>

² Govinfo, 2 Code of Federal Regulations, Part 200.436, 2014, <https://www.govinfo.gov/app/details/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-436>

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- Environmental studies, plans, or documents normally required for project development under the National Environmental Policy Act or the California Environmental Quality Act
- Engineering plans and design specification work
- Project Initiation Documents
- Program or project implementation
- Repurposing unspent grant funds (not applicable to Sustainable Communities Formula)
- Application development to pursue construction funds/project implementation
- RTPs or updates to the RTP, excluding SCS development
- Construction projects, capital costs, such as the building of a facility, or maintenance
- Office furniture purchases, or other capital expenditures
- Decorations, e.g., for public workshop events
- Acquisition of vehicles or shuttle programs
- Organizational membership fees
- Incentives for public participation, e.g., full meals, prizes, freebies, promotional/marketing items
- Charges passed on to sub-recipient for oversight of awarded grant funds
- Other items unrelated to the project

2.4 Tips for Successful Sustainable Communities Grant Applications

Criteria for Successful Sustainable Communities Grant Applications:

Some guidance is provided below however, it is not intended to be all inclusive.

- Integrate Grant Program Considerations (See Chapter 1.2)
- Advance transportation related GHG emission reduction project types/strategies (i.e., mode shift, demand management, travel cost, operational efficiency, accessibility, and coordination with future employment and residential land use, etc.)
- Identify and address deficiencies in the multimodal transportation system, including the needs of environmental justice and disadvantaged communities, including Native American Tribal Governments and rural communities
- Encourage stakeholder collaboration
- Involve active community engagement
- Coordinate transportation, housing, and land use planning
- Promote the region's RTP SCS (where applicable), State planning priorities (Government Code Section 65041.1, and climate adaptation goals (Safeguarding California)
- Result in funded and programmed multimodal transportation system improvements

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General Tips

- Some sections of the grant application may seem redundant when discussing disadvantaged community engagement, overall public engagement, and stakeholder involvement. Although the general public and disadvantaged communities are stakeholders for any project, for application purposes, the strategy and methods for engaging these groups will be different, as described below.
 - Overall public engagement will describe the general strategy to engage the public at large;
 - Disadvantaged communities engagement will explain how the project will go above and beyond business as usual to address the specific needs of disadvantaged communities and use unique methods to involve these groups in the decision-making process.
 - Stakeholder engagement will explain how partner agencies, businesses, and/or non-profit community-based organizations will be involved throughout the project.
- Consult with your district representative for technical assistance before the application deadline.
- Use the Samples and Checklists provided for the Application, Scope of Work, and Cost and Schedule.
- Include Caltrans as an active partner in the study.
- Provide tailored letters of support and project area photographs to enhance the application. If applicants/supporters do not have the time/resources to provide tailored letters of support, a petition signed by supporters in a simple table format that lists the supporters **and** specifically how supporters will benefit the proposed project will suffice.

Project Description

Concisely describe the project in less than 150 words. Explain “What parties are involved, the proposed major milestones, and why the project is necessary.”

Project Justification

- Clearly define and explain the transportation problem or deficiency that the project will attempt to address and how the project will address the problem. Why is it critical to address the problem now? Make the case for a critical need that the project will address and support it with verifiable data, if available.
- Explain how the project area or portions of the project area are a disadvantaged community. The tools in the Grant Application Guide, Pages 11-13, are intended to help applicants define a disadvantaged community. Please cite data sources, the tools used, and include a comparison to the statewide thresholds that are established in each tool.
- If the applicant is a Native American Tribal Government or a rural area (outside of the urbanized areas with 50,000 in population or greater) of the State, include population characteristics.

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Grant Specific Objectives

Demonstrate how the project fits every aspect of the Grant Specific Objective, as appropriate for the applicant and project type. Some guidance is provided below, however it is not intended to be all inclusive. Applications should reference Appendix A for Resources to Advance Sustainable Communities Grant Specific Objectives.

Successful applications should include:

Planning for Housing and Housing Element Compliance

- In order to avoid a deduction of 5 points, applicants must demonstrate how they integrate housing planning into their policies, programs and project, or commit to coordinate housing and transportation in future policies and programs throughout the application (e.g. narrative and scope of work). See Chapter 2.2 for a list of example projects that coordinate housing, land use, and transportation.
- City and county primary/sub-grant applicants are required to submit a housing element adopted by the local government to HCD by the application due date.

To be eligible for a funding award, HCD must find the adopted housing element in substantial compliance with state housing element law pursuant to Government Code Section 65585 by the date of award recommendation.

- City and county primary/sub-grant applicants are also required to submit completed Annual Progress Reports (APRs) to HCD for at least the previous two years, 2018 and 2019.

Note: Charter cities are not exempt from this specific program requirement and must submit an Annual Progress Report for the calendar years mentioned above.

Community Engagement

- Refer to Appendix A. for Community Engagement Best Practices
- Evidence of additional public outreach measures that promote access to decision-making and program implementation for all segments of the community, including special needs populations, disadvantaged communities, and a variety of socio-economic groups (e.g. households across the income and employment spectrum, ethnically and racially diverse households).
- The application narrative should outline specific outreach strategies that will be utilized, considering the current COVID-19 environment.

IMPORTANT TIPS:

- ✓ City and county primary/sub-grant applicants are required to submit a housing element adopted by the local government to HCD by the application due date.

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- Tailored letters of support with electronic signatures from community-based organizations or public advocacy groups to demonstrate their support or involvement in identifying the issues that the proposed project is attempting to address.
- If applicants/supporters do not have the time/resources to provide tailored letters of support, a petition electronically signed by supporters in a simple table format that indicates specifically how supporters will benefit the proposed project will suffice.

Integrated Housing, Land Use, and Transportation Planning

- Application narrative and any relevant supporting or illustrative data should describe how the proposed project integrates land use and transportation, including how transportation and land use agencies or jurisdictions are actively collaborating on the project in all project phases.
- Competitive grant applications should demonstrate how the project furthers this coordinated and integrated approach to planning.

Project Management

- **Scope of Work:** Refer to the Scope of Work Checklist in Appendix B.
- **Cost and Schedule (Project Timeline):** Refer to the Cost and Schedule Checklist in Appendix B.

HELPFUL TIPS:

Tailored letters of support from local agencies that not only provide support for the project, but also confirms that the proposed project:

- ✓ Helps to implement the RTP SC S and/or State priorities
- ✓ Involves a coordinated approach to integrating land use and transportation in all phases of project planning and implementation.

3. SUSTAINABLE COMMUNITIES FORMULA

\$12.5 million will be distributed to the MPOs on a formula basis. The formula funds for the MPOs will reflect the same formula used to distribute Federal Highway Administration (FHWA) Metropolitan Planning PL funds.

The FHWA PL formula has three components:

1. A base allocation
2. A two-part population component which distributes funds by the proportion of the total population of each MPO based on California Department of Finance estimates each January
3. An Air Quality component based on the proportion of federal Congestion Mitigation Air Quality funds to total programmatic FHWA PL funds

3.1 Purpose and Specific Objectives

The purpose of the Sustainable Communities Formula is to fund local and regional multimodal transportation and land use planning projects that further the region's RTP SCS (where applicable), contribute to the State's GHG reduction targets, and assist in achieving the Caltrans Mission and Grant Program Objectives (See Chapter 1.2).



The intent of the Sustainable Communities Formula Grants is to carry out the objectives of the region's RTP SCS (where applicable) and the RTP Guidelines Appendices K and L.

The specific objectives, eligibility requirements, and performance considerations for the Sustainable Communities Formula Grants awarded to MPOs are consistent with the Sustainable Communities Competitive Grants.

The intent of the Sustainable Communities Formula Grants is to carry out the objectives of the region's RTP SCS (where applicable) and the RTP Guidelines Appendices K and L. In addition, MPOs are strongly encouraged to administer Sustainable Communities Formula funding in a transparent manner and maintain non-profit eligibility, consistent with the legislative intent of SB 1 - The Road Repair and Accountability Act of 2017.

3.2 Guidance, Tools, and Resources

Minimum Eligibility Criteria

MPOs should meet the following minimum eligibility criteria to apply for Sustainable Communities Formula grants:

- Of the Consolidated Planning Grant, FHWA PL carryover is at or below 100 percent of the annual FHWA PL allocation
- Have an RTP SCS that meets the SB 375 GHG reduction targets
- Meet civil rights and environmental justice obligations, as summarized in Section 4.2 of the RTP Guidelines

If an MPO does not meet the minimum eligibility criteria listed above, their allocation will be redistributed to the remaining MPOs that are eligible and apply for the Sustainable Communities Formula Grants.

IMPORTANT NOTE:

- ✓ If an MPO does not meet the minimum eligibility criteria, their allocation will be redistributed to the remaining MPOs that are eligible and apply for the Sustainable Communities Formula Grants.

Annual Draft Overall Work Program (OWP) Development and Approval Process

Sustainable Communities Formula Grants are part of the annual draft Overall Work Program (OWP) development and approval process. The draft OWP process includes meaningful consultation with Caltrans district staff and ORP. MPOs are responsible for including a draft Work Element(s) for Sustainable Communities Formula Grant funds in the draft FY 2021-22 OWP and sending a list of activities using the provided template to Caltrans, no later than March 1, 2021. Draft OWPs are submitted to the district Regional Planning Liaison who will coordinate with ORP. The draft Work Element(s) should include an explanation of how the project supports the Sustainable Communities Grant Specific Objectives and provide the same level of detail included in the grant application Scope of Work and Cost and Schedule for the Sustainable Communities Competitive Grants. The Work Element name and number must remain unchanged until the project(s) is completed. If Work Elements do not provide enough detail, MPOs will need to submit the competitive grant application Scope of Work and Cost and Schedule. More information and detailed requirements are outlined in the *SB 1 Guidance for OWPs and Requests for Reimbursements*, available upon request.

3.3 Example Project Types

MPOs have flexibility for how the Formula Grant allocation is administered. For example, MPOs may use these funds for a regional competitive grant program, integrated land use and transportation planning activities related to developing their SCS, carrying out the best practices cited in the RTP Guidelines, or a combination thereof. If an MPO uses Formula Grant funds to administer a regional grant program, the MPO must submit their grant program criteria and list of eligible applicants and sub-applicants to the Caltrans district and Caltrans Office of Regional Planning (ORP). This step is to ensure the MPO's grant program aligns with the Caltrans Sustainable Communities Competitive Grants, including city and county housing element compliance. MPOs will also submit a list of awarded grants to the Caltrans district and ORP. MPOs should coordinate the submittal of this information with the Caltrans district and ORP to avoid delays for releasing the call-for-projects and grant awards. For additional example project types, refer to Chapter 2.2.

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3.4 Eligible and Ineligible Activities and Expenses

Refer to Chapter 2.3 for eligible and ineligible activities and expenses.

3.5 Formula Grant Allocations

The following funding table estimates how formula funds may be distributed to each MPO, contingent upon meeting the minimum eligibility criteria:

Sustainable Communities Formula Grants	
Metropolitan Planning Organization	Total Formula Grant Allocation
Tahoe Metropolitan Planning Organization	\$160,750
Madera County Transportation Commission	\$164,209
Kings County Association of Governments	\$162,943
Shasta Regional Transportation Agency	\$163,172
Butte County Association of Governments	\$180,569
Merced County Association of Governments	\$197,424
San Luis Obispo Council of Governments	\$195,962
Tulare County Association of Governments	\$246,944
Santa Barbara County Association of Governments	\$224,579
Stanislaus Council of Governments	\$291,053
San Joaquin Council of Governments	\$341,671
Kern Council of Governments	\$374,899
Association of Monterey Bay Area Governments	\$315,537
Fresno Council of Governments	\$407,484
Sacramento Area Council of Governments	\$774,991
San Diego Association of Governments	\$1,021,553
Metropolitan Transportation Commission	\$2,106,140
Southem California Association of Governments	\$5,170,390
Total	\$12,500,000

4. STRATEGIC PARTNERSHIPS

\$1.5 million in FHWA State Planning and Research (SPR) Part 1 funds and \$3 million in Federal Transit Administration (FTA) Section 5304 funds, or a combined total of \$4.5 million, will be distributed through a competitive program to MPOs and RTPAs. Funding distribution for the competitive program will depend on the quality and number of applications.

4.1 Purpose and Specific Objectives

Strategic Partnerships are intended to fund planning projects that partner with Caltrans to address needs on the State Highway System (SHS), while the transit sub-category will address multimodal planning projects that focus on transit.

The objectives of the Strategic Partnerships and Strategic Partnerships - Transit grants are to:

- Accomplish the Federal Planning Factors
- Achieve the Caltrans Mission and the Grant Program Objectives

4.2 Federal Planning Factors

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency
2. Increase the safety of the transportation system for motorized and non-motorized users
3. Increase the security of the transportation system for motorized and non-motorized users
4. Increase accessibility and mobility of people and freight
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight
7. Promote efficient system management and operation
8. Emphasize the preservation of the existing transportation system
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation
10. Enhance travel and tourism.

