

STAFF REPORT



MEETING DATE:	6/28/11
SUBJECT:	Sustainable Communities Planning Grant Agreement; Master Services Agreement (MSA) with VESTRA Resources for Technical Geographic Information Services (GIS) related to Sustainable Communities Strategy (SCS) development.
AGENDA ITEM:	4-5
STAFF CONTACT:	Daniel Wayne

SUMMARY:

SCS planning requires extensive GIS data development and analysis. A \$300,000 Proposition 84 grant was awarded to the agency for this purpose. The attached state grant contract must be completed before work can begin and expenses can be invoiced. VESTRA Resources was selected to perform GIS-related portions of the work scope. The attached MSA for \$215,000 must be completed for consultant work to begin work.

STAFF RECOMMENDATION:

It is recommended that the board:

1. Authorize the chair to execute a Sustainable Communities grant agreement for \$300,000 (attached); and
2. Authorize the executive director to execute an MSA with Vestra Resources (attached) not to exceed \$215,000 for technical GIS services related to SCS development.

DISCUSSION:

The agency must add an SCS chapter to the next Regional Transportation Plan update. A Proposition 84-funded Sustainable Communities Planning Grant was awarded to the agency to undertake various planning and technical tasks required to complete the SCS. The attached grant contract agreement must be executed before work can begin.

GIS-related technical work tasks require specialized consultant services. Two local firms are pre-qualified by the California Department of General Services (based on technical capability and lowest fees) and are under the state's GIS contract. Proposals were received from both firms and evaluated by staff. VESTRA Resources was selected based on technical approach, the agency's prior experience working with the firm, and the value of services provided for the proposed fee.

It is recommended that the agency piggy-back on the state's MSA with VESTRA by authorizing the executive director to complete Standard Form 213 (attached). Because firms must aggressively price their services to be awarded an MSA, the agency is billed at a substantially lower rate than if the agency were to contract directly with VESTRA Resources.

ALTERNATIVES:

The board may choose not to execute the Sustainable Communities Planning Grant agreement. This is not recommended as tasks described therein are central to the agencies SCS planning strategy.

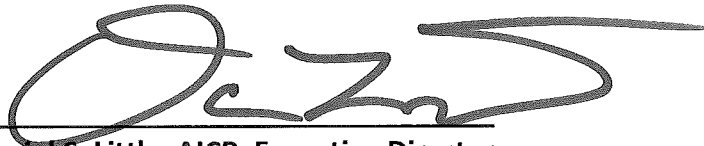
The board may choose not to authorize the MSA for GIS-related technical services. This is not recommended as tasks described therein are needed to meet grant obligations and are central to the agencies SCS planning strategy.

OTHER AGENCY INVOLVEMENT:

The Technical Advisory Committee (TAC) concurs with the staff recommendation.

FINANCING:

Financing for this effort is provided via a \$300,000 Proposition 84 Sustainable Communities grant. The MSA with VESTRA Resources will not exceed \$215,000. No local match is required.

A handwritten signature in black ink, appearing to read 'D. Little', written over a horizontal line.

Daniel S. Little, AICP, Executive Director

Attachment: Sustainable Communities Planning Grant Agreement
MSA for GIS-related Services

DOC-6
(NEW 2-20-01)

State of California - The Resources Agency
DEPARTMENT OF CONSERVATION
GRANT AGREEMENT

GRANTEE: *Shasta County RTPA*

PROGRAM: Department of Conservation, Division of Land
Resource Protection, Sustainable Communities Planning
Grant and Incentives Program

GRANT NUMBER: 3010-538

AM. NO.:

MAXIMUM AMOUNT OF THIS GRANT: **\$300,000.00**

The Department and the Grantee hereby agree to the following:

(1) This Grant Agreement specifies the terms and conditions for funding a project update as awarded by the Strategic Growth Council. This grant has been awarded as a result of a proposal received in response to the Program's *Sustainable Communities Planning Grant and Incentives Program Request for Proposals*, dated July 2, 2010. Project Title: Shasta County BETA-SCS & Regional GIS/Climate Change Accountability Platform.

(2) The grant term shall begin on the date upon which both parties have signed this Grant Agreement and end three years later.

(3) The Terms and Conditions of this Agreement, including the Grant Summary, Work Plan and Schedule of Deliverables at Exhibit A, Detailed Budget and Payment Provisions at Exhibit B, Certificate of Insurance Coverage at Exhibit C, Certification of Compliance at Exhibit D are hereby made part of and incorporated into this Agreement.

(4) The amount of this Grant Agreement shall not exceed \$300,000.

STATE OF CALIFORNIA
DEPARTMENT OF CONSERVATION

Shasta County RTPA
GRANTEE

AUTHORIZED SIGNATURE

DATE

John M. Lowrie, Program Manager

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

DATE

PRINTED NAME AND TITLE

CERTIFICATE OF FUNDING

AMOUNT ENCUMBERED
BY THIS DOCUMENT

\$300,000.00

PROGRAM/CATEGORY
(CODE AND TITLE)

SGC-SCPGIP

FUND TITLE

6051-Prop 84-The Safe Drinking Water, Water
Quality and Supply Flood Control, River and
Coastal Protection Bond Act of 2006

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT

\$0.00

INDEX NUMBER

3200

PCA NUMBER

FY 10/11 36138 - \$300,000

TOTAL AMOUNT ENCUMBERED TO DATE

\$300,000.00

Item
3480-101-6051: \$

CHAPTER
712

STATUTE
2010

FISCAL YEAR
2010-11

OBJECT OF EXPENDITURE (CODE AND TITLE)

702.21

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT BUDGETED FUNDS ARE AVAILABLE FOR THE PERIOD AND PURPOSE OF THE EXPENDITURE STATED ABOVE.

SIGNATURE OF ACCOUNTING OFFICER

DATE

T.B.A. No.

B.R. No.

☐ GRANTEE ☐ DEPARTMENT OF CONSERVATION ☐ CONTROLLER

Grant Agreement Cover Sheet

GRANT AGREEMENT

This grant agreement (Grant Agreement) is entered into by and between the California Department of Conservation, Division of Land Resource Protection, (DEPARTMENT), the administrative agent for the Strategic Growth Council (COUNCIL), and the Shasta County Regional Transportation Planning Agency (RTPA) (collectively PARTIES).

RECITALS

WHEREAS, Public Resources Code sections 75127, 75128, 75129 authorize the DEPARTMENT to develop and the COUNCIL to approve a program and associated guidelines for funding the creation of sustainable community plans, which encompasses planning programs and projects described in the Sustainable Communities Planning Grant Program Guidelines.

WHEREAS, The Sustainable Communities Planning Grant Program subsequently approved by the Council and developed by the Department is funded by Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006. Proposition 84 added Division 43 to the Public Resources Code, Chapter 9, Sustainable Communities and Climate Change Reduction, Public Resources code section 75065(a), which authorizes the Legislature to appropriate \$90 million for planning grants and planning incentives that reduce energy consumption, conserve water, improve air and water quality, and provide other community benefits.

WHEREAS, the DEPARTMENT has received and reviewed GRANTEE'S application, which included a detailed budget, specifications, and work plan in conformance with existing Sustainable Community Planning Grant Guidelines dated April 22, 2010, and approved by the COUNCIL for purposes of implementing a funding program by the Department on December 3rd, 2010.

WHEREAS, the COUNCIL has reviewed all relevant documents, including those required documents necessary to comply with all existing laws and regulations and has approved the funding subject to this Grant Agreement.

