

**Cooperative Agreement  
between the  
Ventura County Transportation Commission  
and the  
National Park Service  
United States Department of the Interior  
for the  
U.S. 101 Conejo Pass Area Wildlife Tracking Study**

**Cooperative Agreement**  
**Between the Ventura County Transportation Commission**  
**and the National Park Service**  
**(U.S. 101 Conejo Pass Area Wildlife Tracking Study)**

**Section 1**

**Recitals and Scope of Work**

**1. Recitals**

- A. The Ventura County Transportation Commission (VCTC) received a Caltrans Sustainable Communities Grant for Fiscal Year 2022-23 for the U.S. 101 Conejo Pass Area Wildlife Tracking Study.
- B. The work under this project will be performed by the National Park Service (NPS) staff of the Santa Monica Mountains National Recreation Area (SMMNRA) as a subrecipient of the grant award received by VCTC.
- C. The project is necessary to evaluate current wildlife connectivity and make recommendations for maintaining and improving connectivity throughout this critical region.

**2. Scope of Work**

- A. The work to be performed under this Agreement (hereinafter referred to as the Work) shall be in accordance with the Sustainable Communities Grants (State-SB 1) Restricted Grant Agreement, Agreement Number 74A1392 (hereinafter Restricted Grant Agreement), included as Attachment 1 and the Statement of Work, included as Attachment 2. The Restricted Grant Agreement, Scope of Work, and Grant Application Guide Sustainable Communities and Strategic Partnerships for Fiscal Year 2022-23 are attached hereto and incorporated by reference.
- B. National Park Service (hereinafter referred to as Subrecipient or NPS) agrees to provide Wildlife Tracking Study for the U.S. 101 Conejo Pass Area to the VCTC, as described herein and in the Restricted Grant Agreement.
- C. Funds shall only be used for the purpose set forth in the Restricted Grant Agreement. All services performed by Subrecipient pursuant to this Agreement shall be performed in accordance with California Senate Bill No. 1 (SB-1) (Chapter 5, Statutes of 2017), also known as the Road Repair and Accountability Act of 2017, including, but not limited to, Government Code Section 14460(a)(1), as well as all applicable Federal, State, and Local laws, regulations, and ordinances, all applicable Caltrans policies and procedures, and all applicable Caltrans published manuals, including, but not limited to, the applicable Grant Application Guide, included in the Restricted Grant Agreement. 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.”

- D. In case of conflict between any applicable Federal, State, and Local laws, regulations, and ordinances, and/or any applicable policies, procedures, or published manuals of either Caltrans or VCTC, the order of precedence of the applicability of same to this Agreement shall be established in this order: 1) Federal laws and regulations; 2) California laws and regulations; 3) Caltrans policies, procedures, and published manuals; 4) Local ordinances; and 5) VCTC policies, procedures, and published manuals.
- E. Subcontracting is not permitted under this Agreement. All references to subcontracting or Subcontractors as found herein are not applicable to this Agreement.
- F. The Work shall be performed along U.S. Highway 101 in the Conejo Pass area as further described in Attachment 1.
- G. This Agreement will commence upon the written approval by both VCTC and NPS, and no work shall begin prior to November 1, 2022. The Subrecipient shall not receive payment for work performed prior to November 1, 2022 and before receipt of notice to proceed by the VCTC Contract Manager. This Agreement shall expire on **February 28, 2025**. The Work shall be provided during working hours, Monday through Friday, except holidays.
- H. The parties may amend this Agreement by mutual written agreement of the parties. Any proposed modification requires a formal amendment.
- I. Any personnel that have been identified in the Restricted Grant Agreement, whether by name or title, may be replaced only if approved in advance, in writing, by the Contract Manager without the necessity of an Amendment. All personnel replaced by the Subrecipient must possess qualifications that equal or exceed the qualifications of the replaced personnel without any increase to rates as stated in Attachment 1. All replacement personnel must provide the VCTC Contract Manager with a resume.
- J. All inquiries during the term of this Agreement will be directed to the project representatives listed below:

Ventura County Transportation Commission	Subrecipient: National Park Service, United States Department of the Interior
Section/Unit: Department of Planning and Sustainability	Section/Unit: Santa Monica Mountains National Recreation Area
Project Manager: Amanda Fagan	Project Manager: David Syzmanski
Address:	Address:
751 E. Daily Dr., Suite 420 Camarillo, CA 93010	401 West Hillcrest Dr. Thousand Oaks, CA 91360
Phone: 805-642-1591 ext. 103	Phone: 805-370-2342
Email: afagan@goventura.org	Email: David_Szymanski@nps.gov

- K. Detailed description of work to be performed and duties of all parties:

Subrecipient agrees to perform the Work for VCTC, as described in **Attachments 1**.

## Section 2

### Budget Detail and Payment Provisions

#### **1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon approval of services by the VCTC Contract Manager, and upon receipt and approval of the invoices, VCTC agrees to compensate Subrecipient for actual expenditures incurred in accordance with the rates in Attachment 1. Incomplete or disputed invoices shall be returned to the Subrecipient, unpaid, for correction.
- B. Invoices shall be submitted at least quarterly, but no more frequently than monthly. Invoices shall be itemized per Attachment 1, and shall include the Agreement Number, dates of services, other direct expenses and any other applicable items from Attachment 1 and shall be submitted not more frequently than monthly in arrears to:  

Ventura County Transportation Commission  
Attention: Amanda Fagan  
751 E. Daily Dr., Suite 420  
Camarillo, CA 93010
- C. Invoices shall be itemized in accordance with the Cost Proposal, in Attachment 1, and include supporting documentation for materials, supplies, and equipment.
- D. Subrecipient shall contribute not less than its specified local match amount toward the Work described herein by the grant expiration date. Subrecipient can provide less than their percentage local match contribution in each invoice submittal, but Subrecipient must fully satisfy the local cash and in-kind match amount and percentage identified in Section 4, below, with the final invoice. If Subrecipient fails to provide the contractual local match identified in Section 4, it is grounds for contract termination as identified in Section 3. The accounting system of Subrecipient 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.
- 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 Subrecipient 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/>.

#### **2. Budget Contingency Clause**

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.

- B. This Agreement is valid and enforceable only if sufficient funds are made available to VCTC by Caltrans for the purpose of the Work. This Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the Work, this Agreement shall be amended to reflect any reduction in funds.
- D. Pursuant to Government Code Section 927.13, no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a federally mandated program or that is directly dependent upon the receipt of federal funds by a state agency.
- E. VCTC has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

### 3. Rates

Rates for the Work may be found in **Attachment 1** of this document.

### 4. Allowable Costs and Payments

- A. The method of payment for this Agreement will be based on actual costs incurred by the Subrecipient. VCTC will reimburse the Subrecipient for actual costs (including labor costs, employee benefits, travel, overhead and other direct costs) incurred by the Subrecipient in performance of the Work. Actual costs shall not exceed the estimated wage rates and other estimated costs set forth in the Subrecipient's cost proposal, included as Attachment 1, without prior written Agreement between VCTC and the Subrecipient.
- B. Transportation and subsistence costs shall not exceed rates authorized to be paid non-represented State employees under current California Department of Human Resources (CalHR) rules.
- C. The Subrecipient shall not commence performance of work or services until this Agreement has been approved by VCTC and the VCTC Project Manager has issued the Notice to Proceed. No payment will be made prior to approval nor any work performed prior to approval of this Agreement.

The total amount payable by VCTC shall not exceed **three-hundred twenty-six thousand eight-hundred and ninety dollars (\$326,890)**. It is agreed and understood that this Agreement fund limit is an estimate and that VCTC will only reimburse the cost of services actually rendered in accordance with the provisions of this Agreement and as authorized by the VCTC Contract Manager at or below the amount payable established herein.

### 5. Cost Principles

- A. The Subrecipient agrees that the Contract Cost Principles and Procedures in 48 CFR, Part 31, and the Uniform Administrative Requirements, Cost Principles, and Audit

Requirements for Federal Awards, in 2 CFR Part 200, shall be used to determine the allowable individual items of cost.

- B. Subrecipient agrees that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project costs and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Subrecipient 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 costs for which payment has been made to the Subrecipient that are dominated by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200, are subject to repayment by Subrecipient to VCTC.

## **6. Excise Tax**

The State of California is exempt from Federal excise taxes, and no payment will be made for any taxes levied on employees' wages. Subrecipient will pay for any applicable State or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. Subrecipient may pay any applicable sales and use tax imposed by another state.

## **7. Materials/Supplies**

The Subrecipient will be reimbursed for the actual cost of materials/supplies purchased to be consumed or installed at the work site in performance of the Agreement (including applicable sales tax), without additional allowance for markup. Subrecipient costs associated with the purchase and installation of materials/supplies are considered as a component of the Subrecipient's hourly rate for services that include wages, overhead, general and administrative expenses and profit. Costs of materials/supplies are to be substantiated by a copy of the appropriately signed invoice verifying the actual cost and delivery of the replaced components to VCTC. Total expenditures for materials/supplies shall not exceed the amount set forth in the line item for parts in Attachment 1.

## **8. Equipment Purchase (By Subrecipient)**

- A. Prior authorization in writing by the VCTC Project Manager shall be required before the Subrecipient enters into any non-budgeted purchase order or subcontract exceeding \$500 for supplies, equipment, or consultant services. The Subrecipient shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, services, or consulting work not covered in the Cost Proposal and exceeding \$500, with prior authorization by the VCTC Project Manager, three competitive quotations must be submitted with the request or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this Agreement is subject to the following: The Subrecipient shall maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of this

Agreement. The inventory record of each piece of such equipment shall include the date acquired, total cost, serial number, model identification (on purchased equipment), and any other information or description necessary to identify said equipment. Non-expendable equipment so inventoried are those items of equipment that have a normal life expectancy of one year or more and an approximate unit price of \$5,000 or more. In addition, theft-sensitive items of equipment costing less than \$5,000 shall be inventoried. A copy of the inventory record must be submitted to VCTC upon request.

- D. Any equipment purchased by the Subrecipient will be returned to VCTC at the end of this Agreement unless used under a subsequent Agreement between the parties or research project funded by VCTC. Both VCTC and the Subrecipient agree to comply with VCTC's contracting policy, State Contracting Manual (SCM) Section 5, the Local Assistance Procedures Manual, Chapter 10, and the terms of VCTC's agreement with Caltrans, included in Attachment 1. All documentation of third-party contract procurements must be retained and copies of all agreements will be submitted to Caltrans.
  
- E. Equipment (as defined in 2 CFR Part 200.33) purchases must remain under \$5,000 or depreciation will need to be taken in to account when the grant project is completed since equipment could have future uses. 2 CFR Part 200.436 provides the criteria for depreciation. 2 CFR Part 200.313 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

### Section 3

#### Special Terms and Conditions

##### **1. Termination**

- A. VCTC reserves the right to terminate this Agreement for any or no reason upon written notice to Subrecipient at least 30 days in advance of the effective date of such termination in the event VCTC determines (at its sole discretion) that Subrecipient failed to proceed with the Work in accordance with the terms of this Agreement. In the event of termination for convenience, VCTC will reimburse Subrecipient for all allowable, authorized, and non-cancelled costs up to the date of termination.
- B. This Agreement may be terminated by either party for any or no reason by giving written notice to the other party at least thirty (30) days in advance of the effective date of such termination. In the event of termination for convenience, VCTC will reimburse Subrecipient for all allowable, authorized, and non-cancelled costs up to the date of termination.
- C. Subrecipient has 30 days after the Termination Date to submit accurate invoices to VCTC to make final allowable payments for the Work costs in accordance to the terms of this Agreement. Failure to submit accurate invoices within this period of time shall result in a waiver by Subrecipient of its right to reimbursement of expended costs.

