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SUBAPPLICANT AGREEMENT

This SUBAPPLICANT AGREEMENT (the "Agreement"), effective as of the Effective Date, as defined herein, is entered into by and between the City of Fresno, a municipal corporation ("CITY") and Habitat for Humanity Fresno County, a 501(c)(3) Non-Profit Corporation ("HFHFC"). The parties are collectively referred to herein as "PARTIES".

WITNESSETH

WHEREAS, the PARTIES, with CITY identified as lead applicant, fiscal agent and grant funds pass-thru recipient, and HFHFC identified as Sub-applicant, have applied for a California Department of Transportation ("Caltrans") Community-Based Transportation Planning Grant ("GRANT") to undertake a 41 and North Corridor Community Design Plan – West Fresno ("PROJECT"); and

WHEREAS, the GRANT Application, Award Letter, Conditions of Award, and Project Timeline/Budget, attached hereto and incorporated herein as Exhibit A, identifies the cost, schedule and scope of work of the PROJECT as well as the responsibilities and local match cost share commitments of HFHFC; and

WHEREAS, CITY, as lead applicant, has agreed to manage the PROJECT and be the fiscal agent for the GRANT and has entered into a Fund Transfer Agreement and subsequent Amendment with Caltrans, attached hereto and incorporated herein as Exhibit B, for the purposes of managing the PROJECT and administering grant funding for the PROJECT; and

WHEREAS, HFHFC wishes to proceed with reimbursable Public Outreach work on the PROJECT as authorized by Caltrans and described in Exhibit C updated timeline/budget/scope, consistent with Exhibits A and B.

NOW, THEREFORE, it is mutually agreed as follows:

1. Pursuant to the updated timeline/budget/scope attached hereto as Exhibit C, HFHFC's local match cost share obligation is approximately \$14,000 (composed entirely of in-kind services), representing 10% of the total GRANT award of \$139,899.

1 The local match cost share is the sole allocated responsibility of HFHFC. Failure to
2 timely provide local match cost share in-kind services will be deemed a material breach
3 of this Agreement and will void this Agreement.

4 2. In order to provide for operational and administrative flexibility, that portion
5 of Exhibit "C" which includes the Scope of Work and PROJECT Timeline, which define
6 responsibilities of the PARTIES, may be modified from time to time by mutual written
7 agreement of both PARTIES. Such modification of the above-noted portions of Exhibit
8 "C" may be approved and executed by the representatives of that PARTY designated in
9 Section 11, provided that such modifications: (1) are acceptable to Caltrans; (2) do not
10 change any PARTY's local match cost share obligation; (3) and serve to implement the
11 intent of the PROJECT as awarded.

12 3. CITY shall conduct all management services necessary to complete the
13 PROJECT and provide all of the administrative services necessary for receipt and
14 distribution of GRANT funds to HFHFC following expenditure, as appropriate and
15 consistent herewith. Such services may include but are not limited to:

- 16 a. Maintain all HFHFC invoices and grant funds distribution records
17 pertaining to the PROJECT;
- 18 b. Review and approve any and all allocations of local match cost share in-
19 kind services;
- 20 c. Provide all necessary periodic and final financial reports to Caltrans;
- 21 d. At minimum reimbursement invoices made to Caltrans shall be made on
22 a quarterly basis, or more frequently at the CITY's discretion;
- 23 e. Following receipt of payment from Caltrans for invoiced PROJECT costs,
24 reimburse HFHFC in the normal course of business for reimbursable
25 costs;
- 26 f. Conduct any final reconciliation of invoices and payments to ensure that
27 all payments made are consistent with the requirements set forth in the
28 Grant Documents;

- 1 g. Conduct any close-out financial reporting to Caltrans; and
- 2 h. Maintain PROJECT financial records as may be required for audit
- 3 purposes.

4 4. HFHFC shall conduct all of the Public Outreach services, not to exceed
5 \$ 64,824.00 per the attached updated timeline/budget/scope (Exhibit C), dated
6 December 2, 2014, including as necessary to select and secure subcontractor
7 services for performance of the Public Outreach work and services. HFHFC shall
8 provide invoices for the Public Outreach costs as well as invoices for Public Outreach-
9 related services performed by HFHFC and its consultants, contractors, or staff. At a
10 minimum, invoices must be submitted monthly. Upon request of CITY, HFHFC shall
11 provide any and all additional information available to substantiate invoices submitted to
12 the City.

13 5. This Agreement is entered pursuant to the Grant Documents and in the
14 event of any conflict between the body of this Agreement and the Grant Documents, the
15 Grant Documents shall control and take precedence. It is expressly understood and
16 hereby acknowledged that expenditures undertaken by HFHFC that exceed amounts
17 set forth in the Grant Documents may not be reimbursable and any such expenditures
18 shall be at the sole risk and responsibility of HFHFC.

19 6. All PARTIES understand the obligations and timelines of the PROJECT
20 grant and shall endeavor to perform their respective activities under this AGREEMENT
21 in a timely manner to the extent reasonably possible to ensure PROJECT completion
22 by December 31, 2015.

23 7. The term of this Agreement shall be through completion of the GRANT
24 funded PROJECT, including: final invoices received and processed; final GRANT funds
25 received; final reconciliation of costs and payments made by CITY; and GRANT
26 closeout, at which point the Agreement will be considered terminated, except for any
27 obligations expressly surviving.

28 8. Once fully executed, this AGREEMENT is contingent upon and shall be

1 become effective and binding upon each PARTY, on the date that the GRANT is
2 awarded ("Effective Date"). The awarding of the Grant is a condition precedent to all
3 other obligations set forth herein.

4 9. To the furthest extent allowed by law, HFHFC shall indemnify, hold
5 harmless and defend CITY and each of its officers, officials, employees, agents and
6 volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and
7 damages (whether in contract, tort or strict liability, including but not limited to personal
8 injury, death at any time and property damage) incurred by CITY, HFHFC, or any other
9 person, and from any and all claims, demands and actions in law or equity (including
10 attorney's fees and litigation expenses), arising or alleged to have arisen directly or
11 indirectly out of performance of this Agreement. HFHFC's obligations under the
12 preceding sentence shall apply regardless of whether CITY or any of its officers,
13 officials, employees, agents or volunteers are passively negligent, but shall not apply to
14 any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or
15 sole negligence, or the willful misconduct, of CITY or any of its officers, officials,
16 employees, agents or volunteers.

17 If HFHFC should subcontract all or any portion of the work to be performed under
18 this Contract, HFHFC shall require each subcontractor to indemnify, hold harmless and
19 defend CITY and each of its officers, officials, employees, agents and volunteers in
20 accordance with the terms of the preceding paragraph.

21 This section shall survive termination or expiration of this Agreement.

22 10. Without limiting the indemnification of each PARTY as stated hereinabove,
23 it is understood and agreed that the PARTIES shall each maintain, at their sole
24 expense, insurance policies or self-insurance programs including, but not limited to, an
25 insurance pooling arrangement and/or Joint Powers Agreement to fund their respective
26 liabilities throughout the term of this Agreement. Coverage shall be provided for general
27 liability and automobile liability, professional liability and workers' compensation
28 exposure by CITY, and HFHFC. Evidence of Insurance, e.g., Certificates of Insurance

1 or other similar documentation, shall not be required of either PARTY under this
2 Agreement.

