



**CITY OF ELK GROVE
CITY COUNCIL STAFF REPORT**

AGENDA TITLE: Adopt resolution authorizing the City Manager to execute a contract with Ascent Environmental, Inc. for the Elk Grove Community/Mobility Resilience Plan for an amount not to exceed \$338,900 and amending the Fiscal Year 2018-19 Budget in the amount of \$300,000

MEETING DATE: June 12, 2019

PREPARED BY: Christopher Jordan, AICP, Director of Strategic Planning and Innovation

DEPARTMENT HEAD: Jason Behrmann, City Manager

RECOMMENDED ACTION:

Staff recommends that City Council adopt a resolution authorizing the City Manager to execute a contract with Ascent Environmental, Inc. (Ascent) for the City of Elk Grove Community/Mobility Resilience Plan for an amount not to exceed \$338,900 and amending the Fiscal Year 2018-19 Budget in the amount of \$300,000.

BACKGROUND INFORMATION:

In May 2018, the California Department of Transportation (Caltrans), Division of Transportation Planning conditionally awarded \$300,000 to the City of Elk Grove for the creation of a Community/Mobility Resilience Plan. A resiliency plan is a plan that identifies strategies for addressing the risks posed by, and recovering from, the impacts of chronic stresses or shocks. Examples include, but are not limited to, natural disasters and major and sudden economic shifts, and could be exacerbated by climate change.

Staff seeks to prepare a Community/Mobility Resilience Plan to develop responses to both direct and indirect impacts on the community with a focus on local transportation systems (including public roadways, transit, bike trails, and related infrastructure). The three primary threats to be addressed

through the plan are flooding, extreme heat, and the fiscal impact to the City of declining sales tax revenue due to an anticipated shift in travel modes (i.e., reduction in driving and vehicle and fuel sales). The planning process will allow the City, working with the community and various stakeholders including Caltrans, Sacramento Municipal Utility District (SMUD), the Sacramento Air Quality Management District, and others, to create strategies to prepare for and adapt to these direct and secondary impacts of climate change.

The Community/Mobility Resilience Plan will build on previous work completed as part of the City's General Plan update. As required by Senate Bill 379 and the State's 2017 General Plan Guidelines, Elk Grove's General Plan Update addresses climate change adaptation and resilience. As part of the update, a Vulnerability Assessment was prepared in 2017 that identifies climate-related impacts and hazards in Elk Grove, as well as the geographic areas of the City that are most at risk. The Vulnerability Assessment informed the goals and policies in the General Plan related to climate change mitigation.

The Vulnerability Assessment identified several exposures that may result from climate change effects predicted for Elk Grove and the surrounding areas. These include:

- Extreme heat and heat waves
- Urban island heat effect
- Changes in precipitation patterns and reduced snow pack
- Changes in surface water flows
- Extreme storms

The Community Resilience Plan will apply the findings of the Vulnerability Assessment and the broad policies of the General Plan specifically to Elk Grove's transportation system and will highlight appropriate responses to minimize future damage to roads, rail lines, bike trails, and other similar infrastructure.

ANALYSIS:

On January 24, 2019, staff posted a Request for Proposal (RFP) for the Community/Mobility Resilience Plan. Responses were due no later than February 22, 2019. Three responses were received, and all were determined to be responsive.

A panel of staff from Public Works, Finance, and Strategic Planning and Innovation reviewed the responses. Two were identified as being the most applicable to the City's needs, and interviews with the top two firms were held on April 8, 2019.

Based upon staff's review of the responses to the RFP and the consultant interviews, staff recommends that Ascent Environmental, Inc. be awarded the contract for the project. Ascent was determined to have a scope of work and budget that was most in line with the City's objectives. Ascent has familiarity with the City and its local conditions, and its staff is experienced and qualified in the subject matter.

FISCAL IMPACT:

The Community Resilience Plan will consider the fiscal implications of these trends and assess the potential extent of tax revenue lost. This includes the shift in auto sales and gas tax impacts that may occur as people transition to electric vehicles. This trend, combined with increased use of ridesharing technology and autonomous vehicles, may mean a lack of tax revenue from these once strong sources of income for Elk Grove.

The analysis will also describe potential changes to local tax collection that can help reduce the fiscal shock of these trends. This is a critical strategy for adapting to future economic changes related to climate change and travel mode shifts, and the City anticipates that this analysis will be interesting and relevant to other mid-sized, auto-oriented jurisdictions throughout the state.

The overall project budget is \$338,900, of which \$300,000 is covered by the State grant. The local match (\$38,900, or 11.47% of the total budget, as required by the grant guidelines) will be funded from the City's Strategic Planning Division; these costs were anticipated in the current Fiscal Year budget.

ATTACHMENTS:

1. Resolution
2. Contract

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH ASCENT ENVIRONEMTNAL, INC. FOR THE CITY OF ELK GROVE COMMUNITY/MOBILITY RESILIENCE PLAN FOR AN AMOUNT NOT TO EXCEED \$338,900 AND AMENDING THE FISCAL YEAR 2018-19 BUDGET IN THE AMOUNT OF \$300,000

WHEREAS, the City was awarded a grant in the amount of \$300,000 from the California Department of Transportation for the preparation of a Community/Mobility Resilience Plan; and

WHEREAS, the Resilience Plan will develop responses to both direct and indirect impacts on the community with a focus on local transportation systems (including public roadways, transit, bike trails, and related infrastructure); and

WHEREAS, on January 24, 2019, staff posted a Request for Proposal (RFP) for the Community/Mobility Resilience Plan; and

WHEREAS, three responses were received prior to the due date of February 22, 2019; and

WHEREAS, after reviewing the responses to the RFP and interviewing the short-listed firms, staff found Ascent Environmental, Inc. (Ascent) to be the most qualified respondent; and

WHEREAS, staff has negotiated a professional services contract with Ascent.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Elk Grove hereby:

- 1) Authorizes the City Manager to execute a contract with Ascent Environmental, Inc., in substantially the form presented, for the Elk Grove Community/Mobility Resilience Plan in an amount not to exceed \$338,900.
- 2) Amends the Fiscal Year 2018-19 Budget by increasing budgeted revenues in the General Fund in the amount of \$300,000, equal to the amount awarded in the grant from the California Department of Transportation and authorizes the roll-over of revenue and expenditure authority into the subsequent Fiscal Year if not expended or grant revenue received in the current Fiscal Year.

PASSED AND ADOPTED by the City Council of the City of Elk Grove this 12th day of June 2019

STEVE LY, MAYOR of the
CITY OF ELK GROVE

ATTEST:

APPROVED AS TO FORM:

JASON LINDGREN, CITY CLERK

JONATHAN P. HOBBS,
CITY ATTORNEY

CITY OF ELK GROVE



CONSULTANT CONTRACT FOR

Ascent Environmental, Inc.

City of Elk Grove Community/Mobility Resilience Plan

CONTRACT FOR SERVICES

THIS CONTRACT is made on June _____, 2019, by and between City of Elk Grove, a municipal corporation (the "City") and Ascent Environmental, Inc., a California corporation (the "Consultant"), collectively referred to as the "Parties."

WITNESSETH

WHEREAS, Consultant has presented a proposal to provide services, which services are identified in the Scope of Work attached hereto and incorporated herein by this reference as **Exhibit A**, and by reason of its qualifications, experience, and facilities, is duly authorized to perform the type of services contemplated herein; and,

WHEREAS, City desires to hire Consultant to perform the Scope of Work pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, City and Consultant agree to as follows:

1. SCOPE OF SERVICES

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to complete the services described in the Scope of Work. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any exhibits shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control.

B. Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

C. Consultant shall perform its duties hereunder in compliance will all applicable terms and conditions contained in the Restricted Grant Agreement (Agreement Number 74A108) between the City and the State of California Department of Transportation (Caltrans) and attached hereto as Exhibit F.

2. TERM OF CONTRACT

A. This Contract shall be effective as of the date executed by the Parties and approved as to form by the City Attorney and shall terminate on February 28, 2021, unless earlier terminated pursuant to Section 11 of this Contract. Notwithstanding any other provision of this Contract, the City Manager shall be authorized to extend the termination date of this Contract (including, as necessary, modification of the Scope of Work and/or Schedule of Performance as to time of performance) by a writing signed by the City Manager and the Consultant prior to the initial termination or any extended termination date.

3. SCHEDULE FOR PERFORMANCE

City and Consultant agree that time is of the essence and Consultant agrees that services shall be undertaken and completed in accordance with the schedule of performance (the "Schedule of Performance"), attached hereto and incorporated herein by reference as **Exhibit B**. Deviations from the time schedule stated in the Schedule of Performance may be made with the written approval of City Manager, or his/her authorized representative. Consultant's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 4.

4. COMPENSATION

A. Consultant shall be paid monthly as set forth in **Exhibit C**, "Compensation and Method of Payment," attached hereto and incorporated herein by reference, for the actual fees, costs and expenses for the time and materials required and expended, and approved by City, but in no event shall total compensation under this Contract exceed **three hundred thirty eight thousand nine hundred dollars (\$338,900)**, without City's prior written approval. Said amount shall be paid upon submittal of a monthly invoice showing completion of the tasks that month, including the services rendered, the costs incurred for materials, the person(s) rendering performed services, the amount of time spent by such person(s), and the applicable hourly rate.

B. If Consultant's performance is not in conformity with the Scope of Work or Schedule of Performance, payments may be delayed or denied, unless otherwise agreed to by City in writing.

C. If the work is halted at the request of City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 11.

5. NOTICES

A. Consultant shall transmit invoices and any notices to City, with copy (excepting invoices) to City Attorney, as follows:

City of Elk Grove
Attn: Finance Department
8401 Laguna Palms Way
Elk Grove, California 95758

City of Elk Grove
Attn: City Attorney's Office
8401 Laguna Palms Way
Elk Grove, California 95758

B. City shall transmit payments on invoiced amounts, and any notices required by this Contract to Consultant as follows:

Ascent Environmental
Attn: Honey Walters, Principal
455 Capital Mall, Suite 300
Sacramento, California 95814

6. PROFESSIONAL SERVICES

Consultant agrees that services shall be performed and completed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Consultant and its subcontractors or agents are engaged. Consultant shall not, either during or after the term of this Contract, make public any reports or articles, or disclose to any third party any information, confidential or otherwise, relative to the work of City or the operations or procedures of City without the prior written consent of City.

Consultant further agrees that it shall not, during the term of this Contract, take any action that would affect its impartiality or professionalism due to City whether perceived or actual.

7. INDEPENDENT CONTRACTOR

A. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto.

B. Consultant's assigned personnel shall not be entitled to any benefits payable to employees of City.

C. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of the Contract, and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel.

D. Consultant, in the performance of its obligation hereunder, is only subject to the control or direction of City as to the designation of tasks to be performed and the results to be accomplished.

E. Any third party person(s) employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant.

F. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

8. AUTHORITY OF CONSULTANT

Consultant shall possess no authority with respect to any City decision and no right to act on behalf of City in any capacity whatsoever as agent, or to bind City to any obligations whatsoever.

9. CONFLICT OF INTEREST

Consultant certifies that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Contract. Consultant agrees to advise City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Contract. Consultant further agrees to complete any statements of economic interest if required by either City ordinance or State law.

10. AMENDMENTS, CHANGES OR MODIFICATIONS

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the Parties hereto and shall be signed by the persons authorized to bind the Parties.

11. TERMINATION

A. This Contract may be terminated by both parties, provided that either party gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of City.

B. City may temporarily suspend this Contract, at no additional cost to City, provided that Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any breach of this Contract by Consultant, and City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due City from Consultant is determined.

D. In the event of termination, Consultant shall be compensated as provided for in this Contract, except as provided in Section 11C. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data

estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of City.

12. FUNDING

Consultant agrees and understands that renewal of this Contract in subsequent years is contingent upon action by City Council consistent with the appropriations limits of Article XIII B of the California Constitution and that the City Council may determine not to fund this Contract in subsequent years.

13. NOTICE TO PROCEED

Prior to commencing work under this Contract, Consultant shall receive a written "Notice to Proceed" from City. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay Consultant for any services prior to issuance of the Notice to Proceed.

14. EXTENSIONS OF TIME

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions must be authorized in advance by City, in writing, and at City's sole discretion. Such extensions, if authorized, shall be incorporated in written amendments to this Contract or the attached Scope of Work in the manner provided in Section 10.

15. PROPERTY OF CITY AND CALTRANS

A. The City and Caltrans shall be the exclusive owners of all right, title, and interest in and to all the results and proceeds of the service performed under this Contract, including but not limited to writings, reports, research, investigations, appraisals, inventories, studies, analyses, drawings, data estimates, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, modified, or conceived in the course of performing the services under this Contract (collectively, "Work Product"), including all patents, copyrights, trademarks (together with the goodwill symbolized thereby), trade secrets, and other intellectual property rights therein (the "Intellectual Property Rights").

B. Immediately upon termination, City shall be entitled to, and Consultant shall deliver to City, the Work Product created to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to City which is in Consultant's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this Contract must be approved in writing by City.

