DATE: December 11, 2018

TO: Mayor and Council Members

FROM: Finance Department

SUBJECT: Restricted Grant Agreement Authorizing the City to Receive Grant Funds from the California Department of Transportation to Distribute to the South Bay Cities Council of Government for a South Bay Slow Speed Feasibility Study

RECOMMENDATION:
It is recommended that the Mayor and Council approve Restricted Grant Agreement Number 74A1097 wherein the City will receive grant funds from the California Department of Transportation to distribute said grant funds to the South Bay Cities Council of Governments for the completion of the South Bay Slow Speed Feasibility Study.

BACKGROUND:
On October 16, 2018, the Council adopted a Resolution authorizing the City to apply for and receive grant funds from the California Department of Transportation for a South Bay Slow Speed Feasibility Study. Additionally, the Council approved an Agreement with the South Bay Cities Council of Governments (SBCCOG) wherein the City will apply for grant funds from the California Department of Transportation and then distribute said grant funds to the SBCCOG for completion of the South Bay Slow Speed Feasibility Study.

The California Department of Transportation, per Restricted Grant Agreement Number 74A1097, approved the City of Inglewood to be the applicant for grant funds on behalf of the SBCCOG. The California Department of Transportation (Caltrans) granted a dollar amount of $385,307 for the project.

DISCUSSION:
The South Bay Cities Council of Governments is not eligible to directly receive federal and/or state grant funds for transportation projects. Once the City receives grant funds from Caltrans, it will disburse the funds electronically to SBCCOG for an amount not exceeding $385,307 (maximum amount granted by Caltrans). SBCCOG will prepare all procurement documents (invoices, reports, etc.) for grant reimbursement. SBCCOG is responsible for operating within the budget and schedule outlined in the Scope of Work and Project Timeline.

FINANCIAL/FUNDING ISSUES AND SOURCES:
The agreement will not affect the General Fund and will distribute only grant funds received from the California Department of Transportation intended for the South Bay Slow Speed Feasibility Study. The SBCCOG will fund the local match of $49,960.00 for this grant.
LEGAL REVIEW VERIFICATION: 
Administrative staff has verified that the legal documents accompanying this report have been submitted to, reviewed, and approved by the Office of the City Attorney.

FINANCE REVIEW VERIFICATION: 
This report in its entirety, has been submitted to, reviewed and approved by the Finance Department.

DESCRIPTION OF ANY ATTACHMENTS: 
Attachment No. 1 – Agreement
Mayor and City Council Members
Agreement for City to Receive Grant Funds
on behalf of SBCCOG's Transportation Study
December 11, 2018

APPROVAL VERIFICATION SHEET

PREPARED BY:
David L. Esparza, Assistant City Manager & CFO
Sharon Koike, Assistant Finance Director

COUNCIL PRESENTER:
Sharon Koike, Assistant Finance Director

DEPARTMENT HEAD APPROVAL:  
David L. Esparza, Assistant City Manager/CFO

CITY MANAGER APPROVAL:  
Artie Fields, City Manager
SUSTAINABLE COMMUNITIES
GRANTS (FEDERAL)

RESTRICTED GRANT AGREEMENT

THIS RESTRICTED GRANT AGREEMENT (RGA), between the State of California acting by and through its Department of Transportation, referred to herein as CALTRANS, and the CITY OF INGLEWOOD, hereinafter referred to as AGENCY, will commence on October 1, 2018, 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 of notice to proceed by the CALTRANS Contract Manager. This RGA shall expire on February 28, 2021.

RECITALS

1. Under this RGA, and pursuant to 49 USC 5304 (Federal funds only) and as authorized by Budget Act Line Item 2660-102F-0890, CALTRANS intends to convey Federal restricted grant funds to AGENCY, 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 of this RGA, the parties agree as follows:

SECTION I

AGENCY AGREES:

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 AGREES:

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

IT IS MUTUALLY AGREED:

1. Under this RGA, and pursuant to Budget Act Line Item 2660-102F-0890, CALTRANS will convey State grant restricted funds to AGENCY, and AGENCY will conduct transportation
studies and planning within the regional area described in Attachment II. The funds subject to this RGA must be (a) identified as available for a grant in CALTRANS's 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. Under this restricted grant, funds may be only used for the purpose set forth in RGA, Resolution (Attachment I), Scope of Work and Project timeline (Attachment II), and Grant Application Guide, available at: http://www.dot.ca.gov/hq/tpp/offices/orip/Grants/grants.html, and funds may only be used for costs and expenses that are directly related to such purpose.

3. AGENCY shall perform all the duties and obligations described in the Feasibility and Implementation Strategy for South Bay Slow-Speed Network Demonstration Project, hereinafter the Project, subject to the terms and conditions of this RGA and the Approved Project Grant Application (Scope of Work and Project timeline), which are attached hereto as Attachment II.

4. The resolution authorizing AGENCY to execute this RGA pertaining to the above described Project is attached hereto as Attachment I.

5. All services performed by AGENCY pursuant to this RGA shall be performed in accordance with 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 at: http://www.dot.ca.gov/hq/tpp/offices/orip/Grants/grants.html.

