

**SUSTAINABLE COMMUNITIES
GRANTS (STATE-SB 1)
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 Oceanside**, hereinafter referred to as **AGENCY**, will commence on **November 15, 2019**, 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, 2022**.

RECITALS

1. Under this RGA, and pursuant to Budget Act Line Item 2660-102-3290, **CALTRANS** intends to convey State restricted grant funds to **AGENCY**, 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** will convey State grant restricted funds to **AGENCY**, pursuant to Budget Act Line Item 2660-102-3290, and **AGENCY** will conduct transportation studies and planning within the project area described in **Attachment II**. The funds subject to this RGA must be (a) identified as available for a restricted grant in **CALTRANS'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 the applicable Grant Application Guide, available upon request, 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 Oceanside – Smart and Sustainable Corridors Plan, hereinafter the Project, subject to the terms and conditions of this RGA. 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 applicable Grant Application Guide, available upon request.

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

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

6. Project funding is as follows:

<u>FUND TITLE</u>	<u>FUND SOURCE</u>	<u>DOLLAR AMOUNT</u>
Road Maintenance and Rehabilitation Account (RMRA)	State (SB 1)	\$398,385.00
LOCAL MATCH	Agency Provided	\$51,615.00
	Total Project Costs	\$450,000.00

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

7. This RGA is exempt from legal review and approval by the Department of General Services (DGS), 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 Russ Cunningham.
 - b. **CALTRANS'** Contract Manager is Barby Valentine. "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 Oceanside

Attention: Russ Cunningham, Grantee Project Manager, Principal Planner
Phone Number: (760) 435-3525
Email: rcunningham@ci.oceanside.ca.us
300 North Coast Highway
Oceanside, CA 92054

California Department of Transportation

(District 11, Regional Planning Division)
Attention: Barby Valentine, Contract Manager
Phone Number: (619) 688-6003
Email: barby.valentine@dot.ca.gov
4050 Taylor Street, MS 240
San Diego, CA 92110

9. Period of Performance

- a. Reimbursable work under this RGA shall begin no earlier than on **November 15, 2019**, 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, 2022**.
- 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.

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 **\$398,385.00**.
- 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 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 30 days in advance of the effective date of such termination. In the

event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination.

- c. **AGENCY** has 60 days after the Termination Date to submit accurate invoices to **CALTRANS** to make final allowable payments for Project costs in accordance to the terms of this RGA. Failure to submit accurate invoices within this period of time shall result in a waiver by **AGENCY** of its right to reimbursement of expended costs.

13. Budget Contingency Clause

- a. It is mutually agreed that if the US Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA do not appropriate sufficient funds for the program, this RGA shall be of no further force and effect. In this event, **CALTRANS** shall have no liability to pay any funds whatsoever to **AGENCY** or to furnish any other considerations under this RGA and **AGENCY** shall not be obligated to perform any provisions of this RGA.
- b. If funding for any fiscal year is reduced or deleted by the US Congress or the State Legislature for purposes of this program, **CALTRANS** shall have the option to either terminate this RGA with no liability occurring to **CALTRANS**, or offer an RGA Amendment to **AGENCY** to reflect 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 identified the estimated indirect cost rate in **Attachment II** and an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III–Cost Principles, Item 16d**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III–Cost Limitations, Item 11a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel, and other estimated costs and fees set forth in **Attachment 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 RGA 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 subrecipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link:
<https://travelpocketguide.dot.ca.gov/>.

Also see website for summary of travel reimbursement rules.

- 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 8c**.
- 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 60 days after that Expiration Date to make final allowable payments to Project contractors or vendors, and submit the Project's Final Product(s) as defined in **Attachment II** and a final accurate invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the 60th day will be reverted and will no longer be accessible to reimburse late Project invoices.

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 and identified under this RGA, **Section III–Project Funding, Item 6**, 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. **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 in the applicable Grant Application Guide, available upon request.

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 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 30 days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.
- d. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must have identified the estimated indirect cost rate in **Attachment II**, prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf>.
- e. **AGENCY** agrees and shall require that all of its 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 subrecipients, or its subcontractors under or in connection with any work, authority, or jurisdiction conferred upon **AGENCY** under this RGA. It is understood and agreed that **AGENCY** shall fully defend, indemnify, and save harmless **CALTRANS** and all of **CALTRANS'** officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, subrecipients, or subcontractors under this RGA.

19. Nondiscrimination Clause (2 CCR 11105 Clause b)

- a. During the performance of this RGA, the **AGENCY**, its contractors, its subrecipients, and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. **AGENCY** shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- b. **AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., Tit. 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by **CALTRANS** to implement such article.
- c. **AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing and **CALTRANS** upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or **CALTRANS** shall require to ascertain compliance with this clause.
- d. **AGENCY** and 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 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 the **CALTRANS** Contract Manager unless expressly included (subrecipient 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 State Contracting Manual (SCM), Chapter 5, which are not inconsistent with this **Item 23, Third Party Contracts**. The SCM can be found and the following link: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- c. Any contract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to **AGENCY's** subrecipients, contractors, and subcontractors. Copies of all agreements with subrecipients, contractors, and subcontractors must be submitted to the **CALTRANS** Contract Manager.
- d. **CALTRANS** does not have a contractual relationship with the **AGENCY's** subrecipients, contractors, or subcontractors and the **AGENCY** shall be fully responsible for all work performed by its subrecipients, contractors, or subcontractors.
- e. Prior authorization in writing by the **CALTRANS** Contract Manager shall be required before **AGENCY** enters into any non-budgeted purchase order or sub-agreement for supplies, or consultant services. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs. **AGENCY** shall retain all receipts for such purchases or services and shall submit them with invoices per **Section III–Payment and Invoicing, 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 subrecipients, contractors, and subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the subrecipients, contractors, and subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section III–Payment and Invoicing, Item 14c, above**.

23. Drug-Free Workplace Certification

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

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

- b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2)) to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace.
 - 2) The person's or organization's policy of maintaining a Drug-Free workplace;
 - 3) Any available counseling, rehabilitation, and employee assistance programs.
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or grant:
 - 1) Will receive a copy of the company's Drug-Free policy statement.
 - 2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
- d. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and **AGENCY** may be ineligible for the award of any future state contracts if **CALTRANS** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

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 RGA.
 - 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 RGA, the **AGENCY** hereby assumes all risks of the consequences of exposure of **AGENCY's** employees, agents, subrecipients, 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 RGA, to any and all environmental health hazards, local and otherwise, in connection with the performance of this RGA. 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, subrecipients, 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 RGA. **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 Sections 42649.8 et seq., if Contractor generates four (4) cubic yards or more of organic waste or commercial solid waste per week, the Contractor shall arrange for organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling. Contractor shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from the Caltrans Contract Manager.