C. If Consultant is organized as an entity other than a sole proprietorship, it is agreed that the Parties intend this Contract to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder to be work made for hire.

D. In the event that any Work Product does not constitute "work made for hire" pursuant to Section 15.C, Consultant hereby irrevocably assigns to City and Caltrans, for no additional consideration, Consultant's entire right, title, and interest in and to such Work Product, including all Intellectual Property Rights and the right to sue for past, present, and future infringement, misappropriation, or dilution thereof.

E. To the extent any copyrights are assigned pursuant to this Section 15, Consultant hereby irrevocably waives in favor of the City, to the extent permitted by applicable law, any and all claims Consultant may now or hereafter have in any jurisdiction to all rights of paternity or attribution, integrity, disclosure, and withdrawal and any other rights that may be known as "moral rights" in relation to all Work Product to which the assigned copyrights apply.

F. Upon the reasonable request of the City, during and after the term of this Contract, Consultant shall promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, and provide such further cooperation, as may be reasonably necessary to assist the City to apply for, prosecute, register, maintain, perfect, record, or enforce its rights in any Work Product and all Intellectual Property Rights therein.

G. Consultant shall require each of its employees and contractors to execute written agreements containing obligations of assignment of work product consistent with the provisions of this Section 15 prior to such employee or contractor providing any services under this Contract.

H. Nothing herein shall constitute or be construed to be any representation by Consultant that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.

I. All Work Product shall contain, in a conspicuous place, a copyright designation consisting of a "c" in a circle followed by the four-digit year in which the Work Product was produced, followed by the words "California Department of Transportation. All Rights Reserved." For example, a Work Product created in the year 2019 would contain the copyright designation © 2019 California Department of Transportation. All Rights Reserved.

J. Consultant, its employees, and any subconsultants and their employees agree to perpetually assign, and upon creation of each work product automatically assigns, to Caltrans, its successors and assigns, ownership of all United States and international copyrights in each and every work product, insofar as any such materials, by operation of law, may not be considered work made for hire by Consultant or any subconsultants from Caltrans. From time to time upon Caltrans' request, Consultant and/or its employees shall confirm such assignments by execution and delivery of such assignments, confirmations of assignment, or other written instruments as Caltrans may request. Caltrans, its successors and assigns, shall have the right to obtain and hold in its or their own name(s) all copyright registrations and other evidence of rights that may be available for work product.

K. Consultant and its subconsultants agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If Consultant or its subconsultants becomes aware of any such possible infringement in the course of performing any Work under this Contract, Consultant shall immediately notify the City in writing, and City shall then immediately notify Caltrans in writing.

16. COMPLIANCE WITH LAW

Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

17. REPRESENTATIONS

A. Consultant agrees and represents that it is qualified to properly provide the services set forth herein, in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law.

C. Consultant shall designate a project manager who at all times shall represent Consultant before City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of City, is no longer employed by Consultant, or is replaced with the written approval of City, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to City for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) calendar days of discovery. Should Consultant fail or refuse to perform promptly its obligations, City may render or undertake performance thereof and Consultant shall be liable for any expenses thereby incurred.

18. APPROVAL OF STAFF MEMBERS

A. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Contract. Consultant shall notify City of any changes in Consultant's staff to be assigned to perform the services required under this Contract and shall obtain the approval of the City Manager of a list of all proposed staff members who are to be assigned to perform services under this Contract prior to any such performance.

19. ASSIGNMENT AND SUBCONTRACTING:

A. Except as expressly authorized herein, Consultant's obligations under this Contract are not assignable or transferable, and Consultant shall not subcontract any work, without the prior written approval of City. However, claims for money due or which become due to Consultant from City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to City.

B. Consultant shall be as fully responsible to City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by Consultant.

20. MATERIALS CONFIDENTIAL

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If Consultant or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from Consultant for any damages caused by Consultant releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

21. LIABILITY OF CONSULTANT—NEGLIGENCE

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

22. INDEMNITY AND LITIGATION COSTS

To the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of

this Contract on the part of Consultant, except such loss or damage which was caused by the sole negligence, or willful misconduct of City, as determined by a Court of competent jurisdiction. Unless and until such judicial determination is made, or as otherwise agreed by the parties, Contractor shall remain obligated to defend, indemnify, and hold harmless City, its officers, officials, employees, volunteers, and agents pursuant to this Contract. The provisions of this section shall survive termination or suspension of this Contract.

In any contract that Consultant enters into with any subcontractor in any capacity related to any and all duties under this Contract, there must be an indemnification provision identical to the one provided in this Section applicable to the subcontractor requiring the subcontractor to assume the defense, indemnify and save harmless City to the same extent as Consultant. Consultant's failure to include such an indemnification provision in any contract with a subcontractor shall constitute a material breach of this Contract. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, and save harmless City as prescribed under this Section.

23. EVIDENCE OF INSURANCE COVERAGE

Prior to commencement of any work under this Contract, Consultant shall provide and maintain in effect during the term of this Contract evidence of insurance coverage as set forth in Exhibit D, attached hereto and incorporated herein by reference. These insurance requirements are summarized as follows:

Furthermore, Consultant shall certify its compliance with Labor Code Section 3700 in the form attached hereto and incorporated by reference, as Exhibit E.

24. EVIDENCE OF INSURANCE COMPLIANCE

Consultant or its insurance broker shall deliver the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage to City. City may designate an insurance certificate processor ("Processor") to accept and process Consultant's proof of insurance. Consultant shall deliver copies of the actual insurance policies, renewals, or replacements directly to City or Processor upon their request.

25. EMPLOYMENT PRACTICES

During performance of this Contract, Consultant and its contractors and subcontractors shall not discriminate against any person upon 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. Consultant shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Further, Consultant certifies that they comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135-11139.5), and the regulations or standards adopted by CALTRANS to implement such article.

Consultant shall permit access by representatives of the Department of Fair Employment and Housing, the City, and Caltrans upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department, City, or Caltrans shall require to ascertain

compliance with this clause.

Consultant shall enforce the provisions of this section upon any subconsultants applicable under this Contract. Consultant shall include the provisions of this Section 25 in all contracts and subcontracts it enters into to perform work under this Contract.

Consultant and its subcontractors shall give written notice of their obligations under this Section 25 to labor organizations with which they have a collective bargaining agreement.

26. UNAUTHORIZED ALIENS

Consultant hereby promises and agrees to comply with all of the provisions of the federal immigration and nationality act (8 U.S.C.A. § 1101 et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Contract, and should the federal government impose sanctions against City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City in connection therewith.

27. LICENSES, PERMITS, AND OTHER APPROVALS

Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature legally required for Consultant to practice its profession and perform the work described herein. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, obtain and/or keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.

28. RECORDS AND INSPECTION

Consultant shall maintain records, books, documents and other evidence directly pertinent to the performance of work under this Contract in accordance with generally accepted accounting principles and practices. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

Further, Consultant and its subconsultants agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Consultant, and its subconsultants, 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 shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers connected with Project performance under this Contract shall be maintained for a minimum of three (3) years from the date of final payment and shall be held open to inspection, copying, and audit by representatives of City; Caltrans, the California State Auditor, and auditors representing the federal government. Copies thereof shall be furnished by Consultant upon receipt of any request made by City, Caltrans, or its agents. In conducting an audit of the costs and match credits claimed under this Contract, Caltrans will rely to the maximum extent possible on any prior audit of the City pursuant to the provisions of State and City law. In the absence of such an audit, any acceptable audit work performed by City's external and internal auditors may be relied upon and used by Caltrans when planning and conducting additional audits.

Consultant agrees, and will assure that its subcontractors agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative

Requirements, Cost Principles, and Audit Requirements for Federal Awards. Contract and all of its subcontractors 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.

For the purpose of determining compliance with applicable State and City law in connection with the performance of the City's contracts with third parties pursuant to GC Section 8546.7, the City, Consultant, and Caltrans shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment under this Contract. City, Caltrans, the California State Auditor, or any duly authorized representative of City, 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 Consultant shall furnish copies thereof if requested.

Consultant shall 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 Contract.

29. MISCELLANEOUS PROVISIONS

A. Attorneys' Fees: In the event an action or proceeding is instituted by either party for the breach or enforcement of any provision of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and all litigation expenses, including, but not limited to expert's fees and disbursements.

B. Venue: This Contract shall be deemed to be made in, and the rights and liabilities of the Parties, and the interpretation and construction of the Contract governed by and construed in accordance with the laws of the State of California. Any legal action arising out of this Contract shall be filed in and adjudicated by a court of competent jurisdiction in the County of Sacramento, State of California.

C. Enforceability: If any term or provision of this Contract is found to be void, voidable, invalid or unenforceable by a court of competent jurisdiction under the laws of the State of California, any and all of the remaining terms and provisions of this Contract shall remain binding.

D. Time: All times stated herein or in any other Contract Documents are of the essence.

E. Binding: This Contract shall bind and inure to the heirs, devisees, assignees and successors in interest of Consultant and to the successors in interest of City in the same manner as if such parties had been expressly named herein.

F. Survivorship: Any responsibility of Consultant for warranties, insurance, indemnity, record-keeping or compliance with laws with respect to this Contract shall not be invalidated due to the expiration, termination or cancellation of this Contract.

G. Construction and Interpretation: Consultant and City agree and acknowledge that the provisions of this Contract have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Contract and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Contract shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Contract.

H. Waiver: The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a waiver with respect to any subsequent default or other matter.

I. Severability: The invalidity, illegality or unenforceability, of any provision of this Contract shall not render the other provisions invalid, illegal or unenforceable.

J. No Third Party Beneficiary: It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to City and Consultant. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third party. It is the express intent of City and Consultant that any such person or entity, other than City or Consultant, receiving benefits or services under this agreement shall be deemed as incidental beneficiary.

K. Non-Discrimination/Non-Preferential Treatment Statement: In performing this Contract, the parties shall not discriminate or grant preferential treatment on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, and shall comply to the fullest extent allowed by law, with all applicable local, state, and federal laws relating to nondiscrimination.

L. Authority to Execute: The person or persons executing this Contract on behalf of Consultant warrant and represent that they have the authority to execute this Contract on behalf of their agency and further warrant and represent that they have the authority to bind Consultant to the performance of its obligations hereunder.

M. Dispute Resolution: Prior to either party commencing any legal action under this Contract, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may pursue available legal and equitable remedies the other.

N. Force Majeure: Neither party shall be in default by reason of any failure in the performance of this Contract if such failure arises out of causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God, acts of the public enemy, acts of government in either its sovereign or contractual capacity, acts of the party whose performance is not sought to be excused, fires, flood, weather, epidemics, quarantine restrictions, strikes, freight embargoes, failure of transmission or power supply, mechanical difficulties with equipment which could not have been reasonably forecasted or provided for, or other causes beyond its sole control. The party so affected will resume performance as soon as practicable after the force majeure event terminates.

30. ENTIRE AGREEMENT

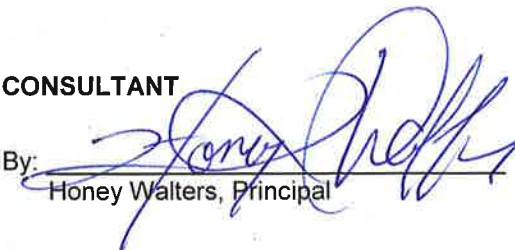
This instrument and any attachments hereto constitute the entire Contract between City and Consultant concerning the subject matter hereof and supersedes any and all prior oral and written communications between the Parties regarding the subject matter hereof.

AGREED to this _____ day of June 2019, by the Parties as follows:

Approved to as form:

By: _____
Attorney for Consultant

CONSULTANT

By: 
Honey Walters, Principal

Approved as to form:

CITY OF ELK GROVE

By: 
Jonathan P. Hobbs, City Attorney

By: _____
Jason Behrmann, City Manager

Attest to:

By: _____
Jason Lindgren, City Clerk

Dated: _____

EXHIBIT A Scope of Work

The Consultant shall work with the City, regional partners, and the public to develop a Community/Mobility Resilience Plan (hereinafter "Resilience Plan") that provides effective, practical, and innovative strategies to adapt to immediate and long-term impacts of climate change on the City's transportation system and other community assets, and to build resilience in the face of ongoing socioeconomic changes in the future. To develop the Resilience Plan, the Consultant team shall complete the following work plan, which includes a community engagement process, economic evaluation, technical analysis, and policy analysis and recommendations to provide the City with a roadmap for adaptation and community resilience.

Task 1 Review Background Information and Data

The Consultant shall conduct a comprehensive review of all available documents, resources, and data regarding the impacts of climate change on Elk Grove, as well as larger regional impacts that may affect the City. Planning and policy documents to be reviewed include, but are not limited to, the following:

- ▶ City of Elk Grove Vulnerability Assessment (appendix to the updated General Plan)
- ▶ Sacramento County Local Hazard Mitigation Plan (LHMP), as well as the City of Elk Grove Annex to the County's LHMP
- ▶ Sacramento County Climate Change Vulnerability Assessment (prepared by Ascent)
- ▶ Sacramento Region Transportation Climate Adaptation Plan (prepared by the Sacramento Area Council of Governments [SACOG])
- ▶ Relevant data and case studies from the Integrated Climate Adaptation and Resiliency Program (ICARP) Adaptation Clearinghouse website
- ▶ California's Fourth Climate Change Assessment Sacramento Valley Region Report, and technical reports specific to extreme heat, public health, and flooding developed as part of California's Fourth Climate Change Assessment.