WHEREAS, the DEPARTMENT and the GRANTEE now desire to enter into this Agreement for \$300,000 to be expended on the creation of the sustainable community plan described in this Grant Agreement and the exhibits which are incorporated in and attached to it.

NOW THEREFORE, the Parties agree as follows:

DEFINITIONS

1. The term "Act" means Proposition 84, the California Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006.

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2. The term “Application” means the individual application form, its required attachments for grants pursuant to the enabling legislation and/or program and any applicable materials supplied by applicant to the Department prior to award.
3. The term “Application Guidelines” means the Sustainable Planning Grant Program Guidelines Developed by the DEPARTMENT and approved by the COUNCIL on April 22, 2010.
4. The term “Grant” or “Grant Funds” means the money provided by the COUNCIL to the Grantee in this Grant Agreement.
5. The term "Project" means the sustainable community plan to be developed by GRANTEE and described in the Application and exhibits incorporated in and attached to this Grant Agreement.
6. The term “Project Budget” means the State approved cost estimate included as Exhibit A to this Agreement.
7. The term “Project Scope” means the description or activity of work to be accomplished by the GRANTEE as further described in Exhibit B.
8. The term “Public Agency” means any State of California department or agency, a county, city, public district or public agency formed under California law.

GENERAL TERMS

1. The purpose of this Grant Agreement is to fund work outlined in the GRANTEE’S submitted Work Plan and Budget, included in and attached to this Agreement as Exhibits A and B.
2. This Grant Agreement becomes effective when executed by both PARTIES. GRANTEE shall not commence performance until the Agreement is signed and fully executed by the DEPARTMENT on behalf of the COUNCIL.
3. The date the Grant Agreement is fully executed by the DEPARTMENT on behalf of the COUNCIL constitutes the Grant Start Date. The term of this Agreement shall begin at the time of such execution and end three (3) years after the Grant Start Date, which constitutes the Grant End Date.
4. The signatories certify that they are authorized to act on behalf of the PARTIES in approving and executing this Grant Agreement. The signatory for the GRANTEE further certifies that, to the extent necessary, the Board of Directors or Board of Supervisors for the GRANTEE has endorsed GRANTEE'S receipt of grant funds pursuant to this Grant Agreement and performance of activities and expenditure of funds in a manner consistent with the Grant Summary, Work Plan and Schedule of Deliverables, the Detailed Budget and Payment Provisions, General Terms and Conditions, Special Terms and Conditions and Certificates of Insurance Coverage, which are attached to this Grant Agreement as Exhibits A-E.
5. The Parties agree that the DEPARTMENT shall act as grant manager and administer this Grant Agreement on behalf of the COUNCIL.

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6. The DEPARTMENT will, on behalf of the COUNCIL, monitor grant progress and review and approve invoices and other documents delivered to the DEPARTMENT in accordance with the project cost terms in this Grant Agreement. .
7. All official communication from the GRANTEE to the DEPARTMENT shall be directed to:
Department of Conservation, Division of Land Resource Protection, 801 K Street, MS 18-01,
Sacramento, CA 95814 SGCSustainablecommunities@conservation.ca.gov

PROJECT EXECUTION AND SCOPE

1. Subject to the availability of funds in the Act, the DEPARTMENT hereby grants to the GRANTEE a sum of money (Grant Funds) not to exceed \$300,000 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of Project in this Grant Agreement and its attachments and under the terms and conditions set forth in this Grant Agreement.
2. GRANTEE shall furnish any and all additional funds that may be necessary to complete the Project.
3. GRANTEE shall complete the Project in accordance with the Grant End Date, unless an extension has been formally granted by the DEPARTMENT and under the terms and conditions of this Grant Agreement. Extensions may be requested in advance and will be considered by DEPARTMENT, at its sole discretion, in the event of circumstances beyond the control of the GRANTEE, but in no event beyond June 30, 2014.
4. GRANTEE shall at all times ensure that Project complies with all state and local laws, including, and to the extent applicable the California Environmental Quality Act.
5. GRANTEE shall provide incremental status reports and component deliverables in accordance with the approved Project Scope as provided in Exhibit A.
6. The terms and conditions of this Grant Agreement, its attachments and exhibits constitute and contain the entire Grant Agreement and understanding between the PARTIES, and may not be contradicted by evidence of any prior or contemporaneous oral agreement.

MODIFICATIONS AND AMENDMENTS

1. No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, agreed to and signed by both PARTIES.
2. Any request by the GRANTEE for amendments must be in writing stating the amendment request and reason for the request. The GRANTEE shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.
3. Changes to budget line item revisions of less than \$1,000, minor task modifications, and staff adjustments do not require amendment of the Agreement. However, the GRANTEE shall obtain prior

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written approval from the Grant Manager before making such changes. All change requests shall be made in writing and include a description of the proposed change and the reasons for the change.

4. GRANTEE agrees to submit in writing to the DEPARTMENT for prior approval any deviation from the original Project Scope per Exhibit A. Changes in Project Scope must continue to meet the need cited in the original Application or they will not be approved. Any modification or alteration in the Project as set forth in the Application on file with the DEPARTMENT must be submitted to the DEPARTMENT for approval. At the discretion of the Department any modification or alteration in the Project must also comply with all current laws and regulations.

PROJECT COSTS AND ADMINISTRATION

1. Except as otherwise provided, the GRANTEE shall expend Grant Funds in the manner described in the Exhibit A as approved by the DEPARTMENT. The total dollars of a category in the Project Budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by the DEPARTMENT. However, the GRANTEE shall notify the DEPARTMENT in writing when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved in writing by the DEPARTMENT. In any event, the total amount of the Grant Funds may not be increased, nor may any adjustments exceed the limits for preliminary costs as described in the Application Guidelines.

2. Only direct costs are reimbursable under this contract. Indirect costs, including salaries and benefits of employees not directly assigned to the Project, and organizational functions, such as personnel, business services, information technology, salaries of supervisors or managers (not directly assigned to the Project), and overhead, such as rent, and utilities, shall not be reimbursable.

3. All costs charged against the grant shall be net of all applicable credits. The term “applicable credits” refers to those receipts or reductions of expenditures that operate to offset or reduce expense items that are reimbursable under this Agreement. Applicable credits may include, but are not necessarily limited to, rebates or allowances, discounts, credits toward subsequent purchases, and refunds. GRANTEE shall, where possible, deduct the amount of the credit from the amount billed as reimbursement for the cost, or shall deduct the amount of the credit from the total billed under a future invoice.

4. GRANTEE shall make work product acquired or developed pursuant to this Grant Agreement available for inspection upon request by the DEPARTMENT.

5. GRANTEE agrees to use any Grant Funds advanced by the DEPARTMENT under the terms of this Grant Agreement solely for the Project herein described.

6. If Grant Funds are advanced, the GRANTEE shall place these Funds in a separate interest bearing account, setting up and identifying such account prior to the advance. Interest earned on Grant Funds shall be used on the Project, as approved by the DEPARTMENT. The grant will be reduced by a corresponding amount. Any overpayment of Grant Funds in excess of final Project costs shall be returned to the DEPARTMENT within sixty (60) days of completion of the Project or the end of the Project Performance Period as shown on the signature page, whichever is earlier.

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7. GRANTEE shall use any income earned by the GRANTEE from use of the Project to further Project purposes, or, if approved by the DEPARTMENT, for related purposes within the jurisdiction.
8. GRANTEE must report to the DEPARTMENT all sources of other funds for the Project.