4.3 Example Project Types

Example Project Types - Strategic Partnerships

- Studies that identify interregional, inter-county, and/or statewide mobility and access needs
- Corridor studies and corridor performance/preservation studies
- Studies that evaluate transportation issues involving ground access to international borders, seaports, airports, intermodal facilities, freight hubs, and recreational sites
- Development of planning activities intended to result in investment in sustainable transportation projects
- Enhanced tools to capture GHG benefits of Operations and System Management projects
- Integration of transportation and economic development
- Planning for sustainable freight
- Planning for transportation safety
- Studies for relinquishment of state routes
- Statewide or interregional research or modeling tools
- Transportation demand management plans
- System investment prioritization plans
- Assessment and integration of new technology
- Complete street plans that consider last-mile freight
- Curbside freight management plans
- Agriculture goods movement plans
- Freight/supply chain resilience studies

Example Project Types - Strategic Partnerships Transit

- Identification of policies and procedures to integrate transit into the transportation system and planning process
- Statewide transit planning surveys and research
- Identification of policies, strategies, and programs to preserve transit facilities and optimize transit infrastructure
- Projects that evaluate accessibility and connectivity of the multi-modal transportation network
- Transit technical planning studies to optimize system performance
- Studies or plans that evaluate commuter rail or multi-modal connectivity
- Studies or plans that evaluate first and last mile transit connectivity Eligible and Ineligible Activities and Expenses

4.4 Eligible and Ineligible Activities and Expenses

Eligible Activities and Expenses

Eligible activities must have a transportation nexus per the California Constitution, Article XIX Section 2 and 3. Please consult with Caltrans district staff for more information on whether costs are eligible for funding.

Some examples of eligible costs include:

- Data gathering and analysis
- Planning consultant procurement
- Advertising for consultant procurement
- Advertising for public workshops, e.g., flyers, paid media ads
- Virtual outreach activities and on-line meetings
- Travel expenses (See Chapter 5.4 for details)
- Up to 30 percent conceptual drawings and design
- Equipment (as defined in 2 CFR Part 200.33)³ purchases must remain under \$5000 or depreciation will need to be taken in to account when the grant project is completed since equipment could have future uses. 2 CFR Part 200.436⁴ provides the criteria for depreciation, at the Govinfo website.
- Community surveys, meetings, public workshop room rental, charrettes, focus groups
- Bilingual services for interpreting and/or translation services for meetings
- Community/stakeholder advisory groups
- Light snacks and refreshments for public workshops (no full meals), subject to Caltrans and federal approval
- Project administration (up to 5 percent of the grant is allowed, i.e., quarterly reports, invoicing, and kick-off meeting with Caltrans)

Ineligible Activities and Expenses

Some activities, tasks, project components, etc. are not eligible under these grant programs. If an application has any of the following elements, it will be disqualified. Ineligible activities and expenses include:

- Environmental studies, plans, or documents normally required for project development under the National Environmental Policy Act or the California Environmental Quality Act
- Engineering plans and design specification work
- Project Initiation Documents

³ Electronic Code of Federal Regulations, 2 Code of Federal Regulations, Part 200.33, 2020, <https://www.ecfr.gov/cgibin/text-idx?SID=c16296aefef71d582e0634cf6658cf1&node=2:1.1.2.2.1.1.28.34&rgn=div8>

⁴ Govinfo, 2 Code of Federal Regulations, Part 200.436, 2014, <https://www.govinfo.gov/app/details/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-436>

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- Program or project implementation
- Repurposing unspent grant funds
- Consultant mark-ups
- Application development to pursue construction funds/project implementation
- RIPs or updates to the RIP
- Economic development plans or studies
- Land use plans or studies
- General Plans or updates to elements
- Construction projects, capital costs, such as the building of a facility, or maintenance
- Office furniture purchases, or other capital expenditures
- Decorations, e.g., for public workshop events
- Acquisition of vehicles or shuttle programs
- Organizational membership fees
- Incentives for public participation, e.g., full meals, prizes, freebies, promotional/marketing items
- Charges passed on to sub-recipient for oversight of awarded grant funds
- Other items unrelated to the project

4.5 Tips for Successful Strategic Partnerships Grant Applications

Criteria for successful Strategic Partnerships grant applications:

- Partner with Caltrans to identify and address statewide, interregional, or regional transportation deficiencies in the State highway system (or multimodal transportation system for transit-focused projects)
- Strengthen government-to-government relationships, and
- Result in programmed system improvements

General Tips

- Consult with your district representative for technical assistance before the application deadline.
- Use the Samples and Checklists provided for the Application, Scope of Work, and Cost and Schedule.
- Include Caltrans as an active partner in the study.
- Provide tailored letters of support and project area photographs to enhance the application. Project supporters should describe why they support the project and how they would benefit from the project.
- If applicants/supporters do not have the time/resources to provide tailored letters of support, a petition signed by supporters in a simple table format that lists the supporters and specifically how supporters will benefit the proposed project will suffice.

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Project Summary

- Concise ly describe the project in less than 150 words. Explain “What parties are involved, the proposed major milestones, and why the project is necessary.”

Project Justification

- Clearly define and explain the transportation problem or deficiency that the project will attempt to address. Why is it critical to address the problem now? Make the case for a critical need that the project will address and support it with verifiable data, if available.

Grant Specific Objective

Demonstrate how the project fits every aspect of the Grant Specific Objective, as appropriate for the applicant and project type.

Project Management

- **Scope of Work:** Refer to the Scope of Work Checklist in Appendix B.
- **Cost and Schedule (Project Timeline):** Refer to the Cost and Schedule Checklist in Appendix B.

5. GRANT PROJECT ADMINISTRATIVE REQUIREMENTS

The content of this chapter should be notably considered in the development of grant applications as it lays the foundation for what to expect when applying for these grant funds. Upon award, grantees will receive more specific guidelines including administrative and reporting requirements.

5.1 Coordination with Caltrans

Caltrans is committed to be an active partner. If awarded a grant, the applicant should include Caltrans district staff when planning both technical advisory and community meetings. In addition, Caltrans district staff will help to ensure that the approved Scope of Work, Cost and Schedule, and project funding will be maintained throughout the life of the contract. Applicants are also recommended to engage Caltrans district staff throughout the entire grant life, when applicable.

If an agency does not demonstrate adequate performance and timely use of funds, Caltrans may take appropriate actions, which can include termination of the grant.

5.2 Third Party Contracts

The agreements between a grantee and a sub-applicant/recipient, consultant, or sub-consultant are often referred to as “third party contracts.” An eligible sub-applicant should be identified by an eligible applicant at the onset of the application. Eligible sub-applicants/recipients may be added to an application after award with prior Caltrans approval. If a grantee or a sub-recipient is going to hire a consultant to perform work during the project, then proper procurement procedures must always be used.

Grantees may use their agency’s procurement procedures as long as they comply with the State Contracting Manual, Chapter 5, the Local Assistance Procedures Manual, Chapter 10, and the terms of the agreement with Caltrans. In addition, work can only be contracted if it has been stated in the applicant’s Scope of Work and Cost and Schedule. A grantee is fully responsible for all work performed by its sub-recipient, consultant, or sub-consultant. Caltrans solely enters into a contract directly with the grantee; therefore, the grantee is responsible to ensure that all third parties adhere to the same provisions included in the contractual agreement between Caltrans and the grantee.

All government funded consultant procurement transactions must be conducted using a fair and competitive procurement process that is consistent with the State Contracting Manual, Chapter 5,⁵ the Local Assistance Procedures Manual, Chapter 10,⁶ and the terms of the agreement with Caltrans. All documentation of third-party contract procurements must be retained and copies of all agreements must be submitted to Caltrans. For more information on third party contracting, visit the State Contracting Manual and the Local Assistance Procedures Manual Websites.

⁵ California State Contracting Manual Volume 1, Chapter 5, 2018,
<https://www.dgs.ca.gov/OIS/Resources/Page-Content/Office-of-Legal-Services/Resources-List-Folder/State-Contracting>

⁶ Caltrans Local Assistance Procedures Manual, Chapter 10, 2020,
<https://dot.ca.gov/programs/local-assistance/guidelines-and-procedure/local-assistance-procedures-manual-lapm>

5.3 Quarterly Reporting

Quarterly Progress Reports (QPR) are required to be submitted for each State FY quarter after the grant recipient has received a Notice to Proceed letter. The table below illustrates the State FY timeframes for submitting the QPR to Caltrans district staff.

Quarterly Progress Report Timeframes			
Quarter 1	Quarter 2	Quarter 3	Quarter 4
July – September	October– December	January – March	April - June

For MPOs and RIPAs, the progress of each awarded grant project must be included as part of the OWP Quarterly Progress and Expenditure Report. If this method of reporting is not adequately satisfied, Caltrans staff will require separate quarterly reports for each awarded grant project.

All other primary grant recipients shall submit progress reports every quarter for each awarded grant project. Caltrans district staff will provide the brief report form and due dates.

5.4 Invoicing and Financial Requirements

Pre-Award Audit

The Sustainable Communities grants are available in amounts up to \$700,000 and Strategic Partnerships grants are up to \$500,000. However, any awarded grant in excess of \$250,000 may require a pre-award audit. The pre-award audit is to ensure that recipients of State or federal funds maintain adequate financial management systems prior to receiving the funds. Pre-award audits may be required of new grantees, agencies that have not recently been audited, agencies that have undergone prior audits with significant weaknesses or deficiencies in their financial management systems, or those determined to be a higher risk to Caltrans. If a pre-award audit is needed, the local Caltrans district office will contact the grantee to facilitate the appropriate action.

Accounting Requirements

Grantees and sub-applicants/recipients are required to maintain an accounting system that properly records and segregates incurred project costs and matching funds by line item. The accounting system of the grantee, including its sub-applicants and subcontractors, must conform to Generally Accepted Accounting Principles that enable the determination of incurred costs at interim points of completion and provides support for reimbursement payment vouchers or invoices sent to or paid by Caltrans. Allowable project costs must comply with 2 Code of Federal Regulations (CFR), Part 200. It is the grantee's responsibility, in conjunction with Caltrans district staff, to monitor work and expenses to ensure the project is completed according to the contracted Scope of Work and Cost and Schedule. Grantees must monitor work and costs to ensure invoices are submitted on a regular and timely basis (monthly or quarterly as milestones are completed). Grantees must communicate with their local Caltrans district office to ensure any issues are addressed early during the project period.

Local Match

All grants require a local match. Local match is a financial requirement that demonstrates the grantee's/ local agency is vested in the project.

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The local match can be all cash, all third-party in-kind contributions, or a combination of the two. The minimum local match is a percentage of the total project cost (i.e., minimum local match amount plus the grant amount) and is identified in the Cost and Schedule at the Task level.

Local Match Sources

- **Sustainable Communities Competitive, Technical and Formula**

Federal toll credits, FHWA PL, and FIA 5303 are ineligible match sources; otherwise, any source of funds may be used if the proposed grant work is an eligible activity for the local match fund source.

- **Strategic Partnerships and Strategic Partnerships – Transit**

Any non-federal source of funds may be used if the proposed grant work is an eligible activity for the local match fund source.

Cash Match

- Staff time from the primary applicant counts as cash match. Staff time charged to a specific project that has been funded and/or reimbursed, cannot be used to meet the match requirement for another project.
- Revenue sources for local cash match can include local sales tax, special bond measures, private donations, private foundations, etc.

Third-Party In-Kind Match

Third party in-kind contributions are typically goods and services donated from outside the primary grantee's agency and can be counted towards the minimum local match requirement. Examples of Third-Party In-Kind contributions is the value of donated:

- Public outreach materials
- Interpreter Services
- Facilities
- Equipment
- Advertising
- Student volunteers and other stakeholder staff time
- Other goods and services

The Third-Party In-Kind Valuation Plan is required to itemize and place value on donated goods and services.

- The value of third-party in-kind contributions must be directly benefiting and specifically identifiable to the project.
- Minimum wage standards for student workers or Caltrans pay rates for equal-level volunteers are acceptable base values of volunteer time.
- Third-party in-kind contribution information must be identified on the Grant Application Cover Sheet, the Cost and Schedule, and the project specific Work Element in the OWP (if applicable).

If third party in-kind contributions are used to satisfy the local match requirements, a third-party in-kind valuation plan must be submitted to Caltrans for approval as a condition of grant acceptance. The Third-Party In-Kind Valuation Plan Checklist and Sample can be found in Appendix B.

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Minimum Local Match Requirements

Applicants will be held responsible for any local commitments above the minimum requirement included in the grant application and will be made part of the grant agreement with Caltrans. Once the agreement is executed, any decrease to local match commitments above the minimum required amount will require Caltrans approval through an amendment. The example shown in the table below illustrates the minimum local match requirement based on a grant request of \$300,000. The Local Match Calculator is available upon request.

Minimum Local Match Requirements (Percentage of Total Project Cost)			
Grant Program	Grant Request	Local Match	Total Project Cost
Sustainable Communities and Strategic Partnerships – Transit	88.53% Example: \$300,000	11.47% Example: \$38,868	100% Example: \$338,868
Strategic Partnerships	80% Example: \$300,000	20% Example: \$75,000	100% Example: \$375,000

Indirect and Direct Costs

Direct costs are those costs that can be identified specifically with a particular final cost objective, such as a state award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Costs incurred for the same purpose in like circumstances must be treated consistently as either direct or indirect costs, also known as facilities and administrative costs or overhead costs.

Indirect Costs are costs that are incurred for a common or joint purpose. These costs benefit more than one cost objective and cannot be readily identified with a particular final cost objective. Reproduction costs, computer purchase, and office supplies are considered indirect costs, unless they are tied to a specific task or activity then they are considered direct costs.

