

Clean Mobility Options Voucher Pilot Program
Community Transportation Needs Assessment
Voucher Agreement
Number NA22W2A-11

This Voucher Agreement (hereinafter, "Agreement") is made and entered between the CALSTART, Inc., whose principal place of business is 48 S. Chester Avenue, Pasadena, California 91106, hereinafter referred to as "Program Administrator" and the City of Escondido, whose principal place of business is 201 N. Broadway, Escondido, CA 92025, hereinafter referred to as "Awardee".

WITNESSETH:

WHEREAS, on 04/01/2019 CALSTART executed grant agreement G17-CMDC-01 with the State of California, California Air Resources Board (CARB).

WHEREAS, CALSTART is a non-profit, public benefit corporation seeking to create quality jobs, support clean air initiatives, enhance the quality of life, especially in disadvantaged communities, and improve America's global competitiveness through the establishment of an advanced clean transportation industry.

WHEREAS, the City of Escondido, qualifies as a voucher applicant per the Implementation Manual for the Clean Mobility Options Voucher Pilot Program.

WHEREAS, CALSTART desires to contract with the City of Escondido for, and the City of Escondido desires to provide the services described in the Scope of Work, attached as Exhibit B, and made a part herein by reference.

WHEREAS, the City of Escondido represents that it is willing and able to perform the activities set forth herein.

NOW, THEREFORE, based on their mutual promises, covenants, and conditions, the parties hereby agree as follows:

CLEAN MOBILITY OPTIONS (CMO) VOUCHER PILOT PROGRAM TERMS

1. Complete Agreement

The complete Agreement between the parties shall consist of the following parts:

- Voucher Agreement (this document)
- Exhibit A: Notice of Intent to Award
- Exhibit B: Scope of Work
- Exhibit C: Project Payment Request Template
- Exhibit D: Application Submission and Attachments (Original)
- Exhibit E: Resolution/Project Approval
- Exhibit F: Conflict of Interest Declaration
- Exhibit G: Confidentiality Statement

Collectively this instrument, the exhibits and the documents incorporated by reference constitute the complete agreement between the parties.

The Awardee understands the Agreement terms are non-negotiable and agree to abide by all requirements, terms, and conditions of the CMO Voucher Pilot Program, which are contained in the Implementation Manual for the Clean Mobility Operations Voucher Pilot Program currently in effect, which can be obtained on the Internet at <https://cleanmobilityoptions.org/implementation-manual/>.

Order of Preference: In the event of any conflict in the Agreement documents, the following shall take precedence:

- 1) this Agreement and future amendments thereto
- 2) Other exhibits to this Agreement.

Under no circumstances shall the Awardee's final plans and specifications relieve the Awardees of any requirement contained in the Agreement unless the Program Administrator has expressly agreed, in writing, to waive the requirement.

2. Voucher Acknowledgement

This Agreement is funded in whole or in part by a California Air Resources Board (CARB) grant to the Program Administrator under the California Climate Investment (CCI) program. As such, the Awardee, and its sub-Awardees shall fully comply with all applicable grant rules, regulations, and requirements outlined in the Agreement.

3. Voucher Summary and Contact Information

Project Title: **Community Transportation Needs Assessment**

Total Funding: **\$100,000**

Project Lead (Awardee): **City of Escondido**

Main Contact: **Edd Alberto**

Title: **City Traffic Engineer**
Address: **201 N. Broadway, Escondido, CA 92025**
Phone: **760-839-4541**
Authorized Official: **Dane White**
Title: **Mayor**

4. Agreement Term

- A. The term of this Agreement shall commence after the Agreement is fully executed, with an effective date of **August 16, 2023**, and shall end on **August 15, 2024** unless sooner terminated as provided for in Article 12 herein or amended by mutual written agreement of both Parties.

5. Performance and Reporting Requirements

- A. The Awardee shall submit at least one bi-annual status report during the voucher agreement term and an end-of-year project Final Report shall be submitted within 30 calendar days before the project completion or voucher agreement end date, whichever occurs sooner. The Program Administrator reserves the right to review, comment, and request changes to any report produced as a result of this Agreement and the Awardee agrees to make the changes requested.
- B. The Awardee warrants that it will exercise due care and diligence in the performance of work and the work shall be fully and finally completed in accordance with this Agreement subject to the Program Administrator's final approval which the Program Administrator will not unreasonably withhold. Any costs incurred due to the failure to meet the foregoing standard or correct otherwise defective work that requires re-performance of the work, as directed by the Program Administrator, shall be the responsibility of the Awardee and not the Program Administrator. In the event the Awardee fails to perform in accordance with the above standard:
- i. The Awardee will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of the Program Administrator. Any work re-performed pursuant to this Clause shall be completed within the time limitations originally set forth for the specific task involved. The Awardee must meet the task deadline at no additional cost to the Program Administrator.
 - ii. The Program Administrator may, at its own discretion, provide a new schedule for the re-performance of any task pursuant to this paragraph in the event the re-performance of a task within the original time limitations is not feasible.
- C. The Program Administrator has the option to direct the Awardee not to re-perform any task which was not performed to the reasonable satisfaction of the Program Administrator pursuant to (i) and (ii) above. In the event the Program Administrator directs the Awardee not to re-perform a task, the Program

Administrator and the Awardee shall negotiate a reasonable settlement for satisfactory work performed. Any previous payments made by the Program Administrator shall not be considered a waiver of the Program Administrator's right to reimbursement.

6. Outreach, Communication and Participation

- A. Awardees must ensure that key documents, platforms, and customer services are available in commonly-spoken languages in the project area, as determined through census data and community engagement. Key resources to be provided in commonly-spoken languages may include, but are not limited to:
 - a. End user terms and conditions of service
 - b. Privacy policies
 - c. User manuals
 - d. Mobile software applications
 - e. Outreach and marketing materials
 - f. Customer service materials
- B. The Awardee agrees to conduct all community outreach and education events as specified in Exhibit B in accordance with stipulations set forth in the Implementation Manual.
- C. The Awardee agrees to follow instructions outlined in the [CMO Awardee General Branding and Communications Toolkit](#) when publicly communicating about the program, including displaying the CMO Program logo, the CCI logo and the California Energy Commission (CEC) logo on all outreach and education materials. The Awardee agrees to acknowledge the CCI program as a funding source 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 using the program funding language provided in the CMO Awardee General Branding and Communications Toolkit.
- D. The Awardee understands and agrees that all outreach materials, project websites, press releases and press events must receive prior approval from the Program Administrator.
- E. The Awardee understands and agrees that the Program Administrator may use the Awardee organization name, the Awardee partner organization names, and any descriptive language and/or branding and imagery used in the application and/or in the execution of the voucher during CMO program activities and events for use in educational or promotional materials in print, multimedia, or web form. Language, branding, imagery, and/or photos and videos will only be used for purposes related to the CMO program.
- F. The Awardee understands and agrees to participate in Clean Mobility Equity Alliance (CMEA) events, training, and meetings as required by the Program

Administrator or CARB.

- G. The Awardee understands and agrees to coordinate with other CARB's Low Carbon Transportation Investment Projects, including the Access Clean California Project, STEP, and CMIS.

7. Budget and Voucher Payments for Cost-Based Payments

A. Budget Amount

In accordance with the actual costs summarized in the Budget Categories in Exhibit B, the Awardee will be paid a total amount not to exceed **One Hundred Thousand Dollars** and 00/100 dollars (\$100,000).

B. Voucher Payments

- a. Payment requests shall be submitted for actual costs incurred in accordance with the policies and requirements described in the Implementation Manual and will be contingent upon the availability of funds received from the CARB)
- b. In the event funds are not available, CALSTART shall have no liability to pay any funds whatsoever to the Awardee or to provide any other considerations under this agreement. CALSTART will pay the Awardee within 10 days after CALSTART receives payment of invoices submitted from CARB.
- c. Payments made under the Agreement will be subject to the approval of status reports and shall clearly summarize actual costs to be reimbursed in accordance with Budget Categories in Exhibit B. Costs billed that exceed Budget Categories (Direct Labor, Travel, Indirect Costs, etc.) will not be paid until a budget amendment is submitted and approved. Billings will be submitted no less than quarterly, but no more than monthly in a format consistent with the Payment Request form (Microsoft Excel file format) that will be furnished.
- d. All costs submitted for reimbursement must be supported by sufficient relevant documentation:
 - i. Personal Costs: Each staff position billed will be listed individually to include the name, title, number of hours worked, and hourly rate. Labor hours billed will be supported by time records and documentation will be submitted supporting actual hourly labor rates. Payroll registers and/or other third-party documents supporting actual payroll will be provided upon request.

