

**CITY OF RICHMOND  
STANDARD CONTRACT**

Department:	Project Manager:
Project Manager E-mail:	Project Manager Phone No:
PR No:                      Vendor No:	P.O./Contract No:
Description of Services:	

The parties to this STANDARD CONTRACT do mutually agree and promise as follows:

1. **Parties.** The parties to this Contract are the City of Richmond (herein referred to as the "City") and the following named Contractor:

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Business License No: \_\_\_\_\_

/ Expiration Date: \_\_\_\_\_

A California [  ] corporation, [  ] limited liability corporation [  ] general partnership, [  ] limited partnership, [  ] individual, [  ] non-profit corporation, [  ] individual dba as [specify:] \_\_\_\_\_, [  ] other [specify:] \_\_\_\_\_

2. **Term.** The effective date of this Contract is \_\_\_\_\_ and it terminates \_\_\_\_\_ unless terminated as provided herein.
3. **Payment Limit.** City's total payments to Contractor under this Contract shall not exceed \$ \_\_\_\_\_. City shall not pay for services that exceed the Contract Payment Limit unless a contract amendment has been approved by the City Council or City Manager.
4. **Contractor's Obligations.** Contractor shall provide those services and carry out that work described in the Service Plan (Exhibit A) which is attached hereto and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
5. **City's Obligations.** City shall make to the Contractor those payments described in the Payment Provisions (Exhibit B) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. Authorized Representatives and Notices. This Contract is subject to the Authorized Representatives and Notices Provisions (Exhibit C) which are attached hereto and are incorporated herein by reference.
7. General Conditions. This Contract is subject to the General Conditions (Exhibit D) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
8. Special Conditions. This Contract is subject to the Special Conditions (Exhibit E) (if any) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein. (Note: other than Public Works contracts, the City will agree to Special Conditions only in unusual circumstances.)
9. Insurance Provisions. This Contract is subject to the Insurance Provisions (Exhibit F) which are attached hereto and are incorporated herein by reference.
10. Signatures. These signatures attest the parties' Contract hereto:

CITY OF RICHMOND  
a municipal corporation

CONTRACTOR:

By: \_\_\_\_\_

\_\_\_\_\_  
(\* The Corporation Chairperson of the Board, President or Vice President should sign below)

Title:

By: \_\_\_\_\_

I hereby certify that this Contract has been approved by City Council.

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

By: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
(\* The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign below)

Approved as to form:

By: \_\_\_\_\_

By: \_\_\_\_\_  
City Attorney

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) must be signed by (a) the Chairperson of the Board, President or Vice-President and (b) the Secretary any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.

LIST OF ATTACHMENTS:

Service Plan  
Payment Provisions  
Authorized Representatives and Notices  
General Conditions  
Special Conditions  
Insurance Provisions  
Standard Contract/EJ/TE 9-26-07

Exhibit A  
Exhibit B  
Exhibit C  
Exhibit D  
Exhibit E  
Exhibit F

For the Contract between the City of  
Richmond and

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**EXHIBIT A  
SERVICE PLAN**

Contractor shall, to the satisfaction of the \_\_\_\_\_, perform the following services and be compensated as outlined below:

## **Exhibit A – Service Plan**

### **Background**

Richmond Main Street Initiative (RMSI) will lead two Downtown Richmond projects through the Clean California Local Grant Program: Downtown Richmond Community Greenspace Enhancement Project and Downtown Richmond Neighborhood Ambassadors Program. These projects will advance equity in Richmond by providing opportunities for individuals impacted by the social justice system and other residents to become active in the community. The stigma associated with the justice system remains a barrier to participation in many community activities. These programs provide a safe space for individuals to regain confidence, purpose, and belonging while positively contributing to revitalization.

### **Scope of Services of the Downtown Richmond Community Greenspace Enhancement Project:**

- Perform services at the community greenspace on Harbour Way and Macdonald Ave, which is a City-owned lot.
- Engage 15 individuals whose lives have been impacted by the social justice system in the transformation of the greenspace.
- Host monthly beautification events.
- Repair and enhance existing fencing.
- Install landscaped planter boxes.
- Repair existing seating and/or install new seating.
- Install energy conserving lights.

### **Scope of Services of the Downtown Richmond Neighborhood Ambassador Program:**

- Perform services in the Macdonald Ave corridor in Downtown Richmond, from 16<sup>th</sup> Street to 6<sup>th</sup> Street.
- Engage two (2) residents employed as Neighborhood Ambassadors in litter abatement campaigns to reduce trash, removing approximately 200 cubic yards of litter.
- Provide monthly photos and narrative reports on issues affecting Downtown Richmond, particularly as they relate to litter, illegal dumping, blight, and the unhoused community.

### **General Scopes of Service Applicable to Both Programs:**

- Tag City of Richmond Community Services Department Facebook and Instagram handles (@richmondcsd) on any Facebook or Instagram content created related to the contract.
- Recognize the Clean California Local Grant Program and the partnership with City of Richmond in all content related to the contract.
- Meet with City of Richmond staff on a monthly basis for the duration of the contract.
- Meet Clean California Local Grant Program project outcomes as specified in the attachment incorporated herein by this reference.
- Submit quarterly invoices, quarterly progress reports, and a project close out report in compliance with Clean California Local Grant Program Restricted Grant Agreement, attached hereto and incorporated herein by this reference.
- Comply with all applicable requirements of the Clean California Local Grant Program Restricted Grant Agreement, attached hereto and incorporated herein by this reference.

**Expenditures:**

Expenditures will total \$44,994.00 across both projects.

**Downtown Richmond Community Greenspace Enhancement Project: \$23,826.00**

<b>ADMINISTRATION</b>	<b>\$7,776.00</b>
Executive Director	\$3,888.00
Project Manager	\$3,888.00
<b>SUPPLIES AND MATERIALS</b>	<b>\$16,050.00</b>
Fence Repair and Painting Supplies	\$5,000.00
Landscaping Tools	\$800.00
Box Planters	\$1,000.00
Plants	\$500.00
Table Set with Chairs	\$3,000.00
Energy Conserving Garden Lights	\$550.00
Lunch, Water, and Snacks for Volunteers on Work Days	\$5,200.00
	<b>TOTAL: \$23,826.00</b>

**Downtown Richmond Neighborhood Ambassador Program: \$21,168.00**

<b>ADMINISTRATION</b>	<b>\$4,320.00</b>
Executive Director	\$2,160.00
Project Manager	\$2,160.00
<b>SUBCONTRACTORS</b>	<b>\$16,848.00</b>
Neighborhood Ambassadors	\$16,848.00
	<b>TOTAL: \$21,168.00</b>

**Timeline:**

Services will be completed January 1, 2023 – June 30, 2024 (1 year, 6 months).

- The **Downtown Richmond Community Greenspace Enhancement Project** will include monthly events for the greenspace from January 1, 2023 – June 30, 2024. There will be a total of 18 events.
- The **Downtown Richmond Neighborhood Ambassador Program** currently runs 3 days a week in Downtown Richmond. Through the contract, two (2) Neighborhood Ambassadors will each work one (1) extra day a week from January 1, 2023 – June 30, 2024.

**Maintenance Plan:**

The Downtown Richmond projects will be maintained by Richmond Main Street Initiative after the conclusion of grant activities.

## Project Outcomes

**Organization Name: Richmond Main Street Initiative Inc.**

Category	Output	Unit	Total
Litter Abatement	Litter Collected	Cubic Yards	200
	Public Space Cleaned	Square Feet	773000
	Anti-Littering Signs	Number of Signs	0
	Waste Bins	Number of Bins	0
Transit Center Improvements	Litter Collected	Cubic Yards	0
	Beautification of Space	Number of Bus Stops Beautified	0
		Number of Transit Centers Beautified	0
	Number of Art Installations	0	
Enhance Public Health	Increased Walking Paths, Bike Paths, Children's Play Areas	Square Feet	0
Beautification	Art Installations	Number of Installations	0
		Square Footage of Installations	0
	Urban Heat Island Reduction	Decrease in Temperature by Degrees Fahrenheit at each Improved Site, Measured at the Noon Hour	0
	Shade Trees Planted	Number Planted	0
	Drought-Tolerant, Native Plants	Number Planted	10
Enhanced Use	Furniture Added	Number of Seats Added	4
	Play Equipment Installed	Number of Play Equipment Features Installed	0
	Public Space Reclaimed for Public Use or Added for Public Use	Square Feet	0
	Increased Use of Existing Public Space	Increased Number of Hours per Day Available	0
Enhanced Community	Wayfinding Signage	Number of Signs Added	0
	Community/Historical Signs and Markers	Number of Signs Added	0
Jobs and Volunteer Positions Created	New Permanent or Temporary Jobs Created and Number of Artists Supported by the Prime Awardee and all Consultants! Contractors to Implement or Maintain the Project(S)	Number of Permanent Persons Hired	0
		Number of Temporary Persons Hired	17
		Number of Artists Supported	0
Pavement and Support Elements	Enhanced Paving (permeable surface or pavement alternatives, such as wood chips)	Square Feet	0
	Decreased Pavement	Square Feet	0
	Upgraded or Improved Permanent Irrigation	Linear Feet	0
	Bioretention Swales and other Green Street Elements	Each	0
	Energy-Conserving Lighting Installed	Number of Energy-Conserving Lights Installed	8
	Renewable Energy Technologies (e.g. solar	Each	0
	Installations of Water Fountains	Number of Water Fountains Installed	0
	Installation or Refurbishment of Bathrooms	Number of Toilets Installed or Refurbished	0
	Architectural Fencing (not chain-link)	Linear Feet	0
Shade Structures (not including shade trees- see Beautification category)	Number of Shade Structures	0	
Education	Campaigns	# of Campaigns	4
		Reach of the Campaigns	5200
		Frequency of the Campaigns	18
	Community Events	# of Events	18
		# of Attendees	270

**EXHIBIT B  
PAYMENT PROVISIONS**

***{PLEASE NOTE THAT THE CITY OF RICHMOND SHALL NOT PAY FOR SERVICES THAT EXCEED THE CONTRACT PAYMENT LIMIT UNLESS A CONTRACT AMENDMENT HAS BEEN APPROVED BY THE CITY COUNCIL OR THE CITY MANAGER}***

1. Provided Contractor is not in default under this Contract, Contractor shall be compensated as provided below.
2. Any and all payments made pursuant to this Contract shall be subject to the Contract Payment Limit. The Payment Limit includes expenses (phones, photo copying, meals and travel etc). Invoices, shall be adequately detailed, based on accurate records, and be in a form reasonably satisfactory to the City. Contractor may be required to provide back-up material upon request.
3. Contractor shall submit timely invoices to the following address:  
  
Attention: City of Richmond, Finance Department - Accounts Payable  
Project Manager: \_\_\_\_\_ Department: \_\_\_\_\_  
PO Box 4046  
Richmond, CA 94804-0046
4. All invoices that are submitted by Contractor shall be subject to the approval of the City's Project Manager, \_\_\_\_\_ before payments shall be authorized.
5. The City will pay invoice(s) within 45 days after completion of services to the City's satisfaction. The City shall not pay late fees or interest.
6. A Richmond business license shall be obtained before any payment under this Contract shall be authorized and the business license must be kept current during the term of this Contract for payments to continue to be authorized.
7. All insurance coverage required by this Contract shall be provided by the Contractor before this Contract shall be executed by the City. The insurance coverage must be kept current during the term of this Contract for payments to continue to be authorized.

**EXHIBIT C**  
**AUTHORIZED REPRESENTATIVES AND NOTICES**

1. Notices. All notices, demands, statements, or communications provided for by this Contract shall be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to the City shall be addressed to the Department Head and (as delineated below in section 1.1) to the project manager responsible for the administration of or the supervision of the scope of work under this Contract. Notices to the Contractor shall be addressed to the party designated by Contractor (as delineated below in section 1.2). Notice shall be deemed delivered (a) upon personal delivery; (b) as of the fifth business day after mailing by United States certified mail, postage prepaid, addressed to the proper party; or (c) as of 12:00 p.m. on the second business day immediately after the day it is deposited with and accepted by Federal Express, or a similar overnight courier service, addressed to the proper party and marked for next business day morning delivery. For the purposes of this Contract, a "business day" means any day Monday through Friday that is not a holiday recognized by the federal government or the State of California.

1. 1 CITY hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:

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City of Richmond

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Richmond, CA 94804-0046

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1. 2 CONTRACTOR hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:

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## EXHIBIT D GENERAL CONDITIONS

1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, joint venturer or partner of the City, but rather an independent Contractor. This Contract shall not be construed to create an agency, servant, employee, partnership, or joint venture relationship. As an independent Contractor, Contractor shall have no authority to bind City to any obligation or to act as City's agent except as expressly provided herein. Due to the independent Contractor relationship created by this Contract, City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
3. City Property. The rights to applicable plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Contract, which, upon request, are to be delivered to City within a reasonable time, shall be deemed assigned to City. If applicable, Contractor shall prepare check prints upon request. Notwithstanding the foregoing, Contractor shall not be obligated to provide to City proprietary software or data which Contractor has developed or had developed for Contractor's own use; provided, however, that Contractor shall, pursuant to Section 15 below, indemnify, defend and hold harmless City from and against any discovery or Public Records Act request seeking the disclosure of such proprietary software or data.
4. Patents, Trademarks, Copyrights and Rights in Data. Contractor shall not publish or transfer any materials, discoveries, developments, concepts, designs, ideas, know how, improvements, inventions and/or original works of authorship resulting from activities supported by this Contract without the express prior written consent of the City Manager. If anything resulting from activities supported by this Contract is patentable, trademarkable, copyrightable or otherwise legally protectable, City reserves the exclusive right to seek such intellectual property rights. Notwithstanding the foregoing, Contractor may, after receiving City's prior written consent, seek patent, trademark, copyright or other intellectual property rights on anything resulting from activities supported by this Contract. However, City reserves, and Contractor irrevocably grants, a nonexclusive, fully paid-up, royalty-free, assumable, perpetual, worldwide license, with the right to transfer, sublicense, practice and exploit said license and the right to make, have made, copy, modify, make derivative works of, use, sell,

import, and otherwise distribute under all applicable intellectual properties without restriction of any kind said license.

Contractor further agrees to assist City, at City's expense, in every proper way to secure the City's rights in any patents, trademarks, copyrights or other intellectual property rights relating thereto, including the disclosure to City of all pertinent information and data with respect thereto. Contractor shall also assist City in the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which City shall deem necessary in order to apply for, obtain, maintain and transfer such rights, or if not transferable, to waive such rights. Contractor shall further assist City in the execution of all applications, specifications, oaths, assignments, recordations and all other instruments which City shall deem necessary in order to assign and convey to City, and any assigns and nominees the sole and exclusive right, title and interest in and to any patents, trademarks, copyrights or other intellectual property rights relating thereto. Contractor further agrees that its obligation to execute or cause to be executed, when it is in Contractor's power to do so, any such instruments or papers shall continue during and at all times after the end of Contractor's services and until the expiration of the last such intellectual property right. Contractor hereby irrevocably designates and appoints City, and its duly authorized officers, agents and servants, as its agent and attorney-in-fact, to act for and in its behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters of patents, copyright and other registrations. This power of attorney is coupled with an interest and shall not be affected by Contractor's subsequent incapacity.

5. Inspection. Contractor's performance, place of business and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the CITY, the State of California, and the United States Government.

If the project or services set forth in Exhibit A shall be performed on City or other public property, City shall have the right to inspect such work without notice. If such project or services shall not be performed on City or other public property, City shall have the right to inspect such work upon reasonable notice.

6. Services. The project or services set forth in Exhibit A shall be performed to the full satisfaction and approval of City. In the event that the project or services set forth in Exhibit A are also itemized by price, City, in its sole discretion, may, upon notice to Contractor, delete certain items or services set forth in Exhibit A, in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor.

Contractor shall, at its own cost and expense, furnish all facilities and equipment necessary for Contractor to complete the project or perform the services required herein, unless otherwise provided in Exhibit A.

7. Records. Contractor shall keep and make available for inspection and copying by authorized representatives of the City, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the City.

Contractor shall retain all documents pertaining to this Contract for a period of five (5) years after this Contract's termination (or for any further period that is required by law) and until all Federal or State audits are complete and exceptions resolved for this contract's funding period. Upon request, CONTRACTOR shall make these records available to authorized representatives of the CITY, the State of California, and the United States Government.

Contractor shall keep full and detailed accounts, maintain records, and exercise such controls as may be necessary for proper financial management under this Contract. The Contractor's accounting and control systems shall be satisfactory to City. Contractor's accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged under this Contract, including properly executed payrolls, time records, utility bills, invoices and vouchers. The City shall be afforded prompt access to Contractor's records, books, and Contractor shall preserve such project records for a period of at least five (5) years after the termination of this Contract, or for such longer period as may be required by law.

Contractor shall permit City and its authorized representatives and accountants to inspect, examine and copy Contractor's books, records, accounts, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the project or services set forth in Exhibit A, and any and all data relevant to this Contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Contractor pursuant to this Contract and shall provide such assistance as may be reasonably required in the course of such inspection. Contractor shall also allow City access to the record keeping and accounting personnel of Contractor. City further reserves the right to examine and re-examine said books, records, accounts, and data during the five (5) year period following the termination of this Contract; and Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for five (5) years after the termination of this Contract.

Pursuant to California Government Code § 10527, the parties to this Contract shall be subject to the examination and audit of representatives of the Auditor General of the State of California for a period of three (3) years after final payment under this Contract. The examination and audit shall be confined to those matters connected with the performance of this Contract including, but not limited to, the cost of administering this Contract.

8. Changes and Extra Work. All changes and/or extra work under this Contract shall be performed and paid for in accordance with the following:

Only the City Council or the City Manager may authorize extra and/or changed work. Contractor expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor to secure the authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Contractor thereafter shall be entitled to no compensation whatsoever for performance of such extra and/or changed work.

If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Contract and constitutes extra work, Contractor shall promptly notify City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Contract and constitutes extra work. In the event that City determines that such work does constitute extra work, City shall provide extra compensation to Contractor on a fair and equitable basis. A change order or Contract Amendment providing for such compensation for extra work shall be negotiated between City and Contractor and executed by Contractor and the appropriate City official.

In the event City determines that such work does not constitute extra work, Contractor shall not be paid extra compensation above that provided herein and if such determination is made by City staff, said determination may be appealed to the City Council; provided, however, a written appeal must be submitted to the City Manager within five (5) days after the staff's determination is sent to Contractor. Said written appeal shall include a description of each and every ground upon which Contractor challenges the staff's determination.