Indirect Cost Allocation Plan/Indirect Cost Rate Proposal

If a grantee, including sub-recipients and third-party contractors/consultants, are seeking reimbursement of indirect costs, they must annually submit an Indirect Cost Allocation Plan (ICAP) or an Indirect Cost Rate Proposal (ICRP) to Caltrans Independent Office of Audits and Investigations (IOAI) for review and approval prior to reimbursement. An ICAP or ICRP must be prepared and submitted yearly in accordance with 2 CFR, Part 200. Indirect costs may be sought for reimbursement only after the grantee has received ICAP/ICRP approval from (IOAI).

For guidance on the ICAP/ICRP submission process, visit the Independent Office of Audits and Investigations⁷ and the Caltrans LAPM Chapter 5 Accounting/ Invoicing.⁸

⁷ Inspector General Independent Office of Audits and Investigation, ICAP/ICRP Submission Process, 2020, <https://ig.dot.ca.gov/resources>

⁸ Caltrans Local Assistance Procedures Manual Chapter 5, 2020,

<https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf>

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Most Common Types of Indirect Cost Rates

The following are the most common types of Indirect Cost Rates:

- Fixed Rate
- Final Rate
- De Minimis Rate

Changes to the De Minimis Rate are outlined in the revised 2 CFR Part 200.414(f)⁹ that became effective November 12, 2020.

Applications must include the estimated indirect cost rate at the bottom of the Cost and Schedule.

IMPORTANT NOTE

- ✓ Applications must include the estimated indirect cost rate at the bottom of the Cost and Schedule.

Travel Expenses

Grantees may be eligible to claim travel expenses if they have been approved in the Scope of Work and Cost and Schedule. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration for similar employees (i.e. non-represented employees).

For more information on eligible travel expenses, visit the Caltrans Travel Guide Website.¹⁰

Requests for Reimbursements

- Grant payments are made only as reimbursements.
- Grant reimbursements will be based on actual allowable incurred costs.
- Grant costs will be reimbursed if incurred on or after the start date and the issuance of the Notice to Proceed and before the expiration date.
- Request for Reimbursements (RFRs) must be submitted at least quarterly, but no more frequently than monthly.
- A one-time, lump sum invoice or RFR for the entire grant is not allowed.
- Grantees must pay sub-recipients and subcontractors prior to submitting an RFR to Caltrans.
- Incomplete or inaccurate RFRs will be returned for correction.
- An accounting management system generated report must accompany all RFRs.
- When requesting reimbursement of indirect costs, the following items are required as part of the submitted RFR package:
 - An approved ICAP/ICRP rate must be on file for the FY in which the costs occurred.
 - A financial management system report that segregates direct/indirect costs by fund source.
 - ICAP support document spreadsheet that identifies direct charges and rate applied to those charges.

⁹ Electronic Code of Federal Regulations, 2 Code of Federal Regulations, Part 200.414(f), 2020, https://www.ecfr.gov/cgi-bin/text-id.x?node=se2.1.200_1414&rgn=div8

¹⁰ Caltrans Travel Guide, 2020, <https://dot.ca.gov/programs/accounting/travel-guide>

5.5 Non-Discrimination Requirements

Title VI Non-Discrimination Requirement

The FHWA and the FTA each have requirements that recipients of Metropolitan Planning federal funds must demonstrate continued compliance with Title VI. Compliance with Title VI includes conducting meetings in a fair and reasonable manner that are open to all members of a community. Compliance reflects not only the law, but is also a good policy that builds the kind of trust and information sharing upon which successful planning is done. Even where a city or county may not be receiving federal funding for transportation, the Civil Rights Restoration Act of 1987 also obligates that a city or county comply with Title VI, if it receives any other federal funding for any program. Refer to the Caltrans Title VI website¹¹ for more information.

Disadvantaged Business Enterprises

Successful grant applicants are expected to market contracting opportunities to all small businesses, including DBEs and Disabled Veteran Business Enterprises.

Grant recipients of federal funds are required to report any contracting opportunities that may involve DBE participation. DBE reporting is required twice a year: April 1 and October 1.

For details about DBE requirements, visit the Office of Regional Planning website.¹²

5.6 Final Product

All final reports funded through the Sustainable Transportation Planning Grant Program shall credit the FHWA, FTA, or Caltrans' financial participation on the cover or title page. An Americans with Disabilities Act of 1994 (ADA)-accessible electronic copy of all final reports shall be forwarded to the Caltrans district office responsible for the administration and oversight of the grant. There are resources to assist with development of ADA compliant documents.¹³

Any technologies or inventions that may result from the use of these grants are in the public domain and may not be copyrighted, sold, or used exclusively by any business, organization, or agency. Caltrans reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for public purposes.

¹¹ Caltrans, Title IV of the Civil Rights Act of 1964, 2020,

<https://dot.ca.gov/programs/civil-rights/title-vi>

¹² Office of Regional Planning, Disadvantaged Business Enterprise,

<https://dot.ca.gov/programs/transportation-planning/regional-planning/federal-state-planning-program>.

¹³ State of California Accessibility Website: <https://www.ca.gov/accessibility/>

California Department of Rehabilitation Accessibility Website:

<https://www.dorc.ca.gov/Home/Accessibility101>

MS Office Support Video: <https://support.office.com/en-us/article/video-check-the-accessibility-of-your-document-9d660c6a-1fc4-45ad-a9d1-c4f4b5eb5b7d>

5.7 Project Close-Out Survey

Once awarded grant projects are completed, grantees will complete a close-out survey to describe the successes and challenges of their project. The survey will give the opportunity to (1) highlight successes and obstacles in project implementation of the concepts identified by the planning process, (2) identify best practices in transportation planning, with an emphasis in public engagement, and (3) identify studies/plans that have been or will be funded for continued project development. Information from the survey will be compiled into a report to illustrate the value of the grant program and inform planning practitioners in their planning efforts. Caltrans' goal is to provide transparency and accountability for the program, as well as to use the survey feedback to better serve future grant applicants.

6. APPLICATION SUBMITTAL PROCESS

The Sustainable Transportation Planning Grant Program is highly competitive. This section provides applicants with supplemental information as well as details on required documents that must accompany an application at the time of submittal. All applicants are strongly encouraged to adhere to these requirements in order to score competitively during the application evaluation process.

6.1 Early Coordination and Technical Assistance for Primary Applicants

Sub-applicants are encouraged to work far in advance of the application deadline with the appropriate primary applicant to coordinate application development. It is also beneficial for sub-applicants to be informed of the appropriate primary applicant process and schedule, as they may differ slightly from those of Caltrans. RTPAs residing within MPO boundaries should also coordinate application development with the MPO, as it is critical to ensure that proposed studies align with the RTP/SCS for the entire MPO region and do not duplicate efforts being applied for or already awarded to the MPO.

Caltrans district staff (See Appendix D) are available during the application period to answer questions and help interested groups complete their applications.

For questions specific to the Grant Application Guide, applicants are also welcomed to contact:

Contact Information	
Grant Application Guide Technical Assistance	Priscilla Martinez-Velez, Grant Management Branch Chief Caltrans Division of Transportation Planning Office of Regional Planning Email: Priscilla.Martinez-Velez@dot.ca.gov
Questions About Housing Element Compliance	Paul McDougall Department of Housing and Community Development Email: Paul.McDougall@hcd.ca.gov

6.2 Application Submittal Instructions

The Grant Application Guide, Application forms, and required templates are available on the Caltrans Sustainable Transportation Planning Grant Program website, at:

<https://dot.ca.gov/programs/transportation-planning/regional-planning/sustainable-transportation-planning-grants>

- All grant application packages are required to be submitted via e-mail.
- An agency may only submit one application package per e-mail.
- An application cannot be submitted to more than one grant category.
- The Caltrans district contact must be copied (refer to Appendix D. Caltrans District Contact List) and the subject line needs to identify the district number, grant program, and *brief* project title (e.g., D1, SC, City of Can Do Planning Project).
- The required items outlined on the Grant Application Checklist in Appendix B must be attached to the e-mail as a single PDF document.
- All application documents must list the applicant's legal name.
- Confirmation of receipt will be sent by the **next business day**.

Submit applications via E-mail to

Regional.Planning.Grants@dot.ca.gov no later than

FRIDAY, FEBRUARY 12, 2021 BY 5:00 P.M.

Hard copies will not be accepted, and late applications will not be reviewed.

Caltrans anticipated award announcements: [Spring 2021](#)

Caltrans district staff are available during the application period to answer questions and help interested groups complete their applications. Refer to Appendix D. Caltrans District Contact List for contact information.

Download the latest version of [Adobe ReaderDC®](#) to complete the application form. This version of Adobe is available free of charge.

7. APPLICATION REVIEW PROCESS

7.1 Two-Tiered Application Review Process

This chapter provides a brief overview of the grant application review process. Grant application evaluation is a two-tiered process that consists of:

- Caltrans District Review and Evaluation
- Caltrans Headquarters (HQ) Interagency Review Committees Evaluation

Caltrans district staff conducts the first-level review of all applications for content, submission of proper documentation, overall relationship to regional and local planning efforts, and documents their evaluations. Caltrans district staff scores, prioritizes, and recommends the most highly ranked Sustainable Communities and all Strategic Partnerships applications for the next level of review with the Interagency Review Committees. Grant applications from Native American Tribal Governments, Transit Agencies, and proposed projects spanning multiple Caltrans districts or projects having a statewide significance, may also move on directly from Caltrans districts to HQ for review.

The HQ Interagency Review Committees conduct the second-level review and comprise staff from Caltrans HQ, the Federal Highway Administration, the Federal Transit Administration, the California Department of Housing and Community Development, the California Department of Public Health, the Governor's Office of Planning and Research, and the California Air Resources. Caltrans HQ also coordinates with internal specialists, depending on the grant application subject matter, to provide high-level reviews of the proposed project to avoid funding duplicative efforts or efforts that are not supportive of State planning efforts. The committees for each grant category convene to develop funding recommendations that are approved by every level of Caltrans management and the California State Transportation Agency.

7.2 Application Evaluation/ Scoring Process

Grant applications that address every aspect of the grant specific objectives will score higher overall. Caltrans has diverse applicants and project types, which makes it difficult to use a one-size fits all scoring rubric that would not unintentionally put some applicant/project types at a disadvantage. Therefore, applications will be scored based on how well they are able to describe the project, justify need, incorporate the grant specific objectives, and develop a Scope of Work and Cost and Schedule, all in accordance with this grant guide, samples and checklists provided, as applicable and appropriate for the applicant and project type. Once the grant review committees evaluate, rank, and select the best applications for grant funding, final recommendations are presented to Caltrans management and California State Transportation Agency for approval.

7.3 Past Performance Award Considerations

Previous Caltrans transportation planning grantee performance will be considered during the evaluation process. Applicants with a history of inadequate performance and/or unresolved past grant performance issues may be at a competitive disadvantage in the application review process. Past performance issues could include the following:

- Poor grant project management
- Lack of communication/coordination with Caltrans
- Failure to achieve grant project milestones
- Untimely invoice submittals

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- Excessive balances and consistently relinquish transportation funds administered by Caltrans Planning
- Unresolved audit issues or findings
- Overall poor quality of the final grant product
- Failure to satisfy the required state and federal planning requirements including submittal and administration of OWPs, RIPs, and Transportation Improvement Programs

If an agency does not demonstrate adequate performance and timely use of funds, Caltrans may take appropriate actions, which can include termination of the grant.

8. APPLICATION AWARD PROCESS

8.1 Award and Non-Award

Successful grant applicants will receive an award letter via email. A list of award and non-awarded grants will be posted to the Caltrans Sustainable Transportation Planning Grant Program website.

Caltrans Sustainable Transportation Planning Grant Program Website:

<https://dot.ca.gov/programs/transportation-planning/regional-planning/sustainable-transportation-planning-grants>

Conditional Award Teleconferences

Each grantee will receive a Conditional Award Letter that outlines the grant project cost, important expiration and final invoice dates.

Caltrans district staff will schedule individual teleconferences to provide the specific and general conditions of grant acceptance that are necessary to accept grant funding, including any revisions to the grant application, Scope of Work and Cost and Schedule. Conditions may include revisions to the project Scope of Work to bolster public participation, consider land use and housing, and to coordinate with local housing and community development departments and health departments. Awardees are required to submit all supporting materials and a signed agreement or risk forfeiting the grant award.

Non-Award Teleconferences

Unsuccessful grant applicants are encouraged to request a debriefing from Caltrans. Applicants typically receive specific comments from the District/Interagency Review Committee on how to improve applications to re-apply in a future grant cycle. If the application advanced to the second-level review, HQ will provide the Interagency Review Committee score, as well as how close the application was relative to the cut-off score for available grant funding. Applicants sometimes apply two or three times before they are successful due to the competitiveness of the grant program.

8.2 Contracting with Caltrans

All awarded grant funds must be under an executed agreement with Caltrans during the State FY 2021-22. The project start date depends on the method of contracting with Caltrans.

MPOs and Rural RTPAs

All MPOs/RTPAs must have the entire grant award and local match programmed in the FY 2021-22 OWP no later than October 1, 2021. Due to the competitiveness of this grant program, failure to program funds may result in forfeiture of grant funds. MPOs and rural RTPAs with a current Master Fund Transfer Agreement (MFTA)- work may begin as early as July 2021, pending State Budget approval, and Caltrans issuing a formal Notice to Proceed.