##### **2. Non-Solicitation**

Subrecipient warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or contracted by Subrecipient for the purpose of securing business. For breach or violation of this warranty, VCTC shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the Work actually performed, or in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

##### **3. Subcontractors**

The Subrecipient shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted.

##### **4. Subrecipient's Reports and/or Meetings**

- A. Subrecipient shall submit progress reports quarterly to allow the Contract Manager to determine if Subrecipient is performing to expectations or is on schedule, to provide communication of interim findings and to afford occasions for airing difficulties or special problems encountered so that remedies can be developed.
- B. Subrecipient shall meet with the Contract Manager as needed to discuss progress on the Agreement.
- C. Prior to completion of the Agreement, Subrecipient shall hold a final meeting with the Contract Manager to present findings, conclusions and recommendations and shall submit a comprehensive final report on the project.
- D. Any document or written report prepared as a requirement of this Subrecipient shall



contain, in a separate section preceding the main body of the document, a list of all Contracts and subcontracts (including dollar amounts) relating to the preparation of those documents or reports if the combined costs for work by non-employees of the Subrecipient exceed \$5,000.

## **5. Ownership and Publication**

- A. Other than as provided in Section 4, subsections 3 through 6, the Subrecipient shall not copyright any deliverable(s) developed and funded under this Agreement.
- B. The Subrecipient acknowledges that all Work Product, as defined in Attachment 1, shall be the sole and exclusive property of Caltrans and VCTC, except that any Pre-existing Works created by VCTC and Subrecipient but utilized in connection with the Restricted Grant Agreement (the "Pre-existing Works") shall continue to be owned by VCTC and Subrecipient. Subrecipient shall notify VCTC in writing of any Pre-existing Works used in connection with any Work Product produced under this Agreement and hereby grants to Caltrans a non-exclusive, irrevocable, worldwide, perpetual, royalty-free license to utilize the Pre-existing Works in connection with the Work Product.
- C. The Subrecipient shall conform to all requirements under Section 33 of the Restricted Grant Agreement., including but not limited to Ownership of Work Product and Rights, Inventions, Avoidance of Infringement, Pre-existing Works and License, Ownership of Data.
- D. The Subrecipient agrees to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If Subrecipient becomes aware of any such possible infringement in the course of performing any Work under this Agreement, Subrecipient shall immediately notify the VCTC in writing, and VCTC will then immediately notify Caltrans in writing. Upon completion of all Work under this Agreement, all intellectual property rights, ownership, and title to all reports, documents, plans, specifications, and estimates, produced as part of this Agreement will automatically be vested in Caltrans and VCTC and no further agreement will be necessary to transfer ownership to Caltrans and VCTC. The Subrecipient shall furnish Caltrans all necessary copies of data needed to complete the review and approval process.
- E. It is understood and agreed that all calculations, drawings, and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the Project for which this Agreement has been entered into.
- F. VCTC and the Subrecipient are not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by Caltrans of the machine-readable information and data provided by the Subrecipient or VCTC, under this Agreement; further, the Subrecipient and VCTC are not liable for claims, liabilities, or losses arising out of, or connected with, any use by Caltrans of the Project documentation on other projects, for additions to this Project, or for the completion of this project by others, excepting only such use as may be authorized, in writing, by the Subrecipient or VCTC.
- G. The Subrecipient shall have the right to publish any and all information, conclusions and developments (except that which is designated as CONFIDENTIAL by VCTC) resulting from the Work conducted under this Agreement.
- H. Any publication by Subrecipient shall give proper credit to VCTC and Caltrans in accordance with Section 33 of the Restricted Grant Agreement.
- I. All publications shall bear an appropriate inscription acknowledging VCTC and Caltrans' copyright ownership to the Work and Deliverable(s) (including but not limited to, all

reports, design materials, advertisements, training materials, writings, articles, computer programs, inventions and any documentation related to the Agreement) consisting of a “c” in a circle followed by the four-digit year in which the Work or Deliverable was produced, followed by the words “California Department of Transportation and Ventura County Transportation Commission. All rights reserved.”

- J. The Subrecipient shall submit to the VCTC Contract Manager any materials released for publication simultaneously with submission to the publisher for the purpose of comment and review by VCTC with respect to the presence of patentable, confidential and/or proprietary subject matter within the materials released for publication.
- K. The Subrecipient agrees to keep confidential, any proprietary information supplied to it by Caltrans or VCTC during the course of the Agreement and designated in writing as “CONFIDENTIAL”. Such information will not be included in any published material without the prior written approval of the parties.
- L. All publications shall contain the following disclaimer in a separate section preceding the main body of the document: “The contents of this report reflect the views of the author who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the State of California or the Ventura County Transportation Commission. This publication does not constitute a standard, specification or regulation.”

## **6. Confidentiality of Data**

- A. All financial, statistical, personal, technical, or other data and information relative to the VCTC or Caltrans’ operations, which is designated confidential by VCTC or Caltrans and made available to the Subrecipient in order to carry out this Agreement, shall be protected by Subrecipient from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion or public hearing held by VCTC or Caltrans relating to this Agreement shall not authorize Subrecipient to further disclose such information or disseminate the same on any other occasion.
- C. Subrecipient shall not comment publicly to the press or any other media regarding this Agreement or VCTC or Caltrans’ actions on the same, except to the VCTC’s or Caltrans’ staff, Subrecipient’s own personnel involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative committee.
- D. Subrecipient shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this Agreement without prior review of the contents thereof by VCTC and receipt of VCTC’s written permission.
- E. All information related to construction estimates are confidential and shall not be disclosed by Subrecipient to any entity, other than VCTC and Caltrans.

## **7. State-Owned Data–Integrity and Security**

- A. Subrecipient shall 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:
  - a. 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.

- b. 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.
  - c. Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
  - d. 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.
  - e. Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
  - f. Notify the VCTC 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.
  - g. 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. Subrecipient shall use the State-owned data only for State purposes under this Agreement.
- C. Subrecipient shall 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).

## **8. Disadvantaged Business Enterprise (DBE) Assurances**

- A. The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT) assisted contract or in the administration of its DBE Program or the requirements of 49 CFR, Part 26. The Subrecipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. VCTC's DBE Program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this Agreement, and is included as Attachment 3. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification by the applicable USDOT agency to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under 49 CFR Part 26. They may also, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq).
- B. Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Subrecipient shall carry out applicable requirements of 49 CFR, Part 26, in the award and administration of USDOT Federally-assisted contracts. Failure by Subrecipient to carry out these requirements is a material breach of this contract, which may result in the termination of the contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to: 1) Withholding monthly progress payments 2) Assessing sanctions 3) Liquidated damages 4) Disqualifying the Subrecipient from future bidding as non-responsible.

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

## 9. Title VI Assurances

### A. Assurances

During the performance of this Agreement, the Subrecipient, for itself, its assignees and successors in interest, agrees as follows:

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

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

#### 3) Information and Reports:

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

4) Sanctions for Noncompliance: In the event of Subrecipient's noncompliance with the nondiscrimination provisions of this Agreement, VCTC will impose such Agreement sanctions as VCTC, Caltrans, or the FHWA may determine to be appropriate, including, but not limited to:

- a) Withholding of payments to Subrecipient under the Agreement until Subrecipient complies, and/or
- b) Cancelling, terminating, or suspending an Agreement, in whole or in part.

### B. Pertinent Non-Discrimination Authorities

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

- 1) Title VI of the Civil Rights Act of 1964 (42 USC Sections 2000d et seq., 78 Stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- 2) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970

(42 USC Section 4601) prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

3) Federal-Aid Highway Act of 1973 (23 USC Sections 324 et seq.) prohibits discrimination on the basis of sex);

4) Section 504 of the Rehabilitation Act of 1973 (29 USC Sections 794 et seq.), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27;

5) The Age Discrimination Act of 1975, as amended, (42 USC Sections 6101 et seq.) prohibits discrimination on the basis of age);

6) Airport and Airway Improvement Act of 1982 (49 USC Sections 471 and 47123), as amended, prohibits discrimination based on race, creed, color, national origin, or sex;

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

8) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC Sections 12131-12189) as implemented by Department of Transportation regulations 49 CFR Parts 37 and 38;

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

10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-income Populations, which on minority and low-income populations requires each Federal agency to conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures that such programs, policies, and activities do not have the effect of excluding persons (including populations) from participation in, denying persons (including populations) the benefits of, or subjecting persons (including populations) to discrimination under, such programs, policies, and activities, because of their race, color, or national origin, and requires each Federal agency to make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities

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

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

## **10. Federal Lobbying Activities Certification**

A. The Subrecipient certifies, to the best of his or her knowledge and belief, that:

No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or

employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal Agreement, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal Agreement, Grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities", in accordance with its instructions, and included as Attachment 4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- B. The Subrecipient also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such Subcontractors shall certify and disclose accordingly.

#### **11. Retention of Records/Audits**

- A. Subrecipient 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. For the purpose of determining compliance with Government Code Section 8546.7, Subrecipient shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including, but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement. The State, the State Auditor, Federal Highway Administration (FHWA), or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of Contractor that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- C. Subrecipient will permit access to VCTC and Caltrans 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 Agreement.

#### **12. Rebates, Kickbacks, and Other Unlawful Consideration**

The Subrecipient warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any State agency employee. For breach or violation of this warranty, the State shall have the right, in its discretion, to terminate the Agreement without liability, to pay only for the value of work performed, or to deduct from the Agreement price or otherwise recover the full amount of

each rebate, kickback or other unlawful consideration.

### **13. Prohibition from Bidding**

This Agreement is subject to the provisions of Public Contract Code Section 10365.5, which states: "No contractor who has been awarded a consulting services Agreement may submit a bid for, nor be awarded an Agreement for, the provision of services, goods and supplies, or any other related action which is required, suggested or otherwise deemed appropriate in the end product of the original consulting services Agreement."

### **14. Subrecipient's Rights and Obligations**

The Subrecipient is advised that the provisions of Public Contract Code Sections 10335 through 10381 pertaining to the duties, obligations, and rights of a consultant service Contractor are applicable to this Agreement.

### **15. Audit Review Procedures**

- A. Subrecipient agrees, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project costs and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Subrecipient 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.
- B. When conducting an audit of the costs claimed by Subrecipient under the provisions of this Agreement, VCTC or Caltrans will conduct the audit in accordance with applicable laws and regulations.
- C. Neither the pendency of a dispute nor its consideration by Caltrans will excuse Subrecipient from full and timely performance, in accordance with the terms of this Agreement.