6. In case of conflict between 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 Agreement 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. Project funding is as follows:

<table>
<thead>
<tr>
<th>FUND TITLE</th>
<th>FUND SOURCE</th>
<th>DOLLAR AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>FEDERAL TRUST FUNDS</td>
<td>FTA</td>
<td>$385,307.00</td>
</tr>
<tr>
<td>LOCAL MATCH</td>
<td>Agency Provided</td>
<td>$49,960.00</td>
</tr>
<tr>
<td></td>
<td>Total Project Costs</td>
<td>$435,267.00</td>
</tr>
</tbody>
</table>

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


Notification of Parties
a. **AGENCY**'s Project Manager for PROJECT is Sharon Koike.

b. **CALTRANS**'s Contract Manager is Melanie Bradford. "Contract Manager" as used herein includes his/her designee.

c. 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 Inglewood  
Attention: Sharon Koike (Grantee Project Manager)  
Phone Number: (310) 412-8701  
Email: skoike@cityofinglewood.org  
One W. Manchester Blvd  
Inglewood, CA 90301

**California Department of Transportation**  
D7/Planning  
Attention: Melanie Bradford, Contract Manager  
Phone Number: (213) 897-9446  
Email: melanie.bradford@dot.ca.gov  
100 South Main Street  
Los Angeles, CA 90012

8. **Period of Performance**

   a. Reimbursable work under this RGA shall begin no earlier than on **October 1, 2018**, following the written approval of **CALTRANS** and **AGENCY**'s receipt of the Notice to Proceed letter of this RGA by the **CALTRANS** Contract Manager. This RGA will expire on **February 28, 2021**.

   b. **AGENCY** will attend a kickoff meeting with **CALTRANS** to be scheduled within one (1) week from receipt of Notice to Proceed letter by the **CALTRANS** Contract Manager.

9. **Changes in Terms/Amendments**

   This RGA may only be amended or modified by mutual written agreement of the parties.

10. **Cost Limitation**

   a. The maximum total amount granted and reimbursable to **AGENCY** pursuant to this RGA by **CALTRANS** shall not exceed **$385,307.00**.

   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 the **CALTRANS** Contract Manager at or below the fund limitation established herein.
11. **Termination**
   a. **CALTRANS** reserves the right to terminate this RGA upon written notice to **AGENCY** at least thirty (30) days in advance of the effective date of such termination in the event **CALTRANS** determines (at its sole discretion) that **AGENCY** fails 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-canceled costs up to the date of termination.
   
b. This RGA may be terminated by either party for any 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-canceled costs up to the date of termination.
   
c. **AGENCY** has sixty (60) days after the Termination Date to submit invoices to **CALTRANS** to make final allowable payments for Project costs in accordance to the terms of this RGA. Failure to submit invoices within this period of time will result in a waiver by **AGENCY** of its right to reimbursement of expended costs.

12. **Budget Contingency Clause**
   a. It is mutually agreed that if the U.S. Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA do not appropriate sufficient funds for the program, this Agreement 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 Agreement 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 the U.S. Congress or the State Legislature for purposes of this program, **CALTRANS** shall have the option to either terminate this Agreement with no liability occurring to **CALTRANS**, or offer a RGA Amendment to **AGENCY** to reflect the reduced amount.

13. **Payment and Invoicing**
   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 Agreement 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 an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III – Cost Principles, Item 16.d**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III – Cost Limitations, Item 11.a**. 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 Agreement and in the performance of the 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 sub- recipients, 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: http://www.dot.ca.gov/hq/asc/travel/ap_b/bu1.htm 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 Timeline 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 address stated in Section III – Notification of Parties, Item 8.c.

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, sub-recipient or subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each such employee contractor or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and contractor, sub-recipient and subcontractor invoices.

5) AGENCY shall submit written progress reports with each set of invoices to allow the CALTRANS Contract Manager to determine if AGENCY is performing to expectations, is on schedule, is within funding cost limitations, as well as to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

6) AGENCY shall complete and submit a completed Disadvantaged Business Enterprises Utilization Report (ADM-3069) as described in Section III.17.

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, Item 12.
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 sixty (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 described in **Attachment II** and a final invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the sixtieth (60th) day will be reverted and will no longer be accessible to reimburse late Project invoices.

14. **Local Match Funds**

a. **AGENCY** shall contribute not less than a proportional cash amount toward the services described herein on a monthly or quarterly basis. The frequency of the payments shall be agreed upon by the parties in a document signed by both parties. Notwithstanding the foregoing, to the extent that in-kind contributions are permitted under this Agreement, the contributions may be counted as cash when they are actually received by **CALTRANS**. Except where expressly allowed in writing herein, reimbursement of credits for local matching funds will be made or allowed only for work performed on and after the date of issuance of the Notice to Proceed and prior to the Expiration Date of this RGA.

b. Local cash and in-kind match requirements can be found at: [http://www.dot.ca.gov/hq/tpp/offices/orip/Grants/grants.html](http://www.dot.ca.gov/hq/tpp/offices/orip/Grants/grants.html), Grants Application Guide. **AGENCY** agrees to contribute the statutorily required local contribution of matching funds if any is specified within this RGA or in any Attachment hereto, toward the actual cost of the services described in **Attachment II**. **AGENCY** shall contribute not less than its required match amount toward the services described herein. Local cash and in-kind match requirements can be found at the Office of Regional Planning (ORP) website: [http://www.dot.ca.gov/hq/tpp/offices/orip/Grants/grants.html](http://www.dot.ca.gov/hq/tpp/offices/orip/Grants/grants.html)