- ii. Travel Costs:
 - 1. The Awardee headquarters shall be considered the location of the Awardee's office where the employees' assigned responsibilities for this award are permanently assigned.
 - 2. Travel costs submitted for reimbursement will be itemized on a listing providing information about the date traveled; origin and destination; individuals traveling; and purpose of business travel.
 - 3. All travel costs billed will be supported by itemized receipts and/or invoices.
 - 4. Travel costs reimbursed will be limited to the maximum per diem amounts set by the California Department of Human Resources (CalHR) at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.
- iii. All other direct costs, including Subcontractor costs, shall be itemized on the invoice and supported by sufficient relevant documentation such as a vendor invoice, receipt or other pertinent third-party provided documentation verifying amounts billed and/or reported as matching cost. Purchases exceeding \$2,500 not in the original budget must be pre-approved in writing. Copies of cancelled checks will be supplied upon request.
- e. Applicable non-labor rates used for billing purposes, including, but not limited to, fringe benefit, overhead and G&A rates, will be supported by the methodology in which the rates are derived and applied. An approved cost rate agreement negotiated with a Federal cognizant agency or the Federal de minimis rate used in accordance with § 200.414(f) of 2 CFR 200 will suffice.
- f. The following costs are not allowable under any circumstances:
 - i. Food and alcoholic beverages
 - ii. Childcare
 - iii. Bonding costs
 - iv. Fines and penalties
 - v. Litigation and other legal costs
- g. The Program Administrator will disallow payment of costs not supported by sufficient relevant documentation. The Awardee shall bear all costs and expenses incurred that are not in accordance with the term and conditions of this Agreement, unless the Program Administrator, in consultation with CARB, determines otherwise. The Awardee shall not request payment for

ineligible costs (see f above).

- h. The Awardee shall maintain records, documents, and other evidence supporting all allowable costs incurred or anticipated applicable credits, and the receipt, use, and disposition of government or CALSTART property coming into the possession of the Awardee under this Agreement. The accounting system employed by the Awardee shall be in accordance with generally accepted accounting principles and best business practices, consistently applied.
- i. Upon completion or termination of the Agreement, the Awardee shall submit the final invoice (if any) no later than thirty (30) days after such completion or termination date. The invoice shall be clearly marked as "FINAL" and prepared as indicated above.
- j. Each invoice must provide the agreement number, period covered by invoice, and the Awardee's Employer Identification Number and submitted via email to accounting@cleanmobilityoptions.org, or U.S. Postal Service using the following address:

Attention: Clean Mobility Options
CALSTART, Inc.
48 S Chester Avenue
Pasadena, CA 91106

- D. The Awardee agrees and understands to prohibit using voucher funds to aid or support a sectarian purpose pursuant to California Constitution, article XVI, section 5. The Awardee also agrees to prohibit from using voucher funds to aid or support a sectarian or denominational school or any school not under the exclusive control of the officers of the public schools pursuant to California Constitution, article IX, section 8. CARB and the Program Administrator reserve the right to obtain additional information from applicants and voucher Awardees to determine compliance with California Constitution, article XVI, section 5 and article IX, section 8. Failure to provide any requested information may result in denial of funding.

8. Suspension of Payments and Early Agreement Termination

- A. The Program Administrator reserves the right to issue a suspension order in the event that a dispute should arise. If issued, a suspension order will be in effect until the dispute has been resolved or the Voucher Agreement has been terminated.
- B. In the event the Awardee chooses to continue to work on the project after a suspension order has been issued the Awardee will not be paid for completed milestones during the suspension if the Program Administrator terminates the Awardee's Voucher Agreement.

- C. If CARB rescinds the suspension order and does not terminate the Awardee's Voucher Agreement, the Program Administrator will pay completed milestones during the suspension that are payable in accordance with the terms of the Awardee's Voucher Agreement.
- D. In accordance with Termination provisions (under the Voucher Agreement General Provisions, below), the Program Administrator reserves the right to terminate the Voucher Agreement upon 30 calendar days written notice to Awardee. Upon termination, all remaining funds must be immediately returned to the Program Administrator.

9. Oversight and Accountability

- A. The Awardee shall comply with all oversight responsibilities set forth in the Implementation Manual.
- B. If the Awardee detects any actual or potentially fraudulent activity by a member of its project team, the Awardee shall notify CARB and the Program Administrator as soon as possible and work with the Program Administrator to determine an appropriate course of action.
- C. In the event that CARB determines that recouping grant funds is necessary due to falsification, misspending, misinformation, misappropriation, fraud, negligence, non-compliance with program requirements or applicable laws, or other related circumstances by the Awardee or its subawardees or subcontractors, the Awardee agrees to return all grant funds requested, including any interest earned, within sixty (60) days of written notification from CARB. In addition, CARB may seek other remedies available by law. CARB may also retain the authority to prohibit the entity from participating in CMO Voucher Pilot Programs due to non-compliance with the program requirements.

10. Modification to Agreement

Any modification to this Agreement must be mutually agreed upon and in writing before it is effective. Any action taken by the Awardee that is not within scope of the Agreement without authorized modification to this Agreement is deemed not authorized and Program Administrator may prohibit such costs from being claimed as reimbursable hereunder.

11. Change of Business

Change in Business – The Awardee shall promptly notify Program Administrator of the occurrence of each of the following:

- A. A change of address.
- B. A change in the business name or ownership.

- C. The existence of any litigation or other legal proceeding affecting the project.
- D. The occurrence of any casualty or other loss to project personnel, equipment, or third parties of a type commonly covered by insurance.
- E. Receipt of notice of any claim or potential claim against the Awardee for a patent, copyright, trademark, service mark, and/or trade secret infringement that could affect the Program Administrator, and/or CARB's rights.

The Awardee shall not change or reorganize the type of business entity under which it does business except upon prior written notification to the Program Administrator. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. In the event the Program Administrator is not satisfied that the new entity can perform as the original Awardee, the Program Administrator may terminate this Agreement as provided in Article 12.

12. Notices and Contract Representatives

All notices that are required under this Contract shall be provided in the manner set forth herein unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by email, U.S. Mail, express, certified, return receipt requested, or a nationally recognized overnight courier service. In the case of email communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. Email communications shall be deemed to have been received on the date of such transmission, provided such date was a business day (Tuesday-Friday) and delivered prior to 5:30 pm Pacific Standard Time. Otherwise, receipt of email communications shall be deemed to have occurred on the following business day. In the case of U.S. Mail notice, notice shall be deemed to be received when delivered or five (5) business days after deposit in the U.S. Mail. In the case of a nationally recognized overnight courier service, notice shall be deemed received when delivered (written receipt of delivery).

City of Escondido

Julie Procopio
City Engineer
201 N. Broadway
Escondido, CA 92025
jprocopio@escondido.org

CALSTART, Inc.
Piero Stillitano
Chief Financial Officer
48 South Chester Avenue
Pasadena, CA 91106

pstillitano@calstart.org

13. Insurance Requirements

The Awardee shall comply with all insurance requirements as outlined in the Implementation Manual, providing evidence of required coverages upon agreement execution and upon request thereafter. After the voucher is awarded, failure to provide the certificate within 60 days from the voucher execution date may result in the termination of the Agreement. No work shall begin, and no payments will be made under the Agreement until the Awardee fully complies with all applicable insurance requirements and sufficient evidence of coverage, such as a certificate of insurance, is provided.

The Awardee is responsible to submit evidence of insurance annually, or upon request, until the end of the Agreement term.

14. Representations and Certifications

- A. The Awardee has, and will have, full authority to execute this Agreement; and to provide the Services that it agrees to provide under this Agreement according to the terms set forth herein.
- B. The Awardee is either a public agency, non-profit organization, or tribal government consistent with applicant eligibility as defined in the Implementation Manual.
- C. This Agreement is legally valid, binding and enforceable against both parties.
- D. The Awardee personnel will comply with all applicable laws, rules and regulations governing the performance of each of their respective obligations under this Agreement and shall maintain, requisite licenses, registrations, approvals and exemptions required to perform obligations under this Agreement.
- E. The Awardee will ensure that all its personnel will comply with its obligations under this Agreement in a timely fashion, consistent with best practices in the industry.
- F. The Awardee certifies that there is no material threatened or pending legal proceeding or government action to which it is a party or to which any of its property is subject, which could materially and adversely affect its ability to enter into this Agreement and/or perform all of its obligations hereunder.
- G. The Awardee will ensure that the Awardee personnel have appropriate experience, qualifications and expertise to perform the Services according to Exhibit B.
- H. The Awardee will ensure that the equipment, materials and products provided will

not infringe on any patent, license or other intellectual property.

15. Intellectual Property Rights:

Any webpage(s), software, databases, program data, or other intellectual property developed or purchased by the Awardee for the purposes of administering or implementing the project under the Clean Mobility Voucher Pilot Program, are the property of CARB. However, that Awardee shall have an unencumbered, royalty-free, perpetual license to use any such information, data, documents, and intellectual property for all government purposes with prior approval by CARB. No information, data, documents, or intellectual property received, generated, or developed exclusively for the Agreement during the Agreement Term shall be released to the public without CARB's approval.

16. Confidentiality and Data Security

- A. In addition to the confidentiality obligations set forth in Exhibit G and the Implementation Manual, it is expressly understood and agreed that information the Awardee obtains on behalf of the Program Administrator in performing its obligations under the Agreement may be deemed confidential by the Program Administrator, and therefore, the Awardee agrees to:
 - a. Treat and protect information or data, including but not limited to all participant records and supporting documentation that personally identifies or describes an individual or individuals as confidential in accordance with California Information Practices Act (California Civil Code Sections 1798, et seq.) and other relevant State or Federal statutes and regulations.
 - b. Observe complete confidentiality with respect to such information or data collected pursuant to the Agreement, including without limitation, agreeing not to disclose or otherwise permit access to such information by any other person or entity in any manner whatsoever unless such disclosure is required by law or legal process.
 - c. Ensure that the Awardee'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.
 - d. Limit access to information and data gathered pursuant to this Agreement only to necessary employees to perform their duties.
 - e. Notify the Program Administrator immediately and in writing of the circumstances surrounding any possession, use, or knowledge of such information or any part thereof by any person or entity other than those

authorized by this section.

