

ISLA VISTA COMMUNITY SERVICES DISTRICT DISTRICT

Isla Vista Community Mobility Plan Request for Proposals

Project Name: Isla Vista Community Mobility Plan, Sustainable Transportation Equity Program Grant

Solicitation Issuance Date: Wednesday, August 25, 2021

Project Description: Consultant services for the development of an Isla Vista Community Mobility Plan

Project Period: October 2021 - June 2023 (Approximate).

Project Location: Isla Vista, CA

Requests & Clarifications Deadline: Monday, September 13, 2021, at 10:00 AM (PDT)

Submittal Due Date/Time: Monday, September 27, 2021, at 10:00 AM (PDT)

Submittal Location: Electronic submittals via email to generalmanager@islavistacsd.ca.gov

Submittal Contents: *See below*

Contract Award Date: Tuesday, October 12, 2021 (projected)

Solicitation Contact: Jonathan Abboud, General Manager, (310) 734-9791, generalmanager@islavistacsd.ca.gov

Type of Contract: Firm, fixed fee compensated per task completion as identified in the *Scope of Services*

Other Requirements: Subject to California Air Resources Board Provisions

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1. INTRODUCTION

The Isla Vista Community Services District (IVCSD) is issuing this Request for Proposals (RFP) to engage with a qualified consultant to provide for the development of a Isla Vista Community Mobility Plan that will be based upon existing conditions and extensive community engagement to assess needs. The expected deliverables are tied to each task described within the *Scope of Services*.

IVCSD is a special district created under Sections 61250, et seq. of the California Government Code, and serves the unincorporated community of Isla Vista with the following service areas: community facilities and programs, public safety services, a rental housing mediation program, a community beautification program, a compost collection service, parking, area planning, and more.

The Isla Vista Community Services District (IVCSD) was formed in early 2017 after decades of struggles for self-governance by the residents of this unincorporated community. Our board is composed of 5 local elected officials and 2 members each appointed by the County of Santa Barbara and University of California. We have a small staff of a General Manager, Assistant General Manager, Community Engagement Director, and interns; along with many contractors and community partners.

Our Vision

A voice for Isla Vista, by Isla Vista, building the community we deserve.

Our Mission

The IVCSD aims to improve the resources available to the community, ensure a high quality of life and level of public safety, and provide a local voice to the people of Isla Vista. The District will work to prioritize community engagement as it delivers localized public services and maximizes the resources available to the community.

Our Values

- Community engagement and transparent decision making
- Efficient and innovative use of public tax dollars
- Pursuit of ambitious change for our community
- Social justice centered while putting people first
- Constituent service and education
- Safety, wellbeing, and enjoyment for all in Isla Vista
- Celebrating diverse perspectives and ideas

Consultants interested in submitting a proposal (Offeror or Bidder) should be certain to read all documents in this RFP in order to prepare proposals correctly and be fully aware of the contractual terms and conditions. Failure of an Offeror to follow instructions may result in rejection or disqualification of its proposal, and lack of knowledge of the contract terms shall not excuse it from its obligations.

2. PRE-SUBMITTAL ACTIVITIES

2.1. COMMUNICATIONS, REQUESTS & CLARIFICATIONS

All communications concerning this solicitation and the project shall be directed to the purchasing agent via email to generalmanager@islavistacsd.ca.gov. Unless authorized by the purchasing agent, all Offerors and their representatives shall not communicate or make contact with other IVCS D employees, directors, or consultants in regard to any aspect of this solicitation.

IVCS D shall only accept questions and consider requests for clarifications or changes by emailing generalmanager@islavistacsd.ca.gov until 13, September, 2021, at 10:00 AM (PDT). A request for clarification or change may be requested to any aspect or requirement of the RFP or any addenda thereto. IVCS D's responses will be provided through written addenda.

2.2. RFP MODIFICATIONS & ADDENDA

IVCS D reserves the right to amend this RFP through written addenda. Other than through written addenda, no other form of communication with any officer, employee, or agent of IVCS D shall be binding upon IVCS D. All addenda will be considered part of the RFP and thereby may be incorporated into the *Professional Services Agreement*. Failure of a prospective supplier to receive any addendum shall not relieve it from any obligation under the RFP as clarified or modified. Any addendum will be sent via email to all parties known to have received the solicitation and concurrently posted to IVCS D's website at <https://islavistacsd.ca.gov/notices>.

3. PROPOSAL PREPARATION & SUBMITTAL

3.1. OFFEROR-PREPARED DOCUMENTS

The proposal to be provided is composed of two types of information: Offeror-prepared documents and Offeror-completed forms provided by IVCSA. Failure to provide all required information in the proposal, including fully and accurately completed forms, may result in the rejection or disqualification of the proposal.

Offeror-prepared documents will be evaluated as part of the proposal to determine whether an Offeror is responsible. The technical information provided should establish the ability of the Offeror to satisfactorily perform the required work. Offeror-prepared documents to be included with each submittal are listed below.

Letter of Transmittal—Letter shall be signed by an officer authorized to bind the proposal contractually and shall address the following.

- Offeror's interest and willingness to enter into a contract with IVCSA to carry out the project as described in the attached *Scope of Services*.
- Offeror's willingness to accept the contract terms and conditions included in the attached *Professional Services Agreement* and the *California Air Resources Board (CARB) Contract Provisions*. The successful Offeror will be required to comply with all terms and conditions prescribed for third party contracts by the California Air Resources Board.
- Offeror's ability and willingness to obtain insurance meeting the requirements indicated in section 9 of the attached *Professional Services Agreement*. An insurance certificate meeting the requirements will be required prior to execution of the contract.
- An indication that the Offeror is a recognized professional consultant experience providing transportation planning services and public outreach coordination to local agencies or special districts.
- Letter may also include a brief introductory statement describing the Offeror's basic understanding of the project, and overview of its qualifications and/or an expression of interest in accomplishing IVCSA's goals.

Description of the Firm—Proposal shall include a description of the Offeror, including its line(s) of business, size, location(s), relevant credentials, licenses, or certifications, and the number of years providing similar services particularly to special districts or other local government agencies of similar size and scope of IVCSA. The location where office work for IVCSA's project is to be accomplished should be identified. Please limit the narrative to a maximum of one page.

Prior Experience with Similar Projects—Proposal shall include descriptions of three similar projects carried out by the Offeror. Specific details should be cited as to the approach or methodology, as well an explanation of ability to meet the project plan

milestones. Each project described should identify the key staff of the Offeror, the contact at the agency/organization, and the service dates. Specific details to successful community outreach strategies should be presented. IVCSDis interested in engaging with a consultant that demonstrates innovation and/or has proven processes for facilitating community engagement during the COVID-19 pandemic. Offeror's referenced projects shall also be listed as a reference on the attached IVCSDis forms. Please limit the narrative to a maximum of two pages.

Work Sample: In a separate attachment in the delivery of the Proposal, Offeror shall include one sample plan, or associated task work, similar to that described in the *Scope of Services*. If Offeror worked with another firm, provide a description of Offeror's role in the project.

Key Personnel Résumés – Proposal shall include résumés of key consulting personnel with an emphasis on professional experience with California special district and public transit agency planning. The Offeror's proposed project manager (primary IVCSDis contact) must be identified with a résumé that reflects educational background, training, and qualifications—reflecting at a minimum the last three consecutive years of experience with transportation consulting/planning. An introduction by name and background of the principal owners, partners, or officers shall be included by résumé or description of their experience. Please limit each résumé to two pages, and any narrative to a maximum of one page.

Management Plan: An organizational chart should reflect the proposed team - the individuals, including any other party or subcontractor, who may have a significant role in the delivery of the project. The staff proposed to perform the *Scope of Services* should be identified as well as a brief description of how the team will interact to accomplish the project goals. The proposed team must demonstrate planning experience and exemplary project management that includes coordinating with both subcontractors and stakeholders. Experience with Agile/SCRUM project management, if available, should be described in detail. Please limit the team chart and narrative to one page each.

Subcontractors: If subconsultants or subcontractors are to be used the Offeror must include in the proposal a description of the qualifications and the work to be done by each subcontractor. The subcontractor's full business name and key contact information should be included. Please limit each subcontractor description to one page each.

Work Plan – Offeror shall provide a narrative that addresses the *Scope of Services* requirements and shows the Offeror’s understanding of IVCS D’s needs and requirements. At a minimum, the Work Plan shall:

- Describe the approach or process to execute the project, including the existing conditions report, community needs assessment, draft community mobility plan, and final community mobility plan. Consultant will propose what data they would gather/analyze for existing conditions and types/formats for a needs assessment.
- Outline sequentially the activities that would be undertaken in completing the work (preferably through a SCRUM/Kanban Board)
- Outline planned participation in the community outreach methods to achieve maximum awareness and participation in the Isla Vista Community Mobility Plan.

3.2. IVCS D FORMS

The IVCS D Forms that are completed and returned with each proposal are listed below.

Price Proposal — Price proposals shall be provided on the fully completed and signed *Price Proposal* form included in this RFP package showing a fee for the completion of each “task” as described in the *Scope of Services*. The *Price Proposal* form shall also accurately calculate the total compensation for carrying out the entire project under the terms of the Agreement. Failure to include a completed and signed *Price Proposal* form with fee breakdown per task will render a proposal non-responsive and it will be rejected.

Acknowledgement of Addenda — Offeror shall acknowledge either receipt of each Addendum or that there were no addenda by including in its proposal the fully completed and signed *Acknowledgement of Addenda* form.

Bidder Information — Proposals shall include the fully completed *Bidder Information* form included in this RFP.

Credit and Work References – Proposal shall include the *Credit and Work References* form with a minimum of three work references that are California public agencies that consultant and/or planning services were provided to within the last five years. Include on the form the same parties as those in the *Prior Experience with Similar Projects* element of your proposal.

Non-Collusion Declaration and Compensation Certification—Submittal shall include the fully completed and signed *Non-Collusion Declaration and Compensation Certification* form. The declaration and certification are required based on the usage of California state funding for the project.

3.3. ELECTRONIC SUBMITTAL

One electronic submittal of the offer in .PDF format shall be emailed to generalmanager@islavistacsd.ca.gov with the email subject line stating "RFP– Isla Vista Community Mobility Plan". Proposals will be accepted by IVCS D via email only until Monday, September 27, 2021, at 10:00 AM (PDT).

It is advisable to submit the proposal in advance of the deadline to allow for the resolution of any email delivery problems. If the file size of the email exceeds server requirements, the email submission may be broken into smaller emails. Unless determined solely by IVCS D that a proposal was late due to the fault of IVCS D, submittals received after such time cannot be considered by IVCS D.

3.4. WITHDRAWAL OF PROPOSAL

An Offeror may withdraw their proposal any time prior to the submittal deadline by sending an email request from the Offeror’s authorized representative. Any such withdrawal does not prejudice the right to resubmit a proposal by the submittal deadline.

3.5. PROPOSAL SUBMITTAL STIPULATIONS

Proposals received by IVCS D become the property of IVCS D. Proposals submitted will remain valid for ninety (90) calendar days following the proposal due date. IVCS D will not pay any cost incurred by the Offeror resulting from the preparation or delivery of its offer. IVCS D reserves the sole right to review, accept or reject proposals; or to cancel this solicitation in whole or in part if it is in IVCS D’s best interest to do so.

4. EVALUATION

4.1. PROPOSAL DEFECTS OR COLLUSION

IVCS D may reject any proposal that includes unacceptable deviations or is not prepared in accordance with the instructions and requirements of this solicitation.

IVCSD reserves the right to waive any defects, or minor informalities or irregularities in any proposal which do not materially affect the proposal or prejudice other Offerors.

If there is any evidence indicating that two or more Offerors are in collusion to restrict competition or otherwise engaged in anti-competitive practices, the proposals of all such Offerors shall be rejected and such evidence may be a cause for disqualification of the participants in any future IVCSD solicitations.

4.2. RESPONSIVENESS

IVCSD shall examine all proposals for completeness and responsiveness to the provisions of this RFP. IVCSD may request additional or clarifying information from an Offeror. Proposals that do not contain all required materials, information or forms, or where such materials, information or forms are substantially incomplete, may be considered non-responsive and rejected by IVCSD.