3 11. Any notice or demand to be given to either PARTY herein pursuant to the
4 terms of this Agreement or by law shall be deemed to be fully given or made two (2)
5 days after being sent by first class mail, postage prepaid, and addressed as follows:

6 CITY: c/o Jennifer Clark, Director
7 City of Fresno Development and
8 Resource Management Department
9 2600 Fresno Street
10 Fresno CA 93721

11 HFHFC: c/o Tony Miranda, Executive Director
12 Habitat for Humanity Fresno County
13 4991 E. McKinley Ave., Suite123
14 Fresno, CA 93727

15 12. In the event that any provision of this Agreement is held or deemed to be
16 invalid, then this Agreement shall be construed as not containing such provision(s), and
17 all other provisions which are otherwise lawful shall remain in full force and effect, and
18 to that end the provisions of this Agreement are hereby declared to be severable.

19 13. This Agreement may be modified by the mutual written consent of all
20 PARTIES hereto without, in any way, affecting the remainder. Any modifications
21 affecting Exhibit "C" shall be made in accordance with Paragraph 2 above.

22 14. This Agreement may be executed in counterparts, and it is contemplated
23 that each PARTY shall execute a sufficient number of original counterparts to allow an
24 original to be provided to each other PARTY. Each executed counterpart shall be
25 deemed an original, all of which together shall be deemed to constitute a single
26 executed AGREEMENT.

1 15. Unless other provided for herein, no PARTY shall assign, transfer or sub-
2 contract this Agreement nor their rights or duties hereunder without the written consent
3 of the other PARTIES.

4 16. This Agreement shall be subject to the laws of the State of California and
5 venue for any action hereunder shall be proper in Fresno County.

6 17. Each PARTY acknowledges that it has read and fully understands the
7 contents of this Agreement. This Agreement and the Grant Documents incorporated
8 herein represent the entire and integrated agreement between the PARTIES with
9 respect to the subject matter hereof and supersedes all prior negotiations,
10 representations or agreements, either written or oral.

11 IN WITNESS WHEREOF, the parties hereto have caused AGREEMENT to be
12 executed as of the day and year first above written.

13 CITY OF FRESNO
14
15 BY: Jennifer Clark 12/22/14
16 JENNIFER CLARK, DIRECTOR

17 APPROVED AS TO LEGAL FORM:
18 CITY ATTORNEY

19 BY: Raj Singh 12.4.14
20 RAJ SINGH BADHESHA, DEPUTY

21 ATTEST:
22 YVONNE SPENCE, CMC
23 City Clerk

24 By: Yvonne Spence 12-30-2014
25 DEPUTY

Habitat for Humanity Fresno County
26
27 BY: Tony Miranda
28 TONY MIRANDA, EXECUTIVE
DIRECTOR Robert C. Abrams,
Board President
BY: Randy Kammerer
Randy Kammerer
Board Treasurer

Exhibit A

**Fiscal Year 2013-14
TRANSPORTATION PLANNING GRANT
APPLICATION**

Check One Grant Program

- | | |
|---|--|
| <input checked="" type="checkbox"/> Environmental Justice | <input type="checkbox"/> Partnership Planning |
| <input type="checkbox"/> Community-Based Transportation Planning | <input type="checkbox"/> Statewide or Urban Transit Planning Studies |
| <input type="checkbox"/> Catalyst Project for Sustainable Strategies
Pilot Program | <input type="checkbox"/> Rural or Small Urban Transit Planning Studies |
| | <input type="checkbox"/> Transit Planning Student Internships |

PROJECT TITLE The 41and North Corridor Community Design Plan - West Fresno

PROJECT LOCATION (city and county) Fresno, Fresno

	APPLICANT	SUB-APPLICANT	SUB-APPLICANT
Organization	City of Fresno	Habitat for Humanity	
Mailing Address	2600 Fresno Street 3065	4991 E. McKinley Ave., Suite 123	
City	Fresno	Fresno	
Zip Code	93721	93727	
Executive Director/designee and title	Mr. <input checked="" type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/> Keith Bergthold	Mr. <input checked="" type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/> Tony Miranda	Mr. <input checked="" type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/>
E-mail Address	keith.bergthold@fresno.gov	tony@habitatfresno.org	
Contact Person and title	Mr. <input checked="" type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/> Keith Bergthold	Mr. <input checked="" type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/> Sabrina Kelley	Mr. <input checked="" type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/>
Contact E-mail Address	keith.bergthold@fresno.gov	sabrina@habitatfresno.org	
Phone Number	(559) 621-8649	(559) 237-4102	

FUNDING INFORMATION
Use the Match Calculator to complete this section.
Match Calculator

Grant Funds Requested	Local Match - Cash	Local Match - In-Kind	Total Project Cost
\$ 184,899	\$ 21,309	\$ 0	\$ 206,208

Specific Source of Local Cash Match (i.e., local transportation funds, local sales tax, special bond measures, etc.)

City of Fresno cash resources and formal agreements to supply cash match at the time of the grant award.

**Fiscal Year 2013-14
TRANSPORTATION PLANNING GRANT
APPLICATION**

LEGISLATIVE INFORMATION			
Information in this section must directly be tied to the applicant's zip code.			
All legislative members in the project area do not need to be listed.			
State Senator(s)		Assembly Member(s)	
Name(s)	District	Name(s)	District
Vacant	16		31

* Use the following link to determine the legislators.
<http://findyourrep.legislature.ca.gov/> (search by zip code)

Grant applications must clearly demonstrate how the proposed transportation planning project promotes federal and/or state transportation planning goals.

1. Select the goals that apply to your grant application.

STATE TRANSPORTATION PLANNING GOALS

For all Grant Programs

- Improve Mobility and Accessibility:** Expand the system and enhance modal choices and connectivity to meet the State's future transportation demands.
- Preserve the Transportation System:** Maintain, manage, and efficiently utilize California's existing transportation system.
- Support the Economy:** Maintain, manage, and enhance the movement of goods and people to spur the economic development and growth, job creation, and trade.
- Enhance Public Safety and Security:** Ensure the safety and security of people, goods, services, and information in all modes of transportation.
- Reflect Community Values:** Find transportation solutions that balance and integrate community values with transportation safety and performance, and encourage public involvement in transportation decisions.
- Enhance the Environment:** Plan and provide transportation services while protecting our environment, wildlife, historical and cultural assets.

**Fiscal Year 2013-14
TRANSPORTATION PLANNING GRANT
APPLICATION**

FEDERAL TRANSPORTATION PLANNING GOALS

For Partnership Planning and Transit Planning

- Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.
- Increase the safety of the transportation system for motorized and non-motorized users.
- Increase the security of the transportation system for motorized and non-motorized users.
- Increase accessibility and mobility of people and freight.
- Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns.
- Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight.
- Promote efficient system management and operation.
- Emphasize the preservation of the existing transportation system.