Non-MPOs/RTPAs

Grant recipients that do not have a current MFTA with the Caltrans Office of Regional Planning (i.e. cities, counties, transit agencies, Tribal Governments), Caltrans will contract directly with the primary grant recipients through the Restricted Grant Agreement (RGA) process. For grant recipients that undergo the RGA contracting process, work may begin as early as October/November 2021, assuming the grantee has received a fully executed contract and Caltrans district staff send a formal Notice to Proceed which allows grantees to begin work.

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Estimated Project Start/Expiration Dates

It is important for applicants to reflect the estimated project start date in the Scope of Work and Cost and Schedule. Project Timeline constraints for both methods of contracting with Caltrans are provided below. Grantees must consider these dates when developing the Scope of Work and Cost and Schedule:

Master Fund Transfer Agreement Project Timeline (MPOs/ RIPAs Only)	
July 2021	<ul style="list-style-type: none"> Anticipated start date
February 28, 2024	<ul style="list-style-type: none"> Recommended grant project end date Reimbursable work should be completed Only 30-day extensions are allowed for extenuating circumstances
April 28, 2024	<ul style="list-style-type: none"> All final invoices for State-funded grants awarded to MPOs/RIPAs and federal-funded grants awarded to RIPAs must be submitted to Caltrans for approval and reimbursement. This allows Caltrans sufficient time to comply with the State Controller's Office payment requirements.
June 30, 2024	<ul style="list-style-type: none"> Grant expiration date for federal-funded grants awarded to MPOs Reimbursable work must be completed
August 30, 2024	<ul style="list-style-type: none"> Final Request for Reimbursements for federal-funded grants awarded to MPOs must be submitted no later than 60 days after the end of the fiscal year to coincide with the submission of the Overall Work Program (OWP) Final Expenditure Report.
Restricted Grant Agreement Project Timeline (Non-MPO/RIPAs)	
October/ November 2021	<ul style="list-style-type: none"> Anticipated start date
February 28, 2024	<ul style="list-style-type: none"> Grant expiration date Reimbursable work must be completed Only 30-day extensions are allowed for extenuating circumstances and require a formal amendment.
April 28, 2024	<ul style="list-style-type: none"> Final Request for Reimbursements and final products must be submitted to Caltrans for approval and reimbursement. This allows Caltrans sufficient time to comply with the State Controller's Office payment requirements.

Native American Tribal Governments

Native American Tribal Governments have the following options for contracting with Caltrans:

- (1) Contracting with Tribes Directly** – The authority Caltrans uses to contract with tribes directly comes from California Streets and Highways Code section 94, and is extremely limited. Caltrans Legal requires tribes to provide a limited waiver of sovereign immunity. However, the Caltrans Native American Liaison Branch makes sure that any waiver is very specifically limited in scope and in time to only applies to the contract itself (and to any possible audits). In an effort to streamline the RGA contracting process, there is a Sustainable Communities RGA boilerplate template for Native American Tribal Governments, available upon request.
- (2) Partnering with a Regional Agency** – Another mechanism for contracting with Caltrans is to collaborate with an MPO or RIPA. Caltrans can pass through grant funding to tribes for planning projects where options or time are limited. This option uses the three-part contract, MFTA/OWP/OWPA, and is usually the quickest option to allow planning projects to get started.

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(3) Transferring Funds Pursuant to 23 U.S.C. 202(a)(9) – Section 202(a)(9) of title 23, United States Code encourages cooperation between States and Tribes by allowing any funds received from a State, county, or local government to be credited to appropriations available for the Tribal Transportation Program (TTP). One potential source of such funding is funds apportioned or allocated to a State under title 23. Section 104(f)(3) allows the Secretary of Transportation to, at the request of a State, transfer among States, or to the FHWA, funds that have been so apportioned or allocated. This provision, used in conjunction with the authority under 23 U.S.C. 209(a)(9), allows State funds to be transferred to FHWA, which in turn would provide the funds to the specified Tribe.

For more information visit the FHWA website.¹⁴

Caltrans has successfully used the federal Section 202(a)(9) process to transfer Sustainable Communities grant funds to a Native American Tribal Government. In order to use this transfer process, an agreement would need to be in place with the FHWA or the Bureau of Indian Affairs, the Tribe, and the State that clearly identifies the project and the roles and responsibilities of all parties. Each interagency fund transfer includes 1) a fund transfer template and 2) an addendum lining out the specifics of the terms. This option requires involvement and approval by Caltrans Legal and the funds must be used for the intended purpose of the awarded Sustainable Communities grant.

¹⁴ Federal Highway Administration, Office of Tribal Transportation, 2020
<https://flh.fhwa.dot.gov/programs/ttp/documents/Fund-Transfer-Procedure-Pursuant-to-23-U.S.C.202%28a%29%289%29.pdf>

APPENDICES

APPENDIX A. GUIDANCE, TOOLS, AND RESOURCES FOR PREPARING A GRANT APPLICATION

The Grant Application Guide incorporates guidance from many sources. The following links are provided to assist applicants in preparing a competitive grant application consistent with the grant program, specific objectives, and the Grant Program Considerations.

GRANT PROGRAM CONSIDERATIONS

Caltrans Strategic Management Plan

The purpose of the Strategic Management Plan is to be a roadmap of Caltrans' role, expectations, and operations as we meet the challenges of modernizing Caltrans into a world-class Department of Transportation. The tools we use to implement this Plan are performance management, transparency, accountability, sustainability, and innovation. The Plan serves a number of functions:

- Provides clear direction for meeting statewide objectives;
- Creates and deepens strategic partnerships; and
- Provides performance measures that monitor success

<https://dot.ca.gov/-/media/dot-media/programs/sustainability/documents/caltrans-strategic-mgmt-plan-033015-a11y.pdf>

California Transportation Plan 2040

The *California Transportation Plan (CTP) 2040* vision is focused on sustainability: California's transportation system is safe, sustainable, universally accessible, and globally competitive. It provides reliable and efficient mobility and accessibility for people, goods, and services while meeting the State's GHG emission reduction goals and preserving the unique character of California's communities. This integrated, connected, and resilient multimodal system supports a thriving economy, human and environmental health, and social equity. The next iteration of the CTP, the CTP 2050, is in the process of being finalized, with adoption expected at the end of 2020. The next Grant Application Guide will be updated to reflect the CTP 2050.

The *CTP 2040* also aims to achieve the strategic goal to triple cycling and double walking and transit use statewide. Competitive grant applications will discuss how proposed projects will assist in reaching this goal established in the *Caltrans Strategic Management Plan*.

Competitive Sustainable Communities grant applications will integrate the appropriate *CTP 2040 Transportation Greenhouse Gas Reduction Strategies* outlined in the *CTP 2040*, Table 13 and Appendix 7 Technical Analysis. There are four categories of transportation GHG reduction strategies—demand management, mode shift, travel cost, and operational efficiency—that were developed based on input from the *CTP 2040* advisory committees, and with input gathered from all of the State's 18 MPOs and 26 RIPAs.

<https://dot.ca.gov/programs/transportation-planning/state-planning/california-transportation-plan>

Modal Plans that Support the California Transportation Plan 2040

CTP 2040 is the umbrella plan that informs and pulls together the State's long-range modal plans, described below, to envision the future system:

Interregional Transportation Strategic Plan (IISP)

A Caltrans document that provides guidance for the identification and prioritization of interregional transportation improvements to be funded in the Interregional Transportation Improvement Program (IIP). The 2015 IISP expanded the analysis from focusing on IIP investment in interregional highways and intercity rail to analyzing the entire interregional transportation system regardless of funding source. The purpose of the plan is to be a guiding document for all investment in the interregional transportation system.

<https://dot.ca.gov/programs/transportation-planning/multi-modal-system-planning/interregional-transportation-strategic-plan>

California Freight Mobility Plan

A statewide, long-range plan for California's freight transportation system. Developed in collaboration with our partners, the California Freight Mobility Plan (CFMP) was developed by the California State Transportation Agency (CalSTA) and Caltrans in consultation with the California Freight Advisory Committee.

<https://dot.ca.gov/programs/transportation-planning/freight-planning>

California State Rail Plan

A statewide plan that provides a framework for planning and implementing California's rail network for the next 20 years and beyond. The Rail Plan is a strategic plan with operating and capital investment strategies that will lead to a coordinated, statewide travel system.

<https://dot.ca.gov/programs/rail-and-mass-transportation/california-state-rail-plan>

California State Bicycle and Pedestrian Plan

"Toward an Active California," California's first statewide plan that lays out the policies and actions that Caltrans and its partner agencies will take to achieve the Department's ambitious statewide goals to double walking and triple bicycling trips by 2020.

<https://dot.ca.gov/programs/transportation-planning/office-of-smart-mobility-climate-change/smart-mobility-active-transportation/toward-an-active-california-state-bicycle-pedestrian-plan>

California High-Speed Rail Business Plan

The California High-Speed Rail Authority (Authority) is required by Public Utilities Code 185033 to prepare, publish, adopt and submit a business plan to the California State Legislature (Legislature) every two years. The Authority's business plan is an overarching policy document used to inform the Legislature, the public, and stakeholders of the project's implementation, and assist the Legislature in making policy decisions regarding the project.

https://hsrc.ca.gov/about/business_plans/

Statewide Transit Strategic Plan

The plan allows the State to prepare for the expanding landscape of personal mobility choices and the integration of urban and regional transit systems with the California High Speed Rail project. The Statewide Transit Strategic Plan highlights a sustainable transportation system that supports the

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outcomes of the CTP, the California State Rail Plan, and the California State Bicycle and Pedestrian Plan.

<https://dot.ca.gov/programs/rail-and-mass-transportation/statewide-transit-strategic-plan>

California Aviation System Plan

A multi-element plan prepared by Caltrans with the goal of developing and preserving the system of publicly owned, public-use airports and to promote the development of a safe, efficient, and sustainable air transportation system that meets the integrated mobility needs of the state of California.

<https://dot.ca.gov/programs/aeronautics/california-aviation-system-plan>

Title VI and Environmental Justice

Title VI of the U.S. Civil Rights Act prohibits discrimination on the basis of race, color, or national origin in programs or activities receiving federal financial assistance. A similar prohibition applies to recipients of state funds under California Government Code section 11135, which prohibits discrimination on the basis of race, color or national origin, as well as ethnic group identification, religion, age, sex, sexual orientation, genetic information, or disability. Title VI specifically provides the following:

No person in the United States shall, on the ground of race, color, national origin, religion, sex, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving financial assistance from the Federal government.

<https://dot.ca.gov/programs/civil-rights/title-vi>

The following tools are provided to assist grant applicants with integrating environmental justice in their proposed activities:

EJSCREEN: Environmental Justice Screening and Mapping Tool

EJSCREEN, developed by the United States Environmental Protection Agency, geospatially displays public health and environmental data and allows users to compare local data against state and national averages.

<https://www.epa.gov/ejscreen>

Environmental Justice Agency Assessment 2017

The California Environmental Justice Alliance recently completed the second Environmental Justice Agency Assessment, which provides an overview of how well environmental justice issues are being integrated or championed at state agencies, and where there are areas for improvement. The assessments in this report are made in the spirit of charting a course to improving agency actions, with the ultimate goal of improving conditions that negatively impact our most vulnerable residents. This progress is needed not just for environmental justice communities, but ultimately to benefit all Californians.

https://caleja.org/wp-content/uploads/2018/05/CEJA_AgencyAssessment_2017_FinalWeb.pdf

RESOURCES TO ADVANCE SUSTAINABLE COMMUNITIES GRANT SPECIFIC OBJECTIVES

Applicants must demonstrate how the project fits every aspect of the Grant Specific Objective, as appropriate for the applicant and project type. Some guidance is provided below however, it is not intended to be all inclusive.

Advance Transportation Related GHG Reduction Project Types/ Strategies

ARB 2017 Climate Change Scoping Plan, Appendix C

The California Air Resources Board (ARB) adopted the *2017 Climate Change Scoping Plan Update* which includes *Appendix C, Vibrant Communities and Landscapes – A Vision for California in 2050*, to guide how the State develops communities, preserves and protects its landscapes, and ensures that all Californians have equitable access to housing, health care, jobs, and opportunity. Competitive Sustainable Communities grant applications will demonstrate a linkage to this land use vision.

The ARB 2017 Climate Change Scoping Plan (Appendix C), also includes *Potential State-Level Strategies to Advance Sustainable, Equitable Communities and Reduce Vehicle Miles of Travel (VMT)* which outlines a list of potential additional strategies that the State could pursue to help achieve further VMT reduction, support local and regional actions already underway, and advance multiple additional goals.

While this document is intended to guide State-level actions, many of the strategies can also be implemented at a regional and local level. Sustainable Communities grant applicants are encouraged to explore these strategies and apply them, as appropriate, to proposed planning projects.

https://ww2.arb.ca.gov/sites/default/files/clasac/cc/scopingplan/2030sp_appc_vmt_final.pdf

For current activities and future updates on Scoping Plan efforts, visit:

<https://ww2.arb.ca.gov/our-work/programs/ab-32-climate-change-scoping-plan>

Senate Bill 743

Senate Bill (SB) 743 was signed in 2013, with the intent to “more appropriately balance the needs of congestion management with statewide goals related to infill development, promotion of public health through active transportation, and reduction of greenhouse gas emissions.” When implemented, “traffic congestion shall not be considered a significant impact on the environment” within California Environmental Quality Act (CEQA) transportation analysis. The CEQA guidelines have since established Vehicle Miles Traveled (VMT) as one of the measures of transportation-related environmental impact, beginning December of 2018. A key element of transportation analysis under the new guidance is forecasting induced vehicular travel.