15. **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 cost items, 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. 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 thirty (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.

d. AGENCY agrees to include Project in the schedule of projects to be examined in AGENCY’s annual audit and in the schedule of projects to be examined under any single audit prepared, if applicable, in accordance with 2 CFR, Part 200.

e. Prior to AGENCY seeking reimbursement of indirect costs, AGENCY must 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: http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm.

f. AGENCY agrees and shall require that all of its agreements with contractors and sub-recipients contain provisions requiring adherence to this section in its entirety except for section c, above.

16. Disadvantaged Business Enterprise

a. AGENCY agrees to carry out the applicable requirements of Title 49 CFR, Part 26, of the Code of Federal Regulations, entitled “Participation by Disadvantaged Business Enterprises (DBEs) in Department of Transportation Financial Assistance Programs” in the award and administration of federally assisted Contracts for work performed under this RGA. AGENCY, in the administration of its contracts, shall adopt practices that are consistent with the CALTRANS DBE Program Plan.

b. As required by Title 49 CFR, Part 26, of the Code of Federal Regulations, each invoice must be accompanied by a completed Disadvantaged Business Enterprises Utilization Report (ADM-3069). This reporting requirement increases accountability, tracks federal dollars, and confirms actual DBE usage. This form is available on the Caltrans DBE website below.

c. Submittal of the Disadvantaged Business Enterprise (DBE) Information form (ADM-0227F) upon contract initiation. All contracts using Federal dollars are subject to this requirement. This form is available on the Caltrans DBE website below.

d. Submittal of the Bidder/Proposer Disadvantaged Business Enterprise (DBE) Good Faith Efforts Documentation form (ADM-0312F) if the contract does not have DBE goal(s). Form ADM-0312F should be submitted with the ADM-0227F to demonstrate good faith efforts AND protect the bidder’s/proposer’s eligibility for contract award in the event Caltrans determines the bidder/proposer failed to meet the DBE goal. This form is available on Caltrans DBE website below.
e. AGENCY agrees to complete semi-annual DBE reporting as required twice a year: April 1st and October 1st. For details about DBE forms and requirements, visit the Office of Regional and Interagency Planning DBE website at http://www.dot.ca.gov/hq/tpp/offices/orip/DBE/DBE.html

17. **Americans with Disabilities Act**

By signing this RGA, 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, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

18. **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, its contractors, its sub-recipients, or its 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's officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, 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, sub-recipients, or subcontractors under this RGA.

19. **Nondiscrimination Clause (2 CCR 11105 Clause b)**

a. During the performance of this RGA, the AGENCY, its contractors, its sub-recipients, and its 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, § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 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 twenty-four (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 its contractors, its sub-recipients, and its 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.

20. **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. **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. 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 GC 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 of 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 Agreement shall contain all the provisions of this article.

21. 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 decision of the CALTRANS Contract Officer shall be the CALTRANS’s final decision regarding the dispute.

b. Neither the pendency of a dispute nor its consideration by the CALTRANS Contract Officer will excuse AGENCY from full and timely performance in accordance with the terms of the RGA.

22. Third-Party Contracts

a. AGENCY shall perform the work contemplated with resources available within its own organization, and no portion of the work shall be contracted to a third party without prior written authorization by CALTRANS Contract Manager unless expressly included (sub-recipient identified) in Attachment II as part of the identified Project work.

b. 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 (see Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code); a qualifications-based solicitation process, for which statements of qualifications are obtained from at least three (3) qualified firms for architecture and engineering services (see Title 1, Division 5, Chapter 10 of the Government Code); and, the provisions of the Local Assistance Procedures Manual (LAPM), Chapter
10, which are not inconsistent with this section 23, Third Party Contracts. The LAPM can be found and the following link: http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm#LAPMop1.

c. 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 sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors must be submitted to the CALTRANS Contract Manager.

d. CALTRANS does not have a contractual relationship with the AGENCY’s sub-recipients, contractors, or subcontractors and the AGENCY shall be fully responsible for all work performed by its sub-recipients, contractors, or subcontractors.

e. 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, Item 14e.4, above.

f. 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 sub-recipients, contractors, or subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the sub-recipients, contractors, and subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to Section III, Item 14c, above.

23. Drug-Free Workplace Certification

By signing this RGA, AGENCY 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 (GC Section 8350 et seq.) and will provide a Drug-Free workplace by doing all of 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 GC Section 8355(a).

b. Establish a Drug-Free Awareness Program as required by GC Section 8355(a)(2) to inform employees about all of 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 GC 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.

24. Relationship of Parties

It is expressly understood that this RGA is an agreement executed by and between two 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 that of an independent party.

25. 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 the 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 RGA.