### **16. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards**

In addition to, and not a limitation of, Subrecipient's indemnification obligations contained elsewhere in this Agreement, Subrecipient hereby assumes all risks of the consequences of exposure of Subrecipient'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. Subrecipient also agrees to take all appropriate safety precautions to prevent any such exposure to Subrecipient'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. Subrecipient also agrees to indemnify and hold harmless VCTC, 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, Subrecipient also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of VCTC, Caltrans, the State of California, and/or any of their officers, agents and/or employees.

## **17. ADA Compliance**

A. All entities that provide electronic or information technology or related services that will be posted online by Caltrans or VCTC 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.

B. By signing this Agreement, Subrecipient assures VCTC that in the course of performing the 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.).

## **18. Force Majeure**

Neither party shall be liable to the other for any delay in, or failure of, performance, nor shall any such delay in, or failure of, performance constitute default, if such delay or failure is (directly or indirectly) caused by "Force Majeure" without the fault, intentional act, or negligence of the Subrecipient. As used in this section, "Force Majeure" shall include, but shall not be limited to, acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, interruption in service by a regulated utility, or governmental statutes or regulations superimposed after the fact.

## **19. Electronic Signatures**

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

## **21. Indemnification**

Neither VCTC, 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 Subrecipient, its officers, employees, agents, contractors, or subcontractors, under or in connection with any work, authority, or jurisdiction conferred upon Subrecipient under this Agreement. It is understood and agreed that Subrecipient shall fully defend, indemnify, and save harmless, Caltrans, VCTC and all officers and employees of both agencies from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by Subrecipient, its officers, employees, agents, contractors, or subcontractors under this Agreement.

## **22. Drug-Free Workplace Certification**

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



- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
- B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all the following:
  - 1) The dangers of drug abuse in the workplace;
  - 2) The person's or organization's policy of maintaining a Drug-Free workplace;
  - 3) Any available counseling, rehabilitation, and employee assistance programs; and
  - 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; and
  - 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 Agreement or termination of this Agreement or both.

### **23. Mandatory Organic Waste Recycling**

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if Subrecipient generates two (2) cubic yards or more of organic waste or commercial solid waste per week, Subrecipient shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Subrecipient 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 VCTC Contract Manager.

### **24. 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.

## Section 4

### Additional Provisions

#### **1. General Provisions Required in all Insurance Policies**

- A. Deductible: Subrecipient is responsible for any deductible or self-insured retention contained within the insurance program.
- B. Coverage Term: Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by the Contract Manager at least 10 days prior to the expiration of the insurance. Any new insurance must continue to comply with the original terms of this Agreement.
- C. Policy Cancellation or Termination and Notice of Non-Renewal: Subrecipient shall provide, to the VCTC Contract Manager within five (5) business days, following receipt by Subrecipient, a copy of any cancellation or non-renewal of insurance required by this Agreement. In the event Subrecipient fails to keep, in effect at all times, the specified insurance coverage, VCTC may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.
- D. Primary Clause: Any required insurance contained in this Agreement shall be primary, and not excess or contributory, to any other insurance carried by the State.
- E. Inadequate Insurance: Inadequate or lack of insurance does not negate the Contractor's obligations under this Agreement.
- F. Endorsements: Any required endorsements requested by VCTC must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- G. Insurance Carrier Required Rating: All insurance companies must carry a rating acceptable to the DGS, Office of Risk and Insurance Management (ORIM). If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required. DGS, ORIM Website: <https://www.dgs.ca.gov/ORIM>.
- H. Subrecipient shall include all of its subcontractors as insureds under Subrecipient's insurance or supply evidence of insurance to VCTC equal to the policies, coverage's and limits required of Subrecipient.
- I. VCTC will not be responsible for any premiums or assessments on the policy.

#### **2. Insurance Requirements**

- A. Commercial General Liability
  - 1) Subrecipient shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Subrecipient's limit of liability. The

policy must include:

VCTC, Caltrans, State of California, its officers, agents, employees and servants are included as additional insured but only with respect to work performed under this Agreement.

- 2) This endorsement must be supplied under form acceptable to the DGS, Office of Risk and Insurance Management.

**B. Automobile Liability**

Subrecipient shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle, including owned, hired, and non-owned motor vehicles. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

**C. Workers' Compensation and Employer's Liability**

Subrecipient shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the workers' compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided to the VCTC Contract Manager.

**D. Satisfying a Self-Insured Retention (SIR)**

All insurance required by this contract must allow, but not require, VCTC to pay any SIR and/or act as the Subrecipient's agent in satisfying any SIR. The choice to pay any SIR and/or act as the Subrecipient's agent in satisfying any SIR is at the VCTC's discretion. If the VCTC chooses to pay any SIR and/or act as the Subrecipient's agent in satisfying any SIR, the Subrecipient shall reimburse the VCTC for the same.

**E. Available Coverages/Limits**

In the event the insurance coverages obtained by the Subrecipient is broader in scope than, and/or the limits are higher than, those required under the contract, all such broader coverage and/or higher limits available to the Subrecipient shall also be available and applicable to the VCTC.

**3. Prohibition of Delinquent Taxpayers**

Public Contract Code Section 10295.4 prohibits the State from entering into an Agreement for goods or services with any taxpayer, whose name appears on either list maintained by the California Department of Tax and Fee Administration or the Franchise Tax Board pursuant to Revenue and Taxation Code Sections 7063 and 19195, respectively, of the 500 largest tax delinquencies. Public Contract Code Section 10295.4 provides no exceptions to these prohibitions.

#### 4. Budget Breakdown

**Project Time Period:** November 1, 2022 – February 28, 2025

**Brief Timeline:** Project tasks are expected to begin in June 2023, starting with Tasks 1 and 2 (equipment acquisition), followed by Tasks 3 and 4 during Summer/Fall 2023. Monitoring will continue throughout the latter part of 2023 and 2024, with analysis and report preparation late 2024 into early 2025.

#### **Funding Request and Budget:**

<b>Task #</b>	<b>Task Title</b>	<b>Grant Amount</b>	<b>Estimated Local Cash Match</b>	<b>Estimated Local In-Kind Match</b>	<b>Estimated Total Project Cost</b>
01	Project Administration	\$0	\$0	\$42,132	\$42,132
1	Remote Camera + Accessories Acquisition	\$25,300	\$0	\$5,849	\$31,149
2	GPS Collar, Air Time, Trap Transmitter Acquisition	\$70,410	\$0	\$6,000	\$76,410
3	Remote Camera Placement	\$28,192	\$0	\$0	\$28,192
4	Animal Capture + GPS Collaring	\$28,193	\$0	\$85,860	\$114,053
5	Monitoring of Collared Animals and Remote Cameras	\$115,590	\$0	\$13,000	\$128,590
6	Data Analysis, Report Preparation, and Public Outreach	\$59,205	\$0	\$27,077	\$86,282
	<b>Totals</b>	<b>\$326,890</b>	<b>\$0</b>	<b>\$179,918</b>	<b>\$506,808</b>

## **CONTACT INFORMATION**

All communications and notices regarding this Agreement will be directed to the following key officials for each party:

A. For NPS:

David Syzmanski  
Superintendent  
Santa Monica Mountains National Recreation Area  
401 West Hillcrest Drive  
Thousand Oaks, CA 91360  
805-370-2342

Dr. Seth P.D. Riley  
Wildlife Ecologist  
Santa Monica Mountains National Recreation Area  
401 West Hillcrest Drive  
Thousand Oaks, CA 91360  
805-370-2358

B. For VCTC:

Martin Erickson  
Executive Director  
Ventura County Transportation Commission  
751 E. Daily Drive, Suite 420  
Camarillo, CA 93010  
805-642-1591

Amanda Fagan  
Director of Planning and Sustainability  
Ventura County Transportation Commission  
751 E. Daily Drive, Suite 420  
Camarillo, CA 93010  
805-642-1591

**Attachment 1**

**RESTRICTED GRANT AGREEMENT CONTRACT PACKAGE**

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

This Restricted Grant Agreement (RGA), between State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS**, and **VENTURA COUNTY TRANSPORTATION COMMISSION (VCTC)**, hereinafter referred to as **AGENCY**, will commence on **November 1, 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 the RGA and before receipt by **AGENCY** of Notice to Proceed by **CALTRANS** Contract Manager. This RGA shall expire on **February 28, 2025**.

**Attachments:**

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

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

**Recitals**

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

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

**Section I**

**AGENCY Responsibility:**

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

**Section II**

**CALTRANS Responsibility:**

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

**Section III**

**Parties' Mutual Responsibilities:**

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

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

2. Details of the Grant Program, Funds, Project, and Program Guidelines and the governing State and Federal law are fully described in **Attachment III** which is attached to and made a part of this RGA.
3. Under this restricted grant, funds may be only used for the purpose set forth in this RGA, **RESOLUTION (Attachment I), Scope of Work and Cost and Schedule (Attachment II)**, and the applicable **Grant Application Guide (Attachment III)**, and funds may only be used for costs and expenses that are directly related to such purpose.
4. **AGENCY** shall perform all the duties and obligations described in the U.S. 101 Conejo Pass Area Wildlife Tracking Study, hereinafter "Project", subject to the terms and conditions of this RGA and the Approved Project Grant Application (**Scope of Work and Cost and Schedule**), which are attached hereto as **Attachment II**.
5. The **RESOLUTION** authorizing **AGENCY** to execute this RGA pertaining to the above described Project is attached hereto as **Attachment I**.
6. All services performed by **AGENCY** pursuant to this RGA shall be performed in accordance with California Senate Bill No. 1 (SB-1) (Chapter 5, Statutes of 2017), also known as the Road Repair and Accountability Act of 2017, including, but not limited to, Government Code Section 14460(a)(1), as well as all applicable Federal, State, and Local laws, regulations, and ordinances, all applicable **CALTRANS** policies and procedures, and all applicable **CALTRANS** published manuals, including, but not limited to, the applicable **Grant Application Guide (Attachment III)**.

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

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

7. Project funding is as follows:

Fund Source: STATE	Fund Source: AGENCY				Total Project Cost
Road Maintenance and Rehabilitation Account (RMRA) State (SB 1) Grant Funds	Local Match (Cash)	Local Match (In-Kind)	Total Local Match	% Local Match	



\$326,890.00	\$0.00	\$179,918.00	\$179,918.00	35.50%	\$506,808.00
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No in-kind contributions may be made unless the amount and type of the contribution is identified above.