Applicants who wish to pursue model improvements using Sustainable Communities formula or technical grants are encouraged to review available materials relating to forecasting induced travel, including those found on the Caltrans SB 743 implementation website, and refer to the example below. Refer to the Caltrans Traffic Analysis Framework for a detailed list of recommended standards for improved forecasting of induced vehicular travel.

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Examples include:

- Integration of land use modeling into travel demand models, improving long-term induced travel modeling capability
- Incorporation of impacts to trip-making behaviors as a result of network improvements
- Improved congestion feed-back into existing models, or pre- and post-processing procedures
- Induced travel case studies

SB 743: http://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=201320140SB743

Caltrans SB 743 Implementation:

<https://dot.ca.gov/programs/transportation-planning/office-of-smart-mobility-climate-change/sb-743>

Addressing the Needs of Disadvantaged Communities

Caltrans encourages eligible applicants to apply for Sustainable Communities Competitive Grants to address transportation needs and deficiencies in disadvantaged communities. Supporting planning projects that benefit a disadvantaged community is a priority; therefore, a minimum threshold of 50 percent of Sustainable Communities Competitive Grants has been identified for projects that benefit disadvantaged communities, which includes Native American Tribal Governments and rural communities (for transportation planning purposes, rural is defined as all areas of the State that are not included in urbanized areas of 50,000 in population or greater; see map in Appendix C which indicates rural areas).

Grant applicants are required to provide a justification in their grant application for how the project area meets the definition of a disadvantaged community and a description of how the project will benefit these communities, as well as how these communities will be engaged throughout the project.

The tools below, related to income level, environmental burden, and health inequities, are intended to help applicants identify the most vulnerable places that are facing disproportionate rates of economic, environmental, and health burdens. These tools must be cited in the grant application, as well as how the project area is compared to the statewide thresholds that are established in each tool.

Regionally and/or Locally Defined Disadvantaged Communities

Regionally and/or locally defined disadvantaged communities may be acceptable as long as statewide thresholds for the tools below are not circumvented. Applicants that use a regional or local definition should also provide data for their project, using the statewide tools below. Caltrans may not accept the regional/local definition if it is inadequately supported in the justification section of the grant application.

IMPORTANT INFORMATION:

Grant applicants are required to provide a justification in their grant application for how the project area meets the definition of a disadvantaged community and a description of how the project will benefit these communities, as well as how these communities will be engaged throughout the project.

Assembly Bill (AB) 1550 (Gomez, Chapter 369, Statutes of 2016)

AB 1550 further enhanced the Greenhouse Gas Reduction Fund statutory requirements to invest in disadvantaged communities by requiring a minimum investment of twenty-five percent in disadvantaged communities and another ten percent in low-income households or communities. AB 1550 provides definitions for low-income households and low-income communities that may be considered in application development:

- (1) “Low-income households” are those with household incomes at or below 80 percent of the statewide median income or with household incomes at or below the threshold designated as low income by the Department of Housing and Community Development’s list of state income limits adopted pursuant to Section 50093.
- (2) “Low-income communities” are census tracts with median household incomes at or below 80 percent of the statewide median income or with median household incomes at or below the threshold designated as low income by the Department of Housing and Community Development’s list of state income limits adopted pursuant to Section 50093.

AB 1550: https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=201520160AB1550

California Department of Education, Free or Reduced Priced Meals Data (FRMP)

The California Department of Education maintains the complete data files pertaining to students who are eligible for FRMP. FRMP data are collected annually and can also be used to assist Sustainable Communities applicants to define their disadvantaged community. Per SB 99 (Chapter 359, Statutes of 2013), the State’s Active Transportation Program disadvantaged community’s definition includes low income schools, where at least 75 percent of students are eligible to receive free or reduced meals under the National School Lunch Program.

<https://www.cde.ca.gov/ds/sd/sd/filessp.asp>

SB 99: https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=201320140SB99

CalEnviroScreen Version 3.0

CalEnviroScreen is a screening methodology that can be used to help identify California communities that are disproportionately burdened by multiple sources of pollution. CalEnviroScreen uses environmental, health, and socioeconomic information to produce a numerical score for each census tract in the state. For purposes of SB 535 (De León, Statutes of 2012), disadvantaged communities are defined as the top 25 percent scoring areas from CalEnviroScreen along with other areas with high amounts of pollution and vulnerable populations.

<http://oehha.maps.arcgis.com/apps/View/index.html?appid=c3e4e4e1d115468390cf61d9db83efc4>

California Healthy Places Index (HPI)

The California Healthy Places Index (HPI) is an interactive data and mapping tool that provides a detailed snapshot of the social determinants of health across California, mapped down to the Census tract level. HPI provides comparison rankings of Census tracts statewide and an accompanying policy action guide. Therefore, the HPI can be a useful tool in prioritizing areas with high levels of social and economic disadvantage for funding, policy, and planning interventions.

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HPI was developed by the Public Health Alliance of Southern California in collaboration with health departments and data experts across the state. Because the HPI focuses on the social and environmental conditions that contribute to health, policy makers and local agencies can use it to identify actionable policies that would improve health in their community, such as improving transportation access, housing affordability and quality, or access to parks and open space. HPI also incorporates “decision support layers” that can be overlaid to show additional indicators such as the California Department of Public Health’s (CDPH) climate change and health vulnerability indicators (see Appendix A, under Public Health Resources, **CDPH Climate Change and Health Vulnerability Indicators** for more information.).



<https://healthylacesindex.org/>

Understanding the HPI Score

The HPI includes a composite score for each Census tract in the State. The higher the score, the healthier the community conditions. Each Census tract’s score is converted to a percentile, which allows it to be compared to other California Census tracts. For example, an HPI percentile of 79 indicates that a Census tract has healthier community conditions than 79 percent of the Census tracts in California. HPI percentile rankings are further broken into quartiles, with percentiles below 25 typically used to indicate disadvantaged communities. Thus, lower scores can be used to demonstrate a community, or project/service area, is disadvantaged for purposes of qualifying for the minimum threshold of 50 percent for disadvantaged communities in this program.

In addition to the composite score and percentile ranking, applicants can review the individual domain scores or indicators themselves and explain how their project will improve one or more of these public health challenges. The numeric value and percentile ranking for these component indicators can be found either by using the live map or by accessing the data directly. These tools can be accessed at:

Live Map: <https://map.healthylacesindex.org/>

Direct Data: <https://healthylacesindex.org/data-reports/>

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HPI Examples		
Indicator	HDI Percentile	How will the project improve this health challenge?
Policy Action Area (Composite) Scores		
Neighborhood	Percentile ranking of all neighborhood-related indicators	Demonstrate how this plan will address health and transportation challenges related to neighborhood indicators (park access, supermarket access, retail density, alcohol availability and tree canopy)
Transportation	Percentile ranking of all transportation indicators	Demonstrate how this plan will address health and transportation challenges related to automobile access and active commuting
Individual Indicators		
Automobile Access	XX percent	Describe how plan will increase and improve transportation access to vital destinations, goods and services for those without auto access.
Active Commuting	XX percent	Describe how the plan will improve transportation options for those without a car, specifically regarding active commuting by foot, bike, and transit in the project area.
Park Access	XX percent	Demonstrate how project will improve transportation access to parks/ open space.

For more information on the HPI, including how to calculate a score for your project area and suggested project types for improving public health, visit [\http://healthplaceindex.org/](http://healthplaceindex.org/).

Senate Bill 1000 (Leyva, Chapter 587, Statutes of 2016)

SB 1000 requires local jurisdictions to develop environmental justice elements in their next General Plan updates. Specifically, the environmental justice element, or the environmental justice goals, policies, and objectives in other elements, must be adopted or reviewed upon the adoption or next revision of 2 or more elements concurrently on or after January 1, 2018. Grant applicants are encouraged to describe efforts to comply with this new general plan requirement.

http://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=201520160SB1000

California Environmental Justice Alliance SB 1000 Toolkit

The California Environmental Justice Alliance SB 1000 Toolkit may help applicants describe their efforts to include the Environmental Justice element in their general plan updates.

<https://caleja.org/2017/09/sb-1000-toolkit-release/>

Displacement/ Gentrification

Transportation improvements, especially new rail lines and stations to low-income communities, can increase access to opportunities. But they can also result in much higher property values and an increase in the cost of owning and renting property, inadvertently displacing existing residents and businesses. Being forced to leave a home is a stressful, costly and traumatic life event, especially when affordable housing is so limited. There is a growing recognition of tools and strategies that can be implemented alongside community investments to reduce displacement.

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Grant applicants are encouraged to reference the *2017 RTP Guidelines, Appendices K and L* for best practices in addressing displacement of low income and disadvantaged communities.

Transformative Climate Communities Program

The State's Transformative Climate Communities Program provides a framework for applicants to avoid displacement and may assist Sustainable Communities grant applicants in addressing displacement.

http://sgc.ca.gov/programs/tcc/docs/20180815-TCC_Final_GUIDELINES_07-31-2018.pdf.

Implementing Senate Bill 350 (De Leon, Chapter 547, Statutes of 2015) and Community Needs Assessments

Caltrans supports implementation of SB 350, the Clean Energy and Pollution Reduction Act of 2015, which establishes as a State priority the reduction of GHG emissions through the promotion of various clean energy policies, including widespread transportation electrification, for the benefit of all Californians. Transforming the State's transportation sector to support widespread electrification requires increasing access for all Californians, including low-income residents and those living in disadvantaged communities, across a broad spectrum of clean transportation and mobility options to address community specific transportation needs. Caltrans is leading efforts to identify low-income residents and disadvantaged communities' transportation and mobility needs through ongoing and potential future statewide planning processes.

In support of this State goal, Sustainable Communities applicants are encouraged to conduct local Community Needs Assessments of low-income resident and disadvantaged communities' transportation and mobility needs to ensure feedback is incorporated in transportation planning. Community Needs Assessments include an evaluation of the following categories of transportation barriers and opportunities at the community level: (1) Access and Reliability; (2) Convenience; (3) Safety; (4) Demographic Characteristics and Community Setting; and, (5) Planning, Infrastructure and Investments.

SB 350: https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=201520160SB350

Final Guidance Document, Low-Income Barriers Study, Part B: Overcoming Barriers to Clean Transportation Access for Low-Income Residents

In February 2018, the California Air Resources Board released the Final Guidance Document, *Low-Income Barriers Study, Part B: Overcoming Barriers to Clean Transportation Access for Low-Income Residents*. This Guidance Document provides background for SB 350 and may assist Sustainable Communities applicants with developing Community Needs Assessments as a standalone project or as part of a proposed project.

<https://ww2.arb.ca.gov/resources/documents/carb-barriers-report-final-guidance-document>

Public Health Resources

The following tools can be used to further describe the community's climate change and health vulnerability, and other needs, including helping to create qualitative descriptions of existing community health risks and vulnerabilities and how the proposal will address them.

Community Health Needs Assessments

Community Health Needs Assessments (CHNA) and implementation strategies are regularly conducted by county public health departments and are newly required of tax-exempt hospitals as a result of the Patient Protection and Affordable Care Act. These assessments and strategies create an important opportunity to improve the health of communities. They ensure that hospitals

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have the information they need to provide community benefits that meet the needs of their communities. They also provide an opportunity to improve coordination of hospital community benefits with other efforts to improve community health. By federal statute, the CHNAs must take into account input from “persons who represent the broad interests of the community served by the hospital facility, including those with special knowledge or expertise in public health.” To avoid duplicative efforts, grant applicants are encouraged to contact and coordinate with local health departments/non-profit hospitals to take advantage of information that may have been collected as part of CHNA efforts, such as low-income resident and disadvantaged communities’ transportation and mobility needs. It is important for grant applicants to connect with these public health entities for both partnership building on transportation needs for under-resourced communities, but also to not over-burden those communities with multiple assessments or efforts asking similar questions.

<https://www.astho.org/Programs/Access/Community-Health-Needs-Assessments/>

CDPH Climate Change and Health Vulnerability Indicators (CCHVIs)

CDPH developed the Climate Change and Health Vulnerability indicators, narratives, and data to provide local health departments and partners the tools to better understand the people and places in their jurisdictions that are more susceptible to adverse health impacts associated with climate change, specifically extreme heat, wildfire, sea level rise, drought, and poor air quality. The assessment data can be used to screen and prioritize where to focus deeper analysis and plan for public health actions to increase resilience.

The CCHVIs can be viewed on “CCHVIZ”, CDPH’s interactive data visualization platform:

<https://discover.cdph.ca.gov/ohe/CCHVIZ/>. The CCHVIs have also been incorporated into the HPI as decision support layers, to better integrate addressing health outcomes associated with climate change and various social determinants of health. See above for more information on the HPI.

<https://www.cdph.ca.gov/Programs/OHE/Pages/CC-Health-Vulnerability-Indicators.aspx>

CDPH Climate Change and Health Profile Reports (CHPRs)

The CDPH Climate Change and Health Profile Reports are designed to help counties in California prepare for the health impacts related to climate change through adaptation planning. The reports present projections for county and regional climate impacts, the climate-related health risks, and local populations that could be vulnerable to climate effects. The information is based on available science compiled from previously published, state-sponsored research and plans.