9. Additional Assistance. If this Contract requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue

any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of Section 8 of these General Conditions.

10. Professional Ability. Contractor acknowledges, represents and warrants that Contractor and its employees are skilled and able to competently provide the services hereunder, and possess all professional licenses, certifications, and approvals necessary to engage in their occupations. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Contract. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession. In the event that City, in its sole discretion, desires the removal of any person employed or retained by Contractor to perform services hereunder, such person shall be removed immediately upon receiving notice from City.
11. Business License. Contractor shall obtain a Richmond Business License before performing any services required under this Contract. The failure to so obtain such license shall be a material breach of this Contract and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual or extraordinary circumstances without necessitating any modification of this Contract to reflect such waiver.
12. Termination Without Default. Notwithstanding any provision herein to the contrary, City may, in its sole and absolute discretion and without cause, terminate this Contract at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. Contractor may terminate this Contract at any time in its sole and absolute discretion and without cause upon 30 days' written notice to City. In the event of termination by either party, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; (2) necessary materials or services of others ordered by Contractor for this Contract, prior to receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to City. Additionally, in the event of such termination, the City may proceed with the work in any reasonable manner it chooses.

13. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Contract, City may immediately terminate this Contract by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided in Section 12 of these General Conditions; provided, however, there shall be deducted from such amount the amount of damage, including attorney's fees, expert witness fees and costs, if any, sustained by City by virtue of Contractor's breach of this Contract. Additionally, in the event of such termination, the City may proceed with the work in any reasonable manner it chooses.

14. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Contract. Contractor further acknowledges, represents and warrants that no City official or employee has any economic interest, as defined in Title 2, California Code of Regulations §§ 18703.1 through 18703.5, with Contractor that would invalidate this Contract. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Contract, all consideration received under this Contract shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Contract for one (1) year.

15. Indemnification.

(a) If this Contract is a contract for design professional services subject to California Civil Code Section 2782.8(a) and Contractor is a design professional, as defined in California Civil Code Section 2782.8(b)(2), Contractor shall hold harmless, defend and indemnify the City, its officers, agents, employees, and volunteers from and against any and all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor, except where caused by the active negligence, sole negligence, or willful misconduct of the City. To the fullest extent permitted by law, Contractor shall immediately defend and indemnify the City and its officers, agents, employees, and volunteers from and against any and all liabilities, regardless of nature or type, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, or its employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, any and all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Contractor's obligation to

indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party.

- (b) If this Contract is not a contract for design professional services subject to California Civil Code Section 2782.8(a) or Contractor is not a design professional as defined in California Civil Code Section 2782.8(b)(2), Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, employees and volunteers from any and all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by Contractor or any person directly or indirectly employed by, or acting as, the agent for Contractor in the performance of this Contract, including the concurrent or successive passive negligence of the City, its officers, agents, employees or volunteers.
- (c) It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Contractor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its officers, agents, employees, and volunteers, immediately upon tender to Contractor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Contractor are responsible for the claim does not relieve Contractor from its separate and distinct obligation to defend under this Section 15. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent counsel if Contractor asserts that liability is caused in whole, or in part, by the negligence or willful misconduct of an indemnified party.
- (d) The review, acceptance or approval of the Contractor's work or work product by any indemnified party shall not affect, relieve or reduce the Contractor's indemnification or defense obligations. This Section 15 survives completion of the services or the termination of this Contract. The provisions of this Section 15 are not limited by, and do not affect, the provisions of this Contract relating to insurance.
- (e) Acceptance of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability under this Section 15. This Section 15 shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

16. Safety. Contractor acknowledges that the City is committed to the highest standards of workplace safety. Contractor shall perform all work hereunder in full compliance with applicable local, state and federal safety requirements including but not limited to Occupational Safety and Health Administration requirements, and shall assume sole and complete

responsibility for the safety of Contractor's employees and any subContractor's employees. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Contract, Contractor shall immediately notify the City by telephone.

17. Insurance. Insurance requirements are set forth in Exhibit F to this Contract. Contractor shall abide by the insurance requirements set forth in said Exhibit F.
18. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Contract.
19. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Contract, including without limitation environmental laws, employment discrimination laws and prevailing wage laws. Compliance under this provision includes compliance with all provisions of the Richmond Municipal Code ("Municipal Code"), including Chapters 2.50, 2.52, 2.56, and 2.60, if applicable.

Contractor acknowledges that under § 2.60.070 of the Municipal Code ("Living Wage Ordinance"), Contractor shall promptly provide to City documents and information verifying its compliance with the Living Wage Ordinance. Also as prescribed in § 2.60.070, Contractor shall notify each of its affected employees with regards to the wages that are required to be paid pursuant to the Living Wage Ordinance.

Contractor shall comply with § 2.28.030 of the Municipal Code, obligating every Contractor or subcontractor under a contract or subcontract with the City for public work or for goods or for services to refrain from discriminatory employment or subcontracting practices on the basis of race, color, sex, sexual orientation, religious creed, national origin or ancestry of any employee, any applicant for employment or any potential subcontractor.

Contractor acknowledges that the City's Drug Free Workplace Policy, Violence in the Workplace Policy and the Policy Against Workplace Harassment, are available on the City's website at <http://www.ci.richmond.ca.us/workplacepolicies> . Contractor agrees to abide by the terms and conditions of said policies.

20. Limitations upon Subcontracting and Assignment. This Contract binds the heirs, successors, assigns and representatives of Contractor. The Contractor shall not enter into subcontracts for any work contemplated



under this Contract and shall not assign this Contract, nor any portion hereof or monies due or to become due, without the prior written consent of the City Council or its designee.

Contractor acknowledges that the services which Contractor shall provide under this Contract are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in City's sole and absolute discretion. In the event that City, in writing, approves any assignment or subletting of this Contract or the retention of subcontractors by Contractor, Contractor shall provide to City upon request copies of each and every subcontract contract prior to the execution thereof by Contractor and subcontractor. Any assignment by Contractor of any or all of its rights under this Contract without first obtaining City's prior written consent shall be a default under this Contract.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor (if applicable), or of the interest of any general partner or joint venturer or syndicate member if Contractor is a partnership or joint-venture or syndicate, which shall result in a change of control of Contractor, shall be deemed an assignment. For this purpose, control shall mean fifty percent or more of the voting power or twenty-five percent or more of the assets of the corporation, partnership or joint-venture.

21. Integration. This Contract constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the Exhibits to this Contract.
22. Modifications and Amendments. This Contract may be modified or amended only by a change order or Contract Amendment executed by both parties and approved as to form by the City Attorney.
23. Conflicting Provisions. In the event of a conflict between these General Conditions and those of any Exhibit or attachment hereto, these General Conditions shall prevail; provided, however, that any Special Conditions as set forth in Exhibit E shall prevail over these General Conditions. In the event of a conflict between the terms and conditions of any two or more Exhibits or attachments hereto, those prepared by City shall prevail over those prepared by the Contractor, and the terms and conditions preferred by the City shall prevail over those preferred by the Contractor.
24. Non-exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and

City reserves the right to employ other Contractors in connection with the project.

25. Exhibits. All Exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit A which does not pertain to the project description, proposal, scope of services, or method of compensation (as applicable) , or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Contract.

26. Force Majeure. Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such an obligation is prevented or delayed by reason of acts of God, strikes, boycotts, lock-outs, inability to procure materials not related to the price thereof, failure of power, restrictive governmental laws and regulations enacted after the date of this Contract, riots, civil unrest, acts of terrorism, insurrection, war, declaration of a state or national emergency or other reasons of a like nature not within the reasonable control of such party.

27. Time of the Essence. Time is of the essence of this Contract. Contractor and City agree that any time period set forth in Exhibit A represents their best estimates with respect to completion dates and both Contractor and City acknowledge that departures from the schedule may occur. Therefore, both Contractor and City will use reasonable efforts to notify one another of changes to the schedule. Contractor shall not be responsible for performance delays caused by others, or delays beyond Contractor's control, and such delays shall extend the times for performance of Contractor's work.

28. Confidentiality. Contractor agrees to comply with, and to require its employees, agents and partners to comply with, all applicable State or Federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purposes not directly connected with the administration of such service.

No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service.

29. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Contract shall not be considered "third parties."
30. Governing Law. This Contract shall be construed in accordance with the law of the State of California without regard to principles of conflicts of law. This Contract is made in Contra Costa County, California, and any action relating to this Contract shall be instituted and prosecuted in the courts of Contra Costa County, California.
31. Nonrenewal. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased or renewed by the City under a new contract following expiration or termination of this Contract, and waives all rights or claims to notice or hearing respecting any failure by City to continue the purchase of all or any failure to continue purchase of all or any such services from Contractor.
32. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 et seq. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six months after accrual of the cause of action.
33. Interpretation. This Contract shall be interpreted as if drafted by both parties.
34. Warranty. In the event that any product shall be provided to the City as part of this Contract, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets any specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of one hundred and eighty (180) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping.
35. Severability. In the event that any of the provisions or portions or applications thereof of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, City and Contractor shall negotiate an equitable adjustment in the provisions of the Contract with a view

toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions or portions or applications thereof, shall not be affected thereby.

36. Authority. City warrants and represents that the signatory hereto (the Mayor of the City of Richmond or the City Manager) is duly authorized to enter into and execute this Contract on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Contract on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Contract on behalf of Contractor.
37. Waiver. The waiver by City of any breach of any term or provision of this Contract shall not be construed as a waiver of any subsequent breach. Inspections or approvals, or statements by any officer, agent or employee of the City relating to the Contractor's performance, or payments therefore, or any combination of these acts, shall not relieve the Contractor's obligation to fulfill this Contract as prescribed; nor shall the City be thereby stopped from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.
38. Possessory Interest. If this Contract results in the Contractor having possession of, claim to or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue and Taxation Code 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest.
39. Performance and Final Acceptance.

Contractor represents that it is experienced, qualified, registered, licensed, equipped, organized and financed to perform the services under this Contract.

Contractor shall perform the services under this Contract with that degree of skill and judgment normally exercised by professional firms performing services of a similar nature in the State of California, and shall be responsible for the professional quality, technical accuracy and coordination of the services it performs under this Contract. In addition to the other rights and remedies which City may have, Contractor shall, at its own expense, correct any services which fail to meet the above standard.

City shall provide Contractor an opportunity to cure errors and omission which may be disclosed during the review of submittals, with no increase in the authorized Contract Payment Limit. Should Contractor fail to make necessary corrections in a timely manner, such corrections shall be made by the City and the cost thereof shall be charged to Contractor.

If warranted, City shall determine, and Contractor may request such determination, that Contractor has satisfactorily completed performance of this Contract. Upon such determination, City shall issue to Contractor a written Notice of Final Acceptance, after which Contractor shall not incur further costs under this Contract. Contractor shall respond to such Notice of Final Acceptance by executing and submitting to City a Release and Certificate of Final Payment.

40. Survival. The rights and obligations of the parties which by their nature survive termination or completion of the services covered by this Contract shall remain in full force and effect after termination or completion.

For the Contract between the City of  
Richmond and

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**EXHIBIT E**  
**SPECIAL CONDITIONS**

The General Conditions are hereby amended to include the following modifications and/or provisions (if applicable):

# Clean California Local Grant Program

## Program Guidelines

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# Clean California Local Grant Program Overview

## Background

The Clean California Local Grant Program (CCLGP) is a competitive statewide program created to beautify and clean up local streets and roads, tribal lands, parks, pathways, transit centers, and other public spaces. Assembly Bill 149 (Sec.16) created the CCLGP of 2021 and was codified under Streets and Highway Code §91.41 et al. The Program is one part of the nearly \$1.1 billion Clean California initiative that takes direct aim at the continuous trash generation that has overwhelmed California Department of Transportation (Caltrans) and its partners. Other parts of the Clean California initiative include litter abatement efforts, state beautification and safety projects, and public education campaigns. Significant investments in time and resources are needed to collect, recycle, and dispose of litter and hazardous waste.

These guidelines describe the policies, criteria, and procedures for the development, adoption, and management of the CCLGP. The guidelines were developed in consultation with representatives from Caltrans and through public workshops that included participation from local government agencies, transit agencies, and tribal governments, among other stakeholders.

## Budget

The program is funded by \$296 million dollars in fiscal year 2021/22 General Fund money. All projects must be completed and all funds must be expended by June 30, 2024.

Each grant award shall not exceed five million dollars (\$5,000,000). There is no minimum award.

## Goals

Pursuant to statute, the intent of the CCLGP is to achieve the following goals:

- (1) Reduce the amount of waste and debris within public rights-of-way, pathways, parks, transit centers, and other public spaces.
- (2) Enhance, rehabilitate, restore, or install measures to beautify and improve public spaces and mitigate the urban heat island effect.
- (3) Enhance public health, cultural connections, and community placemaking by improving public spaces for walking and recreation.
- (4) Advance equity for underserved communities.

## Schedule

The following schedule lists the major milestones for the CCLGP. Visit <https://cleancalifornia.dot.ca.gov/local-grants> for the most up-to-date information, including the forthcoming final dates for application workshops #4 and #5. Also note that no action is needed from applicants at the Call for Projects Announcement. On this day, final program documents will be released for applicants to view.

### Grant Program Timeline

<b>Milestone</b>	<b>Date</b>
Public Workshop #1	September 1, 2021
Public Workshop #2	October 7, 2021
Application Workshop #3	November 18, 2021
Call for Projects Announcement	December 1, 2021
Application Workshop #4	Mid-December 2021
Application Workshop #5	Mid-January 2022
Project Application Deadline	February 1, 2022
Project Award Notification	March 1, 2022
Date by when projects must be completed and all funds expended. If the project involves infrastructure components, all components must be opened to the public and all funds expended by this date.	June 30, 2024
Date by when final invoicing and project closeout must be complete.	December 31, 2024

## Eligibility

### Eligible Applicants

The applicant must be a local or regional public agency, transit agency, or [federally recognized tribal government](#). Nonprofit organizations may partner with eligible applicants, as sub-applicants.

### Eligible Project Types

Eligible projects meet the goals of the CCLGP and may include, but not be limited to:

- Infrastructure related community litter abatement and beautification projects.
- Non-infrastructure related community litter abatement events and/or educational programs.

### Example Projects

- Beautification and placemaking of existing public spaces, including but not limited to:
  - Community park space/public space.
  - Transit centers.
  - Park-and-ride facilities.
  - Viaducts, underpasses, or overpasses.
- Educational campaigns or community events about litter abatement, proper waste disposal or how to get involved with doing sanctioned artwork in a community.
- A combination of project types, including beautification and educational projects.

### Eligible Project Area

The location of the projects within the CCLGP are determined by the applicant. It is recommended that projects are accessible by a multimodal transportation network. Eligible project locations may include projects located on local streets and roads, tribal lands, parks, pathways, transit centers, and other public spaces.

Projects that encroach on Caltrans right-of-way are allowed; however, the applicant must demonstrate that all necessary right-of-way clearances, encroachment permits, and other permits can be obtained, and the project completed, by June 30, 2024. For more information on Caltrans Encroachment Permits, including contact information for local District Encroachment Permit Offices, see <https://dot.ca.gov/programs/traffic-operations/ep>.

Art projects on Caltrans right-of-way also need to complete and abide by the [Caltrans' Transportation Art Process](#). This includes:

- Separate approval by the Caltrans Transportation Art program.
- Artwork ownership, including copyrights, assigned to Caltrans, with rights licensed back to the artist.
- Waiver of moral rights (California Civil Code § 987).
- Adhering to Transportation Art content restrictions.
- Maintenance plan/funding (i.e. graffiti abatement).

See Caltrans' [Transportation Art Guidelines for Local Agencies](#) and the [Transportation Art Proposal](#) for details. [Gateway Monuments](#) and [Community Identification](#) projects on Caltrans right-of-way entail separate processes and requirements.

## Eligible Activities and Expenses

Eligible activities must meet CCLGP goals. Examples of eligible features within the project area include:

- Enhanced paving to address the needs of the space, using permeable pavements where possible.
- Pavement alternatives, such as wood chips.
- Inert material, such as rubberized pavement.
- Shade structures.
- Shade trees or drought-tolerant plantings.
- Irrigation systems.
- Bioretention, swales, and other green street elements.
- Architectural fencing.
- Art installations, including community identification or cultural elements.  
An art installation should:
  - Be appropriate and safe to its proposed setting.
  - Be in proper scale with its surroundings.
  - Be composed of materials that are durable for the projected lifespan.
  - Include graphics or sculptural artwork that express unique attributes of an area's history, resources, or character.
  - Not display symbols or icons, including but not limited to, logos or political and commercial symbols. Sponsor recognition should be unobtrusive, discreet, and not appear to be an integral part of the artwork.
  - Not display text.
  - Be designed to minimize ongoing maintenance needs.
- [Gateway Monuments](#) and [Community Identification](#) projects. If these are on Caltrans right-of-way, they have different requirements than art installations.
- Human-scale, energy-conserving lighting.
- Walking and/or biking facilities through the space.
- Wayfinding signage.
- Amenities related to proper waste collection or prevention (e.g., signage, bins, etc.).

- Seating and play equipment.
- Public bathrooms and water fountains.
- Travel Expenses: Grant recipients may be eligible to claim travel expenses if they have been approved in the scope, cost, and schedule included in the grant agreement. 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](#).

### Ineligible Activities and Expenses

Some activities or project components are not eligible for reimbursement under this grant program. If an application has any of the following elements and is seeking reimbursement for any of them, it will be disqualified.

Ineligible activities and expenses include:

- Displacing people experiencing homelessness.
- Acquisition of rights-of-way or land.
- Work performed prior to or after the execution of the grant agreement.
- Acquisition of vehicles or shuttle programs.
- Other items unrelated to the project or CCLGP goals.
- Maintenance of a project improvement for this grant agreement is not a reimbursable expense (however it can be an [in-kind contribution](#) if it occurs prior to June 30, 2024).
- Other activities that extend beyond June 30, 2024.

### Selection Criteria

Selection criteria focuses on demonstrated benefits and needs including, but not limited to:

- Demonstrated need of the applicant and ability to achieve the program's goals.
- Demonstrated enhancement and beautification of a public space(s), including improved access to the space.
- Enhanced greening to provide shade, reduce the urban heat island effect, and use native, drought-tolerant plants.
- Abatement of litter and debris to improve access and use of public space(s).
- Public engagement that reflects community priorities and is consistent with local or regional plans such as General Plans, Improvement Plans,

bicycle and/or pedestrian plans, and complete street plans. The project should also align with the public outreach that occurred during the preparation of these plans.