Fiscal Year 2013-14
TRANSPORTATION PLANNING GRANT
APPLICATION

2. Project Description (Do not exceed the space provided.) (20 points)

A. Briefly summarize project. (10 points)

B. Describe the project area. (10 points)

A. The goal of this project will be to develop an extensive community outreach plan which will result in a comprehensive and equitable community design plan. The community design plan will include a vision for multimodal complete streets that enhance pedestrian and bicycle connections and safety, encourage economic development, improve transportation linkages to jobs, and grocery stores and eliminate travel conflicts between pedestrians, bicyclist, buses, cars and distribution trucks.

B. The project area - the 41 and North Corridor neighborhood is a West Fresno neighborhood that is 1.5 miles in perimeter. The area was selected as a target neighborhood for revitalization based on long term collaborative partnerships in place, and significant civic and community investment. Habitat for Humanity Fresno County, in partnership with the City of Fresno, Fresno West Coalition for Economic Development, Cargill Fresno, and other nonprofit organizations made a \$2.5 million investment in new home construction and improvements to infrastructure. The misery index is high in this West Fresno (93706) neighborhood. More than 40% of the residents age 16 -64 are disabled. The median family income is \$23,999 compared to the median income of the City of Fresno which is \$43,500. The poverty rate in West Fresno is more than double of the City's at 51.1%; unemployment rate is 22.7%, and 63% of the residents have less than a high school diploma.

Additionally, the Brookings Institute and the United States Dept. of Agriculture (USDA) have identified this area as a food desert with one of the highest concentration of poverty (51.1%) in the US. More than 38% of the residents have experienced food insecurity and received Food Stamp/SNAP benefits within the past 12 months. The nearest grocery store is more than 5 miles away and takes over 2 hours to reach on public transit. Local Public health agencies along with the US Census identify this neighborhood as having high concentration of under educated, low skilled workers, high crime, and a high renter to homeowner ratio (36% owner occupied). The demographics of the neighborhood are as follows: American Indian - Alaska Native - 0.4%; African-American - 27.5; Asian - 3.3%; Hispanic 48.1%; White - 17.45%; 5% are 55 yrs. or older.

Fiscal Year 2013-14
TRANSPORTATION PLANNING GRANT
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- 3. Project Justification (Do not exceed the space provided.) (20 points)**
- A. Describe the problems or deficiencies the project is attempting to address. **(10 points)**
 - B. Describe how the project will address the identified problems or deficiencies. **(10 points)**

A. The deficiencies this project is attempting to address includes: lack of pedestrian infrastructure (sidewalks and curbs), incomplete streets, severely deteriorated streets; travel conflicts between pedestrians, cars, school buses and delivery trucks; bicycle connections and safety issues (two bicyclist have been killed within the past six months trying to cross North Ave.); flooding and storm water drainage issues; and lack of green spaces and play areas for neighborhood youth. Photos of the streets in the target neighborhood highlighting the above noted deficiencies are included with this application.

B. The goal of this project will be to develop an extensive community outreach plan which will result in a comprehensive and equitable community design plan. This focus of this community development plan is the 41 and North Corridor neighborhood. The community design plan will include a vision for multi-modal complete streets that enhance pedestrian and bicycle connections and safety, encourage economic development, improve transportation linkages to jobs and grocery stores, and eliminate travel conflicts between pedestrians, bicyclist, buses, cars and distribution trucks. The finalized plan will include corridor concept drawings and illustrations, preliminary cost estimates for street repair and infrastructure development, phasing and implementation strategies along with mechanisms for permit streamlining to encourage revitalization of this West Fresno neighborhood.

**Fiscal Year 2013-14
TRANSPORTATION PLANNING GRANT
APPLICATION**

4. Public Participation (Do not exceed the space provided.) (20 points)

- A. Identify the stakeholders (e.g. low-income and minority communities, Native American Tribal governments, other underrepresented groups, community-based organizations, and businesses) affected by the grant work. (10 points)
- B. Describe the outreach and engagement methods that will be used to reach and gather input from stakeholders. (10 points)

A. Stakeholders affected by the grant work include individuals with disabilities - 40% of the residents; low-income / very low income individuals and families living in concentrated poverty- 51.1 %; ethnic minority residents - Alaska Native - 0.4%; African-American - 27.5; Asian - 3.3%; Hispanic 48.1%; White - 17.45%; Seniors - 5% are 55 and older; families experience food insecurities - 38%. In addition to target populations being impacted by this grant work, there are a host of community stakeholders (residents, community based organization, faith based groups, civic groups, and area businesses) working corroboratively to improve quality of life of the residents who live in the 41 and North Corridor neighborhood including: the 41 and North Strategic Planning Team (residents and partners), Mary Ella Brown Community Center, Bringing Broken Neighborhoods Back to Life coalition, the West Fresno Ministerial Alliance, Orange Center Unified School District, Every Neighborhood Partnership, California State University Fresno - Department(s) of Nutrition, and Architecture and Design, Fresno Pacific University - Dept. of Social Work, Fresno City College - Career Training Center, Fresno Department of Social Services - Welfare to Work program, Cargill Fresno, Kraft Foods, Darling International, The Gap Distribution Center, WDS Distribution.

B. Public outreach and community engagement methods will be facilitate through monthly meetings of the 41 and North Strategic Planning Team, planned community workshops (5) with will provide information, resource and guidance for residents, stakeholders and interested parties; development of a stakeholder team that will meet throughout the planning process for the purposes of public review and comment of all draft and final documents. Community will be notified and invited to community workshops and stakeholder meetings using flyers, and notices published in partner newsletters. This will be a resident / stakeholder lead, community development project and residents and stakeholders will approve all final plans and documents submitted to the City of Fresno and Caltrans.

**Fiscal Year 2013-14
TRANSPORTATION PLANNING GRANT
APPLICATION**

If necessary, use this page to continue response for Question #4 (Public Participation).

**Fiscal Year 2013-14
TRANSPORTATION PLANNING GRANT
APPLICATION**

- 5. Project Implementation (Do not exceed the space provided.) (20 points)**
A. List the project's anticipated accomplishments and final deliverables. (10 points)
B. Explain how the final product will be carried forward into the implementation phase. (10 points)

Anticipated accomplishments and final deliverables include:

1. Complete Street Plan - The following issues will be addressed in the final plan:
 - **Linkages through a walkable neighborhood**- better connect the major community assets of the target neighborhood through a consistent network of walking and bicycle routes; identification of ways to create a walkable, livable, safer neighborhood.
 - **Sustainable Infrastructure Improvement** - a plan to improve deteriorated streets, build sidewalks, develop storm water management systems.
 - **Green Streets/Beautification** - sketches and illustrations of streetscapes that include trees and new planting areas to make our streets more attractive to encourage new residents and businesses to invest in our neighborhood.
 - **Traffic Calming** - identification of neighborhood roads that act as high speed through routes; identification of ways to slow cars down while meeting other complete streets goals; plan for reducing conflicts between pedestrians, cars, schools buses and delivery trucks.
 - **Parking** - identification of how parking shortages in the neighborhood affect resident's quality of life; ways we can increase parking while reducing the need to drive or own a car; integration of angle parking into the final complete street design.
 - **Outdoor spaces/Shared spaces** - Identification of opportunities to build small playgrounds and expand green spaces and play areas; identification of ways to encourage the sharing of space between automobiles, cyclists and pedestrians.