<https://www.cdph.ca.gov/Programs/OHE/Pages/ClimateHealthProfileReports.aspx>

CDPH Healthy Communities Data and Indicators Project (HCD)

The goal of the HCD is to enhance public health by providing a standardized set of statistical measures, data, and tools that a broad array of sectors can use for planning healthy communities and evaluating the impact of plans, projects, policy, and environmental changes on community health. The Healthy Community Framework identifies 20 key attributes (i.e., “aspirational goals”, such as “Safe, sustainable, and affordable transportation options” or “Access to affordable and safe opportunities for physical activity”) of a healthy community through all stages of life, clustered in five broad categories (i.e., “domains”, such as “Meets the Basic Needs of All” or “Quality and Sustainability of Environment”). HCD data indicators, narratives, and visualizations are found here.

<https://www.cdph.ca.gov/Programs/OHE/Pages/HCDSearch.aspx>

Active Community Engagement

Sustainable Communities Competitive Grant applications must include an explanation of how local residents and community-based organizations will be meaningfully engaged in developing the final product, especially those from disadvantaged and low-income communities, and how the final product will address community-identified needs. Applicants are encouraged to implement, as applicable and appropriate the tips, best practices, and tools listed below:

Community Engagement Best Practices

- Utilize a Participatory Budgeting (PB) planning process, as appropriate. PB is a democratic approach to public spending that meaningfully and deeply engages people in government and the community. During PB, community members democratically decide how to spend part of a public budget, enabling them to make the fiscal decisions that affect their lives and the health of their communities.
- Seek existing community-based organizations or agencies that organize vulnerable populations, to be able to reach out and form collaborative relationships.
- Involve local health departments which can provide assistance in reaching community-based organizations and disadvantaged and vulnerable community members.
- Collaborate with disadvantaged and vulnerable communities to design and implement programs, plans and policies. Robust engagement of disadvantaged and vulnerable communities in significant agency decisions brings about better decisions through increased input from different perspectives, increases buy-in and acceptance of decisions and support for their implementation.
- Make opportunities for input accessible in terms of formats (pop-up workshops, temporary built-environment demonstrations, online, in public meetings, one on one, by mail, etc.), venues (at school and community events, community centers, libraries, transit hubs, etc.), hours (evening or weekend), and language (accessible to lay people and translated into the principle languages of the relevant communities, including accessible media such as caption videos).
- Develop a written collaboration agreement or memorandum of understanding that defines respective roles, expectations, desired outcomes, and agreements for how to work together.
- Establish an advisory group of representatives of vulnerable communities, including community leaders and give them worthwhile roles to design the public engagement process, so that community capacity is built during the collaboration process.
- Conduct targeted outreach to community groups representing special needs populations, disadvantaged communities and a variety of socio-economic groups through various methods.
- Use a variety of outreach methods to optimize participation, such as creating and marketing user-friendly survey websites for public feedback, conducting surveys in multiple languages to collect input on local citizens' priorities, and carrying out meetings at accessible times and meeting locations (e.g., using community group buildings, hosting pop-up workshops at public venues, etc.).

Note: The applicant should increase efforts beyond basic public noticing and public hearings. Options for demonstrating additional public outreach could include, but not limited to all the above.

Videos and Training on COVID-19 Public Engagement Best Practices and Strategies

In response to the COVID-19 pandemic, public engagement is adapting to the current environment of social distancing protocols. Applicants will need to consider how to conduct public outreach and engagement during these times. Below are some resources to help applicants evaluate the best strategy for public engagement.

- **Digital Engagement:** Digital engagement can greatly increase the reach of public education and involvement; many public agencies have been surprised by the positive results and substantial increase in participants.

Caltrans Planning Horizons, “Digital Public Engagement and Transportation: Getting It Right – Theory, Techniques and Best Practices.”

<https://youtu.be/85t9ibR2U7Q>

- **Public Engagement in Disadvantaged Communities:** Celia McAdam and Natalie Porter of AIM Consulting hosted a WTS seminar where they provided examples and strategies for public outreach during the COVID-19 pandemic.

<https://youtu.be/k2dPVqhIwvc>

Integrated Housing, Land Use, and Transportation Planning

Development patterns directly impact GHG emissions, including those from transportation between jobs and housing. Improved coordination between housing and transportation can reduce commute times, increase transit ridership, lower vehicle miles traveled, lower pollution and GHG, provide greater economic opportunity, and other positive outcomes.

To support planning for housing California’s growing population, the State Department of Housing and Community Development (HCD) reviews each local government’s housing element of its general plan.

- The housing element must plan to meet the local government’s existing and regional housing needs allocation and quantify and analyze the specific needs and resources available to address the housing needs.
- A housing element can also provide a mechanism to adopt efficient land-use strategies, including those that address climate change and reduce greenhouse emissions. For example, strategies could include the promotion of higher density, infill development, mixed-use development, or transit-oriented development near transit stations or transit corridors.
- Local governments are required to annually submit progress reports on the implementation of the housing element and provide a detail of production toward their projected housing needs.

For more information on:

- Housing element requirements, see the HCD Building Blocks website at <https://www.hcd.ca.gov/community-development/building-blocks/index.shtml>,
- Adopted housing element requirements, see the “Housing Element Process” section at <https://www.hcd.ca.gov/community-development/building-blocks/getting-started/before-starting.shtml>
- A local government’s housing element compliance, see <http://www.hcd.ca.gov/community-development/housing-element/docs/status.pdf>
- Annual Progress Reports, see the “Annual Progress Report” section at <https://www.hcd.ca.gov/community-development/housing-element/index.shtml>

Promote the Region's RTP/SCS, State Planning Priorities, and Climate Adaptation Goals

The intent of additional Sustainable Communities grant funding, pursuant to SB 1 - The Road Repair and Accountability Act of 2017, is to encourage local and regional planning that furthers state goals, including but not limited to, the goals and best practices cited in the RTP Guidelines. Competitive applications will incorporate these cutting-edge planning practices into their proposed planning projects.

2017 RTP Guidelines (Appendix K, Page 273; Appendix L, Page 309)

The California Transportation Commission adopted the 2017 RTP Guidelines for RTPAs and 2017 RTP Guidelines for MPOs which includes Appendix K– Promoting Health and Health Equity in MPO RTPs and Appendix L– Planning Practice Examples. These appendices highlight planning practices that are undertaken by large, medium, and small MPOs in both rural and urban areas throughout the State.

<https://dot.ca.gov/programs/transportation-planning/regional-planning/federal-state-planning-program/2017-rtp-guidelines-for-mpos>

SB 1 - The Road Repair and Accountability Act of 2017 (Beall, Chapter 5, Statutes of 2017)

SB 1: https://leginfo.ca.gov/faces/billTextClient.xhtml?bill_id=201720180SB1

SB 375 (Steinberg, Chapter 728, Statutes of 2008)

Caltrans supports SB 375 RTP SCS efforts. Successful applications must be compatible with an existing adopted SCS, where applicable, that meets the region's GHG targets, and must strongly support and aim to implement regional SCS efforts. The SCS planning process is intended to help communities reduce transportation related GHG emissions, coordinate land use and transportation planning, and assist local and regional governments in creating sustainable communities for residents throughout the State.

Although most rural areas of the State are not subject to SB 375 SCS requirements, Caltrans still promotes the development of sustainable communities in these areas of the State and efforts to match GHG reduction targets and other goals embodied in SCSs under SB 375. Eligible rural agencies are strongly encouraged to apply for Sustainable Communities Competitive Grants.

Information on SB 375-related planning efforts:

<https://ww2.arb.ca.gov/our-work/topics/sustainable-communities>.

SB 375: https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=200720080SB375

Complete Streets and Smart Mobility Framework

Caltrans also supports complete streets and the Smart Mobility Framework (SMF). If applicable, Caltrans encourages applicants to consider the tools and techniques contained in the SMF as well as typical components of complete streets. Specifically, this might include how the project addresses components of community design, regional accessibility, place types, and priority activities to achieve smart mobility outcomes, community transition, and associated multimodal performance measures for the appropriate context of the problem. Information on these efforts can be found at:

Complete Streets

<https://dot.ca.gov/programs/transportation-planning/office-of-smart-mobility-climate-change/smart-mobility-active-transportation/complete-streets>

Smart Mobility Framework

<https://dot.ca.gov/programs/transportation-planning/office-of-smart-mobility-climate-change/smart-mobility-active-transportation/smart-mobility-framework>

Climate Ready Transportation

Through the Grant Program, Caltrans supports the State's broader efforts to help ensure our transportation infrastructure is climate-ready. In order to prioritize these investments, Governor Gavin Newsom signed Executive Order (EO) N-19-19 on September 20, 2019 to redouble the state's "efforts to reduce greenhouse gas emissions and mitigate the impacts of climate change while building a sustainable, inclusive economy." The EO lists California's ambitious and essential climate goals to transition to a healthier, more sustainable and more inclusive economy, including:

- Reducing greenhouse gas emissions 40 percent below 1990 levels by 2030
- Providing 100 percent of the State's electricity from clean energy sources by 2045
- Reducing methane emissions and hydrofluorocarbon gases by 40 percent
- Adding five million zero-emission vehicles to the State's roads by 2030

To help achieve these goals, the EO directs the California State Transportation Agency to leverage over \$5 billion in annual state transportation spending toward transportation construction, operations, and maintenance to lower fuel consumption and greenhouse gas emissions from transportation. This includes strategies for lowering vehicle miles traveled, such as supporting housing development near available jobs, and supporting active modes of transportation such as biking and walking that also benefit public health. The EO specifically requires that the State Transportation Agency also work to mitigate increased transportation costs for low-income communities.

<https://www.gov.ca.gov/wp-content/uploads/2019/09/9.20.19-Climate-EO-N-19-19.pdf>

Integrated Climate Adaptation and Resiliency Program

Senate Bill 246 (Wieckowski, Chapter 606, Statutes of 2015) established the Integrated Climate Adaptation and Resiliency Program (ICARP) within the Governor's Office of Planning and Research to coordinate regional and local efforts with State climate adaptation strategies

(Public Resources Code Section 71354). Grant applicants may refer to the ICARP website to explore the State Adaptation Clearinghouse, a centralized source of information and resources to assist decision makers at the state, regional, and local levels when planning for and implementing climate adaptation projects to promote resiliency across California.

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ICARP Website: <http://www.oprc.a.gov/planning/icarp/>

SB 246: https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=201520160SB246

Community Climate Resiliency

Grant applicants are encouraged to consider if the surrounding community is experiencing any specific climate vulnerabilities and how the proposed planning project aims to address specific concerns. Grant applicants should also describe how potential climate impacts are taken into consideration in the proposed planning project, such as the incorporation of natural infrastructure, and, if applicable, how the project conforms with the local implementation of SB 379 (Jackson, Statutes of 2015), Government Code Section 65302(g)(4), where cities and counties are required to address climate adaptation and resiliency strategies in the safety element of their general plan.

Defining Vulnerable Communities in an Adaptation Context, OPR Resource Guide

The Governor's Office of Planning and Research, with input from the Integrated Climate Action and Resiliency Program (ICARP) Technical Advisory Council, developed a resource guide for practitioners to use when first considering how to define vulnerable communities in an adaptation context. The document includes: (1) The ICARP Technical Advisory Council's definition of climate-vulnerable communities, (2) A summary of existing statewide assessment tools that can be used to identify vulnerable communities in a climate adaptation context, including a crosswalk with the indicators that are required elements of an SB 1000 (Leyva, Statutes of 2016) analysis; (3) Additional indicators that could be used to assess underlying vulnerability on a case-by-case basis; (4) A list of process guides that can serve to aid agencies undertaking efforts to define vulnerable communities.

<http://oprc.a.gov/planning/icarp/vulnerable-communities.html>

Climate Action Plans

Many California cities and counties are developing Climate Action Plans to reduce their GHG emissions. The website above provides a host of resources, including example Climate Action Plans and templates.

<http://www.ca-ilg.org/climate-action-plans>

Safe guarding California

Safe guarding California is the strategy that organizes state government climate change adaptation activities.

<http://resources.ca.gov/climate/safe-guarding/>

CalAdapt

CalAdapt provides a view of how climate change might affect California. Find tools, data, and resources to conduct research, develop adaptation plans and build applications.

<http://caladapt.org/>

California Climate Adaptation Planning Guide

The Adaptation Planning Guide provides guidance to support regional and local communities in proactively addressing the unavoidable consequences of climate change. It provides a step-by-step process for local and regional climate vulnerability assessment and adaptation strategy development.

<http://resources.ca.gov/climate/safeguarding/local-action/>

California Sustainable Freight Action Plan

In July 2015, Governor Edmund G. Brown Jr. issued Executive Order B-32-15, which provides a vision for California's transition to a more efficient transport system. This transition of California's freight transport system is essential to supporting the State's economic development in coming decades while reducing harmful pollution affecting many California communities. As a key first step, the Governor's Executive Order directs the California State Transportation Agency, California Environmental Protection Agency, Natural Resources Agency, California Air Resources Board, California Department of Transportation, California Energy Commission, and Governor's Office of Business and Economic Development to develop a California Sustainable Freight Action Plan (Action Plan), by July 2016. This Action Plan is an unprecedented effort, intended to integrate investments, policies, and programs across several State agencies to help realize a singular vision for California's freight transport system. The Action Plan provides a recommendation on a high-level vision and broad direction to the Governor to consider for State agencies to utilize when developing specific investments, policies, and programs related to the freight transport system that serves our State's transportation, environmental, and economic interests. Competitive grant applications will highlight how their planning effort will support this Action Plan.