4.3. EVALUATION COMMITTEE

Responsive proposals from Offerors shall be subject to review by an Evaluation Committee. The purpose of the Evaluation Committee is to establish the firm that the committee believes will provide IVCSD with the best "value." Value for this RFP is determined by the following criteria:

Category	Qualifications Evaluated	Scoring Criteria
Experience & Community Knowledge	Experience working with/within Isla Vista, or nearby communities. Experience and professional qualifications in performing work comparable to the work described in the Scope of Services, specifically equity and environmental justice; capacity to accomplish projects in the required time; experience working with transit or other public agencies; strength and stability of the firm, including consultant team.	15
Organization of Proposal	Proposal is well-organized, easy to understand, and indicative of	5

	the final product's quality.	
Work Plan / Scope of Services	Work plan is clear and realistic. Scope of services meets all grant requirements. Proposes comprehensive information to collect and analyze. Proven ability and commitment to provide sufficient detail to demonstrate the Offerors' understanding of the work; provides a clear and logical outline of work to be performed and a focus on IVCSA's desired outcomes; and schedule indicating firm's commitment to completing the project in an efficient and timely manner.	25
Staff/Firm Qualifications and Approach	Qualifications and previous experience of personnel; key personnel's level of involvement in performing related work cited in the Scope of Services. Experiences include successful outreach conducted during the COVID-19 pandemic, taking the digital divide into account.	10
Interview Presentation	Clear and engaging while presenting complex information with a friendly demeanor.	5
Interview Q&A	Addresses questions/concerns of the interview team.	5
References	Quality of work, timeliness, customer service	10
Price Proposal	Those that submit budgets that meet the fixed amount available will receive full points.	25

The Evaluation Committee will evaluate and rank proposals to determine the most qualified Offeror(s). Based upon the initial ranking, IVCSA's staff may either (1) determine "responsibility" (as described below) and transmit to the General Manager and/or IVCSA Board of Directors a recommendation of contract award to the highest

ranked and responsible Offeror; or (2) recommend establishment of a competitive range. The competitive range may include all or a portion of the Offerors.

4.4. RESPONSIBILITY

When IVCS D determines the highest ranked Offeror or Offerors within the competitive range, IVCS D shall make an assessment of the Offeror's "responsibility." For purposes of this RFP, responsibility is defined as satisfactory performance in previous contracts and having the financial capacity to undertake the project. Such process will use the reference information provided in the proposal and may involve requesting additional or clarifying information from an Offeror. Proposals from any Offeror not found to be responsible shall be rejected by IVCS D.

4.5. INTERVIEWS

As part of the evaluation process, IVCS D may conduct interviews with the highest ranked Offeror or Offerors the Evaluation Committee deems to be in competitive range. Such interviews are for information gathering and clarification for the Evaluation Committee. IVCS D may conduct interviews in person or by utilizing teleconferencing and electronic means. IVCS D reserves the right to award a contract without interviews and/or negotiations if deemed unnecessary to determine the most qualified, responsible Offeror with a fair and reasonable price proposal.

4.6. BEST AND FINAL OFFER (BAFO)

IVCS D may require Offerors in the competitive range to submit BAFOs, which include any modifications to the statements of qualifications, and written responses to any issues, concerns, and questions that were raised during the interviews and/or IVCS D's written request for BAFOs. IVCS D reserves the right to require a second round of BAFOs after the initial round has concluded.

4.7. FINAL EVALUATION

If IVCS D chooses to conduct interviews and/or request BAFO submittals, the Evaluation Committee will conduct a final round of scoring that takes into consideration information collected from interviews and/or BAFOs. Based upon the final scores, IVCS D staff will determine the highest ranked Offeror and report to the General Manager.

5. CONTRACT AWARD

5.1. AWARD PROCESS

Upon determination of the most qualified, responsible Offeror with a fair and reasonable price proposal satisfactorily providing all required items, staff will prepare a recommendation for contract award to be considered by IVCSA's General Manager and/or the IVCSA Board of Directors.

Upon approval, IVCSA will issue such a successful Offeror a "Notification of Contingent Award." Such notification is a declaration from IVCSA of its intent to award a project contract once all the required documents are received. The anticipated date of such approval is Tuesday, October 12, 2021.

5.2. CONTRACT EXECUTION

The contract will be executed upon receipt of certificates of insurance. IVCSA must receive such documents within ten (10) calendar days after written "Notification of Contingent Award." The successful Offeror shall have its insurance broker/agent provide IVCSA with certificates of insurance as at the time of contract IVCSA will not accept such documents from the Offeror or any agent of the Offeror other than a licensed insurance professional.

The contract shall be composed of the *Professional Services Agreement, Scope of Services*, and relevant portions of the Offeror's proposal. In all cases, the most recent versions of the documents, taking into account any addenda thereto, shall be used in the final and binding agreement. A "Notice to Proceed" will be issued once the contract is signed by both parties.

Attachment 1: IVCS D Forms

ISLA VISTA COMMUNITY SERVICES DISTRICT DISTRICT

Isla Vista Community Mobility Plan Request for Proposals

NONCOLLUSION DECLARATION

The undersigned declares: I am the _____ (title) of _____, (business name of bidder) the party making the included bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, at _____, _____.

(date) (city) (state)

Authorized Official Signature

Authorized Official Name (printed)

COMPENSATION CERTIFICATION

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Authorized Official Signature

Authorized Official Name

Date of Signature Authorized Official Title

[IVCSD Bidder Information & Credit/Work References Form](#) - Please fill out the google form.

ISLA VISTA COMMUNITY SERVICES DISTRICT DISTRICT

Isla Vista Community Mobility Plan Request for Proposals

PRICE PROPOSAL

Provide a firm, fixed price contract for an Isla Vista Community Mobility Plan as described herein *Scope of Services*.

Task 3 Community Existing Conditions Report	\$
Task 3 Community Needs Assessment Report	\$
Task 4 Participation in Community Engagement	\$
Task 6 Draft Community Mobility Plan	\$
Task 7 Final Community Mobility Plan	\$
Total	

The Bidder hereby represents and warrants that:

1. It has sufficiently informed itself in all matters affecting the performance of the work, or the furnishing of the labor, services, software, supplies, material, or equipment called for in carrying out the project.
2. It has reviewed the contract documents including the *MTD Master Agreement*, the *Federal Transit Administration Contract Provisions*, and the *Scope of Services*, and agrees to the terms and conditions thereof.
3. Its bid has been thoroughly checked for errors and omissions and the costs, prices, hours, rates, and any other constituents of this Price Proposal are a complete and correct statement of its price for performing all project work required by the contract documents.
4. Its bid is genuine, not sham or collusive, nor made in the interest of any person not herein named; that it has not in any illegal manner sought to secure for itself any advantage over any other bidder.
5. Its bid, including the complete Proposal, is valid for 90 days following the bid due date and time.

Authorized Official Signature

Authorized Official Name

Date of Signature

Authorized Official Title

Business Name of Bidder

Attachment 2: Scope of Services

Community Introduction

Isla Vista is a place like no other. An unincorporated area of Santa Barbara County, Isla Vista proper is roughly 340 acres surrounded by the Pacific Ocean on one side and the University of California, Santa Barbara campus on the other three. The complicated geography and STEP Community boundaries of the area are described further below. Out of a population of 15,000-18,500, 86% are 18-24 years old and 97% are renters. The college-student aged population is made up of at least 9,000 UCSB students and 3,000 SBCC students alongside low-income Latinx families. An additional 8-10,000 people live immediately adjacent on the UC Santa Barbara campus, the vast majority again being 18-24 year old undergraduate students, but also including older graduate students, faculty, and staff along with their families. This population size and geography make Isla Vista the most dense area west of the Mississippi in the United States.

15% or 800 of Isla Vista's households are home to families, made up of 2,800 people, half of whom have children in the home. The other 85% of households are non-family households. The average household size in Isla Vista is 3.2 individuals.

Isla Vista is also a poverty center in Santa Barbara County with 68% of residents making less than \$35,000 per year, including 45% of the family population households. The majority of people living in the project area are working low-wage jobs, so many in fact that the percentage of people earning more than 200% the federal poverty level is only 10.97% of the total population. The result of this shows in overcrowded housing, whereas 16.49% of individuals are living in shared rooms. Of the many low-income members of the community, 40.67% are spending more than half of their income on housing costs. There are only 150 affordable housing units located in Isla Vista.

White residents make up a plurality of the Isla Vista population with 48%, followed in size by people of Hispanic/Latino origin with 24%, Asian with 20%, people of two or more races 4%, and Black/African-American making up 3%. While the majority of Isla Vista residents only speak English in the home (68%), 16% of residents speak Spanish in the home, and 14% speak an Asian language (primarily Mandarin) in the home. 18 percent of residents are foreign born.

When it comes to transportation mode share, 33% of Isla Vista residents drive alone to work, 28% bike to work, 20% walk to work, 7% take a bus to work, 5% carpool to work. The popularity of biking has long been embedded in the culture of Isla Vista and UCSB. With nice weather mostly year-round, using a bike to get around Isla Vista and to campus makes sense. Isla Vista and UCSB are home to around 20,000 bicycles. While the campus boasts lots of bike parking, there is a dearth of secure bike parking, especially in Isla Vista around residences. Rampant bike theft has long plagued the community, and in 2019 alone, 303 bikes were reported stolen in the STEP Community. Naturally, the number of stolen bikes reported is a

small fraction of those that were actually stolen. Most people do not even bother reporting as the likelihood of returned stolen property is extremely low.

While 14% of Isla Vista is made up of car-free households, and 41% are one car households, Isla Vista residents own significantly more vehicles per housing unit than renters in the surrounding communities. This higher rate of vehicle ownership per unit is a reflection of the higher number of people living in each unit. Because off-street parking spaces are provided on a per unit basis, more people (and cars) residing per unit leads to the extremely constrained parking environment in Isla Vista. Students who live in UCSB-owned housing are often restricted from owning cars and parking them in campus housing lots, but many students own cars and park them on the streets of Isla Vista.

The 2010 census showed that for every 100 females living in Isla Vista, there were 97.1 males. While the community age demographics skew extremely young, there is an assisted living senior facility, Friendship Manor located in Isla Vista. 5 percent of Isla Vistans live with a disability. 98% of the population has a computer in the home.

The 2020 Annual Point-in-Time Count of people experiencing homeless identified 69 total individuals in Isla Vista. 21 of those individuals were unsheltered, and 48 were living in vehicles. The total number in 2020 was over a 100% increase from 2019, when 33 individuals were identified as experiencing homelessness in Isla Vista.

Geography and Boundaries

Isla Vista has many different definitions of its boundaries and no dedicated zip code, making exact demographic data difficult to compile. The largest boundary of Isla Vista is the Isla Vista Census Designated Place (CDP) which includes all of the UC Santa Barbara property and housing along with what is known as the "IV Box" or Isla Vista proper. It is referred to as a box as the area is a nearly perfect rectangle due to the street grid layout of the community. The boundaries of the "IV Box" are university property on three sides and the Pacific Ocean on the fourth. The UCSB portion of the CDP includes 8,000-10,000 residents making the CDP's population at least 23,000 over 1,100 acres. The IV Box matches the boundaries of the Isla Vista Community Services District except for 4 parcels within it owned by UCSB (due to the chartering legislation). The area north of the Isla Vista CDP is the City of Goleta, except for a small portion that contains the Santa Barbara Airport, contained within the City of Santa Barbara's jurisdictional boundaries.

The STEP Community contains the "IV Box", UCSB-owned housing located off the main campus, and student housing located on the UCSB main campus. The census data available is based on the Isla Vista CDP, which is slightly larger in area than the STEP Community, but contains roughly the same residents. Residents in these areas use the same community-defined transportation system. These areas make up a community of people who work, eat, study, and socialize in Isla Vista, and can be defined as a community of interest.

Three census tracts in the STEP Community are defined as low-income communities per AB 1550, and make up more than 50% of the total area of the STEP Community.