- Identification of the [population benefit](#), including to [underserved communities](#). Projects that demonstrate a benefit to an underserved community, either directly or indirectly, will be more competitive. For these projects, applicants must explain which underserved community is benefited, how the project benefits that community, and the percentage of the work and budget that benefits that community.
- Project deliverability, in which projects are open to public and/or all funds are expended by June 30, 2024.

### Underserved Communities

No less than 50 percent of the CCLGP funds are to fund projects that benefit underserved communities. An eligible project should clearly demonstrate a benefit to an underserved community or be directly located in an underserved community.

The definition for these communities may include disadvantaged and low-income communities, as defined in Sections 39711 and 39713 of the California Health and Safety Code, or another metric with verifiable information that identifies underserved communities. To qualify, the community served by the project must meet at least one of the following criteria:

- **Option 1. Area Median Income:** Is less than 80% of the statewide median based on the most current Census Tract level data from the 2019 American Community Survey 5-Year Estimates (<\$60,188). Communities with a population less than 15,000 may use data at the Census Block Group level. Unincorporated communities may use data at the Census Place level. Data is available at the [United States Census Bureau Website](#).
- **Option 2. CalEnviroScreen:** An area identified as among the most disadvantaged 25% in the state according to the CalEPA and based on the California Communities Environmental Health Screening Tool 3.0 (CalEnviroScreen 3.0<sup>1</sup>) [scores](#). Score must be greater than or equal to 39.34. Do not mistake “percentile” for “score”. The mapping tool can be found [here](#) and the list can be found under “[Background: SB 535 Identification of Disadvantaged Communities \(2017\)](#).”

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<sup>1</sup> During the development of these guidelines, the final CalEnviroScreen 4.0 was released. Since the SB 535 List of Disadvantaged Communities based on CalEnviroScreen 4.0 is in draft at time of writing, applicants should use CalEnviroScreen 3.0 rather than 4.0.

- **Option 3. National School Lunch Program:** Based on pre-pandemic data<sup>2</sup>, at least 75% of public-school students in the project area are eligible to receive free or reduced-price meals (FRPM) under the National School Lunch Program. Data is available at the [California Department of Education website](#). Note that if an applicant uses this option, it must be explained in the Project Narrative how students will benefit from the project.
- **Option 4. Healthy Places Index:** The Healthy Places Index includes a composite score for each census tract in the State. The higher the score, the healthier the community conditions, based on 25 community characteristics. The scores are then converted to a percentile to compare a census tract to other tracts in the State. A census tract must be in the 25th percentile or less to qualify as a disadvantaged community. The live map and direct data can both be found on the [California Healthy Places Index website](#).
- **Option 5. Native American Tribal Lands:** The project is located within or partially within:
  - Federally Recognized Tribal Lands (typically within the boundaries of a Reservation or Rancheria),
  - Lands owned by or held in trust for an Indian tribe,
  - Allotted lands, and/or
  - Sensitive tribal areas (which might include areas in which a Native American Tribe has a significant interest, such as traditional cultural properties and sacred sites).
- **Other:** If the project will benefit an underserved community, but the project does not meet any of the criteria above, other means of qualifying may be submitted with the application for consideration as Attachment J in Section 3.1 of the application, "ATTACHMENTS". Suggested alternative assessment methods that can be submitted under this category include:
  - Census data that represents a small neighborhood or unincorporated area. Submit a quantitative assessment, such as a survey, to demonstrate that the community's median household income is at or below 80% of the state median household income.

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<sup>2</sup> During the development of these guidelines, the National School Lunch Program started offering free lunches to all students. Thus, if an applicant still wants to use this option, it is recommended that pre-pandemic data be used.

- CalEnviroScreen data that represents a small neighborhood or unincorporated area. Submit an assessment to demonstrate that the community's CalEnviroScreen score is at or above 39.34.
- A regional definition such as "environmental justice communities" or "communities of concern," which must be stratified based on severity. It must also be based on a robust public outreach process that includes community stakeholder input. A regional definition of underserved communities must be used for the region's broader planning purposes. It must be adopted as part of a regular 4-year cycle adoption of a Regional Transportation Plan (RTP)/Sustainable Communities Strategy (SCS) by a Metropolitan Planning Organization (MPO) or Regional Transportation Planning Agency (RTPA), per obligations with Title VI of the Federal Civil Rights Act of 1964.

If you chose to define a community as underserved using a criterion other than one of the 5 options listed above, you must submit your criterion and justification for consideration as Attachment J in the application.

### Other Selection Considerations

The State may consider additional factors in its selection decisions. These include, but are not limited to, the geographic distribution of awards, willingness to accept partial funding, and quality of the maintenance plan (which is not required for educational programs). The State may also consider the responsiveness and responsibility of the applicant, based on data such as previous performance on other grant programs.

### Local Match Requirement

Required local match is the minimum percentage of the project's funding the applicant commits to provide as a condition of accepting a program grant. The required local match will range from 0% (i.e., no local match required) to 50%. The percentage is determined **based on the "severity of disadvantage" (SOD) of the community surrounding the project**. The community surrounding the project is defined as all census tracts within a ¼ mile radius of the project site (or sites, if there are multiple locations.) The required local match will decrease as the SOD of the surrounding community increases. The SOD of the surrounding community is defined below and the relationship of the SOD to percent required local match can be found in Table 2, Severity of Disadvantage and Corresponding Local Match Requirement. Tribal Communities that qualify per Option 5 on Table 2 require zero local match.

Applicants will be held responsible for any local commitments at or above their minimum local match requirement as part of their grant agreement with Caltrans.



## Calculating SOD of the Community Surrounding the Project and Local Match Requirement

How to calculate the SOD and the local match percentage is described below. The calculation forms must be submitted with the application as part of Attachment I.

$$\begin{aligned} \text{SOD of} & \\ \text{surrounding} & \\ \text{community} & = \text{Weighted average of the SODs of the surrounding census tracts.} \\ & = \frac{\text{Sum} [(Pop. CT 1 \times \text{metric score CT 1}) + (Pop. CT 2 \times \text{metric score CT 2}) + (Pop. CT N \times \text{metric score CT N...})]}{\text{Sum}(Pop. CT 1 + Pop. CT 2 + Pop. of CT N...)} \end{aligned}$$

Where:

- **Pop. CT** = Population of a census tract within a ¼ mile radius of the project site or sites.
- **Metric Score** = The underserved community score of a census tract is determined using one of the allowable 5 options listed in Table 2 of the guidelines.

When calculating SOD, the metric score of all census tracts must be determined using the same option. The 5 options are detailed above in the section “[Underserved Communities](#)”. If the community surrounding the project is considered underserved using multiple options, choose the option that best supports the community’s status as underserved.

<b>Table 1. SOD of Community Surrounding the Project Site(s)</b>					
List the Option Used to Determine SOD: (For definitions of each of the 5 options, see the section " <a href="#">Underserved Communities</a> ".)					
<b>Location Relative to Project Site(s)</b>  (1)		<b>Census Tract Number</b>  (2)	<b>Census Tract Population</b>  (3)	<b>Metric Score of Census Tract using the chosen option listed above.</b>  (4)	<b>SOD of Tract (3) x (4)</b>  (5)
1	<b>Project Site A</b>				
2	Within a ¼ mile radius.				
3	Within a ¼ mile radius.				
4	Within a ¼ mile radius.				
5	<b>Project Site B</b>				
6	Within a ¼ mile radius.				
7	Within a ¼ mile radius.				
8	Within a ¼ mile radius.				
<b>TOTALS</b>					
<b>SOD of Community Surrounding the Project</b>			=	$\frac{\text{Total of Column 5}}{\text{Total of Column 3}}$	=

An example of a completed Table 1 is in [Appendix A.0](#).

**Determine Required Local Match**

Use the SOD of the community surrounding the project calculated above, and Table 2 below, to determine the required local match for your project.

<b>Table 2. Severity of Disadvantage and Corresponding Local Match Requirement</b>			
<i>SOD Criteria</i>	<i>Ranges for SOD of Community Surrounding the Project</i>	<i>Required Local Match %</i>	
<b>Option 1: Area Median Income (AMI) compared to Statewide Median Income (SMI)*</b>			
Data: <a href="#">Census Tract Level Data from the 2019 American Community Survey 5-year (ACS5) Estimates</a>			
If the AMI SOD of the surrounding community is...	> \$60,188	Then local match is...	50
	\$56,426 to \$60,188		37.5
	\$52,665 to \$56,425		25
	\$48,903 to \$52,664		12.5
	< \$48,903		0
<b>Option 2: CalEnviroScreen 3.0 Score (not percentile)</b>			
Data: <a href="#">CalEnviroScreen 3.0 Results (June 2018 Update)</a>			
If the CalEnviroScreen 3.0 SOD of the surrounding community is...	< 39	Then local match is...	50
	39 to 42		37.5
	43 to 46		25
	47 to 50		12.5
	> 50		0
<b>Option 3: Percentage of Students that Receive Free or Reduced Lunches**</b>			
Data: <a href="#">California Department of Education website</a>			
If the Free Lunch SOD of the surrounding community is...	< 75	Then local match is ...	50
	75 to 79		37.5
	80 to 84		25
	85 to 90		12.5
	> 90		0
<b>Option 4: Healthy Places Index (HPI) Score (use overall HPI score only)</b>			
Data: <a href="#">California Healthy Places Index website</a>			
If the HPI SOD of the surrounding community is...	> 25	Then local match is...	50
	21 to 25		37.5
	16 to 20		25
	10 to 15		12.5
	< 10		0
<b>Option 5: Tribal Communities</b>			
Data: <a href="#">List of Federally Recognized Tribal Governments in California</a>			
If the project applicant or sub-applicant is a Federally Recognized Tribal Government or the project area is located within (or partially within) Federally Recognized Tribal Lands (typically within the boundaries of a Reservation or Rancheria), lands owned by or held in trust for an Indian tribe, allotted lands, and/or sensitive tribal areas (which might include areas in which a Native American Tribe has a significant interest such as traditional cultural properties and sacred sites).		Then the local match is...	0
*Communities with a population less than 15,000 may use data at the Census Block Group level. Unincorporated communities may use data at the Census Place level.			
**During the development of these guidelines, the National School Lunch Program started offering free lunches to all students. Thus, if an applicant still wants to use this option, it is recommended that pre-pandemic data be used.			

## Local Match Sources

The local match can be all cash, all third-party in-kind contributions, or a combination of the two:

- Cash Match
  - Revenue sources for local cash match can include local sales tax, special bond measures, private donations, or private foundation contributions, among other sources. If federal funding is a source for local cash match, the entire project must comply with all federal requirements, which may affect the project schedule. Check the federal program guidelines for details.
  - Staff time from the primary applicant can be counted as cash match. However, staff time charged to a specific project that has already been funded and/or reimbursed cannot be used to meet the match requirement for a Clean CA project.
- Third-Party In-Kind Match
  - Third party in-kind contributions are typically goods and services donated from outside the primary applicant's agency. Examples include the value of donated:
    - Plants/trees.
    - Art resources (e.g., materials, labor, supplies).
    - Equipment and materials.
    - Volunteered time from stakeholders.
    - Other goods and services.
  - Maintenance activities related to the project if these occur prior to June 30, 2024.
  - If third party in-kind contributions are used to satisfy the local match requirements, all of them must be itemized in the application. If a project is awarded funds, as part of the grant agreement, the grant recipient will be asked to provide letters of commitment from each third-party contributor detailing what services are included with the match and a commitment to reaching the project completion date of June 30, 2024.

## Payment Process

For an item to be eligible for payment, the primary use or function of that item must meet the program goals and be consistent with the approved grant scope and budget as well as applicable cost principles. Payments will be made by reimbursement unless advance payment is requested and approved.

The CCLGP is primarily a reimbursement program for eligible costs incurred. An implementing agency may begin incurring eligible costs upon execution of a grant agreement with Caltrans as well as receipt of notice to proceed from Caltrans.

Applicants may request advance payment. Requests must be included in the project application and include a justification to support the request, as detailed in the [Advance Payment Process](#) section.

Caltrans may provide funding directly to federally recognized Tribal governments, but only if a Tribal government is willing to grant a limited waiver of sovereign immunity for the purposes of their CCLGP project and for the duration of the project. As an alternative to waiving sovereign immunity, Tribal governments may consider applying as a sub-applicant through partnership with a public or transit agency.

If requesting reimbursement for indirect costs, grant recipients must have an approved Indirect Cost Allocation Plan/Indirect Cost Rate Proposal (ICAP/ICRP) agreement with Caltrans, or the grant recipient's cognizant agency, to be reimbursed. A "cognizant" agency is the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals.

An approved indirect cost rate must be included in the grant agreement. If the agency does not have a current ICAP/ICRP with Caltrans or its cognizant agency, it must submit an ICAP/ICRP request in accordance with the options and submission processes found on the following webpage:

<https://ig.dot.ca.gov/resources>. Agencies can also e-mail [ICAP-ICRP@dot.ca.gov](mailto:ICAP-ICRP@dot.ca.gov). The ICAP/ICRP documentation must be submitted with the work plan if the agency is claiming indirect costs.

For non-infrastructure projects, indirect cost rates are limited to what is approved by Caltrans or the cognizant agency. For infrastructure projects, per the [Caltrans Local Assistance Procedures Manual](#), the total cost for Construction Engineering (CE) should not exceed 15% of the construction costs and all costs over that must be shown in the application as non-participating.

### **Advance Payment Process**

As described in State statute, Caltrans may authorize advance payments necessary for projects funded by the CCLGP. This is consistent with the Legislature's direction to expeditiously award and disburse grants. Specifically, the Department, in its sole discretion, may provide advance payments of grant awards in a timely manner to support program initiation and implementation, with a focus on mitigating the constraints of modest reserves and potential cash flow problems. In considering whether to apply for an advance payment, the

applicant acknowledges that the Advance Payment guidelines contained herein are solely for the purposes of the CCLGP.

#### Conditions

Recognizing that appropriate safeguards are needed to ensure grant moneys are used responsibly, the Legislature has outlined the grant conditions described below to establish control procedures for advance payments. Accordingly, the Department may provide advance payments to grant applicants of the CCLGP only if the Department determines, pursuant to [SHC Section 91.41\(e\)](#), that all the following conditions are met:

- a. The grant applicant for an advance payment is a public agency.
- b. The grant applicant requests an advance payment in its initial grant application.
- c. The project or project component for which the advance payment is requested is well defined and can be delivered by an agreed upon date.
- d. The grant applicant has a record of good financial management and has not been sanctioned by any state or federal agency.
- e. Upon request of the department, the grant applicant offers sufficient capital, as determined by the Department, as security for an advance payment.
- f. Upon request of the department, the grant applicant provides a finding approved by its governing body that demonstrates a financial need for an advance payment pursuant to the program to deliver the project.

#### Additional Conditions

In evaluating a grant applicant's request for advance payment, the Department has established the following additional conditions of award.

#### *Advance Payment Amounts*

A grant applicant may request one advance payment equal to the anticipated project cost for the first four months of the project, as described in the project schedule, budget, and spending plan. The advance payment may not exceed 30% of the grant award or \$1,000,000, whichever is smaller.

#### *General Conditions*

- a. The advance payment is necessary immediately to meet the purposes of the grant project.
- b. Only one advance payment, at the beginning of the project, will be awarded.
- c. The use of the advance funds is adequately regulated by project budgetary controls.

- d. The grant applicant provides a finding approved by its governing body that demonstrates the financial need for an advance payment.
- e. The grant applicant has no outstanding financial audit findings related to any of the moneys eligible for advance payment and is in good standing with the Franchise Tax Board and Internal Revenue Service.
- f. The grant applicant agrees to revert all unused moneys to the Department if they are not expended within the timeline specified in the grant agreement.
- g. The grant applicant assumes legal and financial risk of the advance payment.
- h. In the event of nonperformance by the grant recipient, the Department shall require full recovery of all disbursed moneys. A grant recipient shall provide a money transfer confirmation within 60 days upon the receipt of a notice from the Department.

#### *Fiscal Administration*

- a. The grant applicant shall indicate its request for advance payment on the initial application. A spending plan shall be submitted with the application.
  - 1. The spending plan shall include project schedules, timelines, milestones, and the grant recipient's fund balance for all state grant programs applied to the project.
    - i. The grant recipient will report to the Department any material changes to the spending plan within 30 days of identification of the change.
- b. The grant applicant shall submit an updated spending plan along with an Advance Payment Invoice to the Department for review prior to receiving the advance payment.
- c. The grant recipient shall submit requests for reimbursement packages ***monthly***<sup>3</sup>, commencing at the conclusion of the first full calendar month of project implementation. Reimbursement packages shall include supporting documentation for all expenditures including, but not limited to, receipts, invoices, and timesheets.
- d. The advance payment will be closed out at the end of the project, with final reimbursement packages satisfying all advance funds. Any funds not accounted for shall be returned to the Department.
- e. The grant recipient shall place funds advanced under this section in an interest-bearing account. The grant recipient shall track interest accrued

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<sup>3</sup>Note, projects that do not request Advance Payments may submit invoices no more frequently than monthly and no less frequently than quarterly. See the section [Accounting Requirements](#) for details.

on the advance payment. Interest earned on the advance payment shall be used for eligible grant-related expenses as outlined in [Eligible Activities and Expenses](#), or returned to the Department.

- f. The grant recipient shall report to the Department the value of any unused balance of the advance payment and interest earned, and submit quarterly fiscal accounting reports consistent with the provisions in the CCLGP Grant Agreement.
- g. The grant recipient shall remit to the Department any unused portion of the advance payment and interest earned at project close-out.

#### Advance Payment Requests

- a. The Department will advance one payment from the total grant award after the grant recipient submits the following to the Department:
  - i. A fully executed Grant Agreement;
  - ii. Advance Payment Invoice (to be provided by the Department); and
  - iii. Updated Spending Plan that includes project schedules, timelines, milestones, and the grant recipient's fund balance for all fund sources applied to the project.
- b. The grant recipient must email the completed Advance Payment Invoice and Spending Plan to the Department Grant Coordinator. The invoice shall include the secured digital signature of a person legally authorized to sign.
- c. Advance grant payments are subject to the Department's approval of the Advance Payment Invoice and Spending Plan.
- d. Quarterly reports must substantiate grant costs incurred as discussed in the [Reporting](#) section for which the Advance Payment was utilized.