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)

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

In addition to and not a limitation of the AGENCY’s indemnification obligations contained
elsewhere in this Agreement, the AGENCY hereby assumes all risks of the consequences
of exposure of AGENCY’s employees, agents, sub-recipients, contractors and
subcontractors, contractors and 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. AGENCY also agrees to
take all appropriate safety precautions to prevent any such exposure to AGENCY’s
employees, agents, sub-recipients, contractors and subcontractors, contractors and
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. AGENCY also agrees to indemnify and hold harmless CALTRANS, the State
of California, and each and all of their officers, agents, sub-recipients, and employees, from
any and all claims and/or losses accruing or resulting from such exposure. Except as
provided by law, AGENCY 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.

27. Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code §42649.8 et. seq, if
AGENCY generates four (4) cubic yards of organic waste per week the AGENCY shall
arrange for organic waste recycling services. “Organic waste” means food waste, green
waste, landscape and pruning waste, non-hazardous wood waste, and food-soiled paper
waste that is mixed in food.

The AGENCY shall take at least one of the following actions:

1) Source separate organic waste from other waste and subscribe to a basic level of
organic waste recycling service that includes collection and recycling of organic waste.

2) Recycle its organic waste onsite or self-haul its own organic waste for recycling.

3) Subscribe to an organic waste recycling service that may include mixed waste
processing that specifically recycles organic waste.

When applicable, AGENCY must comply with these provisions.

28. Project Close Out/Final Product
a. AGENCY will provide two (2) electronic versions 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.

29. Certification and Assurances

AGENCY will complete and sign a Federal Transit Administration "Certification and Assurances for FTA Assistance" every year until the PROJECT is closed out in accordance with Section III.29 (Project Close Out) above.

30. Federal Funding Requirements

Disadvantaged Business Enterprise Assurances

A. The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE Program or the requirements of 49 CFR, Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE Program, as required by 49 CFR, Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement.

Upon notification by the applicable USDOT agency to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under 49 CFR, Part 26. They may also, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

B. The AGENCY, sub-recipient, contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The AGENCY shall carry out applicable requirements of 49 CFR, Part 26, in the award and administration of USDOT federally-assisted contracts. Failure by the AGENCY to carry out these requirements is a material breach of this contract, which may result in the termination of the contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments
(2) Assessing sanctions
(3) Liquidated damages
(4) Disqualifying the contractor from future bidding as non-responsible

Each subcontract signed by the bidder must include this assurance.

C. The AGENCY, sub-recipient, contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The AGENCY shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the AGENCY to carry out these
requirements is a material breach of this contract, which may result in the termination of this contract, or such other remedy as recipient deems appropriate.

D. The AGENCY, sub-recipient, contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The AGENCY shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of United States Department of Transportation-assisted contracts. Failure by the AGENCY to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate, which may include but is not limited to:

i. Withholding monthly progress payments
ii. Assessing sanctions
iii. Liquidated damages
iv. Disqualifying the contractor from future bidding as non-responsible

E. The AGENCY must make available to the Caltrans Contract Manager a copy of all DBE subcontracts upon request.

F. The AGENCY must utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the AGENCY obtains authorization from Caltrans. Unless Caltrans provides prior authorization approving a request for termination or substitution of a listed DBE, the AGENCY shall not be entitled to any payment for work or materials unless it is performed or supplied by the listed DBEs.

Title VI Assurances

A. Appendix A

During the performance of this Agreement, AGENCY, for itself, its assignees and successors in interest (hereinafter referred to as “AGENCY”) agrees as follows:

1. Compliance with Regulations: AGENCY (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made part of this FTA.

2. Non-discrimination: AGENCY, with regard to the work performed by it during the FTA, will not discriminate on the grounds of race, color, national origin, age, sex, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. AGENCY will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the FTA covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Contracts or Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the AGENCY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the AGENCY of AGENCY’s obligations
under this FTA and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, age, sex, or disability.

4. **Information and Reports:** AGENCY will provide all information and reports required by the Acts and Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by CALTRANS or the FTA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, AGENCY will so certify to CALTRANS or the FTA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of AGENCY’s noncompliance with the Non-discrimination provisions of this FTA, CALTRANS will impose such Agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
   a. withholding of payments to AGENCY under the FTA until AGENCY complies, and/or
   b. cancelling, terminating or suspending an FTA, in whole or in part.

6. **Incorporation of Provisions:** AGENCY will include the provisions of paragraphs (A) through (F) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. AGENCY will take action with respect to any subcontract or procurement as CALTRANS or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if AGENCY becomes involved in, or threatened with litigation by a subcontractor, or supplier because of such direction, AGENCY may request CALTRANS to enter into such litigation to protect the interest of the State. In addition, AGENCY may request the United States to enter into the litigation to protect the interests of the United States.

**B. Appendix E (Pertinent Non-Discrimination Authorities)**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:


2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 460 1), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);


6. Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Right Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub- recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;

9. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

31. 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 Agreement 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 Agreement and during a period of six (6) months after the
termination thereof, which relates to the Work commissioned or performed under this Agreement. “Work Product” includes all deliverables, inventions, innovations, improvements, or other works of authorship AGENCY, its sub-recipients, a third party contractor or subcontractor may conceive of or develop in the course of this Agreement, 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 sub-recipient and/or the AGENCY’s contractor, subcontractor and/or sub-recipient’s employees with one or more employees of CALTRANS, during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

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 sub-recipient’s employees under this Agreement, shall be owned by CALTRANS and shall be considered to be works made for hire by the AGENCY and AGENCY’s contractor, subcontractor, and/or sub-recipient for the CALTRANS. CALTRANS 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. All Rights Reserved.” For example, a Work Product created in the year 2012 would contain the copyright designation © 2012 California Department of Transportation. All Rights Reserved.