Land uses in the IV Box service area are predominantly multifamily residential properties and student dormitories, with less than 1 percent of total units consisting of single-family homes. Commercial uses include small-scale retail, restaurants, liquor stores, and a small amount of office space. Isla Vista also includes several nonprofit service providers including the Isla Vista Neighborhood Clinic, Isla Vista Youth Projects, the St. George Teen Center, and religious institutions. The IV Box and UCSB service area includes UCSB's main campus on the east, student housing to the north, and west campus (including faculty housing and the Coal Oil Point Reserve) to the west.

The neighboring City of Goleta is home to several key destinations and job centers. Immediately adjacent to the northwest boundary of the STEP Community, Goleta is home to Camino Real Marketplace and other shopping centers--a massive commercial development containing restaurants, services, and big box stores like Costco, Target, and Albertsons. This is a key destination for Isla Vista residents for both employment and for getting basic needs met. Goleta is also home to many people who work and/or attend school at UCSB, causing a significant inflow of traffic to the Isla Vista community at peak times. Transportation to and from this neighboring area is a vital piece of the puzzle that is Isla Vista mobility. A large number of jobs, nearly all night life, and social/governmental services are also in the downtown area of the City of Santa Barbara, approximately 12 miles away from Isla Vista. Santa Barbara and Goleta both use the same community-defined transportation system.

The main key destinations that Isla Vistans travel to outside of Isla Vista are the UCSB campus, the Santa Barbara City College campus, jobs and commercial centers in Goleta, and jobs, retail, and entertainment in the City of Santa Barbara. Santa Barbara MTD buses serve all of these areas, and are a common mode for reaching these destinations from Isla Vista. Several factors play into whether or not residents travel by personal car or by a sustainable mode. Distance of the key destination from Isla Vista, availability of parking at the destination, whether or not there is a need to bring back items like groceries or other parcels all weigh into the decision on which travel mode to use.

Project Overview & Primary Objectives

We envision an equitable Isla Vista where residents of all ages and abilities are able to move through, to, and from the community safely, using a wide range of accessible and affordable clean mobility options. All of these options should be reliable, efficient, and provide easy access to work, school, and other key destinations in and around Isla Vista.

As a densely populated, unincorporated low-income community, Isla Vista lacks an overarching plan to ensure transportation equity. The development of an Isla Vista Community Mobility Plan is vital to realizing the community vision. While bus service is fairly robust and

bicycle mode share is high, these and other mobility options are not evenly accessible to all residents. Services often prioritize the needs of UC Santa Barbara and Santa Barbara City College students, and leave other residents like low-income Latinx families, K-12 aged youth, seniors and residents with disabilities to cobble together less than ideal transportation scenarios. This means the burden of car ownership and parking, incomplete sidewalk networks with spotty lighting, and unsafe conditions for bicycle riding and bicycle storage.

Gaps in Isla Vista's sidewalk network limit safe and easy paths of travel for residents of all ages and abilities. Isla Vista is home to 24 parks, an elementary school, and other key destinations that often require pedestrians to walk or roll in the roadway at some point along their journey. The lack of secure bicycle parking on public and private property results in a high rate of bicycle theft, often leaving residents unexpectedly stranded. We envision an Isla Vista with a complete sidewalk network, the ability to safely own and maintain a bicycle or skateboard, and the ability to easily rent an affordable shared bike, scooter, or other micromobility device.

Bus service along the main corridor of El Colegio Road serving Isla Vista is robust and moves millions of riders annually, but the buses are subject to traffic congestion and are often delayed while waiting to pull out of bus stops. Our vision imagines an Isla Vista where the right-of-way prioritizes moving more people over moving more cars.

There is a perception among many residents that personal car ownership is a necessity to ensure reliable transportation to work or to access key resources such as grocery stores , resulting in parking congestion throughout the community. Our vision imagines an Isla Vista where other mobility options, such as affordable EV car share programs, are so convenient and flexible that owning a car is not a necessity.

The Isla Vista Community Mobility Plan will allow frontline communities in Isla Vista to play a central role in identifying the most desirable clean transportation solutions that can meet their mobility needs and that are aligned with the character of their community. We understand that there is an opportunity and obligation to advance truly equitable transportation solutions with Isla Vista residents. Clean transportation equity will be critical to address fundamental social inequities and to build a more resilient community. The COVID-19 pandemic has made the realities of inequity painfully clear.

With STEP Planning and Capacity Building Grant funds, the Isla Vista community will have the capacity to conduct a comprehensive assessment of the transportation needs and desires of residents through robust community outreach, nimble pilot projects, and project prioritization. A well-crafted Isla Vista Community Mobility Plan will lay the important groundwork to realize this community vision.

Period of Performance

October 2021 - June 2023 (with possible extension to December 2023)

Project Deliverables

Task 3: Community Transportation Needs Assessment (Responsibility: Consultant)

- 2.1. Prepare a scope of work and issue a request for proposals for the services of a project consultant. A consultant will be selected with a panel of IVCS and community stakeholders. This needs assessment and existing conditions report will inform the recommendations of the Mobility Plan and also be included in the document. **(Main Responsibility: IVCS)**

- 2.2. The Consultant will produce an existing conditions report and needs assessment via research, survey responses, and key stakeholder interviews. Consultant will propose what data they would gather/analyze for existing conditions and types/formats for a needs assessment. **(Main Responsibility: Consultant)**
 - 2.2.1. Conduct research on the existing transportation system (bus ridership and routes, bike counts, traffic counts, etc.)
 - 2.2.2. Conduct a baseline community transportation needs survey assessing the current conditions, needs, and desires of community residents.
 - 2.2.3. Conduct a series of stakeholder interviews to capture perspectives and needs of vulnerable populations.

- 2.3. Manage the Consultant, overall project schedule and budget, and community engagement. Provide updates to CARB in Status Reports. **(Main Responsibility: IVCS)**

Task 6: Draft Mobility Plan & Public Comment (Main Responsibility: IVCS)

- 5.1. Prepare an initial draft plan. The content of the Mobility Plan is provided for illustrative purposes and is subject to change, sections may include vision, purpose, background, policy recommendations, identification of modes/routes/fee structures/payments, ranking of modes, maps, and visuals.

- 5.2. Applicant Team and Project Steering Committee will review initial draft plan.

- 5.3. Present the public draft plan to the PSC, community stakeholders and general public at Public Workshop #3.

Task 7: Mobility Plan Adoption (Main Responsibility: IVCSO)

- 7.1. Review comments received during presentations, workshop and public comment period.
- 7.2. Present the final draft plan to the County of Santa Barbara Planning Commission, District 3 Supervisor's Office, and SBMTD Board of Directors.
- 7.3. Present the final draft plan to the IVCSO Board of Directors for study session.
- 7.4. Present the final draft plan to the IVCSO Board of Directors for final adoption.

Task 4: Community Outreach & Engagement (Main Responsibility: IVCSO)

This Task is listed to illustrate the community outreach & engagement that will take place. The Consultant is expected to participate in some of these activities as needed and assist in the preparation of materials. IVCSO staff will be responsible for organizing, planning, and executing community outreach & engagement activities.

- 3.1. Prepare a Community Engagement Plan with input from applicants and community partners. **(Main Responsibility: IVCSO)**
- 3.2. Conduct outreach to Isla Vista population, including hard-to-reach populations, which will include canvassing, texting, social media, press outreach, advertising, partner outreach, and public postings. Educational materials about the project to be shared through outreach work and events. Outreach will be predominantly conducted by Subgrantees and Community Partners, who will be trained as part of a workforce development strategy. **(Main Responsibility: IVCSO)**
 - 3.2.1. Grantee will procure educational services to conduct a training workshop to increase familiarity with tools and resources to conduct accessible meetings.
 - 3.2.2. Grantee Community Engagement Coordinator will spend 15% of their staff time on project outreach.
- 3.3. All major public workshops (or webinars in pandemic conditions) will be held

with bidirectional simultaneous interpretation in Spanish and English. Additional accessibility accommodations will be available as needed by community members. Meetings and events will be held at times when the largest number and broadest cross-section of residents can participate, such as early weekday evenings or weekends. Stipends, childcare, refreshments and gift cards will be offered at each public workshop (childcare and refreshments will be provided as resource contributions by project partners Isla Vista Youth Projects and Isla Vista Food Co-op, respectively). Other incentives to participate such as gift cards to local businesses, free bus passes, and the ability to win larger prizes will be used at various outreach events, workshops, and in survey participation. Each public workshop will have focus group style breakout groups that allow all voices to be heard, and input will be encouraged from all attendees, not just those who talk the most or speak the loudest. **(Main Responsibility: IVCSD)**

3.3.1. Public workshop #1- Initial project kick-off public workshop where attendees receive a project overview, share their mobility needs, and answer facilitated questions.

3.3.2. Public workshop #2- A mid-project public workshop where mobility project concepts will be presented for feedback, groundtruthing, and prioritization by residents.

3.3.2.1. Conduct a mid-project prioritization survey asking residents to prioritize projects and programs that have developed in the earlier phases of the planning and outreach process. This will be conducted after Public Workshop #2.

3.3.3. Public workshop #3- As the draft final plan is prepared, a final public presentation and workshop will allow the residents and stakeholders to see the fruits of their collective input and engagement. Any final input and feedback given at this workshop will be incorporated into the final draft.

Reporting

[See Here the CARB Reporting Requirements: Planning Grant Appendix H: Data Collection Requirements](#)

Budget

Task #	Task Description	STEP Funds
1	Project Administration	Exp by IVCSD
2	Project Steering Committee Meetings	Exp by IVCSD
3	Community Transportation Needs Assessment / Existing Conditions Report	\$52,857.14
4	Community Outreach & Engagement	Exp by IVCSD
5	Community Outreach Events, Pop-Ups, and Demonstration Projects	Exp by IVCSD
6	Mobility Draft Plan & Public Comment	\$10,571.43
7	Mobility Plan Adoption	\$10,571.43
	Total	\$74,000

Attachment 3: Professional Services Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein “Agreement”) is made and entered into by and between the Isla Vista Community Services District, a California special district (“District”) and the , a California corporation (“Consultant”). District and Consultant are sometimes referred to hereinafter individually as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, Consultant represents that Consultant is specially trained, experienced, and competent to perform the Scope of Services required by this Agreement; and

WHEREAS, Consultant is competent and able to render the professional services described herein, namely beautification services; and

WHEREAS, District wishes to retain Consultant as part of a program to provide beautification services within the boundaries of District, as authorized by Government Code section 61250(g)(4).

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficient of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

AGREEMENT TERMS

1. **Scope of Services.** In compliance with all the terms and conditions set forth herein, Consultant shall provide professional services to the District that consist of transportation planning services consistent with the scope of work described in Exhibit X, which is incorporated herein by this reference (“Scope of Services”). As an independent contractor, Consultant shall provide the services specified herein, in the manner it deems most appropriate given Consultant’s specialty training, experience, and competency, with general oversight provided by the IVCS District General Manager, or his or her designee (“Contract Officer”), on behalf of District.
2. **Effective Date and Term.** This Agreement shall become effective on October 13, 2021 (“Effective Date”) and Consultant shall provide all services within the Scope of Services through June 30, 2023 (“Term”), unless terminated at an earlier date as provided for herein. Consultant shall not be entitled to and shall not commence any work hereunder unless and until the Contract Officer issues to Consultant a written notice to proceed. The term of the contract may be extended by the Contract Officer if necessary to complete the services of the contract.
3. **Compensation.** District agrees to pay Consultant and Consultant agrees to accept payment for all services required by this Agreement; the total compensation to Consultant shall not exceed the sum of (\$) (“Contract Sum”), including all reimbursable expenses such as, but not limited to, materials, insurance, administration, supplies, and travel costs/mileage. The proposed budget of Consultant for the Term is attached hereto as Exhibit 2 and incorporated herein by this reference. The Contract Officer has the authority to approve additional compensation for services rendered under this Agreement, above and

beyond the amount specified in this Section 3, in an amount not to exceed five percent (5%) of the Contract Sum, or Six Thousand One Hundred Dollars and Zero Cents (\$6,100) during the Term.