#### Project Application Process

- 1. Applications, including the supporting documentation, are submitted online:
  - a. Access to the application and other required templates are available on the CCLGP website, <https://cleancalifornia.dot.ca.gov/local-grants>.
  - b. No hardcopy applications will be accepted.
- 2. Project Proposals are reviewed and evaluated:
  - a. Caltrans subject matter experts, with district representation, conduct a review of all applications for eligibility, submission of proper documentation, deliverability, and demonstrated benefits that align with the grant program goals. They then score the



applications using a standardized scoring methodology, which is described in the [Scoring Criteria](#) section.

- b. Incomplete or ineligible applications may be removed from the competitive process.
  - c. Caltrans headquarters grant program staff then verifies the scores and provides the award recommendations list, to be approved by the State.
  - d. Award recommendations are submitted to the Secretary of the California State Transportation Agency for concurrence.
3. Awarded projects are announced.
  4. Grant Agreements between the grant recipients and Caltrans are executed.

All information contained in the application and supporting documentation is confidential until grant awards are announced.

The State reserves the right to reject an applicant who is in violation of any law or policy at another public agency. Potential violations include, but are not limited to, being in default of performance requirements for other contracts or grant agreements issued by the State, engaging in or being suspected of criminal conduct that could poorly reflect on or bring discredit to the State, or failing to have all required licenses and permits necessary to carry out the project. The State further reserves the right to reject any applicant who has a history of performance issues with past grants or other past contractual agreements with any public entity.

### **Conflict of Interest**

All applicants and individuals who participate in the review of submitted applications are subject to state and federal conflict of interest laws. Any individual who has participated in planning or setting priorities for a specific solicitation over and above the public comment process, or who will participate in any part of the grant development and negotiation process on behalf of the public, is ineligible to receive funds or personally benefit from funds through that solicitation. Failure to comply with conflict of interest laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent grant agreement declared void. Other legal actions may also be taken. Applicable statutes include, but are not limited to, California Government Code section 1090 and Public Contract Code sections 10365.5, 10410, and 10411.

### **Scoring Criteria**

Applications will be scored as explained in Table 3 and in the following subsections of this document. The scoring methodology is designed to support

performance of the grant objectives and encourages context-sensitive proposals. The scoring is designed to prioritize quality of transformation over quantity of space transformed. For communities that may not have a lot of public space, but can still benefit from a transformative project, their application would be competitive under this scoring methodology. [Other selection considerations](#) may factor into the final project selection.

<b>Component Number</b>	<b>Scored Component</b>	<b>Possible Score (points)</b>	<b>Weight (percent of overall score)</b>
1	Narrative (Qualitative)	20	10
2	Project's Population Benefit (Quantitative)	20	10
3	Project's Relative Population Benefit to Underserved Communities (Quantitative)	35	17.5
4	Demonstrated Community Need (Quantitative)	50	25
5	Project's Outcomes Assessment Form (Quantitative)	40	20
6	Scope, Cost, and Schedule (Qualitative)	35	17.5
<b>Sum</b>		<b>200</b>	<b>100</b>

1. Narrative

The narrative scoring component will be based on the applicant's description of how well the project meets the program's statutory goals, requirements, and guidelines. This component is worth up to 20 points and 10 percent of the total application score. The narrative component will be assessed by a committee of subject matter experts using a scoring rubric based on grant criteria.

At a minimum, the narrative shall include a discussion of:

- The project location and any project description details not included in section 1.8 of the main application form. Describe the public space or spaces to be addressed; specifying right-of-way, park, pathway, transit center, tribal land, or other space. Discuss where the space is located, including its visibility and access to the public.

- The demonstrated community need that addresses the goals of the CCLGP program. Specifically, describe the existing conditions of the project location(s), and how the project meets one or more of the four stated program goals listed below.
  1. Reduce the amount of waste and debris within public rights-of-way, pathways, parks, transit centers, and other public spaces.
  2. Enhance, rehabilitate, restore, or install measures to beautify and improve public spaces and mitigate the urban heat island effect.
  3. Enhance public health, cultural connections, and community placemaking by improving public spaces for walking and recreation.
  4. Advance equity for underserved communities.

Address each goal selected separately in the narrative. For each goal selected, also include the information requested in the respective paragraphs below:

Goal 1. Reduce the Amount of Waste and Debris: Describe types of existing waste and debris, work to be performed to remove it, and by whom.

Goal 2. Beautify and Improve Public Space: Describe the beautification or access improvements to be performed, including enhanced greening measures. Include any enhancements to be made, rehabilitation or restoration to be performed, and new installations placed.

Goal 3. Improving Public Spaces for Walking and Recreation: Describe improvements to be made to the public spaces for walking and recreation, and how these improvements will enhance public health, cultural connection, and/or community placemaking.

Goal 4. Advance Equity for [Underserved Communities](#): Projects that demonstrate a benefit to an underserved community, either directly or indirectly, will be more competitive. For these projects, applicants must explain which underserved community is benefited, how it was identified, and how the project benefits that community. Applicants should also explain the percentage of grant funds that will benefit the community and how these percentages were calculated. Calculations can be based on the project's relative population benefit to underserved communities or another methodology. If another methodology is used, provide a brief justification for using it.

- The local public engagement process that culminated in the project identification and how the project reflects community priorities. Specifically, the Narrative should describe the stakeholder/community engagement efforts that went into identifying the proposed elements as a priority for the community. These efforts should include engagement with

underserved communities and/or any community-based organizations that serve them. The applicant can reference engagement that was sponsored by Caltrans or others. The Narrative should also describe how the project is consistent with or included in existing local or regional plans such as General Plans, Improvement Plans, bicycle and/or pedestrian plans, and complete street plans, that were the products of extensive public outreach. Finally, the Narrative should discuss how exactly the engagement influenced the project proposal.

- Project deliverability, including the applicant's certainty the project will be completed, opened to public, and all funds expended by June 30, 2024. Identify all permits required for the project and note all that have not been approved at time of application submittal. For any permit not obtained, explain how its approval will be achieved and the project completed by June 30, 2024. For infrastructure projects, describe all pre-construction work required to deliver this project by its completion date.
- If you are requesting advance payment, a justification.
- How the applicant is going to market the project, through materials such as press releases, press advisories, letters to the editor, fact sheets, social media posts, website pages, or speeches. Also state whether there will be a ground-breaking or ribbon cutting ceremony for any infrastructure improvements that are part of the project.
- If applicable, how the improvement(s) will be maintained. Identify the lifespan of the improvement(s), how the improvements will be maintained throughout their lifespans, the resources to fund maintenance activities, and the commitment of those resources. This information is required for physical project improvements and litter abatement events (i.e., there needs to be an explanation of the strategy for preventing litter from accumulating again, after the abatement event). This information is also required for any artwork or vegetation that is part of the proposal. Maintenance information is not required for educational programs.

## 2. Project's Population Benefit (PB) to Overall Community

For *infrastructure* projects, the project's PB to the overall community is the sum of the population of all census tracts within a quarter mile radius of the project added to the average daily ridership of transit routes that have stops within a half mile radius of the project. This sum is then increased by a factor related to the hours the improved site will be open to the public.

For *non-infrastructure* projects, the PB is the sum of the population benefit of each non-infrastructure activity. The population benefit of each activity is calculated based on the estimated number of unique people who attend an

activity or will be reached by a campaign, multiplied by the number of activities or campaigns.

Points for this scoring component will be awarded on a curve relative to all applications received. This component is worth a maximum of 20 points and up to 10 percent of the total application score. Details on how to calculate the PB and an example can be found in Appendices A1-A4.

### 3. Project's *Relative* PB to Underserved Communities

A project's relative population benefit to underserved communities is determined by a ratio of the project's PB to underserved communities over the project's PB to the overall community.

For *infrastructure* projects, the PB to underserved communities is the sum of the population of all *underserved* census tracts within a quarter mile radius of the project added to the average daily ridership of transit routes that have stops within a ½ mile radius of the project. This sum is then increased by a factor related to the hours the improved site will be open to the public. Note, the transit ridership is the same as it is for calculating the PB for the overall community in scoring component 2 described in the above section.

For *non-infrastructure* projects, the project's PB to underserved communities is the same as for the overall community.

Points for this scoring component will be awarded as a percentage based on the ratio of the underserved project benefit to the overall project benefit. This component is worth up to 35 points and 17.5 percent of the total application score. Details on how to calculate the PB to underserved communities can be found in Appendices A1-A4. See the section [Underserved Communities](#) in these guidelines for definitions of underserved communities.

### 4. Demonstrated Community Need

The demonstrated community need scoring component measures the demonstrated need of the applicant or sub-applicant to address the program goals. Needs include those for waste and debris reduction, beautification, enhanced public health, cultural connection, increased equity, or greening. This component is worth up to 50 points and 25 percent of the total application score. The score is based on the applicant's answers to questions about the existing public space(s) or community conditions. The questions can be found on the "Demonstrated Community Need Assessment Form." The form has five (5) sections, each relating to a program goal. Within each section, the applicant may choose up to two questions to answer. The form can be viewed in [Appendix B1](#), and an example of a completed form can be viewed in [Appendix B3](#).

## 5. Project's Outcomes Assessment

This scoring component measures the proposal's potential to accomplish the goals of the program. This component is worth up to 40 points and 20 percent of the total application score. The score is based on the applicant's answers to questions about anticipated project outcomes. The questions can be found on the "Project's Outcomes Assessment Form" in [Appendix B2](#). Like the "Demonstrated Community Need Assessment Form", the form has five (5) sections, each relating to a program goal. Within each section, the applicant may choose up to two questions to answer. A sample completed form based on a fictitious project can be viewed in [Appendix B3](#).

## 6. Scope, Cost, and Schedule

The scope, cost, and schedule submittals will be reviewed by a committee of subject matter experts who will evaluate how well the documents maximize project benefits versus costs. This component is worth up to 35 points and 17.5 percent of the total application score. A standardized scoring methodology will be used to assess this component.

The scope, cost, and schedule component must include the following, which are in the templates provided:

- The scope must include detailed project plans, and/or an educational programming workplan.
- The application must include a schedule showing planned start and end dates of salient infrastructure work activities and/or non-infrastructure tasks. The schedule must show all activities completed and all funds expended by June 30, 2024. If the project contains infrastructure components, these must also be opened to the public by June 30, 2024.
- The application must include a cost breakdown of all project components. Do not provide costs as lump sum expenses.

### Other Attachments

Section 3.1 of the application will allow additional documents to be uploaded beyond what is listed above. Details on what these attachments should include are in the Application Instructions provided on the [CCLGP website](#).

## Project Award Process

After evaluation is complete and the list of successful applicants is approved by the State, the list of awarded projects will be posted to the Caltrans website. Successful grant applicants will receive an award letter from Caltrans that outlines important next steps, such as executing the grant agreement, as well as program requirements the grant recipient must adhere to.

The CCLGP is limited to one cycle of funding. As a result, unsuccessful grant applicants will not receive a debrief.

## Grant Agreement Processing

A restricted grant agreement will be utilized for the distribution of funds. The agreement will specify, among other things, the amount of funds granted, local match funds required, timeline for expenditure of funds, delivery schedule, and the approved project scope. Reporting timeframes and other requirements will also be identified in the agreement. A copy of the grant agreement will be made available on the CCLGP website.

## Grant Project Administrative Requirements

### Sub-contracts

If a grant recipient or a sub-recipient will hire a third-party to perform work during the project, proper procurement procedures must be used. Grant recipients may use their agency's procurement procedures. They should also comply with all applicable sections of the California Public Contract Code and Government Code, and any other applicable code. In addition, work cannot be sub-contracted unless it has been stated in the grant recipient's scope, cost, and schedule. A grant recipient is fully responsible for all work performed by its sub-recipients, consultants, or sub-consultants. Caltrans solely enters contracts directly with grant recipients.

### Financial Requirements

#### Accounting Requirements

Grant recipients and sub-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 grant recipient, including its sub-recipients and sub-contractors, must conform to Generally Accepted Accounting Principles that enable the determination of incurred costs at interim completion points. This accounting system must also provide 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 grant recipient's responsibility to monitor work and expenses to ensure the project is completed according to the contracted Scope, Cost, and Schedule. The grant recipient agrees to revert all unused grant funds to the Department if they are not expended within the timeline specified in the grant agreement. In the event of nonperformance by the grant recipient, or if project outcomes and benefits are not met, the Department shall require full recovery of all disbursed grant funds. A grant recipient shall provide a money transfer confirmation within 60 days upon the receipt of a notice from the Department that grant funds must be reimbursed. If a grant recipient does not expend funds within the timeline specified in the grant agreement or does not perform, this



could also impact the grant recipient's competitiveness in any potential future funding cycles of this program.

Grant recipients must submit invoices on a regular and timely basis. This is no more frequently than monthly and no less frequently than quarterly for projects not requesting advance payments. This is monthly for projects requesting [advance payments](#).

Costs incurred prior to or after the end date of an executed agreement are not eligible for reimbursement and will not be counted towards local match requirements. CCLGP funds shall not supplant other committed funds and are not available to fund cost increases. Funds must be expended concurrently and proportionally with the approved local match unless an advance payment request is approved. Cost savings will be shared proportionally between all committed fund sources.

Grant recipients must communicate with the Caltrans project manager to ensure any issues are addressed early during the project period.

#### Audits and Investigations

Clean California Local Grant Program projects are subject to audit. Therefore, all financial records related to the project must be retained for a minimum of three years from project closeout.

#### Reporting

Upon execution of a CCLGP agreement, grant recipients must submit quarterly Project Progress Reports and a Final Delivery Report to Caltrans. The reports will be required to assess whether projects are meeting their scope and are being delivered on time and within budget. They will be submitted electronically and due within 45-days of the end of a quarter.

The State may make periodic visits, including a final inspection, to project sites. The State will determine if the work is consistent with the approved project scope. Caltrans staff will be responsible for conducting and coordinating site visits with the awarded projects.

The final invoice will be paid upon submission and acceptance of the Final Delivery Report to Caltrans. Complete final delivery reports and invoices must be submitted to Caltrans no later than November 1, 2024.

#### Project Photos

A before photo will be required with the application and an after photo will be required as part of the closeout reporting process for grant recipients. Caltrans must be granted the right to use photos of the completed project.



## Project Amendments

The CCLGP will not participate in cost increases to the project. Any cost increases must be funded from other fund sources. If there is a change in the project cost, it must be reported through the quarterly project reporting process.

Scope changes will not be considered unless the change is minor, does not reduce project benefits, and does not change the approved project schedule. Scope changes must be requested in writing to the Caltrans project manager and may require an amendment to the restricted grant agreement.

Projects must be complete with all funds expended by June 30, 2024. If the project involves infrastructure components, these must be opened to the public by June 30, 2024. Amendments for time are not permitted.

## Program Evaluation

The CCLGP will be evaluated for its effectiveness in meeting its goals. Grant recipients must collect and submit data to Caltrans as described in the [Reporting](#) section.

As part of the fiscal year 2022–23 and 2023–24 California budgets, Caltrans shall report to the Legislature on the CCLGP, including, but not limited to, cubic yards of litter collected, the locations and types of projects, and any other important program outcomes. The report will include a discussion on program effectiveness in terms of planned and achieved outcomes in litter abatement and beautification efforts, as well as timely use of funds. It will also include a summary of its activities relative to program administration, including projects awarded, projects completed to date by project type, projects completed to date by geographic distribution, and projects completed to date by benefit to underserved communities.

## Appendix A.0. Example Calculations to Determine Required Local Match for a Fictitious Project

For demonstration purposes, this appendix performs an example calculation to determine the required local match for a fictitious project. You will first determine the SOD of the surrounding community, and then use that number to determine the corresponding required local match. The required local match will decrease as the SOD of the surrounding community increases.

Fictitious Project Summary:

*The sample project proposes improving the parkland at the Greenside Park in the City of Eureka, CA (M St & 12th St, Eureka, CA 95501) with beautification upgrades and litter abatement. In addition to physical improvements, the project proposes to launch a litter abatement campaign on social media that will reach 1,000 people/week for 52 weeks in total, and a ribbon cutting event/litter abatement event with 200 people invited.*

**Step 1.** Choose a definition by which to define the community surrounding the project as underserved. See the section [Underserved Communities](#) of these guidelines for more information. If the community surrounding the project is considered underserved based on multiple options, choose the option that best supports the community's status as underserved. Per Option 5, Tribal Communities require zero local match, and thus none of these calculations.

**Step 2.** Determine the SOD of the community surrounding the project:

$$\begin{aligned} \text{SOD of} \\ \text{surrounding} &= \text{Weighted average of the SODs of the surrounding census tracts.} \\ \text{community} &= \frac{\text{Sum}[(\text{Pop. CT 1} \times \text{metric score CT 1}) + (\text{Pop. CT 2} \times \text{metric score CT 2}) + (\text{Pop. CT N} \times \text{metric score CT N...})]}{\text{Sum}(\text{Pop. CT 1} + \text{Pop. CT 2} + \text{Pop. of CT N...})} \end{aligned}$$

Where:

- **Pop. CT** = Population of a census tract within a ¼ mile radius of the project site or sites.
- **Metric Score** = The underserved community score of a census tract determined using one of the 5 options listed in Table 2 of the guidelines.

Perform this calculation using Table 1, SOD of Community Surrounding the Project Site(s). When calculating SOD, the same definition of underserved community must be used throughout Table 1.

<b>Table 1. SOD of Community Surrounding the Project Site(s)</b>					
List the Option Used to Determine SOD: (For definitions of each of the five options, see the section " <a href="#">Underserved Communities</a> ".)				AMI	
Location Relative to Project Site(s)		Census Tract Number	Census Tract Population	Metric Score of Census Tract using the chosen option listed above.	SOD of Tract (3) x (4)
(1)		(2)	(3)	(4)	(5)
1	<b>Project Site A</b>	5	4450	\$32,500	\$144,625,000
2	Within a ¼ mile radius.	6	4998	\$28,700	\$143,442,600
3	Within a ¼ mile radius.	1	4242	\$51,600	\$218,887,200
4	Within a ¼ mile radius.				
5	<b>Project Site B</b>				
6	Within a ¼ mile radius.				
7	Within a ¼ mile radius.				
8	Within a ¼ mile radius.				
<b>TOTALS</b>			13,690		\$506,954,800
<b>SOD of Community Surrounding the Project</b>			=	<b>Total of Column 5</b> <b>Total of Column 3</b>	= <b>\$37,031</b>

Why we filled in Table 1 as we did:

- We chose option 1, Area Medium Income (AMI), to define an underserved community. Then we looked up the project address in the 2019 American Community Survey 5-yr. Estimates (ACS5) and found it is in census tract 5 with a population of 4,450 people and a median income of \$32,500. We logged this information on line 1 accordingly.
- We then drew a ¼ mile buffer around the project limits and determined all other census tracts that fell totally or partially within buffer limits. Two tracts met this criterion, census tracts 6 and 1. We completed lines 2 and 3 based on the populations and median incomes of those tracts.