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

**9. Notification of Parties**

- a. **AGENCY's** Project Manager for Project is Peter De Haan, [pdehaan@goventura.org](mailto:pdehaan@goventura.org), (213) 265-0673.
- b. **AGENCY's** Financial Manager for the Project is N/A.
- c. **CALTRANS'** Contract Manager is Kevin Lum, [kevin.lum@dot.ca.gov](mailto:kevin.lum@dot.ca.gov), (213) 269-1121. "Contract Manager" as used herein includes his/her designee.
- d. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

**Ventura County Transportation Commission**

Attention: Peter De Haan, Project Manager  
 Phone Number: (213) 265-0673  
 Email: [pdehaan@goventura.org](mailto:pdehaan@goventura.org)  
 Address: 751 East Daily Drive, Suite 420  
 Camarillo, CA 93010

**California Department of Transportation**

District 7, Regional Planning  
 Attention: Kevin Lum, Contract Manager  
 Phone Number: (213) 269-1121  
 Email: [kevin.lum@dot.ca.gov](mailto:kevin.lum@dot.ca.gov)  
 Address: 100 South Main Street  
 Los Angeles, CA 90012

**10. Period of Performance**

- a. Reimbursable work under this RGA shall begin no earlier than on **November 1, 2022**, following the written approval of **CALTRANS** and **AGENCY's** receipt of the Notice to Proceed letter of this RGA by the **CALTRANS** Contract Manager, and will expire on **February 28, 2025**.
- b. **AGENCY** will attend a kickoff meeting with **CALTRANS** to be scheduled within one (1) week from receipt of Notice to Proceed letter by **CALTRANS** Contract Manager.

**11. Changes in Terms/Amendments**

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

**12. Cost Limitation**

- a. The maximum total amount granted and reimbursable to **AGENCY** pursuant to this RGA by

**CALTRANS** shall not exceed **\$326,890.00**.

- b. It is agreed and understood that this RGA fund limit is an estimate and that **CALTRANS** will only reimburse the cost of services actually rendered in accordance with the provisions of this RGA and as authorized by **CALTRANS** Contract Manager at or below that fund limitation established herein.

### 13. Termination

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

### 14. Budget Contingency Clause

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

### 15. Payment and Invoicing

- 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), enable the determination of incurred costs at interim points of completion, and 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 Project Work. **CALTRANS** will reimburse **AGENCY** for expended actual allowable direct costs, and, including, but not limited to, labor costs, travel, and contracted consultant services costs incurred by **AGENCY** in performance of the Project Work. Indirect costs are reimbursable only

if the **AGENCY** has identified the estimated indirect cost rate in **Attachment II** and an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III–Cost Principles, Paragraph 18d**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III–Cost Limitations, Paragraph 12a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel, and other estimated costs and fees set forth in **Attachment II** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY**.

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

reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the 60th day will be reverted and will no longer be accessible to reimburse late Project invoices.

#### 16. Local Match Funds

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

#### 17. Quarterly Progress Reporting

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

#### 18. Cost Principles

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

#### 19. Repayment of Unallowable Costs

Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due **CALTRANS** within 30 days of discovery or demand, or within such other period as may be

agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.

## 20. Americans with Disabilities Act

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

## 21. Indemnification

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

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

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

other sources of information and its facilities as said Department or **CALTRANS** shall require to ascertain compliance with this clause.

- d. **AGENCY** and contractors, sub-recipients, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the RGA.

### 23. Retention of Records/Audits

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

- f. Any contract with a contractor, subcontractor, or sub-recipient entered into as a result of this RGA shall contain all the provisions of this article.

#### 24. Adjudication of Facts in Disputes

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

#### 25. Third-Party Contracts

- a. All State-government-funded procurements must be conducted using a fair and competitive procurement process. **AGENCY** may use its own procurement procedures as long as the procedures comply with the local **AGENCY**'s laws, rules, and ordinances governing procurement and all applicable provisions of State law, including, without

limitation, the requirement that the **AGENCY** endeavor to obtain at least three (3) competitive bids for solicitation of goods, services, and consulting services.

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

- 1) Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code)
  - 2) State Contracting Manual (SCM), Chapter 5
  - 3) Local Assistance Procedures Manual (LAPM)Chapter 10
- b. Any contract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to **AGENCY's** subrecipients, contractors, and subcontractors. Copies of all agreements with subrecipients, contractors, and subcontractors must be submitted to the **CALTRANS** Contract Manager.
- c. **CALTRANS** does not have a contractual relationship with the **AGENCY's** subrecipients, contractors, or subcontractors and the **AGENCY** shall be fully responsible for all work performed by its subrecipients, contractors, or subcontractors.
- d. Prior authorization in writing by the **CALTRANS** Contract Manager shall be required before **AGENCY** enters into any non-budgeted purchase order or sub-agreement for supplies, or consultant services. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs. **AGENCY** shall retain all receipts for such purchases or services and shall submit them with invoices per **Section III–Payment and Invoicing, Paragraph 15(e)(4), above.**
- e. Any contract entered into by **AGENCY** as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subrecipients, contractors, and subcontractors will be allowable as **PROJECT** costs only after those costs are incurred and paid for by the subrecipients, contractors, and subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section III–Payment and Invoicing, Paragraph 15c, above.**

## 26. Drug-Free Workplace Certification

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

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
- B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all the following:
  - 1) The dangers of drug abuse in the workplace;
  - 2) The person's or organization's policy of maintaining a Drug-Free workplace;
  - 3) Any available counseling, rehabilitation, and employee assistance programs; and
  - 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; and
- 2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

D. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and **AGENCY** may be ineligible for the award of any future State contracts if **CALTRANS** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

## 27. Relationship of Parties

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

## 28. State-Owned Data

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

security as established for the original data file(s) (State Administrative Manual (SAM) Section 5335.1).

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

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

## **30. Mandatory Organic Waste Recycling**

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

## **31. ADA Compliance**

All 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.

## **32. Project Close Out/Final Product**

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

## **33. Ownership of Proprietary Property**

### **a. Definitions**

- 1) **Work**: The work to be directly or indirectly produced by **AGENCY** under this RGA.

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

b. **Ownership of Work Product and Rights**

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

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

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

c. **Inventions**

- 1) **Vesting of Patent Ownership:** **AGENCY** agrees to require subrecipients, contractors, subcontractors, and their respective employees, to assign to **CALTRANS** and **AGENCY**, its successors, and assigns, all Inventions, together with the right to seek protection by obtaining patent ownership rights and the right to claim all rights or priority there under, and the same shall become and remain **CALTRANS'** property regardless of whether such protection is sought. The **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient shall promptly make a complete written disclosure to **CALTRANS** of each Invention not otherwise clearly disclosed to **CALTRANS** in the pertinent **Work Product**, specifically pointing out features or concepts that the **AGENCY**, its employees, and/or **AGENCY's** contractor, subcontractor, and/or subrecipient believes to be new or different. The **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient shall, upon **CALTRANS** and **AGENCY's** request and at **CALTRANS** and **AGENCY's** expense, cause patent applications to be filed thereon, through solicitors designated by **CALTRANS** and **AGENCY**, and shall sign all such applications over to **CALTRANS** and **AGENCY**, its successors, and assigns. The **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient shall give **CALTRANS** and **AGENCY** and its solicitors all reasonable assistance in connection with the preparation and prosecution of any such patent applications and shall cause to be executed all such assignments or other instruments or documents as **CALTRANS** and **AGENCY** may consider necessary or appropriate to carry out the intent on this RGA.
- 2) **Agency:** In the event that **CALTRANS** and **AGENCY** are unable for any reason whatsoever to secure the **AGENCY's**, its employees', and/or **AGENCY's** contractor's, subcontractor's, and/or subrecipient's, signature to any lawful or necessary document required or desirable to apply for or prosecute any United States application (including renewals or divisions thereof), **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient hereby irrevocably designates and appoints **CALTRANS** and **AGENCY** and its duly authorized officers and agents, as its agent and attorney-in-fact, to act for and on **AGENCY**, its employees, and **AGENCY's** contractor's, subcontractor's, and subrecipient's behalf and stead, to execute and file such applications and to do all other lawfully permitted acts to further the prosecution and issuance of any copyrights, trademarks, or patents thereon with the same legal force and effect as if executed by **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient. **CALTRANS** and **AGENCY** shall have no obligations to file any copyright, trademark, or patent applications.

d. **Additional Provisions**

- 1) **Avoidance of infringement:** In performing services under this RGA, **AGENCY** and its employees agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If **AGENCY** or its employees becomes aware of any such possible infringement in the course of performing any Work under this RGA, **AGENCY** or its employees shall immediately notify **CALTRANS** in writing.
- 2) **Pre-existing Works and License:** **AGENCY** agrees to require contractors, subcontractors, and subrecipients to acknowledge that all **Work Product** shall be the sole and exclusive property of **CALTRANS** and **AGENCY**, except that any **Pre-existing Works** created by **AGENCY** and third parties outside of the RGA but utilized in connection with the RGA (the "**Pre-existing Works**") shall continue to be owned by **AGENCY** or such parties. **AGENCY** agrees to notify **CALTRANS** in writing of any **Pre-existing Works** used in connection with any **Work Product** produced under this RGA and hereby grants to

**CALTRANS** a non-exclusive, irrevocable, worldwide, perpetual, royalty-free license to utilize the **Pre-existing Works** in connection with the **Work Product**.

- 3) **Contractors, Subcontractors, and Subrecipients:** Through contract with its subrecipients, contractors, and subcontractors, **AGENCY** shall affirmatively bind by contract all of its contractors, subcontractors, subrecipients, and service vendors (hereinafter "**AGENCY's** Contractor/Subcontractor/Subrecipient") providing services under this RGA to conform to the provisions of this Exhibit. In performing services under this RGA, **AGENCY's** Contractor/Subcontractor/Subrecipient shall agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If **AGENCY's** Contractor/Subcontractor/Subrecipient becomes aware of any such possible infringement in the course of performing any Work under this RGA, **AGENCY's** Contractor/Subcontractor/Subrecipient shall immediately notify the **AGENCY** in writing, and **AGENCY** will then immediately notify the Department in writing.

e. **Ownership of Data**

- 1) Upon completion of all **Work** under this RGA, all intellectual property rights, ownership, and title to all reports, documents, plans, specifications, and estimates, produced as part of this RGA will automatically be vested in **CALTRANS** and **AGENCY** and no further agreement will be necessary to transfer ownership to **CALTRANS** and **AGENCY**. The **AGENCY**, its contractors, subcontractors, and subrecipients, shall furnish **CALTRANS** all necessary copies of data needed to complete the review and approval process.
- 2) It is understood and agreed that all calculations, drawings, and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the Project for which this RGA has been entered into.
- 3) **AGENCY**, its contractors, subcontractors, and subrecipients, are not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by **CALTRANS** of the machine-readable information and data provided by **AGENCY**, its contractors, subcontractors, and subrecipients, under this RGA; further, **AGENCY**, its contractors, subcontractors, and subrecipients, are not liable for claims, liabilities, or losses arising out of, or connected with, any use by **CALTRANS** of the Project documentation on other projects, for additions to this Project, or for the completion of this project by others, excepting only such use as may be authorized, in writing, by **AGENCY**, its contractors, subcontractors, and subrecipients.
- 4) Any sub-agreement in excess of \$25,000.00 entered into as a result of this RGA shall contain all of the provisions of this clause.