- f. Store all records in a secure and safe storage facility that maintains confidentiality and provides fire and natural disaster protection.
- g. Retain files during the term of the Agreement plus three years and do not transmit to any outside entity during this time except as otherwise approved by CARB.
- h. Transfer all project records to CARB or the Program Administrator at the end of the three-year window described (g) above unless otherwise instructed by CARB.
- i. Not use any data or information obtained as part of the Agreement in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration without CARB's written consent.
- j. If the Awardee believes disclosure of a confidential record may be required under the California Public Records Act (California Government Code Section 6250 et seq.) or other law, the Awardee shall give CARB at least fourteen (14) calendar days written notice prior to any planned disclosure. The Awardee shall cooperate with and not object to CARB seeking a court order preventing disclosure should CARB in its sole discretion decide to do so.

17. General Provisions:

- A. Amendment: No amendment or variation of the terms of the 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 Agreement is binding on any of the parties.
- B. Assignment: The Agreement is not assignable by the Awardee, either in whole or part, without the consent of CARB and the Program Administrator.
- C. Availability of funds: CARB's and the Program Administrator's obligations under the Agreement are contingent upon the availability of funds. In the event funds are not available, the Program Administrator and the State shall have no liability to pay any funds whatsoever to the applicant or to furnish any other considerations under the Agreement.
- D. Audits: The Awardee agrees that CARB, CEC, the Department of General Services, the 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 the Awardee and all State funds received. The Awardee agrees to maintain such records for

possible audit for a minimum of three years after the term of the Agreement is completed unless a longer period of records retention is agreed to in writing by the Program Administrator and the Awardee. The Awardee agrees to allow auditor 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, the Awardee agrees to include a similar right of the State to audit records and interview staff in any of the Awardees related to the performance of the agreement.

- E. Awardee's responsibility for work: The Awardee 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 Awardee 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. Neither the State nor the Program Administrator will mediate disputes between the Awardee and any other entity concerning responsibility for the performance of work. The Awardee shall only distribute CMO voucher funds on a reimbursement basis and shall not use voucher funds for advance payments to contractors, subcontractors, service providers, suppliers, subgrantees, or other third parties.
- F. Compliance with laws, regulations, etc.: The Awardee 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 of the Agreement.
- G. Computer software: The Awardee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of the Agreement for the acquisition, operation, or maintenance of computer software violation of copyright laws.
- H. Confidentiality: No record designated as confidential by CARB, CEC and/or the Program Administrator or the subject of a pending application of confidentiality shall be disclosed by the Awardee.
- I. Conflict of Interest: The Awardee certifies that it complies with applicable State and/or federal conflict of interest laws. The Awardee may have no interest, and shall not acquire any interest, direct or indirect, which will conflict with its ability to impartially complete the tasks described in the Agreement. The Awardee must disclose any direct or indirect financial interest or situation that may pose an actual, apparent, or potential conflict of interest with its duties throughout the Agreement term. The Program Administrator may consider the nature and extent of any actual, apparent, or potential conflict of interest in the Awardee's ability to perform the project. The Awardee must immediately advise the Program Administrator in writing of any potential new conflicts of interest throughout the Agreement term.

- J. Damages of breach affecting tax exempt status: In the event that any breach of any of the provisions of the Agreement by the Awardee shall result in the loss of tax-exempt status for any State bonds, the Awardee shall immediately reimburse the State in an amount equal to any damages paid by or loss incurred by the State due to such breach.
- K. Dispute: The Awardee shall continue with the responsibilities under the Agreement during any dispute. The Awardee may work in good faith with CARB and the Program Administrator to resolve any disagreements or conflicts arising from the implementation of the Agreement. However, any disagreement that cannot be resolved at the management level within 30 calendar 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 rights or remedies that the parties may have under the law.
- L. Environmental justice: In the performance of the Agreement, the Awardee 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.
- M. Fiscal management systems and accounting standards: The Awardee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit the tracing of awardee funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or the Agreement. Unless otherwise prohibited by State or local law, the Awardee further agrees that it will maintain separate project accounts in accordance with generally accepted accounting principles.
- N. Force majeure: The Awardee shall not be excused from their obligations under the Agreement except in the case of Force Majeure events (as detailed below) and as otherwise provided for in the Agreement. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance. The Awardee shall not be liable for delays in delivery or performance due to acts of God, a Force Majeure event of other the Awardees or vendors, acts of the Program Administrator, acts of civil or military authority/unrest, Government priority, strike or other labor disturbance, weather events, epidemic, war, riot or other Force Majeure events. The Awardee will notify the Program Administrator promptly of any material delay excused by this article and will specify the revised schedule of deliverables as soon as practicable.

In the event of any such delay, there will be no termination of the Agreement and the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay. If the delay excused by this article extends for more than 60 days and the parties have not agreed upon a revised basis for

continuing the work at the end of the delay, including adjustment of the price, then either party (except where delay is attributable to the Program Administrator, in which event only Awardee), upon a 30-calendar day written notice, may terminate the unexecuted portion of the Services and such termination would be considered a termination for convenience.

- O. Governing law and venue: The Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. The Program Administrator and the Awardee hereby agree that any action arising out of the 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 Awardee hereby waives any existing sovereign immunity for the purposes of the Agreement.
- P. Indemnification: The Awardee agrees to indemnify, defend and hold harmless the State, the Program Administrator, CEC, CARB and their 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 an the Awardee or its subcontractors or subgrantees, and out of the operation of equipment that is purchased with voucher funds from this program.
- Q. Independent contractor: The Awardee, and its agents and employees, if any, in their performance of the Agreement, shall act in an independent capacity and not as officers, employees or agents of CARB, CEC or the Program Administrator.
- R. Nondiscrimination: During the performance of the Agreement, the Awardee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, sexual orientation, medical condition, marital status, age (over 40) or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Awardee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.
- S. No third-party rights: The parties to the Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of the Agreement, or of any duty, covenant, obligation or undertaking established herein.
- T. Ownership: All information, data, documents, and intellectual property developed exclusively for the CMO Agreement and during the agreement term is the property of CARB and/or the CEC, however, that Awardee shall have an unencumbered, royalty-free, perpetual license to use any such information, data, documents, and intellectual property for all government purposes with prior approval by CARB. No information, data, documents, or intellectual property received, generated, or developed exclusively for the CMO Agreement during the Agreement Term shall be released to the public without CARB's approval.

- U. Personally Identifiable Information: Information or data, including but not limited to all records and supporting documentation 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 Awardee agrees to safeguard all such information or data which comes into their possession under the Agreement in perpetuity, and shall not release or publish any such information, data, or records.
- V. Prevailing wages and labor compliance: If applicable, the Awardee agrees to be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages. If applicable, the Awardee shall monitor all agreements subject to payment from the Agreement to ensure that the prevailing wage provisions of State Labor Code Section 1771 are being met.
- W. Severability: If a court of competent jurisdiction holds any provision of the 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.
- X. Termination: The Program Administrator may terminate the Voucher Agreement upon 30 calendar days written notice to the Awardee at any time prior to completion of the agreement upon violation by the Awardee of any material provision after such violation has been called to the attention of the Awardee and after failure of the Awardee to bring itself into compliance with the provisions of the Voucher Agreement. The Program Administrator also reserves the right to terminate the Voucher Agreement upon 30 calendar days written notice to Awardee if the Program Administrator determines that the project has not progressed satisfactorily during the previous three months and the Awardee and the Program Administrator have been unable to agree on modifications. Upon termination, the Awardee must immediately return unused funds to the Program Administrator.
- Y. Timeliness - Time is of the essence in the Agreement. The Awardee agrees to proceed with and complete the project in an expeditious manner.
- Z. Waiver of rights: Any waiver of rights with respect to a default or other matter arising under the Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in the Agreement are in addition to any other rights and remedies provided by law.
- AA. Russian sanctions: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to

terminate contracts or grants with, and to refrain from entering into any new contracts or grants with, individuals or entities that are determined to be a target of Economic Sanctions.

- a. The Awardee represents by signing this Agreement that the Awardee is not a target of economic sanctions imposed in response to Russia's actions in Ukraine by the United States government or the State of California. The Awardee is required to comply with the federal economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf> and the sanctions identified on the United States Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). The Awardee is also required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all Recipients with one or more agreements with the State of California with an aggregated value of Five Million Dollars (\$5,000,000) or more. Notwithstanding any other provision in this Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in immediate termination of this Agreement, at the sole discretion of CARB.

18. Entire Contract

This Contract and all Exhibits hereto and any documents incorporated by reference represents the entire agreement between the parties hereto related to the Awardee providing services to the Program Administrator and there are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the party against whom enforcement of such waiver, alteration, or modification is sought.

19. Authority

The signatory hereto represents and warrants that they are authorized and empowered and have the legal capacity to execute this Agreement and to legally bind the Awardee both in an operational and financial capacity and that the requirements and obligations under this Contract are legally enforceable and binding on the Awardee.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the date first written below.