- The remaining values auto calculated. The tables provided on the CCLPG website in Attachment I are fillable and will calculate for you. (Note, all dollar values and populations shown were made up for demonstration purposes.)

**Step 3.** Use Table 2 below to determine the Required Local Match based off the SOD of Community Surrounding the Project. For this example, the required local match would be 0% (see highlighted values).

<b>Table 2. Severity of Disadvantage and Corresponding Local Match Requirement</b>			
<i>SOD Criteria</i>	<i>Ranges for SOD of Community Surrounding the Project</i>	<i>Required Local Match %</i>	
<b>Option 1: Area Median Income (AMI) compared to Statewide Median Income (SMI)*</b>			
Data: <a href="#">Census Tract Level Data from the 2019 American Community Survey 5-year (ACS5) Estimates</a>			
If the AMI SOD of the surrounding community is...	> \$60,188	Then local match is...	50
	\$56,426 to \$60,188		37.5
	\$52,665 to \$56,425		25
	\$48,903 to \$52,664		12.5
	< \$48,903		0
<b>Option 2: CalEnviroScreen 3.0 Percentile Score</b>			
Data: <a href="#">SB 535 List of Disadvantaged Communities</a> or <a href="#">SB 535 Disadvantaged Communities Map</a>			
If the CalEnviroScreen 3.0 SOD of the surrounding community is...	< 39	Then local match is...	50
	39 to 42		37.5
	43 to 46		25
	47 to 50		12.5
	> 50		0
<b>Option 3: Percentage of Students that Receive Free or Reduced Lunches**</b>			
Data: <a href="#">California Department of Education website</a>			
If the Free Lunch SOD of the surrounding community is...	< 75	Then local match is ...	50
	75 to 79		37.5
	80 to 84		25
	85 to 89		12.5
	> 90		0
<b>Option 4: Healthy Places Index (HPI) Score (use overall HPI score only)</b>			
Data: <a href="#">California Healthy Places Index website</a>			
If the HPI SOD of the surrounding community is...	> 25	Then local match is...	50
	21 to 25		37.5
	16 to 20		25
	10 to 15		12.5
	< 10		0
<b>Option 5: Tribal Communities</b>			
Data: <a href="#">List of Federally Recognized Tribal Governments in California</a>			
If the project applicant or sub-applicant is a Federally Recognized Tribal Government or the project area is located within (or partially within) Federally Recognized Tribal Lands (typically within the boundaries of a Reservation or Rancheria), lands owned by or held in trust for an Indian tribe, allotted lands, and/or sensitive tribal areas (which might include areas in which a Native American Tribe has a significant interest such as traditional cultural properties and sacred sites).		Then the local match is...	0
*Communities with a population less than 15,000 may use data at the Census Block Group level. Unincorporated communities may use data at the Census Place level.			
**During the development of these guidelines, the National School Lunch Program started offering free lunches to all students. Thus, if an applicant still wants to use this option, it is recommended that pre-pandemic data be used.			

## Appendix A.1. Definition of the Project's Population Benefit (Overall)

$$\text{Project's Population Benefit (PB) (Overall)} = \begin{matrix} \text{(A) Infrastructure Work PB} \\ \text{(Overall)} \\ + \\ \text{(B) Non-infrastructure Work PB} \end{matrix}$$

Where:

A. **Infrastructure Work PB** = (Direct PB + Indirect PB) x Dose

Where:

- **Direct PB** = Sum of the *population* of all census tracts within a  $\frac{1}{4}$  mile radius of the project site(s).
- **Indirect PB** = Sum of the average daily ridership of *transit routes* that have stops within a  $\frac{1}{2}$  mile radius of the project site(s).
- **Dose** = Hours the site will be accessible to the public under the improved conditions. (If the project has multiple sites and hours differ, use the average number of hours.)

B. **Non-infrastructure Work PB** = Sum of the PB of each non-infrastructure (NI) activity.

Where:

- **The PB of NI Activity = Reach x Dose**

Where:

- **Reach** = Number of people reached at least once by an educational campaign or eligible event.
- **Dose** = Number of times the campaign will run, or the event will be held.

Copies of the forms to perform the calculations are provided in Appendix A3. Example calculations based on a fictitious project are provided in Appendix A4. When submitting the application, complete the form in Attachment I from the CCLGP website and attach it to your application.

## Appendix A.2. Definition of the Project's Relative Population Benefit (PB) (Underserved Communities)

$$\text{Project's Relative PB (underserved communities)} = \frac{\text{Projects PB (underserved)} \times 100}{\text{Projects PB (overall)}}$$

$$\text{Project's PB Underserved Community} = \begin{matrix} \text{(A) Infrastructure Work PB Underserved} \\ + \\ \text{(B) Non-infrastructure Work PB} \end{matrix}$$

Where:

$$\text{A. Infrastructure Work PB Underserved} = (\text{Direct PB Underserved} + \text{Indirect PB}) \times \text{Dose}$$

Where:

- **Direct PB Underserved** = Sum of the population of all underserved census tracts within a ¼ mile radius of the project site(s).
- **Indirect PB** = same as used in Appendix A.1.
- **Dose** = same as used in Appendix A.1.

$$\text{B. Non-infrastructure PB} = \text{Same as used in Appendix A.1.}$$

Copies of the forms to perform the calculations are provided in Appendix A3. Example calculations based on a fictitious project are provided in Appendix A4. When submitting the application, complete the form in Attachment I from the CCLGP website and attach it to your application.

## Appendix A.3. Forms for Calculating Population Benefit (PB) (Overall) and Relative PB (Underserved Community)

**Step 1.** If your project has no infrastructure work, skip to Step 3.

**Step 2.** If your project has infrastructure work, complete Tables 1 through 5 below. Information from tables 1 through 3 will be used to calculate the Infrastructure Work PB for both the overall and underserved community in Tables 4 and 5, respectively.

### Table 1. Infrastructure Work – Direct PB (Overall and Underserved Community)

- On line 1, list the census tract in which the project is located.
- On subsequent lines, list all census tracts within a ¼ mile radius of your project. If your project is large or long, use a ¼ mile from the outer edges. If your project has multiple locations, list the census tracts for each location. Add more rows on the last page if necessary.
- For each census tract listed, provide the information requested. For columns 4 and 5, consult the CCLGP guidelines on how to define an underserved community. If you choose “other” as your option, you must submit Attachment J with a justification of your methodology.
- Total column 3 and column 5.



Table 1. Infrastructure Work- Direct Population Benefit					
Location Relative to Project Site(s)		Census Tract Number	Census Tract Population (Overall)	If the tract is underserved community, record the option used to make the determination. (ACS5, SB535, CDEdu, HIP, Other)	Census Tract Population (Underserved)  If the tract is an underserved community, also record population in this column.
(1)		(2)	(3)	(4)	(5)
1	<b>Project Site A</b>				
2	Within a ¼ mile radius.				
3	Within a ¼ mile radius.				
4	Within a ¼ mile radius.				
5	<b>Project Site B</b>				
6	Within a ¼ mile radius.				
7	Within a ¼ mile radius.				
8	Within a ¼ mile radius.				
Population Totals		(Overall) =		(Underserved) =	

**Table 2. Infrastructure Work – Indirect PB**

- List all transits routes with at least one transit stop within a ½ mile radius of your project. If you project is large or long, use a ½ mile from the outer edges. Add more rows on the last page if necessary.
- Total all ridership numbers.

<b>Table 2. Infrastructure Work - Indirect Benefit Population</b>	
<b>Name of Transit Route with at least One Stop within a 1/2 Mile of Project Site(s)</b>	
<b>(1)</b>	
<b>Average Daily Ridership of the Route</b>	
<b>(2)</b>	
1	
2	
3	
4	
5	
6	
7	
Total of the Average Daily Ridership of Qualifying Routes	

**Table 3. Infrastructure Work – Dose**

Determine the “dose” factor for the infrastructure work, which are the hours the site will be accessible to the public under the improved conditions.

- List all sites and the hours for each site. Add more rows on the last page if necessary.
- Calculate the average number of hours of all sites.

<b>Table 3. Infrastructure Dose</b>	
<b>Infrastructure Site</b>	
<b>(1)</b>	
<b>Hours Improved Site Accessible to Public</b>	
<b>(2)</b>	
1	
2	
3	
4	
5	
6	
7	
Average of Hours if Project Contains Multiple Sites	

Table 4. Infrastructure Work PB (Overall)

Use information from Tables 1-3 to complete Table 4.

<b>Table 4. Infrastructure Work PB (Overall)</b>						
<b>(Direct PB)</b> <i>(Table 1, Column 3)</i> <i>(1)</i>	+	<b>Indirect PB)</b> <i>(Table 2, Column 2)</i> <i>(2)</i>	×	<b>Dose</b> <i>(Table 3, Column 2)</i> <i>(3)</i>	=	<b>Infrastructure Work PB (Overall)</b> <i>(4)</i>
	+		×		=	

Table 5. Infrastructure Work PB (Underserved Community)

Use information from Tables 1-3 to complete Table 5.

<b>Table 5. Infrastructure Work PB (Underserved Community)</b>						
<b>(Direct PB)</b> <i>(Table 1, Column 5)</i> <i>(1)</i>	+	<b>Indirect PB)</b> <i>(Table 2, Column 2)</i> <i>(2)</i>	×	<b>Dose</b> <i>(Table 3, Column 2)</i> <i>(3)</i>	=	<b>Infrastructure Work PB (Underserved Community)</b> <i>(4)</i>
	+		×		=	

**Step 3:** If your application proposes educational campaigns or events about litter abatement, proper waste disposal, or how to do sanctioned artwork (as opposed to vandalism), use Table 6 to calculate PB of each non-infrastructure activity and total. If your application does not propose these activities, skip to Step 4.

**Table 6. Non-Infrastructure Work PB**

- **Reach** = Number of people reached at least once by an educational campaign or eligible event.
- **Dose** = Number of times the campaign will run, or the event will be held.

Table 6. Non-Infrastructure Work (NI) PB						
NI Activity Number	NI Activity Name	Activity Reach (1)	x	Activity Dose (2)	=	PB of NI Activity (3)
1			x		=	
2			x		=	
3			x		=	
4			x		=	
Total NI Work PB						

**Step 4.** Calculate the Project's Population Benefit (Overall). This score will be graded by the Department on a curve relative to all applications submitted. The number of points the applicant will be awarded for Scoring Component 2, Project Population Benefit, will be granted accordingly. The maximum number of points is 20.

**Table 7. Project's PB (Overall)**

Table 7. Project's PB (Overall)				
Infrastructure Work PB (Overall) (From Table 4, Column 4) (1)	+	Non-Infrastructure Work PB (From Table 6, Column 3) (2)	=	Project's PB (Overall) (3)
	+		=	

Step 5. Calculate the Project's Population Benefit (Underserved Community).

Table 8. Project's PB (Underserved Community)

Table 8. Project's PB (Underserved Community)				
Infrastructure Work PB (Underserved Community) (From Table 5, Column 4) (1)	+	Non-Infrastructure Work PB (From Table 6, Column 3) (2)	=	Project's PB (Underserved Community) (3)
	+		=	

Step 6. Calculate the Project's Relative Population Benefit to the underserved community.

Table 9. Project's Relative PB to Underserved Communities				
Project's PB (Underserved Community) (From Table 8, column 3) (1)	÷	Project's PB (Overall) (From Table 7, column 3) (2)	=	Project's Relative PB (Underserved Community) (3)
	÷		=	

Step 7. Calculate the number of points you, the applicant, will be awarded for Scoring Component 3, Project's Relative Population Benefit to the Underserved Community. The maximum number of points is 35.

Table 10. Applicant's Points for Scoring Component 3, Project's Relative PB (Underserved Community)

Table 10. Scoring Component 3, Project's Relative PB (Underserved Community)				
Project's Relative PB (Underserved Community) (From Table 9, column 3) (1)	×	Maximum Possible Points (2)	=	Score (Pts.) (3)
	×	35	=	

Examples of completed calculation forms based on a fictitious project can be found in Appendix A.4.

Additional rows for Tables 1 and 2. (Only use these pages if needed.)

<b>Table 1. Infrastructure Work- Direct Population Benefit (CONTINUED)</b>					
<b>Location Relative to Project Site(s)</b>		<b>Census Tract Number</b>	<b>Census Tract Population (Overall)</b>	<b>If the tract is underserved community, record the option used to make the determination. (ACS5, SB535, CDEdu, HIP, Other)</b>	<b>Census Tract Population (Underserved)</b>  <b>If the tract is an underserved community, also record population in this column.</b>
(1)		(2)	(3)	(4)	(5)
9	<b>Project Site C</b>				
10	Within a ¼ mile radius.				
11	Within a ¼ mile radius.				
12	Within a ¼ mile radius.				
13	<b>Project Site D</b>				
14	Within a ¼ mile radius.				
15	Within a ¼ mile radius.				
16	Within a ¼ mile radius.				

<b>Table 2. Infrastructure Work - Indirect Benefit Population (CONTINUED)</b>		
<b>Name of Transit Route with at least One Stop within 1/2 Mile of Project Site(s)</b>		<b>Average Daily Ridership of the Route</b>
(1)		(2)
8		
9		
10		
11		
12		
13		
14		
15		

Additional rows for Tables 3 and 6. (Only use these pages if needed.)

<b>Table 3. Infrastructure Dose (CONTINUED)</b>	
Infrastructure Site (1)	Hours Improved Site Accessible to Public (2)
8	
9	
10	
11	
12	
13	
14	
15	

<b>Table 6. Non-Infrastructure Work (NI) PB (CONTINUED)</b>						
NI Activity Number	NI Activity Name	Activity Reach (1)	x	Activity Dose (2)	=	PB of NI Activity (3)
5			x		=	
6			x		=	
7			x		=	
8			x		=	
9			x		=	
10			x		=	
11			x		=	
12			x		=	
13			x		=	
14			x		=	
15			x		=	
16			x		=	

## Appendix A.4. Example PB (Overall) and Relative PB (Underserved Communities) Calculations Performed for a Fictitious Project

For demonstration purposes, this appendix performs sample population benefit calculations based on a fictitious project.

### Fictitious Project Summary:

*The sample project proposes improving the parkland at the Greenside Park in the City of Eureka, CA (M St & 12th St, Eureka, CA 95501) with beautification upgrades and litter abatement. In addition to physical improvements, the project proposes to launch a litter abatement campaign on social media that will reach 1,000 people/week for 52 weeks in total and will host a ribbon cutting and litter abatement event with 200 people invited. I have filled this form out as the applicant for the purposes of showing how this would be accomplished and the results you might see from this.*

### Example Population Benefit Calculations:

**Step 1.** If your project has no infrastructure work, skip to Step 3.

*Our project has infrastructure, so we continue to Step 2.*

**Step 2.** If your project has infrastructure work, complete Tables 1 through 5 below. Information from tables 1 through 3 will be used to calculate the Infrastructure Work PB for both the overall and underserved community in Tables 4 and 5, respectively.

### Table 1. Infrastructure Work – Direct PB (Overall and Underserved Community)

- On line 1, list the census tract in which the project is located.
- On subsequent lines, list all census tracts within ¼ mile radius of your project. If your project is large or long, use a ¼ mile from the outer edges. If your project has multiple locations, list the census tracts for each location. Add more rows on the last page if necessary.
- For each census tract listed, provide the information requested. For columns 4 and 5, consult the CCLGP guidelines on how to define an underserved community. If you choose “other” as your option, you must submit Attachment J with justification of your determination method.
- Total column 3 and column 5.



Table 1. Infrastructure Work- Direct Population Benefit					
Location Relative to Project Site(s)		Census Tract Number	Census Tract Population (Overall)	If the tract is underserved community, record the option used to make the determination. (e.g. ACS5, SB535, CDEdu, HIP, Other)	Census Tract Population (Underserved)
(1)		(2)	(3)	(4)	(5)
1	<b>Project Site A</b>	5	4,450	ACS5	4,450
2	Within a ¼ mile radius.	6	4,998	ACS5	4,998
3	Within a ¼ mile radius.	1	4,242	ACS5	4,242
4	Within a ¼ mile radius.				
5	<b>Project Site B</b>				
6	Within a ¼ mile radius.				
7	Within a ¼ mile radius.				
8	Within a ¼ mile radius.				
Population Totals		(Overall) =	13,960	(Underserved) =	13,690

Why we filled in Table 1 as we did:

- We chose to use option 1 of the 5 options provided in the guidelines to determine if the community around the project is underserved. We looked up the project address in the 2019 American Community Survey 5-Year Estimates (ACS5) and found it is in census tract 5 with a population of 4,450 people and has a median income less than 80% of the State Median Income. This means the census tract qualifies as an underserved community. We logged this information on line 1 accordingly.
- We drew a ¼ mile buffer around the project limits and then determined all other census tracts that fell totally or partially within the project site or buffer limits. Using the ACS5, two tracts met this criteria, census tracts 6

and 1, and both also qualified as underserved. We completed lines 2 and 3 accordingly.

- Note, you are not limited to one option when making the “underserved” determination. If a tract did not qualify as underserved on the ACS5, we could have also checked another option, such as the Healthy Places Index. If it qualified under one of the options, we could have designated that tract as underserved.

**Table 2. Infrastructure Work – Indirect PB**

- List all transits routes with at least one transit stop within a ½ mile radius of your project. If you project is large or long, use a ½ mile from the outer edges. Add more rows on the last page if necessary.
- Total all ridership.

<b>Table 2. Infrastructure Work - Indirect Benefit Population</b>	
<b>Name of Transit Route with at least One Stop within 1/2 Mile of Project Site(s)</b>	<b>Average Daily Ridership of the Route</b>
(1)	(2)
1	Redwood Transit System Route
2	Southern Humboldt Intercity Route
3	
4	
5	
6	
7	
Total of the Average Daily Ridership of Qualifying Routes	
	1,000

Why we filled out Table 2 as we did:

We drew a ½ mile buffer around the project limits and determined what transit stops existed within the project limits or the buffer zone. We found two bus routes that stopped within a ½ mile of the project and logged the route information accordingly.

**Table 3. Infrastructure Work – Dose**

Determine the “dose” factor for the infrastructure work, which is the hours the site will be accessible to the public under the improved conditions.

- List all sites and the hours for each site. Add more rows on the last page if necessary.

- Calculate the average number of hours of all sites.