FINANCIAL RECORDS

1. GRANTEE shall maintain satisfactory financial accounts, documents and records for the Project and to make them available to the DEPARTMENT for auditing at reasonable times. GRANTEE shall also retain such financial accounts, documents and records for three (3) years after final payment and one (1) year following an audit.
2. GRANTEE agrees that during regular office hours, the DEPARTMENT and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Grant Agreement or matters related thereto. GRANTEE shall maintain and make available for inspection by the DEPARTMENT accurate records of all of its costs, disbursements and receipts with respect to its activities under this Grant Agreement.
3. GRANTEE shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.
4. GRANTEE shall maintain adequate supporting documentation in such detail so as to provide an audit trail of receipts, expenditures and disbursements. GRANTEE'S records will permit tracing transactions from support documentation to the accounting records to financial reports and billings. Such documentation shall include proof of all match contributions, including identification of the source of each and every such contribution, and may include, but shall not necessarily be limited to, subsidiary ledgers, payroll records, vendor invoices, canceled checks, bank or other financial account records, consultant contracts and billings, volunteer rosters and work logs, and lease or rental agreements. Such documentation shall be readily available for inspection, review and/or audit by the Grant Manager or other representatives of the State.
5. Subcontractor(s) employed by the GRANTEE and paid with moneys under the terms of this Grant Agreement, shall be responsible for maintaining accounting records as specified above.

PROJECT RECORDS

1. GRANTEE shall establish an official file for the Project. The file shall contain documentation of all actions taken regarding this grant.
2. GRANTEE shall establish separate ledger accounts for receipt and expenditure of grant funds and maintain expenditure detail in accordance with the approved budget detail and the Financial Records section of this Grant Agreement.

REQUIRED REPORTS

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1. The Grantee shall submit to the Grant Manager Quarterly Status Reports, Annual Status Reports and a Final Report . The Department shall provide report forms. Reports shall be submitted on or before the dates specified in the Work Plan and Schedule of Deliverables at Exhibit A.
2. Failure to comply with the reporting requirements specified above shall constitute a breach of this Grant Agreement and may result in the DEPARTMENT taking action necessary to enforce the grant agreement.
3. As referenced in the Guidelines to the application process, part of the reporting requirement necessitates reporting leveraged funds for each invoice. Refer to Exhibit B, budget, (with in-kind and/or cash match). Explain how the Act's funds have been leveraged with your "match." The purpose is to document and report the total cost of each planning process.

DOCUMENTATION OF TIME SPENT

1. GRANTEE shall maintain reports or other detailed records (e.g., activity logs or timesheets) documenting time spent by each employee, agent, or contractor whose work in support of this Grant Agreement is billed under the Agreement. Records used to meet this requirement shall identify the individual performing the work, the date on which the work was performed, the specific grant-related activities or tasks and deliverables to which the individual's time was devoted, and the amount of time spent. Such records shall reflect actual time spent, rather than that which was planned or budgeted.
2. Submitted time sheets must contain the signature of both the GRANTEE grants administrator and the person who manages the grants administrator (supervisor or appropriate contract official).

COPIES OF DATA, PLANS AND SPECIFICATIONS

3. The GRANTEE shall, at the request of the DEPARTMENT or as specifically directed in the Grant Summary at Exhibit A, provide the DEPARTMENT with copies of any data, design plans, specifications, maps, photographs, negatives, audio and video productions, films, recordings, reports, findings, recommendations and memoranda of every description or any part thereof, prepared or used in the preparation of the Project funded by this Grant Agreement.
4. All departments within the State of California shall have the right to copy and distribute said copies in any manner when and where it may determine without any claim on the part of the Grantee, its vendors or subcontractors to any additional compensation.

COMPETITIVE BID REQUIREMENTS

1. GRANTEE shall maintain documentation of its normal procurement policy and competitive bid process used. This competitive bid requirement may be waived upon GRANTEE certification and grantor approval that due to the unique nature of the goods or services a sole source purchase is justified. Failure to comply with competitive bid requirements may result in the DEPARTMENT disallowing reimbursement of some portion or all of the related costs and/or other remedies for breach of contract.

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INVOICING

1. Invoices shall be submitted on a quarterly basis, unless an alternate schedule is agreed upon by both parties. An invoice form will be provided to the GRANTEE, which must be used to submit any and all invoices.
2. All invoices must be submitted in triplicate, with an original and two additional copies, listing the grant and invoice numbers. The copies may be double-sided. The original invoice must have an original authorized signature.
3. In accordance with the Grant Guidelines, fifteen percent (15%) of the amounts submitted for reimbursement will be withheld and issued as a final payment upon agreement completion, at the sole discretion of the state. All expenditures must be itemized on the invoice form. This should include reimbursable costs and any in-kind or cash expenditures.
4. For each expenditure of \$500 or more, copies of supporting documentation (time sheets, payroll stubs, bids, receipts, canceled checks, sole source justification, etc.) must be submitted with the invoice. Original supporting documents are not required and should be retained by the GRANTEE for record keeping and audit purposes.
5. Invoices are to be sequentially numbered starting from one and must tie to budget line items in the approved Budget at Exhibit B. Invoices must be signed by the person who signed the Agreement or his/her authorized designee. Designees must be authorized in writing and filed with the DEPARTMENT.
6. Individuals funded by this grant cannot sign invoices. If there is a question as to the authority of the signer, which cannot be resolved to the satisfaction of the DEPARTMENT, the invoice will not be paid.
7. Each invoice is subject to approval by the Grant Manager and DEPARTMENT Management, and possible audit by the Accounting Office and the State Controller before payment may be disbursed. If an invoice is questioned by the DEPARTMENT, the Grant Manager shall contact the GRANTEE within thirty (30) working days of receipt of the invoice. Undisputed invoices take approximately six (6) weeks for payment.
8. Mail an original signed invoice, with all support documentation and match certification forms, and two (2) copies of everything, to the following address:

Department of Conservation
Division of Land Resource Protection
Attn: SCPGIP Grant Administrator
801 K Street, MS 18-01
Sacramento, CA 95814

PAYMENT

1. Except as otherwise provided herein, payments shall be made to GRANTEE no more than once every sixty (60) calendar days in arrears for actual costs authorized in the Budget at Exhibit B of this

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Grant Agreement and incurred during the grant term. Payment will be made upon evidence of satisfactory progress, as determined by the Grant Manager. Such evidence shall consist of written progress reports, phased and incremental work-product production, and other documentation evidencing performance, as provided for in this Grant Agreement.

2. Final payment will be made only after completion, to the DEPARTMENT'S satisfaction, of objectives, work and activities identified in Exhibit A, including timely receipt of all required reports including the Final Report, and in accordance with the Invoicing and Discharge provisions of this Grant Agreement. The Department will not reimburse costs incurred after the Grant End Date.
3. Only those items identified in the Budget are eligible for reimbursement. Any changes to the Budget must be approved by the Grant Manager before an expenditure for that item is made. Under no circumstances shall the Grantee seek reimbursement pursuant to this Agreement for a cost that has been or will be paid through another funding source.

TRAVEL

1. Reimbursement of travel is not permitted unless expressly provided in the approved Budget at Exhibit B. Travel by private or GRANTEE-owned automobile, necessary for the performance of this Grant Agreement, shall be reimbursed at no more than .51 cents per mile. GRANTEE shall maintain detailed travel records showing the date and purpose of grant-related travel, destination and, in the case of travel by automobile, vehicle license number and number of miles driven.