2. Community Design Plan - The final community design plan will include long term financing strategy, and a vision for multi-modal complete streets that enhance pedestrian and bicycle connections and safety, encourages economic development, improves transportation linkages to jobs and grocery stores, and eliminates travel conflicts between pedestrians, bicyclist, buses, cars and distribution trucks. The finalized plan will include corridor concept drawings and illustrations, preliminary cost estimates for street repair and infrastructure development, phasing and implementation strategies along with mechanisms for permit streamlining.

3. Integration of the final Community Design Plan into the City of Fresno's General Plan - City council review and adoption of the Community Design Plan for the 41 and North Corridor neighborhood.

**Fiscal Year 2013-14
TRANSPORTATION PLANNING GRANT
APPLICATION**

- 6. Project Management (20 points)**
A. Scope of Work (10 points)
B. Project Timeline (10 points)

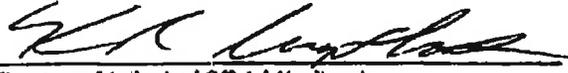
See Scope of Work and Project Timeline samples and checklists for requirements.

Fiscal Year 2013-14
TRANSPORTATION PLANNING GRANT
APPLICATION

Application Signature Page

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

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


Signature of Authorized Official (Applicant)

Keith Bergthold

Print Name

Assistant Director

Title

4/2/13

Date


Signature of Authorized Official (Sub-Applciant)

Tony Miranda

Print Name

Executive Director

Title

3.26.13

Date

SCOPE OF WORK CHECKLIST

The scope of work is the official description of the work that is to be completed during the contract. **The scope of work must be consistent with the project timeline.**

The scope of work must:

- Be completed using the FY 2013-14 template provided and in Microsoft Word format.
- List all tasks and sub-tasks using the same title as stated in the project timeline.
- Have task and sub-task numbers in accurate and proper sequencing; consistent with the project timeline.
- List the responsible party for each task and subtask and ensure that it is consistent with the project timeline (i.e. applicant, sub-applicant, or consultant).
- Have a thorough and accurate description of each task and sub-task.
- Include a task for a kick-off meeting with Caltrans at the start of the grant.
- Include a task for procurement of consultants, if consultants are needed.
- Include a task for invoicing.
- Include a task for quarterly reporting to Caltrans.
- Include public participation and services to diverse communities.
- NOT include environmental, complex design, or engineering work and other ineligible activities.
- List the project deliverable for each task in a table following each task and ensure that it is consistent with the project timeline.

NOTE: Applications with missing components will be at a competitive disadvantage. Please use this checklist to make sure your scope of work is complete.

SCOPE OF WORK: The 41 and North Corridor Community Design Plan – West Fresno

INTRODUCTION:

For the past three years, the 41 and North Corridor Strategic Planning Team has been working to improve the quality of life for the residents who live in the target neighborhood. The Strategic Planning Team is a neighborhood coalition of 25 members that include residents, area businesses, local churches and faith-based organization, school districts, and a local community center. The Strategic Planning Team has organized the community, recruited and trained resident leaders, organized youth leadership, conducted annual community assessments, and held annual events designed to improve neighbor relations. This application represents the collective efforts of the 41 and North Corridor Strategic Planning Team, the City of Fresno and Habitat for Humanity Fresno County.

The goal of this project will be to develop an extensive community outreach plan which will result in a comprehensive and equitable community design plan. The community design plan will include a vision for multimodal complete streets that enhance pedestrian and bicycle connections and safety, encourage economic development, improve transportation linkages to jobs, and grocery stores and eliminate travel conflicts between pedestrians, bicyclist, buses, cars and distribution trucks. The finalized community design plan will include corridor concept drawings and illustrations, preliminary cost estimates for street repair and infrastructure development, phasing and implementation strategies along with mechanisms for permit streamlining to encourage revitalization of this West Fresno neighborhood.

OVERALL PROJECT OBJECTIVES:

1. Task Title: Project Set-Up: Initial Administrative Tasks

Task 1.1: Project Kick-Off: COF and HFHFC staff will facilitate a project kick-off in the community. Staff will review project scope, timeline, goal and objectives. Staff will elicit community's questions and concerns; describe the role and responsibilities of community stakeholders, committees, and staff and consultants. Meeting interpretation will be provided in Spanish and Hmong through partnership with the Fresno Metro Ministry and use of their translation headsets.

Task 1.2: Organization of Community Design Committee (CDC): The Community Development Committee (CDC) will be a multi-generational, multi-ethnic stakeholder steering committee made up of residents, stakeholders, staff, community leaders, and interested parties. This group will convene monthly to review and analyze draft community design plans and documents produced by consultant(s), submit recommendations and edits, and inform and update the public, and ensure strong public participation. Meeting interpretation will be provided in Spanish and Hmong through partnership with the Fresno Metro Ministry and use of their translation headsets.

Task 1.3: Release of RFP: COF and HFHFC staff will execute an RFP for services to be performed, timelines, fees, and expenses.

Task 1.4: Planning Area Tour: COF and HFHFC Staff will lead a tour and orient the consultant(s) of the planning area and planning environment.

Task 1.5: Community Workshop #1 – Public Education: Staff and consultant(s) will provide residents, stakeholders with a brief overview of Caltrans’ Complete Streets initiative and the Smart Mobility Framework (SMF). The San Joaquin Valley BLUEPRINT will be presented, and consultant(s) will facilitate a discussion with attendees to gather resident identified priorities for community design. The workshop will conclude with public comments and suggestions. Meeting interpretation will be provided in Spanish and Hmong through partnership with the Fresno Metro Ministry and use of their translation headsets.

Responsible Party: City of Fresno / HFHFC Staff / Consultant(s)

Task	Deliverable
<i>1.1</i>	<i>Project kick off – meeting agenda and minutes</i>
<i>1.2</i>	<i>Committee list, agenda and minutes</i>
<i>1.3</i>	<i>Consultant(s) in place</i>
<i>1.4</i>	<i>Map of target neighborhood</i>
<i>1.5</i>	<i>Workshop #1 – Consultant report.</i>
<i>1.6</i>	<i>Flyer, Agenda and Minutes</i>

2. Task Title: Assessment of Existing Condition and Trends:

This task will establish baseline information on existing conditions, including identification of modal conflicts, infrastructure improvement needs, and long-range goals. COF and HFHFC staff will work with the consultant(s) to gather the information. Consultant(s) will review, analyze and prioritize the data and document the findings.

Task 2.1: Data Gathering and Analysis: Consultant(s) will inventory a host of existing conditions and trends, review results of neighborhood assessments and secondary data, plans and reports to use as baseline for this planning process.

Task 2.2: Area Mapping: COF and HFHFC staff will provide the consultant with base maps of the area for them to prepare major plan map. Consultants will use information in the final community design plan.

Task 2.3: Community Workshop #2 - Presentation of Assessment: Consultant(s) will present the findings of the existing conditions and trends analysis to staff, stakeholders, residents, interested parties, and CDC members for public review and comment. Meeting interpretation will

be provided in Spanish and Hmong through partnership with the Fresno Metro Ministry and use of their translation headsets.

Task 2:4: CDC Stakeholder Committee Meeting #1: Committee meets to review and discuss assessment findings, submit comments and recommends to the assessment report. Meeting interpretation will be provided in Spanish and Hmong through partnership with the Fresno Metro Ministry and use of their translation headsets.