28. Project Close Out/Final Product

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

b. Ownership of Work Product and Rights

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

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

- 2) **Vesting of Copyright Ownership:** **AGENCY**, its employees, and all of **AGENCY's** contractor's, subcontractor's, and subrecipient's employees, agrees to perpetually assign, and upon creation of each **Work Product** automatically assigns, to **CALTRANS** and **AGENCY**, its successors, and assigns, ownership of all United States and international copyrights in each and every **Work Product**, insofar as any such **Work Product**, by operation of law, may not be considered work made for hire by the **AGENCY's** contractor, subcontractor, and/or subrecipient from **CALTRANS**. From time to time, **CALTRANS** and the **AGENCY** shall require its contractors, subcontractors, and/or subrecipients and their respective employees to confirm such assignments by execution and delivery of such assignments, confirmations, or assignment, or other written instruments as **CALTRANS** and the **AGENCY** may request. **CALTRANS** and the **AGENCY**, its successors, and assigns, shall have the

right to obtain and hold in its or their own name(s) all copyright registrations and other evidence of rights that may be available for **Work Product**. **AGENCY** shall require contractors, including subcontractors, to waive all moral rights relating to identification of authorship restriction or limitation on use, or subsequent modifications of the **Work**.

c. INVENTIONS

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

d. ADDITIONAL PROVISIONS

- 1) **Avoidance of infringement:** In performing services under this RGA, **AGENCY** and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If **AGENCY** or its employees becomes aware of any such possible infringement in the course of performing any Work under this RGA, **AGENCY** or its employees shall immediately notify **CALTRANS** in writing.

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

e. **Ownership of Data**

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

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
DEPARTMENT OF TRANSPORTATION**

CITY OF OCEANSIDE

By:	By: 
Printed Name:	Printed Name: Deanna Lorson
Title: Contract Officer	Title: City Manager
Date:	Date: 10-23-2019

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

APPROVED AS TO FORM OCEANSIDE CITY ATTORNEY

JOHN P. MULLEN

COPY

RESOLUTION NO. 19-R0392-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OCEANSIDE ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$398,385 FROM THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS), APPROPRIATING \$51,615 IN MATCH FUNDS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS PERTAINING TO THE GRANT

WHEREAS, the Caltrans Sustainable Transportation Grant Program provides approximately \$17 million in competitive grant funding to MPOs, counties, cities, and other public agencies in support of projects that promote multimodal transportation and land use planning projects that further regional transportation goals, contribute to the State's GHG reduction targets, and assist in achieving the Caltrans Mission and Grant Program Overarching Objectives; and

WHEREAS, the City of Oceanside has initiated a General Plan Update that, among other objectives, seeks to better coordinate land use and transportation planning and expand multimodal transportation options for residents, workers, and visitors; and

WHEREAS, the City of Oceanside desires to pursue a Smart and Sustainable Corridors Plan (SSCP) as a precursor and component of a comprehensive update of its Land Use Element; and

WHEREAS, on May 17, 2019, the City was awarded grant funding for the SSCP through the Caltrans Sustainable Communities grant program; and

WHEREAS, said grant requires local match funds;

NOW, THEREFORE, the City Council of the City of Oceanside does resolve as follows:

SECTION 1. The City of Oceanside accepts \$398,385 in grant funds from the California Department of Transportation (Caltrans).

SECTION 2: The City of Oceanside appropriates grant match funds in the amount of \$51,615 from the General Plan Surcharge Committed Funds.

SECTION 3. The City of Oceanside City Manager is authorized to execute, in the name

1 of the City of Oceanside, all necessary contracts and agreements and amendments thereto to
2 implement and carry out the grant agreement attached hereto and any project approved through
3 approval of the grant agreement.
4

5 PASSED AND ADOPTED by the City Council of the City of Oceanside, California,
6 this 19th day of June, 2019, by the following vote:
7

8 AYES: WEISS, FELLER, KEIM, RODRIGUEZ, SANCHEZ

9 NAYS: NONE

10 ABSENT: NONE

11 ABSTAIN: NONE
12

13 
14 MAYOR OF THE CITY OF OCEANSIDE

15 ATTEST:

16 APPROVED AS TO FORM:

17 
18 City Clerk

19 
20 City Attorney
21
22
23
24
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26
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28

SCOPE OF WORK: City of Oceanside - Smart and Sustainable Corridors Plan

INTRODUCTION:

The City of Oceanside seeks funding to prioritize and expedite the completion of the proposed SMART AND SUSTAINABLE CORRIDORS PLAN which will provide essential policy direction for the City's General Plan update. More specifically, the Plan will serve as the foundation for the planned update of the City's 33-year-old Land Use Element. By incorporating smart growth strategies, the Plan and the updated Land Use Element will move the City away from traditional separation of land uses that has resulted in isolated, auto-dependent neighborhoods and commercial districts. The Plan will also support the City's ability to meet its Regional Housing Needs Assessment (RHNA) obligation (likely more than 6,000 units) for the next Housing Element cycle by maximizing housing development in existing corridors near the City's eight commuter rail stations and other transit stops. The proposed Plan will focus future development in existing commercial and industrial corridors to bring jobs close to where people live, support infrastructure that is efficient and pedestrian and bicycle-friendly, and enhance access to the City's considerable local and regional transit network. The proposed Plan will support local integration and implementation of regional Smart Growth principles and policies as promulgated in the San Diego Association of Government's (SANDAG) *San Diego Forward: The Regional Plan*. More specifically, the Plan will allow the City to conform with SANDAG's *2050 Regional Transportation Plan (RTP) and Sustainable Communities Strategy (SCS)*, which seeks to maximize transit use, integrate biking and walking infrastructure, and reduce greenhouse gas emissions to state-aligned levels.

Introduction to the City of Oceanside.

Incorporated in 1888, the City of Oceanside (pop. 176,193) is the second oldest municipality in San Diego County. The City is a bedroom community located in the far northwest corner of San Diego County, 35 miles north of San Diego and 83 miles south of Los Angeles. The City encompasses 42 square miles and is one of the San Diego region's ten beachfront jurisdictions with 3.7 miles of shoreline that attract vacationers from around the world. Oceanside's coastal amenities include a small-craft harbor and a 1,942-foot historical wooden fishing pier, the longest in California. With some of the most consistent surf on the West Coast, the City hosts over 30 professional surfing tournaments each year. The City is also home to one of the Ironman triathlon's oldest races (Ironman California 70.3) that brings nearly 3,000 athletes from 28 counties to Oceanside for the competition each year. Oceanside is home to many other attractions including the California Surf Museum and Oceanside Museum of Art



Fig. 1: The City of Oceanside

Interstate 5 runs north and south through Oceanside, and intersects State Routes 78 and 76 which run generally east and west providing access to Interstate 15 east of the City. The City is bounded by the Pacific Ocean to the west, the San Luis Rey River and the 125,000-acre Marine Corps Base Camp Pendleton to the north, the Buena Vista Lagoon and the City of Carlsbad to the south, and the City of Vista to the east (see Fig. 1). In addition to being well-connected to the regional roadway network, Oceanside is also well-served by rail and bus (see Fig. 2). The

Oceanside Transit Center (OTC), located near downtown, is one of the busiest transit centers in the region, and recently underwent a \$24 million expansion. The OTC provides access to: Amtrak’s Pacific Surfliner that runs from San Diego along the coast to San Luis Obispo; Metrolink which provides connectivity north and east to Orange, Los Angeles, Riverside, San Bernardino, and Ventura counties; the North County Transit District’s (NCTD) Coaster commuter rail that provides north-south service between Oceanside and San Diego and Sprinter light rail that provides east-west service between Oceanside and Escondido; and several local bus routes. The Sprinter has seven stations in Oceanside, providing connections and access to points locally and regionally throughout Southern California. The San Luis Rey Transit Center is a relatively new bus transit facility anchoring the North River Village mixed-use residential and retail development in northeast Oceanside.