4. Billings. Consultant shall submit monthly invoices to District not to exceed the maximum compensation set forth in Section 3 hereof. All invoices shall be submitted to the Contract Officer via email at generalmanager@islavistacsd.com. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice, which is subject to District Board of Directors approval for amounts over One Thousand Five Hundred Dollars and Zero Cents (\$1,500.00). Consultant acknowledges and agrees that due to District warrant run procedures, the District cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by District, the original invoice shall be returned to Consultant for correction and resubmission. Review and payment by the District of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein nor any other applicable law. District payments shall be via the County of Santa Barbara Treasury & Auditor-Controller's office.

5. Status Reports. Consultant shall provide written reports as detailed in Exhibit A Scope of Work. These include daily, weekly, and biannual reports.

6. Primary Provider of Services. The services described by this Agreement shall be performed by United Way Program Coordinators, hourly United Way Staff and AmeriCorps Members employed or contracted by Consultant.

7. Assignment and Subcontracting. It is recognized by the Parties hereto that a substantial inducement to District for entering into this Agreement was, and is, the professional reputation and competence of Consultant. Therefore, this Agreement may not be assigned by Consultant without the prior written consent of District. Likewise, Consultant shall not permit any subcontractor to perform any service required of Consultant hereunder without the prior written consent of District.

8. Consultant's Responsibility. Consultant represents and warrants that Consultant possesses the skills, experience, and knowledge necessary to perform the work agreed to be performed under this Agreement, and District relies upon this representation and warranty. Acceptance by District of the work performed under this Agreement does not operate as a release of Consultant from responsibility for the work performed. It is further understood and agreed that Consultant is apprised of the scope of the work to be performed under this Agreement and Consultant agrees that said work can and shall be performed in a fully competent manner.

9. Insurance and Indemnification.

9.1 Insurance Coverages. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to District, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of District:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less

than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) **Worker's Compensation Insurance.** A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) **Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent).** A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of \$100,000 per person and \$300,000 per occurrence and property damage liability limits of \$150,000 per occurrence or (ii) combined single limit liability of \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) **Professional Liability.** Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement.

(e) **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

9.2 **General Insurance Requirements.** All of the above policies of insurance shall be primary insurance and shall name the District, its elected and appointed officers, employees, agents, and contractors as additional insureds, and any insurance maintained by District or its officers, employees, agents, or contractors may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the District, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the District. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 9.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the District with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the District. District reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to District.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide, or in the Federal Register, and only if they are of a financial

category Class VII or better, unless such requirements are waived by the District's Risk Manager or other designee of the District due to unique circumstances.

9.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the District, its officers, employees, agents, and contractors ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, contractors, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of District's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

10. Ownership of Materials. Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by Consultant pursuant to this Agreement shall be the property of Consultant, and shall not be disclosed by District, unless required by law or valid court order.

11. Binding Effect. This Agreement shall be binding upon the Parties hereto and their respective successors in interest.

12. Conflict of Interests. Consultant represents that Consultant has not employed any person to solicit or procure this Agreement and that Consultant has not made, and will not make, any payment of any compensation for the procurement of this Agreement. Consultant further represents and agrees that Consultant has not acquired, and will not acquire, any interest, directly or indirectly, in any property acquired by District during the term of this Agreement. Consultant warrants and covenants that Consultant presently has no interest in, nor shall any interest be hereinafter acquired in, any matter that will render the services required under this Agreement a violation of any applicable Federal, State or local law. In the event that any conflict of interests should hereinafter arise, Consultant shall promptly notify the General Counsel of the existence of such conflict of interest so that District may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Govt. Code 87100, *et seq.*) respecting this Agreement. In addition, Consultant possesses no authority with respect to any District decision beyond the rendition of information, advice, recommendation or counsel.

13. Compliance with Laws. In the performance of this Agreement, Consultant shall abide by and conform to any and all applicable laws of the United States and the State of California, and all applicable ordinances, resolutions, rules, policies, and regulations of the District. Consultant warrants that all work done under this Agreement will be in compliance with all applicable safety rules, laws, statutes, and practices, including but not limited to Cal/OSHA regulations.

14. Time is of the Essence. Consultant agrees to diligently carry out the services to be provided under this Agreement to completion and in accordance with any schedules specified herein. In the performance of this Agreement, time is of the essence.

15. Independent Contractor Status. It is expressly understood and agreed by both parties that Consultant its agents or employees, is an independent contractor and not an employee of District while engaged in carrying out and complying with any of the terms and conditions of this Agreement. Consultant expressly warrants that it will not represent, at any time or in any manner, that Consultant or any of its agents or employees is an employee or agent of District. Consultant or any of its agents or employees shall have no authority to, and shall not, incur any debt, obligation, or liability on behalf of District.

16. Notices. All notices under this Agreement shall be in writing and shall be delivered by personal service, email, or by certified or registered mail, postage prepaid, return receipt requested, to the Parties. Any written notice to any of the Parties required or permitted hereunder shall be deemed to have been duly given on the date of service if served personally or via email, or seventy-two (72) hours after mailing. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given as provided hereunder, shall be deemed to be receipt of the notice, demand or request sent. Notices shall be addressed as follows:

To Consultant:

To District: Isla Vista Community Services District
Attn: Jonathan Abboud
970 Embarcadero del Mar
Isla Vista, CA 93117
(310) 734-9791

With Copy to: Aleshire & Wynder, LLP
3880 Lemon Street, Suite 520
Riverside, CA 92501
Attn: G. Ross Trindle, III, District Counsel
email: gtrindle@awattorneys.com

Each Party shall provide the other Party with written notice of any change of address, email address, or telephone number that occurs as soon as practicable.

17. Default: Cure. In the event that Consultant is in default under the terms of this Agreement, the District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the District may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively fifteen (15) days, but may be extended by mutual written agreement, if circumstances warrant. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the District may take necessary steps to terminate this Agreement pursuant to the terms thereof.

18. Termination.

18.1 Prior to Expiration of Term. This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. District may, with or without cause, terminate this Agreement upon fifteen (15) days' written notice to Consultant,

except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the District in its sole discretion. In addition, Consultant may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to District. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the District, or otherwise required by law. Except where the Consultant has initiated termination, Consultant shall be entitled to compensation for services performed prior to the effective date of notice of termination; provided, however, that District may condition payment of such compensation upon satisfactory completion of the services or portion thereof which Consultant has performed through the effective date of termination.

18.2 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, District may, after compliance with the provisions of Section 17, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the District shall use reasonable efforts to mitigate such damages), and District may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed the District as previously stated.

19. No Third Party Rights. The Parties intend not to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established herein.

20. Whole Agreement. This Agreement constitutes the entire understanding and Agreement of the Parties and there are no oral agreements between the Parties affecting this Agreement and this Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes and cancels all previous negotiations, arrangements, agreements and understandings between the Parties, and none shall be used to interpret this Agreement.

21. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and Contract Officer, and approved by the District Board of Directors. Such document shall expressly state that it is intended by the Parties to amend the terms and conditions of this Agreement.

22. Interpretation. The Parties agree and represent that they jointly prepared this Agreement, such that no provision shall be construed in favor of or against either Party as the drafting party. The masculine and neuter genders, the singular number and the present tense shall be deemed to include the feminine gender, the plural number and past and future tense, respectively, where the context so requires.

23. Controlling Law. This Agreement and all matters relating to it shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with by the laws of the State of California, without regard to conflicts of law principles or rules. Any legal action to enforce or interpret any provision of this Agreement shall be brought in the Superior Court for the County of Santa Barbara.

24. Counterparts. This Agreement may be executed in multiple identical counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument but the Parties agree that the Agreement on file in the office of the General Manager is the version of the Agreement that shall take precedence should any differences exist among counterparts of the Agreement.

25. Attorneys' Fees. If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees and costs of suit, whether or not the matter proceeds to judgment.

26. Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

27. Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent to or approval of any subsequent act. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

28. Warranty & Representation of Non-Collusion. No official, officer, employee, or contractor of District has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, employee, or contractor of District participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any District official, officer, employee, or contractor any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any District official, officer, employee, or contractor as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

29. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the Parties.

30. Contingency of Funds. Contractor acknowledges that funding or portions of funding for this Agreement may be contingent upon District budget approval; receipt of funds from, and/or obligation

of funds by the University of California to District; or inclusion of sufficient funding for the services hereunder in the budget approved by District Board of Directors for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, District may immediately terminate or modify this Agreement without penalty.

IN WITNESS WHEREOF, Consultant and District have executed this Agreement at _____, California, on _____, 2021.

ISLA VISTA COMMUNITY SERVICES DISTRICT:

CONSULTANT:

By: _____
General Manager

By: _____
(Print Name, Title)

Date: _____

(Signature)

Attest:

Date: _____

By: _____
Board President

Date: _____

Attachment 4 - CARB GRANT PROVISIONS

A. AGREEMENT

This Grant is from the California Air Resources Board (hereinafter referred to as CARB or the Board) to Isla Vista Community Services District (IVCSD) (hereinafter referred to as the Grantee).

The parties agree to comply with the requirements and conditions herein as well as all commitments identified in the Work Statement (Exhibit B), Grantee Proposal Package (Exhibit C) and the Fiscal Year (FY) 2019-20 Grant Solicitation for the Sustainable Transportation Equity Project (STEP) (Exhibit D).

B. GRANT ACKNOWLEDGEMENT

Where applicable, the Grantee agrees to acknowledge the California Climate Investments program and CARB as a funding source for STEP, as outlined in the California Climate Investments Messaging and Communications Guide.¹ Below are specific requirements for acknowledgement.

The Grantee agrees to acknowledge the California Climate Investments program from CARB's Low Carbon Transportation program whenever projects funded, in whole or in part by this Agreement, are publicized in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material. The acknowledgement must read as follows: 'This publication (or project) was supported by the "California Climate Investments" program.' Guidelines for the usage of the California Climate Investments logo can be found at <http://www.caclimateinvestments.ca.gov/logo-graphics-request>.

The California Climate Investments logo and name serves to bring under a single brand the many investments whose funding comes from the Greenhouse Gas Reduction Fund (GGRF). The logo represents a consolidated and coordinated initiative by the State to address climate change by reducing greenhouse gases, while also investing in disadvantaged communities and achieving many other co-benefits.



¹ California Climate Investments Communications Guide
<http://www.caclimateinvestments.ca.gov/logo-graphics-request>

The Grantee agrees to acknowledge CARB as a funding source for STEP when publicized in any news media, websites, applications, brochures, publications, audiovisuals, or other types of promotional material. The Grantee agrees to adhere to the Board's logo usage requirements in a manner directed by CARB. CARB logos shall be provided to the Grantee by CARB Project Liaison.



The CARB logo is a visual representation of our air environment. The arcs represent: the different elements that make up the air we breathe, the protection of our atmosphere and the efforts we take to protect the health of Californians, the collaboration of multiple stakeholders all moving in the same direction together, and innovation with the arcs all growing and changing.



Finally, when preparing flyers, brochures, or other handout material that will be used to promote STEP as one of CARB's Low Carbon Transportation Investment projects, the Grantee will incorporate Moving California typeset and branding, as appropriate. Moving California is the branding of CARB's suite of Low Carbon Transportation Investment projects, including both light- and heavy-duty projects. The Moving California typeset is displayed above and branding materials will be provided by the CARB Project Liaison.

C. GRANT SUMMARY AND AMENDMENTS

Project Title: Isla Vista Community Mobility Plan

Authorized Official: Jonathan Abboud

Title: General Manager

Total Grant Amount: \$182,158.00

Total Resource Contribution: \$29,928.00

D. GRANT PARTIES AND CONTACT INFORMATION

1. The CARB Project Liaison is Violet Martin. Correspondence regarding this project shall be directed to:

Violet Martin
Mobile Source Control Division

California Air Resources Board
1001 I Street, Sacramento, California 95814
Phone: (916) 322-6366
Email: violet.martin@arb.ca.gov

2. The Grantee Liaison is Jonathan Abboud. Correspondence regarding this project shall be directed to:

Jonathan Abboud
General Manager
Isla Vista Community Services District (IVCSD)
970 Embarcadero del Mar, Box A, Isla Vista CA 93117
Phone: (805) 770-2752
Email: generalmanager@islavistacsd.com

3. If the CARB Project Liaison identified above changes, CARB will notify the Grantee Liaison of said change and provide the new contact information. If the Grantee Liaison identified above changes, the Grantee will notify the CARB Project Liaison of said change and provide the new contact information.