- **Responsible Party:** City of Fresno / HFHFC Staff / Consultant(s)

Task	Deliverable
2.1	<i>Consultant Report - Data analysis</i>
2.2	<i>Consultant Report</i>
2.3	<i>Community Workshop #2 - Consultant report</i>
2.4	<i>Flyer, Agenda and Minutes, Comments</i>

3. Task Title: Visioning: This phase will include the early involvement of the stakeholders, neighborhood residents, consultants and staff and public at large in the community design process.

Task 3.1: Community Workshop #3: Staff and Consultant(s) will lead a vision planning meeting with stakeholders, residents, staff and interested parties to understand the vision for the target neighborhood, discover perceived infrastructure development needs, and define project goals and objectives. Meeting interpretation will be provided in Spanish and Hmong through partnership with the Fresno Metro Ministry and use of their translation headsets.

Task 3.2: Complete Street Study: Consultant(s) to develop complete street guidelines for the 41 & North Corridor neighborhood, as provide recommendations for how to make the Corridor safe for all users, including drivers, pedestrians, bicyclist, and transit riders.

Task 3.3 Conceptual Design and Concept Alternatives: Consultant(s) will create the conceptual design, concept alternatives, sketches and illustrations for the draft community design plan. Staff will reproduce and distribute copies to all stakeholders and staff.

Task 3.4 Community Workshop #4: Consultant(s) present draft community design which will include a Complete Streets Plan to all stakeholders, residents, interested parties and staff. HFHFC staff will organize and distribute draft documents for public review and comment. Meeting interpretation will be provided in Spanish and Hmong through partnership with the Fresno Metro Ministry and use of their translation headsets.

Task 3:5: CDC Stakeholder Committee Meeting #2: Committee meets to review and discuss draft community design plan, conceptual design and concept alternatives and submit comments and recommendations. Meeting interpretation will be provided in Spanish and Hmong through partnership with the Fresno Metro Ministry and use of their translation headsets.

- **Responsible Party:** City of Fresno / HFHFC/Consultant(s)

Task	Deliverable
3.1	<i>Community Workshop #3: Consultant Report</i>

3.2	<i>Complete Street Study</i>
3.3	<i>Illustrations, conceptual designs, concept alternatives</i>
3.4	<i>Community Workshop #4 - Consultant Report</i>
3.5	<i>Flyer, Agenda and Minutes</i>

4. Task Title: Financing and Final Community Design Plan:

This phase will merge all the prior phases to create options for the future of the target neighborhood. Stakeholders and public will continue to participate in this phase to reach a consensus regarding the preferred scenario that will serve as the basis for drafting the final draft of the community design plan. The final draft of the community design plan along with a long term financing plan to fund the costs of identified projects in a manner that is consistent with public and private objective:

Task 4.1: Identify Potential Funding Sources: Identification of capital costs by type and relationship to the various beneficiaries, both inside and outside the 41 and North Corridor including impact fees, redevelopment funding, and other committed capital improvement funding.

Task 4.2: Draft a Financing Plan: Establish the financing policies, objectives, programs and action steps, consistent with the specific plan statutory requirements and overall City policy direction.

Task 4.3: Community Workshop # 5: Consultant(s) will present the final draft of the community design plan including the long term financing strategy to be reviewed by all staff, residents, steering committee members and stakeholders. The draft will be presented for public review and comment. The draft plan will be printed in English and Spanish. Meeting interpretation will be provided in Spanish and Hmong through partnership with the Fresno Metro Ministry and use of their translation headsets.

Task 4.4: Incorporate Revisions / Additions into City's Master Plan: Consultant(s) will present plan drafts to City Council for review and approval.

Task 4.5: Draft Final and Complete Community Design Plan - The consultant(s) and staff will present the resident and stakeholder approved community design strategy that includes a long term financing plan, and a complete streets study which will be the foundation of the final plan to be presented to CDC, residents, stakeholders, and interested parties.

Task 4.6: CDC Stakeholder Committee Meeting #3: Consultant(s) to present final and complete community design plan including financing plan to stakeholder committee for review, comment and final approval.

Task 4.7: City Council Adoption: Consultant(s) to submit Final and Completed Community Design Plan to City Council for review and adoption.

- **Responsible Party:** City of Fresno / HFHFC /Consultant(s)

Task	Deliverable
4.1	<i>Consultant Report detailing financing options</i>
4.2	<i>Financing Plan</i>
4.3	<i>Community Workshop #5 - Consultant Report</i>
4.4	<i>Copy of Plans and Additions</i>

4.5	<i>Completed Plan</i>
4.6	<i>Flyer, Agenda and Minutes</i>
4.7	<i>Council Report</i>

5. Task Title: Project and Fiscal Management

Task 5.1: Project Monitoring and Contract Management: Provide oversight, management of consultants, timeline and scope of work activities and time to ensure timely delivery of outcomes.

Task 5.2: Fiscal Management: Provide management of project budget, contracts and consultants.

- **Responsible Party:** City of Fresno

Task	Deliverable
5.1	<i>Quarterly Reports to Caltrans</i>
5.2	<i>Invoices</i>

DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION PLANNING
P.O. BOX 942873, MS-32
SACRAMENTO, CA 94273-0001
PHONE (916) 651-6882
FAX (916) 653-4570
TTY 711
www.dot.ca.gov



*Flex your power!
Be energy efficient!*

September 19, 2013

Mr. Keith Bergthold
Assistant Director
Development and Resource Management Department
City of Fresno
2600 Fresno Street, 3065
Fresno, CA 93721

Dear Mr. Bergthold:

On behalf of the California Department of Transportation (Caltrans), Division of Transportation Planning, I am pleased to inform the City of Fresno that a 2013–14 Environmental Justice grant has been awarded for the below project.

Project Title: The 41 and North Corridor Community Design Plan – West Fresno
Grant Amount: \$139,899
Grant Expiration: February 28, 2016

In accepting this grant, your organization agrees to be a partner with the State in our common mission to improve mobility and the quality of life in California. Your efforts will help integrate land use, housing, and transportation to achieve a prosperous economy, improve the quality of our environment, and provide equity for all people.

During the application review process, certain items were identified as Conditions of Award. Completing these conditions is necessary in order to produce a complete and clearly defined Fund Transfer Agreement (FTA) which will serve as the binding contract between the City and Caltrans. Once it has been determined that all conditions have been satisfied, the contract process can begin. Work cannot begin until you have received a copy of the executed contract and Notice to Proceed letter. It is our goal to have executed contracts in place by February 1, 2014.

Please find attached, your Conditions of Award. If these conditions are not met by **Monday, October 25, 2013, at 12:00 noon**, Caltrans reserves the right to rescind this grant award. Once it has been determined that all conditions have been satisfied, the contract process can begin.

Mr. Keith Bergthold
September 19, 2013
Page 2

The Caltrans District 6 contact, Mr. Dave Madden, can be at (559) 445-5763 or via email at David.Madden@dot.ca.gov. He will be a valuable resource and can assist you with questions regarding the required program conditions as well as the contracting process. Please submit via e-mail, a complete package of all revised documents in their proper format to Mr. Madden on or before **Monday, October 25, 2013, at 12:00 noon.**

Congratulations on your grant award. Caltrans looks forward to highlighting its successes and value to the people of California at the end of the contract.