CALSTART, Inc.	City of Escondido:
By: _____ (Signature)	By: _____ (Authorized Signer Signature)
Name: <u>Piero Stillitano</u> (Print Name)	Name: <u>Dane White</u> (Print Name)
Title: <u>Chief Financial Officer</u> (Print Title)	Title: <u>Mayor</u> (Print Title)
Date: _____	Date: _____

Eddmond Alberto

From: Matthew Anderson
Sent: Tuesday, February 21, 2023 7:16 AM
To: Eddmond Alberto; Julie Procopio
Subject: FW: Notice of Intent to Award & Voucher Execution Checklist - A-11 (City of Escondido)
Attachments: CMO Conflict of Interest Form.pdf; CMO Confidentiality Statement .pdf

Congratulations, team! We have been chosen for funding for the full \$100,000 for our Community Transportation Needs Assessment!

Katie Smet (from CMO) will reach out in the next couple weeks to schedule an information session about the next steps. We will have until August 16 (6 months) to return a draft Scope of Work, signed Resolution, and Certificate of Insurance covering anyone who works on the project. I'm sure we will go over details during the Information Session.

Happy Tuesday,



Matthew Anderson
Management Analyst II - Grant Writer
Finance | City of Escondido
Direct: 760-839-4863 | Finance: 760-839-4676
www.escondido.org

From: Clean Mobility Options <admin@cleanmobilityoptions.org>
Sent: Friday, February 17, 2023 4:17 PM
To: Matthew Anderson <manderson@escondido.org>
Cc: Katie Smet <ksmet@calstart.org>
Subject: [EXT] Notice of Intent to Award & Voucher Execution Checklist - A-11 (City of Escondido)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender email address AND know the content is safe.

You don't often get email from admin@cleanmobilityoptions.org. [Learn why this is important](#)

NOTICE OF INTENT TO AWARD & VOUCHER EXECUTION CHECKLIST: COMMUNITY TRANSPORTATION NEEDS ASSESSMENT

Dear Matthew Anderson,

Congratulations! This email serves as your **NOTICE OF INTENT TO AWARD** for your **2023 Community Transportation Needs Assessment for the Clean Mobility Options Voucher Pilot Program**. **Funding for your voucher has been reserved, as referenced below:**

Application #	NA22W2A-11
Lead Applicant	City of Escondido

Funds Reserved	\$100,000
----------------	-----------

VOUCHER EXECUTION DEADLINE: Pursuant to CMO program guidelines, you have 180 days from the date of this Notice of Intent to Award, or until **August 16, 2023**, to execute your Voucher Agreement. To meet this deadline, please provide us with the documents listed in the **Voucher Execution Checklist at the bottom of this email**.

SUBMISSION OF DOCUMENTS: Please submit all required Voucher Execution Checklist documents to admin@cleanmobilityoptions.org or CALSTART, Attn: Clean Mobility Options, 48 So. Chester Avenue, Pasadena, CA 91106.

TIMELINE & ASSISTANCE: Our team will work with you to execute your voucher during the next three months. Katie Smet from our TA team, cc'd on this message, will contact you within the next two weeks to schedule an information session to assist you with gathering the Voucher Execution Checklist documents and complying with CMO insurance requirements. In the meantime, if you have questions about the voucher execution process and this request, please reach out to Katie Smet at ksmet@calstart.org.

NEXT STEPS & VOUCHER EXECUTION: After the Program Administrator has received, reviewed, and approved your Voucher Execution Checklist documents, we will assemble your Voucher Agreement package for your e-signature. The following supporting documents are attached for your review and will be assembled in your packaged Voucher Agreement for your e-signature:

- Attachment 1: Conflict of Interest Declaration
- Attachment 2: Confidentiality Statement

Once your voucher agreement has been executed, you will commence with program onboarding and will be assigned a Cohort Facilitator to help guide you in starting your Needs Assessment. Resources to help with the execution of your Needs Assessment can be found in the Needs Assessment Implementation Toolkit [found here](#).

IMPORTANT: The Voucher Agreement must be executed (signed by both parties) AND your insurance must be DEEMED compliant for you to commence work that is reimbursable from the funds in your Community Transportation Needs Transportation Assessment Voucher.

Again, congratulations on your award! We are excited to work with you on your Needs Assessment Project!

Sincerely,
Clean Mobility Options Program Administrator

Attachments:

1. Conflict of Interest Declaration
2. Confidentiality Statement

VOUCHER EXECUTION CHECKLIST		
City of Escondido		
Please Submit the Required Documents BEFORE VOUCHER EXECUTION to admin@cleanmobilityoptions.org		
#	REQUIRED DOCUMENT	DESCRIPTION OF REQUIREMENTS

1	CERTIFICATE OF INSURANCE	<p>Please submit a Certificate of Insurance for the Project Lead and all sub-applicants, sub-contractors, and partner entities who will be working on the project in a paid, non-paid, volunteer pursuant to CMO Insurance Requirements outlined in the Implementation Manual (Sections X.1).</p> <p><i>Insurance requirements will be covered in the information session. Sample Certificates of Insurance are available upon request.</i></p>
2	SCOPE OF WORK	<p>Please complete and submit a draft Scope of Work. The Program Administrator team will provide a Scope of Work TEMPLATE after the information session for you to complete. The budget and milestones per the Scope of Work will be used to help you meet CMO program milestones and to help you think about the timing and sequence of the project milestones needed for a successful project. The Scope of Work will be included in your voucher agreement to track progress. Modify the template as needed.</p> <p><i>The Program Administrator team will go over the Scope of Work with you in the information session and will assist you with refining the Scope of Work to include in your voucher agreement.</i></p> <p><i>Submission Format: Word preferred.</i></p>
3	APPROVED RESOLUTION	<p>Please provide an approved resolution or documentation of approval of the project from the governing board that will commit the lead agency or organization to comply with the following:</p> <ol style="list-style-type: none"> 1. To comply with the requirements of the program; 2. To accept the voucher funds; and 3. To allocate any funding that the awardee has committed to be part of the project application. <p><i>Sample resolutions are available upon request and will be covered in the information session.</i></p>



EXHIBIT B

Scope of Work

CLEAN MOBILITY OPTIONS (CMO) TRANSPORTATION NEEDS ASSESSMENT

The City of Escondido ("City") shall contract with Fehr & Peers ("Consultant") to complete the Community Transportation Needs Assessment ("Project"). Services provided by Consultant relating to the Project shall be as described herein.

Task 1. Transportation Access and Data Analysis for Clean Mobility Options Transportation Needs Assessment

Task 1.1 Transportation Access Data Analysis

Consultant will collect and analysis transportation access data included in the *Clean Mobility Options Voucher Pilot Program Data Collection Guide for the Community Transportation Needs Assessment*. The following resources will be used: Google Maps, US Census Data, Census on the Map data, EPA Walkability Index, AllTransit, H+T Index, Collision Data (TIMS), People for Bikes Bicycle Network Analysis, and up to three (3) additional data sources as supplementary information. The data will be analyzed to provide a planning level assessment of transportation conditions in Escondido. The results of the data analysis will be summarized in the Transportation Needs Assessment and provide on maps (as applicable).

Task 1.2 Key Characteristics and Indicators

Consultant will use data from Task 3.1 and community input provided in Task 2 to document key characteristics and transportation access challenges using the Clean Mobility Options Needs Assessment Implementation Toolkit and sample assessments provided on the Clean Mobility Options websites as guides.

Task	Deliverable
1.1	<i>Transportation Access Data Analysis</i>
1.2	<i>Key Characteristics and Indicators</i>

Task 2. Community Engagement to Determine Gaps, Needs, and Preferences

Task 2.1 Stakeholder Working Group Development

Consultant will work with the City to organize and develop an internal Technical Working Group and external Stakeholder Working Groups. The Technical Working Group will likely include City staff from Traffic Engineering, Planning, Parks and Recreation, Escondido Police Department, Information Systems (GIS), Economic Development and Communications. External Stakeholder Working Group members will likely consist of community leaders and local organizations who have interest in the development of transportation options in the City, such as Escondido Union School District, Escondido Union High School District, the members of the Transportation and Community Safety Commission, Planning Commission, North County Transit District, MTS, Escondido Senior Service Council, VisitEscondido, Chamber of Commerce, Downtown Business

Association, Escondido bicycling or walking organizations, the ADA community, and local business associations, among others. Consultant will share information on various phases of the Project and solicit feedback as appropriate.

Task 2.2 Stakeholder Working Group Meetings for Clean Mobility Options Transportation Needs Assessment

Consultant will conduct one (1) meeting with the internal Technical Working Group and one (1) meeting with the external Stakeholder Working Group during phase 1, focusing on transportation needs assessment.

Task 2.3 Outreach Framework

The consultant will develop an Outreach Framework outlining the selected approach to community outreach throughout the Project. The report will detail key outreach events, timelines, social and traditional media engagement opportunities, and language/translation needs, among other elements. The Framework will incorporate the Clean Mobility Options Needs Assessment Implementation Toolkit materials. All outreach products will be presented in English and Spanish.