DISCHARGE OF GRANT OBLIGATIONS

1. The GRANTEE'S obligations under this Agreement shall be deemed discharged only upon acceptance of the Final Report by the DEPARTMENT. The final report will attach and incorporate all work-product generated by the Grant Funds including the Final Sustainable Community Plan produced by the GRANTEE. The GRANTEE'S Board of Directors or Board of Supervisors shall adopt and certify as accurate the Final Plan Report prior to its submission to the DEPARTMENT.
2. GRANTEE shall submit all documentation for Project completion and final reimbursement within ninety (90) days of Project completion, but in no event any later than September 30, 2014.
3. Final payment is contingent upon DEPARTMENT'S verification that the Project is consistent with Project Scope as described in Exhibit A, together with any DEPARTMENT approved amendments.

TERMINATION

1. If the DEPARTMENT or the COUNCIL terminates the Grant Agreement without cause prior to the end of the Project Performance Period, the GRANTEE shall take all reasonable measures to prevent further costs to the DEPARTMENT under this Grant Agreement. The DEPARTMENT shall be responsible for any reasonable and non-cancelable obligations incurred by the GRANTEE in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.

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1. If the GRANTEE fails to complete the Project in accordance with this Grant Agreement, or fails to fulfill any other obligations of this Agreement prior to the termination date, the GRANTEE shall be liable for immediate repayment to the DEPARTMENT of all amounts disbursed by the DEPARTMENT under this Grant Agreement, plus accrued interest and any further costs related to the Project. The DEPARTMENT may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.
3. Failure by the GRANTEE to comply with the terms of this Agreement or any other related obligation may be cause for suspension of all obligations of the DEPARTMENT hereunder.
4. Failure of the GRANTEE to comply with the terms of this Grant Agreement shall not be cause for suspending all obligations of the DEPARTMENT if, in the judgment of the DEPARTMENT, such failure was due to no fault of the GRANTEE. At the discretion of the DEPARTMENT, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Grant Agreement.
5. Either PARTY shall have the right to terminate this Grant Agreement at any time upon thirty (30) days written notice to the other. In the case of such “early” or “discretionary” termination by GRANTEE, defined as termination occurring before full performance of all objectives and activities described in the Grant Summary and authorized for funding herein, the DEPARTMENT will be entitled to seek full reimbursement for all costs and payments made on the Grant Agreement.
6. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the DEPARTMENT’S Program, as determined at the discretion of the DEPARTMENT, this Grant Agreement shall be terminated. In this event, the DEPARTMENT shall have no liability to pay any funds whatsoever to GRANTEE or to furnish any other consideration under this Agreement to GRANTEE beyond the date of written notice of termination under this provision to the GRANTEE.
7. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of funding this grant program, the DEPARTMENT shall have the option to either: cancel this Grant Agreement with no liability occurring to the STRATEGIC GROWTH COUNCIL or the DEPARTMENT, or offer an Agreement Amendment to GRANTEE to reflect a reduced amount.
8. Further, if the STRATEGIC GROWTH COUNCIL or the DEPARTMENT is unable to secure adequate funds through municipal bond sales or not able to secure the authorization to utilize such funds by the appropriate agencies, this GRANT AGREEMENT shall be terminated.

STOP WORK

1. Immediately upon receiving a written notice from the STRATEGIC GROWTH COUNCIL or the DEPARTMENT to stop work, the GRANTEE shall cease all work under this Grant Agreement.

PERFORMANCE OF SUBCONTRACTORS:

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1. The GRANTEE shall be entitled to make use of its own staff and such subcontractor(s) as are mutually acceptable to the GRANTEE and the DEPARTMENT. All subcontractor(s) specifically identified in the Grant Summary, and any subsequent grant documents, are considered to be acceptable to the DEPARTMENT. Any change in subcontractor(s) or change as to how the GRANTEE intends to use the services of a subcontractor shall require a formal amendment of this Grant Agreement. All approved subcontractors shall be managed by GRANTEE subject to the terms and conditions of this Agreement. Neither the DEPARTMENT nor the State is liable or in any way responsible for, nor will it indemnify, subcontractors.
2. Nothing contained in this Grant Agreement shall create any contractual relation between the DEPARTMENT and any subcontractors and no subcontract shall relieve GRANTEE of its responsibilities and obligations under the terms of this Grant Agreement. GRANTEE agrees to be fully responsible to the DEPARTMENT for the acts and omissions of its staff, subcontractors and of persons either directly or indirectly employed by them. GRANTEE'S obligation to pay its subcontractors is an independent obligation from the DEPARTMENT'S obligation to make payments to GRANTEE.
3. GRANTEE shall manage and hereby accepts responsibility for the performance of all subcontracts arising out of or in connection with this Agreement. GRANTEE shall monitor subcontractor's performance of the terms and conditions set forth herein by providing sufficient staffing resources for the length of the project. Subcontractor communications with the Department shall be coordinated through the grantee's principal staff. GRANTEE and its subcontractors shall conduct all work consistent with professional standards for the industry and type of work being performed under the Agreement. The Grant Manager, without waiver of other rights or remedies, may require GRANTEE to re-perform any of said services not performed in accordance with these standards. Costs and expenses for defective services, for failure to meet the terms and conditions of the Agreement or for any redundancy that occurs due to inadequate subcontractor services shall be borne by GRANTEE.

DISPUTE RESOLUTION

In the event of a dispute, the GRANTEE shall provide written notice of the particulars of such dispute to: Assistant Director, Division of Land Resource Protection, Department of Conservation, 801 K Street, MS 18-01, Sacramento, CA 95814. Such written notice must contain the grant number. Within fifteen (15) days of receipt of such notice, the Assistant Director or the Assistant Director's designee shall advise the GRANTEE of his or her findings and a recommended means of resolving the dispute.

PUBLICITY AND ACKNOWLEDGMENT

1. The Grantee agrees that it will acknowledge the STRATEGIC GROWTH COUNCIL'S support whenever activities or projects funded, in whole or in part, by this Grant Agreement are publicized in any news media, brochures, articles, seminars or other type of promotional material. The GRANTEE shall also include in any publication resulting from work performed under this grant an acknowledgment substantially as follows:

"The work upon which this publication is based was funded in whole or in part through a grant awarded by the Strategic Growth Council."

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2. The GRANTEE shall place the following notice, preceding the text, on draft reports, on the final report, and on any other report or publication resulting from work performed under this Agreement:

“Disclaimer

The statements and conclusions of this report are those of the GRANTEE and/or Subcontractor and not necessarily those of the Strategic Growth Council or of the Department of Conservation, or its employees. The Strategic Growth Council and the Department make no warranties, express or implied, and assume no liability for the information contained in the succeeding text.”

3. Before any materials or other publications funded in whole or in part pursuant to this Grant Agreement are published, GRANTEE shall provide the DEPARTMENT with an opportunity to review any and all references to the STRATEGIC GROWTH COUNCIL or the DEPARTMENT or the programs and laws that it administers in such materials and publications.

CONFLICT OF INTEREST

1. GRANTEE shall act in accordance with the fiduciary duty attached to the receipt and expenditure of grant moneys intended to benefit the public. Consistent with that fiduciary duty and the public trust from which it flows, GRANTEE shall ensure the proper expenditure of all grant moneys for which reimbursement is sought pursuant to this Grant Agreement.