Climate change impact data sources to be reviewed shall include, but are not limited to:

- ▶ Cal-Adapt website
- ▶ California Heat Assessment Tool
- ▶ California Environmental Protection Agency Urban Heat Island index tool (Heat)
- ▶ Governor's Office of Emergency Services MyHazards mapping tool
- ▶ DWR's Best Available Maps tool
- ▶ Specific geospatial data sets to be obtained from relevant state agencies

During this process, the Consultant team shall focus specifically on gathering data and resources pertaining to the three priority climate change impacts identified for Elk Grove (e.g., flooding, extreme heat, and the fiscal impact to the City of declining sales tax revenue due to an expected reduction in driving and vehicle and fuel sales).

It is recognized that there are several important regional initiatives underway that are directly related to climate change impacts in the region. These include the Capital Region Urban Heat Island Mitigation Project, the Caltrans District 3 Vulnerability Assessment, SACOG's Project-Level Climate Adaptation Strategies for

Transportation in the SACOG Region project, and the ongoing work of the Capital Region Climate Readiness Collaborative (CRC) to align and support regional climate adaptation and resilience efforts. During the development of the Resilience Plan, the Consultant team shall continue to monitor the progress of these current projects and incorporate available data or findings into the respective analyses and/or project deliverables when they are available, as appropriate.

Finally, during Task 1 activities, the Consultant team shall work with the City to identify and obtain City GIS data, sales tax data, demographic data, and other City datasets required to prepare the respective technical studies in subsequent tasks.

Consultant's GIS staff shall work with City GIS staff on coordination of review of existing GIS data, as well as integration of any new data generated into the City's geodatabase. Consultant shall work collaboratively with the City's GIS staff and leverage City GIS team resources and clarify roles and responsibilities with the City's project manager regarding such opportunities early in the planning process. The City will establish a City ArcGIS Online user profile for Consultant under its account for Consultant's use in completing the Project. The profile shall also be used to coordinate Consultant's GIS activities with City, including transferring data to and from the City. All geospatial data Consultant collects and/or develops shall be in ArcGIS version 10.5.1 or later. Data transferred to the City shall be in geodatabase format with metadata, fully qualified field names, domains (if applicable), including map packages for any static maps. A minimum of three meetings between City GIS and Consultant GIS staff shall be held during the course of the Project to ensure coordination of the Project and Project data.

Task 1 Deliverable:

- ✓ The Consultant team shall prepare a brief summary of relevant background information gathered specific to the three priority climate change impacts identified by the City. The summary will include a list of all plans and documents reviewed as well as data sources that will be used in Tasks 3 and 4.

Task 2 Gather Input from Stakeholders and the Public

The Consultant team shall design and conduct a transparent, stakeholder-informed planning process. Throughout the process, stakeholders will have direct access to relevant project information and will have multiple opportunities to provide input on the components of the Resilience Plan that matter most to them.

The community outreach approach will be guided by the following principles:

- ▶ **Build trust and support through inclusivity, transparency, and responsiveness** in each phase of the process, and show stakeholders *how* their input has been incorporated into the plan
- ▶ **Share project information early and often** (e.g., project goals, opportunities for public involvement and input). This is a key way to help set expectations for the planning process
- ▶ Provide information that is **readily accessible** to all audiences
- ▶ **Use innovate and creative methods** to reach a variety of stakeholders and make it relevant to their needs, concerns and interests
- ▶ **Be strategic and efficient in engaging with key stakeholders and the public.** This means using people's time wisely and leveraging existing venues and stakeholder groups where possible.

Task 2.1. Form Working Groups

The Consultant team shall convene three working groups corresponding to the three areas of the Resilience Plan's focus: flooding, extreme heat, and fiscal impact of loss of auto and gas sales tax revenue. Working group

members will include local, regional and state agency staff; technical experts; and, representatives from business, environmental, and community groups. The working groups will help advise and guide development of the Resilience Plan and serve as a cornerstone of the plan development process, and each group will provide a venue for productive information sharing and collaboration.

The Consultant team shall work closely with City staff to develop a list of prospective members for each of the three working groups and will contact the candidates to recruit their participation in one (or potentially more than one) of the working groups. After the membership has been determined and rosters developed for each of the working groups, the team will develop a charter for each of the groups that defines roles and expectations for participation.

Task 2.1. Deliverables:

- ✓ Rosters of working group members
- ✓ Charters for working groups

Task 2.2. Convene Public Workshops

The Consultant shall convene two public workshops to educate stakeholders on climate change-related vulnerabilities in Elk Grove and potential adaptation strategies to address them, and to solicit input to ensure community values and preferences are incorporated into the decision-making process to the extent feasible.

Workshops shall be open to the public and will begin with a presentation designed to educate participants on relevant topics, followed by a structured exercise to solicit input. There are a variety of process design options for the input exercise, including: discussion in plenary (i.e., one large group), organizing into break-out groups, and creating information/input stations on specific topics. Participants will also be able to provide written or oral feedback at the workshops. A discussion or question-and-answer session can also be included in the workshop agenda if desired.

Public workshops shall be held in familiar, centrally-located venues and shall occur at times most convenient to community residents, likely weekday evenings or weekend mornings.

The public workshops shall be held at strategic times in the planning process around key Project milestones. The Consultant team shall confirm these milestones early in the Project schedule with City staff; however, conceptually the following are anticipated:

- ▶ **Workshop #1:** Following completion of the draft white papers under Task 3, the first workshop will provide an opportunity for community education about the threats and impacts facing Elk Grove, and to receive community input about possible strategies to address the issues identified.
- ▶ **Workshop #2:** Following completion and release of the Draft Resilience Plan (Task 7), the second workshop will provide an opportunity for community input and dialogue on the formal draft plan. The results of the workshop, along with written comments received on the plan document, shall be summarized by Consultant for presentation to the Planning Commission.

Task 2.2. Deliverables:

- ✓ Agenda and facilitation plan for each workshop
- ✓ Summary notes for each workshop

Task 2.3. Facilitate Working Group Meetings

The Consultant team's approach to facilitation shall maximize the effectiveness of the working groups by having thoughtfully planned, expertly facilitated meetings – including thorough preparation and follow-up – that take advantage of the expertise of working members and advance their respective charges. Consultant recognizes that while effective facilitation is essential for successful meetings, thoughtful preparation and detailed follow-up are also critical. Prior to working group meetings, the Consultant shall work closely with City staff to clearly identify meeting goals and intended outcomes and then develop agendas to help achieve those outcomes. In addition to developing meeting agendas, Consultant shall also work with City staff to develop meeting facilitations plan that include a higher level of detail and outline the choreography and sequencing of the meetings. The team shall then use the facilitation plans during the meetings to keep the conversation on track and ensure we are achieving our intended outcomes.

The Consultant team shall accurately record the discussion during working group meetings and will develop detailed meeting summaries that identify key topics discussed, decisions made, and action items for follow-up.

Task 2.3. Deliverables:

- ✓ Agenda and facilitation plan for each working group meeting
- ✓ Summary notes for each working group meeting

Task 3 Analyze Risks and Identify Strategies

Task 3.1. Review applicable background data/research and existing City facilities, resources, and policies related to three identified priority impacts

The Consultant team shall work with City staff to review all existing documents, research, and data pertinent to the City's recent or future planning initiatives to understand what is already being done by the City to adapt to or mitigate extreme heats and flooding hazards. These would include General Plan policies focused on flood prevention, extreme heat, vegetation, and landscaping, as well as land use and development standards such as existing stream buffer zones and overlay districts.

The Consultant team shall work with City staff to compile geospatial data on the City's current and planned critical facilities such as fire stations, police stations, emergency response facilities, utility infrastructure, or hazardous material facilities, as well as transportation infrastructure and supporting assets such as roads, bridges, and levees. Consultant shall also gather data on the City's vulnerable populations, which include elderly, children, low-income populations, and populations using English as a second language. Data shall also be gathered on critical community functions such as water/sewer/solid waste services, emergency services, health services; and, critical economic functions for significant economic sectors and their locations in the City. During this process, the Consultant team shall focus its data collection on key assets that will be impacted by extreme heat and flooding, while keeping in mind that the impacts of extreme heat and flooding will have secondary impacts on other aspects of the community such as vulnerable populations and critical economic functions.

The Consultant shall also gather all relevant data and research materials needed to analyze the fiscal implications of decreased car ownership and use populations shift to increased use of public transit, autonomous vehicles, and ride services such as Uber and Lyft. For the analysis of fiscal impacts, the Consultant team shall review available research reports on AVs, EV market penetration, rideshare, and the projected uptake of these technologies. The analysis shall consider analysis performed by ReThinkX, the Transportation Research Board, and the Center for Automotive Research, among others, to understand how traffic behavior, vehicle ownership, and fuel consumption is projected to change. The Consultant team shall also use their knowledge of the City's updated General Plan and Climate Action Plan (CAP) to analyze and characterize how vehicle trips, VMT, and personal vehicle use may decrease over time, along with increases in the adoption of EVs, as the City continues to implement policy and programs in these documents intended to reduce GHG emissions.

Task 3.2. Conduct analyses of the extent of expected climate change impacts on the local transportation system

The Consultant team shall use the data and resources gathered in Tasks 1.1, 2.2, and 3.1 to prepare focused technical analyses of the three priority climate change impacts identified for Elk Grove. Each of the three priority impacts shall be analyzed using the most appropriate methodology for each impact. Specifically, the analysis of extreme heat and flooding, discussed below, will vary from the economic impact analysis from decreased sales and gas tax revenue, which is discussed at the end of the Task 3.2 description.

Impact Analysis for Extreme Heat and Flooding

The analyses of extreme heat and flooding shall be guided by the Federal Highway Administration (FHWA) Vulnerability Assessment and Adaptation Framework and the California Adaptation Planning Guide. The analyses shall be tailored specifically to the needs of the City. The analyses of these two impacts will also be guided by the five-step Vulnerability Assessment process outlined in the California Adaptation Planning Guide. Data gathered in Task 1, specifically in the Elk Grove Vulnerability Assessment, will be used to develop an in-depth analysis focused on the impacts of extreme heat and flooding to the City's transportation system. While the analyses will focus on impacts to the City transportation system, this work shall also discuss the relationship between these impacts and secondary effects such as public health and safety, community functions, and long-term economic effects of these impacts. A brief description of each step of the analysis is included below.

- ▶ **Climate Change Exposure.** The Consultant team shall compile the information gathered in Task 1.1 to create a summary of the physical impacts of extreme heat and flooding on Elk Grove. The summaries shall include the temporal exposure periods for each impact, including nearer-term (2020-2040), longer-term (2040-2070), and very long-term (2070-2100).
- ▶ **Sensitivity Analysis.** The Consultant team shall use the results of the exposure analysis to identify Elk Grove's unique sensitivities to extreme heat and flooding. Through geospatial analysis, the sensitivity analysis shall use the data and resources gathered in Task 3.1 to identify specific community resources that may be particularly vulnerable to both extreme heat and flooding with a particular focus on the City's current and planned critical facilities and transportation infrastructure. The geospatial analysis shall identify specific areas in the City which are particularly sensitive to either extreme heat (e.g., large parking lots without tree cover), or flooding (e.g., roads, bridges, or neighborhoods particularly prone to flooding).
- ▶ **Impact Analysis.** The Consultant team shall identify and summarize the spatial and temporal effects of extreme heat and flooding on the City's critical facilities and transportation infrastructure, identifying the permanence of these impacts and the level of disruption these impacts will have on normal community function. Based on guidance in the FHWA Vulnerability Assessment and Adaptation Framework, the Consultant shall work with City staff and Caltrans to establish critical hazard thresholds for the transportation infrastructure assets in the City (e.g., temperature increase thresholds for pavement degradation) to identify at what point assets will begin to fail, helping to prioritize the most vulnerable assets to the impacts of extreme heat and flooding. The impact analysis will highlight primary impacts on the City's transportation system, as well as secondary and compounding impacts which may affect the Elk Grove community. For example, the analysis of extreme heat impacts will also discuss the relationship between the transportation system, urban heat island effect, and public health.

The product of the sensitivity and impact analysis shall be a comprehensive inventory of critical facilities, transportation infrastructure, community functions, and populations in the City identified as being sensitive to either extreme heat, flooding, or both. The inventory shall include each asset's specific sensitivities, the temporal and spatial extent of projected impacts, and a priority rating for each facility and asset based on its criticality and the extent and severity it will be impacted. This final step will be guided by the U.S. Department of Transportation's Assessing Criticality in Transportation Adaptation Planning document.