E. TIME PERIOD

1. Performance of work or other expenses billable to CARB under this Grant may commence after full execution of this Grant by parties provided all required proofs of insurance has been provided for each applicable task before it is performed. Performance on this Grant ends once the Grantee has submitted and CARB approves the final report or if this Grant is terminated, whichever is earlier.
2. Upon completion of the project, the Grantee shall submit a draft final report to the CARB Project Liaison no later than **December 31, 2023**.
3. Final request for payment and Final Report shall be received by CARB no later than **March 31, 2024**.
4. The CARB Executive Officer retains the authority to terminate, or reduce the grant amount of, this Grant Agreement for nonperformance. In the event of such termination or reduction of the grant amount, Section G.7, Termination and Suspension of Payments, of this Grant Agreement shall apply.

F. DUTIES AND REQUIREMENTS

This section defines the respective duties and requirements of CARB and the Grantee in implementing STEP.

1. CARB's Role

CARB is responsible for the following:

- a. Participating in regular meetings with the Grantee to discuss program refinements and guide program implementation
- b. Reviewing and approving all Grant Disbursement Request Forms (MSCD/ISB-90) and distributing grant funds to the Grantee
- c. Reviewing and approving community engagement, outreach, and education materials provided by the Grantee, such as outreach and education materials, webpages, initial participant surveys, quarterly reports, and the final report
- d. Reviewing and approving the data collection plan
- e. Providing program oversight and accountability (in conjunction with the Grantee)

2. The Grantee's Tasks

The Grantee's key project personnel will administer the various tasks of the project including participation in meetings with CARB staff; development and implementation of project plans; record-keeping procedures; reporting procedures; financial tracking and disbursements; and responding to CARB and public requests in a timely manner. The Grantee's responsibilities include all project development, press events, project administration, and project reporting. Exhibit B (Work Statement) contains the budget summary, task summary and detailed task list, task and disbursement schedule, and list of key project personnel.

G. FISCAL ADMINISTRATION

1. Budget

- a. The maximum amount of this Grant is **\$182,158.00**. Under no circumstance will CARB reimburse the Grantee for more than this amount. A formal Grant Agreement amendment is required whenever there is a change to the amount of this grant.
- b. The budget for this program is shown in Exhibit B, Attachment I. Grant Disbursement Requests (Form MSCD/ISB-90) for funds shall not exceed the grant amount.

- c. No grant funds may be used to purchase equipment or computers that would be required to be returned to the State at the completion of STEP.
- d. Under no circumstance will CARB reimburse a Grantee for vehicles or equipment that exceeds the purchase price.
- e. Line item shifts are not anticipated under this program. However, shifts of up to 10 percent of the grant total may be made over the life of the grant, subject to prior written approval from CARB. Line item shifts greater than 10 percent require a formal amendment to the grant. Line item shifts may be proposed by either CARB or the Grantee and must not increase or decrease the total grant amount. All line item shifts must be approved in writing by CARB within 10 business days of approval for inclusion in the grant folder. If the grant is formally amended, all line item shifts must be included in the amendment.
- f. Funds not liquidated by March 31, 2024 must be returned by **April 15, 2024**. Expenditure of funds granted may not be reduced due to any loss incurred in an insured bank or investment account.

2. Pilot Project Eligible Costs

Allowable expenditures for costs associated with the grant are defined in Appendix E of the Grant Solicitation.

3. Resource Contributions

Resource contributions from the Grantee can be used to increase the number of vehicles or equipment funded or to increase the effectiveness and timeliness of other project elements, as directed by CARB. Resource contributions must meet the criteria specified in Appendix G of the Grant Solicitation and the additional following criteria:

- a. Documentation of resource contributions must be retained for a minimum of three years after the grant term has ended.
- b. Funds expended on resource contributions must be documented in the STEP Final Report to CARB.

Resource contributions are further defined in Appendix G of the Grant Solicitation.

4. Advance Payment

Consistent with the Legislature's direction to expeditiously disburse grants, CARB in its sole discretion may provide advance payments of grant awards in a timely

manner to support program initiation and implementation with a focus on mitigating the constraints of modest reserves and potential cash flow problems.

Grantee acknowledges that CARB has finalized Advance Payment regulations effective January 1, 2021. Grantee agrees that this Agreement and all advance payment requests will comply with these regulations, which can be found at: 17 California Code of Regulations (C.C.R.) Sections 91040-91044.

Recognizing that appropriate safeguards are needed to ensure grant monies are used responsibly, CARB has developed the grant conditions described below to establish control procedures for advance payments. CARB may provide advance payments to grantees of a grant program or project if CARB determines all of the following:

- a. The advance payments are necessary to meet the purposes of the grant project.
- b. The use of the advance funds is adequately regulated by grant or budgetary controls.
- c. The request for application or the request for proposals contains the terms and conditions under which an advance payment may be received consistent with this section.
- d. The Grantee is either a small air district or the Grantee meets all of the following criteria:
 - i. Has no outstanding financial audit findings related to any of the moneys eligible for advance payment and is in good standing with the Franchise Tax Board and Internal Revenue Service
 - ii. Agrees to revert all unused moneys to CARB if they are not liquidated within the timeline specified in the Grant Agreement
 - iii. Submits a spending plan to CARB for review prior to receiving the advance payment
 - iv. The spending plan shall include project schedules, timelines, milestones, and the Grantee's fund balance for all State grant programs
 - v. CARB shall consider the available fund balance when determining the amount of the advance payment
 - vi. Reports to CARB any material changes to the spending plan within 30 days

- vii. Agrees to not provide advance payment to any other entity
- e. In the event of the nonperformance of the Grantee, CARB shall require the full recovery of the unspent moneys. A Grantee shall provide a money transfer confirmation within 45 days upon the receipt of a notice from CARB.
- f. The Grantee must complete and submit to CARB for review and approval an Advance Payment Request Form, along with each grant disbursement that is requesting advance payment. The Advance Payment Request Form shall be provided by CARB to the Grantee after the grant execution.
- g. Grantee must also submit a certification to CARB pursuant to 17 C.C.R. Section 91043 for each advance payment request.
- h. CARB may provide an advance of the direct project costs of the grant, if the program has moderate reserves and potential cash flow issues. Advance payments will not exceed the Grantee's interim cash needs.
- i. The Grantee assumes legal and financial risk of the advance payment.
- j. The Grantee shall place funds advanced under this section in an interest-bearing account. The Grantee shall track interest accrued on the advance payment. Interest earned on the advance payment shall only be used for eligible grant-related expenses as outlined in the Grant Provisions, Exhibit A, or will be returned to CARB.
- k. Grantee shall report to CARB the value of any unused balance of the advance payment and interest earned and submit quarterly fiscal accounting reports consistent with Section I (Reporting and Documenting Expenditure of State Funds) of this Grant Agreement.
- l. The Grantee shall remit to CARB any unused portion of the advance payment and interest earned within 90 days following the end date of this Grant Agreement term on **March 31, 2024** or the reversion date of the appropriation.

5. Grant Disbursements

With each disbursement request, the Grantee must provide documentation as required in this section:

- a. Requests for payment shall be made with the Grant Disbursement Request Form (MSCD/ISB-90) and conform to the instructions identified in Sections G and I of this Grant Agreement. Grant payments shall be made only for reasonable costs incurred by the Grantee and only when the Grantee has

- submitted a Grant Disbursement Request Form; has completed milestones stipulated in Exhibit B, Attachment III; the requirements specified herein, including Section F, Section G, Section H, and Section I of this Grant Agreement have been accomplished; documentation of accomplishment has been provided to CARB in the form of the Status Report; and any associated deliverables (if applicable) have been provided to CARB. CARB will have sole discretion to accelerate the timeline for allowable disbursements of funds identified in Exhibit B, Attachment II (with the exception of the final disbursement of funds), necessary to assure the goals of the program are met.
- b. Grant payments are subject to CARB's approval of Status Reports and any accompanying deliverables (see Sections F, G, H and I of this Grant Agreement). A payment will not be made if the CARB Project Liaison deems that a milestone has not been accomplished or documented; that a deliverable meeting specifications has not been provided; that claimed expenses are not documented, not valid per the budget, or not reasonable; or that the Grantee has not met other terms of the grant.
 - c. Requests for project funds in advance of performing the work or incurring the cost requires an Advance Payment Request Form (see Section G.4, Advance Payment) and a detailed list of the future work the Grantee intends to fund with the disbursement. The Grantee must demonstrate in a subsequent report that the advance has been expended appropriately by supplying documents required in Section G.5, Grant Disbursements. The recipient of a CARB advance payment cannot advance pay any other entity. No further advance shall be disbursed until the Grantee is fully compliant with all terms of the grant. Failure to comply shall require the Grantee to return all amounts of the inappropriate or unapproved expenditure to CARB within 45 calendar days of written notification.
 - d. The Chief of the Compliance Assistance and Outreach Branch in the Mobile Source Control Division or designee of CARB may review the CARB Project Liaison's approval or disapproval of a Grant Disbursement Request. No reimbursement will be made for expenses that, in the judgment of the Branch Chief of the Compliance Assistance and Outreach Branch, are not reasonable or do not comply with the Grant Agreement.
 - e. The Grantee shall submit the Grant Disbursement Requests to CARB **Accounting Section at: accountspayable@arb.ca.gov with a CC to the CARB** project liaison. The Grantee may submit this electronically, based on CARB's current electronic submission guidance at the time of request, or mail original copies with "wet" signatures in blue ink **to CARB Accounting Section, P.O. Box 1436, Sacramento, CA 95812**. Requests for payment must be made with the Grant Disbursement Request Form and contain all documentation required with the form.

- f. CARB will withhold payment of up to 10 percent of the grant funds until completion of the Final Report, intellectual property has been relinquished to CARB in accordance with Sections I and L of these provisions, CARB has received and approved the Grantee's mechanism for receiving annual activity reports, and submission of the Final Report to CARB by the Grantee. It is the Grantee's responsibility to submit a Grant Disbursement Request for this final disbursement of funds.
 - g. CARB shall disburse funds in accordance with the California Prompt Payment Act, Government Code, Section 927, et seq.
 - h. The Grantee will pay out CARB funds to other sub-grantees or subcontractors on a reimbursement basis only.
6. Suspension of Payments and Grant Termination
- a. CARB reserves the right to issue a grant suspension order in the event that a dispute should arise. The grant suspension order will be in effect until the dispute has been resolved or the grant has been terminated. If the Grantee chooses to continue work on the project after receiving a grant suspension order, the Grantee will not be reimbursed for any expenditure incurred during the suspension in the event CARB terminates the grant. If CARB rescinds the suspension order and does not terminate the grant, CARB will reimburse the Grantee for any expenses incurred during the suspension that are reimbursable in accordance with the terms of the grant.
 - b. CARB reserves the right to terminate this grant upon 30 days' written notice to the Grantee. In case of early termination, the Grantee will submit a Grant Disbursement Request, a Status Report covering activities up to, and including, the termination date and following the requirements specified herein and in Section I of these provisions. Upon receipt of the Grant Disbursement Request Form and Status Report, and when all intellectual property has been relinquished to CARB, a final payment will be made to the Grantee. This payment shall be for all CARB-approved, actually incurred costs that in the opinion of CARB are justified. However, the total amount paid shall not exceed the total grant amount.
 - c. Upon termination, grant funds must be returned to CARB within 45 days. Funds, for the purposes of this section, includes unspent funds, funds for unapproved costs incurred, funds spent or incurred during a grant suspension order, or as outlined in other sections of this agreement.