2) **Vesting of Copyright Ownership:** AGENCY, its employees and all of AGENCY’s contractor’s, subcontractor’s and sub-recipient’s employees agrees to perpetually assign, and upon creation of each Work Product automatically assigns, to CALTRANS, 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 sub-recipient from CALTRANS. From time to time upon CALTRANS’s request, the AGENCY’s contractor, subcontractor, and/or sub-recipients and/or its/their employees, shall confirm such assignments by execution and delivery of such assignments, confirmations or assignment, or other written instruments as the CALTRANS may request. CALTRANS, 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 hereby agrees 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:** The AGENCY, its employees and all AGENCY’s contractors, subcontractors and sub-recipients hereby agrees to assign to CALTRANS, 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’s property regardless of whether such protection is sought. The AGENCY, its employees and AGENCY’s contractor, subcontractor and sub-recipient 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 sub-recipient believes to be new or different. The AGENCY, its employees and AGENCY’s contractor, subcontractor and sub-recipient shall, upon CALTRANS’s request and at CALTRANS’s expense, cause patent applications to be filed thereon, through solicitors designated by CALTRANS, and shall sign all such applications over to CALTRANS, its successors, and assigns. The AGENCY, its employees and AGENCY’s contractor, subcontractor and sub-recipient shall give CALTRANS 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 may consider necessary or appropriate to carry out the intent on this Agreement.

2) **Agency:** In the event that CALTRANS is unable for any reason whatsoever to secure the AGENCY’s, its employees’ and/or AGENCY’s contractor’s, subcontractor’s and/or sub-recipient’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 sub-recipient hereby irrevocably designates and appoints CALTRANS 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 sub-recipient 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 sub-recipient. CALTRANS shall have no obligations to file any copyright, trademark or patent applications.

d. **ADDITIONAL PROVISIONS**

1) **Avoidance of infringement:** In performing services under this Agreement, AGENCY and its employees agree to avoid designing or developing any items that infringe one 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 Agreement, AGENCY or its employees shall immediately notify CALTRANS in writing.
2) **Pre-existing Works and License:** AGENCY acknowledges that all Work Product shall be the sole and exclusive property of CALTRANS, except that any Pre-existing Works created by AGENCY and third parties outside of the Agreement but utilized in connection with the Agreement (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 Agreement 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 Sub-recipients:** Through contract with its sub-recipients, contractors, and subcontractors, AGENCY shall affirmatively bind by contract all of its contractors, subcontractors, sub-recipients, and service vendors (hereinafter "AGENCY's Contractor/Subcontractor/Sub-recipient") providing services under this Agreement to conform to the provisions of this Exhibit. In performing services under this Agreement, AGENCY's Contractor/Subcontractor/Sub-recipient shall agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If AGENCY's Contractor/Subcontractor/Sub-recipient becomes aware of any such possible infringement in the course of performing any Work under this Agreement, AGENCY's Contractor/Subcontractor/Sub-recipient shall immediately notify the AGENCY in writing, and AGENCY shall then immediately notify the Department in writing.

e. **OWNERSHIP OF DATA**

1) Upon completion of all Work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications, and estimates, produced as part of this Agreement will automatically be vested in CALTRANS and no further agreement will be necessary to transfer ownership to CALTRANS. The AGENCY 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 of machine readable form, are intended for one-time use in the construction of the project for which this Agreement has been entered into.

3) AGENCY is 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 under this Agreement; further, AGENCY is 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.

4) Any sub-agreement in excess of $25,000.00, entered, into as a result of this Agreement, shall contain all of the provisions of this clause.
SECTION IV

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 Timeline

IN WITNESS WHEREOF, the parties hereto have executed this RGA on the day and year first herein above written:

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REVISED SCOPE OF WORK: Feasibility Study and Implementation Strategy for
South Bay Slow-Speed Network Demonstration Project

INTRODUCTION: In coordination with the City of Inglewood, the South Bay Cities Council of
Governments (SBCCOG) proposes to conduct an implementation plan and “Route Refinement
Study” for a sub-regional slow-speed network serving neighborhood electric vehicles, bicycling,
walking, and other slow-speed electric and/or active modes and shared use public ZEV fleets.
This “Project Study Report” builds on the Slow-Speed Network Strategic Plan for the South Bay,
conducted by Metro in partnership with the SBCCOG, as well as 10 plus years of research and
analysis of transportation patterns in the South Bay. Metro’s Strategic “Slow-Speed” Plan outlines
essential components of a sub-regional network for the entire South Bay and identifies multiple
priority areas for pilot implementation of network elements. The Strategic Plan contemplates three
interconnected networks: a regional network of off-street “Slow Mode Thruways”, a sub-regional
network of connected on-street infrastructure, and local “Slow Zones” in neighborhood centers.