Table 3. Infrastructure Dose		
Infrastructure Site (1)		Hours Improved Site Accessible to Public (2)
1	Greenside Park	24
2		
3		
4		
5		
6		
7		
Average of Hours if Project Contains Multiple Sites		24

Why we filled in Table 3 as we did:

- The park will be accessible to the public 24 hours per day upon completion of the project. If we had multiple sites with different hours, we would have averaged the hours.

Table 4. Infrastructure Work PB (Overall)

Use information from Tables 1-3 to complete Table 4.

Table 4. Infrastructure Work PB (Overall)						
(Direct PB (Table 1, Column 3) (1))	+	(Indirect PB) (Table 2, Column 2) (2))	×	(Dose (Table 3, Column 2) (3))	=	(Infrastructure Work PB (Overall) (4))
13,960	+	1,000	×	24	=	359,040

**Table 5. Infrastructure Work PB (Underserved Community)**

Use information from Tables 1-3 to complete Table 5.

<b>Table 5. Infrastructure Work PB (Underserved Community)</b>						
<b>(Direct PB)</b> <i>(Table 1, Column 5)</i> <i>(1)</i>	+	<b>Indirect PB)</b> <i>(Table 2, Column 2)</i> <i>(2)</i>	×	<b>Dose</b> <i>(Table 3, Column 2)</i> <i>(3)</i>	=	<b>Infrastructure Work PB (Underserved Community)</b> <i>(4)</i>
13,960	+	1,000	×	24	=	359,040

Note, because all the tracts within a ¼ mile of the project qualified as underserved, the project's Infrastructure Work PB (Overall) in Table 7 equals the project's Infrastructure work PB (underserved community) in Table 8.

**Step 3:** If your application proposes educational campaigns or events about litter abatement, proper waste disposal, or how to do sanctioned artwork (as opposed to vandalism), use Table 6 to calculate PB of each non-infrastructure activity and total. If your application does not propose these activities, skip to Step 4.

**Table 6. Non-Infrastructure Work PB**

- **Reach** = Number of people reached at least once by an educational campaign or eligible event.
- **Dose** = Number of times the campaign will run or the event will be held.

<b>Table 6. Non-Infrastructure Work (NI) PB</b>						
<b>NI Activity Number</b>	<b>NI Activity Name</b>	<b>Activity Reach</b> <i>(1)</i>	×	<b>Activity Dose</b> <i>(2)</i>	=	<b>PB of NI Activity</b> <i>(3)</i>
1	Social Media Litter Abatement Campaign	1000	×	52	=	52,000
2	Ribbon Cutting and Litter Abatement Event	200	×	1	=	200
3			×		=	
4			×		=	
<b>Total NI Work PB</b>						<b>52,200</b>

Why we filled in Table 6 as we did:

- The project includes 2 non-infrastructure events, a media campaign that will reach 1,000 social media followers (the Activity 1 reach) once a week for 52 weeks (the Activity 1 dose) and a ribbon cutting and trash disposal education event to which 200 people (the Activity 2 reach) will be invited. The ribbon cutting event is a one-time affair (the Activity 2 dose.)

**Step 4.** Calculate the Project's Population Benefit (Overall). This score will be graded by the Department on a curve relative to all applications submitted. The number of points the applicant will be awarded for Scoring Component 2, Project Population Benefit, will be granted accordingly. The maximum number of points is 20.

Table 7. Project's PB (Overall)

<b>Table 7. Project's PB (Overall)</b>				
<b>Infrastructure Work PB (Overall)</b> (From Table 4, Column 4) (1)	+	<b>Non-Infrastructure Work PB</b> (From Table 6, Column 3) (2)	=	<b>Project's PB (Overall)</b> (3)
359,040	+	52,200	=	<b>411,240</b>

**The number calculated here will be graded on a curve relative to other applications submitted to determine the percentage of the maximum possible 20 points to award.**

**Step 5.** Calculate the Project's Population Benefit (Underserved Community).

Table 8. Project's PB (Underserved Community)

<b>Table 8. Project's PB (Underserved Community)</b>				
<b>Infrastructure Work PB (Underserved Community)</b> (From Table 5, Column 4) (1)	+	<b>Non-Infrastructure Work PB</b> (From Table 6, Column 3) (2)	=	<b>Project's PB (Underserved Community)</b> (3)
359,040	+	52,200	=	411,240

**Step 6.** Calculate the Project's *Relative Population Benefit* to the underserved community.

<b>Table 9. Project's Relative PB to Underserved Communities</b>				
<b>Project's PB (Underserved Community)</b> (From Table 8, column 3) (1)	÷	<b>Project's PB (Overall)</b> (From Table 7, column 3) (2)	=	<b>Project's Relative PB (Underserved Community)</b> (3)
411,240	÷	411,240	=	100%

**Step 7.** Calculate the number of points you, the applicant, will be awarded for Scoring Component 3, Project's *Relative Population Benefit* to the Underserved Community. The maximum number of points is 35.

Table 10. Applicant's Points for Scoring Component 3. Project's Relative PB (Underserved Community)

<b>Table 10. Scoring Component 3 Project's Relative PB (Underserved Community)</b>				
<b>Project's Relative PB (Underserved Community)</b> (From Table 9, column 3) (1)	×	<b>Maximum Possible Points</b> (2)	=	<b>Score (Points)</b> (3)
100%	×	35	=	35

## Appendix B1. Demonstrated Community Need Assessment Form

This table measures the demonstrated need of the community to execute the goals of the program. Needs can be the community's need for waste and debris reduction, beautification, enhanced public health, cultural connection, or another need. This component is worth a maximum of 50 points and up to 25 percent of the total application score. The score is based on the applicant's answers to questions about the **existing site** or community conditions. The form has five (5) sections, each relating to a program goal or objective. **Within each section, choose a maximum of two (2) questions to answer**, for a total of 10 questions. All applicants must answer question 1-1, as one of their two questions in Section 1.

**Table 1: Demonstrated Community Need Assessment Form**

Section 1: Answer question 1-1, and one other question of your choice.						
Program Goal or Objective	ID #	Max. Poss. Pts.	Community Need Assessment Question	Points Guidance	Applicant Response	Applicant's Self Score
<b>To reduce the amount of waste and debris within public rights-of-way, pathways, parks, transit centers, and other public spaces.</b>	1 -1	5	Describe the evidence there is a recurring litter or land misuse in the project area under existing conditions. Summarize trash collection data or other empirical data.	(Range 0-5pts., No evidence= 0pts.)	Use box below	
	1-2	5	Under existing conditions, does the project site have adequate signage and amenities for proper waste disposal or prevention?	No = 5 pts., Somewhat = 3pts., Yes = 0 pts.		
	1-3	5	Under existing conditions, does the site have physical features to discourage inappropriate waste disposal or dumping?	No = 5 pts., Somewhat = 3pts., Yes = 0 pts.		
	1-4	3	Under existing conditions, does the proposed community or project site lack educational programs or events about litter abatement or proper waste disposal?	Yes = 3pts., Somewhat=2pts., No or NA = 0pts.		



**Section 2: Answer 2 questions below.**

Program Goal or Objective	ID #	Max. Poss. Pts.	Community Need Assessment Question	Point Guidance	Applicant Response	Applicant's Self Score
<p align="center"><b>To enhance, rehabilitate, restore, or install measures to beautify and improve public spaces.</b></p>	2-1	5	Under existing conditions what percentage of the project site needs beautification?	0-20%= 1 pt., 21-40%= 2 pts., 41-60%= 3 pts., 61-80%= 4 pts., >80%= 5 pts.,		
	2-2	5	Under existing conditions, what percentage of the project site is not functional and/or accessible for community use?	0-20%= 1 pt., 21-40%= 2 pts., 41-60%= 3 pts., 61-80%= 4 pts., >80%= 5 pts.,		
	2-3	5	Based on the hours the project site is open, approximately what percentage of time is it significantly underutilized?	0-20%= 1 pt., 21-40%= 2 pts., 41-60%= 3 pts., 61-80%= 4 pts., >80%= 5 pts.,		
	2-4	5	What percentage of the project site is negatively affected by graffiti or other vandalism?	0-20%= 1 pt., 21-40%= 2 pts., 41-60%= 3 pts., 61-80%= 4 pts., >80%= 5 pts.,		

**Section 3: Answer 2 questions below.**

Program Goal or Objective	ID #	Max. Poss. Pts.	Community Need Assessment Question	Point Guidance	Applicant Response	Applicant's Self Score
<p align="center"><b>To enhance public health, cultural connection, and community placemaking by improving public spaces for walking and recreation.</b></p>	3-1	5	Does the project area currently prevent a critical connection to daily life destinations such as school, medical care, jobs, or groceries via walking, biking, or transit?	Yes = 5 pts., Somewhat= 3pts., No = 0 pts..		
	3-2	5	Is the public space a barrier or hazard on a walking or biking route?	Yes = 5 pts., Somewhat= 3pts., No = 0 pts..		
	3-3	5	Is the existing public recreation space unusable for its intended purposes?	Yes = 5 pts., Somewhat= 3pts., No = 0 pts..		
	3-4	5	Under existing conditions, are there adequate/sufficient recreation places in the community?	No= 5 pts., Somewhat=3pts., Yes = 0 pts.		
	3-5	3	Under existing conditions, are there enough places to sit at the project site?	No= 3 pts., Somewhat=2pts., Yes = 0 pts.		
	3-6	5	Does the existing project site lack features or elements that connect it to the culture or history of the surrounding community?	Yes= 5 pts., Somewhat=3pts., No = 0 pts.		

**Section 4: Answer 2 questions below.**

Program Goal or Objective	ID #	Max. Poss. Pts.	Community Need Assessment Question	Point Guidance	Applicant Response	Applicant's Self Score
<b>To advance equity for underserved communities.</b>	4-1	5	How does the percentage of usable public space in the underserved community compare to the region's average?	Below Average = 5pts., Average =3pts., Above Average = 0pts.		
	4-2	5	Is the project area an underutilized connection in an underserved community?	Yes = 5pts., Somewhat=3pts., No or NA = 0pts.		
	4-3	5	Is the project site an underutilized public space in an underserved community?	Yes = 5pts., Somewhat=3pts., No or NA = 0pts.		
	4-4	5	Does the space function for people with disabilities or special needs?	No = 5pts., Somewhat=3pts., Yes or NA = 0pts.		

Section 5: Answer 2 questions below.						
Program Goal or Objective	ID #	Max. Poss. Pts.	Community Need Assessment Question	Point Guidance	Applicant Response	Applicant's Self Score
Greening to provide shade, reduce urban island effect, and use native, low-water plants.	5-1	5	Under existing conditions what percentage of the space is landscaped and/or soft-scaped?	0-20%=5pts., 21-40=4pts., 41-60=3pts., 61-80=2pts., 81-100=1pts.		
	5-2	5	Under existing conditions, what percentage of landscape lacks native or low-water plants?	0-20%= 5pts., 21-40=4pts., 41-60=3pts., 61-80=2pts., 81-100=1pts.		
	5-3	5	What percentage of the space is unusable due to lack of shade at midday?	0-20%=1pts., 21-40=2pts., 41-60=3pts., 61-80=4pts., 81-100=5pts.		
	5-4	5	What percentage of the project site is unusable due to excessive heat at midday?	0-20%=1pts., 21-40=2pts., 41-60=3pts., 61-80=4pts., 81-100=5pts.		
	<b>Total Score from Sections 1 to 5: Community Need Assessment (Max Possible Points is 50)</b>					0

## Appendix B2. Project's Outcomes Assessment Form

This form measures the proposal's potential to accomplish the goals of the program. This component is worth a maximum of 40 points and up to 20 percent of the total application score. The score is based on the applicant's answers to questions about anticipated project results. The form has five (5) sections, each relating to a program goal or objective. **Within each section, choose a maximum of two questions to answer, for a total of 10 questions.**

**Table 2: Project's Outcomes Assessment Form**

<b>Section 1: Answer 2 questions below.</b>						
<b>Program Goal or Objective</b>	<b>ID #</b>	<b>Max. Poss. Pts.</b>	<b>Project's Outcomes Questions</b>	<b>Point Guidance</b>	<b>Applicant Response</b>	<b>Applicant's Self Score</b>
<b>To reduce the amount of waste and debris within public rights-of-way, pathways, parks, transit centers, and other public spaces.</b>	1-1	4	By what percentage will the waste and debris within the project site be reduced?	0-25% =1 pt., 26-50%= 2pts., 51-75%= 3pts., 76-100%= 4pts.		
	1-2	3	By what percentage will the signage and amenities for proper waste disposal or prevention increase at the project site?	0-33% = 1 pt., 34-66% = 2pts., 67-100% = 3pts.		
	1-3	4	What is the estimated reduction of waste or debris at the project site because of new physical features to discourage inappropriate waste disposal or dumping?	0-25% =1 pt., 26-50%= 2pts., 51-75%= 3pts., 76-100%= 4pts.		
	1-4	3	What is the percent increase in the number of educational programs or events about litter abatement and proper waste disposal?	0-33% = 1 pt., 34-66% = 2pts., 67-100% = 3pts.		
	1-5	3	What is the percent increase in the number of litter pickup and waste disposal events?	0-33% = 1 pt., 34-66% = 2pts., 67-100% = 3pts.		

**Section 2: Answer 2 questions below.**

Program Goal or Objective	ID #	Max. Poss. Pts.	Project's Outcomes Questions	Point Guidance	Applicant Response	Applicant's Self Score
<b>To enhance, rehabilitate, restore, or install measures to beautify and improve public spaces.</b>	2-1	4	By what percentage will the project site be beautified or improved?	0-25% = 1 pt., 26-50% = 2pts., 51-75% = 3pts., 76-100% = 4pts.		
	2-2	4	By what percentage do the improvements increase the number and/or diversity of viable uses in the project site?	0-25% = 1 pt., 26-50% = 2pts., 51-75% = 3pts., 76-100% = 4pts.		
	2-3	5	By what percentage do the improvements increase access to the project site?	0-20% = 1 pt., 21-40% = 2 pts., 41-60% = 3 pts., 61-80% = 4 pts., 81-100% = 5pts.		
	2-4	4	By what percentage will the quantity of human scale, energy conserving lighting be increased?	0-25% = 1 pt., 26-50% = 2pts., 51-75% = 3pts., 76-100% = 4pts.		
	2-5	4	What percentage of project site will be improved with anti-graffiti/anti-vandalism solutions?	0-25% = 1 pt., 26-50% = 2pts., 51-75% = 3pts., 76-100% = 4pts.		
	2-6	4	Will visual art pieces be added to the project site?	2 or more = 4pts., 1 = 3 pts.		
	2-7	4	What is the percentage increase in educational programs informing the community how to do sanctioned public artwork (as opposed to vandalism/graffiti)?	0-25% = 1 pt., 26-50% = 2pts., 51-75% = 3pts., 76-100% = 4pts.		

**Section 3: Answer 2 questions below.**

Program Goal or Objective	ID #	Max. Poss. Pts.	Project's Outcomes Questions	Point Guidance	Applicant Response	Applicant's Self Score
<p align="center"><b>To enhance public health, cultural connection, and community placemaking by improving public spaces for walking and recreation.</b></p>	3-1	4	Will the project create or enable a critical connection to daily life destinations such as school, medical care, jobs, or groceries via walking, biking, or transit?	Yes = 4pts., Somewhat = 2pts., No or NA = 0pts.		
	3-2	4	Will the project improve a walking or biking route?	Yes = 4pts., Somewhat = 2pts., No or NA = 0pts.		
	3-3	4	Will the project improve or rehabilitate an existing public recreation space?	Yes = 4pts., Somewhat = 2pts., No or NA = 0pts.		
	3-4	4	Will the project add new recreation space to the community?	Yes = 4pts., Somewhat = 2pts., No or NA = 0pts.		
	3-5	4	By what percentage will the project site(s) be improved for walking or recreation?	0-25% = 1 pt., 26-50% = 2pts., 51-75% = 3pts., 76-100% = 4pts.		
	3-6	4	Will the improved project site incorporate features or elements that connect it to the culture or history of the surrounding community?	Definitely = 4 pts., Sufficiently = 3 pts., Somewhat = 2 pts., A little = 1 pt. Not at all = 0 pts.		



**Section 4: Answer 2 questions below.**

Program Goal or Objective	ID #	Max. Poss. Pts.	Project's Outcomes Questions	Point Guidance	Applicant Response	Applicant's Self Score
<p align="center"><b>Advance equity for underserved communities.</b></p>	4-1	4	What percentage of census tracts within a 1/4 mile of the project site qualify as underserved?	> 51%=4pts, 40-50%=3pts, 20-39%=2pts < 20% = 1pts		
	4-2	4	What percentage of transit routes within a 1/2 mile of the project site reach an underserved community?	> 51%=4pts, 40-50%=3pts, 20-39%=2pts < 20% = 1pts		
	4-3	4	Will the project create or improve access to a key connection across a major physical barrier in an underserved community?	Yes = 4pts., Somewhat = 2pts., No or NA = 0pts.		
	4-4	4	Will the improved project site function for people with disabilities or special needs?	Yes = 4pts., Somewhat = pts., No or NA = 0pts.		

<b>Section 5: Answer 2 questions below.</b>						
<b>Program Goal or Objective</b>	<b>ID #</b>	<b>Max. Poss. Pts.</b>	<b>Project's Outcomes Question</b>	<b>Point Guidance</b>	<b>Applicant Response</b>	<b>Applicant's Self Score</b>
<b>Greening to provide shade, reduce urban island effect, and use native, low-water plants.</b>	5-1	4	What is the anticipated decrease in impervious surfaces at the project site?	0-25% = 1 pt., 26-50% = 2pts., 51-75% = 3pts., 76-100% = 4pts.		
	5-2	4	What will be the percent increase in native, drought tolerant plantings?	0-25% = 1 pt., 26-50% = 2pts., 51-75% = 3pts., 76-100% = 4pts.		
	5-3	4	What is the anticipated percent increase of shade measured at the noon hour?	0-25% = 1 pt., 26-50% = 2pts., 51-75% = 3pts., 76-100% = 4pts.		
	5-4	4	What is the anticipated increase of greening or tree canopy?	0-25% = 1 pt., 26-50% = 2pts., 51-75% = 3pts., 76-100% = 4pts.		
<b>Total of Scores from Sections 1 to 5: Project Outcomes (Max Possible is 40)</b>						<b>0</b>

### **Appendix B3. Example of Forms in Appendix B1 and Appendix B2 Completed for a Fictitious Project**

For demonstration purposes, this appendix contains completed Demonstrated Community Need Assessment and Project's Outcomes Assessment forms based on a fictitious project.