7. Contingency Provision

In the event this grant is terminated for any reason, the CARB Executive Officer or

designee reserves the right in his or her sole discretion to award a grant to the next highest scored Applicant and if an agreement cannot be reached, to the next Applicant(s) until an agreement is reached. If CARB is unable to award a grant under these circumstances, CARB may award a grant in a manner consistent with direction provided in the FY 2019-20 Funding Plan for STEP.²

8. Documentation of Administration Funds

- a. Personnel documentation must make use of timesheets or other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours or percent of time staff devoted to STEP implementation and outreach.
- b. Fees for external consultants must be documented with copies of the consultant contract and invoices. All external consultant fees must be pre-approved by CARB. Fees included in the budget as a part of the Grantee Proposal Package (Exhibit C) are considered pre-approved by CARB.
- c. Printing, mailing, records retention, and travel expenses must be documented with receipts or invoices.
- d. Any reimbursement for necessary supporting project costs need receipts or invoices.
- e. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those amounts set by the California Department of Human Resources (CalHR). No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CARB. The CalHR travel and per diem reimbursement amounts may be found online at: <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee.
- f. The above documentation, records, and referenced materials must be made available for review during monitoring visits and audits by CARB, or its designee. These records must be retained for a minimum of three years after submittal of the final STEP grant disbursement request to CARB.
- g. The above documentation must be provided to CARB in quarterly Status Reports and a Final Report.

9. Earned Interest

² Funding Plan for Fiscal Year 2019-20

<https://ww2.arb.ca.gov/our-work/programs/low-carbon-transportation-investments-and-air-quality-improvement-program/low-1>

“Earned interest” means any interest generated from State funds provided to the Grantee and held in an interest-bearing account.

- a. Interest earned by the Grantee on STEP funds must be reported to CARB. All interest income on STEP funds must be expended on eligible program costs (see Section G of this Grant Agreement) or returned to CARB. The Grantee is responsible for reporting to CARB on all interest earned and reinvested into STEP or returned.
- b. All interest income on advance payment at CARB’s discretion must be reinvested into the program or returned to CARB. Interest earned that is reinvested in the program is not included as part of the Total Grant Amount from CARB. Grantee is responsible for reporting to CARB all project expenditures funded with interest earned on advanced funds or returned.
- c. The Grantee must maintain accounting records (e.g., general ledger) that track interest earned and expended on STEP funds, as follows:
 - i. The calculation of interest must be based on average daily balance or some other reasonable and demonstrable method of allocating the proceeds from the interest-generating account back into the program.
 - ii. The methodology for tracking earned interest must ensure that it is separately identifiable from interest earned on non-STEP funds.
 - iii. The methodology for calculating earned interest must be consistent with how it is calculated for the Grantee’s other fiscal programs.
 - iv. Earned interest must be fully expended by **March 31, 2024** or returned to CARB.
- d. Documentation of interest earned on STEP funds must be retained for a minimum of three years after it is generated. Documentation of interest expended on STEP must be retained for a minimum of three years after the funds have been reinvested into the project.
- e. The above documentation must be provided to CARB in Status Reports and a Final Report.

H. PROJECT MONITORING AND MEETINGS

1. Meetings

- a. Initial meeting: A meeting will be held between key program personnel and the CARB Project Liaison before work on the program begins. The purpose of

the initial meeting is to discuss the overall approach, details of performing essential tasks, the program schedule and milestones, details of work group process, and any issues that may need to be resolved prior to beginning work. Topics may include process for program decision-making and frequency and process for ongoing project team coordination.

- b. Review meetings: After the initial meeting with CARB staff, monthly meetings will be required until the tasks related to project initiation (scope of work, task dates, etc.) are finalized. After the project is operational, CARB and the Grantee can hold less frequent meetings (quarterly, at minimum), if deemed appropriate. Additional meetings may be scheduled at the sole discretion of the CARB Project Liaison. Such meetings may be conducted by phone, if deemed appropriate by the CARB Project Liaison. The Grantee is responsible for developing the agenda in collaboration with the CARB Project Liaison, and for facilitating the meetings.
- c. Site visits: If applicable, site visits shall be established by CARB Project Liaison during the term of this grant.

2. Technical Monitoring

- a. Any changes in the scope or schedule for the program shall require the prior written approval of the CARB Project Liaison and may require a written Grant Agreement amendment.
- b. The Grantee shall notify the CARB Project Liaison in writing immediately if any circumstances arise (technical, economic, or otherwise), which might place completion of the project in jeopardy. The Grantee shall also make such notification if there is a change in key project personnel (see Exhibit B, Attachment IV).
- c. In addition to Status Reports (see Section I of this Grant Agreement), the Grantee shall provide information requested by the CARB Project Liaison that is needed to assess progress in completing tasks and meeting the objectives of the program.
- d. Any change in budget allocations, re-definition of deliverables, or extension of the program schedule must be requested in writing to the CARB Project Liaison and approved by CARB, in its sole discretion, and may require a Grant Agreement amendment.

I. REPORTING AND DOCUMENTING EXPENDITURE OF STATE FUNDS

The Grantee must provide CARB with documentation accounting for the proper expenditure of funds. The documentation must be provided in Status Reports submitted at a minimum every three months to CARB and a Final Report submitted

prior to the Grantee receiving their last disbursement of project funds.

1. Status Reports

- a. The Grantee shall submit Status Reports at a minimum at the end of every third month, starting with the first report submitted on August 31, 2021, but may be submitted more frequently if necessary to justify more frequent disbursements with prior approval from CARB. The Status Reports shall be provided in a format agreed upon between the CARB Project Liaison and the Grantee and meet the requirements specified herein. CARB may specify an electronic format for quarterly reporting.
- b. Status Reports provide a mechanism for the Grantee to justify a need for additional grant disbursements from CARB.
- c. Every Grant Disbursement Request Form (MSCD/ISB-90) shall be accompanied by a Status Report that documents the completion of a milestone specified in Exhibit B, Attachment II and III.
- d. CARB will provide the Grantee with a checklist or template for Americans with Disabilities Act (ADA)-compliant Status Reports. Each Status Report must include all applicable items from the checklist or template, which may include, at minimum:
 - i. Project Status Report number, title of project, name of Grantee, date of submission, and project grant number
 - ii. Summary of work completed since the last progress report, noting progress toward completion of tasks and milestones identified in the work plan
 - iii. Statement of work expected to be completed by the next progress report
 - iv. Notification of problems encountered and an assessment of their effects on the project's outcomes
 - v. Data collected from participants since the last status report such as, but not limited to, the information outlined in Appendix H of this Grant Solicitation. Data should be separated by reporting period but should be collected and compiled in a way that facilitates reporting in the Final Report.
 - vi. Schedule of community engagement, outreach, and education activities conducted, materials used, number of people contacted, and number of participants, where applicable

- vii. An evaluation of any community engagement, outreach, and education strategies deployed
 - viii. Accounting records, including expenditure and income information and supporting documentation
 - ix. Itemized invoices (invoices must include enough details to ensure that only eligible costs are paid for) and any other appropriate documentation
 - x. Discussion of the project's adherence to the project timeline
 - xi. Other data and analysis as mutually agreed upon between the Grantee and CARB
- e. If the tasks outlined in this Grant Agreement are behind schedule, the Grantee must notify CARB immediately and explain how they will return to schedule.

2. Final Report

- a. When the project is complete, the Grantee shall submit a draft Final Report. The draft Final Report must be submitted to CARB in an appropriate format agreed upon between CARB Project Liaison and the Grantee. The Final Report must meet the requirements specified herein. Upon approval of the draft Final Report by CARB Project Liaison, the Grantee shall provide a written copy of the final version, plus an electronic file.
- b. The Final Report must be submitted within 90 days of CARB receiving the draft Final Report or by **March 31, 2024**, whichever comes first. A draft Final Report is due to CARB within 30 days of project completion or by **December 31, 2023**, whichever comes first.
- c. CARB will provide the Grantee with a checklist or template for an ADA-compliant Final Report. The Final Report must include all applicable items from the checklist or template, at a minimum:
 - i. Total expenditures in detail to date and for the period between the last quarterly report and the Final Report
 - ii. Excel spreadsheet of the funded project and project milestones
 - iii. Summary report of the projects for the period covered by the Grant Agreement (may be provided as summaries or previously submitted Status Reports – see Status Report)
 - iv. Overview of the project as whole from beginning through the end of the

grant term, including project and community background, partnerships, and funding sources

- v. Data collected from participants, compiled from all status reports
- vi. Analysis of participant evaluations, such as results of any pre- and post-surveys conducted
- vii. Changes in participant knowledge of and acceptance of clean transportation options
- viii. Description of community engagement, outreach, and education efforts, including materials used, schedule of events conducted, and an assessment of effectiveness of the efforts
- ix. Co-benefits provided by the project as mutually agreed upon between the Grantee and CARB
- x. Accounting records, including expenditure and income information and supporting documentation. Includes earned interest, if any, and how it was expended or returned to CARB.
- xi. Best practices and lessons learned, including suggestions for future project considerations for wider scale implementation in other communities
- xii. Implementation challenges and recommendations for potential program improvements
- xiii. Other data and analysis as mutually agreed upon between the Grantee and CARB

J. OVERSIGHT AND ACCOUNTABILITY

1. The Grantee shall comply with all oversight responsibilities.
2. CARB or its designee may recoup the grant funds which were received based upon misinformation or fraud, or for which a Grantee is in significant or continual non-compliance with the terms of this Grant or State law. CARB also reserves the right to prohibit any entity from participating in STEP due to non-compliance with program requirements or State law.
3. If the Grantee detects any actual or potentially fraudulent activity by anyone or entity associated with the project, it shall notify CARB as soon as possible and work with CARB to determine an appropriate course of action.

K. PROJECT RECORDS

As further described below, program records include but are not limited to the Grantee, financial, and participant records. All project records must be retained for a period of three (3) years after final payment under this grant. All project records are subject to audit pursuant to Section N (3) of this Grant Agreement. Upon completion of the third year of record retention, the Grantee shall submit all program records to CARB. Hardcopy or electronic records are suitable. Acceptable forms of electronic media include hard drives, CDs, and DVDs. Other forms of electronic media may be allowed based on prior written concurrence from CARB.

1. Grantee Records

The Grantee shall retain a STEP file containing:

- a. Original executed copy of the STEP Grant Agreement and Grant Agreement Amendments (if applicable)
- b. Policies and Procedures Manual
- c. Copies of Grant Disbursement Request Forms and attachments
- d. Copies of Status Reports
- e. Documentation of earned interest generation and expenditure (see Section G for more information)

2. Financial Records

Without limitation of the requirement to maintain program accounts in accordance with generally accepted accounting principles, the Grantee must:

- a. Establish an official file for the project, which shall adequately document all significant actions relative to the program
- b. Establish separate accounts which will adequately and accurately depict all amounts received and expended on the project
- c. Establish separate accounts which will adequately and accurately depict all income received which is attributable to the project including cash and in-kind donations, if any
- d. Establish an accounting system which will adequately depict final total costs of the project, including grant implementation costs

3. Project Participant Records

The Grantee is required to establish and maintain participant records, which must include, at minimum:

- a. Project participant proposals (denied, approved, and removed)
- b. Initial participant surveys and survey updates
- c. Documentation of any deviations from the normal processing of projects (examples include enforcement action, CARB case-by-case approvals)

L. INTELLECTUAL PROPERTY

Any webpage(s), software, databases, program data, or other intellectual property developed or purchased by the Grantee for the purposes of administering or implementing STEP are the property of CARB.

M. CONFIDENTIALITY AND DATA SECURITY

It is expressly understood and agreed that information the Grantee collects on behalf of the State or from a third party in performing its obligations under this Grant Agreement may be deemed confidential by the State. Therefore:

1. All information or data gathered pursuant to this grant shall be held confidential and released only to CARB or other entities as CARB may specify in writing.
2. The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
3. Information or data, including but not limited to all application records and supporting documentation that personally identifies or describes an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee shall safeguard all such information or data which comes into their possession under this agreement in perpetuity, and shall not release or publish any such information, data or application records.
4. The Grantee must observe complete confidentiality with respect to such information or data collected pursuant to this grant, including without limitation, agreeing not to disclose or otherwise permit access to such information by any person or entity in any manner whatsoever unless such disclosure is required by law or legal process.