<https://dot.ca.gov/programs/transportation-planning/freight-planning>

APPENDIX B. SAMPLE APPLICATION PACKAGE

The Grant Application Guide and all fillable application documents can be found on the Sustainable Transportation Planning Grant website.

- Application Cover Sheet, Signature Page, and Checklist
- Application Narrative
- Scope of Work and Checklist
- Cost and Schedule and Checklist
- Third-Party In-Kind Valuation Plan and Checklist
- Local Resolution and Checklist

Application Checklist

The following documents are required and must be submitted via e-mail in one single PDF document. Keep the file name brief, as files become corrupt when file names are too long. Refer to the Grant Application Guide for additional information and/or samples. Failure to include any of the required documents will result in a reduced application score.

PDF documents should be submitted in their fillable PDF formats.

Required Documents	
(x)	Ensure these items are completed prior to submitting to Caltrans
	Application Cover Sheet
	Signature Page (Electronic signatures accepted)
	Application Narrative
	Scope of Work
	Project Timeline
	Third Party In-Kind Valuation Plan (if applicable, required upon award)
	Map of Project Area
Supplemental Documentation (not required)	
	Graphics of Project Area (when applicable)
	Letter(s) of support
	Data

Attachment III



Sustainable Transportation Planning Grant Program
GRANT APPLICATION COVER SHEET

PART A. APPLICATION INFORMATION

FY 2021-22

Grant Category (choose only one)

<input checked="" type="checkbox"/> Sustainable Communities (MPOs with sub-applicant, RTPAs, Transit Agencies, Cities, Counties, Tribes, other Public Transportation Planning Entities)	<input checked="" type="checkbox"/> Strategic Partnerships (MPOs and RTPAs only)
Sustainable Communities Competitive (11.47% Local Match requirement)	Strategic Partnerships (FHWA SPR Part I) (20% Local Match requirement)
Sustainable Communities Competitive Technical (11.47% Local Match requirement)	Strategic Partnerships Transit (FTA 5304) (11.47% Local Match requirement)

Application Submittal Type (choose only one)

<input checked="" type="checkbox"/> New	<input checked="" type="checkbox"/> Prior Phases	<input checked="" type="checkbox"/> Re-Submittal
New Application	Continuation of a prior project. If so, list the project title below.	Re-submittal from a prior grant cycle. If so, list below how many times grantee has submitted an application for this project

PART B. PROJECT INFORMATION

Project Title and Location

Project Title			
Project Location (City)		Project Location (County)	

PART D: Funding Information

- Is the applicant proposing to meet the minimum local match requirement or an over-match? Use the Match Calculator to determine the appropriate match. [Match Calculator](#)
☐ Minimum Local Match ☐ Over-Match
- What is the source of Local Match funds being used?
 (MPOs – Federal Toll Credits, PL, and FTA 5303 Funds cannot be used to match Sustainable Communities Competitive)
☐ Local Transportation Funds ☐ Local Sales Tax ☐ Special Bond Measures
☐ Other, specify:

Grant Funds Requested	Local Match (Cash)	Local Match (In-Kind)	Total Local Match	% Local Match	Total Project Cost
\$	\$	\$	\$		\$



Sustainable Transportation Planning Grant Program
GRANT APPLICATION COVER SHEET

PART C. CONTACT INFORMATION

	Applicant	Sub-Applicant	Sub-Applicant
Organization (legal name)			
Street Address			
Phone Number			
City			
Zip Code			
Executive Director Name			
Title			
Contact Person Name			
Contact Person Title			
Phone Number			
Contact E-mail address			

PART D. COMPLIANT HOUSING ELEMENT

City/County Applying for Sustainable Communities Grants	Yes (X)	No (X)
Does the City/County have a compliant Housing Element?		
Has the City/County submitted Annual Progress Report to HCD for calendar years 2018 and 2019?		



Sustainable Transportation Planning Grant Program
GRANT APPLICATION COVER SHEET

PART E. LEGISLATIVE INFORMATION

Use the following link to determine the appropriate legislative members in the Project area.

Search by address: <http://findyourrep.legislature.ca.gov/>

State Senator(s)		Assembly Member(s)	
District	Name	District	Name

PART F. LETTERS OF SUPPORT

List all letters of support received for the proposed project.

Name/Agency	Name/Agency

Attachment III



Sustainable Transportation Planning Grant Program
 GRANT APPLICATION SIGNATURE PAGE

If selected for funding, the information contained in this application will become the foundation of the contract with Caltrans.

To the best of my knowledge, all information contained in this application is true and correct. If awarded a grant with Caltrans, I agree that I will adhere to the program guidelines.

Applicant			
Authorized Official (Applicant)			
Print Full Name			
Title			
Signature		Date	
Sub-Applicant(s)			
Authorized Official (Sub-Applicant)			
Print Full Name			
Title			
Signature		Date	
Authorized Official (Sub-Applicant)			
Print Full Name			
Title			
Signature		Date	
Authorized Official (Sub-Applicant)			
Print Full Name			
Title			
Signature		Date	



Sustainable Transportation Planning Grant Program
SUSTAINABLE COMMUNITIES - GRANT APPLICATION
NARRATIVE

PART G. APPLICATION NARRATIVE		FY 2021-22
Project Information		
Organization (legal name)		
Project Title		
Project Area Boundaries		
Application Narrative		
<p>1. Project Description 150 words maximum (10 points) Briefly summarize project in a clear and concise manner, including major deliverables, parties involved, and any connections to relevant local, regional, and/or State planning efforts. Do not exceed the space provided.</p>		
<p>2A. Project Justification (15 points)</p> <ul style="list-style-type: none"> Describe the problems or deficiencies the project is attempting to address, as well as how the project will address the identified problems or deficiencies. List the ramifications of not funding this project. Clearly define the existing issues surrounding the project (e.g., transportation issues, inadequate transit services, impacts of heavy trucking on local streets, air pollution, etc.). Competitive applications support the need for the project with empirical data. Describe how this project addresses issues raised Define the public benefit Explain how the public was involved with identifying issues Describe the impact of not funding the project Do not exceed the space provided 		



Sustainable Transportation Planning Grant Program
SUSTAINABLE COMMUNITIES - GRANT APPLICATION
NARRATIVE

2B. Disadvantaged Communities Justification (5 points)

- Explain how the project area or portions of the project area are defined as a disadvantaged community, including Native American Tribal Governments and rural communities.
- Explain how the proposed project addresses the needs of the disadvantaged community.
- Describe how disadvantaged communities will benefit from the proposed planning project.
- The tools in Grant Application Guide, Appendix A, are intended to help applicants define a disadvantaged community.
 - Cite data sources, the tools used, and include a comparison to the statewide thresholds that are established in each tool.
- **Do not exceed the space provided.**

2C. Disadvantaged Communities Engagement (5 points)

- Describe how the proposed effort would engage disadvantaged communities, including Native American Tribal Governments and rural communities. Include specific outreach methods for involving disadvantaged communities.
- Describe how disadvantaged communities will continue to be engaged during the next phases after the proposed planning project is complete, including project implementation. See Grant Application Guide, Appendix A, for best practices in community engagement.
- **Do not exceed the space provided.**

3. Grant Specific Objectives (Total 35 points)

Integrate the following Grant Program Considerations (Grant Application Guide, Chapter 1.2) in the responses for 3A-G below, as applicable:

- Caltrans Strategic Management Plan
- California Transportation Plan (CTP) 2040
- Modal Plans that Support the CTP 2040
- Title VI and Environmental Justice



Sustainable Transportation Planning Grant Program
SUSTAINABLE COMMUNITIES - GRANT APPLICATION
NARRATIVE

3A. Grant Specific Objectives (5 points)

- Explain how the proposal encourages local and regional multimodal transportation, housing and land use planning that furthers the region's RTP SCS (where applicable).
- Demonstrate how the proposed effort would coordinate transportation, housing, and land use planning components of the project to inform one another (i.e., regular coordination meetings between responsible entities, joint community meetings, letters of commitment from all relevant implementing agencies, etc.).
- Explain how the proposed effort would contribute to shifts in land use towards more sustainable and equitable communities, such as more affordable housing near transit or more compact regional development patterns. (Reference Grant Application Guide, Chapter 2.2, for example project types)
- **Do not exceed the space provided.**

3B. Grant Specific Objectives (5 points)

- Explain how the proposal contributes to the State's GHG reduction targets and advances transportation related GHG emission reduction project types/strategies (i.e., mode shift, demand management, travel cost, operational efficiency, accessibility, and coordination with future employment and residential land use, etc.)
- **Do not exceed the space provided.**

3C. Grant Specific Objectives (5 points)

- Explain how the proposal supports other State goals, including but not limited to:
 - State Planning Priorities (Government Code Section 65041.1)
 - Climate Adaptation Goals (Safeguarding California)
 - Goals and Best Practices cited in the 2017 RTP Guidelines, Appendices K and L.
- **Do not exceed the space provided.**

3D. Grant Specific Objectives (5 points)

- Explain how the proposal encourages stakeholder involvement.
 - List the stakeholders involved in the planning effort (e.g., first responders, community-based organizations, local housing and public health departments, transit agencies, and partners including State, federal, local agencies)
 - Explain how stakeholders will be involved throughout the project.
- **Do not exceed the space provided.**



Sustainable Transportation Planning Grant Program
SUSTAINABLE COMMUNITIES - GRANT APPLICATION
NARRATIVE

3E. Grant Specific Objectives (5 points)

- Explain how the proposal involves active community engagement.
- Describe the specific public outreach methods/events that will be employed throughout the project
- Explain how public input will inform the project.
- Describe how the effort will survey the public at the end of each outreach event to gauge effectiveness of these activities for the planning effort.
- **Do not exceed the space provided.**

3F. Grant Specific Objectives (5 points)

- Explain how the proposal assists in achieving the Caltrans Mission and Grant Program Objectives (Grant Application Guide, Chapter 1.2)
 - Sustainability, Preservation, Accessibility, Safety, Innovation, Economy, Health, and Social Equity, as applicable.
- **Do not exceed the space provided.**

3G. Grant Specific Objectives (5 points)

- Explain how the proposal ultimately results in funded and programmed multimodal transportation system improvements. Applicants should discuss next steps for project implementation, including timing for programming improvements that would result from the planning effort.
- **Do not exceed the space provided.**

4. Project Management (Total 30 points)

See Scope of Work and Cost and Schedule samples and checklists for requirements (Grant Application Guide, Appendix B), also available on the Caltrans grants website:
<https://dot.ca.gov/programs/transportation-planning/regional-planning/sustainable-transportation-planning-grants>

4A. Scope of Work (15 points)

4B. Project Timeline (15 points)



Sustainable Transportation Planning Grant Program
STRATEGIC PARTNERSHIPS - GRANT APPLICATION NARRATIVE

PART G. APPLICATION NARRATIVE		FY 2021-22
Project Information		
Organization (legal name)		
Project Title		
Project Area Boundaries		
Application Narrative		
<p>1. Project Description 150 words maximum (10 points) Briefly summarize the project in a clear and concise manner, including major deliverables, parties involved, and any connections to relevant local, regional, and/or State planning efforts. Do not exceed the space provided.</p>		
<p>2. Project Justification (30 points)</p> <ul style="list-style-type: none"> • Describe the problems or deficiencies the project is attempting to address, as well as how the project will address the identified problems or deficiencies. • List the ramifications of not funding this project. • Clearly define the existing issues surrounding the project (e.g., transportation issues, in-adequate transit services, impacts of heavy trucking on local streets, air pollution, etc.). • Competitive applications support the need for the project with empirical data. • Describe how this project addresses issues raised. • Describe the impact of not funding the project. • Do not exceed the space provided. 		
<p>3. Grant Specific Objectives (Total 20 points) Integrate the following Grant Program Considerations (Grant Application Guide, Chapter 1.2) in the responses for 3A-3D below, as applicable:</p> <ul style="list-style-type: none"> • Caltrans Strategic Management Plan • California Transportation Plan (CTP) 2040 • Modal Plans that Support the CTP 2040 • Title VI and Environmental Justice 		



Sustainable Transportation Planning Grant Program STRATEGIC PARTNERSHIPS - GRANT APPLICATION NARRATIVE

<p>3A. Grant Specific Objectives (5 points)</p> <ul style="list-style-type: none">List and explain how the proposal would accomplish the Federal Planning Factors (Grant Application Guide, Chapter 4.2), achieve the Caltrans Mission and the Grant Program Objectives (Grant Application Guide, Chapter 1.2.)Do not exceed the space provided.
<p>3B. Grant Specific Objectives (5 points)</p> <ul style="list-style-type: none">Explain how the proposal partners with Caltrans to identify and address statewide, interregional, or regional transportation deficiencies in the State Highway System (or multimodal transportation system for transit-focused projects).Clearly define how Caltrans will be a partner in the proposed project, as appropriate for the project.Do not exceed the space provided.
<p>3C. Grant Specific Objectives (5 points)</p> <ul style="list-style-type: none">Explain how the proposal strengthens government-to-government relationships.Outline the entities involved with the proposed project and how partnerships will be strengthened as a result.Do not exceed the space provided.
<p>3D. Grant Specific Objectives (5 points)</p> <ul style="list-style-type: none">Explain how the proposal results in programmed system improvements.Discuss next steps for project implementation, including timing for programming improvements that would result from the planning effort.Do not exceed the space provided.
<p>3. Project Management (Total 40 points)</p> <p>See Scope of Work and Cost and Schedule samples and checklists for requirements (Grant Application Guide, Appendix B), also available on the Caltrans grants website, https://dot.ca.gov/programs/transportation-planning/regional-planning/sustainable-transportation-planning-grants</p>
<p>4A. Scope of Work (20 points)</p>
<p>4B. Cost and Schedule (20 points)</p>

Scope of Work Checklist

The Scope of Work (SOW) is the official description of the work that is to be completed during the contract. Tasks 1-6 outlined in the SOW are for illustrative purposes only. Task **Applications with missing components will be at a competitive disadvantage.** Please use this checklist to make sure your Scope of Work is complete.