- ▶ **Adaptive Capacity Analysis.** The Consultant team shall use the information gathered in the impact analysis to assess the adaptive capacity of the City in addressing the impacts of extreme heat and flooding on the City and its transportation system. Based on information gathered in Task 1.1 and 3.1, Consultant shall identify existing policies, plans, programs, and resources, as well as community resources and organizations that can support adaptation strategies to these specific impacts. During this step, the Consultant team shall work closely with the City to identify the current level of capacity and preparedness of the City and other regional agencies to respond to the identified impacts. Examples of City departments or other local agencies that could be consulted in this process include the Elk Grove Police Department, Cosumnes CSD Fire Department, Caltrans, U.S. Army Corps of Engineers, SACOG, and the Sacramento County Water Agency.
- ▶ **Risk and Onset:** Using data gathered in the exposure and sensitivity analyses, the risk of each impact shall be identified by the likelihood of occurrence over time (high, medium, and low) and the magnitude that primary and secondary impacts would have on the City and its transportation infrastructure. Using data from the exposure analysis, the onset of each impact shall be identified and rated as nearer-term (2020-2040), longer-term (2040-2070), and very long-term (2070-2100) to help identify the timeframe in which various adaptation strategies need to be implemented. The risk and onset analysis will result in a summary table including the probability, risk, and onset time frame for each of the primary and secondary impacts identified in the impact analysis.

Economic Impact Analysis

Based on the research performed in Task 3.1, the Consultant shall develop at least three long-range scenarios for the nearer-term (2020-2040), longer-term (2040-2070), and very long-term (2070-2100) timeframes. These scenarios shall account for shifts in car ownership (e.g., fully autonomous fleet system or hybrid scenario), changes in how cars are purchased and repaired (i.e., fleet vs. dealership), shifts in fuel consumption, and automobile use. The analysis shall include multiple scenarios informed by research conducted by, among others, the Institute of Transportation Studies at the University of California, Davis, which posits multiple transportation futures depending on government's response to AVs and shifting auto sales. For example, the Institute argues that it is still unclear whether the new transport system will run like an integrated network with very few cars owned individually or an entirely possible scenario where AVs are owned individually rather than ride-hailing companies.

Consultant shall work with the City to establish the scenarios, which will include a conservative adoption of AVs, an aggressive assumption, and a mid-range scenario. The analysis shall also include variations associated with the electric car market. From these data, the Consultant team shall then project impacts to trip generation, average VMT per person, gas purchases, change in vehicle sales and gas tax, and the corresponding shift in the public right of way. Each scenario shall include analysis on the impacts to the City's sales tax proceeds, gas and SB 1 Street and Roads tax proceeds, and roadway usage in the City. These chosen scenarios shall be presented to Project staff for review and comment before finalizing the analysis.

Task 3.2. Deliverable:

- ✓ Three vehicle fleet projections for the nearer-term (2020-2040), longer-term (2040-2070), and very long-term (2070-2100) timeframes with cascading consequences specific to the additional burden placed on Elk Grove

Task 3.3. Identify and document need for facilities, programs, and protocols to mitigate and respond to risks

Analysis of Extreme Heat and Flooding

Guided by the FHWA Vulnerability Assessment and Adaptation Framework, the Consultant team shall analyze and rank the adaption needs for all critical facilities and transportation infrastructure assets identified and listed

in Task 3.2. Based on the critical facilities and transportation infrastructure assets included in the list, information shall be gathered on specific relevant case studies, applicable programs, and protocols which can be used to mitigate and respond to risks from both extreme heat and flooding. Case studies, applicable programs, and protocols identified shall be included based on their ability to effectively develop new facilities and infrastructure and upgrade existing assets to withstand both the short- and long-term impacts of extreme heat, flooding, or both. Resources used to identify strategies would include, but are not limited to, the ICARP Clearinghouse website, the FHWA Synthesis of Approaches for Addressing Resilience in Project Development document, CNRA's Paying it Forward: The Path Toward Climate-Safe Infrastructure in California document, and Caltrans' Addressing Climate Change Adaptation in Regional Transportation Plans document. During this process, the Consultant team shall highlight important regional climate adaptation programs and initiatives that can strengthen Elk Grove's adaptation strategies and support regional collaboration.

Economic Impact Analysis

To determine appropriate resiliency measures from lost municipal revenue (e.g., policy, tax), the Consultant shall review other jurisdictions' response to shifting revenues due to technology change, as well as how other cities have tackled infrastructure finance as market shifts (e.g., congestion pricing, VMT tax, franchise fee, rezoning). The Consultant team shall also review relevant policy documents which may provide mitigation strategies to lost municipal revenue from shifts in driving behavior. These recommended mitigation measures shall focus on City level actions which can be fully implemented at the local level.

Task 3.3. Deliverable

- ✓ Policy matrix of mitigation recommendations which includes referenced examples from other City's or policy documents, governing authority to implement the measure, and potential effects of the measures.

Task 3.4. Identify potential alternative strategies and actions for mitigating and responding to risks

The Consultant team shall identify alternative strategies and actions to effectively adapt to each priority climate impact which can achieve the same or better outcomes as those identified in Task 3.3. Resources used to identify alternative strategies shall include, but are not limited to, the list of plans and policy documents listed under Task 3.3. The Consultant team shall also use its knowledge and experience working with Elk Grove to ensure alternative strategies identified in this task align closely with the goals, policies, and objectives included in the City's updated General Plan and CAP.

Task 3.4. Deliverables and Assumptions:

- ✓ A total of three white papers will be prepared (one electronic copy including technical appendix), including one for each of the three priority climate change impacts identified by the City (i.e., flooding, extreme heat, and fiscal impact of loss of auto and gas sales tax revenue), summarizing the outcomes of Tasks 3.1 through 3.4. Each white paper will include:
 - A series of maps identifying priority assets vulnerable to the specific climate change impact
 - A comprehensive description of the projected impact on Elk Grove from each climate impact which identifies short-, medium-, and long-term impacts from each climate change impact
 - A comprehensive list of all critical facilities and transportation infrastructure assets analyzed with a priority rating for each facility and asset
 - A description of policies and programs the City currently has in place to address each impact
 - A comprehensive list of strategies to mitigate and respond to risks posed by each impact
 - A summary description of topics covered in the white paper with key findings and considerations to help inform decision makers, working group members, and the general public

- ✓ The Consultant team shall provide one round of revisions for each white paper in response to one set of consolidated City and/or public comments.

Task 4 Evaluate Possible Resilience Strategies, Select Preferred Strategies, and Identify Actions

Task 4.1. Review potential resilience strategies, discuss feasibility and pros and cons of strategies, and determine preferred strategies

The Consultant team shall use the list of adaptation strategies identified in Tasks 3.3. and 3.4 in the policy matrix to identify key criteria for each strategy. Strategy criteria to be considered and confirmed with City staff could include:

- ▶ Total capital investment
- ▶ Usable life
- ▶ Environmental considerations
- ▶ Social considerations
- ▶ Co-benefits
- ▶ Existing or similar City programs
- ▶ Implementation timeline
- ▶ Potential barriers to implementation
- ▶ Level of community and political support for the strategy
- ▶ Other criteria important to the City and the Elk Grove community

The Consultant team shall conduct a multi-criteria analysis using the matrix to evaluate and prioritize adaptation strategies most appropriate for the City. The multi-criteria analysis shall result in a list of preferred strategies based on the criteria selected for the evaluation and specific to the needs and values of Elk Grove.

Task 4.2. Identify actions to implement preferred strategies

Based on the results of the multi-criteria analysis, the Consultant team shall identify and list actions necessary to implement all preferred strategies. Actions identified shall be tailored to the specific needs of the City and adjusted based on the projected impacts of extreme heat and flooding specific to Elk Grove. Actions identified for each strategy shall be informed by the list documents listed in Task 3.3, as well as the Consultant team's understanding of existing policies and programs in the City, which can complement these strategies and actions. Supporting actions will be chosen based on their feasibility, efficacy, and ability to be sustained over the long term to successfully implement the preferred strategies.

Task 4.3. Estimate funding and other resources needed to implement actions

The Consultant shall provide more detailed planning-level cost estimates for implementation of each preferred strategy and supporting actions and include key indicators tied to cost estimates such as total capital investments, annual costs, potential shared costs, and potential costs to City residents.

The Consultant team shall use unit cost methodology to estimate the underlying costs of up to 25 resilience strategies. The list shall provide order of magnitude estimates of both the one-time and ongoing costs to the City to implement each strategy. R.S. Means, direct interviews with Department of Public Works staff, and internal review from its water and transportation representatives, shall all be used to understand prevailing costs. The

analysis shall provide a scale comparison and not a precise estimate of each resilience strategy as the precise nature of the resilience strategy will change from its initial conception.

Other resources identified for the implementation of each strategy and actions could include, but are not limited to, City staff time, additional staffing needs for each strategy, need for outside consulting assistance to implement the strategy, or buy-in from regional partners or City residents.

Task 4 Deliverables:

- ✓ A draft memorandum summarizing the results of the analysis, including a list of preferred adaptation strategies with supporting actions to ensure successful implementation of each strategy over the short- and long-term. The list will include preliminary cost estimates and other resources needed to successfully implement each strategy. The draft memorandum and list will be provided in both Microsoft Word document and spreadsheet format (one electronic copy for each).

Task 5 Research Funding Sources and Identified Actions

Task 5.1. Research available sources of funding to implement the actions identified through the planning process, such as regional, state, and federal grants, private foundations, and corporate philanthropy

The Consultant shall conduct a comprehensive review of all funding sources and mechanisms available for each type of strategy and actions included in the list of preferred strategies developed in Task 4.1. The list will include external, City, and district scale finance opportunities, such as community resiliency districts. Criteria to be included as part of each strategy may include the duration the funding is available (e.g., ongoing, limited availability), types of funding such as grants, loans, competitions, and specific requirements, if applicable, for use of the funding. Complementary to the list of identified funding sources, the Consultant team shall recommend feasible funding mechanisms which can be implemented at the local level and incorporated into the City's annual budget such as bonds or development impact fees. Based on Consultant's previous work developing funding strategies for community resilience plans, the list of funding sources and strategies shall be developed using the following themes, which have been identified as important to the adaptation funding process:

- ▶ Resiliency initiatives cannot depend on a single funding source, but are funded by a layer of local, regional, state, and federal dollars.
- ▶ Local district funds are difficult to develop but can result in the most meaningful change and can be leveraged with other outside sources.
- ▶ The insurance industry has been reticent to fund any investments that reduce the climate risk of a community and should not be considered the primary financing vehicle.
- ▶ State and federal resilience funds are limited and oversubscribed, and, therefore, each city needs to position itself as a careful and efficient steward of resilience grants.

Task 5 Deliverables:

- ✓ A draft list of potential funding sources for the preferred strategies and supporting actions identified in Task 4. The draft list shall include the applicability of each funding source to the corresponding preferred strategies as well as key components of each funding source including the duration the funding is available, type of funding, specific requirements for use of the funding.

Task 6 Form a Resilience Working Group

The Consultant shall recruit members, as determined by City staff, to participate in a Resilience Working Group that will provide advisory input on actions included in the Plan, applications for grants to identified actions, and

other related matters. Members may include City staff, staff from other agencies (e.g., SACOG, Caltrans, SMUD), and others as determined appropriate. Some of the members may have participated in one of the three working groups, which will provide continuity between the plan development and implementation engagement processes. The Consultant shall work closely with City staff to develop a list of prospective members for the Working Group and will contact the candidates to secure their commitment to participating.

Task 6 Deliverable:

- ✓ Membership roster for Resilience Working Group, with commitments from members to serve for a minimum of one year.

Task 7 Prepare Draft Resilience Plan

Task 7.1 Administrative Draft Plan

The Consultant shall assemble and integrate the work and products of Tasks 2 through 5 into a draft Resilience Plan document. Prior to initiating preparation of an Administrative Draft, the Consultant shall prepare an annotated outline for City staff review, identifying the organizational framework and locations where key topics will be addressed. The Plan document may include (but is not limited to) the following chapters or sections:

- ▶ **Executive Summary;**
- ▶ **Introduction**, including an overview of climate change issues and purpose/goals of the plan
- ▶ **Vulnerability** chapter, summarizing the focused climate change-related impacts in Elk Grove
 - Extreme heat
 - Flooding
 - Fiscal impact of loss of auto and gas sales tax revenue
- ▶ **Resilience Strategies** chapter which includes strategies and supporting actions for each of the three priority impacts
- ▶ **Implementation and Monitoring** chapter that identifies and prioritizes how actions will be implemented, monitored and adjusted over time to ensure the City stays on track to achieve successful implementation of each strategy

Once the City confirms the outline for the Resilience Plan, the Consultant shall prepare the Administrative Draft Resilience Plan and submit to the City for review.

The Plan document shall be concise, understandable, graphically interesting, user-friendly, and engaging for the community. Technical details will be presented in an appendix to the plan, with summary-level information of technical analyses contained in key chapters of the document.

Task 7.2 Prepare Public Draft Plan

The City will review the Administrative Draft Plan and provide comments and edits on the draft to the Consultant. The City will do its best effort to integrate all comments and edits into a single document or other format that provides a limited number of documents where the comments and edits are provided. Consultant shall respond to these comments and edits through the preparation of a Screen-Check Public Draft Plan.