2. All expenditures for which reimbursement pursuant to this Grant Agreement is sought shall be the result of arm's length transactions and not the result of, or motivated by, self-dealing on the part of the GRANTEE or any employee or agent of the GRANTEE. For purposes of this provision, “arm's length transactions” are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. “Self-dealing” is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant moneys are to be expended. Nothing in this agreement absolves the grantee from complying with California Govt. Code section 1090 or any other law.

INDEMNITY AND HOLD HARMLESS

1. GRANTEE waives all claims and recourses against the DEPARTMENT, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of DEPARTMENT, its officers, agents and employees.

2. GRANTEE shall indemnify, hold harmless and defend DEPARTMENT, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Project, demands or causes of action arise under Government Code or otherwise, including but not limited to items to which the Grantee has certified or approved, except for liability arising out of the gross negligence of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

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3. GRANTEE and DEPARTMENT agree that in the event of judgment entered against the DEPARTMENT and GRANTEE because of the gross negligence of the DEPARTMENT and GRANTEE, their officers, agents or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

NONDISCRIMINATION

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave in the use of any property or facility acquired or developed pursuant to this Agreement.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. The completed Project shall be considered a public record.

INCORPORATION

1. The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the DEPARTMENT are hereby incorporated by reference into this Grant Agreement as though set forth in full in this Grant Agreement.
2. Exhibits A-D are attached to this Grant Agreement and incorporated by reference into it as though set forth in full.

SEVERABILITY

1. If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

WAIVER

1. No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different or subsequent breach by either party.

ASSIGNMENT

1. The GRANTEE may assign its interest in and responsibilities under this Grant Agreement either in whole or in part only with the written consent of the DEPARTMENT.

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AUDIT REQUIREMENTS

1. Sustainable Community Planning Grant Projects are subject to audit by the DEPARTMENT annually and for three (3) years following the final payment of Grant Funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the Grant Funds were granted.
2. The GRANTEE agrees that the DEPARTMENT and its representatives, including, but not limited to, the DEPARTMENT, the State Controller's Office and the State Auditor, shall have an absolute right of access to, and right to review and copy, all of the GRANTEE'S records pertaining to this Grant Agreement and to conduct reviews and/or audits related to this grant. GRANTEE shall, for the purpose of any such review or audit, retain and provide access to all records related to this grant including, but not necessarily limited to, those records specified above. GRANTEE shall also provide access to and allow interview of any employees who might reasonably have information related to such records. Such access to employees and records shall be provided during normal business hours throughout the grant term and for at least three years after the final payment is disbursed pursuant to this Grant Agreement, or until completion of any action and resolution of all issues which may arise as a result of any audit or review of such records, whichever is later.

GOVERNING LAW/LOCUS

1. This Agreement is governed by, and shall be interpreted in accordance with the laws of the State of California. For the purpose of any litigation related to and/or challenging any aspect of this Grant Agreement or performance there under, the locus is Sacramento, California.

INSURANCE COVERAGE

1. The GRANTEE shall obtain and keep in force for the term of this Agreement, and require its subcontractors to obtain and keep in force, the following insurance policies that cover any acts or omissions of the GRANTEE, or its employees engaged in the provision of services or performance of activities funded pursuant to and specified in this Agreement:
 - a. Worker's Compensation Insurance in accordance with the statutory requirement of the State of California.
 - b. Commercial general liability insurance in the amount of \$1,000,000 per occurrence and aggregate for bodily injury and property damage.
 - c. Automobile liability in the amount of \$1,000,000 for each accident for owned or non-owned or hired vehicles, whichever is applicable.
2. The GRANTEE shall name the State of California, its officers, agents, employees and servants as additional insured parties for all insurance required and is responsible for guaranteeing that a copy of each Certificate of Insurance is submitted to the DEPARTMENT within thirty (30) days of grant signature.
3. The certificate of insurance shall state a limit of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined.

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4. The GRANTEE shall notify the DEPARTMENT prior to any insurance policy cancellation or substantial change of policy.

GRANTEE NOT AN AGENT OF THE STATE

1. GRANTEE agrees that it, and its agents and employees shall act in an independent capacity and are not as officers or employees or agents of the State of California, the STRATEGIC GROWTH COUNCIL or the DEPARTMENT.

TIMELINESS

1. Time is of the essence in the performance of this Agreement. Grantee is required to begin implementation of this Agreement as soon as possible following its execution and shall abide by the Grant Summary, Work Plan, and Schedule of Deliverables at Exhibit A. Grantee shall not incur costs pursuant to this Agreement past the Grant End Date.

CERTIFICATION CLAUSES

1. The Grantee hereby certifies its compliance with all applicable requirements contained in the Grantee Certification of Compliance at Exhibit D of this Agreement.

BREACH OF CONDITIONS/REMEDY FOR DEFAULT

1. In the event of GRANTEE'S breach of any conditions or terms of this Grant Agreement, the DEPARTMENT will give written notice to the GRANTEE, describing the breach. Notice shall be deemed given when deposited in the U.S. Post office, postage prepaid, addressed to GRANTEE, or by personal delivery to GRANTEE'S place of business. If GRANTEE does not, within thirty (30) days after the notice is given, (1) cure the breach described in the DEPARTMENT'S notice or (2) if the breach is not curable within thirty (30) days, commence to cure the breach, then Grantee shall be in default under this Agreement.
2. In the event of a default under this Grant Agreement, the STRATEGIC GROWTH COUNCIL and the DEPARTMENT shall be entitled to all remedies available at law including, but not limited to, termination of the Grant Agreement, withholding of amounts billed and/or recovery of funds disbursed and equipment purchased pursuant to the Grant Agreement. GRANTEE may appeal such action by filing a dispute pursuant to the Dispute Resolution portion of this Agreement.

ATTACHED EXHIBITS

- A: Grant Summary, Work Plan and Schedule of Deliverables
- B: Detailed Budget and Payment Provisions
- C. Certification of Compliance

Attachment A – Work Plan and Schedule of Deliverables

STRATEGIC GROWTH COUNCIL/Department of Conservation, Administrator – Sustainable Communities Planning Grant Award

Grantee: Shasta County Regional Transportation Planning Agency Grant Number : *(leave blank)*

Project Objectives: Implement Shasta County Regional Blueprint via Sustainable Communities Strategy (SCS) planning process

High Level Activities/Milestones/Deliverables	Responsible Parties	Schedule of Deliverables (Months from Start. Start year: 2011)
TASK #1: GIS-BASED SPATIAL ANALYSIS (used to develop an objective, GIS data-driven first-cut/sketch-up of the SCS and to engage local agencies)		
1. <u>Develop 'Neighborhood Dynamic Scale' (NeDS)</u> a) Contract with consultant b) Final methodology, data collection, and application/analysis c) NeDS analysis and findings memo	a) SCRTPA b) Consultant, SCRTPA c) Consultant	1 month from grant award, 6 months to complete 1 month from grant award, 3 months to complete
2. <u>Phase 2 development of 'Mobility Assessment Tool' (MAT)</u> a) Contract with consultant b) Non-motorized network integration c) MAT analysis and findings memo	a) SCRTPA b) Consultant c) Consultant	1 month from grant award, 6 months to complete
3. <u>Develop 'Community Health Index' (CMI)</u> a) Contract with consultant b) Project scoping meetings with task partners c) Data collection and application d) CMI analysis and findings memo	a) SCRTPA b) SCRTPA, Shasta County Public Health, Shasta College, consultant c) SCRTPA, Shasta County Public Health, Shasta College, consultant d) Consultant	1 month from grant award, 6 months to complete