Task 2.4 Branding, Project Webpage, and Social Media

The consultant will work with City communications staff to develop a branding effort related to the Project. Consultant will implement a webpage using Social Pinpoint (or equivalent) and social media (Facebook, Instagram, and one other platform, to be determined in consultation with City staff) presence for the Clean Mobility Options Needs Assessment (and will also be utilized for the CATS). The City will host the Project webpage on its City webpage, and will work with the consultant to develop, refine, and post content. The website will be updated at least quarterly during the CMO process.

The Project webpage will include core project information regarding the plan, updates on upcoming meetings, status of the project, and draft materials. The Project webpage will serve as an opportunity for continuous engagement from the public and a tool for obtaining feedback outside of community meetings. The webpage will feature links to Project deliverables and Project outreach elements (surveys, comment forms, etc.), and will feature a web-mapping application, where users can identify transportation challenges and desired transportation options within the City. All webpage materials will be translated into English and Spanish. Project webpage design will be done in a color scheme that are accessible to people with visual disabilities, such as color blindness and project materials will be able to be read by accessibility programs to accommodate people with blindness and low vision.

An online survey will also be available on the Project website, and will be developed using the Clean Mobility Options Needs Assessment Implementation Toolkit materials.

Task 2.5 Public Workshops for Clean Mobility Options

The Project will feature a hybrid of traditional public workshops and web-based input. The outreach for the Clean Mobility Options will focus on two phases: (1) soliciting feedback on transportation challenges/opportunities and (2) recommended transportation improvements (and potential CMO pilot project).

Note that the feedback gained during these phases will be utilized for the CATS and Mobility Element Update as discussed in Task 6.

The following methods will be used for the public outreach:

- Community Conversations: Consultant will host one “Community Conversation” per phase (2 total for the CMO) in order to gain feedback and input from Escondido residents and stakeholders. The “Community Conversation” will be hosted at locations known to attract community members – meeting the community where they are at. VCC will leverage their experience leading Resident Leadership Academy (RLA) groups and collaborating with organizations such as the American Heart Association, North County Sierra Club, and the Escondido Community Housing Coalition. The “Community Conversations” will be advertised and promoted by utilizing VCC community connections with the VCC facilitated Healthy Escondido Coalition, WhatsApp Escondido resident group and the Healthy Escondido Coalition social media page (IG: @healthyescondidocoalition). VCC has experience creating and distributing bilingual materials and facilitating community forums, meetings and trainings which will ensure the “Community Conversations” reach a wider audience.
 - The conversations will start with a brief PowerPoint presentation and focus on providing interactive activities for participants to engage in.
 - These conversations will be in-person and will feature printed maps and analog based activities (using post-it notes, drawing on maps, filling out comment cards) to solicit input on transportation needs and improvements.
- Virtual Public Meeting – The Consultant will conduct one virtual meeting as part of the CMO outreach. The meeting will consist of a presentation and orientation to using the interactive map (and other outreach tools) on the website.

Workshops will be advertised using the multimedia approach outlined in the Outreach Framework, and will feature bi-lingual materials.

Task 2.6 Ongoing Community Events

The consultant will present the Project at two ongoing community events as part of the CMO to solicit feedback on transportation needs and potential improvements. The materials that will be used (in conjunction with the outreach for the CATS/Mobility Element) are:

- Passive display (free standing banner stand) with overview information about the plan and QR code to the website.
- Flyers with overview information about the plan, engagement opportunities, and the QR code to the website.
- Small tchotchkes to hand out such as pens with the Project logo, bike keychain, etc.

Task	Deliverable
2.1	<i>Technical Working Group and Stakeholder Working Groups list of contacts</i>
2.2	<i>Stakeholder Working Group meeting coordination and minutes</i>
2.3	<i>Draft and Final Outreach Framework</i>
2.4	<i>Project Logo/Color Palette (3 Options), Memorandum, Report, PowerPoint, Flyer templates, Project Website using Social Pinpoint, Social Media Strategy</i>
2.5	<i>In-Person Community Conversations: Meeting Notice, Agenda, PowerPoint, Analog Meeting Activities, Comment Cards, and Meeting Summary (Including Photos of the Event)</i>

	<i>for two (2) meetings) Virtual Public Meetings: Meeting Notice, Agenda, PowerPoint and Meeting Summary for one (1) virtual public meeting.</i>
2.6	<i>Summary of outreach conducted.</i>

Task 3: Summary Report (Transportation Needs Assessment)

Task 3.1 Summary Report

Consultant will produce a summary report that meets the Clean Mobility Options requirements including:

- Overview of the assessment from inception to conclusion, with community background data, partnerships, summary of data analysis and community engagements, and funding sources.
- Data used for the data analysis, including user service, job creation and community engagement and outreach.
- Section on best practices and lessons learned.
- Required boilerplate language and logos as required in the CMO Community Transportation Needs Assessment Guide.

Consultant will follow the sample outline in the CMO Community Transportation Needs Assessment Guide.

Task	Deliverable
3.1	<i>Draft and Final Summary Report (Transportation Needs Assessment)</i>

Task 4: Project Preparation and Design

Task 4.1 Pilot Project Identification

Based on the engagement process, data analysis and summary report, Consultant will work with City staff to identify a pilot project to address clean transportation gaps. To the extent that the pilot project involves operating a service (such as micro mobility, shuttle service, etc.), Consultant will research up to three vendor options and prepare a compare/contrast matrix. In addition, Consultant and City Staff will identify a timeline for running the pilot project.

Task	Deliverable
4.1	<i>Pilot Project Identification, Timeline, and Potential Vendors</i>

Task 5: Voucher Administration Costs

Task 5.1: CMO Kick-Off Meeting with Staff

Consultant will meet with City Staff to discuss CMO Transportation Needs Assessment Scope and schedule.

Task 5.2: Project Management for CMO

The Consultant will be responsible for maintaining a joint-access, web-based depository of Project-related documents, including schedules, meeting minutes, contact lists, resources, photos, and other key documents. SharePoint will be used as the preferred project management software. In addition, the Consultant will be responsible for preparing and maintaining access to meeting minutes. Project schedule shall be created and maintained on Microsoft Project or City-approved equal. Responsibilities include invoicing and quarterly reporting as outlined in the Professional Services Agreement.

Task	Deliverables
<i>5.1</i>	<i>Kick-off meeting agenda and notes</i>
<i>5.2</i>	<i>Project Management Sharepoint Site, Invoicing, Quarterly Reports</i>

Instructions:

Cost reimbursements made under this Voucher Agreement are subject to approval of completed invoice narrative forms and verification of any milestones/deliverables due. Invoices will be submitted no less than quarterly, but no more than monthly in a format consistent with Payment Request (Microsoft Excel file format) that will be furnished. Invoices submitted will clearly summarize total project costs incurred in accordance with approved project budget and will include sufficient relevant documentation substantiating costs billed.

- 1) **Staff Charges:** Must provide a list of each employee, including the name, title, number of hours worked, and hourly rate applied to the labor hours, all supported by time records/timesheets and some means of verifying hourly labor rates to include, but not limited to, a paystub or payroll register.
- 2) **Travel Costs:** Must be itemized on a list providing information about the date traveled; origin and destination; individuals traveling; and purpose of business travel. All travel costs billed will be supported by itemized receipts and/or invoices with travel amounts reimbursed limited to published maximum per diem amounts per the California Department of Human Resources (CalHR) found at:

<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.
- 3) **Other Direct Costs:** All other direct costs must be listed and supported by documentation such as vendor invoices, receipts, or other relevant documentation.
- 4) **Indirect Costs & Fringe Benefits:** Applicable non-labor rates used for billing purposes, to include, but not limited to fringe benefit, overhead and G&A rates, will be supported by the methodology in which the rates are derived and applied. An approved cost rate agreement negotiated with a Federal cognizant agency will suffice.

Upon completion or termination of the Agreement, AWARDEE shall submit the final invoice (if any) no later than thirty (30) days after such completion or termination date. The invoice shall be clearly marked as "FINAL" and prepared as indicated above.

Each invoice must provide the CALSTART agreement number, period covered by invoice, and Awardee's Employer Identification Number and submitted via email to accounting@cleanmobilityoptions.org, or U.S. Postal Service using the following address:

Attention: Clean Mobility Options
CALSTART, Inc.
48 S Chester Avenue
Pasadena, CA 91106

Payment will be delayed if CALSTART deems that a milestone/deliverable has not been accomplished or sufficiently documented; that milestones/deliverables are not in accordance with specifications; that claimed expenses are not reasonable or insufficiently documented or not valid per the budget; or noncompliance with other terms of this Agreement.