Sincerely,



ALYSSA BEGLEY
Chief, Office of Community Planning

Attachment

c: Jennifer Duran, Acting Branch Chief, EJ/CBTP Grants and Public Engagement , Office of
Community Planning
David Madden, Associate Transportation Planner, District 6

**2013/14 Environmental Justice Grant
CONDITIONS OF AWARD**

**City of Fresno
41 and North Corridor Community Design Plan – West Fresno**

The following program conditions must be fulfilled in order to develop a Fund Transfer Agreement (contract) between the City of Fresno and the California Department of Transportation (Caltrans).

- Your grant award was based on the information provided in the original application documents. Please do not make any additional changes, unless noted below.
- Please be advised that grantees that accept Environmental Justice or Community-Based Transportation Planning (EJ/CBTP) grants may be subject to audits performed by Caltrans Audits and Investigations prior to award of the grant (Pre-Award), during the grant period (Interim Audit), and/or after conclusion (Incurred Cost Audit) of the grant. The following describes the criteria that would warrant a pre-award audit:
 - New Grantees
 - Grantees that have not recently been audited
 - Grantees that have been previously determined “high-risk”
 - Grantees have undergone prior audits with significant weaknesses or deficiencies in their financial management systems
- If your conditions require revisions to multiple documents such as scope of work, project timeline and the in-kind valuation plan, please ensure that the required revisions are made in all necessary documents. Consistency is often overlooked with **task titles, deliverables and responsible parties**.
- Ensure that all deliverables are tangible. Use the sample project timeline as a guide.
- Please ensure that all resubmitted documents are in the proper format. The Scope of Work must be in MicroSoft Word. The Project Timeline must be in MS Excel and in letter format (8.5”x11”).

Sample documents are located in the [Fiscal Year 2013-14 Grant Application Guide](#).

The Caltrans District 6 contact, Mr. Dave Madden, can be at (559) 445-5763 or via email at David.Madden@dot.ca.gov. He will be a valuable resource and can assist you with questions regarding the required program conditions as well as the contracting process. Please submit via e-mail, a complete package of all revised documents in their proper format to Mr. Madden on or before **Monday, October 25, 2013, at 12:00 noon**.

Application

- Revise the Funding Information on Page 1 of the application. Specify the source of local cash match funds. Local cash match sources can include sales tax, special bond measures, local or federal funds, but cannot be money already earmarked for other programs or projects. ~~Local cash match can only be provided by the grantee, and not a third party.~~
- ~~Tasks 4.2 and 4.4 are not eligible tasks under this grant program, and must be deleted from the scope of work and timeline. The total Grant Funds Requested amount (on Page 1 of the Application and in the timeline) must be reduced accordingly by \$45,000 for a revised total amount of \$139,899.~~
- It appears that the City is overmatching the required 10 percent local match. If that is not the intent, please re-calculate the local cash match based on the revised Grant Funds Requested amount and not Total Project Cost. Revise the Funding Information on Page 1 of the application and the local cash match column on the project timeline.
- The support letter provided by the Orange Center School District states, "As key stakeholders in this endeavor, we are pleased to commit any space for meetings, community notification...." If it has been determined that the school district will provide space for meetings and they typically charge for the public for rental of their facility, this can be used as In-Kind Match.
- Task 1.2 states there will be a partnership with the Fresno Metro Ministry for translation services. Is the Ministry charging the City, or are these goods and/or services being donated? If goods and/or services are being donated, the City can identify this cost as an in-kind local match and offset some of the cash match.

If it is determined that the above services fall under an in-kind match, please revise Page 1 of the application and the project timeline to include in-kind match, revise the cash match accordingly and submit a completed In-Kind Valuation Plan.

Project Timeline & Scope of Work

Please ensure that the required revisions are made in both the Scope of Work and the Project Timeline.

Task numbers, titles and descriptions, responsible party, and deliverables in both the scope of work and project timeline must be consistent with one another. For example, the Title of Task 1.0 of the project timeline states "Project Initiation" while the scope of work says, "Project Set-Up: Initial Administrative Tasks." This Task should read "Project Initiation." Revise both documents so they fall in line with the sample formats provided on pages 37-43 of the Grant Application Guide.

- Task 1.0**-Please follow the samples in the FY 2013-13 Grant Application Guide and revise the scope of work and the project timeline to specify the Project Kick-Off Meeting, request for proposal for Consultant Services, and the identification of Existing Conditions.
- Task 1.1**-This task is intended to be a Project Kick-Off Meeting among the City, all sub-recipients identified in the grant application, and Caltrans. The responsible parties are the City and sub-recipients.
- The Community Kick-Off meeting (originally Sub-Task 1.1) needs to be incorporated into Community Workshop #1.
- Task 1.3**-Revise the deliverable on the project timeline and scope of work to include a copy of the City's adopted procurement procedures and a copy of the signed consultant contract.
- Task 2.0**-This task needs to be titled "Public Outreach" or "Community Involvement" and should include all sub-tasks related to Stakeholder Meetings and Community Workshops. All public outreach deliverables also need to include a sign-in sheet of attendees.
- Tasks 2.1**-"Data Gathering and Analysis" needs to be renamed "Identify Existing Conditions" and moved under Task 1.0.
- Tasks 1.5 and 2.3**-Community Workshop #1 Public Education and Community Workshop #2 Presentation of Assessment need to be combined into one workshop.
- Task 3.2**-Please clarify this task (and any other instance where there may be similar reference) to refer consistently either to the "Complete Streets Study" or the "Complete Streets Guidelines."
- Task 4.0**-This task needs to be renamed Task 3.0 "Community Design Plan." Language pertaining to the Draft Financing Plan needs to be removed. The following sub-tasks need to be presented together and re-numbered under this task: 2.2, 3.3, 4.1, 4.5, and 4.7.
- Task 4.5**-This task must be separated into two tasks. Draft Community Design Plan and Final Community Design Plan.
- Tasks 4.2 and 4.4** are not eligible tasks under this grant program and must be removed from the scope of work and project timeline.
- Task 5.0**-Revise this task to state "Fiscal Management."

- Task 5.1-Revise this task to state "Quarterly Reports."
- Task 5.2-Revise this task to state "Invoicing." The deliverable must say "Invoice Packages."
- In addition to public education and presentation of assessments, these workshops also need to focus on engaging the public to build consensus and communicate the community's vision for this corridor. Please revise accordingly.
- The scope of work identifies several Community Workshops, but does not describe how the City plans to engage the public – specifically minority and the low-income populations. A clearer description is needed throughout the Community Workshop tasks. Will these meetings take place in different locations, allowing individuals that do not have transportation the opportunity to attend? Will surveys be conducted? How exactly does the City plan to engage this community? Please revise accordingly.

Scope of Work

- Revise the scope of work so it follows the format of the sample timeline in the 2013-14 Grant Application Guide. For instance, the responsible parties must be identified for each Task.

Project Timeline

- Two project timelines were submitted at the time of application, one in PDF and the other in Excel format. The two timelines are different with the Excel version missing titles as well as various other information being incorrect. Please resubmit the correct project timeline in Excel. If necessary, add the project title and the grantee name to the project timeline, and revise the project timeline so that work begins in February 2014.
- Tasks 4.2 and 4.4-As noted above, the funding for these tasks must be removed from the budget columns, and all totals revised.