In preparing the Screen-Check Public Draft, Consultant shall provide the document to the City in track-changes format with, where applicable, responses to comments. While the Consultant shall provide its best effort to respond to all comments and edits with the Screen-Check Public Draft, in some instances the City may find the revisions to not be fully responsive to its requested changes. Therefore, it is understood that some

revisions/comments may take additional time and effort to resolve by the Consultant. Consultant shall work with the City to resolve these issues.

Upon approval of the City the final Screen-Check Draft, with all comments resolved and edits integrated into the document, will be released as the Public Draft Plan for formal public review and comment. It is anticipated that public comments on the Public Draft Plan will be provided during a specified public review period (e.g., 30 days).

Task 7.3 Planning Commission Draft and Hearing

Consultant shall prepare revisions to the Public Draft Plan, based upon public comment and at the direction of the City. This revised version shall be the Planning Commission Draft. The Consultant shall prepare a Screen-Check Draft of the Planning Commission Draft for City review. The Consultant shall revise the Screen-Check Draft based upon comments from the City. The City will do its best effort to integrate all comments and edits into a single document or other format that provides a limited number documents where the comments and edits are provided. In preparing the Screen-Check Planning Commission Draft, Consultant shall provide the document to the City in track-changes format with, where applicable, responses to comments. While the Consultant shall provide its best effort to respond to all comments and edits with the Screen-check Public Draft, in some instances the City may find the revisions to not be fully responsive to its requested changes. Therefore, it is understood that some revisions/comments may take additional time and effort to resolve. Consultant shall work with the City to resolve these issues.

The Consultant shall attend and participate with City staff in up to two (2) public hearings on the Planning Commission Draft Resilience Plan with the Elk Grove Planning Commission to be scheduled in coordination with City staff. If desired, the Consultant shall prepare Resilience Plan presentation materials (i.e., PowerPoint) for use by City staff in public hearings. Also, summary notes of key input items, directions, and actions will be prepared and submitted to the City based on the Commission comments and directions regarding the Draft Plan.

Task 7.4 Visual Story Map Tool

The Consultant team shall use ArcGIS Story Map to develop an online, interactive visual communication tool that complements the Resilience Plan. The Story Map shall illustrate the three focused impacts of climate change (extreme heat, flooding, and fiscal impacts) and shall help to communicate both the degree of vulnerability and the selected resilience strategies to address these vulnerabilities. The Story Map tool would not replace the Resilience Plan but is intended to be complementary to the formal Plan and serve as an engaging, interactive way to understand the Plan's contents at a summary level. Those who interact with the Story Map tool online will be invited to refer to the Plan itself for full details.

The Story Map shall include a variety of content, including maps, infographics, images, and other visual illustrations or multimedia content, combined with short narratives, to convey the specific physical impacts of climate change on Elk Grove discussed in the plan (extreme heat and flooding) over the short- and long-term and will highlight specific locations in the City that are particularly vulnerable to these impacts. The Story Map shall provide an opportunity to communicate the resilience strategies designed to address these impacts. Maps, infographics, and static images may also be used within the Story Map to illustrate the fiscal impacts related to the loss of auto sales and gas tax revenues and associated fiscal resilience strategies that would be responsive to these impacts.

The Story Map shall largely mirror the static maps and visuals included in the white papers and Resilience Plan, focusing on each climate impact to provide a summary-level, comprehensive, and interactive experience for Elk Grove residents and other members of the public.

Consultant shall utilize the ArcGIS Online user profile created by the City in developing and deploying the Story Map.

Task 7 Deliverables and Assumptions:

- ✓ The Consultant shall prepare one Administrative Draft, one Public Draft, and one Planning Commission Draft version of the Plan. The Consultant shall provide a Screen-Check draft, in track changes showing revisions from the Administrative Draft to the Public Draft and a Screen-Check draft, in track changes, showing revisions from the Public Draft to the Planning Commission Draft, in response to City comments (as previously described) or directed revisions.
- ✓ For the Story Map, the Consultant shall prepare draft content for City staff review and shall provide one revision to content prior to publishing on-line. The City will host content on the City's website, and the Consultant shall work with City staff to publish content. The Consultant shall work with the City to determine the appropriate timing of publication of the Story Maps (e.g., either during public review of the Draft Plan, or following publication of the Final Plan).
- ✓ All submittals under Task 7 are assumed to be electronic. The Consultant shall make data and materials available for use during the life of the project to facilitate transfer of large files between the City and Consultant.

Task 8 Prepare Final Resilience Plan

Task 8.1. Prepare final Resilience Plan for adoption at public hearing before City Council

Following public review and Planning Commission hearings on the Draft Resilience Plan, the Consultant shall incorporate all pertinent edits to the document per public comments and Planning Commission and staff direction and will prepare the Final Draft Resilience Plan for presentation to the City Council.

Task 8.2. City Council hearing

The Consultant shall attend and participate in a support role to City staff in one (1) public hearing on the Final Resilience Plan with the City Council, to be scheduled in coordination with City staff.

Task 8 Deliverables and Assumptions:

- ✓ The Consultant shall provide a screen-check draft, in track changes, showing the revisions from the Planning Commission Draft to the Final Draft Plan in response public comments. The Consultant shall not prepare detailed responses to all public comments received but will provide the City with focused technical assistance in the form of master responses to key themes or issues raised, where appropriate.
- ✓ Consultant shall prepare a Final Plan based upon comments or direction from the City Council.
- ✓ All submittals under Task 8 are assumed to be electronic. The Consultant shall make data and materials available for use during the life of the Project to facilitate transfer of large files between the City and Consultant.

Task 9 Meetings and Project Management

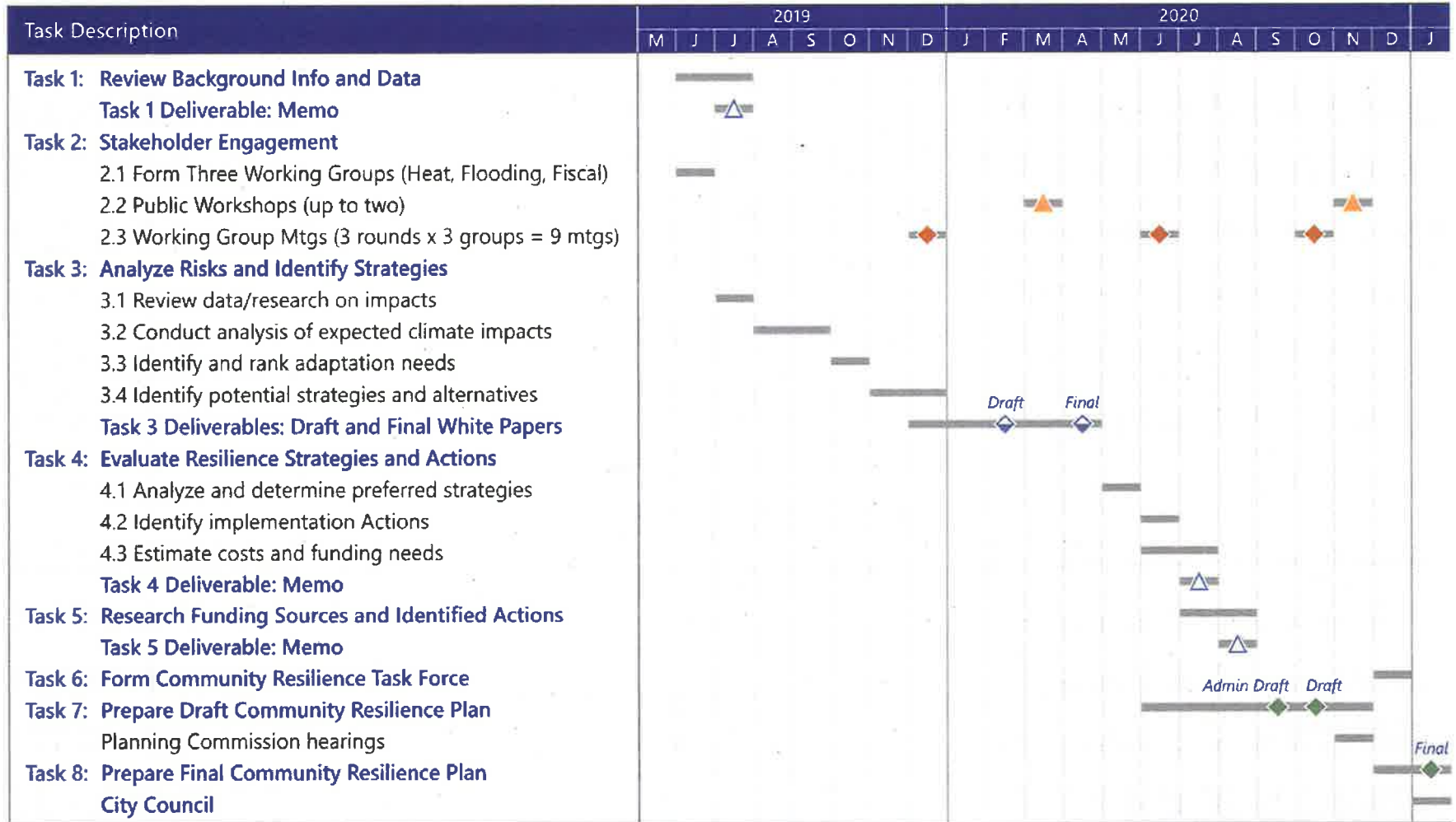
The Consultant team shall participate in a project kickoff meeting following receipt of a Notice to Proceed.

The Consultant shall attend and facilitate project coordination conference calls with City staff approximately monthly following Project kickoff for the duration of the Project schedule noted in Exhibit B. Coordination calls may also be held as in-person meetings, if determined appropriate and necessary by City and Consultant. Coordination calls or meeting shall be attended by Ascent's Project manager, with participation by other Consultant team members on an as-needed basis only. The purpose of the coordination meetings is to coordinate between the Consultant team and the City's project manager and other City staff regarding overall Project status, schedule, information needs, and deliverables.

The Consultants will also perform key Project management and administrative tasks such as timely preparation of invoices and progress reports and maintenance of Project records.

##

**EXHIBIT B
Schedule of Performance**



△ Memo ▲ Workshop ◆ Workgroup ◇ White Papers ◆ Plans

EXHIBIT C
Compensation and Method of Payment

Under no circumstances shall the aggregate amount paid under this Contract exceed the amount specified in Section 4A above and if the Contract is approved by the City Manager, all compensation paid to Consultant shall meet the cost limitation set forth in City of Elk Grove Municipal Code Chapter 3.42.

Travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the Consultant and/or subconsultant. Travel expenses and per diem rates for Consultant and subcontractors shall be reimbursed pursuant to and not in excess of 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 Consultant and its subconsultants, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: http://www.dot.ca.gov/hq/asc/travel/ap_b/bu1.htm.

The budget for preparation of the Elk Grove Resilience Plan is summarized in the following detailed spreadsheet, followed by billing rates for proposed staff, proposed cost by task, and direct charges and reimbursable expenses. The price is based on a good faith, current understanding of the Project's needs and aligns with the scope of work.

1. **Time and Materials:** Work will be performed on a time-and-materials basis and will be billed monthly.
2. **Schedule.** The price is based on the proposed schedule provided in Exhibit B. If the schedule is protracted significantly for reasons beyond Consultant's control, a budget amendment may apply to the remaining work. Consultant shall consult with the City about a course of action.
3. **Completion of Work.** The scope of work is complete upon the acceptance by City staff of the final deliverable.
4. **City Comments.** City will provide Consultant with comments on administrative and screen-check draft documents as identified in the scope of work. The City will do its best effort to integrate all comments and edits into a single document or other format that provides a limited number of documents where the comments and edits are provided.
5. **Electronic Submittals.** All deliverables and materials submitted to the City will be electronic. The City will be responsible for printing of any hard copies of project document that are used by City staff or provided to the public.
6. **Billing Rates.** Billing rates shall be as provided in the following table and shall apply for the duration of this Contract, provided that the Project does not unreasonably exceed the schedule provided in Exhibit B as determined by the City.