This project’s proposed 11-square-mile project area is a representative cross-section of the South
Bay, including beach and inland communities, single-family and multi-family neighborhoods,
regional commercial and employment centers, educational institutions, and transit hubs (see Map
1). Approximately 1/3 of the project area is designated as a top-25% Disadvantaged Community
in CalEnviroScreen 3.0 (see Map 3). The project area includes portions of all three networks
identified in the Strategic Plan (see Map 2), including:

- A “thruway” on a Southern California Edison easement and the Dominguez Channel
  connecting the Harbor Gateway Transit Center to El Camino College;
- Sub-regional connections between the “thruway” and key destinations including the South
  Bay Galleria and Redondo Beach Green Line Station; and
- A “Slow Zone” in the vicinity of the Galleria in north Redondo Beach.

Additionally, the slow speed network implements one of the key land use and transportation
components of the of the Sub-Regional Climate Action Plan (CAP). The housing component of
that CAP calls for redeveloping retail corridors into medium density housing. The slow speed
network will provide the infrastructure for those new residents that gives them the option of
choosing low-cost, zero-emission mobility. Travel costs will be reduced making housing more
affordable and local commercial land uses will be better served with less need for parking.

The project’s scope of work includes an extensive community planning process as well as a
technical “Route Refinement/Project Study Report”. The community planning process will engage
all relevant stakeholders to express concerns, suggestions or support. The engagement process
includes: disadvantaged communities, seniors, chambers of commerce, employers and
businesses defined as “major destinations”.

The technical analysis will identify physical and regulatory elements for the Network;
specifications up to the “pre-design and pre-environmental impact report; additionally, alternate
routes, if the constraints cannot be overcome, will be analyzed. The resulting implementation plan
will recommend a network of improvements that are technically, politically, and financially feasible
for implementation.

RESPONSIBLE PARTIES: The City of Inglewood is the lead agency. Participating agencies with
jurisdiction over aspects of network implementation include: SBCCOG, L.A. Metro, Los Angeles
County Department of Public Works, Los Angeles County Flood Control District, Southern
California Edison, City of Redondo Beach, City of Lawndale, City of Torrance, and City of Gardena. Other participants will include representatives of key institutional stakeholders, including El Camino College and the South Bay Galleria.

ENCLOSURES:
Map 1: Project Area Detail
Map 2: Slow-Speed Network Project Area Overlay
Map 3: CalEnviroScreen 3.0
Pic 1: Dominguez Channel Thruway
Pic 2: Dominguez Channel Thruway – DAC location in City of Gardena
Pic 3: Dominguez Channel Thruway – DAC location in City of Carson
Pic 4: Slow-Speed ZEVs – collage of different types of Neighborhood Electric Vehicles
Pic 5: Slow-Speed ZEVs – collage of other slow speed vehicles

Executive Summary of Slow Speed Network Strategic Plan for the South Bay
Slow Speed Network Strategic Plan for the South Bay
Letters of Support (Letters of support were originally obtained in October for the Fall 2017 RFP. All supporters have authorized us to use their letters again for this submittal)

OVERALL PROJECT OBJECTIVES: Support the use of zero-emission electric and human-powered transportation modes through the provision of a well-designed infrastructure network.

1. Project Management
Task 1.1: Project Kick-off Meeting
- If needed, SBCCOG will hold a kick-off meeting with Caltrans staff to discuss grant procedures and project expectations including invoicing, quarterly reporting, and all other relevant project information.
- SBCCOG Team (staff and SBCCOG Planning and Policy Contractors) to define roles, review timeline, budget and deliverables for the project.
- Responsible Party: SBCCOG
- Involved: Caltrans

Task 1.2: Procure Technical Consultant
- Issue RFP and hire a consultant team capable of delivering all technical tasks outlined in this application while working closely with SBCCOG Team
- Responsible Party: SBCCOG Team

Task 1.3: Invoicing
- Submit complete invoice packages to Caltrans District 7 staff monthly.
- Responsible Party: City of Inglewood and SBCCOG
- Involved: Caltrans

Task 1.4 Quarterly Reports
- Submit quarterly reports to Caltrans District 7 staff quarterly.
- Responsible Party: City of Inglewood and SBCCOG
- Involved: Caltrans

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Task 2. Data and Evaluation

Task 2.1: Team Project Data/Evaluation Design and Review Meetings
- Convene meetings/Conference calls with SBCCOG Team and Technical Consultant Team to discuss progress on data gathering and evaluation as well as other relevant activities to Task 2.
  - Responsible Party: SBCCOG, Technical Consultant

Task 2.2: Technical Advisory Committee
- Convene meetings with Technical Advisory Committee, including L.A Metro, LA County Public Works, LA County Flood Control District, Southern California Edison, South Bay Cities (management and staff), El Camino College, Caltrans.
  - Share baseline speed, collision, traffic data and evaluations for project area
  - Solicit inputs, strategies and expertise for data and evaluation activities in Task 2.
  - Responsible Party: SBCCOG, Technical Consultant
  - Involved: Caltrans, Metro, local jurisdictions, Utilities