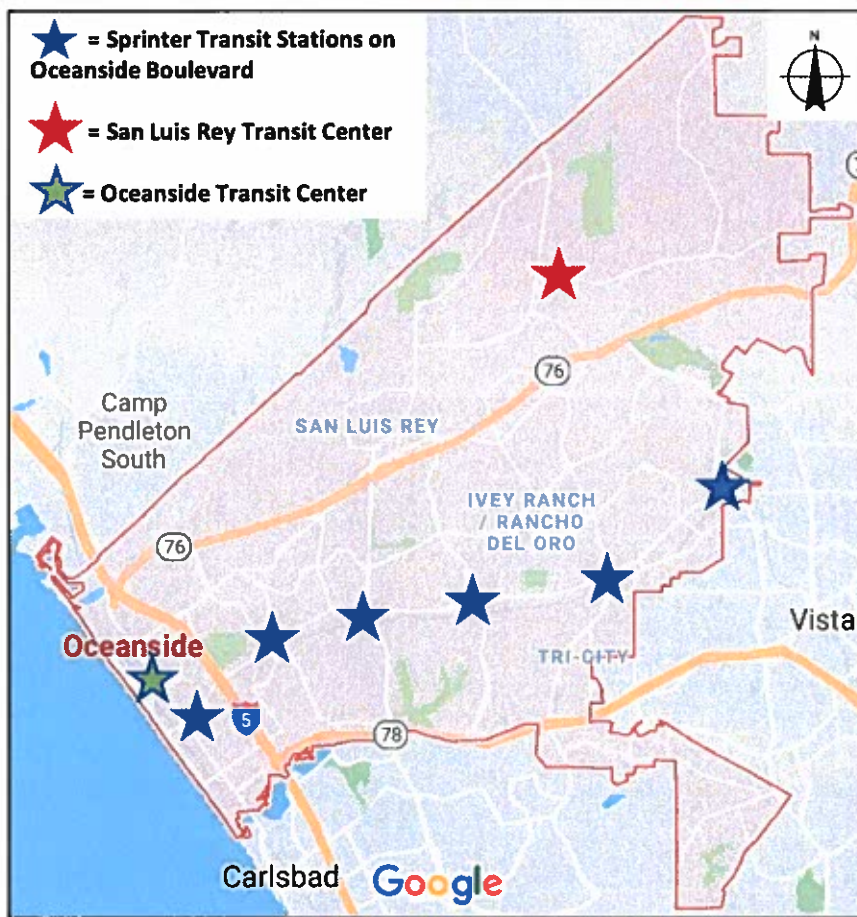


Fig. 2: Roadway and Transit Network in Oceanside

The City maintains a distinct geography that contributes to a strong sense of place. The City has strong ties to its coastline and beach culture. The City is also home to the San Luis Rey River which runs through the entirety of the City and empties to the ocean within the City limits; and the 350-acre Buena Vista Lagoon, the only freshwater lagoon in the state which is home to dozens of varieties of migrant and resident waterfowl, and is designated an Ecological Reserve by the California Department of Fish and Game. The City’s geography varies with flat areas, as well as hillsides and arroyos, which can present challenges for active transportation. Unique among California coastal cities, Oceanside

is also home to 3,200+ acres of agricultural land consolidated in an area known as South Morro Hills (SMH) which was the subject of a highly-publicized and controversial November 2018 ballot initiative that would have put zoning changes for open space and agriculture property in the hands of voters instead of a simple majority of the City Council (the initiative failed). The initiative was launched after announcement of a proposed 1,000-home, 177-acre development project in SHM.

Oceanside’s downtown is located near the coast and all of its coastal amenities, and thus is very tourist-oriented. The downtown area has enjoyed significant redevelopment over the past 15

years, with more planned including hotels, mixed-use developments, and expanded parking amenities. The City's efforts to capitalize on its coastline have been successful with the tourism sector growing at a significant pace for seven straight years. In addition to tourism, other important local industries include manufacturing, distribution, and agriculture. In the manufacturing and distribution sectors, the City is home to TE Connectivity, Hydranautics, Magnaflow, FedEx, and Coca-Cola. South Morro Hills, the City's agricultural district, is known for its strawberries, tomatoes, avocados, and ornamental crops. Emerging crops in South Morro Hills include wine grapes, coffee, and exotic fruits (e.g., cherimoya). The City has prepared an Agritourism Strategic Plan designed to preserve and cultivate urban and rural farming opportunities, while increasing engagement and appreciation for the farming community. Over the last year, dozens of stakeholders have been meeting to educate themselves through workshops and events about the feasibility of developing agritourism in Oceanside. In recent years, Oceanside has welcomed biotech enterprises (e.g., Genentech and Gilead Sciences), which are among the region's fastest growing business sectors. Other regional industries with a presence in Oceanside include sports and active lifestyle products and services, information and communication technology (ICT), and healthcare. Home to Tri-City Hospital (located in the Vista Way/SR 76 corridor), Oceanside has seen a number of health clinics open for business in recent years (e.g., Kaiser, Veterans Administration, Scripps).

Project Area Demographics.

The City's population doubled in size from 1980 to 2010, and today has 176,193 residents. It is the third largest jurisdiction in the region in both population and geographic size. The population is diverse with 48% White; 35% Hispanic, 7% Asian, 5% African-American, and 5% other. North San Diego County is known for its affluence, especially in cities such as Encinitas where housing prices range, on average, above \$1 million. However, cities along State Route 78 such as Oceanside have more mixed incomes. As a whole, median household income in the City (\$58,949) lags behind both the County (\$66,529) and State (\$63,783) (U.S. Census Bureau, 2012-16 Five Year Estimates). Free and Reduced Priced Meal eligibility rates (a proxy for child poverty) are as high as 94% in the Oceanside Unified School District with seven schools having rates higher than 80%. The district average (58%) is higher than the County (50%) and on par with the State (58%) (California Department of Education, Data Quest, 2016-17).

Disadvantaged communities often face the worst deficiencies in transportation and other infrastructure development when they are, in fact, the communities that need these facilities and services the most. For these communities, transportation is critical for employment, education, healthcare, and access to essential commercial goods and services. A fundamental goal of the Plan is to enhance first-mile/last-mile connections to public transportation and bicycle and pedestrian infrastructure for people who do not have access to a car. This connectivity is also critical for Oceanside employers, whose businesses need to be accessible to workers, suppliers, and customers.

Need for the Proposed Project.

1. REDUCE TRAFFIC CONGESTION AND INCREASE UTILIZATION OF PUBLIC TRANSIT

The City's 2014 Circulation Element forecasts increasing traffic congestion through 2030.

Projected average daily traffic counts are estimated to increase by as much as 30% within the corridors targeted by the proposed project, with few of the roadways having adequate capacity to accommodate anticipated traffic

	Drive Alone		Carpool		Public Transit		Ped/Bike/Other	
	2000	2016	2000	2016	2000	2016	2000	2016
Oceanside	73%	79%	17%	10%	4%	3%	3%	1%
San Diego	71%	76%	12%	6%	2%	3%	5%	1%

Fig. 3: Oceanside Travel Mode Share. Source: U.S. Census Bureau

volumes. The proposed expansion of traffic-choked State Route 78, a major east-west artery in Oceanside, would provide considerable congestion relief but has been delayed because of lack of funding at the state level. Compounding the problem is Oceanside's auto-centric way of life. Recent estimates from the U.S. Census Bureau show that 79% of residents drive alone to work (up 6 percentage points since 2000); use of every other mode is down since 2000 with walking and biking at nearly half of the level in 2000. The City has considerable public transit resources (as described above), but these resources are underutilized. Despite providing connections and access to points locally and regionally throughout Southern California, public transit dropped from 4% in 2000 to 3% in 2016, illustrating yet another missed opportunity (see Fig. 3).