Agreement Number:	NA22W2A-11
Payment Request Number:	
Period covered by this request:	[08/16/2023 - 08/15/2024]

Employee Name	Job Classification / Title	Hourly Labor Rate	Billable Labor Hours	Reimbursable Direct Labor Expenses	Project Milestone Achieved
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
Hourly Direct Labor Totals			0.00	\$ -	

Agreement Number:	NA22W2A-11
Payment Request Number:	
Period covered by this request:	[08/16/2023 - 08/15/2024]

Date	From/To	Participants/Purpose/Project Milestone Achieved	Travel	Mileage			Other	Total	Billed
				Miles	Rate	Mileage			
						0.00		0.00	
						0.00		0.00	
						0.00		0.00	
						0.00		0.00	
						0.00		0.00	
						0.00		0.00	
						0.00		0.00	
						0.00		0.00	
						0.00		0.00	
						0.00		0.00	
						0.00		0.00	
							Totals	0.00	0.00

Agreement Number:	NA22W2A-11
Payment Request Number:	
Period covered by this request:	[08/16/2023 - 08/15/2024]

Date	Organization/Description	Purpose/Project Milestone Achieved	Reference	Amount	Billed	Match/ Cost Share
Totals				0.00	0.00	0.00

Payment Request

(Rev 04/25/2022)

Organization/Tribe Information City of Escondido 201 N Broadway Escondido, CA 92025		Approved Project Term		Request No.
		From	To	
		8/16/2023	8/15/2024	Amount
		Billing Period		
		From	To	\$ 0.00
CMO Contract No.		Receipt DUNS		Recipient EIN
NA22W2A-11		##-###-####		##-#####
Description	Budget	Expenses This Period	Expenses To Date	Budget Balance
Direct Labor			\$0.00	\$0.00
Fringe Benefits			\$0.00	\$0.00
Travel/Mileage			\$0.00	\$0.00
Equipment/Materials (Lead Only)			\$0.00	\$0.00
Subcontractor/Consulting			\$0.00	\$0.00
Other (Describe)			\$0.00	\$0.00
Indirect Costs/G&A			\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00	\$0.00
Less amount to be paid directly to third party				
Net amount payable to voucher recipient			\$0.00	
By signing, I certify to the best of my knowledge and belief that this report is correct and complete and all outlays and obligations are for the purposes set forth in the voucher agreement.			CALSTART Use Only	
			Amount Authorized:	
Signature of Certifying Officer		Date		
		06/28/2023		
Type or Print name and Title		Phone		
CALSTART Approval				
Reviewed by		Date		
Project Manager		Date		

Payment Request

(Rev 04/25/2022)

Organization/Tribe Information City of Escondido 201 N Broadway Escondido, CA 92025		Approved Project Term		Request No.
		From	To	
		8/16/2023	8/15/2024	Amount
		Billing Period		
		From	To	\$ 0.00
CMO Contract No.		Receipt DUNS		Recipient EIN
NA22W2A-11		##-###-####		##-#####
Description	Budget	Expenses This Period	Expenses To Date	Budget Balance
Direct Labor	\$0.00		\$0.00	\$0.00
Fringe Benefits	\$0.00		\$0.00	\$0.00
Travel/Mileage	\$0.00		\$0.00	\$0.00
Equipment/Materials (Lead Only)	\$0.00		\$0.00	\$0.00
Subcontractor/Consulting	\$0.00		\$0.00	\$0.00
Other (Describe)	\$0.00		\$0.00	\$0.00
Indirect Costs/G&A	\$0.00		\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00	\$0.00
Less amount to be paid directly to third party				
Net amount payable to voucher recipient		\$0.00		
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		06/28/2023		
Type or Print name and Title		Phone		
CALSTART Approval				
Reviewed by		Date		
Project Manager		Date		

Payment Request

(Rev 04/25/2022)

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		From	To	
		8/16/2023	8/15/2024	Amount
		Billing Period		
		From	To	\$ 0.00
CMO Contract No.		Receipt DUNS		Recipient EIN
NA22W2A-11		##-###-####		##-#####
Description	Budget	Expenses This Period	Expenses To Date	Budget Balance
Direct Labor	\$0.00		\$0.00	\$0.00
Fringe Benefits	\$0.00		\$0.00	\$0.00
Travel/Mileage	\$0.00		\$0.00	\$0.00
Equipment/Materials (Lead Only)	\$0.00		\$0.00	\$0.00
Subcontractor/Consulting	\$0.00		\$0.00	\$0.00
Other (Describe)	\$0.00		\$0.00	\$0.00
Indirect Costs/G&A	\$0.00		\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00	\$0.00
Less amount to be paid directly to third party				
Net amount payable to voucher recipient			\$0.00	
By signing, I certify to the best of my knowledge and belief that this report is correct and complete and all outlays and obligations are for the purposes set forth in the voucher agreement.			CALSTART Use Only	
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Signature of Certifying Officer		Date		
		06/28/2023		
Type or Print name and Title		Phone		
CALSTART Approval				
Reviewed by		Date		
Project Manager		Date		

Payment Request

(Rev 04/25/2022)

Organization/Tribe Information City of Escondido 201 N Broadway Escondido, CA 92025		Approved Project Term		Request No.
		From	To	
		8/16/2023	8/15/2024	Amount
		Billing Period		
		From	To	\$ 0.00
CMO Contract No.		Receipt DUNS		Recipient EIN
NA22W2A-11		##-###-####		##-#####
Description	Budget	Expenses This Period	Expenses To Date	Budget Balance
Direct Labor	\$0.00		\$0.00	\$0.00
Fringe Benefits	\$0.00		\$0.00	\$0.00
Travel/Mileage	\$0.00		\$0.00	\$0.00
Equipment/Materials (Lead Only)	\$0.00		\$0.00	\$0.00
Subcontractor/Consulting	\$0.00		\$0.00	\$0.00
Other (Describe)	\$0.00		\$0.00	\$0.00
Indirect Costs/G&A	\$0.00		\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00	\$0.00
Less amount to be paid directly to third party				
Net amount payable to voucher recipient		\$0.00		
By signing, I certify to the best of my knowledge and belief that this report is correct and complete and all outlays and obligations are for the purposes set forth in the voucher agreement.			CALSTART Use Only	
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Signature of Certifying Officer		Date		
		06/28/2023		
Type or Print name and Title		Phone		
CALSTART Approval				
Reviewed by		Date		
Project Manager		Date		

Payment Request

(Rev 04/25/2022)

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		Billing Period		
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CMO Contract No.		Receipt DUNS		Recipient EIN
NA22W2A-11		##-###-####		##-#####
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Fringe Benefits	\$0.00		\$0.00	\$0.00
Travel/Mileage	\$0.00		\$0.00	\$0.00
Equipment/Materials (Lead Only)	\$0.00		\$0.00	\$0.00
Subcontractor/Consulting	\$0.00		\$0.00	\$0.00
Other (Describe)	\$0.00		\$0.00	\$0.00
Indirect Costs/G&A	\$0.00		\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00	\$0.00
Less amount to be paid directly to third party				
Net amount payable to voucher recipient			\$0.00	
By signing, I certify to the best of my knowledge and belief that this report is correct and complete and all outlays and obligations are for the purposes set forth in the voucher agreement.			CALSTART Use Only	
			Amount Authorized:	
Signature of Certifying Officer		Date		
		06/28/2023		
Type or Print name and Title		Phone		
CALSTART Approval				
Reviewed by		Date		
Project Manager		Date		

Payment Request

(Rev 04/25/2022)

Organization/Tribe Information City of Escondido 201 N Broadway Escondido, CA 92025		Approved Project Term		Request No.
		From	To	06
		8/16/2023	8/15/2024	
		Billing Period		Amount
		From	To	\$ 0.00
CMO Contract No.		Receipt DUNS		Recipient EIN
NA22W2A-11		##-###-####		##-#####
Description	Budget	Expenses This Period	Expenses To Date	Budget Balance
Direct Labor	\$0.00		\$0.00	\$0.00
Fringe Benefits	\$0.00		\$0.00	\$0.00
Travel/Mileage	\$0.00		\$0.00	\$0.00
Equipment/Materials (Lead Only)	\$0.00		\$0.00	\$0.00
Subcontractor/Consulting	\$0.00		\$0.00	\$0.00
Other (Describe)	\$0.00		\$0.00	\$0.00
Indirect Costs/G&A	\$0.00		\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00	\$0.00
Less amount to be paid directly to third party				
Net amount payable to voucher recipient		\$0.00		
By signing, I certify to the best of my knowledge and belief that this report is correct and complete and all outlays and obligations are for the purposes set forth in the voucher agreement.			CALSTART Use Only	
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Signature of Certifying Officer		Date		
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CALSTART Approval				
Reviewed by		Date		
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Payment Request

(Rev 04/25/2022)

Organization/Tribe Information City of Escondido 201 N Broadway Escondido, CA 92025		Approved Project Term		Request No.
		From	To	
		8/16/2023	8/15/2024	Amount
		Billing Period		
		From	To	\$ 0.00
CMO Contract No.		Receipt DUNS		Recipient EIN
NA22W2A-11		##-###-####		##-#####
Description	Budget	Expenses This Period	Expenses To Date	Budget Balance
Direct Labor	\$0.00		\$0.00	\$0.00
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Other (Describe)	\$0.00		\$0.00	\$0.00
Indirect Costs/G&A	\$0.00		\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00	\$0.00
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Signature of Certifying Officer		Date		
		06/28/2023		
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Project Manager		Date		

Payment Request

(Rev 04/25/2022)