Attachment A – Work Plan and Schedule of Deliverables

STRATEGIC GROWTH COUNCIL/Department of Conservation, Administrator – Sustainable Communities Planning Grant Award

Grantee: Shasta County Regional Transportation Planning Agency Grant Number : *(leave blank)*

Project Objectives: Implement Shasta County Regional Blueprint via Sustainable Communities Strategy (SCS) planning process

TASK #2: EXURBAN GROWTH TOOL (a simplified spatial analysis tool for application in rural areas where data is limited and community priorities are different)		
1. <u>Develop 'Exurban Growth Tool' (ExGT)</u> a) Consultant contract d) Final methodology, data collection, and application/analysis b) ExGT analyze and report findings	a) SCRTPA b) Consultant, SCRTPA c) Consultant	1 month from grant award, 4 months to complete
TASK #3: COMPLETE STREETS/DATA/NETWORK INTEGRATION (a non-motorized network needed for integration into travel demand model for more accurate mode choice forecasting)		
1. <u>Multimodal network integration</u> a) Non-motorized network and integration with Shasta County Travel Demand Model b) Non-motorized level-of-service structure	a) Consultant, SCRTPA b) Consultant, SCRTPA	1 months from grant award, 4 months to complete
2. <u>Complete Streets Study</u> a) Policies suitable for next update of regional transportation plan b) Project priority list and budget	a) Consultant, SCRTPA b) Consultant, SCRTPA	8 months from grant award, 4 months to complete

Attachment A – Work Plan and Schedule of Deliverables

STRATEGIC GROWTH COUNCIL/Department of Conservation, Administrator – Sustainable Communities Planning Grant Award

Grantee: Shasta County Regional Transportation Planning Agency Grant Number : *(leave blank)*

Project Objectives: Implement Shasta County Regional Blueprint via Sustainable Communities Strategy (SCS) planning process

TASK #4: REGIONAL GIS/ CLIMATE CHANGE ACCOUNTABILITY PLATFORM AND AB 32 INTEGRATION (used to track, monitor, and report performance of GHG emission reduction efforts for SB 375 and AB 32 compliance)		
1. <u>Implement Regional GIS Platform</u> a) Contract with consultant b) MOU with Shasta College c) Software licensing and set up d) GIS data aggregation, standardization, upload to platform e) Internet portal development and web-hosting	a) SCRTPA b) SCRTPA, Shasta College c) SCRTPA, Shasta College d) Consultant, SCRTPA e) Consultant	4 months grant award, 5 months to complete
TASK #5: ITS PLANNING & INTEGRATION STUDY (planning needed for more timely and comprehensive travel data and to track performance in response to GHG emissions reduction efforts)		
1. <u>ITS study</u> a) Contract with consultant b) Feasibility study, including phased funding implementation plan c) GIS Platform integration plan	a) SCRTPA b) Consultant c) Consultant	8 months from grant award, 4 months to complete

Attachment A – Work Plan and Schedule of Deliverables

STRATEGIC GROWTH COUNCIL/Department of Conservation, Administrator – Sustainable Communities Planning Grant Award

Grantee: Shasta County Regional Transportation Planning Agency Grant Number : *(leave blank)*

Project Objectives: Implement Shasta County Regional Blueprint via Sustainable Communities Strategy (SCS) planning process

TASK #6: RURAL COUNTY TECHNICAL ASSISTANCE		
1. <u>Technical support</u> a) Technical consultation and presentations as requested	a) SCRTPA	As needed

**Grantee Name: Shasta County RTPA
ADMINISTRATION & PROJECT MANAGEMENT**

PERSONNEL	Title	Hourly Rate	# of Hours	(D*E) Salary	Benefits	(F+G) Total	Funding Sources		
							DOC Grant	Cash	In-Kind
Wayne (project manager)	Senior Planner	\$38.05	950	\$36,147.50	\$25,735.50	\$61,883	\$23,670		\$25,017
Tiedgen	Asst Planner	\$20.38	600	\$12,228.00	\$9,498.00	\$21,726	\$14,940		\$13,500
Little	Exec Director	\$44.69	130	\$5,809.70	\$4,426.50	\$10,236	\$3,870		\$13,500
Crowe	Accountant	\$28.26	50	\$1,413.00	\$1,077.50	\$2,491	\$1,260		\$500
Coffman	Admin Sec	\$18.03	50	\$901.50	\$779.50	\$1,681	\$1,260		\$500
Total			1780	\$56,499.70	\$41,517.00	\$98,017	\$45,000		\$53,017
CONSULTANTS									
<i>See individual task worksheets</i>									
SUPPLIES									
<i>Note: The RTPA is under the umbrella of the County. RTPA overhead is nominal and therefore not billed to grants.</i>									
						\$0	\$0	\$0	\$0
MEETINGS, WORKSHOPS									
<i>Note: Shasta County's SCS will be based on the previously completed and recently adopted ShastaFORWARD>> Regional Blueprint, a comprehensive and intensive 3-year public outreach effort. Tasks under this grant are largely technical in nature; any direct cost for further public meetings (legal ads, etc) will be provided as in-kind.</i>									
						\$1,000	\$0	\$0	\$1,000
OTHER									
<i>None</i>									
						\$0	\$0	\$0	\$0
TRAVEL									
<i>Estimated 500 miles at current per mile rate.</i>									
						\$1,000	\$0	\$0	\$1,000
EQUIPMENT									
<i>Note: The RTPA is under the umbrella of the County. RTPA overhead is nominal and therefore not billed to grants.</i>									
						\$0	\$0	\$0	\$0
Totals						\$100,017	\$45,000	\$0	\$55,017

Grantee Name: Shasta County RTPA
Task #1: GIS-BASED SPATIAL ANALYSIS TOOLS

PERSONNEL	Title	Hourly Rate	# of Hours	(D*E) Salary	Benefits	(F+G) Total	DOC Grant	Cash	In-Kind
	See Admin_Project Management tab								
Total				\$0.00	\$0.00	\$0.00	\$0.00		
CONSULTANTS (fully allocated rates)									
	Senior GIS Specialist			Rate	# Hrs				
	GIS Project Manager			\$125/hr	155	\$19,375			
	Spatial Database Analyst			\$89/hr	230	\$20,470			
				\$79/hr	382	\$30,178			
SUPPLIES						\$70,023	\$70,000		\$23
MEETINGS, WORKSHOPS									
						\$0	\$0		
OTHER									
	Local agency assistance with collection and transfer of data					\$0	\$0		\$5,000
TRAVEL						\$5,000	\$0	\$0	\$5,000
EQUIPMENT									
						\$0	\$0		
						\$0	\$0		
Totals						\$75,023	\$70,000	\$0	\$5,023

Task #2: EXURBAN GROWTH TOOL

[illegible]

Task #3: COMPLETE STREETS/DATA/NETWORK INTEGRATION

PERSONNEL	Title	Hourly Rate	# of Hours	(D*E) Salary	Benefits	(F+G) Total	Funding Sources		
							DOC Grant	Cash	In-Kind
	See Admin_Project Management tab								
				\$0.00	\$0.00	\$0.00	\$0.00		
CONSULTANTS (fully allocated rates)									
	Senior GIS Specialist			Rate \$125/hr	# Hrs 200	\$25,000			
	GIS Project Manager			\$89/hr	67	\$5,963			
	Spatial Database Analyst			\$79/hr	140	\$11,060			
						\$42,023	\$42,000		\$23
SUPPLIES									
MEETINGS, WORKSHOPS						\$0	\$0		
						\$0	\$0		
OTHER									\$3,000
	Local agency coordination and data sharing								
						\$3,000	\$0		\$3,000
TRAVEL									
						\$0	\$0		
EQUIPMENT									
						\$0			
Totals						\$45,023	\$42,000		\$3,023