2. UPDATE ANTIQUATED LAND USE AND HOUSING ELEMENTS THAT INHIBIT LOCAL IMPLEMENTATION OF REGIONAL GROWTH STRATEGIES AND THE REGIONAL TRANSPORTATION PLAN

The City's 33-year old Land Use Element is outdated. Over the last three decades, the City's population and housing stock have more than doubled, mostly through suburban sprawl that has resulted in the loss of open space, increasing separation of land uses, increasing traffic congestion on local roadways, and increasing VMT-related GHG emissions. In 2017, the City conducted extensive public and stakeholder outreach as part of the development of the City's draft Economic Development Element (EDE), Energy and Climate Action Element (ECAP), and Climate Action Plan (CAP). Residents and other stakeholders reported that they want to limit urban sprawl and development pressure on sensitive areas along the City's periphery. They strongly support the City's aims to focus future growth in the City's main corridors which are ripe with potential and severely underutilized relative to what current zoning standards will allow. Bounded by the Pacific Ocean, federal lands, and the cities of Vista and Carlsbad, Oceanside has little greenfield remaining for new housing or employment-oriented land uses. However, demand for housing and employment remain strong, creating pressure to develop in areas not currently zoned to accommodate housing or employment growth.



SANDAG's preliminary regional forecast (to be finalized in 2019) indicates roughly three percent population growth in Oceanside by 2050, which will occasion the need for more housing and local employment options. The City faces additional pressure to increase housing capacity to meet its Regional Housing Needs Assessment (RHNA) obligation for the next Housing Element cycle, which is likely to be of a similar order of magnitude as the City's current RHNA obligation (roughly 6,200 units). The hospitality sector is in its seventh straight year of growth—with tourists spending \$351 million in 2017—highlighting the need to accommodate more visitor-serving uses. In addition, residents want the City's open space and sensitive areas (e.g., the SMH pastoral area, Buena Vista Lagoon, San Luis Rey River) to be considered in all development decisions and for future development to be focused in existing corridors.

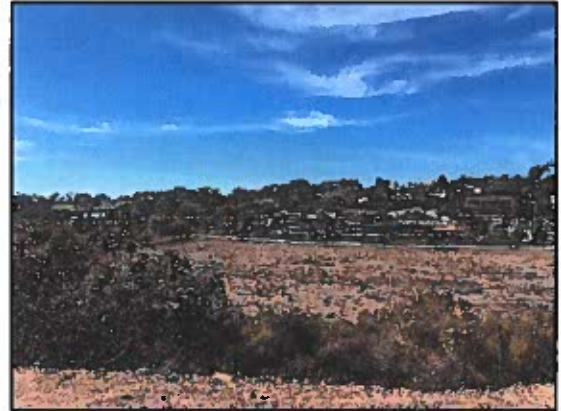


Fig. 4: Examples of Underutilized Properties in the Oceanside Boulevard Corridor.

3. SUPPORT LOCAL, REGIONAL, AND STATE AIR QUALITY BENCHMARKS

As part of the City's General Plan update (begun in 2016), the City is drafting its first Climate Action Plan (CAP) that outlines GHG emission reduction requirements. Roughly half of Oceanside's GHG emissions are generated in the transportation sector, primarily by private automobile travel. In keeping with state emissions reduction targets, the CAP seeks to reduce per-capita emissions to 4.0 MT CO₂ per service population. The City can demonstrate consistency with state emissions reduction targets through 2035, but forecasted emissions begin to diverge from target emission levels soon thereafter (see Fig. 5). In order to maintain alignment with state targets through 2050, the City will need to implement additional emission reduction measures.

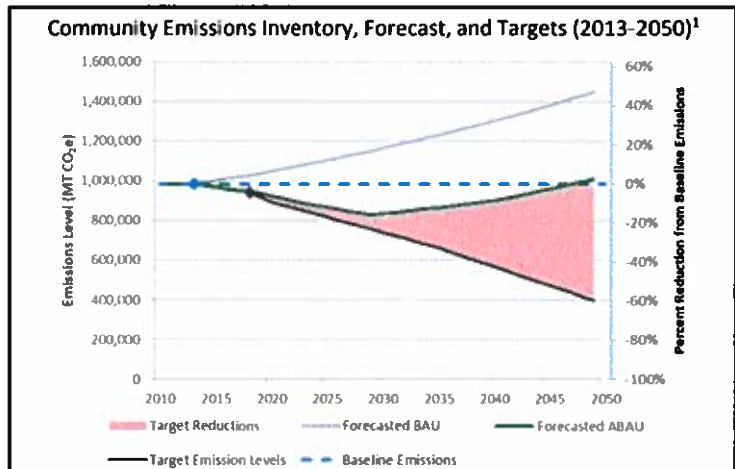


Fig. 5: Forecasted Emissions in Oceanside (the pink shaded area illustrates non-attainment of target levels starting in 2035). Source: City of Oceanside, Draft Climate Action Plan (under development)

4. IMPROVE THE JOB-TO-HOUSING RATIO, WHICH IS THE SECOND LOWEST IN SAN DIEGO COUNTY

Oceanside has 0.6 jobs for every home, which is lowest in the north part of the county and the second lowest in the entire county. Oceanside is a bedroom community where workers disperse throughout the County and beyond for work, including to Camp Pendleton Marine Corps Base a major employer for City residents. The imbalance of jobs to housing contributes to the traffic congestion and air quality issues noted above. It also diminishes quality of life where residents spend more time getting back and forth to work, more money on child care and transportation,

and less time with their families. Recent public outreach conducted for the draft EDE, ECAP, and CAP found that residents want more job opportunities closer to home.

Description of the Proposed Plan's Target Corridors and Areas

The City seeks funding to develop a Smart and Sustainable Corridors Plan that will guide and focus future development that is compact, mixed-used, and pedestrian-friendly with demonstrated access to the City's rich transit resources. The Plan will focus future development efforts in four existing major commercial and industrial corridors and eight "smart growth opportunity areas" (SGOAs) identified by the San Diego Association of Governments (SANDAG) as locations prime for compact, walkable, mixed-used development near transit centers (see Fig. 6). Seven of the eight SGOAs are located in the four targeted corridors and all of the SGOAs encompass a ¼-mile area surrounding an existing transit station. The targeted corridors (see Fig. 7) include:

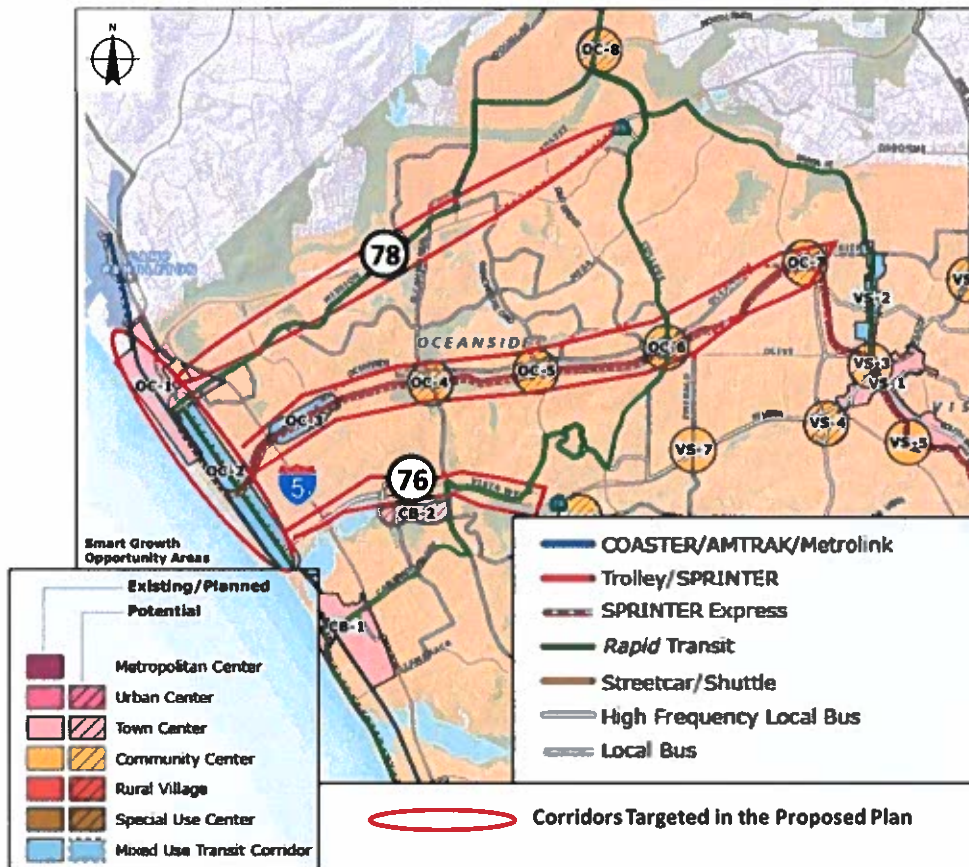


Fig. 6: The Proposed Project's Four Targeted Corridors and Eight Smart Growth Opportunity Areas (numbered OC-1 through OC-8).

1. Coast Highway (ADT range 9,000 - 21,600) . This corridor runs north-south along the coast and State Highway 101 (Coast Highway), and parallels Interstate 5 to the east. This corridor is adjacent to downtown and the Oceanside Transit Center, is the center of City's tourism sector, and includes one of the City's eight SGOAs. The downtown area, in particular, has seen extensive redevelopment (including adaptive reuse) in the last 15 years, and has transformed from 'sleepy' to more urbane and now offers more hospitality and entertainment amenities, new restaurants that cater to farm-to-table interests, craft breweries, etc. This development is beginning to ripple through the corridor. The corridor is zoned primarily commercial and residential, but new standards are needed to encourage mixed-used development to meet future housing demands and lure needed commercial development. Of the four targeted corridors, the Coast Highway corridor has been the subject of the most redevelopment and planning. The proposed Plan will build on these prior efforts which include a nine-block downtown master plan, and the Coast Highway Vision and Strategic Plan (completed 2009) which is a blueprint for the future of the corridor.

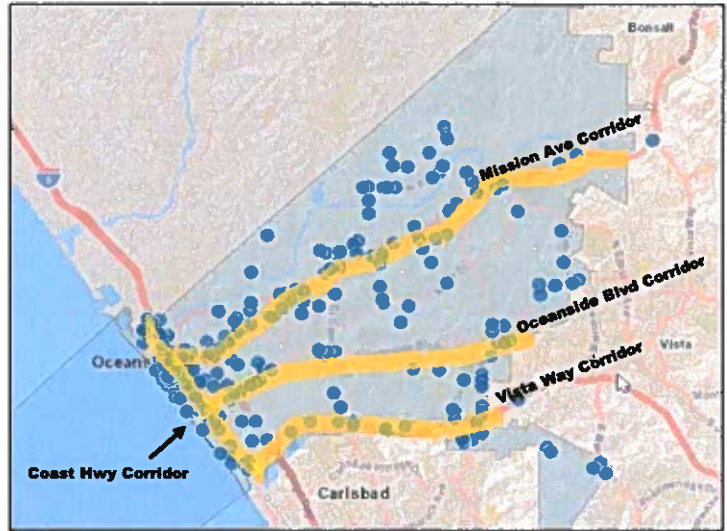


Fig. 7: The Four Targeted Corridors Overlaid with Locations of Motor Vehicle Collisions with Pedestrians and Bicyclists (illustrating opportunities to impact pedestrian and bicyclist safety via the proposed project). Source: Transportation Injury Mapping System (2015-17 data).

Fig. 6: The Proposed Project's Four Targeted Corridors and Eight Smart Growth Opportunity Areas (numbered OC-1 through OC-8).

3. Mission Avenue. This corridor runs east-west in the north part of the City. It parallels State Route 76 which goes through the San Luis Rey River Valley to I-15. SR 76 and Mission Avenue are heavily traveled commuter roadways that connect to I-5 and experience high levels of congestion. Inland portions of the corridor have a suburban/exurban character perpetuated by low-density residential and low-intensity commercial uses. Commercial centers along inland segments of the corridor compete with each other for market share. The corridor is home to the old Mission San Luis Rey de Francia, known as the "King of the Missions," which is a National Historic Landmark, but the site is not a center of gravity for the area. One of the SGOAs (San Luis Rey River Transit Center) is located to the northeast of this corridor, but due to the diffuse land use patterns in the surrounding area, there is minimal demand for bus service. SR 76 has multiple at-grade signalized crossings which contribute to congestion and often drive motorists to Mission Avenue as an alternative route. Furthermore, SR 76 physically divides neighborhoods from nearby commercial areas and reinforces the separation of land uses that force residents and workers into their cars. SR 76 and Mission Avenue intersect intermittently, and many of these intersections feature commercial centers, but none of these centers are significant centers of gravity. With little sense of place, these centers generally do not encourage walking, gathering, and other pedestrian activity. However, west of Interstate 5, recent roadway and streetscape improvements on Mission Avenue have catalyzed new business activity and created a vibrant street scene that features outdoor dining. The City seeks to replicate the success of this stretch of Mission Avenue elsewhere in the corridor.

2. Oceanside Boulevard (ADT range 21,700 – 31,300). This corridor runs east-west in the central part of the city. It is a major gateway to the City and coastal areas from the east (including I-15). The corridor is zoned primarily commercial, with pockets of industrial and light industrial zoning. Significantly, Oceanside Boulevard runs parallel to the Sprinter light rail line (operated by the North County Transit District) which extends from Oceanside to Escondido. There are six Sprinter stations on Oceanside Boulevard, each anchoring one of the City's SGOAs. Similar to all of the corridors, new standards are needed to encourage mixed-used development and greater use of the Sprinter stations from surrounding residential communities on either side of the roadway. While many of the residential areas are located near one of the six Sprinter rail stations, some residents face geographical barriers to access, including mesas or arroyos situated between the residential areas and the Oceanside Boulevard. Commercial operations struggle in this corridor because of access constraints, the absence of a sense of place, and the lack of housing within the corridor that would provide a market for neighborhood-serving retail and other commercial use. The corridor is also the location of SANDAG's planned Inland Rail Trail, a proposed 21-mile Class I bike facility that will run through the cities of Oceanside, Vista, San Marcos, and Escondido. Also, Loma Alta Creek flows along the roadway. The creek has been channelized and neglected, and lost significant habitat and aesthetics, but is a potential destination that could catalyze new development and increased pedestrian activity.