5. The Grantee must acknowledge the confidential nature of such information and ensure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.
6. The Grantee must ensure that the Grantee's employees are informed of the confidential nature of such information and ensure by agreement or otherwise that they are prohibited from copying, revealing, or utilizing for any purpose in fulfillment of this grant, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.
7. The Grantee shall limit access to information and data gathered pursuant to this grant only to necessary employees to perform their job duties.
8. The Grantee must not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration.
9. The Grantee must notify the State promptly and in writing of the circumstances surrounding any possession, use, or knowledge of such information or any part thereof, by any person other than those authorized by this document.
10. The Grantee must adhere to all CARB confidentiality, disclosure, and privacy policies.
11. The Grantee must treat all information, deliverables, and work products developed or collected pursuant to this grant as confidential. All information, deliverables, and work products cannot be disclosed in any form to any third party without CARB's written consent except when required by law or legal process.
12. The Grantee must not use, without CARB written approval, any CARB materials for any purpose other than performing the agreed upon services.
13. At the conclusion of the engagement or upon termination of this Grant Agreement, the Grantee shall surrender all information in any form developed or collected pursuant to this grant.
14. If the Grantee suspects loss or theft, the Grantee must report any lost or stolen information, data, or equipment developed or collected pursuant to this grant to CARB immediately.
15. The Grantee must provide CARB all pass phrases and passwords for private keys to encrypt data used, produced, or acquired in the course of performing duties under this Grant Agreement.

16. The Grantee must sign non-disclosure and confidentiality agreements as provided by CARB.
17. The Grantee agrees to notify CARB immediately of any security incident involving the information system, servers, data, or any other information developed or collected pursuant to this grant. The Grantee agrees that CARB has the right to participate in the investigation of a security incident involving its data or conduct its own independent investigation, and that the Grantee shall cooperate fully in such investigations.
18. The Grantee agrees that it shall be responsible for all costs incurred by CARB due to security incident resulting from the Grantee's failure to perform or negligent acts of its personnel, and resulting in an unauthorized disclosure, release, access, review, or destruction; or loss, theft, or misuse of information or data developed or gathered pursuant to this grant. If the Grantee experiences a loss or breach of data, the Grantee shall immediately report the loss or breach to CARB. If CARB determines that notice to the individuals whose data has been lost or breached is appropriate, the Grantee will bear any and all costs associated with the notice or any mitigation selected by CARB. These costs include, but are not limited to, staff time, material costs, postage, media announcements, credit monitoring for impacted individuals, and other identifiable costs associated with the breach or loss of data.
19. The Grantee agrees that it shall immediately notify and work cooperatively with CARB to respond timely and correctly to California Public Records Act (California Government Code Section 6250 et seq.) requests.

N. GENERAL PROVISIONS

1. **Amendment:** No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.
2. **Americans with Disabilities Act:** The Grantee must ensure that all products and services submitted, uploaded, or otherwise provided by the Grantee and/or its subcontractors under this Grant, including but not limited to data, software, plans, drawings, specifications, reports, operating manuals, notes, and other written or graphic work prepared in the course of performance of this Grant (collectively, the "Work"), comply with Web Content Accessibility Guidelines 2.0, levels A and AA, and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Parts 1193 and 1194) (collectively, the "Accessibility Requirements"). For any Work provided in PDF format, Grantee

shall also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign).

CARB may request documentation from the Grantee of compliance with the Accessibility Requirements and may perform testing to verify compliance. The Grantee must bring into compliance, at no cost to CARB, any Work by the Grantee or its subcontractors not meeting the Accessibility Requirements. If the Grantee fails to bring its or its subcontractors' Work into compliance with the Accessibility Requirements within five (5) business days of written notice from CARB, or within the time frame specified by CARB in its notice, the Grantee will be responsible for all costs incurred by CARB in bringing the Grantee's or its subcontractors' Work into compliance with the Accessibility Requirements. The Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Grant for a period of one year following delivery of the final deliverable under this Grant.

Deviations from the Accessibility Requirements are permitted only by written consent by CARB.

3. **Assignment:** This grant is not assignable by the Grantee, either in whole or in part, without the consent of CARB in the form of a formal written amendment.
4. **Audit:** Grantee agrees that CARB, the Department of General Services, Department of Finance, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all State funds received. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the term of this Grant is completed, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include similar right of the State to audit records and interview staff in any Grant or Contract related to performance of this Agreement.
5. **Availability of funds:** CARB's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement.
6. **Compliance with law, regulations, etc.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements.

7. **Confidentiality:** Except as may be required by the California Public Records Act (California Government Code Section 6250 et seq.), no record which has been designated as confidential by CARB, shall be disclosed by the Grantee. If Grantee believes disclosure of a confidential record may be required under the California Public Records Act, Grantee shall first give CARB written notice of the intent to disclose plus twenty-one (21) days after receipt of the written notice to seek an order preventing disclosure from a court of competent jurisdiction.
8. **Conflict of interest:** The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.
9. **Disputes:** The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute. Grantee staff or management may work in good faith with CARB staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within 30 days of when the issue is first raised with CARB staff shall be subject to resolution by the CARB Executive Officer, or his designated representative. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the parties may have under law.
10. **Environmental justice:** In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.
11. **Fiscal management systems and accounting standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement. Unless otherwise prohibited by State or local law, the Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
12. **Force majeure:** Neither CARB nor the Grantee must be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, government orders, national or state declared pandemics, lockouts, labor disputes, fire, flood, earthquakes or other physical natural disaster. If either party intends to invoke this clause to excuse or delay performance, the party invoking the clause must provide written notice to the other party immediately but no later than within fifteen (15) calendar days of when the force majeure event occurs and reasons that the force majeure event is preventing that party

from or delaying that party in performing its obligations under this contract. CARB may terminate this Grant Agreement immediately in writing without penalty in the event Grantee invokes this clause.

If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the event of force majeure, the Grantee must as soon as reasonably practicable recommence the performance of its obligations under this Grant Agreement. The Grantee must also provide a revised schedule to minimize the effects of the delay caused by the event of force majeure. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event.

13. **Governing law and venue:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. CARB and the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.
14. **Grantee's responsibility for work:** The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contract for work on the Project, including but not limited to payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
15. **Indemnification:** The Grantee agrees to indemnify, defend and hold harmless the State and the Board and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the Grantee, and out of the operation of equipment that is purchased with funds from this Grant Award.
16. **Independent contractor:** The Grantee, and its agents and employees, if any, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of CARB.
17. **Nondiscrimination:** During the performance of this Grant Agreement, the Grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment 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 (over 40), sexual orientation, or veteran or military status, or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of Division 4.1 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Grant Agreement.

18. **No third party rights:** The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.
19. **Ownership:** All information or data received or generated by the Grantee under this Grant Agreement shall become the property of CARB. No information or data received or generated under this Grant Agreement shall be released without CARB approval.
20. **Personally Identifiable Information:** Information or data that personally identifies an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee shall safeguard all such information or data which comes into their possession under this Grant Agreement in perpetuity, and shall not release or publish any such information or data.
21. **Prevailing wages and labor compliance:** If applicable, the Grantee agrees to comply with all of the applicable provisions of the California Labor Code pertaining to Public Works projects (Labor Code Sections 1720-1861) including those provisions requiring the payment of not less than the specified prevailing rate of wages as determined by the Director of the Department of Industrial Relations to workers employed in the performance of this grant. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the provisions of Labor Code Sections 1720-1861 are being met.

22. **Professionals:** For projects involving installation or construction services, the Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.
23. **Severability:** If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.
24. **Termination:** CARB may terminate this Grant Agreement for cause by written notice at any time prior to completion of projects funded by this Grant Award, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement within the time frame set forth by CARB via written notice to the Grantee.
25. **Timeliness:** Time is of the essence in this Grant Agreement. Grantee shall proceed with and complete the Project in an expeditious manner.
26. **Waiver of rights:** Any waiver of rights with respect to a default or other matter arising under this Grant Agreement at any time by either party shall not be considered a waiver of rights with respect to any default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.
27. **Order of Precedence:** In the event of any inconsistency between the articles, exhibits, attachments, specifications or provisions which constitute this Grant Agreement, the following order of precedence shall apply:
 - a. Grant Agreement Cover Sheet
 - b. Exhibit A – Grant Provisions
 - c. Exhibit B – Work Statement
 - d. Exhibit D – Grant Solicitation Package
 - e. All other Exhibits incorporated into the Grant Agreement as listed on the Grant Agreement Cover Sheet.

O. INSURANCE REQUIREMENTS

The Grantee must comply with all requirements outlined in the (1) General Provisions and (2) Insurance Requirements outlined below. No payments will be made under the grant until the Grantee fully complies with all insurance requirements.

1. General Provisions Applying to All Policies:

- a. Coverage Term – Coverage needs to be in force for the complete term of the grant. If insurance expires during the term of the grant, a new certificate must be received by the State at least thirty (30) days prior to the expiration of this insurance. Any new insurance must comply with the original grant terms.
- b. Policy Cancellation or Termination & Notice of Non-Renewal – The Grantee is responsible to notify the Program Administrator within five (5) business days of any cancellation, non-renewal or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of the Department of General Services and the Grantee agrees no work or services will be performed prior to obtaining such approval. In the event that the Grantee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this grant upon the occurrence of such event, subject to the provisions of this grant.
- c. Premiums, Assessments, and Deductibles – The Grantee is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- d. Primary Clause – Any required insurance contained in this grant shall be primary, and not excess or contributory, to any other insurance carried by the State.
- e. Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A-” with a financial category rating of no lower than VI. If the Grantee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- f. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- g. Inadequate Insurance – Inadequate or lack of insurance does not negate Awardee’s obligations under the grant.
- h. Satisfying a Self-Insured Retention (SIR) – All insurance required by this contract must allow the State to pay and/or act as the contractor’s agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor’s agent in satisfying any SIR is at the State’s discretion.
- i. Available Coverages/Limits – All coverage and limits available to the Awardee shall also be available and applicable to the State.

- j. Use of Subcontractor – In the case of the Grantee’s utilization of Subcontractors to complete the grant scope of work, the Grantee shall include all Subcontractors as insured’s under the Grantee’s insurance or supply evidence of Subcontractor’s insurance to The State equal to policies, coverages, and limits required of the Grantee.
2. Grant Insurance Requirements – The Grantee shall display evidence of the following on a certificate of insurance. After the solicitation is awarded, failure to provide the certificate upon request will result in the termination of the grant. The Grantee must assure the community pilot project(s) funded by the Program Administrator (CARB) fully complies with all insurance requirements before starting the project. The following coverages must be evidenced on the certificate of insurance and all endorsements required must be attached:

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

The policy must name “State of California and California Air Resources Board, its officers, agents, and employees as additional insured with respect to liability arising out of work or operations performed by or on behalf of the awardee including any electric bikes and scooters in connection with any such work or operations”.

- b. By signing the grant agreement, the Grantee certifies that the Grantee and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.
- c. Workers Compensation and Employers Liability – The Grantee shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who will be engaged in the performance of the grant. In addition, employer’s liability limits of \$1,000,000 are required. By signing this agreement, the Grantee acknowledges compliance with these regulations.

A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to certificate.

- d. Either policy must name “State of California and California Air Resources

Board, its officers, agents, and employees as additional insured with respect to liability arising out of work or operations performed by or on behalf of the awardee including any electric bikes and scooters in connection with any such work or operations.” Non-Profit Organization with Volunteers Only (if applicable): A Volunteer Accident Insurance Policy with a limit not less than \$1,000,000. The policy shall contain a waiver of subrogation in favor of the State of California, if such endorsement is available in the open market. Said policy shall be issued by an insurance company with a rating which is acceptable to the Department of General Services, Office of Risk and Insurance Management. CARB reserves the right to review and adjust insurance requirements as necessary during the grant term.