Grantee Name: Shasta County RTPA

Task #4: REGIONAL GIS/ CLIMATE CHANGE ACCOUNTABILITY PLATFORM

PERSONNEL	Title	Hourly Rate	# of Hours	(D * E) Salary	Benefits	(F+G) Total	Funding Sources		
							DOC Grant	Cash	In-Kind
	See Admin_ Project Management tab								
				\$0.00	\$0.00	\$0.00	\$0.00		
CONSULTANTS (fully allocated rates)									
	Senior GIS Specialist			Rate	# Hrs				
	GIS Project Manager			\$125/hr	210	\$26,250			
	Spatial Database Analyst			\$89/hr	80	\$7,120			
	Application/Web Programmer			\$79/hr	200	\$15,800			
				\$89/hr	302	\$26,878			
						\$76,048	\$76,000		\$48
SUPPLIES									
						\$0	\$0		
MEETINGS, WORKSHOPS									
						\$0	\$0		
OTHER									
	Shasta County Public Health (co-development of Community Well-Being Atlas)							\$70,000	\$30,000
	Shasta College (via National Science Foundation grant)							\$20,000	
	Shasta College Economic & Workforce Development Division					\$120,000	\$0	\$90,000	\$30,000
TRAVEL									
						\$0	\$0		
EQUIPMENT									
						\$0	\$0		
						\$0	\$0		
	Totals					\$196,048	\$76,000	\$90,000	\$30,048

Grantee Name: Shasta County RTPA
Task #5: ITS PLANNING & INTEGRATION STUDY

PERSONNEL	Title	Hourly Rate	# of Hours	(D*E) Salary	Benefits	(F+G) Total	Funding Sources		
							DOC Grant	Cash	In-Kind
	See Admin_ Project Management tab								
				\$0.00	\$0.00	\$0.00	\$0.00		
CONSULTANTS (fully allocated rates)									
Consultant	Project Manager			Rate	# Hrs				
	Assistant Planner			\$89/hr	150	\$13,350			
				\$59/hr	367	\$21,653			
						\$35,003	\$35,000		\$3
SUPPLIES									
						\$0	\$0		
MEETINGS, WORKSHOPS									
						\$0	\$0		
OTHER									
Local agency technical advisory and information sharing									\$10,000
						\$10,000	\$0		\$10,000
TRAVEL									
						\$0	\$0		
EQUIPMENT									
						\$0	\$0		
Totals							\$35,000	\$0	\$10,003

Grantee Name: Shasta County RTPA
Task #6: RURAL COUNTY TECHNICAL ASSISTANCE

PERSONNEL	Title	Hourly Rate	# of Hours	(D*E) Salary	Benefits	(F+G) Total	Funding Sources		
							DOC Grant	Cash	In-Kind
Daniel Wayne	Senior Planner	\$38.05	153.5	\$5,840.68	\$4,158.32	\$10,000.00	\$5,000.00		\$5,000.00
				\$0.00	\$0.00	\$0.00	\$0.00		
				\$0.00	\$0.00	\$0.00			
				\$0.00	\$0.00	\$0.00			
				\$0.00	\$0.00	\$0.00			
Total				\$5,840.68	\$4,158.32	\$10,000.00	\$5,000.00		\$5,000.00
CONSULTANTS									
SUPPLIES									
						\$0.00	\$0.00		
MEETINGS, WORKSHOPS									
						\$0.00	\$0.00		
OTHER									
						\$0.00	\$0.00		
TRAVEL									
						\$0.00	\$0.00		
EQUIPMENT									
						\$0.00	\$0.00		
Totals							\$5,000.00		5,000

Exhibit C

GRANTEE CERTIFICATION OF COMPLIANCE

By signing this Agreement, Grantee certifies that it is in compliance with all of the following requirements, to the extent that each is applicable:

1. Americans with Disabilities Act: Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 *et seq.*)

2. Nondiscrimination Clause: During the performance of this Agreement, the Grantee and its subcontractor(s) shall not discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), sexual orientation, marital status, and denial of family care leave. Grantee and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Government Code, Section 12900 *et seq.*), and the regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated herein by reference and made a part hereof as if set forth in full.

Grantee and its subcontractor(s) shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.

3. Recycling Certification: The Department has a procurement policy that sets purchase goals for, and favors the purchase of, products containing recycled content, both post-consumer and secondary waste. When using grant funds to purchase paper products, fine printing and writing paper, plastic, glass, oil, compost and co-compost, solvents and paint, tire-derived products, and retread tires, the Grantee shall make a reasonable effort to purchase products containing recycled content. Grantee shall report any and all such purchases in status and final reports required pursuant to this Agreement.

4. Drug-Free Workplace Requirements: Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350 *et seq.*) and will provide a drug-free workplace by taking the following actions:

(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.

(b) Establish a Drug-Free Awareness Program to inform employees about:

- 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.

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Shasta County RTPA, Grant Number: 3010-538

(c) Every employee who works on the Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the Department determines that the Grantee has made a false certification, or violated the certification by failing to carry out the requirements as noted above.

5. Labor Code/Workers Compensation: Grantee needs to be aware of the provisions, which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee agrees to comply with such provisions before commencing performance pursuant to this Agreement. (Labor Code Section 3700)

6. Child Support Compliance Act: For any Agreement in excess of \$100,000, the Grantee acknowledges accordance with the following:

- (a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- (b) The Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

7. Resolution of Support: Grantee must provide the State with a copy of a resolution, order, motion, or ordinance of its governing body, which by law has authority to enter into an agreement, authorizing execution of an agreement.

8. Air or Water Pollution Violation: Under State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

9. Compliance with Other Laws, Including CEQA: The Grantee shall comply fully with all applicable federal, state and local laws, ordinances, regulations and permits and shall secure any new permits required by authorities having jurisdiction over the project(s), and maintain all presently required permits. The Grantee shall ensure that any applicable requirements of the California Environmental Quality Act are met in carrying out the terms of the grant.

10. Use of State Funds to Assist, Promote or Deter Union Organizing: Grantee shall not use state funds, including grant funds, to assist, promote or deter union organizing. Government Code Section 16645.1(d) provides that Grantee shall be liable to the State for the amount of any funds expended in violation of this prohibition, plus a civil penalty equal to twice the amount of those funds. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee shall maintain records sufficient to show that state funds have not been used for those expenditures. The Grantee shall provide those records to the Attorney General upon request.

11. Payee Data Record Form (Std. 204): This form must be completed by all contractors and grantees and submitted to the State before the start of any grant. Grantee shall submit a new form anytime there is an address change.

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

5-06-70-18

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Shasta County Regional Transportation Planning Agency

CONTRACTOR'S NAME

VESTRA Resources Inc.

2. The term of this Agreement is: 06/29/2011 through 12/31/2012

3. The maximum amount of this Agreement is: \$ 215,000

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 2 page(s)

Exhibit B – Budget Detail and Payment Provisions 2 page(s)

Exhibit C* – General Terms and Conditions

Check mark one item below as Exhibit D:

☐

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

page(s)

☐

Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions

page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

VESTRA Resources, Inc.