4. Vista Way. This corridor runs east-west in the southern part of the City. Vista Way is a frontage road for State Route 78 which connects Oceanside and Escondido. The corridor is increasingly urbanized and is an employment corridor for the five cities that lie along SR 78. The five cities (Oceanside, Carlsbad, Vista, San Marcos, and Escondido) have come together with a shared vision to boost economic prosperity and development along SR 78, and this effort, named Innovate 78, will be leveraged in the proposed Plan. Innovate 78 is working to encourage both start-ups and established businesses to locate in the area. The corridor is home to Tri-City Hospital and associated medical uses which are another major anchor in the corridor. The commercial strip centers in the area fare better than those in the Mission and Oceanside corridors due to the traffic and people visiting and working in the area from nearby cities. This corridor is also home to the first example of mixed-used development in Oceanside – Piazza D'Oro. The proposed Plan will take advantage of the momentum in this corridor by spurring additional mixed-used development (including vertical development) to meet future housing demands, support continued commercial development, and create livable communities.

Over 200 SGOAs throughout the region have been identified by SANDAG as areas where local governments should focus future housing and infill/mixed-use development. The proposed Plan will support infill and redevelopment in all of the City's eight SGOAs, which directly overlap or are adjacent to the targeted corridors listed above (see Fig. 6, above):

- (OC-1) Downtown Oceanside (includes the Oceanside Transit Center served by Amtrak, Coaster, Metrolink, Sprinter, NCTD bus line, and Greyhound);
- (OC-2) South Coast Highway Sprinter Station;
- (OC-3) Crouch Street Sprinter Station;
- (OC-4) El Camino Real Sprinter Station;
- (OC-5) Rancho Del Oro Sprinter Station;
- (OC-6) College Boulevard Sprinter Station;
- (OC-7) Melrose Sprinter Station; and

- (OC-8) San Luis Rey Transit Center (a 12-bay bus facility).

Community and Stakeholder Participation.

The project will include a robust outreach effort (described in detail in the Tasking section below) that supports the project as follows:

- Considers and incorporates outreach and feedback already received as part of the first phase of the General Plan Update including the Economic Development Element, the Energy and Climate Action Element, and the Climate Action Plan. The project will also consider feedback received and recommendations from outreach efforts for the Coast Highway Vision and Strategic Plan, downtown master plan, etc.
- Utilizes best practices used by the City in these previous and ongoing efforts, including stakeholder interviews which the city has found to be an efficient, engaging, and successful strategy that is appreciated by the stakeholders.
- Leverages existing highly-visible and popular festivals and celebrations such as Main Street Oceanside's Farmers Market and Sunset Market, Harbor Days, Dia de los Muertos at Mission San Luis Rey, and the Oceanside Turkey Trot to conduct pop-up outreach events.
- Includes an evaluation component at the conclusion of each outreach event to assess the effectiveness of the event and allow the City to make adjustments to future events to enhance quality.

The City has identified multiple stakeholders whose participation on the planning project will be critical, and we have secured their support and commitment to participate on the project. These include:

- North County Transit District (operator of the Sprinter light rail and transit stations in the Oceanside Boulevard corridor);
- San Diego Association of Governments (SANDAG);
- Metrolink (serving City residents and visitors via the Oceanside Transit Center);
- Local partners including: Oceanside Chamber of Commerce, Main Street Oceanside, and Visit Oceanside; and
- Local and regional advocacy partners including: Circulate San Diego, Climate Action Campaign, and Preserve Calavera.

Letters of support for these stakeholders and partners are attached. The City will expand the list of stakeholders as new entities are identified.

RESPONSIBLE PARTIES:

The City of Oceanside will be responsible for project implementation, administration, and performance. The City will engage an experienced Consultant to conduct a comprehensive assessment of existing conditions that identifies both constraints upon and opportunities for positive change. This assessment will inform recommendations for developing a corridor network that serves as the City's principal growth area and connects to and capitalizes on the smart growth opportunity areas described above. The Consultant will assist with community and stakeholder outreach activities, including sharing summaries of their analyses and preliminary vision for the proposed corridor network. The Consultant will be responsible for developing the draft and final *City of Oceanside – Smart and Sustainable Corridors Plan*.

OVERALL PROJECT OBJECTIVES:

- Implement a planning project that is informed by: 1) best practices from the City's ongoing planning efforts for the General Plan update, and 2) significant input from residents and other stakeholders.
- Develop a Smart and Sustainable Corridors Plan that:
 - Promotes infrastructure that is pedestrian- and bicycle-friendly, and enhances access to the City's transit-rich resources;
 - Focuses on infill/mixed-used development in the targeted underutilized corridors and SGOAs;
 - Promotes zoning and land use flexibility that incentivizes desired development and brings jobs close to where people live;
 - Is aligned with regional policies to enhance the City's eligibility for both regionally-funded transportation improvements as well as SANDAG grant funding programs (e.g., the Smart Growth Incentive Program);
 - Supports local integration and implementation of regional Smart Growth principles and policies as promulgated in SANDAG's *San Diego Forward: The Regional Plan*.
 - Conforms with SANDAG's *2050 Regional Transportation Plan (RTP) and Sustainable Communities Strategy (SCS)*;
 - Improves connections between transportation and land use;
 - Attracts more commercial and industrial business (and jobs) to the City;
 - Addresses the single largest source of emissions in the City – transportation – by promoting, encouraging, and breaking barriers to active transportation and transit use;
 - Promotes livable communities and complete streets in the targeted corridors and SGOAs;
 - Preserves the City's open areas and reduces sprawl;
 - Makes recommendations to streamline development processes to improve shovel-readiness in the targeted corridors;
 - Provides a multi-pronged implementation strategy for prioritized recommended initiatives, as well as specific actions for short and long-term physical enhancements; and
 - Guides the planned update of the City's Land Use Element and Housing Element.

TASKING:

1. PROJECT ADMINISTRATION

Task 1.1 Grant Kick-off Meeting with Caltrans

The City will plan and conduct a kick-off meeting with Caltrans to review and discuss the grant agreement, implementation expectations and timelines, procurement procedures, reporting and invoicing, and immediate and long-term action items.

Task 1.2 Consultant Procurement

The City will develop and issue a Request for Qualifications (RFQ) for a Consultant to participate in the proposed planning project and develop the Smart and Sustainable Corridors Plan. The process will follow the City's established procurement procedures, and the City will make their selection based on qualifications, directly-related experience, and cost-effectiveness.

Task 1.3 Kick-off Meeting with Project Partners

City staff, the Consultant, and stakeholder representatives will formally meet to discuss the overall vision for the Plan, the project's goals and objectives, the tasks and timeline, expectations of the

City, Consultant, and stakeholders, Caltrans' requirements, immediate and long-term action items, and intended project outcomes. The kick-off meeting will be led by the Consultant with support and participation from relevant City staff. Caltrans will be invited to attend.

Task 1.4 Project Monitoring

During the course of the project, the City will conduct regularly-scheduled meetings with the Consultant (in-person and via telephone) to monitor project progress, identify project implementation barriers and identify solutions, and discuss upcoming tasks. The City will monitor the project's budget and timeline to ensure the project stays on-track, and will be responsible for ongoing quality control monitoring of the Consultant.

Task 1.5 Invoicing

The City will develop and submit invoices to Caltrans in a timely manner as prescribed in the grant agreement.

Task 1.6 Quarterly Reporting to Caltrans

The City will develop and submit quarterly reports to Caltrans in a timely manner as prescribed in the grant agreement. The reports will summarize project progress and obstacles, and will include copies of deliverables.