Resolution

- The resolution must state the specific project title. Please obtain and submit a new resolution signed by the governing board stating the title of the project.

The following requirements must also be addressed:

- Task 1.3-This task states that a consultant will be procured for this project. Please be advised that grantees or sub-recipients are not permitted to use consultant(s) currently on retainer or specifically procured for another project. A fair and competitive procurement

process must be conducted *specifically for this project*. All consultant procurement must be consistent with 49 CFR, Part 18.36 and Local Assistance Procedures Manual, Chapter 10.

- It is imperative that the City reviews and agrees with the language in the Fund Transfer Agreement (contract) template. If your agency does not agree with the language, it could cause a delay in execution of this contract. The template language is posted for your review at the following link: Fund Transfer Agreement.
- The City needs to ensure that a funding agreement with the Habitat for Humanity is in place prior to execution of the contract.
- The City is responsible for notifying all stakeholders, including sub-recipients, of this grant award.
- All indirect costs require an Indirect Cost Allocation Plan (ICAP). If an ICAP is not in place prior to contract execution, indirect costs will not be reimbursed. Refer to Page 7 of the Fiscal Year 2013–14 Grant Application Guide for information on the ICAP process.

FUND TRANSFER AGREEMENT

THIS FUND TRANSFER AGREEMENT (FTA), between the State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS** and the City of Fresno, herein after referred to as **AGENCY**, will commence on **February 28, 2014** or approval by **CALTRANS**, whichever occurs later. This FTA is of no effect unless approved by **CALTRANS**. Agency shall not receive payment for work performed prior to approval of the FTA and before receipt of notice to proceed by the **CALTRANS** Contract Manager. This FTA shall expire on **February 27, 2016**.

RECITALS

1. Under this FTA, CALTRANS is conveying State grant funds to AGENCY, pursuant to Budget Act Line Item 2660-102-0042T, who will conduct transportation studies and planning within the regional area under the jurisdiction of AGENCY.
2. AGENCY has agreed to implement "The 41 and North Corridor Community Design Plan," hereinafter the Project, subject to the terms and conditions of this FTA. The "The 41 and North Corridor Community Design Plan" Scope of Work and Project timeline are attached hereto as **Attachment II**.
3. The resolution authorizing AGENCY to execute this FTA pertaining to the above described Project is attached hereto as **Attachment I**.
4. All services performed by AGENCY pursuant to this FTA are intended to be performed in accordance with all applicable State and AGENCY laws, ordinances, regulations, and **CALTRANS** published manuals, policies, and procedures. In case of conflict between State and **AGENCY** laws, ordinances, or regulations, the order of precedence applicability of these laws shall be State and **AGENCY** laws and regulations respectively.
5. Project funding is as follows:

<u>FUND TITLE</u>	<u>FUND SOURCE</u>	<u>DOLLAR AMOUNT</u>
SHA	STATE	\$ 184,899.00

6. This FTA is exempt from legal review and approval by the Department of General Services, pursuant to AG Opinions: 58 Ops. AG 586 (1974), 63 Ops. AG 290 (1980), 74 Ops AG 10 (1991), and 88 Ops AG 56.

Chase nation 10%

184,899.

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 FTA.

SECTION II

IT IS MUTUALLY AGREED:

In consideration of the foregoing and the mutual promises of the parties hereto, **AGENCY** and **CALTRANS** agree as follows:

1. Notification of Parties

- a. AGENCY's Project Manager, Keith Bergthold (559) 621-8649.
- b. CALTRANS' Contract Manager, Marta Frausto, (559) 488-4168.
- 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 FRESNO
ATTENTION: KEITH BERGTHOLD, PROGRAM MANAGER
2600 FRESNO STREET 3065
FRESNO, CA 93721

CALIFORNIA DEPARTMENT OF TRANSPORTATION
DISTRICT 6/ TRANSPORTATION PLANNING NORTH
ATTENTION: MARTA FRAUSTO, CONTRACT MANAGER
1352 WEST OLIVE AVENUE
FRESNO, CA 93778

2. Period of Performance

- a. Reimbursable work under this FTA shall begin no earlier than on **February 28, 2014**, contingent upon the approval by CALTRANS and receipt of the Notice to Proceed letter of this FTA by the CALTRANS Contract Manager, and will expire on **February 27, 2016**.
- b. AGENCY will attend a kickoff meeting with CALTRANS to be scheduled within one (1) week from receipt of Notice to Proceed letter by the CALTRANS' Contract Manager.

3. Changes in Terms/Amendments

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

4. Cost Limitation

- a. The total amount reimbursable to AGENCY pursuant to this FTA by CALTRANS shall not exceed \$ 184,899.00.
- b. It is agreed and understood that this FTA fund limit is an estimate and that CALTRANS will only reimburse the cost of services actually rendered as authorized by the CALTRANS Contract Manager at or below that fund limitation established hereinabove.

5. Termination

- a. CALTRANS reserves the right to terminate this FTA upon written notice to AGENCY at least thirty (30) days in advance of the effective date of such termination in the event AGENCY fails to proceed with PROJECT work in accordance with the terms of this FTA.
- b. 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 to the terms of this FTA. Failure to submit invoices within this period may result in a waiver by AGENCY of its right to reimbursement of expended costs.

6. 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 FTA 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 FTA.
- 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 FTA Amendment to AGENCY to reflect the reduced amount.

7. Payment and Invoicing

- a. The method of payment for this FTA will be based on actual allowable costs. 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 II - Cost Principals, Item 9 d. The total cost shall not exceed the cost reimbursement limitation set forth in Section II - Cost Limitations, Item 4. 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 FTA, as agreed between CALTRANS and AGENCY.

- b. Reimbursement of AGENCY expenditures will be authorized only for those allowable costs actually incurred by AGENCY 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 FTA 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 FTA Number and shall be signed and submitted to the CALTRANS' Contract Manager at the following address, as stated in Section II - Notification of Parties, Item 1.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 or subcontractor staff that provided services during the period of the invoice, the number of hours and hourly rates for each employee or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, 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 FTA for material breach per **Section II - Termination, Item 5**.
- 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 FTA Expiration Date refers to the last date for AGENCY to incur valid Project costs or credits and is the date the FTA expires. AGENCY has sixty (60) days after that

Expiration Date to make final allowable payments to Project contractors or vendors, submit the Project's Final Product(s) as defined in **Attachment II** and 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.

8. Local Match Funds

- a. 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 FTA.
- b. **AGENCY** agrees to contribute the statutorily required local contribution of matching funds if any is specified within this FTA 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 in the Environmental Justice and Community-Based Transportation Planning Handbook located at the Office of Community Planning website: http://www.dot.ca.gov/hq/tpp/offices/ocp/ej_cbtp_toolbox.html

9. Cost Principles

- a. AGENCY agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 225 (formerly Office of Management and Budget Circular A-87), Cost Principles for State, Local and Tribal Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- b. AGENCY agrees, and will assure that its contractors 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 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this FTA shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- 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, 48 CFR, Chapter 1, Part 31 or 49 CFR, Part 18, 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 an Indirect Cost Allocation Plan or an Indirect

Cost Rate Proposal in accordance with 2 CFR, Part 225 and Local Assistance Procedures Manual (LPP 04-10).