Fictitious Project Summary:

*One-acre public space that will include landscaping, shade trees, improved street furniture, new bins for proper waste disposal, enhanced lighting, a mural by a local artist, and upgrades to the bus stop shelter at the site. Youth volunteers will be recruited to help clean the space before improvements are made, and they will learn about litter abatement and the free dump days in the community.*

**Table 1: Completed Demonstrated Community Need Assessment Form**

Section 1: Answer question 1-1, and one of your choice.						
Program Goal or Objective	ID #	Max. Poss. Pts.	Community Need Assessment Question	Points Guidance	Applicant Response	Applicant's Self Score
To reduce the amount of waste and debris within public rights-of-way, pathways, parks, transit centers, and other public spaces.	1-1	5	Describe the evidence there is a recurring issue of trash production or land misuse in the project area under existing conditions. Summarize trash collection data or other empirical data.	(Range 0-5pts., No evidence= 0pts.)	Use box below	
	<p><b>Trash bins are always overflowing. The amount of trash has increased by approximately 300% according to the maintenance department. Many people dump their garbage around the park. Park walls have re-occurring graffiti. There have been citizen complaints and about garbage and broken benches. The park has seen reduced usage over the years due to safety concerns and poor lighting. Reservations for youth sports at the facility and picnic areas have reduced by 25%.</b></p>					5
	1-2	5	Under existing conditions, does the project site have adequate signage and amenities for proper waste disposal or prevention?	No = 5 pts., Somewhat = 3pts., Yes = 0 pts.		
	1-3	5	Under existing conditions, does the site have physical features to discourage inappropriate waste disposal or dumping?	No = 5 pts., Somewhat = 3pts., Yes = 0 pts.	No	5
	1-4	3	Under existing conditions, does the proposed community or project site lack educational programs or events about litter abatement or proper waste disposal?	Yes = 3pts., Somewhat=2pts., No or NA = 0pts.		

**Section 2: Answer 2 questions below.**

Program Goal or Objective	ID #	Max. Poss. Pts.	Community Need Assessment Question	Point Guidance	Applicant Response	Applicant's Self Score
<b>To enhance, rehabilitate, restore, or install measures to beautify and improve public spaces.</b>	2-1	5	Under existing conditions what percentage of the project site needs beautification?	0-20%= 1 pt., 21-40%= 2 pts., 41-60%= 3 pts., 61-80%= 4 pts., >80%= 5 pts.,	<b>81</b>	<b>5</b>
	2-2	5	Under existing conditions, what percentage of the project site is not functional and/or accessible for community use?	0-20%= 1 pt., 21-40%= 2 pts., 41-60%= 3 pts., 61-80%= 4 pts., >80%= 5 pts.,		
	2-3	5	Based on the hours the project site is open, approximately what percentage of time is it significantly underutilized?	0-20%= 1 pt., 21-40%= 2 pts., 41-60%= 3 pts., 61-80%= 4 pts., >80%= 5 pts.,	<b>61</b>	<b>4</b>
	2-4	5	What percentage of the project site is negatively affected by graffiti or other vandalism?	0-20%= 1 pt., 21-40%= 2 pts., 41-60%= 3 pts., 61-80%= 4 pts., >80%= 5 pts.,		

**Section 3: Answer 2 questions below.**

Program Goal or Objective	ID #	Max. Poss. Pts.	Community Need Assessment Question	Point Guidance	Applicant Response	Applicant's Self Score
<b>To enhance public health, cultural connection, and community placemaking by improving public spaces for walking and recreation.</b>	3-1	5	Does the project area currently prevent a critical connection to daily life destinations such as school, medical care, jobs, or groceries via walking, biking, or transit?	Yes = 5 pts., Somewhat= 3pts., No = 0 pts..		
	3-2	5	Is the public space a barrier or hazard on a walking or biking route?	Yes = 5 pts., Somewhat= 3pts., No = 0 pts..		
	3-3	5	Is the existing public recreation space unusable for its intended purposes?	Yes = 5 pts., Somewhat= 3pts., No = 0 pts..		
	3-4	5	Under existing conditions, are there adequate/sufficient recreation places in the community?	No= 5 pts., Somewhat=3pts., Yes = 0 pts.	<b>Somewhat</b>	<b>3</b>
	3-5	3	Under existing conditions, are there enough places to sit at the project site?	No= 3 pts., Somewhat=2pts., Yes = 0 pts.		
	3-6	5	Does the existing project site lack features or elements that connect it to the culture or history of the surrounding community?	Yes= 5 pts., Somewhat=3pts., No = 0 pts.	<b>Yes</b>	<b>5</b>

**Section 4: Answer 2 questions below.**

Program Goal or Objective	ID #	Max. Poss. Pts.	Community Need Assessment Question	Point Guidance	Applicant Response	Applicant's Self Score
<p align="center"><b>To advance equity for underserved communities.</b></p>	4-1	5	How does the percentage of usable public space in the underserved community compare to the region's average?	Below Average = 5pts., Average =3pts., Above Average = 0pts.	<p align="center"><b>Below Average</b></p>	<p align="center"><b>5</b></p>
	4-2	5	Is the project area an underutilized connection in an underserved community?	Yes = 5pts., Somewhat=3pts., No or NA = 0pts.		
	4-3	5	Is the project site an underutilized public space in an underserved community?	Yes = 5pts., Somewhat=3pts., No or NA = 0pts.	<p align="center"><b>Yes</b></p>	<p align="center"><b>5</b></p>
	4-4	5	Does the space function for people with disabilities or special needs?	No = 5pts., Somewhat=3pts., Yes or NA = 0pts.		

Section 5: Answer 2 questions below.						
Program Goal or Objective	ID #	Max. Poss. Pts.	Community Need Assessment Question	Point Guidance	Applicant Response	Applicant's Self Score
Greening to provide shade, reduce urban island effect, and use native, low-water plants.	5-1	5	Under existing conditions what percentage of the space is landscaped and/or soft-scaped?	0-20%=5pts., 21-40=4pts., 41-60=3pts., 61-80=2pts., 81-100=1pts.		
	5-2	5	Under existing conditions, what percentage of landscape lacks native or low-water plants?	0-20%= 5pts., 21-40=4pts., 41-60=3pts., 61-80=2pts., 81-100=1pts.	35	4
	5-3	5	What percentage of the space is unusable due to lack of shade at midday?	0-20%=1pts., 21-40=2pts., 41-60=3pts., 61-80=4pts., 81-100=5pts.	75%	4
	5-4	5	What percentage of the project site is unusable due to excessive heat at midday?	0-20%=1pts., 21-40=2pts., 41-60=3pts., 61-80=4pts., 81-100=5pts.		
	<b>Total Score from Sections 1 to 5: Community Need Assessment (Max Possible Points is 50)</b>					45



**Table 2: Completed Project’s Outcomes Assessment Form**

Section 1: Answer 2 questions below.						
Program Goal or Objective	ID #	Max. Poss. Pts.	Project’s Outcomes Questions	Point Guidance	Applicant Response	Applicant's Self Score
<b>To reduce the amount of waste and debris within public rights-of-way, pathways, parks, transit centers, and other public spaces.</b>	1-1	4	By what percentage will the waste and debris within the project site be reduced.	0-25% =1 pt., 26-50%= 2pts., 51-75%= 3pts., 76-100%= 4pts.	<b>100</b>	<b>4</b>
	1-2	3	By what percentage will the signage and amenities for proper waste disposal or prevention increase at the project site?	0-33% = 1 pt., 34-66% = 2pts., 67-100% = 3pts.		
	1-3	4	What is the estimated reduction of waste or debris at the project site because of new physical features to discourage inappropriate waste disposal or dumping?	0-25% =1 pt., 26-50%= 2pts., 51-75%= 3pts., 76-100%= 4pts.	<b>80</b>	<b>4</b>
	1-4	3	What is the percent increase in the number of educational programs or events about litter abatement and proper waste disposal?	0-33% = 1 pt., 34-66% = 2pts., 67-100% = 3pts.		
	1-5	3	What is the percent increase in the number of litter pickup and waste disposal events?	0-33% = 1 pt., 34-66% = 2pts., 67-100% = 3pts.		

**Section 2: Answer 2 questions below.**

Program Goal or Objective	ID #	Max. Poss. Pts.	Project's Outcomes Questions	Point Guidance	Applicant Response	Applicant's Self Score
<b>To enhance, rehabilitate, restore, or install measures to beautify and improve public spaces.</b>	2-1	4	By what percentage will the project site be beautified or improved?	0-25% = 1 pt., 26-50% = 2pts., 51-75% = 3pts., 76-100% = 4pts.	<b>80</b>	<b>4</b>
	2-2	4	By what percentage do the improvements increase the number and/or diversity of viable uses within the project site?	0-25% = 1 pt., 26-50% = 2pts., 51-75% = 3pts., 76-100% = 4pts.		
	2-3	5	By what percentage do the improvements increase access to the project site?	0-20% = 1 pt., 21-40% = 2 pts., 41-60% = 3 pts., 61-80% = 4 pts., 81-100% = 5pts.		
	2-4	4	By what percentage will the quantity of human scale, energy conserving lighting will be increased?	0-25% = 1 pt., 26-50% = 2pts., 51-75% = 3pts., 76-100% = 4pts.	<b>60</b>	<b>4</b>
	2-5	4	What percentage of project site will be improved with anti-graffiti/anti vandalism solutions?	0-25% = 1 pt., 26-50% = 2pts., 51-75% = 3pts., 76-100% = 4pts.		
	2-6	4	Will visual art pieces be added to the project site?	2 or more = 4pts., 1 = 3 pts.		
	2-7	4	What is the percentage increase in educational programs informing the community how to do sanctioned public artwork (as opposed to vandalism/graffiti)?	0-25% = 1 pt., 26-50% = 2pts., 51-75% = 3pts., 76-100% = 4pts.		

**Section 3: Answer 2 questions below.**

Program Goal or Objective	ID #	Max. Poss. Pts.	Project's Outcomes Questions	Point Guidance	Applicant Response	Applicant's Self Score
<p align="center"><b>To enhance public health, cultural connection, and community placemaking by improving public spaces for walking and recreation.</b></p>	3-1	4	Will the project create or enable a critical connection to daily life destinations such as school, medical care, jobs, or groceries via walking, biking, or transit?	Yes = 4pts., Somewhat = 2pts., No or NA = 0pts.		
	3-2	4	Will the project improve a walking or biking route?	Yes = 4pts., Somewhat = 2pts., No or NA = 0pts.		
	3-3	4	Will the project improve or rehabilitate an existing public recreation space?	Yes = 4pts., Somewhat = 2pts., No or NA = 0pts.	<b>Yes</b>	<b>4</b>
	3-4	4	Will the project add new recreation space to the community?	Yes = 4pts., Somewhat = 2pts., No or NA = 0pts.		
	3-5	4	By what percentage will the project site(s) be improved for walking or recreation?	0-25% = 1 pt., 26-50% = 2pts., 51-75% = 3pts., 76-100% = 4pts.		
	3-6	4	Will the improved project site incorporate features or elements that connect it to the culture or history of the surrounding community?	Definitely = 4 pts., Sufficiently = 3 pts., Somewhat = 2 pts., A little = 1 pt. Not at all = 0 pts.	<b>Definitely</b>	<b>4</b>

**Section 4: Answer 2 questions below.**

Program Goal or Objective	ID #	Max. Poss. Pts.	Project's Outcomes Questions	Point Guidance	Applicant Response	Applicant's Self Score
<p><b>Advance equity for underserved communities.</b></p>	4-1	4	<p>What percentage of census tracts within a 1/4 mile of the project site qualify as underserved?</p>	<p>&gt; 51%=4pts, 40-50%=3pts, 20-39%=2pts &lt; 20% = 1pts</p>	<p><b>100%</b></p>	<p><b>4</b></p>
	4-2	4	<p>What percentage of transit routes within a 1/2 mile of the project site reach an underserved community?</p>	<p>&gt; 51%=4pts, 40-50%=3pts, 20-39%=2pts &lt; 20% = 1pts</p>	<p><b>50</b></p>	<p><b>3</b></p>
	4-3	4	<p>Will the project create or improve access to a key connection across a major physical barrier in an underserved community?</p>	<p>Yes = 4pts., Somewhat = 2pts., No or NA = 0pts.</p>		
	4-4	4	<p>Will the improved project site function for people with disabilities or special needs?</p>	<p>Yes = 4pts., Somewhat = pts., No or NA = 0pts.</p>		

<b>Section 5: Answer 2 questions below.</b>						
<b>Program Goal or Objective</b>	<b>ID #</b>	<b>Max. Poss. Pts.</b>	<b>Project's Outcomes Question</b>	<b>Point Guidance</b>	<b>Applicant Response</b>	<b>Applicant's Self Score</b>
<b>Greening to provide shade, reduce urban island effect, and use native, low-water plants.</b>	5-1	4	What is the anticipated decrease in impervious surfaces at the project site?	0-25% = 1 pt., 26-50% = 2pts., 51-75% = 3pts., 76-100% = 4pts.		
	5-2	4	What will be the percent increase in native, drought tolerant plantings?	0-25% = 1 pt., 26-50% = 2pts., 51-75% = 3pts., 76-100% = 4pts.	<b>65</b>	<b>3</b>
	5-3	4	What is the anticipated percent increase of shade measured at the noon hour?	0-25% = 1 pt., 26-50% = 2pts., 51-75% = 3pts., 76-100% = 4pts.		
	5-4	4	What is the anticipated increase of greening or tree canopy?	0-25% = 1 pt., 26-50% = 2pts., 51-75% = 3pts., 76-100% = 4pts.	<b>60</b>	<b>3</b>
<b>Total of Scores from Sections 1 to 5: Project Outcomes (Max Possible is 40)</b>						<b>37</b>

## Clean California Local Grant Program (State)

### 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 Richmond, hereinafter referred to as **AGENCY**, will commence on May 15, 2022, 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 this RGA and before receipt of Notice to Proceed from **CALTRANS**. This RGA shall expire on **December 31, 2024**.

### Recitals

1. Under this RGA, **CALTRANS** intends to convey State restricted grant funds to **AGENCY**, pursuant to Budget Act Line Item 2660-101-0046T, who will implement the project pursuant to the attached Approved Grant Application and Amendment(s) to Grant Application, Attachment III 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 III** ("Project Work") 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, **CALTRANS** will convey State grant restricted funds to **AGENCY**, pursuant to Budget Act Line Item 2660-101-0046T, and **AGENCY** will use the funds to only conduct the scope of work identified in this agreement and authorized by Streets and Highway Code section 91.41. The funds subject to this RGA must be identified as available to a public entity that is responsible for implementing the scope of work authorized under the Clean California Local Grant Program in **CALTRANS'** budget, and **AGENCY** represents and warrants that it is a public entity that is responsible for implementing the scope of work authorized under the Clean California Local Grant Program.


2. Under this restricted grant, funds may be only used for the purposes set forth in this RGA, **AGENCY** Resolution (**Attachment IV**), Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**), and the Grant Program Guidelines (**Attachment I**), and the 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 Richmond Communities Clean Collaborative project, hereinafter "Project", subject to the terms and conditions of this RGA and Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**), which are attached hereto as **Attachment III**.
4. The resolution authorizing **AGENCY** to execute this RGA pertaining to the above-described Project is attached hereto as **Attachment IV**.
5. **AGENCY** is not requesting an advance payment pursuant to California Streets and Highways Code section 94.41(e).
6. All services performed by **AGENCY** pursuant to this RGA shall be subject to and performed in accordance with California Streets and Highways Code §91.41 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 Grant Program Guidelines (**Attachment I**).  
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."

7. Project funding is as follows:

Fund Title	Fund Source	Dollar Amount
Clean California Local Grant Funds	State General Fund (0001)	
	Budget Item 2660-130-001	
	State Program Code 20.30.010.900	
	FY 2021/22	\$1,250,000.00
	FY2022/23 <sup>1</sup>	\$3,750,000.00
Cash Local Match/ Total of other fund sources (not in-kind contributions)	Agency Provided	\$4,165,000.00
Value of Third-Party In-Kind Contributions	Agency Provided	\$0.00
	<b>Total Project Costs</b>	<b>\$9,165,000.00</b>

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

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for encumbrance.			
Jie Chen		05/03/2022	\$5,000,000.00
Accounting Officer Printed Name	Accounting Officer Signature	Date	Amount Certified

8. This RGA is exempt from the legal review and approval by the Department of General Services, pursuant to Legal Opinions of the Attorney General: 58 Ops. Cal. Atty. Gen. 586 (1975), 63 Ops. Cal. Atty. Gen. 290 (1980), 74 Ops. Cal. Atty. Gen. 10 (1991), and 88 Ops. Cal. Atty. Gen. 56.

9. Notification of Parties

- a. **AGENCY's** Project Manager for Project is Jene Levine Snipes, (510) 307-8132.
- b. **CALTRANS'** Contract Manager is Linda Phoen, (408) 595-4007. "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 Richmond**

Attention: Jene Levine Snipes, Watershed Program Specialist  
 Phone Number: (510) 307-8132  
 Email: jene\_levine-snipes@ci.richmond.ca.us  
 Address: 450 Civic Center Plaza, Richmond, CA 94804



**California Department of Transportation**

District 4, Maintenance

Attention: Linda Phoen, Acting Senior Transportation Engineer

Phone Number: (408) 595-4007

Email: linda.phoen@dot.ca.gov

Address: 111 Grand Ave, Oakland, CA 94612

10. Period of Performance

- a. Reimbursable work under this RGA shall begin no earlier than on May 15, 2022, following the written approval of CALTRANS and AGENCY's receipt of the Notice to Proceed letter of this RGA by CALTRANS. All reimbursable work shall terminate no later than June 30, 2024. Project closeout and final invoicing to **CALTRANS** must be submitted no later than November 1, 2024. Work incurred after June 30, 2024 will not be reimbursed. Payment shall be forfeit for any and all invoicing submitted to **CALTRANS** after November 1, 2024. Notwithstanding the foregoing, Caltrans will reimburse for actual close out costs incurred by **AGENCY** through November 1, 2024 (which, in total, shall not exceed 5% of the grant award).
- b. If requested by the **CALTRANS Contract Manager**, **AGENCY** will attend a kickoff meeting with **CALTRANS** to be scheduled within one (1) week from receipt of Notice to Proceed sent by **CALTRANS**.

11. Changes in Terms/Amendments

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

12. Cost Limitation

- a. The maximum total amount granted and reimbursable to **AGENCY** pursuant to this RGA by **CALTRANS** shall not exceed **\$5,000,000.00**.
- b. It is agreed and understood that the CCLGP funds are limited to the amount granted. **CALTRANS** will only reimburse the cost of services actually incurred in accordance with the provisions of this RGA and as authorized by the **CALTRANS** Contract Manager at or below that fund limitation established herein.