- **Responsible Party: City and Consultant**

Task	Deliverable
1.1	<i>Agenda, participant list, meeting minutes</i>
1.2	<i>RFQ, list and ranking of applicants, selected Consultant's proposal and contract</i>
1.3	<i>Agenda, participant list, meeting minutes</i>
1.4	<i>Monthly agendas, participant lists, meeting notes</i>
1.5	<i>Invoice packages</i>
1.6	<i>Quarterly reports</i>

2. STAKEHOLDER AND COMMUNITY OUTREACH

Task 2.1 Conduct Three Community-Based Workshops

The City and the Consultant will plan and conduct at least three community-based workshops to share information about the proposed Plan and solicit input and feedback. The targeted audience will be residents, businesses, developers, stakeholders, etc. The meetings will take place in the community at locations and times that are convenient (including at least one meeting during an evening or weekend to accommodate those who work during the day). The City will provide Spanish language materials and interpreters, as needed, and will explore transportation assistance for those with limited mobility options. The Consultant will create interesting and easy-to-understand slides to share data, graphics, photographic representations of existing and planned conditions, etc. The meetings will include multiple methods to collect information including small-group charettes, sticker surveys, and participant evaluation forms that both rate the effectiveness of the meeting and also allow for additional open-ended feedback. Participant recruitment and marketing of the workshops will be multi-pronged using traditional methods

(posters, advertisements in local newspapers, etc.) as well as social media (the City and partners' Facebook, Twitter, websites, etc.). The City will utilize best practices and templates from recent community-based meetings conducted for the EDE, ECAP, and CAP community outreach.

Task 2.2 Conduct Five Pop-Up Outreach Events

The City and Consultant will plan and conduct at least five pop-up outreach events at existing highly-visible and popular events, festivals, and celebrations such Main Street Oceanside's regularly-scheduled Farmers Market and Sunset Market, Harbor Days, Dia de los Muertos at Mission San Luis Rey, and the Oceanside Turkey Trot. The outreach will consist of a booth where the Consultant and/or City staff share information, handouts, and provide the opportunity to provide written feedback, feedback via sticker surveys, and feedback via other methods that have been successful in the past. The Consultant and City will also conduct at least one Facebook Live event to share information and allow viewers to comment and provide feedback. The City will utilize best practices and templates from recent pop-up events conducted for the EDE, ECAP, and CAP community outreach.

Task 2.3 Online Surveys

The City and Consultant will design and administer an online survey using a service such as Survey Monkey. The City will host the survey on its website, and share a link to the survey as broadly as possible to encourage participation including promotion on the City's and partners' social media pages, etc. The survey will include both closed-ended and open-ended (i.e., qualitative) items. The City will utilize best practices and templates from recent online surveys conducted for the EDE, ECAP, and CAP community outreach.

Task 2.4 Stakeholder Interviews

The City and Consultant will conduct structured interviews with stakeholders either one-on-one or with a small group of less than three. The interviews will be conducted in-person and/or via telephone. The Consultant will develop and utilize a written interview protocol, and the interviews will be recorded with the participants' permission. Invitations to participate will be solicited from the partners named in this application (see the attached letters of support) as well as from other stakeholders who are identified during other outreach events described above. The City will utilize best practices and templates from stakeholder interviews conducted for the EDE, ECAP, and CAP community outreach.

- **Responsible Party: City and Consultant**

Task	Deliverable
2.1	<i>Agendas, participant lists, photographs, summaries of input and recommendations, copies of slides, copies of marketing and promotional materials</i>
2.2	<i>Pop-up plans/agendas, sign-in sheets, photographs, summaries of input and recommendations</i>
2.3	<i>Survey instrument and response analysis including response rate and quantitative and qualitative analyses</i>

2.4	<i>Interview instrument and response analysis including list of respondents and qualitative and quantitative analyses</i>
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3. DATA COLLECTION AND ANALYSIS

Task 3.1 Analyze Existing Data and Reports

The Consultant will begin the data collection and analysis phase with the review of existing materials including related community outreach activities (both methods and outcomes). These materials will include:

- The General Plan and materials developed thus far as part of the General Plan update including the draft EDE, ECAP, and CAP (including the findings and methods from all of the related and recent public outreach activities and events conducted from 2016-present).
- Local plans including: Coast Highway Vision and Strategic Plan, Downtown Master Plan, Oceanside Boulevard Master Plan, Bicycle and Pedestrian Master Plan, etc.
- Materials from Innovate 78 (a coalition of cities that are working to encourage business and commercial development on State Route 78 (the Plan's targeted corridor – Vista Way – is a frontage road for SR 78))
- SANDAG's *San Diego Forward: The Regional Plan and 2050 Regional Transportation Plan (RTP) and Sustainable Communities Strategy (SCS)*

Task 3.2 Infrastructure Analysis

The Consultant will conduct a thorough review and inventory of existing conditions in the targeted corridors and SGOAs including roadways, sidewalks, active transportation facilities and amenities, and stormwater systems, etc., and identify gaps. To the greatest extent possible, the Consultant will use descriptions and data from existing documents.

Task 3.3 Transportation and Mobility Analysis

The Consultant will analyze mobility in the targeted corridors and SGOAs including access (and barriers) to transit stations and bus stops, pedestrian and bicycle access to destinations within the target area, other transportation resources to be leveraged, etc. To the greatest extent possible, the Consultant will use descriptions and data from existing documents.

Task 3.4 Assessment of Existing Codes

The Consultant will review existing zoning and other development codes to determine how they promote or inhibit accomplishing the Plan's objectives in the targeted corridors and SGOAs. This will include a review of zoning ordinances, subdivision regulations, design review standards, historic preservation code and guidelines, landscape and tree protection regulations, and open space protection regulations. To the greatest extent possible, the Consultant will use descriptions and data from existing documents.

Task 3.5 Preliminary Land Use Assessment

The Consultant will review and assess current land uses in the target corridors and SGOAs to identify where land use changes would support the Plan's objectives. The Consultant will assess development potential; public improvement costs; related transportation, infrastructure and service demands; etc. To the greatest extent possible, the Consultant will use descriptions and data from existing documents.

Task 3.6 Analyze Economic and Demographic Trends

The Consultant will review and utilize data and information in the Economic Development Element, which is currently being updated and slated for completion in 2019. The document includes an assessment of current conditions and forecasts for population, demographics, employment, etc. The Consultant will also examine current public health data to assess the City's health indicators including rates of walking, biking, and other physical activity; and chronic disease such as obesity, diabetes, and heart disease. Health outcomes may be significantly improved with the implementation of the Plan's recommendations.

Task 3.7 Traffic and Safety Assessment

The Consultant will analyze traffic and circulation in the targeted corridors and SGOAs including 24-hour mid-block and intersection ADT counts, AM/PM peak hour turning movement counts, traffic forecasts, etc. The Consultant will also review motor vehicle, pedestrian, and bicycle collision data in the targeted corridors and SGOAs using city-level data and data available from the Transportation Injury Mapping System (TIMS) and the California Office of Traffic Safety. The analysis identify collision 'hot spots' for consideration in future development and planned improvements. To the greatest extent possible, the Consultant will use descriptions and data from existing documents including the current (but outdated) Circulation Element.

- **Responsible Party: Consultant**

Task	Deliverable
3.1	<i>List of reviewed documents</i>
3.2	<i>Summary report of findings and recommendations</i>
3.3	<i>Summary report of findings and recommendations</i>
3.4	<i>Summary report of findings and recommendations</i>
3.5	<i>Summary report of findings and recommendations</i>
3.6	<i>Summary report of findings and recommendations</i>
3.7	<i>Summary report of findings and recommendations</i>

4. DEVELOP DRAFT AND FINAL SMART AND SUSTAINABLE CORRIDORS PLAN

Task 4.1 Develop Draft Plan

The Consultant will develop the draft Smart and Sustainable Corridors Plan. The following sample 'Table of Contents' will be used as a starting point, and will be revised as needed based on findings from the community data collection and analysis, community and stakeholder input and feedback, and the Consultant's best practices.