LABOR CLASSIFICATION	BILLING RATE
Consultant Environmental	
Honey Walters, Principal	\$240
Erik de Kok, AICP, Project Manager	\$175
Planner/Assistant Project Manager	\$120
Transportation Planner	\$140

LABOR CLASSIFICATION	BILLING RATE
GIS Specialist/Graphics	\$135
Document Production/Specialist	\$100
Hatch Urban Solutions	
Alexander Quinn, Director	\$300
Consultant	\$200
Associate	\$155
Analyst	\$105
Kearns & West	
Ben Gettleman, Vice President	\$210
Nora De Cuir	\$190
Associate	\$120

Continued on next page

Budget by Task

Task 1:	Review Background Information and Data	Budget
1.1	Review relevant general background information and data	\$5,170
Subtotal, Task 1		\$5,170
Task 2:	Gather Input from Stakeholders and the Public	Price
2.1	Form three working groups	\$11,120
2.2	Conduct up to two community-wide workshops	\$24,940
2.3	Facilitate three working groups meetings for each of the working groups (up to nine meetings)	\$38,260
Subtotal, Task 2		\$74,320
Task 3:	Analyze Risks and Identify Strategies	Price
3.1	Review background data/research and existing City facilities, resources, and policies re: three impacts	\$2,780
3.2	Analyze climate change impacts on the local transportation system.	\$74,040
3.3	Identify and document need for facilities, programs, and protocols to mitigate and respond to risks	\$15,620
3.4	Identify potential alternative strategies and actions for mitigating and responding to risks.	\$20,480
Subtotal, Task 3		\$112,920
Task 4:	Evaluate Possible Resilience Strategies, Select Preferred Strategies, and Identify Actions	Price
4.1	Review potential resilience strategies, discuss feasibility and pros/cons of strategies, determine preferred strategies	\$8,860
4.2	Identify actions to implement preferred strategies.	\$4,680
4.3	Estimate funding and other resources needed to implement actions.	\$17,600
Subtotal, Task 4		\$31,140
Task 5:	Research Funding Sources and Identified Actions	Price
5.1	Research available sources of funding to implement the actions identified through the planning process	\$11,720
Subtotal, Task 5		\$11,720
Task 6:	Form a Community Resilience Working Group	Price
6.1	Recruit stakeholders to participate in an ongoing Community/Mobility Resilience Working Group.	\$3,360
Subtotal, Task 6		\$3,360
Task 7:	Prepare Draft Community Resilience Plan	Price
7.1	Prepare Administrative Draft Community Resilience Plan	\$35,440
7.2	Prepare Public Draft of Community Resilience Plan	\$8,120
7.3	Prepare Planning Commission Draft of the Community Resilience Plan and Attend up to 2 Planning Commission hearings	\$10,570
7.4	Develop and publish online Story Map tool	\$15,340
Subtotal, Task 7		\$69,470
Task 8:	Prepare Final Community Resilience Plan	Price

8.1	Prepare Final Community Resilience Plan	\$13,240
8.2	Attend City Council hearing	\$1,530
Subtotal, Task 8		\$14,770
Task 9:	Project Management	Price
	Coordination meetings/calls/emails, manage schedule, prep invoices and progress reports, etc.	\$16,030
Subtotal, Task 9		\$16,030
TOTAL PRICE		\$338,900

##

EXHIBIT D
Insurance Requirements

Prior to commencement of any work under this Contract, Consultant shall provide to the City proof of, and maintain in full force and effect at all times during the term of the Contract, at its sole cost and expense, policies of insurance as set forth herein:

1. General Liability:
 - a. Comprehensive general liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability and product and completed operations liability.
 - b. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage form CG 0001 (occurrence).
 - c. Claims-made coverage is not acceptable.
 - d. The limits of liability shall not be less than:

Each occurrence:	One Million Dollars (\$1,000,000)
Products & Completed Operations:	One Million Dollars (\$1,000,000)
Personal & Advertising Injury:	One Million Dollars (\$1,000,000)
 - e. If a products and completed operations aggregate limit of liability is used, the minimum products and completed operation aggregate shall be twice the each occurrence limit or the policy shall contain an endorsement stating that the products and completed operations aggregate limit shall apply separately to this contract.
2. Automobile Liability:
 - a. Automobile liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of automobiles with combined single limits of no less than \$300,000.00
 - b. Non-commercial policies are acceptable.
3. Worker's Compensation
 - a. Worker's Compensation Insurance, with coverage as required by the State of California (unless the Consultant is a qualified self-insurer with the State of California), and Employers Liability coverage. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in Exhibit E.
 - b. Employer's Liability Coverage shall not be less than the statutory requirements.
 - c. If an injury occurs to any employee of the Consultant for which the employee or his dependents, in the event of his death, may be entitled to compensation from the City under the provisions of the Acts, for which compensation is claimed from the City, there will be retained out of the sums due the Consultant under this Contract, an amount sufficient to cover such compensation as fixed by the Acts, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to the Consultant.
 - d. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents, and authorized volunteers for losses arising from work performed by the Consultant.
4. Errors and Omissions; Malpractice; Professional Liability. Errors and omissions, malpractice, or professional liability insurance with coverage of not less than \$1,000,000

per occurrence. Upon termination of this Contract, the same insurance requirements in Section 4 of this Exhibit will apply for a one (1) year period following such termination. A "tail" policy may be purchased as an alternative to satisfy this requirement.

5. Other Insurance Provisions: The general liability coverage shall contain the following provisions and endorsements:
 - a. The City, its officials, employees, agents and authorized volunteers shall be covered and specifically named as additional insured as respects liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied, or used by the Consultant, or automobiles leased, hired, or borrowed by the Consultant on a separate endorsement acceptable to the City.
 - b. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents, and authorized volunteers for losses arising from work performed by the Consultant.
 - c. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officials, employees, agents, or authorized volunteers.
 - d. Provision or endorsement stating that for any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officials, employees, agents, and authorized volunteers to the extent the City is an additional insured. Any insurance or self-insurance maintained by the City, its officials, employees, agents, or authorized volunteers shall be in excess of the Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss or judgment.
 - e. Any failure to comply with reporting or other provisions of the policies on the part of the Consultant, including breaches of warranties, shall not affect Consultant's requirement to provide coverage to the City, its officials, employees, agents, or authorized volunteers.
6. Acceptability of Insurers: Insurance is to be placed with insurers with a **Bests' rating of no less than A:VII.**
7. Any deductibles, aggregate limits, pending claims or lawsuits that may diminish the aggregate limits, or self-insured retention(s), must be declared to, and approved by, the City.
8. The Consultant shall furnish the City with certificates of insurance and original endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this Contract. At the written request of the City, Consultant agrees to furnish a duplicate original or certified copy of each required policy including the declaration pages, conditions, provisions, endorsements, and exclusions.
9. The City, due to unforeseen risks or exhaustion, failure, or dilution of Consultant's insurance coverage, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of the contract by giving 30 days written notice.
10. The Consultant shall serve the City notice, in writing by certified mail, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement that concern the suspension, voidance, cancellation, termination, reduction in coverage or limits, non-renewal, or material changes of coverage proposed or otherwise.
11. If the Consultant fails to procure or maintain insurance as required by this section, and any Supplementary Conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due the Consultant under the contract.

12. Failure of the City to obtain such insurance shall in no way relieve the Consultant from any of its responsibilities under the contract.
13. The making of progress payments to the Consultant shall not be construed as relieving the Consultant or its Sub-Consultants or agents of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by the City.
14. The failure of the City to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the contract.
15. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

EXHIBIT E
Certificate of Compliance With Labor Code § 3700, Release and Indemnification

The undersigned, on behalf of and as the duly certified representative of Consultant, certifies as follows:

1. Consultant is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Consultant has complied or will comply with such provisions before commencing the performance of the work of this contract. (Cal. Labor Code §§1860, 1861.)

2. Should Consultant fail to secure Workers' Compensation coverage as required by the State of California, Consultant shall release, hold harmless, defend and indemnify City of Elk Grove from and against any damage, liability, claim, cause of action and any other loss, including without limitation, court costs, reasonable attorney's fees and costs resulting from any failure to take and/or maintain Workers' Compensation insurance as required by law. The provisions of this Exhibit shall survive termination, suspension and/or completion of this Contract. It is further understood and agreed that this release and assumption of risk is to be binding on Consultant's successors, heirs and assigns.

CONSULTANT

By: 

Date: 5/19/19

Name: Honey L. Walters

Title: Principal

EXHIBIT F

**Restricted Grant Agreement
between the City of Elk Grove and Caltrans**

See next page

**ADAPTATION GRANTS (STATE)
RESTRICTED GRANT
AGREEMENT**

THIS RESTRICTED GRANT AGREEMENT (RGA), between the State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS**, and the **CITY OF ELK GROVE**, hereinafter referred to as **AGENCY**, will commence on **October 1, 2018**, or upon approval by **CALTRANS**, whichever occurs later. This RGA is of no effect unless approved by **CALTRANS**. **AGENCY** shall not receive payment for work performed prior to approval of the RGA and before receipt of notice to proceed by the **CALTRANS** Contract Manager. This RGA shall expire on **February 28, 2021**.

RECITALS

1. Under this RGA, **CALTRANS** intends to convey State restricted grant funds to **AGENCY**, pursuant to Budget Act Line Item 2660-101-0046, who will conduct transportation studies and planning within the regional area under the jurisdiction of **AGENCY** under the terms, covenants and conditions of this RGA.
2. **CALTRANS** and **AGENCY** intend that only funds that are authorized as restricted grants will be subject to this RGA, and that no funds that should be the subject of a Joint Powers Agreement, Interagency Agreement, or other non-grant agreement shall be subject to this RGA.

NOW, THEREFORE, based upon the terms, covenants and conditions of this RGA, the parties agree as follows:

SECTION I

AGENCY AGREES:

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

SECTION II

CALTRANS AGREES:

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

SECTION III

IT IS MUTUALLY AGREED:

1. Under this RGA, **CALTRANS** shall convey State grant restricted funds to **AGENCY**, pursuant to Budget Act Line Item 2660-101-0046, and **AGENCY** shall conduct transportation studies and planning within the regional area as described in **Attachment II**. The funds subject to this RGA must be (a) identified as available for a restricted grant in **CALTRANS's** budget and (b) for the purpose of conducting transportation studies or planning and (c) to a public entity that is responsible for conducting transportation studies or planning.
2. Under this restricted grant, funds may be only used for the purpose set forth in RGA, Resolution (**Attachment I**), Scope of Work and Project timeline (**Attachment II**), and Grant Application Guide, available at: <http://www.dot.ca.gov/hq/tpp/offices/orip/Grants/grants.html>, and funds may only be used for costs and expenses that are directly related to such purpose.
3. **AGENCY** shall perform all the duties and obligations described in the "**City of Elk Grove-Community Resilience Plan**," hereinafter the Project, subject to the terms and conditions of this RGA and the Approved Project Grant Application (Scope of Work and Project timeline), which are attached hereto as **Attachment II**.
4. The resolution authorizing **AGENCY** to execute this RGA pertaining to the above described Project is attached hereto as **Attachment I**.
5. All services performed by **AGENCY** pursuant to this RGA shall be performed in accordance with 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 Grant Application Guide.

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

6. Project funding is as follows:

<u>FUND TITLE</u>	<u>FUND SOURCE</u>	<u>DOLLAR AMOUNT</u>
Public Transportation Account (PTA)	State	\$300,000.00
LOCAL MATCH	Agency Provided	\$38,900.00
Total Project Costs		\$338,900.00

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

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

8. Notification of Parties

- a. **AGENCY's** Project Manager for PROJECT is Christopher Jordan.
- b. **CALTRANS's** Contract Manager is Alexander Fong, "Contract Manager" as used herein includes his/her designee.
- c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

City of Elk Grove

Attention: Christopher Jordan, Grantee Project Manager
Phone Number: (916) 478-2222
Email: cjordan@elkgrovecity.org
8401 Laguna Palms Way
Elk Grove, CA 95758

California Department of Transportation

District 3/Planning
Attention: Alexander Fong, Contract Manager
Phone Number: (530) 634-7616
Email: alexander.fong@dot.ca.gov
703 B Street
Marysville, CA 95901

9. Period of Performance

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

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

10. Changes in Terms/Amendments

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

11. Cost Limitation

- a. The maximum total amount granted and reimbursable to **AGENCY** pursuant to this RGA by **CALTRANS** shall not exceed **\$300,000.00**.
- b. It is agreed and understood that this RGA fund limit is an estimate and that **CALTRANS** will only reimburse the cost of services actually rendered in accordance with the provisions of this RGA and as authorized by the **CALTRANS** Contract Manager at or below that fund limitation established herein.

12. Termination

- a. **CALTRANS** reserves the right to terminate this RGA upon written notice to **AGENCY** at least thirty (30) days in advance of the effective date of such termination in the event **CALTRANS** determines (at its sole discretion) that **AGENCY** 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 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 sixty (60) days after the Termination Date to submit invoices to **CALTRANS** to make final allowable payments for Project costs in accordance with the terms of this RGA. Failure to submit invoices within this period of time shall result in a waiver by **AGENCY** of its right to reimbursement of expended costs.

13. Budget Contingency Clause

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

terminate this Agreement with no liability occurring to **CALTRANS**, or offer a RGA Amendment to **AGENCY** to reflect the reduced amount.

14. Payment and Invoicing

- a. The method of payment for this RGA will be based on the actual allowable costs that are incurred in accordance with the provisions of this 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 an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III – Cost Principles, Item 16.d**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III – Cost Limitations, Item 11.a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel and other estimated costs and fees set forth in **Attachment II** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY**.
- b. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in accordance with the provisions of this Agreement and in the performance of the Project Work. **AGENCY** must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this RGA and before the Expiration Date, but must have also paid for those costs to claim any reimbursement.
- c. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its sub-recipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: http://www.dot.ca.gov/hq/asc/travel/ap_b/bu1.htm
Also see website for summary of travel reimbursement rules.
- d. **AGENCY** shall submit invoices to **CALTRANS** at least quarterly but no more frequently than monthly in arrears for completion of milestones in accordance with the Project Timeline in **Attachment II** to the satisfaction of the **CALTRANS** Contract Manager. Invoices shall reference this RGA Number and shall be signed and submitted to the **CALTRANS**' Contract Manager at the following address, as stated in **Section III – Notification of Parties, Item 8.c**.
- e. Invoices shall include the following information:
 - 1) Names of the **AGENCY** personnel performing work
 - 2) Dates and times of Project Work
 - 3) Locations of Project Work
 - 4) Itemized costs as set forth in **Attachment II**, including identification of each

employee, contractor 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.