Organization/Tribe Information City of Escondido 201 N Broadway Escondido, CA 92025		Approved Project Term		Request No.
		From	To	08
		8/16/2023	8/15/2024	
		Billing Period		Amount
		From	To	\$ 0.00
CMO Contract No.		Receipt DUNS		Recipient EIN
NA22W2A-11		##-###-####		##-#####
Description	Budget	Expenses This Period	Expenses To Date	Budget Balance
Direct Labor	\$0.00		0.00	0.00
Fringe Benefits	\$0.00		0.00	0.00
Travel/Mileage	\$0.00		0.00	0.00
Equipment/Materials (Lead Only)	\$0.00		0.00	0.00
Subcontractor/Consulting	\$0.00		0.00	0.00
Other (Describe)	\$0.00		0.00	0.00
			0.00	0.00
			0.00	0.00
Indirect Costs/G&A	\$0.00		0.00	0.00
Total	\$0.00	0.00	0.00	0.00
Less amount to be paid directly to third party				
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Project Manager		Date		

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Organization/Tribe Information City of Escondido 201 N Broadway Escondido, CA 92025		Approved Project Term		Request No.
		From	To	
		8/16/2023	8/15/2024	09
		Billing Period		Amount
		From	To	\$ 0.00
CMO Contract No.		Receipt DUNS		Recipient EIN
NA22W2A-11		##-###-####		##-#####
Description	Budget	Expenses This Period	Expenses To Date	Budget Balance
Direct Labor	\$0.00		\$0.00	\$0.00
Fringe Benefits	\$0.00		\$0.00	\$0.00
Travel/Mileage	\$0.00		\$0.00	\$0.00
Equipment/Materials (Lead Only)	\$0.00		\$0.00	\$0.00
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Other (Describe)	\$0.00		\$0.00	\$0.00
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		8/16/2023	8/15/2024	
		Billing Period		Amount
		From	To	\$ 0.00
CMO Contract No.		Receipt DUNS		Recipient EIN
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Subcontractor/Consulting	\$0.00		\$0.00	\$0.00
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			\$0.00	\$0.00
			\$0.00	\$0.00
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Community Transportation Needs Assessment Voucher Application

INTRODUCTION

Welcome to the [Clean Mobility Options Voucher Pilot Project](https://www.cleanmobilityoptions.org) (CMO) Application for Community Transportation Needs Assessments ("Needs Assessments"). Completed applications may be submitted after the application window opens on 9:00 am Pacific Time on Wednesday, November 2, 2022. For CMO program information including the Implementation Manual, Application Guide, and supporting resources, please visit www.cleanmobilityoptions.org.

APPLICATION INSTRUCTIONS:

Before beginning the application process, please:

1. Review the Implementation Manual and Application Guide at www.cleanmobilityoptions.org/na-app-guide-1.
2. Check your [organization's eligibility](#) to apply.
3. Check that you have an [eligible project proposal](#).
4. Confirm you are able and willing to comply with the program's [general provisions](#).

When you are ready to proceed:

1. Complete this application, referring to the companion [Application Guide](#), and save the application prior to the opening of the application window at **9:00 am Pacific Time on Wednesday, November 2, 2022**. You may save and return to your application at any time prior to submission. To be accepted, the application must contain all true, accurate, and complete responses in all required fields. Required fields

IMPLEMENTATION MANUAL:

The Application Form (this page) and its companion [Application Guide](#) are derived from the [Implementation Manual](#) (IM). Please see the IM for comprehensive information about eligibility, general provisions, and related information.

ACCESSIBILITY OPTIONS:

Applicants are highly encouraged to submit the application online through this application portal. However, if desired, applicants may request a document-based application by postal mail to:

Clean Mobility Options

c/o CALSTART

48 South Chester Avenue

Pasadena, CA, 91106

Mail-in applications will be timestamped as the

are marked with an asterisk (*).

2. After the application window opens at the date and time listed above, submit this application by returning to your saved application and pressing "SUBMIT." **The "SUBMIT" function will be enabled once the application window opens.**
3. Within 8 weeks of your submission, the Program Administrator will notify the primary contact whether the application has been approved. For more information, see the Application Guide at www.cleanmobilityoptions.org/na-app-guide-1.

day they are mailed (by postmark or receipt at the applicant's choice).

If you have any questions or need assistance, please contact the CMO Application Technical Assistance with your request.

MORE INFORMATION AND SUPPORT:

Technical assistance is available to help complete the application:

- Email: info@cleanmobilityoptions.org
- Phone: (626) 744-5760
- Web: www.cleanmobilityoptions.org/help

COMPANION APPLICATION GUIDE:

The [Application Guide](#) is a companion to this application form with tips for answering each question. We recommend that you read the guide before starting the application. "Guidance" links in the application questions below will take you to their corresponding sections in the guide to make this resource easy to use as you progress through your application.

SECTION 1. PRIMARY CONTACT INFORMATION

Click here for [guidance](#) on section 1.

Individual's Name	Title	Email Address	Phone	Additional Information
<input type="text" value="Matthew Anderson"/> Fill in <i>First and last name of lead applicant's primary contact for application correspondence.</i>	<input type="text" value="Management Analyst"/> Fill in <i>Title or role in the organization.</i>	<input type="text" value="manderson@escondido.org"/> Fill in <i>Email address for submission receipt and other application correspondence.</i>	<input type="text" value="(760) 839-4863"/> Fill in <i>Phone number of primary contact.</i>	<input type="text"/> Fill in <i>Additional information about communication, coordination, or accessibility. For example, "I am hard of hearing." (optional).</i>

SECTION 2. APPLICANT AND TEAM PROFILE

Click here for [guidance](#) on section 2.

Lead Applicant Organization Name

 Fill in
Lead applicant entity's formal name. If applying as a tribal government, this is the name of the tribal government.

Lead Applicant Organization Address

Lead Applicant Organization Type

201 North Broadway

Address Line 1

Address Line 2

Escondido

City

California

State

92025

Zip Code

Non-Profit Organization

Tribal Government

Public Agency

*Legal business address of primary contact for the Lead Applicant.
Will be used for official correspondence.*

Application Includes Sub-Applicants

Check if the application includes Sub-Applicants. Sub-Applicants are entities who enter into a partnership with the Lead Applicant to apply for CMO funds.

Description of Team's Qualifications to Conduct the Needs Assessment

For over 130 years, the City of Escondido has been serving the people of Southern California, and in doing so, has developed a deep understanding of the needs of the community. City staff have access to a broad range of resources, partners, and community knowledge that qualifies them to conduct a Transportation Needs Assessment. The City of Escondido Traffic Engineering Division will be managing the needs assessment. The City follows a Request For Proposal (RFP) contracting processes. Staff will draft an RFP and outline the expectations of the consultants that are interested in coordinating the public outreach, data collection, and preparation of the Needs Assessment. This process will ensure that a consulting firm with extensive experience preparing Needs Assessments and facilitating public outreach is selected to lead the technical aspects of this effort.

The City manages 315 centerline-miles of roadway with 170 signalized intersections across 37.35 square miles. Aside from parts of Interstate 15 and State Route 78, which are both owned and maintained by Caltrans, the City owns and maintains all public roads. With primary responsibility and control of the rights-of-way, City staff are poised to implement projects arising out of the assessment without need for right-of-way permissions. As a full-service city, Escondido employs a team of traffic engineers with direct and intimate knowledge of the City's transportation strengths and weaknesses, along with the history of the City's initiatives and programs. Much of Escondido's strength in conducting this Needs Assessment will come from its diverse collection of community partners. The City regularly coordinates with the Escondido Union School District, Escondido Union High School District, Escondido Police Department, SANDAG, and many community-based organizations. The collective knowledge from these partnerships will inform the City in completion of the assessment. Drawing on that shared information, the City will build on its own knowledge base for the community's needs. Escondido staff will utilize previous outreach and action steps from its Climate Action Plan and the Mobility and Infrastructure chapter of its General Plan. The needs assessment will also be conducted concurrently with the public outreach component of the Comprehensive Active Transportation Strategy that the City is preparing to increase mobility options. Staff will also draw on knowledge and experience gained from the operation of its largest current transportation initiative, the Senior Nutrition Transportation Program, which provides free door-to-door transportation for seniors to access hot meals at the Escondido Senior Center.

Description of team's qualifications in 3000 characters (which is about 1 page) or less.

Description of Team's Connection to the Community

The City of Escondido connects with its residents regularly through direct feedback and through partner organizations. As a municipal agency under the direction of a publicly-elected City Council, the operations of the City are a direct result of feedback from the community. Input from the community is gathered through city council meetings, public engagements, focus groups, community surveys, Community Advisory Groups, Boards & Commissions, and through the website and "Report It!" smartphone app. The City also gathers valuable information from its partners throughout the area. City staff collect quantitative data from the San Diego Association of Governments (SANDAG), the local Metropolitan Planning Organization, as well as the North County Transit District (NCTD), who manages transit in the region. Qualitative data comes in through partnerships with local school districts and Community Based Organizations, like the Healthy Escondido Coalition, Escondido Education COMPACT, and Interfaith Community Services. The City has worked successfully in the past with the National Latino Research Center, based at nearby California State University San Marcos, on projects requiring significant and meaningful community outreach. Most recently, Escondido's Principal Planner, Veronica Morones, engaged in substantial public engagement to develop the Environmental Justice chapter of the City's General Plan. Veronica has been consulted in the development of this Community Transportation Needs Assessment and will continue to be involved throughout the project. Edd Alberto, Escondido's City Traffic Engineer, is a State of California registered Traffic Engineer and will lead the technical analysis of the needs assessment. These staff, along with community partners and a well-qualified consultant, will collect as much feedback as possible to develop valuable and targeted action items to better serve the people of Escondido.