1. Introduction
 - 1.1 Overview and Purpose of the Plan
 - 1.2 Need for the Plan
 - 1.3 Description of the Targeted Corridors and SGOAs
 - 1.4 Vision for the Target Areas
 - 1.3 Summary Description of the Planning Project and Community/Stakeholder Process

2. Assessment and Analysis (including maps and photos showing existing conditions)
 - 2.1 Findings from the Consultant’s Assessments and Analyses
 - 2.2 Findings from the Community and Stakeholder Outreach

3. Recommendations
 - 3.1 Coast Highway Corridor and SGOA
 - 3.2 Mission Avenue Corridor and SGOA
 - 3.2 Oceanside Boulevard Corridor and SGOAs
 - 3.4 Vista Way Corridor

4. Implementation Plan and Potential Funding Sources (the implementation component will focus on the integration of key policies and strategies into the Land Use and Housing Elements).

The draft Plan will be reviewed by City staff and selected stakeholders, and will also be provided to Caltrans for review.

Task 4.2 Develop Final Plan

The Consultant will incorporate feedback received from the reviewers and will develop the final Plan for final review and input from City staff, selected stakeholders, and Caltrans. The City will provide the final report to Caltrans according to the instructions in the grant agreement as to number and type of copies. Caltrans will be credited in all materials created during the course of the project.

Task 4.3 Present Final Plan to City Council

City staff will present the final Smart and Sustainable Corridors Plan to the City Council, and will resolve issues raised, if any. The signed Resolution will be incorporated into the final document as an Appendix.

- **Responsible Party: City and Consultant**

Task	Deliverable
4.1	<i>Draft City of Oceanside - Smart and Sustainable Corridors Plan and copies of feedback and/or edits received from reviewers</i>
4.2	<i>Final City of Oceanside - Smart and Sustainable Corridors Plan that includes a multi-pronged implementation strategy for recommended initiatives, as well as specific action items for short and long-term physical enhancements</i>
4.3	<i>Staff report and signed resolution</i>

California Department of Transportation
 Transportation Planning Grants
 Fiscal Year 2019-20

PROJECT TIMELINE

Task Number	Project Title	City of Oceanside - Smart and Sustainable Corridors Plan		Grantee		City of Oceanside																
		Fiscal Year 2019/20	Fiscal Year 2020/21	Fiscal Year 2021/22	Fiscal Year 2022/23	Fiscal Year 2023/24	Fiscal Year 2024/25	Fiscal Year 2025/26	Fiscal Year 2026/27	Fiscal Year 2027/28	Fiscal Year 2028/29	Fiscal Year 2029/30	Fiscal Year 2030/31	Fiscal Year 2031/32	Fiscal Year 2032/33							
		Local In-Kind Match	Local Cash Match	Grant Amount	Responsible Party	Total Cost	Local In-Kind Match	Local Cash Match	Grant Amount	Responsible Party	Total Cost	Local In-Kind Match	Local Cash Match	Grant Amount	Responsible Party	Total Cost	Local In-Kind Match	Local Cash Match	Grant Amount	Responsible Party	Total Cost	Deliverable
1 Project Administration																						
1.1	Grant Kick-off Meeting with Caltrans	City	\$500	\$443	City	\$500																Agenda, participant list, meeting minutes, RFQ, list and ranking of applicants, selected Consultant's proposal and contract
1.2	Consultant Procurement	City	\$4,000	\$3,541	City & Consultant	\$4,000																Agenda, participant list, meeting minutes, Monthly agendas, participant list, meeting notes including action items
1.3	Kick-off Meeting with Project Partners	City & Consultant	\$500	\$443	City & Consultant	\$500																Invoice packages
1.4	Project Monitoring	City	\$7,000	\$6,197	City	\$7,000																Quarterly reports
1.5	Investing	City	\$3,500	\$3,089	City	\$3,500																Agenda, participant list, photographs, summaries of input and recommendations, copies of slides, copies of marketing and promotional materials
1.6	Quarterly Reporting to Caltrans	City	\$3,500	\$3,089	City	\$3,500																Pop-up plans/agendas, sign-in sheets, photographs, summaries of input and recommendations
2 Stakeholder and Community Outreach																						
2.1	3 Community-Based Workshops	City & Consultant	\$19,000	\$16,935	City & Consultant	\$19,000																Survey instrument and response analysis including response rate and quantitative and qualitative analyses
2.2	5 Pop-Up Outreach Events	City & Consultant	\$39,000	\$34,559	City & Consultant	\$39,000																Workshop instrument and response analysis including list of respondents and quantitative and qualitative analyses
2.3	Online Surveys	City & Consultant	\$3,000	\$2,656	City & Consultant	\$3,000																List of reviewed documents
2.4	Stakeholder Interviews	City & Consultant	\$10,000	\$8,853	City & Consultant	\$10,000																Summary report of findings and recommendations
3 Data Collection and Analysis																						
3.1	Analyze Existing Data and Reports	Consultant	\$8,000	\$7,082	Consultant	\$8,000																Summary report of findings and recommendations
3.2	Infrastructure Analysis	Consultant	\$49,000	\$43,412	Consultant	\$49,000																Summary report of findings and recommendations
3.3	Transportation and Mobility Analysis	Consultant	\$59,000	\$44,265	Consultant	\$59,000																Summary report of findings and recommendations
3.4	Assessment of Existing Codes	Consultant	\$19,000	\$16,853	Consultant	\$19,000																Summary report of findings and recommendations
3.5	Preliminary Land Use Assessment	Consultant	\$19,000	\$16,853	Consultant	\$19,000																Summary report of findings and recommendations
3.6	Analyze Econ/Demog Trends	Consultant	\$7,000	\$6,197	Consultant	\$7,000																Summary report of findings and recommendations
3.7	Traffic and Safety Assessment	Consultant	\$29,000	\$17,798	Consultant	\$29,000																Summary report of findings and recommendations
4 Develop Draft and Final Smart and Sustainable Corridors Plan																						
4.1	Develop Draft Plan	Consultant	\$150,000	\$132,795	Consultant	\$150,000																Draft City of Oceanside - Smart and Sustainable Corridors Plan and copies of feedback and/or edits received from reviewers
4.2	Develop Final Plan	Consultant	\$70,000	\$61,971	Consultant	\$70,000																Final City of Oceanside - Smart and Sustainable Corridors Plan that includes a staff report and signed resolution
4.3	Present Final Plan to City Council	City & Consultant	\$5,000	\$4,426.50	City & Consultant	\$5,000																Staff report and signed resolution
TOTALS			\$450,000	\$398,380		\$450,000																
					check	\$450,000																

Reimbursement of indirect costs is allowable upon approval of an Indirect Cost Allocation Plan for each year of project activities. Provide rate if indirect costs are included in the project budget. Approved Indirect Cost Rate: _____% **INDIRECT COSTS ARE NOT INCLUDED**

Note: Each task must contain a grant amount and a local cash match amount. Local cash match must be proportionally distributed by the same percentage throughout each task. Local in-kind match needs to be indicated where in-kind services will be used. Please review the grant program section that you are applying to for details on local match requirements. The project timeline must be consistent with the scope of work.