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Arthur Stackhouse, President

ADDRESS

5300 Aviation Drive, Redding CA 96002

STATE OF CALIFORNIA

AGENCY NAME

Shasta County Regional Transportation Planning Agency

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Dan Little, Executive Director

ADDRESS

1855 Placer Street, Redding, CA 96001

**California Department of General
Services Use Only**

☐ Exempt per:

EXHIBIT A

SCOPE OF WORK

TASK 1.1 NEIGHBORHOOD DYNAMIC SCALE (NeDS)

NeDS is a GIS-based spatial analysis tool which measures the movement of people and investment in/out of neighborhoods. The output will facilitate the general categorization of neighborhoods, including those that are more dynamic and receptive to change; those that are well-established and have reached a point of stasis; and those that are functional and of strategic value to the region, but are threatened by rapid change. Outputs will help guide planners to locations most appropriate for growth actions, maintenance actions, or safeguarding actions.

Completion of the NeDS could include use of ArcGIS model builder or Python to develop a tool that uses ranking and weighting. Up to four metrics will be evaluated. It is assumed that existing data will be utilized; that no primary data collection will be required. The modeling process will not be created for live use in a web mapping application. The anticipated deliverable for this task is a heat map of dynamic scale neighborhood/communities in Shasta County and documentation of the process to create the heat map.

TASK 1.2 MOBILITY ASSESSMENT TOOL II (MAT II)

MAT is a GIS-based spatial analysis tool which measures the relative degree of vehicular mobility across the region. This second phase of MAT will add multimodal network mobility. The non-motorized network – developed under the Complete Streets Study Task – will be incorporated into the existing MAT road network.

Gaps in non-motorized paths will not be corrected or assumed to be continuous. The Python tool will not be created for live use in a web mapping application. The anticipated deliverable for this task are four heat maps showing closeness centrality, betweenness centrality, straightness centrality, as well as four and three-way intersection densities. Documentation of the process to create the heat maps will also be provided.

TASK 1.3 COMMUNITY WELL-BEING ATLAS

The Community Well-Being Atlas is a GIS-based spatial analysis tool that utilizes a composite index of several community health indicators to provide informational outputs. Completion of this task will be coordinated with the Shasta County Public Health Department and Shasta College GIS Department.

The Community Well-Being Atlas will represent a composite of different health measures that can be spatially analyzed, relevant at the smallest scale that data is available, and that can be tracked over time for performance measuring purposes. VESTRA will supervise and provide technical support for up to three Shasta College GIS program students per year for two years. Analytical work and map outputs will be completed by Shasta College interns. The modeling process will not be created for live use in a web mapping application. The anticipated deliverables for this task are up to five heat maps of well-being metrics.

TASK 2 EXURBAN GROWTH TOOL

The Exurban Growth Tool is a GIS-based spatial analysis tool for use in rural, unincorporated areas. The tool will measure wildfire risk factors and emergency response times in the area outside of the South Central Urban Region (SCUR). Low wildfire risk factors and acceptable emergency response times will be utilized to assess transportation accessibility/efficiency and to better define potential rural community areas.

VESTRA anticipates working with CalFIRE to define scaled danger/safety zones. VESTRA will utilize the transportation network developed during MAT I, the Shasta County travel demand model, and/or other readily available data sources. The modeling process will not be created for live use in a web mapping application. The anticipated deliverables for this task are a list of emergency response times, a heat map of response time zones for fire stations in rural communities, and a heat map based on the presence of wildfire risk factors.

TASK 3 COMPLETE STREETS STUDY

Work completed during this task will identify and categorize the non-motorized network and create a GIS feature class. This could include qualification of the status, safety, and efficiency of the non-motorized network. Data will be captured and merged with existing data.

VESTRA anticipates working with a transportation planner to follow established planning principles. The anticipated deliverables for this task are a merged GIS data set of all pedestrian and bicycle related infrastructure in the region, the location of gaps in the non-motorized network, the location of motorized/non-motorized network conflicts, and a prioritized list of projects needed to rectify network deficiencies. Documentation of methodology will also be provided.

TASK 4 GIS PLATFORM IMPLEMENTATION

This task will implement a Shasta Regional GIS Platform based on the recently completed feasibility study. This task will include server system configuration, software and hardware set-up, MOU development, and other defined and scoped tasks, as needed and with regard to remaining budget and schedule. The anticipated deliverables for this task are a Shasta Regional GIS database including but not limited to setup and data migration and a web mapping application will be developed within remaining budget and schedule constraints.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

This quote is exclusive of applicable administrative fees (e.g. payable directly to Multiple Award Procurement Section of the Department of General Services) and is exclusive of applicable federal, state, and local taxes for which the purchasing party shall remain liable.

The total not-to-exceed budget for the proposed effort is **\$215,000**, which was estimated based on an anticipated award of a time and materials contract using the personnel classifications of VESTRA's MSA. The required staff, equipment, and travel expenses for the proposed services have been estimated based upon prior experience with work of a similar nature.

Description

Category	Rate	Hours	Price
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Task 1.1—NeDS

Senior GIS Specialist/Systems Integrator	\$125	16	\$2,000
GIS Project Manager	\$89	80	\$7,120
Spatial Database Analyst	\$79	201	\$15,879

Task 1.1 Estimate..... **\$24,999**

Task 1.2—MAT II

Senior GIS Specialist/Systems Integrator	\$125	139	\$17,375
GIS Project Manager	\$89	50	\$4,450
Spatial Database Analyst	\$79	40	\$3,160

Task 1.2 Estimate..... **\$24,985**

Task 1.3—Public Health Index

GIS Project Manager	\$89	100	\$8,900
Spatial Database Analyst	\$79	140	\$11,060

Task 1.3 Estimate..... **\$19,960**

Task 2—Exurban Growth Tool

Senior GIS Specialist/Systems Integrator	\$125	4	\$500
GIS Project Manager	\$89	28	\$2,492
Senior GIS Specialist/Systems Integrator	\$89	199	\$17,711
Spatial Database Analyst	\$79	79	\$6,241

Task 2 Estimate..... **\$26,944**

Task 3—Complete Streets

Senior GIS Specialist/Systems Integrator	\$125	131	\$16,375
GIS Project Manager.....	\$89	40	\$3,560
Spatial Database Analyst	\$79	90	\$7,110

Transportation Planner Sub-consultant\$15,000

Task 3 Estimate.....\$42,045

Task 4—Platform Implementation

Senior GIS Specialist/Systems Integrator	\$125	211	\$26,375
GIS Project Manager.....	\$89	80	\$7,120
GIS Application or Web Programmer	\$89	300	\$26,700
Spatial Database Analyst	\$79	200	\$15,800

Task 4 Estimate.....\$75,995

TOTAL PRICE ESTIMATE\$214,928

RECOMMENDED NOT TO EXCEED BUDGET.....\$215,000

The SCRTPA will be invoiced on a monthly basis, showing the compensation due for work performed during the previous period. VESTRA is anticipating that the period of performance will be from June 2011 through December 2012.

For all software provided by VESTRA, including third-party software, VESTRA shall invoice the CLIENT upon delivery of each product and CLIENT will be responsible to pay the invoice within thirty days of receipt. All third party software will be licensed between the CLIENT and the appropriate vendor in accordance with the vendors' software licensing terms and conditions.