**34. Electronic Signatures**

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

**35. Executive Order N-6-22 – Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine

Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for terminations of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

**Section IV**

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

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

**VENTURA COUNTY  
TRANSPORTATION  
COMMISSION**

By:   
Kathleen Stone-takai (Nov 17, 2022 15:23 PST)

By: 

Printed Name: Kathleen Stone-takai

Printed Name: **Martin Erickson**

Title: Contract Officer

Title: **Executive Director**

Date: 11/17/2022

Date: 11/17/2022

By:

Printed Name:

Title:

Date:

By:

Printed Name:

Title:

Date:

RESOLUTION NO. 2022-05  
A RESOLUTION OF THE VENTURA COUNTY TRANSPORTATION COMMISSION  
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AGREEMENTS WITH  
THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR  
THE U.S. 101 CONEJO PASS AREA WILDLIFE TRACKING STUDY


WHEREAS, the Ventura County Transportation Commission is eligible to receive Federal and/or State funding for certain transportation planning efforts, through the California Department of Transportation; and,

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

WHEREAS, the Ventura County Transportation Commission wishes to delegate authorization to execute these agreements and any amendments thereto;

NOW, THEREFORE, BE IT RESOLVED by the Ventura County Transportation Commission, the Executive Director, or designee, is authorized to execute all Restricted Grant Agreements and any amendments thereto with the California Department of Transportation.

APPROVED AND PASSED this 6<sup>th</sup> day of May 2022.

  
\_\_\_\_\_  
ANTHONY TREMBLEY, CHAIR, VCTC

  
\_\_\_\_\_  
Roxanna Ibarra, Clerk of the Commission

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Steven T. Mattas, General Counsel



# SCOPE OF WORK

Project Information	
<b>Grant Category</b>	<b>Sustainable Communities Competitive Technical</b>
<b>Grant Fiscal Year</b>	<b>2022-23</b>
<b>Project Title</b>	U.S. 101 Conejo Pass Area Wildlife Tracking Study
<b>Organization</b> (legal name)	<b>Ventura County Transportation Commission</b>

## Introduction

The Ventura County Transportation Commission (VCTC) proposes to study wildlife movement throughout the Conejo Pass Area (see map). The project is necessary to evaluate current wildlife connectivity and make recommendations for maintaining and improving it throughout this critical region. The project includes GPS collaring to radio track multiple species and monitoring of wildlife use through remote cameras in existing crossing points and areas in the vicinity of the freeway. Because the Santa Monica Mountains are nearly isolated from other natural areas (Santa Monica Mountains National Recreation Area (SMMNRA) General Management Plan) and are intersected by the US 101, this makes the Santa Monica Mountains a virtual island, vulnerable to losing biodiversity and forming genetic defects. Without these studies, the efficacy of measures to improve wildlife connectivity the region would be unknown and genetic diversity in the region would continue to dwindle.

Major deliverables include the collection and analysis of data on wildlife movement and distribution relative to the freeway and crossing points, resulting in a Final Report on wildlife crossing and connectivity.

## Project Stakeholders

The work under this project will be performed by the National Park Service staff of the SMMNRA as a subrecipient under VCTC, under the lead of Dr. Seth Riley, Wildlife Ecologist and Branch Chief for Wildlife. Caltrans District 7 environmental staff will be closely involved in reviewing the study output, using their experience with the Liberty Canyon wildlife corridor. Other agencies that will review the results include the Conejo Open Space Conservation Agency and the California Department of Fish and Wildlife.

## Overall Project Objectives

We will monitor four current wildlife crossing points along this stretch of 101 with remote cameras to evaluate potential use by wildlife, we will measure wildlife occurrence in the vicinity of these crossing points on both sides of the freeway using remote cameras, we will also monitor wildlife occurrence along the grade where there are no crossing points currently but they are being proposed, and we will obtain detailed movement data for a number of species, specifically mountain lions, bobcats, coyotes, gray foxes, and mule deer. The focus of the capture and GPS-tracking activities will be along the Conejo Grade, particularly in the area from Camarillo Springs Road to the west and the weigh station at the top of the grade to the east, where there is natural habitat on both sides of the road. This monitoring will allow us to make recommendations on wildlife crossing improvements in this area, to help facilitate wildlife adaptation to climate

change and thus reduce climate impacts on the surrounding community. VCTC working with Caltrans will consider the findings of this study to identify locations for improved wildlife crossings of U.S. 101 in the Conejo Pass Area, with particular attention to opportunities to implement these improvements as part of other freeway improvement projects such as the U.S. 101 Widening currently in the environmental analysis phase.

## Summary of Project Tasks

### Task 01: Project Administration

Upon finalization of the grant agreement, VCTC will coordinate a kick-off meeting involving Caltrans and National Park Service staff as well as other parties as appropriate. As the study moves forward, VCTC will work with National Park Service to process quarterly invoices and provided quarterly progress reports.

Task Deliverables
Kick-off meeting with Caltrans - Meeting Notes, quarterly invoices and progress reports.

### Task 1: Remote Camera + Accessories Acquisition

NPS staff will acquire 44 Reconyx remote digital cameras for monitoring wildlife movement, camera accessories, (security boxes, batteries, memory cards),

Task Deliverables
Acquisition of 44 digital cameras and accessories

### Task 2: GPS Collar, Air Time, Trap Transmitter Acquisition

NPS staff will acquire GPS collars and associated monthly GPS air time in the following quantities: bobcat (6), coyote (6), gray fox (4), mountain lion (4), deer (including ear tags – 6). NPS staff will acquire 10 trap transmits and associated monthly GPS air time.

Task Deliverables
Acquisition of 26 GPS collars and 6 deer ear tags with GPS air time
Acquisition of 10 trap transmitters with GPS air time

### Task 3: Remote Camera Placement

NPS Staff will place the remote cameras at potential existing wildlife movement areas along U.S. 101 in the Conejo Pass area, including Calleguas Creek, Conejo Creek, Conejo Grade Culvert, Camarillo Springs Road Undercrossing, and at selected locations between the Conejo Grade Culvert and the Conejo Pass Truck Weighing Station.

Task Deliverables
Completed installation of 44 remote wildlife movement cameras.

#### Task 4: Animal Capture + GPS Collaring

NPS Staff will capture bobcats, coyotes, mountain lions, gray foxes, and deer for GPS collaring.

Task Deliverables
Successful placement of GPS collars on wildlife.

#### Task 5: Monitoring of Collared Animals and Remote Cameras

##### A. Wildlife Detection and Highway Crossing Point Monitoring

- 1) The National Park Service will monitor a total of four (4) potential wildlife crossing points along the 101 Freeway between the weigh station at the top of the grade and the Calleguas Creek Underpass. Crossing points include the Conejo Grade Culvert, the Camarillo Springs Road Underpass, the Conejo Creek Underpass, and the Calleguas Creek Underpass. NPS will monitor crossing points using remotely triggered cameras.
- 2) Cameras will be used to monitor the crossing points, to determine crossing and detection rates at the crossings themselves, as well as in adjacent natural areas in the vicinity of each crossing, to determine which species are in the general area and measure their detection rates. At the crossing points, cameras will be secured in steel containers mounted to crossing walls or on posts near crossings and pointed in the best direction to capture any animals using the crossing. The number of cameras to be placed at each crossing point will vary depending on its size and complexity. In natural habitat, cameras will be mounted on posts along wildlife trails. Cameras will be checked regularly to download pictures and change batteries and memory cards.
- 3) Cameras will also be placed in natural areas near the freeway between the Conejo Grade Culvert and the weigh station at the top of the grade, to determine wildlife use of these areas where potential new crossings are being considered.
- 4) Cameras will be deployed for (at least) one (1) full year to capture the full range of seasonal changes in animal movements, activity, reproduction, and dispersal.

##### B. Wildlife Movement Monitoring

- 1) NPS will intensively monitor the movements and activities of individual animals to characterize movements and habitat use near the highway, determine frequency of road crossing, and identify potential highway crossing points.
- 2) NPS will make good faith efforts to trap and radio-collar bobcats, coyotes, mountain lions, gray foxes, and mule deer in the vicinity of 101, specifically in the Conejo Pass Area from the Weigh Station to Camarillo Spring Road. NPS cannot guarantee that it will capture all species, specifically mountain lions, because of

their great mobility and low density, but NPS has been successful in catching mountain lions throughout the region in the past. NPS will use remotely downloadable GPS collars for all species, to obtain detailed and highly accurate movement information near the road.

- 3) GPS location data retrieved from the collars will be used to determine wildlife movement patterns in the vicinity of the road, determine how often animals cross the road to establish a crossing rate for US 101 for different species, map crossing locations, identify important road crossing locations that may not be identified by the road mortality surveys or that fall outside of our monitored crossing points, as well as identify important wildlife habitat adjacent to US 101.
- 4) This monitoring will also occur during the same timeframe as the camera monitoring, although capture activities are limited to a certain time of year particularly for bobcats, but for other species as well (generally October through mid-February, with July-September also possible) and carnivore capture rates, particularly for mountain lions, can be very unpredictable.

Task Deliverables
Monitoring of collared wildlife movement for one full year
Monitoring of cameras for one full year

### Task 6: Data Analysis, Report Preparation and Public Outreach

- A. Photo Data Compilation: All photo data will be downloaded and tagged with the species, number of individuals, and direction of travel. It will then be entered into a photo database and reviewed for accuracy.
- B. Tracking Data Compilation: Wildlife location data will be downloaded and entered into a database. The location points will be mapped and compared to standard movement patterns and rates for the species to identify and remove any clearly erroneous points.
- C. Public Outreach: VCTC and NPS will engage with stakeholders and the public through existing communication avenues, such as the goventura.org website, VCTC social media, and the Santa Monica Mountains National Recreation Area social media channels. Presentations and/or communications with interested stakeholder groups will also take place, such as to/through the VCTC Transportation Technical Advisory Committee (TTAC), Ventura County Open Space Roundtable, Santa Monica Mountains Conservancy, and other interested parties. Outreach to any disadvantaged communities in the project area and Native American Tribal Governments will also be an area of focus. Deliverables will include a project Fact Sheet (English and Spanish), Executive Summary of the Final Report (English and

Spanish), and presentation materials for sharing project information and results in both online and in-person formats.

In addition, as discussed in the grant application narrative, disadvantaged communities, including Native American Tribal Governments nearby, will be informed should the study results recommend wildlife overpasses, underpasses, culverts, etc. Outreach methods include sending letters to leaders of tribal governments, following up with emails, and/or phone calls to ensure that their comments are included in the process.

- D. Analysis of Data: Once all data collection has been completed and the data have been reviewed for accuracy, NPS will analyze all of the data for the final report, including monitoring information from all three components (crossing points, vicinity cameras, and animal movements).
  
- E. Final Report: NPS will provide a final report (Contract Close-Out report) to Caltrans about the findings from the work after the conclusion of analysis of collected data. The final report will follow the outline of a scientific paper and will include a relevant discussion and conclusions regarding the impacts of this section of US101 on wildlife connectivity and recommendations for potential crossing points. A public outreach summary will provide documentation of public outreach to disadvantaged communities and Native American Tribal Governments for their input.