Task 2.3: Team Implementation Plan Process
- Convene meetings with SBCCOG Team and Technical Consultant to discuss, review and revise/update Task 2 actionable items as necessary for achieving scope of work activities and deliverables. Continuously update plan, as needed.
  - Responsible Party: SBCCOG, Technical Consultant
  - Involved: Caltrans, Metro, Local Jurisdictions

Task 2.4: Identify Candidate Streets & Rights-of-Way
- Identify initial proposed network based on Metro Slow-Speed Network Strategic Plan, South Bay Bicycle Master Plan, Metro Active Transportation Strategic Plan, Metro First/Last Mile Strategic Plan, cities' circulation elements, and other applicable mobility plans. Off-street rights-of-way identified for evaluation include the Dominguez Channel and the Southern California Edison utility corridor.
  - Responsible Party: SBCCOG, Technical Consultant
  - Involved: Metro, Local Jurisdictions

Task 2.5: Baseline Traffic Data
- Review existing and collect additional data if necessary about traffic volumes and speeds on candidate streets.
  - Responsible Party: SBCCOG, Technical Consultant
  - Involved: Metro, local jurisdictions

Task 2.6: Baseline Bike/Ped/Slow-Speed Data
- Review existing and collect additional data if necessary about current volumes of bicycle, pedestrian, and slow-speed travel on candidate streets.
  - Responsible Party: SBCCOG, Technical Consultant
  - Involved: Metro, local jurisdictions

Task 2.7: Review Candidate Streets to Determine Feasibility
- Confirm suitability for shared or dedicated on-street infrastructure based on current conditions and traffic patterns and potential effectiveness of improvements/countermeasures.
  - Responsible Party: SBCCOG, Consultant
  - Involved: Metro, local jurisdictions
Task 2.8: Public Survey
- Conduct survey regarding travel behaviors, likelihood of and barriers to NEV adoption, and attitudes toward proposed improvements.
- Responsible Party: SBCCOG, Consultant

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<tr>
<th>Task</th>
<th>Deliverable</th>
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<tr>
<td>2.1</td>
<td>Meeting agendas; Project status matrix</td>
</tr>
<tr>
<td>2.2</td>
<td>Meeting agendas; Map of speed, collision, traffic data for relevant streets; Concept plans</td>
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<tr>
<td>2.3</td>
<td>Meeting agendas; Map of speed, collision, traffic data for relevant streets; Concept plans</td>
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<td>2.4</td>
<td>Initial proposed network of candidate streets</td>
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<td>2.5</td>
<td>Baseline traffic data for candidate streets;</td>
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<td>2.6</td>
<td>Baseline bike/ped/slow-speed data for candidate streets;</td>
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<tr>
<td>2.7</td>
<td>Draft network report of the feasibility for all proposed streets and facility types.</td>
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<tr>
<td>2.8</td>
<td>Survey questions; survey results</td>
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Task 3. Public Engagement

Task 3.1: Team Outreach/Engagement Design and Review Meetings
- Convene meetings with SBCCOG Team, Consultant Team, and city and community liaisons to discuss progress on public engagement, outreach activities as well as other relevant activities to Task 3.
- Responsible Party: SBCCOG, Technical Consultant

Task 3.2: Team Implementation Plan Process
- Convene meetings with SBCCOG Team, Consultant Team, city and community liaisons to discuss, review and revise/update Task 3 actionable items as necessary for achieving scope of work activities and deliverables. Continuously update plan as needed.
- Responsible Party: SBCCOG, Technical Consultant
- Involved: Caltrans, Metro, Local Jurisdictions

Task 3.3: Key Stakeholder(s) Outreach
- Identify and meet with key stakeholders and partner organizations to invite early participation and feedback. As conceptual network plans are developed, identify stakeholders most affected by proposed improvements and engage them directly. Potential Stakeholders may include community-based organizations, civic associations, service agencies, and other entities that work with low-income populations and/or communities of color.
- Working through SBCCOG and South Bay cities’ communication channels, survey community groups to educate them about the proposed infrastructure
- Responsible Party: SBCCOG, Technical Consultant
- Involved: Local jurisdictions, El Camino College
Task 3.4: Community Outreach
- Develop content, engage, educate and promote slow-speed network with community stakeholders and public using web and social media platforms
- Provide opportunities for community feedback through on-line survey tools
- Responsible Party: SBCCOG
- Involved: Community, at large; Local jurisdictions

Task 3.5: Attend Community Meetings/Events
- Identify meetings of community groups and community events to present information about the project and invite participation and feedback.
- Responsible Party: SBCCOG, Technical Consultant
- Involved: Local jurisdictions

Task 3.6: Engage Local Jurisdictions
- Meet with local elected officials to inform them of the project and seek input on key stakeholders and draft documents.
- Responsible Party: SBCCOG, Technical Consultant
- Involved: Local jurisdictions

Task 3.7: Host Stakeholder Workshops
- Plan, develop educational content, organize and conduct workshops to educate and engage Stakeholders about key project milestones: draft network design, and functionality of proposed network. Identify potential co-hosts in key South Bay Communities. These may include, community-based organizations, civic associations, or transportation advocacy groups. Record stakeholder input via survey tool or similar mechanism. Total: 4 workshops.
- Responsible Party: SBCCOG, Technical Consultant
- Involved: Local jurisdictions