- 5) **AGENCY** shall submit written progress reports with each set of invoices to allow the **CALTRANS** Contract Manager to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.
- f. Incomplete or inaccurate invoices shall be returned to the **AGENCY** unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per **Section III – Termination, Item 12**.
- g. **CALTRANS** will reimburse **AGENCY** for all allowable Project costs at least quarterly but no more frequently than monthly in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of an itemized signed invoice.
- h. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date the RGA expires. **AGENCY** has sixty (60) days after that Expiration Date to make final allowable payments to Project contractors or vendors, and submit the Project's Final Product(s) as defined in **Attachment II** and a final invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the sixtieth (60th) day will be reverted and will no longer be accessible to reimburse late Project invoices.

15. Local Match Funds

- a. **AGENCY** shall contribute not less than a proportional cash amount toward the services described herein on a monthly or quarterly basis. The frequency of the payments shall be agreed upon by the parties in a document signed by both parties. Notwithstanding the foregoing, to the extent that in-kind contributions are permitted under this Agreement, the contributions may be counted as cash when they are actually received by **CALTRANS**. Except where expressly allowed in writing herein, reimbursement of credits for local matching funds will be made or allowed only for work performed on and after the date of issuance of the Notice to Proceed and prior to the Expiration Date of this RGA.
- b. Local cash and in-kind match requirements can be found at: <http://www.dot.ca.gov/hq/tpp/offices/orip/Grants/grants.html>, Grants Application Guide. **AGENCY** agrees to contribute the statutorily required local contribution of matching funds if any is specified within this RGA or in any Attachment hereto, toward the actual cost of the services described in **Attachment II**. **AGENCY** shall contribute not less than its required match amount toward the services described herein. Local cash and in-kind match requirements can be found at the Office of Regional Planning (ORP) website: <http://www.dot.ca.gov/hq/tpp/offices/orip/Grants/grants.html>

16. Cost Principles

- a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **AGENCY** agrees, and will assure that its contractors, sub-recipients, and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to the extent applicable.
- c. Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due **CALTRANS** within thirty (30) days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.
- d. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at:
<http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm>.
- e. **AGENCY** agrees and shall require that all of its related agreements with consultants and sub-recipients contain provisions requiring adherence to this section in its entirety **except for section c, above**.

17. Americans with Disabilities Act

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

18. Indemnification

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

19. Nondiscrimination Clause (2 CCR 11105 Clause b)

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

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

20. Retention of Records/Audits

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

CALTRANS, for the purpose of any investigation to ascertain compliance with this RGA.

- e. Additionally, all grants may be subject to a pre-award audit prior to execution of the RGA to ensure **AGENCY** has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.
- f. Any contract with a contractor, subcontractor, or sub-recipient entered into as a result of this RGA Agreement shall contain all the provisions of this article.

21. Disputes

- a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**. The decision of the **CALTRANS** Contract Officer shall be the **CALTRANS**'s final decision regarding the dispute.
- b. Neither the pendency of a dispute nor its consideration by the **CALTRANS** Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of the RGA.

22. Third-Party Contracts

- a. **AGENCY** shall perform the work contemplated with resources available within its own organization and no portion of the work shall be contracted to a third party without prior written authorization by **CALTRANS** Contract Manager unless expressly included (sub-recipient identified) in **Attachment II** as part of the identified Project work.
- b. All State-government-funded procurements must be conducted using a fair and competitive procurement process. **AGENCY** may use its own procurement procedures as long as the procedures comply with the local **AGENCY**'s laws, rules, and ordinances governing procurement and all applicable provisions of state law, including without limitation the requirement that the **AGENCY** endeavor to obtain at least three (3) competitive bids for solicitation of goods, services and consulting services (see Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code); a qualifications-based solicitation process, for which statements of qualifications are obtained from at least three (3) qualified firms for architecture and engineering services (see Title 1, Division 5, Chapter 10 of the Government Code); and, the provisions of the Local Assistance Procedures Manual (LAPM), Chapter 10, which are not inconsistent with this section 23, Third Party Contracts. The LAPM can be found and the following link:
<http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm#LAPMop1>.
- c. Any contract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to **AGENCY**'s sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors must be submitted to the **CALTRANS** Contract Manager.

- d. **CALTRANS** does not have a contractual relationship with the **AGENCY's** sub-recipients, contractors, or subcontractors and the **AGENCY** shall be fully responsible for all work performed by its sub-recipients, contractors, or subcontractors.
- e. Prior authorization in writing by the **CALTRANS** Contract Manager shall be required before **AGENCY** enters into any non-budgeted purchase order or sub-agreement for supplies, or consultant services. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs. **AGENCY** shall retain all receipts for such purchases or services and shall submit them with invoices per **Section III, Item 14e.4, above**.
- f. Any contract entered into by **AGENCY** as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to sub-recipients, contractors and, subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the sub-recipients, contractors, and subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section III, Item 14c, above**.

23. Drug-Free Workplace Certification

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

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by GC Section 8355(a).
- b. Establish a Drug-Free Awareness Program as required by GC Section 8355(a)(2) to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace.
 - 2) The person's or organization's policy of maintaining a Drug-Free workplace;
 - 3) Any available counseling, rehabilitation, and employee assistance programs.
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by GC Section 8355(a)(3), that every employee who works on the proposed contract or grant:
 - 1) Will receive a copy of the company's Drug-Free policy statement.
 - 2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
- d. Failure to comply with these requirements may result in suspension of payments

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

24. Relationship of Parties

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

25. State-Owned Data

- a. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
- 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
 - 2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
 - 3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
 - 4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
 - 5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
 - 6) Notify the **CALTRANS** Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
 - 7) Advise the owner of the State-owned data, the **AGENCY** Information Security Officer, and the **AGENCY** Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
- b. **AGENCY** agrees to use the State-owned data only for State purposes under this RGA.

- c. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s). (State Administrative Manual (SAM) Section 5335.1)

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

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

27. Mandatory Organic Waste Recycling

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

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

- 1) Source separate organic waste from other waste and subscribe to a basic level of organic waste recycling service that includes collection and recycling of organic waste.
- 2) Recycle its organic waste onsite or self-haul its own organic waste for recycling.
- 3) Subscribe to an organic waste recycling service that may include mixed waste processing that specifically recycles organic waste.

When applicable, **AGENCY** must comply with these provisions.

28. Project Close Out/Final Product

- a. **AGENCY** will provide two (2) electronic versions of the Final Product(s) to the **CALTRANS** Contract Manager.
- b. **CALTRANS** reserves the right to withhold final payment to **AGENCY** pending receipt of Final Product(s) to the **CALTRANS** Contract Manager.

29. OWNERSHIP OF PROPRIETARY PROPERTY

a. **Definitions**

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

b. **OWNERSHIP OF WORK PRODUCT AND RIGHTS**

- 1) **Copyright Ownership of Work Product**: Except in regard to Pre-existing Works, all **Work Product** derived by the **Work** performed by the **AGENCY**, its employees or by any of the **AGENCY's** contractor's, subcontractor's and/or sub-recipient's employees under this RGA, shall be jointly owned by **CALTRANS** and the **AGENCY**. **CALTRANS** and the **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. All Rights Reserved." For example, a **Work Product** created in the year 2012 would contain the copyright designation © 2012 California Department of Transportation. All Rights Reserved.

- 2) **Vesting of Copyright Ownership:** **AGENCY**, its employees and all of **AGENCY's** contractor's, subcontractor's and sub-recipient's employees agrees to perpetually assign, and upon creation of each **Work Product** automatically assigns, to **CALTRANS**, its successors and assigns, a joint ownership interest of all United States and international copyrights in each and every **Work Product**. From time to time upon **CALTRANS's** request, the **AGENCY's** contractor, subcontractor, and/or sub-recipients and/or its/their employees, shall confirm such assignments by execution and delivery of such assignments, confirmations or assignment, or other written instruments as **CALTRANS** may request. **CALTRANS**, its successors and assigns, shall have the right to obtain and hold in its or their own name(s) all copyright registrations and other evidence of rights that may be available for Work Product. **AGENCY** hereby agrees to waive all moral rights relating to identification of authorship restriction or limitation on use, or subsequent modifications of the **Work**.

c. **INVENTIONS**

- 1) **Vesting of Patent Ownership:** The **AGENCY**, its employees and all **AGENCY's** contractors, subcontractors and sub-recipients hereby agrees to assign to **CALTRANS**, its successors, and assigns, all Inventions, together with the right to seek protection by obtaining patent rights therefore and to claim all rights or priority there under, and the same shall become and remain **joint** property regardless of whether such protection is sought. The **AGENCY**, its employees and **AGENCY's** contractor, subcontractor and sub-recipient shall promptly make a complete written disclosure to **CALTRANS** of each Invention not otherwise clearly disclosed to **CALTRANS** in the pertinent Work Product, specifically pointing out features or concepts that the **AGENCY**, its employees and/or **AGENCY's** contractor, subcontractor and/or sub-recipient believes to be new or different. The **AGENCY**, its employees and **AGENCY's** contractor, subcontractor and sub-recipient shall, upon **CALTRANS's** request and at **CALTRANS's** expense, cause patent applications to be filed thereon, through solicitors designated by **CALTRANS**, and shall sign all such applications over to **CALTRANS**, its successors, and assigns. The **AGENCY**, its employees and **AGENCY's** contractor, subcontractor and sub-recipient shall give **CALTRANS** and its solicitors all reasonable assistance in connection with the preparation and prosecution of any such patent applications and shall cause to be executed all such assignments or other instruments or documents as **CALTRANS** may consider necessary or appropriate to carry out the intent on this Agreement.
- 2) **Agency:** In the event that **CALTRANS** is unable for any reason whatsoever to secure the **AGENCY's**, its employees' and/or **AGENCY's** contractor's, subcontractor's and/or sub-recipient's signature required hereunder to apply for or prosecute any United States copyright, trademark, or patent application described in this Section 29 (including renewals or divisions thereof), **AGENCY**, its employees and **AGENCY's** contractor, subcontractor, and sub-recipient hereby irrevocably designates and appoints **CALTRANS** and its duly authorized officers and agents, as its agent and attorney-in-fact, to act for and on **AGENCY**,

its employees and **AGENCY's** contractor's, subcontractor's, and/ sub-recipient behalf and stead, to execute and file such applications and to do all other lawfully permitted acts to further the prosecution and issuance of any copyrights, trademarks or patents thereon with the same legal force and effect as if executed by **AGENCY**, its employees and **AGENCY's** contractor, subcontractor and sub-recipient. **CALTRANS** shall have no obligations to file any copyright, trademark or patent applications.

d. **ADDITIONAL PROVISIONS**

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

e. **OWNERSHIP OF DATA**

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

The **AGENCY** shall furnish **CALTRANS** all necessary copies of data needed to complete the review and approval process.

- 2) **AGENCY** is not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by **CALTRANS** of the machine readable information and data provided by **AGENCY** under this Agreement; further, **AGENCY** is not liable for claims, liabilities or losses arising out of, or connected with, any use by **CALTRANS** of the project documentation on other projects, for additions to this project, or for the completion of this project by others, excepting only such use as may be authorized, in writing, by **AGENCY**.
- 3) Any sub-agreement in excess of \$25,000.00, entered, into as a result of this Agreement, shall contain all of the provisions of this clause.

SECTION IV

ATTACHMENTS:

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



- I. **AGENCY** Resolution
- II. Scope of Work and Project Timeline

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

STATE OF CALIFORNIA

CITY OF ELK GROVE

DEPARTMENT OF TRANSPORTATION

By: 	By: 
Printed Name: Kathleen Stonetakai	Printed Name: Jason Behrman
Title: Contract Officer	Title: Interim City Manager
Date: 11/5/2018	Date: 12/31/2018

By:
Printed Name:
Title:
Date:
By:
Printed Name:
Title:
Date:

RESOLUTION NO. 2018-155

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE
AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE
CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR
THE CITY OF ELK GROVE COMMUNITY RESILIENCE PLAN**


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

WHEREAS, a Restricted Grant Agreement must be executed with the California Department of Transportation before such funds can be claimed through the Transportation Planning Grant Program; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Elk Grove hereby authorizes the City Manager to execute all Restricted Grant Agreements, any amendments thereto, and any related documents with the California Department of Transportation and to take all other actions reasonably necessary to implement such agreements and documents.

PASSED AND ADOPTED by the City Council of the City of Elk Grove this 25th day of July 2018.