Scope of Work	
(x)	Ensure these items are completed prior to submitting to Caltrans
	Use the Fiscal Year 2021-22 template provided and in Microsoft Word format.
	Include the activities discussed in the grant application.
	List all tasks using the same title as stated in the Project Cost and Schedule.
	Include task numbers in accurate and proper sequencing, consistent with the Project Cost and Schedule.
	Ensure that sub-task numbers are not included.
	Include a thorough Introduction to describe relevant background, related planning efforts, the project and project area demographics, including a description of the disadvantaged community involved with the project, if applicable.
	Include a thorough and accurate narrative description of each task.
	Task 01 is a required task. It must be titled "Project Administration", it cannot exceed 5% of the grant award amount, and only the grantee can charge against this Task. This Task must only include the following activities and deliverables: <ul style="list-style-type: none"> • Project kick-off meeting between the grantee and Caltrans at the start of the grant • Invoicing and quarterly reporting to Caltrans • DBE Reporting (federal grants only)
	Include Task 02 for the procurement of a consultant (if needed). This task for the <u>grantee only</u> .
	Public outreach task must include detailed public participation and services to diverse communities.
	Identify public outreach strategies in a manner that provides flexibility and allows for a diverse range of outreach methods (both in-person and on-line), considering the current COVID-19 environment.
	Must include a Task(s) for a Draft and Final product. The draft plan must include an opportunity for the public to provide feedback. (Excludes technical projects)
	The final product must include a summary of next steps your agency will take towards implementing the project.
	Achievable project deliverables must be listed for each Task.
	EXCLUDE environmental, complex design, engineering work, and other ineligible activities outlined in the Grant Application Guide.

SCOPE OF WORK

Project Information	
Grant Category	
Grant Fiscal Year	
Project Title	
Organization (legal name)	

Introduction

[Provide a detailed summary of the grant project]

Project Stakeholders

[Provide a detailed summary of who the Project Stakeholders are. Will a consultant be working on the project? If so, what activities/tasks will they be involved with?]

Overall Project Objectives

[Provide a detailed summary of the Overall Project Objectives]

Summary of Project Tasks

Project Management activities must be identified within the task they are occur.

Task 01: Project Administration

This is an Administrative Task that shall only be charged against by the Grantee for the Administration of this grant project. Costs for this task cannot exceed 5% of the grant award amount.

Grantee will manage and administer the grant project according to the Grant Application Guidelines, Regional Planning Handbook, and the executed grant contract between Caltrans and the grantee.

[Provide a detailed narrative of activities to be completed in this Task]

Task Deliverables
[The following are the only allowable deliverables for this Task. This Task is not for the management of the consultant or meetings between the grantee and the consultant]
Kick-off meeting with Caltrans - Meeting Notes, quarterly invoices and progress reports, DBE reporting (federal Grants only).

Attachment III

Task 02: Consultant Procurement

[Provide a detailed narrative of activities to be completed in this Task]

Grantee will procure a consultant, consistent with: state and federal requirements, Local Assistance Procedures Manual for procuring non-Architectural and Engineering consultants, the Grant Application Guide, Regional Planning Handbook, and the executed grant contract between Caltrans and the grantee.

Task Deliverables
[List achievable deliverables for this Task]
Examples: Grantees current procurement procedures, copy of the Request for Proposal/Qualifications, copy of the contract between consultant and grantee, copies of all amendments to the consultant contract, meeting notes from project kick-off with consultant

Task 1: Existing Conditions

[Provide a detailed narrative of activities to be completed in this Task]

Task Deliverables
[List achievable deliverables for this Task]
Examples: Summary of Existing Conditions

Task 3: Analysis

[Provide a detailed narrative of activities to be completed in this Task]

Task Deliverables
[List achievable deliverables for this Task]
Examples: Summary of Analysis

Task 4: Public Outreach

[Provide a detailed narrative of activities to be completed in this Task]

Task Deliverables
[List achievable deliverables for this Task]
Examples: PowerPoint Presentations, flyers, website announcements, sign-in sheets, community surveys, conceptual drawings, bilingual services, receipts for light snacks (Caltrans approval required prior to purchase. No full meals)

Attachment III

Task 5: Advisory Committee Meetings

[Provide a detailed narrative of activities to be completed in this Task]

Task Deliverables
[List achievable deliverables for this Task]
Examples: Agendas, meeting notes, list of attendees, list of action items

Task 6: Draft and Final Plan

[Provide a detailed narrative of activities to be completed in this Task]

Task Deliverables
[List achievable deliverables for this Task]
Examples: Draft Plan, Public Review – list of comments, Final Plan that includes a summary of next steps towards implementation, credits FHWA, FTA, and/or Caltrans on the cover or title page, submitted to Caltrans in an ADA accessible electronic copy.

Task 7: Board Review/Approval

[Provide a detailed narrative of activities to be completed in this Task]

Task Deliverables
[List achievable deliverables for this Task]
Examples: Board Agenda, presentation materials, meeting minutes with board acceptance/approval.

Project Cost and Schedule Checklist

The Project Cost and Schedule is the official budget and timeline for the project. Tasks 1-6 outlined in the Project Cost and Schedule are for illustrative purposes only. **The Cost and Schedule must be consistent with the Grant Application Cover Sheet. Applications with missing components will be at a competitive disadvantage.**

Project Cost and Schedule	
(x)	Ensure these items are completed prior to submitting to Caltrans
	Use the Fiscal Year 2021-22 template provided (do not alter the template).
	List all tasks with the same title as stated in the Scope of Work.
	Include task numbers in proper sequencing, consistent with the Scope of Work.
	Ensure that sub-task numbers are not included.
	Task 01 is a required task. It must be titled "Project Administration", it cannot exceed 5% of the grant amount requested, and only the grantee can charge against this Task. This Task must only include the following activities and deliverables: <ul style="list-style-type: none"> •Project kick-off meeting between the grantee and Caltrans at the start of the grant •Invoicing and quarterly reporting to Caltrans •DBE Reporting (federal grants only)
	Include Task 02 for procurement of consultants, if consultants are needed. This task is for the <u>grantee only</u> .
	Complete all budget columns as appropriate: Total Cost, Grant Amount, Local Cash Match, and if applicable, Local In-Kind Match.
	Ensure the correct minimum local match amount, calculated as a percentage of the total project cost (grant plus local match), is provided.
	The total Local Match amount must meet the minimum required Local Match for the specified Grant Category
	Each task must include a grant amount and local match amount (excluding Tasks 01 and 02).
	Identify if a Tapered Local Match approach will be used, which allows grantees to vary the required local match ratio over the life of the grant contract. Grantee agrees to satisfy the total local match amount by the contract expiration date.
	Identify the estimated indirect cost rate if indirect costs will be reimbursed. If FY 2021-22 indirect cost rates are not available, the rate will be an estimate based on the currently approved rate.
	Include a best estimate of the amount of time needed to complete each task.
	State a realistic total cost for each task based on the work that will be completed.
	Start the timeframe at the beginning of the grant period (July 2021 for MPO/RTPAs; October/November 2021 for non-MPO/RTPAs).
	Extend the timeframe to the end of the grant period (Project end dates differ based on applicant type (MPO/RTPA or non-MPO/RTPA) and type of funds (State or federal). See Grant Application Guide, Chapter 8.2, for more details).

California Department of Transportation
Sustainable Transportation Planning Grant Program
PROJECT COST AND SCHEDULE

Grant Category
Grant Fiscal Year
Project Title
Organization (legal
name)

Task #	Task Title	Estimated Grant Amount*	Estimated Local Cash Match*	Estimated Local In-Kind Match*	Estimated Total Project Cost*	FY 2021/22												FY 2022/23												FY 2023/24																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
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01	Project Administration (no more than 5% of total Grant Award)	\$0	\$2,500	\$0	\$2,500																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																</

* Use only whole dollars in the financial information fields. Dollar amounts must be rounded up/down and decimals should not be shown.
Does your agency plan to request reimbursement for indirect costs? ☐ Yes ☐ No If yes, what is the estimated indirect cost rate? _____
Does your agency plan to use the Tapered Match approach for invoicing purposes? ☐ Yes ☐ No

Attachment III

Third Party In-Kind Valuation Plan Checklist

The Third Party In-Kind Valuation Plan is an itemized breakdown by task and serves as documentation for the goods and/or services to be donated. The Third Party In-Kind Valuation Plan must be consistent with the information provided on the Project Cost and Schedule, and Grant Application Cover Sheet. This document is required upon grant award as a condition of grant acceptance.

Third-Party In-Kind Valuation Plan	
(x)	Ensure these items are completed prior to submitting to Caltrans
	Use the Fiscal Year 2021-22 template provided (do not alter the template).
	Name the third party in-kind local match provider.
	Describe how the third party in-kind local match will be tracked and documented for accounting purposes.
	Describe the fair market value of third party in-kind contributions and how the values were determined.
	Include an itemized breakdown by task, consistent with the project timeline.
	Identify consistent in-kind local match amount also reflected on the Grant Application Cover Sheet.

California Department of Transportation
Sustainable Transportation Planning Grant Program
THIRD-PARTY IN-KIND VALUATION PLAN

Grant Category
 Grant Fiscal Year
 Project Title
 Organization

Task	Activity	Title	Name of In-Kind Match Provider	Fair Market Value Determination	Fair Market Value or Hourly Rate	Number of Hours	Estimated Cost
Total In-kind Match:							\$0

Explain how the third party in-kind match will be documented for accounting purposes:	
---	--

Local Resolution Checklist

A Local Resolution is NOT required at the grant application stage; however it is required upon award as a condition of grant acceptance.

Local Resolution	
(x)	Ensure these items are completed prior to submitting to Caltrans
	State the title of the project (1)
	State the job title of the person authorized to enter into a contract with Caltrans on behalf of the applicant (2)
	NOT be more than a year old, or it will not be accepted (3)
	Signed by the grant applicant's governing board (4)

Sample Local Resolution

CITY OF CAN DO RESOLUTION
NO. 009-2012

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF CAN DO AUTHORIZING
THE EXECUTIVE DIRECTOR TO EXECUTE AGREEMENTS WITH THE

1

CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE
CITY OF CAN DO COMPLETE STREET PLAN

WHEREAS, the Board of Directors of the City of Can Do is eligible to receive Federal and/or State funding for certain transportation planning related plans, through the California Department of Transportation;

WHEREAS, a Restricted Grant Agreement is needed to be executed with the California Department of Transportation before such funds can be claimed through the Transportation Planning Grant Programs;

WHEREAS, the City of Can Do wishes to delegate authorization to execute these agreements and any amendments thereto;

2

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Can Do, authorize the Executive Director, or designee, to execute all Restricted Grant Agreements and any amendments thereto with the California Department of Transportation.

APPROVED AND PASSED this 4th day of January, 2021.

3

4

John Doe,
Chair

ATTEST:



Eileen Wright, Executive Director

APPENDIX C. CALTRANS/ REGIONAL AGENCY BOUNDARIES MAP



APPENDIX D. CALTRANS DISTRICT CONTACT LIST

Caltrans Sustainable Transportation Planning Grants District Contact List

DISTRICT	CONTACT	MPO/ RIPA
DISTRICT 1 1656 Union Street P.O. Box 3700 Eureka, CA 95502	Mendocino and Lake Counties Rex Jackman (707) 445-6412 Email: rex.jackman@dot.ca.gov Del Norte and Humboldt Counties Kevin Tucker (707) 441-5770 Email: kevin.tucker@dot.ca.gov	<ul style="list-style-type: none"> • Del Norte LTC • Humboldt CAOG • Lake CCAPC • Mendocino COG
DISTRICT 2 1657 Riverside Drive Redding, CA 96001	Kathy Grah (530) 229-0517 Email: kathy.grah@dot.ca.gov	<ul style="list-style-type: none"> • Lassen CTC • Tehama CTC • Modoc LTC • Trinity CTC • Plumas CTC • Siskiyou CLTC • Shasta RTA
DISTRICT 3 703 B Street Marysville, CA 95901	Sacramento and Yolo Counties Alex Fong (530) 634-7616 Email: alexander.fong@dot.ca.gov Butte, Colusa, Glenn, Sierra, Sutter, and Yuba Counties David Smith (530) 634-7799 Email: david.j.smith@dot.ca.gov El Dorado, Nevada, Placer, Tahoe Basin Kevin Yount (530) 741-4286 Email: kevin.yount@dot.ca.gov	<ul style="list-style-type: none"> • Butte CAG • Sierra LTC • Colusa CTC • Glenn CTC • El Dorado CTC • Nevada CTC • Placer CTPA • Sacramento Area COG • Tahoe MPO
DISTRICT 4 111 Grand Avenue P.O. Box 23660 Oakland, CA 94623-0660	Becy Frank (510) 960-0883 Email: becy.frank@dot.ca.gov Stephen Conte h (510) 960-0887 Email: stephen.conte h@dot.ca.gov	<ul style="list-style-type: none"> • Metropolitan Transportation Commission
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