<b>Task Deliverables</b>
Completed remote camera photo database file
Completed GPS tracking database file
Public outreach materials, including Fact Sheet, Final Report Executive Summary, and Presentation Materials
Final Report, including discussion, conclusions, public outreach summary, and recommendations

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

**Grant Category: Sustainable Communities**

**Grant Fiscal Year: 2022-23**

**Project Title: Wildlife connectivity studies along 101 in Ventura County, Calleguas Creek to Conejo Grade**

**Organization: Ventura County Transportation Commission**

Task #	Task Title	Grant Amount*	Estimated Local Cash Match*	Estimated Local In-Kind Match*	Estimated Total Project Cost*	FY 2022/23				FY 2023/24				FY 2024/25											
						J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F
01	Project Administration <small>(no more than 5% of total grant funds)</small>	\$0	\$0	\$42,132	\$42,132																				
1	Remote Camera + Accessories Acquisition	\$25,300	\$0	\$5,849	\$31,149																				
2	GPS Collar, Air Time, Trap Transmitter Acquisition	\$70,410	\$0	\$6,000	\$76,410																				
3	Remote Camera Placement	\$28,192	\$0	\$0	\$28,192																				
4	Animal Capture + GPS Collaring	\$28,193	\$0	\$85,860	\$114,053																				
5	Monitoring of Collared Animals and Remote Cameras	\$115,590	\$0	\$13,000	\$128,590																				
6	Data Analysis, Report Preparation, and Public Outreach	\$59,205	\$0	\$27,077	\$86,282																				
<b>Totals</b>		<b>\$326,890</b>	<b>\$0</b>	<b>\$179,918</b>	<b>\$506,808</b>																				

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

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

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

## **APPENDIX B. SAMPLE APPLICATION PACKAGE**

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

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

## Application Checklist

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

**PDF documents should be submitted in their fillable PDF formats.**

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



Caltrans Sustainable Transportation Planning Grant Program



PART A. APPLICATION INFORMATION				FY 2022-23	
<b>Grant Category</b> (select only one)					
<b>Sustainable Communities</b> (MPOs with sub-applicant, RTPAs, Transit Agencies, Cities, Counties, Tribes, other Public Transportation Planning Entities)			<b>Strategic Partnerships</b> (MPOs and RTPAs only)		
	Sustainable Communities Competitive (11.47% Local Match requirement)			Strategic Partnerships (FHWA SPR Part I) (20% Local Match requirement)	
	Sustainable Communities Competitive Technical (11.47% Local Match requirement)			Strategic Partnerships Transit (FTA 5304) (11.47% Local Match requirement)	
<b>Application Submittal Type</b> (more than one may be selected)					
<b>New</b>		<b>Prior Phases</b>		<b>Re-Submittal</b>	
	New Application		Continuation of a prior project. If so, list the project title below.	Re-submittal from a prior grant cycle.	
				How many times has an application been submitted for this project?	

PART B. PROJECT INFORMATION					
<b>Project Title and Location</b>					
Project Title					
Project Location (City)		Project Location (County)			
<b>PART D: Funding Information</b>					
1. Is the applicant proposing to meet the minimum local match requirement or an over-match? Use the Match Calculator to determine the appropriate match. <a href="#">Match Calculator</a>					
<input type="checkbox"/> Minimum Local Match <input type="checkbox"/> Over-Match					
2. What is the source of Local Match funds being used? (MPOs – Federal Toll Credits, PL, and FTA 5303 <u>cannot</u> be used to match Sustainable Communities Competitive)					
<input type="checkbox"/> Local Transportation Funds <input type="checkbox"/> Local Sales Tax <input type="checkbox"/> Special Bond Measures					
<input type="checkbox"/> Other, specify: <input type="text"/>					
<b>Grant Funds Requested</b>	<b>Local Match (Cash)</b>	<b>Local Match (In-Kind)</b>	<b>Total Local Match</b>	<b>% Local Match</b>	<b>Total Project Cost</b>
\$	\$	\$	\$		\$



**Sustainable Transportation Planning Grant Program**  
**GRANT APPLICATION COVER SHEET**

**PART C. CONTACT INFORMATION\***

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

\*Use additional pages if necessary.

**PART D. COMPLIANT HOUSING ELEMENT**

City/County Applying for Sustainable Communities Grants	Yes	No
Does the City/County have a compliant Housing Element?		
Has the City/County submitted Annual Progress Report to the California Department of Housing and Community Development for calendar years 2019 and 2020?		



**Sustainable Transportation Planning Grant Program**  
**GRANT APPLICATION COVER SHEET**

**PART E. LEGISLATIVE INFORMATION**

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

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

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

**PART F. LETTERS OF SUPPORT**

List all letters of support received for the proposed project.

Name/Agency	Name/Agency



**Sustainable Transportation Planning Grant Program**  
 GRANT APPLICATION SIGNATURE PAGE

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

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

<b>Applicant</b>			
Authorized Official (Applicant)			
Print Full Name			
Title			
Signature		Date	
<b>Sub-Applicant(s)*</b>			
Authorized Official (Sub-Applicant)			
Print Full Name			
Title			
Signature		Date	
Authorized Official (Sub-Applicant)			
Print Full Name			
Title			
Signature		Date	
Authorized Official (Sub-Applicant)			
Print Full Name			
Title			
Signature		Date	

\*Use additional pages if necessary.



**Sustainable Transportation Planning Grant Program**  
 SUSTAINABLE COMMUNITIES - GRANT APPLICATION  
 NARRATIVE

PART G. APPLICATION NARRATIVE		FY 2022-23
<b>Project Information</b>		
Organization (legal name)		
Project Title		
Project Area Boundaries		
<b>Application Narrative</b>		
<p><b>1. Project Description (10 points)</b>            Briefly summarize project in a clear and concise manner, including why the project is necessary, major deliverables, parties involved, and any connections to relevant local, regional, and/or State planning efforts. <b>Do not exceed the space provided.</b></p>		
<p><b>2A. Project Justification (15 points)</b></p> <ul style="list-style-type: none"> <li>• Describe the problems or deficiencies the project is attempting to address, as well as how the project will address the identified problems or deficiencies</li> <li>• List the ramifications of not funding this project</li> <li>• Clearly define the existing issues surrounding the project (e.g., transportation issues, inadequate transit services, impacts of heavy trucking on local streets, air pollution, etc.)</li> <li>• Competitive applications support the need for the project with empirical data</li> <li>• Describe how this project addresses issues raised</li> <li>• Define the public benefit</li> <li>• Explain how the public was involved with identifying issues</li> <li>• Describe the impact of not funding the project</li> <li>• <b>Do not exceed the space provided</b></li> </ul>		

 **Sustainable Transportation Planning Grant Program**  
SUSTAINABLE COMMUNITIES - GRANT APPLICATION  
NARRATIVE

**2B. Disadvantaged Communities Justification (5 points)**

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

**2C. Disadvantaged Communities Engagement (5 points)**

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

**3. Grant Specific Objectives (Total 35 points)**

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

- Caltrans Strategic Plan
- California Transportation Plan (CTP)
- Modal Plans that Support the CTP
- Title VI and Environmental Justice
- Climate Action Plan for Transportation Infrastructure

 **Sustainable Transportation Planning Grant Program**  
SUSTAINABLE COMMUNITIES - GRANT APPLICATION  
NARRATIVE

**3A. Grant Specific Objectives** (5 points)

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

**3B. Grant Specific Objectives** (5 points)

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

**3C. Grant Specific Objectives** (5 points)

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

**3D. Grant Specific Objectives** (5 points)

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



**Sustainable Transportation Planning Grant Program**  
 SUSTAINABLE COMMUNITIES - GRANT APPLICATION  
 NARRATIVE

<p><b>3E. Grant Specific Objectives (5 points)</b></p> <ul style="list-style-type: none"> <li>• Explain how the proposal involves active community engagement</li> <li>• Describe the specific public outreach methods/events that will be employed throughout the project</li> <li>• Explain how public input will inform the project</li> <li>• Describe how the effort will survey the public at the end of each outreach event to gauge effectiveness of these activities for the planning effort</li> <li>• <b>Do not exceed the space provided</b></li> </ul>
<p><b>3F. Grant Specific Objectives (5 points)</b></p> <ul style="list-style-type: none"> <li>• Explain how the proposal assists in achieving the Caltrans Mission and Grant Program Objectives (Grant Application Guide, Chapter 1.2)           <ul style="list-style-type: none"> <li>◦ Sustainability, Preservation, Accessibility, Safety, Innovation, Economy, Health, and Social Equity, as applicable</li> </ul> </li> <li>• <b>Do not exceed the space provided</b></li> </ul>
<p><b>3G. Grant Specific Objectives (5 points)</b></p> <ul style="list-style-type: none"> <li>• Explain how the proposal ultimately results in funded and programmed multimodal transportation system improvements. Applicants should discuss next steps for project implementation, including timing for programming improvements that would result from the planning effort</li> <li>• <b>Do not exceed the space provided</b></li> </ul>
<p><b>4. Project Management (Total 30 points)</b></p> <p>See Scope of Work and Cost and Schedule samples and checklists for requirements (Grant Application Guide, Appendix B), also available on the Caltrans grants website:  <a href="https://dot.ca.gov/programs/transportation-planning/regional-planning/sustainable-transportation-planning-grants">https://dot.ca.gov/programs/transportation-planning/regional-planning/sustainable-transportation-planning-grants</a></p>
<p><b>4A. Scope of Work (15 points)</b></p>
<p><b>4B. Cost and Schedule (15 points)</b></p>





**Sustainable Transportation Planning Grant Program**  
 STRATEGIC PARTNERSHIPS - GRANT APPLICATION NARRATIVE

PART G. APPLICATION NARRATIVE		FY 2022-23
<b>Project Information</b>		
Organization (legal name)		
Project Title		
Project Area Boundaries		
<b>Application Narrative</b>		
<p><b>1. Project Description (10 points)</b>            Briefly summarize the project in a clear and concise manner, including why the project is necessary, major deliverables, parties involved, and any connections to relevant local, regional, and/or State planning efforts. <b>Do not exceed the space provided.</b></p>		
<p><b>2. Project Justification (30 points)</b></p> <ul style="list-style-type: none"> <li>• Describe the problems or deficiencies the project is attempting to address, as well as how the project will address the identified problems or deficiencies</li> <li>• List the ramifications of not funding this project</li> <li>• Clearly define the existing issues surrounding the project (e.g., transportation issues, in-adequate transit services, impacts of heavy trucking on local streets, air pollution, etc.)</li> <li>• Competitive applications support the need for the project with empirical data</li> <li>• Describe how this project addresses issues raised</li> <li>• Describe the impact of not funding the project</li> <li>• <b>Do not exceed the space provided</b></li> </ul>		
<p><b>3. Grant Specific Objectives (Total 20 points)</b>            Integrate the following Grant Program Considerations (Grant Application Guide, Chapter 1.2) in the responses for 3A-3D below, as applicable:</p> <ul style="list-style-type: none"> <li>• Caltrans Strategic Plan</li> <li>• California Transportation Plan (CTP)</li> <li>• Modal Plans that Support the CTP</li> <li>• Title VI and Environmental Justice</li> </ul>		



**Sustainable Transportation Planning Grant Program**  
**STRATEGIC PARTNERSHIPS - GRANT APPLICATION NARRATIVE**

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

## Scope of Work Checklist

The Scope of Work (SOW) is the official description of the work that is to be completed during the contract. Tasks 1-6 outlined in the SOW are for illustrative purposes only.

**Applications with missing components will be at a competitive disadvantage.** Please use this checklist to make sure your Scope of Work is complete.