- e. Cyber Liability coverage, with limits not less than \$1,000,000 per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Grantee in the grant agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well.
- f. Self-insurance – **If a Contractor has elected to be self-insured it must receive approval of its self-insurance program from the DGS Office of Risk and Insurance Management (ORIM). To obtain ORIM approval Contractor must submit the following documents to ORIM.**
 1. **Workers’ Compensation** – Contractor will provide a copy of its Certificate Of Consent to Self-Insure from the Department of Industrial Relations.
 2. **All Other** - Contractor’s Risk Manager, or comparable position holder, shall provide a written description of the plan including what is covered, what is not covered, identify the financial limits of the plan and identify the source of funds for financing the plan.

Provide the firm’s most recent audited annual financial statement including all accounting letters. The report must show the firm’s owner’s equity of at least \$5,000,000 and annual profit of at least \$500,000.

Provide a signed written statement from the firm’s CPA confirming the annual net profit for each of the prior 4 years has been at least \$500,000.

Attachment 5 - IVCS D Board Goals



Spencer Brandt
DIRECTOR
PRESIDENT

Catherine Flaherty
DIRECTOR
VICE PRESIDENT

Ethan Bertrand
DIRECTOR

Jay Freeman
DIRECTOR

Marcos Aguilar
DIRECTOR

Vacant
DIRECTOR

Kirsten Deshler
DIRECTOR

The Board Goals are developed by the Isla Vista Community Services District Board of Directors in the context of the vision, mission, and values of the District.

Our Vision

A voice for Isla Vista, by Isla Vista, building the community we deserve.

Our Mission

The Isla Vista Community Services District aims to improve the resources available to the community, ensure a high quality of life and level of public safety, and provide a local voice to the people of Isla Vista. The District will work to prioritize community engagement as it delivers localized public services and maximizes the resources available to the community.

Our Values

- Community engagement and transparent decision making
- Efficient and innovative use of public tax dollars
- Pursuit of ambitious change for our community
- Social justice centered while putting people first
- Constituent service and education
- Safety, wellbeing, and enjoyment for all in Isla Vista
- Celebrating diverse perspectives and ideas

2021-2022 Board Goals

The purpose of this section is to provide management clearly defined goals from the Board of Directors in order to best align staff time towards the policy priorities of the Board.
(see next page)

GOAL	ACTIVITIES
<p>Board Goal 1: Reopen the Isla Vista Community Center Ensure that the Isla Vista Community Center is successfully reopened as an inviting and exciting space for the entire community, and that this new public resource is used strategically as a vehicle for positive cultural change.</p>	<p>1.1 Safely reopen the Isla Vista Community Center, in a manner consistent with the Public Health Order, to both District programmed events and community reservations with an interim operating/programming plan to provide for no interruption of services.</p> <p>1.2 Develop, hire, and train a new Assistant General Manager for Community Programs charged with operation of the Isla Vista Community Center.</p> <p>1.3 Develop a strong working relationship between the Isla Vista Community Center staff, County General Services, non profit service providers, and the Community Advisory Board.</p> <p>1.4 Empower the Assistant General Manager for Community Programs and Community Advisory Board to develop a strategic plan for the Community Center.</p> <p>1.5 Ensure state and local funds for a library branch in Isla Vista are fully deployed in service of Isla Vista residents.</p> <p>1.6 Develop a facilities maintenance and management system alongside the County to offer safe and enjoyable spaces for the public to gather.</p> <p>1.7 Catalogue and create a plan to fund the immediate infrastructure and equipment needs of the Community Center.</p>

<p>Board Goal 2: Reimagine Public Safety & Expand Justice in Isla Vista Provide oversight and leadership to ensure that the District’s and local law enforcement agencies’ public safety resources are used in the best interest of the District’s residents.</p>	<p>1.1 Develop and monitor a set of data metrics for the evaluation of existing District public safety programs/contracts, including in the context of racial justice.</p> <p>1.2 Continue identifying, researching, and discussing public safety issues in Isla Vista and policy options to improve service delivery. Begin implementation when possible.</p> <p>1.3 Expand awareness and utilization of the District’s public safety services and diversion efforts of local law enforcement including the restorative justice program and Stabilization/Sobering Center.</p> <p>1.4 Explore the creation of a Public Safety and Racial Justice standing committee to coordinate local efforts and assess proposals regarding safety, diversion, and law enforcement.</p> <p>1.5 Partner with the County of Santa Barbara and CSA 31 to continue implementing the Preliminary Lighting Expansion Plan and explore opportunities to instal lighting in public spaces.</p>
<p>Board Goal 3: Plan, promote, and execute events and nightlife that make social life healthier and safer Organize community stakeholders to imagine and implement regular programming for nightlife, arts, and culture.</p>	<p>1.1 Continue community input and stakeholder development efforts for a spring community festival in 2022.</p> <p>1.2 Develop safety and security plans that utilize de-escalation and early intervention strategies to reduce armed law enforcement presence during large events.</p> <p>1.3 Work collaboratively with the County of Santa Barbara, UCSB, and Isla Vista Recreation and Park District to utilize and activate public facilities, and coordinate clean-up activities.</p> <p>1.4 Develop and implement a nightlife, arts, and cultural programming plan and coordinating committee in collaboration with IVRPD, business, and community/campus organizations.</p> <p>1.5 Utilize research-backed harm-reduction strategies to make social substance use safer.</p>

<p>Board Goal 4: Community Engagement and Public Awareness of the District Commit to regular engagement and feedback from stakeholders, both within the District and in the wider community.</p>	<ul style="list-style-type: none"> 1.1 Develop a more robust email communication system and a monthly newsletter to the community. 1.2 Transform the District Website into a stronger tool that conveys our District’s full suite of services and calendar of events, promotes community participation in District activities, and ensures transparency. 1.3 Build & maintain strong relationships with community organizations, businesses, property owners/managers, and neighboring/overlapping public agencies servicing Isla Vista. . 1.4 Formally operationalize and expand the District’s social media, canvassing, and press relations efforts. 1.5 Develop a plan to live stream Board meetings officially on the District’s channels. 1.6 Develop, hire, and train a new District staff position focused on community engagement & public information. 1.7 Expand awareness and utilization of the Rental Housing Mediation Program among residents & property owners. 1.8 Promote awareness and build the user base of the See Click Fix app and Isla Vista Beautiful program. 1.9 Continue promoting COVID-19 safety guidelines and as supplies are available the distribution of the COVID-19 vaccine.
<p>Board Goal 5: Pursue Ownership of Community Facilities and Improvement of Public Infrastructure Seek to expand local control of public infrastructure in Isla Vista and improve/develop new infrastructure, from all funding sources, in line with community priorities.</p>	<ul style="list-style-type: none"> 1.1 Ensure the accumulated capital outlay reserve account is fully funded. 1.2 Take all actions necessary towards transferring ownership of 970 Embarcadero Del Mar and 976 Embarcadero Del Mar to the District. 1.3 Partner with the County of Santa Barbara and CSA 31 to continue implementing the Preliminary Lighting Expansion Plan. 1.4 Work with community stakeholders, state and federal representatives, and the County of Santa Barbara Public Works Department to identify infrastructure projects the District could

	<p>invest in with matching funds.</p> <p>1.5 Strengthen and expand the District’s Isla Vista Beautiful program to cover more areas of work, potentially including but not limited to power washing public property, phase 1 & 2 of the graffiti abatement policy, and increase public submissions of requests.</p> <p>1.6 Expand, stabilize and formalize the Isla Vista Compost Collective service by hiring permanent staff, operating the Estero Compost Pile alongside IVRPD, and growing the number of households served by 50%.</p>
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2021-2024 Board Goals

The purpose of this section is to provide management clearly defined goals from the Board of Directors in order to best align staff time towards the policy priorities of the Board.

GOAL	ACTIVITIES
<p>Board Goal 1: Increase Coordination of Public Services in Isla Vista Fully utilize the District’s suite of powers and partner with other public agencies to provide for locally controlled and oriented infrastructure, services, and programs.</p>	<p>1.1 Actively engage with the Local Agency Formation Commission’s new cross-agency and service-by-service MSR process that focuses on comprehensive service delivery in the area..</p> <p>1.2 Work with the County of Santa Barbara towards merging County Service Area 31 into the District.</p> <p>1.3 Partner with the County of Santa Barbara to provide robust code enforcement services for residents and businesses.</p> <p>1.4 Collaborate with local stakeholders to reduce waste, increase sustainability, beautify the community, and better coordinate waste disposal in Isla Vista through Isla Vista Beautiful & the Compost Collective.</p> <p>1.5 Coordinate alongside the IVRPD, businesses, student/campus organizations, and others to provide for a regular fun & safe nightlife calendar in Isla Vista.</p>

<p>Board Goal 2: Develop a Locally Controlled Land Use, Transportation, and Parking Planning Program for Isla Vista</p> <p>Ensure that the community is empowered to create and implement a plan for Isla Vista's future land use, transportation, and parking in a manner that focuses on reducing Isla Vista's carbon footprint.</p>	<p>1.1 Become more informed on the powers, duties, and operations of an Area Planning Commission and alternatives within the District's scope and assess their potential usefulness for the community and/or the District's goals.</p> <p>1.2 Become more informed on the Isla Vista Master Plan, current land use policies & issues in Isla Vista, and the topic of land use planning from a policy perspective.</p> <p>1.3 Successfully complete the Sustainable Transportation and Equity Grant and approve a Clean Mobility Plan for Isla Vista for future funding and implementation.</p> <p>1.4 Work with the County of Santa Barbara, UCSB, and community members to ensure a robust public process to revise, update, and eventually approve a community plan for Isla Vista.</p>
<p>Board Goal 3: Reimagine Public Safety and Expand Justice in Isla Vista</p> <p>Transform the delivery of public safety as a service and ensure equal justice for all Isla Vistans.</p>	<p>1.1 . Work with community groups focused on racial justice and other public agencies to develop and implement a comprehensive plan for public safety in Isla Vista, focusing on racial justice, harm reduction, mental health care, unarmed response to non-violent issues, and [anything else?].</p> <p>1.2 Expand utilization of services such as the Stabilization/Sobering Center and identify additional service/policy options to divert more Isla Vista residents away from jail.</p> <p>1.3 . Participate in or provide a means for formal community oversight and review of law enforcement agencies operating in Isla Vista.</p>

<p>Board Goal 4: Build a Stronger Community Support and encourage a more diverse, positive, and engaged community in Isla Vista.</p>	<p>1.1 Put in place programs to educate the public on civic issues and develop leadership in the community.</p> <p>1.2 Support strategies to have a larger year-round population in Isla Vista.</p> <p>1.3 Stay informed on University's housing plans and development.</p> <p>1.4 Work with community members, businesses, nonprofits, property owners to develop a more cohesive commercial district and external image for Isla Vista.</p> <p>1.5 Operate and fund regular programs and strategies that maintain contact between the District and every household, in a way that encourages public participation. .</p> <p>1.6 Collaborate with the County, IVRPD community organizations, and non profit service providers to ensure our homeless residents are provided the necessary services for dignity, and a path to permanent housing.</p>
<p>Board Goal 5: Operation/Ownership of Community Facilities and Coordinated Development of Public Infrastructure Continue to ensure public resources spent in Isla Vista on infrastructure meet local priorities and the District's facilities are meeting the diverse needs of the community.</p>	<p>1.1 Work with the County to transfer ownership of 970 & 976 Embarcadero Del Mar (Community Resource Building & Community Center) to the District.</p> <p>1.2 Fully utilize the Community Resource Building & Community Center in partnership with their wide range of stakeholders for the community's benefit.</p> <p>1.3 Develop a facilities maintenance and management system to offer safe and enjoyable spaces for the public to gather.</p> <p>1.4 Maintain and utilize strategically a fully funded maintenance/equipment reserve and capital outlay reserve.</p> <p>1.5 Stay informed and engaged on state legislation that allows for more resources to facilities and infrastructure.</p> <p>1.6 Work with the County and University to ensure infrastructure priorities outlined in respective funding plans align with community priorities, especially in the areas of transportation, lighting, and sidewalks.</p>

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