10. Americans with Disabilities Act

By signing this FTA, 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.)

11. 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 or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon AGENCY under this FTA. It is understood and agreed that AGENCY, its officers, employees, agents, or subcontractors shall fully defend, indemnify and save harmless CALTRANS and all its 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 or subcontractors under this FTA.

12. Non-Discrimination

- a. During the performance of this FTA, AGENCY and all of its sub-recipients and its sub-contractors, if any, shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, and denial of pregnancy disability leave. AGENCY, its subcontractors, and sub-recipients shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. AGENCY, its subcontractors and sub-recipients shall comply with the provisions of the Fair Employment and Housing Act (Government Code [GC] Section 12900 et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing GC Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this FTA by this reference and are made a part hereof as if set forth in full. AGENCY, its subcontractors, and sub-recipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other collective bargaining agreements in place.
- b. AGENCY shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this FTA.

13. Retention of Records/Audits

- a. AGENCY, its contractors, subcontractors and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of AGENCY, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of AGENCY, its contractors, subcontractors and sub-recipients connected with Project performance under this FTA 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 FTA, 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.
- b. 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 FTA. 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.
- c. 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 FTA.
- d. Additionally, all grants may be subject to a pre-award audit prior to execution of the FTA to ensure AGENCY has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.

14. Disputes

- a. Any dispute concerning a question of fact arising under this FTA 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 FTA.

15. 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 subcontracted without prior written authorization by CALTRANS Contract Manager unless expressly included) 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 are consistent with the local AGENCY's laws, rules, and ordinances governing procurement. These procurements must also be consistent with all applicable provisions of state law requiring that the AGENCY 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 15, 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 subcontract entered into as a result of this FTA shall contain all the provisions stipulated in this FTA 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 exceeding five thousand dollars (\$5,000). AGENCY shall provide an evaluation of the necessity or desirability of incurring such costs.
- f. Any subcontract entered into by AGENCY as a result of this FTA shall mandate that 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 subcontractors. Travel expenses and per diem rates for

subcontractors shall be reimbursed pursuant to Section II - Payments and Invoicing, Item 7c.

16. Drug-Free Workplace Certification

By signing this FTA, AGENCY hereby certifies under penalty of perjury under the laws of California that AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 (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(b) 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(c), 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 FTA or termination of this FTA 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.

17. Relationship of Parties

It is expressly understood that this FTA 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.

18. 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 FTA.
 - b. **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)
- 19. Project Close Out/Final Product**
- a. **AGENCY** will provide four (4) copies and four (4) 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.

SECTION III

ATTACHMENTS:

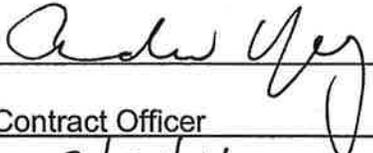
The following attachments are incorporated into and are made a part of this FTA by this reference and attachment.

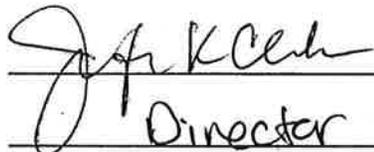
- I. AGENCY Resolution
- II. Scope of Work and Project Timeline

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

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

CITY OF FRESNO

By: 
 Title: Contract Officer
 Date: 3/28/14

By: 
 Title: Director
 Date: 03/24/14

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

AMENDMENT
to
FUND TRANSFER AGREEMENT

THIS AMENDMENT is entered into this 1st of August 2014,

The parties hereto mutually agree to amend Fund Transfer Agreement Number **74A0757**, dated effective **February 28, 2014**, as follows:

RECITALS, Item 5, - is amended to now read as follows:

PROJECT FUNDING IS AS FOLLOW:

<u>FUND TITLE</u>	<u>FUND SOURCE</u>	<u>DOLLAR AMOUNT</u>
SHA	STATE	\$ 139,899.00

SECTION II –Item 4, A, is amended to now read as follows:

4. COST LIMITATION:

The total amount reimbursable to AGENCY pursuant to this FTA by CALTRANS shall not exceed **\$139,899.00**.

All other terms and conditions of the original Fund Transfer Agreement shall remain in full force and effect.

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

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

By: M. Thompson

Title: Michelle Thompson, Contract Officer

Date: 8.28.14

CITY OF FRESNO

By: J. McClane
Title: Director

Date: 8/19/14

2. Task Title: Public Outreach

Engage the public to build consensus and communicate the community’s vision for the 41 and North Corridor. Public outreach and community engagement methods will be facilitated through guided tours of the target neighborhood, participatory mapping and community visioning; planned community workshops (3) and interactive planning through monthly community forums and meetings with the Community Design Committee. A sign-in sheet will be provided at all public outreach events and submitted to Caltrans. Target populations are specifically environmental justice communities, i.e., Latinos, African Americans, Southeast Asians, disabled and low-income community members for attendance at the community workshops and stakeholders meetings.

Task 2.1: Community Kick-Off and Workshop #1

This workshop will be the community kick off, introduce the project to the public, define project parameters, inform community of project opportunities and constraints, and solicit opinions from the community to shape Task 3.1, Develop Streetscape Concept. The workshop will feature public education, presentation of assessment, and a walking tour. Public comments and suggestions will be gathered and used to inform Tasks 3.1 and 3.2. Meeting interpretation will be provided in Spanish and Hmong through partnership with the Fresno Metro Ministry and rental of their translation headsets.

Responsible Party: COF; Consultant

Task 2.2: Community Workshop #2

An interactive workshop with will use clicker technology, modeling tools, and maps to present the streetscape design concept alternatives. Community will decide on preferred alternatives. Continue to solicit feedback from the community to shape Tasks 3.3 Draft Complete Street Plan. Meeting interpretation will be provided in Spanish and Hmong through partnership with the Fresno Metro Ministry and rental of their translation headsets.

Responsible Party: COF; Consultant

Task 2.3: Community Workshop #3

Present Draft Design Concept and continue to solicit feedback for public comments to shape Task 3.3, Draft Complete Streets Plan and Task 3.6, Final Complete Street Plan. Meeting interpretation will be provided in Spanish and Hmong through partnership with the Fresno Metro Ministry and rental of their translation headsets.

Responsible Party: COF; Consultant

Task 2.4: CDC Stakeholder Committee Meetings

This resident and community advisory group will convene monthly, and will serve as the primary community engagement strategy to ensure strong public participation. This will be a multi-sector group of stakeholders and will include the City, consultant(s), neighborhood residents and members from the 41 and North Corridor neighborhood development planning team, local business leaders, faith-based groups and community based organizations. The CDC will meet to help define the vision for the community design plan, review and analyze draft community design plans and documents produced by consultant(s), and submit recommendations and edits.

Responsible Party: COF; Consultant

Task	Deliverable
2.1	PowerPoint Presentation, Workshop Summary, Photos
2.2	PowerPoint Presentation, Workshop Summary, Photos
2.3	PowerPoint Presentation, Workshop Summary, Photos
2.4	PowerPoint Presentation, Workshop Summary, Photos, Sign-in sheets