Scope of Work Checklist	
(✓)	Ensure these items are completed prior to submitting to Caltrans
	Use the Fiscal Year 2022-23 template provided
	Include the activities discussed in the grant application
	List all tasks using the same title as stated in the Project Cost and Schedule
	Include task numbers in accurate and proper sequencing, consistent with the Cost and Schedule
	Exclude sub-task numbers; only include sub-headings
	Exclude tasks for project management and/or staff/consultant coordination; these activities should be spread among relevant tasks
	Include a thorough Introduction to describe relevant background, related planning efforts, the project and project area demographics, including a description of the disadvantaged community involved with the project, if applicable
	Include a thorough and accurate narrative description of each task
	Task 01 is a required task. It must be titled "Project Administration", it cannot exceed 5% of the grant award amount, and only the grantee and sub-recipient(s) can charge against this Task. This Task must only include the following activities and deliverables: <ul style="list-style-type: none"> <li>• Caltrans and grantee Project kick-off meeting at the start of the grant</li> <li>• Invoicing and quarterly reporting to Caltrans</li> <li>• DBE Reporting (federal grants only)</li> </ul>
	Include Task 02 for the procurement of a consultant (if needed). This task is for the <u>grantee and sub-recipient(s) only</u> .
	Include detailed public participation and services to diverse communities in the Public Outreach Task (excluding technical projects)
	Identify public outreach strategies in a manner that provides flexibility and allows for a diverse range of outreach methods (both in-person and on-line), considering the current COVID-19 environment (excluding technical projects)
	Include a Task(s) for a Draft and Final product. The draft plan must include an opportunity for the public to provide feedback (excluding technical projects).
	Include a summary of next steps your agency will take towards implementing the project in the Final Product
	List achievable project deliverables for each Task
	EXCLUDE environmental, complex design, engineering work, and other ineligible activities outlined in the Grant Application Guide

## SCOPE OF WORK

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

### Introduction

[Provide a detailed summary of the grant project]

### Project Stakeholders

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

### Overall Project Objectives

[Provide a detailed summary of the Overall Project Objectives]

### Summary of Project Tasks

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

#### Task 01: Project Administration

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

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

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

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

Caltrans Sustainable Transportation Planning Grant Program

**Task 02: Consultant Procurement**

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

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

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

**Task 1: Existing Conditions**

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

<b>Task Deliverables</b>
[List achievable deliverables for this Task]
Examples: Summary of Existing Conditions

**Task 3: Analysis**

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

<b>Task Deliverables</b>
[List achievable deliverables for this Task]
Examples: Summary of Analysis

**Task 4: Public Outreach**

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

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

## Caltrans Sustainable Transportation Planning Grant Program

### Task 5: Advisory Committee Meetings

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

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

### Task 6: Draft and Final Plan

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

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

### Task 7: Board Review/Approval

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

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

## Cost and Schedule Checklist

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

Cost and Schedule Checklist	
(✓) Ensure these items are completed prior to submitting to Caltrans	
	Use the Fiscal Year 2022-23 template provided (do not alter the template)
	List all tasks with the same title as stated in the Scope of Work
	Include task numbers in proper sequencing, consistent with the Scope of Work
	Exclude sub-task numbers and sub-headings
	Exclude tasks for project management and/or staff/consultant coordination; these activities should be spread among relevant tasks
	Task 01 is a required task. It must be titled "Project Administration", it cannot exceed 5% of the grant amount requested, and only the grantee and recipient(s) can charge against this Task. This Task must only include the following activities and deliverables: <ul style="list-style-type: none"> <li>• Project kick-off meeting between the grantee and Caltrans at the start of the grant</li> <li>• Invoicing and quarterly reporting to Caltrans</li> <li>• DBE Reporting (federal grants only)</li> </ul>
	Include Task 02 for procurement of consultants, if consultants are needed. This task is for the <u>grantee and sub-recipient(s) only</u> .
	Complete all budget columns as appropriate: Total Cost, Grant Amount, Local Cash Match, and if applicable, Local In-Kind Match
	Ensure the correct minimum local match amount, calculated as a percentage of the total project cost (grant plus local match), is provided
	Ensure the total Local Match amount meets the minimum required Local Match for the specified Grant Category
	Include a grant amount for each Task (excluding Tasks 01 and 02)
	Identify if a Tapered Local Match approach will be used, which allows grantees to vary the required local match ratio over the life of the grant contract. Grantee agrees to satisfy the total local match amount by the contract expiration date.
	Identify the estimated indirect cost rate if indirect costs will be reimbursed. If FY 2022-23 indirect cost rates are not available, the rate will be an estimate based on the currently approved rate.
	Include a best estimate of the amount of time needed to complete each task
	State a realistic total cost for each task based on the work that will be completed
	Start the timeframe at the beginning of the grant period (July 2022 for MPO/RTPAs; November 2022 for non-MPO/RTPAs)
	Extend the timeframe to the end of the grant period (Project end dates differ based on applicant type (MPO/RTPA or non-MPO/RTPA) <b>and</b> type of funds (State or federal) (See Grant Application Guide, Chapter 8.2, for more details)

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

Grant Category

Grant Fiscal Year

Project Title

Organization  
(legal name)

Task #	Task Title	Grant Amount*	Estimated Local Cash Match*	Estimated Local In-Kind Match*	Estimated Total Project Cost*	FY 2022/23												FY 2023/24												FY 2024/25																																		
						J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J																							
01	Project Administration (no more than 5% of total grant funds)	\$0	\$2,500	\$0	\$2,500																																																											
02	Consultant Procurement	\$4,427	\$574	\$0	\$5,000																																																											
1	Existing Conditions	\$11,509	\$1,491	\$0	\$13,000																																																											
2	Analysis	\$30,986	\$4,015	\$0	\$32,500																																																											
3	Public Outreach	\$39,839	\$5,162	\$0	\$45,000																																																											
4	Advisory Committee Meetings	\$13,280	\$1,721	\$0	\$15,000																																																											
5	Draft and Final Plan	\$72,595	\$6,577	\$0	\$82,000																																																											
6	Board Review/Approval	\$4,424	\$900	\$0	\$5,000																																																											
<b>Totals</b>		<b>\$177,060</b>	<b>\$22,940</b>	<b>\$0</b>	<b>\$200,000</b>																																																											

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

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

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



## Third Party In-Kind Valuation Plan Checklist

The Third Party In-Kind Valuation Plan is an itemized breakdown by task and serves as documentation for the goods and/or services to be donated. The Third Party In-Kind Valuation Plan must be consistent with the information provided on the Cost and Schedule and Grant Application Cover Sheet. This document is required upon grant award as a condition of grant acceptance. Refer to Grant Application Guide, Chapter 5.4 for a Third-Party In-Kind description and examples.

Third-Party In-Kind Valuation Plan Checklist	
(✓) Ensure these items are completed prior to submitting to Caltrans	
	Use the Fiscal Year 2022-23 template provided (do not alter the template).
	Name the third party in-kind local match provider; this cannot be the Grantee
	Describe how the third party in-kind local match will be tracked and documented for accounting purposes.
	Describe the fair market value of third party in-kind contributions and how the values were determined.
	Include an itemized breakdown by task, consistent with the Cost and Schedule.
	Ensure the in-kind local match amount is consistent with the Grant Application Cover Sheet and Cost and Schedule.

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

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

Task #	Task Title	Third-Party In-Kind Contribution	Name of Third-Party In-Kind Match Provider	Fair Market Value Determination	Fair Market Value or Hourly Rate	Number or Hours	Estimated Cost
<b>Total In-kind Match:</b>							<b>\$0</b>

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

## Local Resolution Checklist

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

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

# Sample Local Resolution

## CITY OF CAN DO RESOLUTION NO. 009-2012

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

1

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

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

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

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

2

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

**APPROVED AND PASSED** this 4th day of October 2021.

3

4

John Doe,  
Chair

**ATTEST:**



Eileen Wright, Executive Director

Caltrans Sustainable Transportation Planning Grant Program

## **APPENDIX D. CALTRANS DISTRICT CONTACT LIST**

# Caltrans Sustainable Transportation Planning Grants District Contact List

DISTRICT	CONTACT	MPO/RTPA
<b>DISTRICT 1</b> 1656 Union Street P.O. Box 3700 Eureka, CA 95502	Tatiana Ahlstrand (707) 684-6884 Email: <a href="mailto:tatiana.ahlstrand@dot.ca.gov">tatiana.ahlstrand@dot.ca.gov</a>	<ul style="list-style-type: none"> <li>Del Norte LTC</li> <li>Humboldt CAOG</li> <li>Lake CCAPC</li> <li>Mendocino COG</li> </ul>
<b>DISTRICT 2</b> 1657 Riverside Drive Redding, CA 96001	Kathy Grah Office:(530) 229-0517 Cell: (530) 782-3152 Email: <a href="mailto:kathy.grah@dot.ca.gov">kathy.grah@dot.ca.gov</a>	<ul style="list-style-type: none"> <li>Lassen CTC</li> <li>Tehama CTC</li> <li>Modoc LTC</li> <li>Trinity CTC</li> <li>Plumas CTC</li> <li>Siskiyou CLTC</li> <li>Shasta RTA</li> </ul>
<b>DISTRICT 3</b> 703 B Street Marysville, CA 95901	<b>Sacramento and Yolo Counties</b> Alex Padilla (916) 798-1218 Email: <a href="mailto:alex.padilla@dot.ca.gov">alex.padilla@dot.ca.gov</a>  <b>Butte, Colusa, Glenn, Sierra, Sutter, and Yuba Counties</b> Gary Arnold (530) 821-8401 Email: <a href="mailto:gary.arnold@dot.ca.gov">gary.arnold@dot.ca.gov</a>  <b>El Dorado, Nevada, Placer, Tahoe Basin</b> Kevin Yount (530) 513-0584 Email: <a href="mailto:kevin.yount@dot.ca.gov">kevin.yount@dot.ca.gov</a>	<ul style="list-style-type: none"> <li>Butte CAG</li> <li>Sierra LTC</li> <li>Colusa CTC</li> <li>Glenn CTC</li> <li>El Dorado CTC</li> <li>Nevada CTC</li> <li>Placer CTPA</li> <li>Sacramento Area COG</li> <li>Tahoe MPO</li> </ul>
<b>DISTRICT 4</b> 111 Grand Avenue P.O. Box 23660 Oakland, CA 94623-0660	Becky Frank (510) 960-0883 Email: <a href="mailto:becky.frank@dot.ca.gov">becky.frank@dot.ca.gov</a>  Stephen Conteh (510) 960-0887 Email: <a href="mailto:stephen.conteh@dot.ca.gov">stephen.conteh@dot.ca.gov</a>	<ul style="list-style-type: none"> <li>Metropolitan Transportation Commission</li> </ul>
<b>DISTRICT 5</b> 50 Higuera Street San Luis Obispo, CA 93401-5415	Hana Mengsteab (805) 835-6520 Email: <a href="mailto:hana.mengsteab@dot.ca.gov">hana.mengsteab@dot.ca.gov</a>	<ul style="list-style-type: none"> <li>Monterey TAMC</li> <li>Santa Cruz CCRTC</li> <li>San Benito COG</li> <li>Association of Monterey County Bay Area Governments</li> <li>Santa Barbara CAG</li> <li>San Luis Obispo COG</li> </ul>
<b>DISTRICT 6</b> 1352 W. Olive Avenue P.O. Box 12616 Fresno, CA 93778-2616	Lorena Mendibles (559) 445-5421 Email: <a href="mailto:lorena.mendibles@dot.ca.gov">lorena.mendibles@dot.ca.gov</a>  Edgar Hernandez (559) 981-7436 Email: <a href="mailto:edgar.hernandez@dot.ca.gov">edgar.hernandez@dot.ca.gov</a>	<ul style="list-style-type: none"> <li>Fresno COG</li> <li>Tulare CAG</li> <li>Kern COG</li> <li>Kings CAG</li> <li>Madera CTC</li> </ul>