STEVE LY, MAYOR of the
CITY OF ELK GROVE

ATTEST:



JASON LINDGREN, CITY CLERK

APPROVED AS TO FORM:



JONATHAN P. HOBBS,
CITY ATTORNEY

CERTIFICATION
ELK GROVE CITY COUNCIL RESOLUTION NO. 2018-155

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO) ss
CITY OF ELK GROVE)

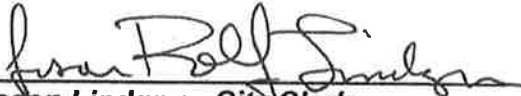
I, Jason Lindgren, City Clerk of the City of Elk Grove, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the City Council of the City of Elk Grove at a regular meeting of said Council held on July 25, 2018 by the following vote:

AYES: COUNCILMEMBERS: Ly, Suen, Detrick, Hume, Nguyen

NOES: COUNCILMEMBERS: None

ABSTAIN: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: None


Jason Lindgren, City Clerk
City of Elk Grove, California

City of Elk Grove Mobility Resilience Plan
SCOPE OF WORK

The City of Elk Grove intends to prepare a Mobility Resilience Plan to develop detailed actions, funding strategies, and partnerships to respond and adapt to the local impacts of climate change on the transportation system. The plan will focus on three primary climate-related impacts that the City has identified as its highest priorities: flooding, extreme heat, and the fiscal impact to the City of declining sales tax revenue due to an expected reduction in driving and vehicle and fuel sales. The planning process will involve close collaboration with community organizations and other public agencies, and will tie into transportation-related climate change adaptation initiatives that are underway at the regional and state levels.

This scope of work summarizes the planning process and deliverables for the Elk Grove Mobility Resilience Plan.

RESPONSIBLE PARTIES:

The City of Elk Grove will carry out the project with the services of a consulting firm. A consultant will be selected through a competitive Request for Proposals process. City staff will ensure that the total project budget from the selected consultant does not exceed the estimated costs and fees set forth in this Attachment without prior written consent of Caltrans.

OVERALL PROJECT OBJECTIVES:

- Support and contribute to regional and state goals by focusing on adaptation to climate change of Elk Grove's transportation network and infrastructure system
- Analyze and quantify the risks to the City and the transportation network related to the three identified priority climate change impacts.
- Identify a range of potential strategies for both mitigations and responses to the identified risks.
- Select preferred strategies for risk mitigation and responses based on input from stakeholders, City officials, and the public, and identify specific actions to implement selected strategies.
- Form a Mobility Resilience Task Force comprising key community stakeholders to oversee implementation of selected programs and actions.
- Identify potential sources of funding for adaptation programs and actions.
- Prepare a Mobility Resilience Plan summarizing risks, strategies, and actions, to be adopted by the City Council.

1. Project Initiation and Ongoing Project Management

- Task 1.1** Project kick-off meeting with Caltrans staff
- Task 1.2** RFP for consultant services
- Task 1.3** Ongoing fiscal management and invoicing
- Task 1.4** Quarterly reports to Caltrans
- Task 1.5** Quarterly calls with Caltrans staff

- **Responsible Party: City staff**

Task	Deliverable
1.1	<i>Meeting notes</i>
1.2	<i>RFP for consultant services</i>
1.3	<i>Invoice packages to Caltrans Contract</i>
1.4	<i>Quarterly reports to Caltrans</i>
1.5	<i>Quarterly Calls with Caltrans Staff</i>

2. Review Background Information and Data

Task 2.1 Review relevant general background information and data about climate change impacts and risks in Elk Grove and surrounding areas. Sources to be reviewed include the Elk Grove Vulnerability Assessment (prepared for 2017 General Plan update), Sacramento County Local Hazard Mitigation Plan (2016), Cal-Adapt website, and ICARP Adaptation Clearinghouse website.

- **Responsible Party: Consultant team**

Task	Deliverable
2.1	<i>Summary of background information and data</i>

3. Gather Input from Stakeholders and the Public

Task 3.1 Form three working groups corresponding to the three areas of focus: flooding, extreme heat, and fiscal impact of loss of auto and gas sales tax revenue.

Task 3.2 Conduct public workshops to obtain input on issues to be addressed through the planning process, and on identified risks and potential actions (two community-wide workshops).

Task 3.3 Facilitate working group meetings to guide the planning process and provide input on interim work products (three meetings for each group).

- **Responsible Party: Consultant team, City staff**

Task	Deliverables
3.1	<i>Rosters of working group members</i>
3.2	<i>Summary notes from each public workshop</i>
3.3	<i>Summary notes from each working group meeting</i>

4. Analyze Risks and Identify Strategies

- Task 4.1** Review applicable background data/research and existing City facilities, resources, and policies related to three identified priority impacts.
- Task 4.2** Conduct analyses of the extent of expected climate change impacts on the local transportation system. *(Note on budget: A thorough technical analysis will be conducted for each of the three priority topics. This task therefore represents a significant amount of consultant team's time).*
- Task 4.3** Identify and document need for facilities, programs, and protocols to mitigate and respond to risks (e.g. infrastructure improvements for flooding and extreme heat, and alternative land uses for auto mall sites and alternative tax collection structures for loss of auto/gas sales tax revenue).
- Task 4.4** Identify potential alternative strategies and actions for mitigating and responding to risks.

Please note that Tasks 4.1 through 4.4 will involve two rounds of review and input by each of the three working groups; however, the costs related to working group activities are included in the budget for Task 3.3 – Working Group Meetings.

- **Responsible Party: Consultant team, working groups, City staff**

Tasks	Deliverables
4.1 – 4.4	<i>Series of white papers summarizing risks and potential mitigation and response strategies; one white paper for each priority area of focus (flooding, extreme heat, fiscal impact of loss of auto and gas sales tax revenue)</i>

5. Evaluate Possible Resilience Strategies, Select Preferred Strategies, and Identify Actions

- Task 5.1** Review potential resilience strategies, discuss feasibility and pros and cons of strategies, and determine preferred strategies.
- Task 5.2** Identify actions to implement preferred strategies.
- Task 5.3** Estimate funding and other resources needed to implement actions.

Please note that Tasks 5.1 and 5.2 will involve review and input by each of the three working groups; however, the costs related to working group activities are included in the budget for Task 3.3 – Working Group Meetings.

- **Responsible Party: Consultant team, working groups, City staff**

Task	Deliverables
5.1, 5.2	<i>Draft list of preferred adaptation strategies and actions</i>

5.3	<i>Preliminary estimates of funding and resources needed to implement actions</i>
-----	---

6. Research Funding Sources for Identified Actions

Task 6.1 **Research available sources of funding to implement the actions identified through the planning process, such as regional, state, and federal grants, private foundations, and corporate philanthropy.**

- **Responsible Party: Consultant team, working groups**

Task	Deliverable
6.1	<i>Draft list of potential funding sources and eligible activities for funding, matched with corresponding actions</i>

7. Form a Mobility Resilience Task Force

Task 7.1 **Recruit community, business and public agency stakeholders to participate in an ongoing Mobility Resilience Task Force. This task force would meet periodically after adoption of the Mobility Resilience Plan and would provide oversight and guidance on implementation of actions included in the plan, applications for grants to identified actions, and related matters.**

Note: The working groups are intended to advise and guide development of the plan itself, while the task force would be formed to oversee implementation of the plan. It is expected that some members of the working groups would continue to serve on the Mobility Resilience Task Force.

- **Responsible Party: Working groups, City staff, consultant team**

Task	Deliverable
7.1	<i>Membership roster for Mobility Resilience Task Force, with commitments from members to serve for a minimum of one year</i>

8. Prepare Draft Mobility Resilience Plan

- Task 8.1** **Prepare administrative draft of Mobility Resilience Plan for City review and comment.**
- Task 8.2** **Prepare public draft of Mobility Resilience Plan to be presented at public hearing before Planning Commission.**
- Task 8.3** **Planning Commission hearing**

- **Responsible Party: Consultant team, City staff, Planning Commission**

Task	Deliverables
8.1	<i>Mobility Resilience Plan – administrative draft</i>
8.2	<i>Mobility Resilience Plan – public review draft</i>
8.2	<i>Presentation for Planning Commission public hearing on draft Mobility Resilience Plan</i>
8.3	<i>Minutes from Planning Commission hearing, Planning Commission resolution</i>

9. Prepare Final Mobility Resilience Plan

- Task 9.1** Prepare final Mobility Resilience Plan for adoption at public hearing before City Council.
- Task 9.2** City Council hearing

- **Responsible Party: Consultant team, City staff, City Council**

Task	Deliverable
9.1	<i>Final Mobility Resilience Plan</i>
9.1	<i>Presentation for City Council public hearing on final Mobility Resilience Plan</i>
9.2	<i>Minutes from City Council hearing, Council resolution, adopted Mobility Resilience Plan</i>

**California Department of Transportation
 Transportation Planning Grants
 Fiscal Year 2018-19**

**Elk Grove Mobility Resilience Plan
 PROJECT TIMELINE**

Project Title		Elk Grove Community Resilience Plan						Grantee		City of Elk Grove												Deliverable														
		Fund Source		Fiscal Year 2018/19				FY 2019/20				FY 2020/21																								
Task Number		Responsible Party	Total Cost	Grant Amount	Local Cash Match	Local In-Kind Match	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J						
1 Project Initiation and Ongoing Project Management																																				
1.1	Kick-off meeting with Caltrans	City	\$0	\$0	\$0																															Meeting notes
1.2	RFP for consultant services	City	\$0	\$0	\$0																															Request for Proposals, executed consultant contract
1.3	Ongoing fiscal management and invoicing	City	\$0	\$0	\$0																															Invoice packages to Caltrans
1.4	Quarterly reports to Caltrans	City	\$0	\$0	\$0																															Quarterly reports to Caltrans
1.5	Quarterly calls with Caltrans staff	City	\$0	\$0	\$0																															Quarterly phone calls with Caltrans
2 Review Background Information and Data																																				
2.1	Review general background information and data	Consultant	\$20,000	\$17,706	\$2,294																															Summary of background info and data
3 Gather Input from Stakeholders and Public																																				
3.1	Form three working groups	City, consultant	\$7,000	\$6,197	\$803																															Rosters of working group members
3.2	Public workshops (2)	Consultant, City	\$20,000	\$17,706	\$2,294																															Notes from public workshops
3.3	Working group meetings (9)	Consultant, City	\$40,000	\$35,412	\$4,588																															Notes from working group meetings
4 Analyze Risks and Identify Strategies																																				
4.1	Review background data/research, existing City facilities, resources, & policies	Consultant, City	\$23,000	\$20,362	\$2,638																															Series of white papers summarizing risks, potential mitigation & response strategies
4.2	Conduct analyses of extent of climate change impacts	Consultant	\$45,000	\$39,839	\$5,162																															Series of white papers summarizing risks, potential mitigation & response strategies
4.3	Identify need for facilities, programs and protocols to mitigate and respond to risks	Consultant, City, working groups	\$10,000	\$8,853	\$1,147																															Series of white papers summarizing risks, potential mitigation & response strategies
4.4	Identify alternative strategies for mitigating and responding to risks	Consultant, City, working groups	\$10,000	\$8,853	\$1,147																															Series of white papers summarizing risks, potential mitigation & response strategies
5 Evaluate Resilience Strategies, Select Preferred Strategies and Identify Actions																																				
5.1	Review and discuss potential strategies; determine preferred strategies	Consultant, City, working groups	\$5,000	\$4,427	\$574																															Draft list of preferred resilience strategies
5.2	Identify actions to implement preferred strategies	Consultant, City, working groups	\$18,500	\$16,378	\$2,122																															Draft list of actions to implement strategies
5.3	Estimate funding and resources to implement actions	Consultant, City	\$15,500	\$13,722	\$1,778																															Preliminary estimates of funding and resources
6 Research Funding Sources for Actions																																				
6.1	Research sources of funding to implement identified actions	Consultant	\$20,000	\$17,706	\$2,294																															Draft list of potential funding sources and eligible activities
7 Form Mobility Resilience Task Force																																				
7.1	Recruit community and business stakeholders to participate in Mobility Resilience Task Force.	City, consultant	\$6,000	\$5,312	\$688																															Membership roster for Mobility Resilience Task Force
8 Prepare Draft Mobility Resilience Plan																																				
8.1	Prepare administrative draft Mobility Resilience Plan	Consultant	\$55,000	\$57,545	\$7,455																															Administrative draft Mobility Resilience Plan
8.2	Prepare public review draft Mobility Resilience Plan	Consultant	\$20,000	\$17,706	\$2,294																															Public draft Mobility Resilience Plan
8.3	Planning Commission hearing	City staff, Planning Commission	\$3,000	\$2,656	\$344																															Minutes from Planning Commission hearing, Planning Commission resolution
9 Prepare Final Mobility Resilience Plan																																				
9.1	Prepare Final Mobility Resilience Plan	Consultant	\$7,900	\$6,994	\$906																															Final Mobility Resilience Plan
9.2	City Council hearing	City staff, City Council	\$3,000	\$2,628	\$372																															Minutes from City Council hearing, Council resolution, adopted Mobility Resilience Plan
			TOTALS	\$338,900	\$300,000	\$38,900	\$0																													