Task 3.8: Present Draft & Final Plan
- Post draft and final documents on SBCCOG website and distribute to all stakeholders that have participated. Present to local jurisdictions.
- Responsible Party: SBCCOG, Technical Consultant

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<tr>
<th>Task</th>
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<td>Work Plan; continuous updates</td>
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<tr>
<td>3.3</td>
<td>List of key stakeholders engaged</td>
</tr>
<tr>
<td>3.4</td>
<td>Engage and promote project with community stakeholders including social media platforms</td>
</tr>
<tr>
<td>3.5</td>
<td>List of meetings/events attended</td>
</tr>
<tr>
<td>3.6</td>
<td>List of meetings</td>
</tr>
<tr>
<td>3.7</td>
<td>Workshop plan, Workshop occurred and documented, sign-in sheet on file, workshop materials and educational content; distribution methods tracked, survey instrument completed</td>
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</table>
Task 4. Network Route Refinement (Technical) Study and Implementation Strategy

Task 4.1: Team Conceptual Network Design and Review Meetings
- Convene meetings with SBCCOG Team, consultant team to discuss progress on the feasibility study and implementation strategy work; and, other relevant activities to Task 4.
- Responsible Party: SBCCOG, Technical Consultant

Task 4.2: Technical Advisory Committee Review Meetings
- Convene meetings with Technical Advisory Committee including Metro, LA County Public Works, LA County Flood Control District, El Camino College, Caltrans and South Bay Cities to review and advise on SBCCOG and Technical Consultant’s findings and reports.
- Responsible Party: SBCCOG, Technical Consultant
- Involved: Caltrans, Metro, Local Jurisdictions

Task 4.3: Team Implementation Plan Process
Convene meetings with SBCCOG team and Technical consultant to discuss, review and revise/update Task 4 actionable items action plan as necessary for achieving scope of work activities and deliverables. Continuously update plan as needed.
- Responsible Party: SBCCOG, Technical Consultant
- Involved: Caltrans, Metro

Task 4.4: Network Route Refinement Planning
- Identify type and location of all proposed improvements. Based on draft network identified in Task 2.4, identify all proposed improvements that comprise the slow-speed network, such as traffic calming features, lane reconfigurations, intersection treatments, etc.
- Responsible Party: SBCCOG, Technical Consultant
- Involved: Local Jurisdictions

Task 4.5: Network Route Constraints Analysis
- Identify and document constraints and design considerations at identified network locations (e.g. intersection geometry, traffic control and operations and maintenance on non-street rights of way).
- Responsible Party: SBCCOG, Technical Consultant
- Involved: Local jurisdictions, Utilities

Task 4.6: Conceptual Network Design
- Conduct preliminary design of representative locations based on network element typologies. Conduct sufficient preliminary design work at constrained locations to ensure feasibility of recommended improvements.
- Responsible Party: SBCCOG, Technical Consultant
- Involved: Local jurisdictions

Task 4.7: Network Cost-Benefit Analysis
- Conduct a cost estimate for full build out of proposed improvements. Quantify anticipated costs and identify qualitative benefits from network build out.
- Provide a cost-benefit analysis for housing and land use on network corridors including: VMT and GHG reductions that would result from neighborhood and short trip safe travel options
- Responsible Party: SBCCOG, Technical Consultant
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<td>Meeting agendas; Map of speed, collision, traffic data for relevant streets; Concept plans</td>
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<tr>
<td>4.3</td>
<td>Conceptual network map with proposed improvements illustrated; matrix of proposed improvements and location</td>
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<td>4.4</td>
<td>Existing conditions and constraints analysis report</td>
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<td>4.5</td>
<td>Representative planning-level design work for each facility type; design work at each highly constrained location</td>
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<tr>
<td>4.6</td>
<td>Cost estimate; cost-benefit analysis with housing – VMT/GHG analysis</td>
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</tbody>
</table>

**Task 5. Network Route Refinement Study (Project) Final Report**

**Task 5.1: Team Project Review and Findings Meetings**
- Convene final meetings with SBCCOG Team, consultant team to discuss progress on the conceptual network route refinement study and implementation strategy work; and, other relevant activities to Task 5 and to identify next steps.
- Responsible Party: SBCCOG, Technical Consultant

**Task 5.2: Draft Network Route Refinement Project Study Report**
- Prepare draft report documenting all planning and public engagement work conducted, proposed network and improvements, conceptual design work, cost estimates and anticipated benefits, and recommended steps for implementation. Report should include sufficient documentation of project details and community engagement activities for anticipated future funding applications.
- Responsible Party: SBCCOG, Technical Consultant

**Task 5.3: Final Report**
- Finalize report based on input from SBCCOG, Technical Advisory Committee, cities, and other stakeholders.
- Responsible Party: SBCCOG, Technical Consultant

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## Feasibility Study & Implementation Strategy for South Bay Slow-Speed Network Demonstration

### Project Timeline

<table>
<thead>
<tr>
<th>Task Number</th>
<th>Task Description</th>
<th>Responsible Party</th>
<th>Fund Amount</th>
<th>Cost</th>
<th>MATCH</th>
<th>In-Kind</th>
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**Total** | **Total Cost** | **Total Fund Amount** | **Total In-Kind** | **Total Deliverable** |
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