13. Termination

- a. **CALTRANS** reserves the right to terminate this RGA 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. **AGENCY** shall return any unused advance amounts which cannot be supported by eligible expenditure documentation.
- b. This RGA may be terminated by either party for any reason by giving written notice to the other party at least 30 days in advance of the effective date of such termination. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all costs that are expressly allowable, pre-authorized in writing, and non-cancellable, 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 with the terms of this RGA. Failure to submit invoices within this period of time shall result in a waiver by **AGENCY** of its right to reimbursement of expended costs. Costs that are reimbursed and later determined to be ineligible for reimbursement shall be returned by **AGENCY** to **CALTRANS**.

#### 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 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. The certification of FY 2022/23 funds will be contingent upon the passage of the FY 2022/23 Budget. Payment for any work performed that is funded by FY 2022/23 will be delayed if the FY 2022/23 Budget is not signed by June 30, 2022. Pursuant to Government Code (GC), Section 926.10, no late payment penalty shall accrue during any time period for which no Budget Act in effect.
- c. 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

- a. **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) and any standards specified by the source of funds, to enable the determination of incurred costs at interim points of completion, and to provide support for reimbursement payment vouchers or invoices.
- b. 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 Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**). **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, Item 16d**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III–Cost Limitations, Item 11a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel, and other estimated costs and fees set forth in **Attachment III** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY**.

- c. 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.
- d. The **AGENCY** indirect cost rate must be approved in writing by the California Department of Transportation Independent Office of Audits and Investigations or federal cognizant agency before any reimbursement payment is made by **CALTRANS** to **AGENCY** for such cost.
- e. 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.
- f. **AGENCY** shall submit invoices to **CALTRANS** at least quarterly, but no more frequently than monthly, in arrears upon completion of project tasks, milestone and/or deliverables in accordance with the Project Timeline in **Attachment III** to the satisfaction of **CALTRANS** Contract Manager. Invoices shall reference this RGA Number and shall be signed and submitted to **CALTRANS** Contract Manager, as stated in **Section III–Notification of Parties, Item 8c**.
- g. 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 III**, 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, subrecipient and subcontractor invoices.
  - 5) **AGENCY** shall submit written progress reports with each set of invoices to allow **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.
- h. 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.
- i. **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.

- j. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date this RGA expires. **AGENCY** has until November 1, 2024 to make final allowable payments to Project contractors or vendors, and submit the Project's Final Report, as defined in Attachment I and a final 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 contractor.
- k. The final invoice will be paid upon submission by **AGENCY** to **CALTRANS** and acceptance by **CALTRANS** of the Final Delivery Report. Complete final delivery reports and invoices must be submitted to **CALTRANS** by November 1, 2024.

#### 16. 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. Notwithstanding the foregoing, to the extent that in-kind contributions are permitted and identified under this RGA, **Section III–Project Funding, Item 6**, the contributions may be counted as cash only when they are actually received by the **AGENCY** and confirmed by **CALTRANS**. Except where expressly allowed in writing herein, reimbursement of credits for local matching funds and in-kind contributions will be made or allowed only for work performed on and after the initial date of this Agreement and on or before June 30, 2024.
- b. **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 III**. **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 in the Grant Program Guidelines (**Attachment I**); 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.

#### 17. Quarterly Progress Reporting

- a. **AGENCY** shall submit written quarterly progress reports to the **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, in-kind contributors, 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) 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 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. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must have identified 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>
- e. **AGENCY** agrees and shall require that all its agreements with consultants and subrecipients contain provisions requiring adherence to this section in its entirety **except for section c, above**.

#### 19. 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.).

#### 20. Iran Contracting Act

Proposed Contractor must complete and submit to **CALTRANS** the Iran Contracting Act Certification certifying that it is not on the most current DGS list of Entities Prohibited from Contracting with Public Entities in California per the Iran Contracting Act, 2010 (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses>), before the Agreement has been executed, unless Contractor is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If claiming an exemption, the proposed Contractor shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d) before execution of the Agreement.

#### 21. Indemnification

- a. 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 subrecipients, 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'** 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, likeness statutes under California Civil Code §§ 3344 and 3344.1, 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.

- b. **AGENCY** agrees to fully defend, indemnify, and save harmless **CALTRANS** and all of its officers and employees from any and all claims, lawsuits, or legal actions, including reasonable attorneys' fees and legal costs, relating to intellectual property claims arising from or related to the Project and/or any work procured under this RGA, including but not limited to claims based on (1) U.S. federal or state trademark infringement laws, (2) patent infringement laws (3) 17 U.S.C. §§ 101-810 (the Copyright Act of 1976, as modified), (4) 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA"), (5) 17 U.S.C. § 113, (6) California Civil Code § 987 (the California Art Preservation Act), California Civil Code §989, or (7) any other rights arising under U.S. federal or state laws or under the laws of any other country that conveys rights and protections of the same nature as those conveyed under 17 U.S.C. §106A(a) and California Civil Code §987, including intellectual property claims arising from or related to breach of contract, inverse condemnation, conversion, and/or taking of property.

## 22. Nondiscrimination Clause (2 CCR 11105 Clause b)

- a. During the performance of this RGA, the **AGENCY**, its contractors, its subrecipients, 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 Sections 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 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 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 this 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. **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 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 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 subrecipients, 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 this 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 this RGA.

#### 25. INTENTIONALLY DELETED

#### 26. 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 the **CALTRANS** Contract Manager unless expressly included (subrecipient identified) in **Attachment III** as 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 applicable provisions of the State Contracting Manual (SCM), Chapter 5, which are not inconsistent with this **Item 23, Third Party Contracts**. The SCM can be found and the following link: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- 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** subrecipients, contractors, or subcontractors, and the **AGENCY** shall be fully responsible for all work performed by its subrecipients, contractors, or subcontractors.
- e. Prior authorization in writing by the **CALTRANS** Contract Manager shall be required before **AGENCY** enters into any non-budgeted sub-agreement. **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, Item 14(e)(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 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, Item 14c, above**.

#### 27. 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 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 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 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 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.

#### 28. 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 that of an independent party.

#### 29. 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 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).

### 30. **CALTRANS**' Use of "Before" and "After" Project Photographs

- a. **AGENCY** acknowledges it provided a "Before" photograph of the Project with the **AGENCY**'s application for the Clean California Local Grant Program. **AGENCY** acknowledges and agrees it must provide an "After" photograph of the Project as part of the close out reporting process.
- b. **AGENCY** warrants it is the copyright owner of the "Before" and "After" Project photographs.
- c. Neither the "Before" nor "After" Project photographs shall include the faces of any individuals.
- d. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the "Before" and "After" Project photographs, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
- e. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

31. Limited Grant of Rights to **CALTRANS** for Use of Educational Programming (“educational programming”) Created or Produced for Project and Visual Art Located Outside of State Right-of-Way (“**Artwork**”) Created or Produced for Project

a. Educational programming:

- i. **AGENCY** shall obtain from any and all copyright owner(s) of educational programming a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this RGA.
- ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
- iii. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.
- iv. To the extent any logos, including trademarks or service marks, belonging to third parties and/or the **AGENCY** are used on educational programming created or produced for Project under this RGA, **AGENCY** agrees to obtain and grant all necessary rights for **CALTRANS** to use and allow agents of **CALTRANS** to use the logos in connection with use of the educational programming for non-commercial purposes or State government purposes. This includes but is not limited to reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education and exhibition catalogues or other similar publication. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

b. **Artwork**:

- i. **AGENCY** shall obtain from the artist(s), or any other copyright owner(s) of **Artwork**, a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this

RGA.

- ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
- iii. **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

### 32. Government Purpose Rights for Inventions

- a. Inventions are 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 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. **CALTRANS** will have Government Purpose Rights to any inventions created as a result of the Project. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose any said invention. "Government Purpose Rights" also include the right to release or disclose said invention(s) outside **CALTRANS** for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the invention(s) for any State government purpose. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the invention(s) for any commercial purpose.

### 33. Additional Intellectual Property Provisions

- a. To the extent any intellectual property is created or produced for Project under this RGA, and not covered in other provisions of this RGA, **AGENCY** agrees to take reasonable steps to ensure that **CALTRANS** has the rights necessary to allow for use of the intellectual property in a fashion substantially similar to other rights for non-commercial uses and State government purposes described in this RGA.
- b. If additional uses are reasonably determined to be needed by **CALTRANS** for public outreach purposes, **AGENCY** will obtain rights and grant **CALTRANS** and its agents said additional rights for use of the "Before" and "After" Project photos, **Artwork** created or produced for Project under this RGA, and educational programming created or produced for Project under this RGA. The grant will be an irrevocable, non-exclusive, perpetual, royalty-free, sublicensable, unlimited, worldwide license.
- c. When requested to so do by **AGENCY**, all reproductions and/or copies by **CALTRANS** of "Before" or "After" Project photographs, educational programming, and **Artwork** shall contain a credit to the Artist/ Copyright owner(s) and a copyright notice in substantially the following form: © [Artist/Copyright owner's name, date of publication]. **AGENCY** bears sole responsibility to

promptly notify **CALTRANS**, in writing, about instances where such accreditation is requested and provide the Artist/ Copyright owner's name and date of publication. **CALTRANS** will make reasonable efforts to affix the copyright notice in a timely manner.

- d. Required disclaimer language for educational programming and **Artwork** created or produced for Project under this RGA.
  - i. Educational programming: **AGENCY** must place a disclaimer statement in a conspicuous manner on the educational programming created or produced for Project under this RGA a disclaimer that states the content of the educational programming does not reflect the official views or policies of **CALTRANS**. The educational programming does not constitute a standard, specification, or regulation.
  - ii. **Artwork**: **AGENCY** must place a disclaimer statement in a conspicuous manner on or in close proximity to the **Artwork** created or produced for Project under this RGA a disclaimer statement that the contents of the artwork do not reflect the official views or policies of **CALTRANS**.
- e. Avoidance of Infringement: In performing work under this RGA, **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 RGA, **AGENCY** or its employees shall immediately notify **CALTRANS** in writing.
- f. **Contractors, Subcontractors, and Subrecipients**: Through contract with its sub-recipients, 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 paragraphs 31-33 of this RGA. 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 **CALTRANS** in writing.

#### 34. Visual Art Located on California State Right-of-Way

**AGENCY** agrees if Project involves visual art located on California State right-of-way, Project must be submitted and adhere to **CALTRANS'** most current Transportation Art Proposal process, policies, guidelines, and requirements. Information regarding **CALTRANS'** Transportation Art program can be found at <https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-j-transportation-art>. **AGENCY** bears sole responsibility for ensuring that any Project will be timely submitted through **CALTRANS'** Transportation Art Proposal process, approved, and installed prior to any deadlines as required by this RGA.

- a. **AGENCY** acknowledges that funds provided by **CALTRANS** under this RGA shall not be used for maintenance outside of the project time limits as provided in this RGA.
- b. **AGENCY** acknowledges that the **CALTRANS'** Transportation Art Proposal process requires, among other things, **CALTRANS** ownership of any tangible visual final artwork, an unlimited, irrevocable copyright assignment to **CALTRANS** of the final artwork, and waiver of moral rights under California Civil Code § 987 (the California Art Preservation Act) and 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA") of the final artwork.

- c. **AGENCY** acknowledges that any submittal to the **CALTRANS**' Transportation Art Proposal process includes restrictions on the type of work that can be located on California State right-of-way.

### 35. 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 Agreement, Contractor hereby assumes all risks of the consequences of exposure of Contractor's employees, agents, 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, 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 of 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.

### 36. 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

### 37. Project Close Out/Closeout Report

- a. **AGENCY** will provide a final close out report to the **CALTRANS** Contract Manager no later than November 1, 2024.  
**CALTRANS** reserves the right to inspect the project location prior to approving the final invoice and closeout report.
- b. **CALTRANS** reserves the right to withhold final payment to **AGENCY** pending receipt and approval of the final closeout report by the **CALTRANS** Contract Manager.
- c. Payments shall be forfeit if invoices are submitted after November 1, 2024.

38. ADA Compliance

All entities that provide electronic or information technology or related services that will be posted online by **CALTRANS** must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

39. Prevailing Wages and Labor Code Compliance

**AGENCY** shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing regulations for any public works or maintenance contracts and subcontracts executed for the **AGENCY**'s work on or for the Project.

40. In the event of any inconsistency between the provisions which constitute this RGA, the following order of precedence shall apply:

- I. This Restricted Grant Agreement (as amended);
- II. The **CALTRANS** Local Grant Program Guidelines;
- III. Approved Indirect Cost Rate (if applicable);
- IV. Approved Grant Application (as amended); and
- V. **AGENCY** Resolution.

41. Survival

**AGENCY**'s representations, the indemnification provisions in paragraph 21, intellectual property provisions in paragraphs 30, 31, 32, and 33, and all other provisions which by their inherent character establish ongoing obligations shall remain in full force and effect, regardless of any expiration and/or termination of this RGA.

42. Sanctions

No agreements under this RGA shall be made with individuals and/or entities that are determined to be a target of sanctions by the State of California while such sanctions are in effect.

**Section IV**

**Attachments:**

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

- I. Grant Program Guidelines
- II. Approved Indirect Cost Rate (if applicable)
- III. Approved Grant Application and Amendment(s) to Grant Application (if applicable)
- IV. **AGENCY** Resolution

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 RICHMOND**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Gretchen Chavez

Printed Name: \_\_\_\_\_

Joe Leach

Title: \_\_\_\_\_

Office Chief  
Clean California Local Grant Program  
Division of Local Assistance

Title: \_\_\_\_\_

Public Works Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



For the Contract between the City of  
Richmond and

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**EXHIBIT F**  
**INSURANCE PROVISIONS**

During the entire term of this Contract and any extension or modification thereof, the CONTRACTOR shall keep in effect insurance policies meeting the insurance requirements specified in the insurance provisions which are attached hereto and incorporated herein by this reference.

**City of Richmond Insurance Requirements – Type 5:  
Vendors, Suppliers, Small Grant Recipients & Nonprofit  
Organizations**

In all instances where CONTRACTOR or its representatives will be conducting business and/or providing services to the City of Richmond (City), or will be awarded City of Richmond (City) funds to provide programs or services, the City requires the following MINIMUM insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, or subcontractors. **Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.**

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General Liability insurance, CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General Liability insurance to either CONTRACTOR or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance.

Original, signed certificates and original, separate policy endorsements, naming the City as an additional insured for general liability, as well as a waiver of subrogation for Workers' Compensation insurance, shall be received and approved by the City before any work may begin. However, failure to do so shall not operate as a waiver of these insurance requirements.

City reserves the right to modify or require additional coverages for specific risk exposures depending on scope of CONTRACTORS work.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of CONTRACTOR.

**Minimum Scope of Insurance** – the following forms shall be provided and coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001)
2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto)
3. Original and Separate Additional Insured Endorsements for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
4. Workers' Compensation insurance as required by the State of California including Employer's Liability (for CONTRACTOR's with employees);
5. Original and Separate Waiver of Subrogation for Workers' Compensation Insurance.
6. Fidelity Bond/Crime Coverage – in an amount stipulated by City depending upon scope of contract.

Required Coverage	Minimum Limits
Workers' Compensation and Employers' Liability	Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If contractor is a sole proprietor (has no employees) than contractor must sign "Contractor Release of Liability" located at: <a href="http://www.ci.richmond.ca.us/index.aspx?nid=61">http://www.ci.richmond.ca.us/index.aspx?nid=61</a> .
General Liability <i>(primary and excess limits combined)</i>	<b>\$1,000,000</b> per occurrence for bodily injury, personal injury and property damage. If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the <b>minimum required aggregate limit shall be twice the per occurrence limit (\$4 million aggregate)</b> .  Policy shall also include coverage for liability arising out of the use and operation of any City-owned or City-furnished equipment used or operated by the CONTRACTOR, its personnel, agents or subcontractors.  Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.

**City of Richmond Insurance Requirements – Type 5:  
Vendors, Suppliers, Small Grant Recipients & Nonprofit  
Organizations**

Automobile Liability (If auto is used.)	<b>\$1,000,000</b> per occurrence for bodily injury and property damage.
Fidelity Bond/Crime Coverage <i>(Applies if receiving City funds.)</i>	In an amount stipulated by City depending upon the scope of Contract. <i>(Usually based upon the amount of money the Contractor is handling that could be embezzled over a period of time.)</i>

Required Policy Conditions	
Additional Insured Endorsement	<p>Applicable to General Liability Coverage.</p> <p>The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured including bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract.</p> <p><b>ISO form CG 20 10 (11/85) or its equivalent is required. The endorsement <u>must not</u> exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required.</b></p> <p>SAMPLE ENDORSEMENT can be found at: <a href="http://www.ci.richmond.ca.us/index.aspx?nid=61">http://www.ci.richmond.ca.us/index.aspx?nid=61</a>.</p>
Waiver of Subrogation Endorsement Form	<p>Contractor's insurer will provide a Waiver of Subrogation in favor of the City for Workers' Compensation Insurance providing coverage during the life of this contract.</p> <p>SAMPLE ENDORSEMENT can be found at <a href="http://www.ci.richmond.ca.us/index.aspx?nid=61">http://www.ci.richmond.ca.us/index.aspx?nid=61</a>.</p>
Primary and Noncontributory	The contractor's insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance.
A. M. Best Rating	A:VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City.
Deductibles and Self-Insured Retentions	<p>Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the contractor shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses.</p> <p>Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss.</p>

**Umbrella/Excess Liability Policies**

If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverages and cover those insured in the underlying policies.

<p style="text-align: center;"><b>City of Richmond Insurance Requirements – Type 5: Vendors, Suppliers, Small Grant Recipients &amp; Nonprofit Organizations</b></p>
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**Subcontractors**

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

CONTRACTOR agrees to defend and indemnify the City of Richmond for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONTRACTOR, and/or CONTRACTOR's subcontractors, will not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CITY from CONTRACTOR or any third party will not be limited by the amount of the required insurance coverage.

**Verification of Coverage**

All original certificates and endorsements shall be received and approved by the City **before work may begin**. The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

**Original insurance certificates and required policy endorsements shall be mailed or delivered to the Designated Project Manager for the City of Richmond.**

Insurance certificates and endorsements may be faxed to the Designated Project Manager. However, Contractor must mail the original certificates and endorsements to Designated Project Manager once faxed.

**Continuous Coverage**

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.**

**Cancellation**

CONTRACTOR shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to the City.

**Reporting Requirements**

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

**Consistent with Public Policy**

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.