## Caltrans Sustainable Transportation Planning Grants District Contact List - continued

DISTRICT	CONTACT	MPO/RTPA
<b>DISTRICT 7</b> 100 S. Main Street Los Angeles, CA 90012	Jonathan Palacio (213) 265-0341 Email: <a href="mailto:jonathan.palacio@dot.ca.gov">jonathan.palacio@dot.ca.gov</a>  Rebecca Sanchez (213) 265-0273 Email: <a href="mailto:rebecca.sanchez@dot.ca.gov">rebecca.sanchez@dot.ca.gov</a>	<ul style="list-style-type: none"> <li>Southern California Association of Governments</li> </ul>
<b>DISTRICT 8</b> 464 W. 4 <sup>th</sup> Street Mail Station 722 San Bernardino, CA 92401	Ricky Rivers (909) 806-3298 Email: <a href="mailto:ricky.rivers@dot.ca.gov">ricky.rivers@dot.ca.gov</a>  Stephanie Gallegos (909) 383-4057 Email: <a href="mailto:stephanie.gallegos@dot.ca.gov">stephanie.gallegos@dot.ca.gov</a>	<ul style="list-style-type: none"> <li>Southern California Association of Governments</li> </ul>
<b>DISTRICT 9</b> 500 S. Main Street Bishop, CA 93514	Mark Heckman (760) 874-8325 Email: <a href="mailto:mark.heckman@dot.ca.gov">mark.heckman@dot.ca.gov</a>	<ul style="list-style-type: none"> <li>Inyo LTC</li> <li>Mono LTC</li> <li>Eastern Kern (COG)</li> </ul>
<b>DISTRICT 10</b> 1976 E. Dr. Martin Luther King Boulevard P.O. Box 2048 Stockton, CA 95201	<b>Mountain Counties</b> Gregoria Ponce (209) 483-7234 Email: <a href="mailto:gregoria.ponce@dot.ca.gov">gregoria.ponce@dot.ca.gov</a>  <b>Merced, San Joaquin, Stanislaus Counties</b> Tom Dumas (209) 941-1921 Email: <a href="mailto:tom.dumas@dot.ca.gov">tom.dumas@dot.ca.gov</a>	<ul style="list-style-type: none"> <li>Alpine County LTC</li> <li>Amador CTC</li> <li>Calaveras COG</li> <li>Mariposa LTC</li> <li>Merced CAG</li> <li>Tuolumne CTC</li> <li>San Joaquin COG</li> <li>Stanislaus COG</li> </ul>
<b>DISTRICT 11</b> 4050 Taylor Street Mail Station 240 San Diego, CA 92110	Omar Flores (619) 985-2124 Email: <a href="mailto:omar.flores@dot.ca.gov">omar.flores@dot.ca.gov</a>  Barby Valentine (619) 987-3580 Email: <a href="mailto:barbara.valentine@dot.ca.gov">barbara.valentine@dot.ca.gov</a>	<ul style="list-style-type: none"> <li>San Diego Association of Governments</li> <li>Southern California Association of Governments</li> </ul>
<b>DISTRICT 12</b> 1750 E. 4 <sup>th</sup> Street Santa Ana, CA 92705	Irene Hou (424) 413-1165 Email: <a href="mailto:irene.hou@dot.ca.gov">irene.hou@dot.ca.gov</a>  Alyssa Murakami (657) 328-6314 Email: <a href="mailto:alyssa.murakami@dot.ca.gov">alyssa.murakami@dot.ca.gov</a>	<ul style="list-style-type: none"> <li>Southern California Association of Governments</li> </ul>



**Attachment 2**  
**STATEMENT OF WORK**

Using funds provided by VCTC, through a Sustainable Transportation Planning Grant from Caltrans, the National Park Service (NPS or Subrecipient) agrees to complete the following work:

**Task 1: Remote Camera + Accessories Acquisition.**

NPS staff will acquire 44 Reconyx remote digital cameras for monitoring wildlife movement, camera accessories, (security boxes, batteries, memory cards).

Task Deliverables: Acquisition of 44 digital cameras and accessories

**Task 2: GPS Collar, Air Time, Trap Transmitter Acquisition.**

NPS staff will acquire GPS collars and associated monthly GPS air time in the following quantities: bobcat (6), coyote (6), gray fox (4), mountain lion (4), deer (including ear tags – 6). NPS staff will acquire 10 trap transmits and associated monthly GPS air time.

Task Deliverables: Acquisition of 26 GPS collars and 6 deer ear tags with GPS air time  
Acquisition of 10 trap transmitters with GPS air time

**Task 3: Remote Camera Placement.**

NPS Staff will place the remote cameras at potential existing wildlife movement areas along U.S. 101 in the Conejo Pass area, including Calleguas Creek, Conejo Creek, Conejo Grade Culvert, Camarillo Springs Road Undercrossing, and at selected locations between the Conejo Grade Culvert and the Conejo Pass Truck Weighing Station.

Task Deliverables: Completed installation of 44 remote wildlife movement cameras.

**Task 4: Animal Capture + GPS Collaring.**

NPS Staff will capture bobcats, coyotes, mountain lions, gray foxes, and deer for GPS collaring.

Task Deliverables: Successful placement of GPS collars on wildlife.

**Task 5: Monitoring of Collared Animals and Remote Cameras**

A. Wildlife Detection and Highway Crossing Point Monitoring

1) The National Park Service will monitor a total of four (4) potential wildlife crossing points along the 101 Freeway between the weigh station at the top of the grade and the Calleguas Creek Underpass. Crossing points include the Conejo Grade Culvert, the Camarillo Springs Road Underpass, the Conejo Creek Underpass, and the Calleguas Creek Underpass. NPS will monitor crossing points using remotely triggered cameras.

2) Cameras will be used to monitor the crossing points, to determine crossing and detection rates at the crossings themselves, as well as in adjacent natural areas in the vicinity of each crossing, to determine which species are in the general area and measure their detection rates. At the crossing points, cameras will be secured in steel containers mounted to crossing walls or on posts near crossings and pointed in the best direction to capture any animals using the crossing. The number of cameras to be placed at each crossing point will vary depending on its

size and complexity. In natural habitat, cameras will be mounted on posts along wildlife trails. Cameras will be checked regularly to download pictures and change batteries and memory cards.

3) Cameras will also be placed in natural areas near the freeway between the Conejo Grade Culvert and the weigh station at the top of the grade, to determine wildlife use of these areas where potential new crossings are being considered.

4) Cameras will be deployed for (at least) one (1) full year to capture the full range of seasonal changes in animal movements, activity, reproduction, and dispersal.

#### B. Wildlife Movement Monitoring

1) NPS will intensively monitor the movements and activities of individual animals to characterize movements and habitat use near the highway, determine frequency of road crossing, and identify potential highway crossing points.

2) NPS will make good faith efforts to trap and radio-collar bobcats, coyotes, mountain lions, gray foxes, and mule deer in the vicinity of 101, specifically in the Conejo Pass Area from the Weigh Station to Camarillo Spring Road. NPS cannot guarantee that it will capture all species, specifically mountain lions, because of their great mobility and low density, but NPS has been successful in catching mountain lions throughout the region in the past. NPS will use remotely downloadable GPS collars for all species, to obtain detailed and highly accurate movement information near the road.

3) GPS location data retrieved from the collars will be used to determine wildlife movement patterns in the vicinity of the road, determine how often animals cross the road to establish a crossing rate for US 101 for different species, map crossing locations, identify important road crossing locations that may not be identified by the road mortality surveys or that fall outside of our monitored crossing points, as well as identify important wildlife habitat adjacent to US 101.

4) This monitoring will also occur during the same timeframe as the camera monitoring, although capture activities are limited to a certain time of year particularly for bobcats, but for other species as well (generally October through mid-February, with July-September also possible) and carnivore capture rates, particularly for mountain lions, can be very unpredictable.

#### Task Deliverables:

- Monitoring of collared wildlife movement for one full year
- Monitoring of cameras for one full year

#### **Task 6: Data Analysis, Report Preparation and Public Outreach**

##### A. Photo Data Compilation:

All photo data will be downloaded and tagged with the species, number of individuals, and direction of travel. It will then be entered into a photo database and reviewed for accuracy.

##### B. Tracking Data Compilation:

Wildlife location data will be downloaded and entered into a database. The location points will be mapped and compared to standard movement patterns and rates for the species to identify and remove any clearly erroneous points.

### C. Public Outreach:

VCTC and NPS will engage with stakeholders and the public through existing communication avenues, such as the goventura.org website, VCTC social media, and the Santa Monica Mountains National Recreation Area social media channels. Presentations and/or communications with interested stakeholder groups will also take place, such as to/through the VCTC Transportation Technical Advisory Committee (TTAC), Ventura County Open Space Roundtable, Santa Monica Mountains Conservancy, and other interested parties. Outreach to any disadvantaged communities in the project area and Native American Tribal Governments will also be an area of focus. Deliverables will include a project Fact Sheet (English and Spanish), Executive Summary of the Final Report (English and Spanish), and presentation materials for sharing project information and results in both online and in-person formats. In addition, as discussed in the grant application narrative, disadvantaged communities, including Native American Tribal Governments nearby, will be informed should the study results recommend wildlife overpasses, underpasses, culverts, etc. Outreach methods include sending letters to leaders of tribal governments, following up with emails, and/or phone calls to ensure that their comments are included in the process.

D. Analysis of Data: Once all data collection has been completed and the data have been reviewed for accuracy, NPS will analyze all of the data for the final report, including monitoring information from all three components (crossing points, vicinity cameras, and animal movements).

### E. Final Report:

NPS will provide a final report (Contract Close-Out report) to Caltrans about the findings from the work after the conclusion of analysis of collected data. The final report will follow the outline of a scientific paper and will include a relevant discussion and conclusions regarding the impacts of this section of US101 on wildlife connectivity and recommendations for potential crossing points. A public outreach summary will provide documentation of public outreach to disadvantaged communities and Native American Tribal Governments for their input.

### Task Deliverables:

- Completed remote camera photo database file
- Completed GPS tracking database file
- Final Report

**Attachment 3**

**VCTC Disadvantaged Business Enterprises Goal & Policy**

**Attachment 4**  
**Standard Form LLL Disclosure of Lobbying Activities**

# DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> :  <b>Congressional District, if known:</b> 4c	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, <i>if applicable</i> : _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.