Description of team's qualifications in 3000 characters (which is about 1 page) or less.

Section2

SECTION 3. PROJECT NARRATIVE

Click here for [guidance](#) on section 3.

Explanation of Why a Transportation Needs Assessment is Needed

The City's need for a Transportation Needs Assessment stems from a desire to educate and learn from the community. As Escondido has grown from a rural farm town to a bustling urban hub of commerce and transportation, there have been significant changes in the demographics of its residents and the supports and resources they require. Additionally, the City has been divided by Interstate 15 and SR-78, which further restrict reasonable active transportation. City staff are aware of unmet needs in the City and desire to increase their understanding to better serve the public.

Escondido's Climate Action Plan calls for a number of Citywide transportation improvement projects to reduce greenhouse gas emissions with a special focus on social equity and environmental justice. To meet these goals, the traffic engineering team must engage in a significant exchange of information with residents. The City wants to ensure that its infrastructure and programs are beneficial to the people they are designed to serve, so it is essential to educate residents on current options and best practices, then gather community feedback on current gaps and future desires.

As shown on the attached Project Area Map, extensive portions of the City of Escondido meet the low-income definitions of AB1550, including the vast majority of the City's urban core. Census tracts included in the plan area account for 76% of the City's total population, showing the broad reach and considerable impact this assessment will have. Per 2020 census data, 35% of occupied households in Escondido own one or no vehicles. With an average occupancy of 3.2 people per household, this equates to over one third of households being limited on mobility options for when and how they commute to work, take their children to school, access groceries, and complete other daily tasks.

A recent SANDAG regional transit analysis, the Flexible Fleet Strategic Implementation Plan (FFSIP) showed Escondido as a priority area for mobility improvements based on the City's high percentage of minority residents and low-income households in conjunction with its geographic location as a mobility hub and gateway connector for access to Urban San Diego. This report is much broader in nature and more oriented toward regional transportation. Escondido's assessment will include significantly more community interaction to expose the mobility gaps that challenge Escondido residents, specifically those in low-income neighborhoods.

Fill in

Max length is 3000 characters (which is about 1 page).

Summary of Existing Regional or Community-Level Transportation Needs Assessment Efforts

The City of Escondido does not currently have a Community Transportation Needs Assessment. SANDAG's Flexible Fleet Strategic Implementation Plan included some limited assessment of Escondido's transportation needs as part of a regional report focused on connecting transit centers. Escondido plans to build upon this information with a more accessible and local Transportation Needs Assessment that engages the community with clarity and transparency.

Fill in

Max length is 3000 characters (which is about 1 page).

Description of Potential Transportation Gaps and Solutions that the Needs Assessment will Address

Escondido is aware of many potential gaps that a thorough assessment will illuminate. According to American Community Survey data analyzed by the Healthy Places Index (HPI), Escondido households have lower automobile access than 82.8% of the state. Additionally, HPI data reports that only 15.4% of people in Escondido live close to convenient, reliable transit, exposing a significant gap in the City's transportation. The local school districts do not provide busing for all students, further showing a need for safe, reliable transportation to school and around the City. This issue is exacerbated by limited locations for pedestrians to cross Interstate 15, which divides the City and separates communities. City staff hypothesize that a Needs Assessment will point towards a need for connections to the transit center, support for shorter trips to retail and medical centers, and options outside of regular operating hours. Escondido is the home to Westfield North County Shopping Mall, a significant location for employment and retail, but does not have convenient transit options connecting low-income communities to this valuable economic resource. The City hopes to collect community buy-in on specific details of these solutions, whether it is microtransit, micromobility, fixed-route circulators, or something else. In addition, information regarding the community's knowledge and access to technology will assist in guiding future solutions. With American Community Survey data showing that over 20% of the City's population has limited English proficiency, City staff suspect there could be gaps due to language barriers, as well, and plans on addressing that in educational and implementation materials.

Fill in

Max length is 3000 characters (which is about 1 page).

Description of Timeline and Plan for Activities Conducted to Satisfy the Required Elements of the Transportation Needs Assessment Methodology

Immediately upon execution of the voucher agreement, Escondido will advertise a request for proposals and award the consultant contract. This is expected to be completed in months 1-2. During months 3-4, the City will develop an internal stakeholder group with the consultant. This group will develop educational materials and social media campaigns, collect data, and conduct preliminary outreach using surveys. Surveys and educational information will be disseminated through the City's communications department using social media, newsletter distribution lists, and the City website. City staff will also utilize the City's partners' communication networks, working with CBO partners to link social media posts and distribute paper and electronic copies of meeting notices, educational opportunities, and surveys. City staff will coordinate with School District personnel to share information with students' families, and work with the City Community Services Division to secure meeting locations in the communities of focus. These communications will be organized by the selected consultant to maximize distribution to the intended audience in the languages and formats that will be most successful.

In months 4-9, the team will conduct public outreach in multiple modalities. City staff will defer to the consultant's expertise, but expect to utilize the trusted messenger method through in-person forums, virtual workshops, school outreach, and internal stakeholder meetings. The traffic engineering team conducts quarterly Transportation and Community Safety Commission meetings in January, April, July, and October, which could be utilized for public input and updates. There is also an annual Traffic Safety Workshop presented during an August City Council Meeting that could be used for outreach, input, and public update. In an effort to gather as much input as possible from residents in disadvantaged communities, the City will conduct the majority of in-person events at locations other than City Hall. City staff have identified several community meeting locations throughout the project area including schools, community centers, and parks, which will be especially helpful for reaching residents who lack transportation and ability to attend meetings at City Hall. These community meetings will be conducted at various times during the day and evenings to maximize attendance. In months 9-11, the team will complete a Draft Assessment and report it to the public for additional input. Finally, in month 12, the Final Assessment will be released through the previously mentioned communication channels and the City will begin developing a project implementation plan.

Fill in

Max length is 3000 characters (which is about 1 page).

Supporting Material (Optional)

Attach reference or other materials needed to support previous responses in the project narrative section. Up to ten files, maximum of 10 MB each. File types accepted: .doc, .docx, .ods, .txt, .pdf, .xls, .xlsx, .csv, .ppt, .pptx, .jpeg, .jpg, .gif, and .png.

SECTION 4. PROJECT AREA

Click here for [guidance](#) on section 4.

Where is Your Project Located?

- SB 535 Disadvantaged Communities (see Map Reference)
 AB 1550 Low-income Communities (see Map Reference)
Tribal Lands, only when within SB 535 Disadvantaged
Communities or AB 1550 Low-income Communities

Check at least one option for which your Project Area meets CMO

Map Reference:

<https://cleanmobilityoptions.org/project-area-mapping-tool>

program eligibility requirements. Your services must support residents who live and reside within the above selection.

Eligible Census Tracts of Project Area

0202.10, 0202.09, 0202.07, 0202.11, 0206.02, 0207.07, 0206.01, 0205, 0204.04, 0203.07, 0203.09, 0203.05, 0201.05, 0203.08, 0201.08, 0202.14, 0202.13, 0202.02, 0201.09, 0201.07, 0202.06, 0202.08

Fill in

Provide a list of census tract(s) in your Project Area. Census tracts contain six digits, a 4-digit basic code between 0001 and 9999, and may have a 2-digit suffix ranging from .01 to .98. Lookup tool at: <https://geomap.ffiec.gov/FFIECGeocMap/GeocodeMap1.aspx>. If multiple census tracts, please separate with commas.

Note: If there is any discrepancy between census tracts listed and the area represented in the Project Area Map, the map will be used to determine eligibility.

Project Area Setting Description

Most or all of one city/town

Select

Choose the closest description. The Project Area is defined as the geographic area where community residents live and most infrastructure is to be installed. Only select "unincorporated community" if none of the Project Area falls within an incorporated area.

Section

Name of County (or Counties)

San Diego

Fill in

Name of county represented by your Project Area.

Name of City/Cities or Town(s)

Escondido

Fill in

Name(s) of the city/cities, neighborhood(s), community(ies), or tribal land/reservation represented by your Project Area.

Description of Demographics

The area made up of the Census Blocks listed above has less healthy conditions than 74% of the State of California, according to the CA Healthy Places Index, a tool developed by the Public Health Alliance of Southern California to disrupt structural inequities by using data to create change (healthyplacesindex.org). The ethnic makeup of the community is 57.6% Hispanic or Latino, 30.6% White, 5.4% Asian, 3.1% two or more races, 2.2% Black or African American, 0.5% American Indian, 0.4% Native Hawaiian, and 0.2% other race. Citywide, resident ages break down as follows: under 5 years: 6.9%, 6-17 years: 17.1%, 18-64 years: 62.9%, 65 years and over: 13.1%. According to Census information, Escondido's median household income is \$65,326 and 13.6% are living in poverty. In the census tracts surrounding the downtown area, poverty rates are significantly higher than the city average and range from 15.2% to 35.5%.

Fill in

Max length is 3000 characters (which is about 1 page).

Project Area Map

Escondido_CMO Project Area Map.pdf

Upload your Project Area map here. File types accepted: .doc, .docx, .ods, .txt, .pdf, .xls, .xlsx, .csv, .ppt, .pptx, .jpeg, .jpg, .gif, and .png.

Note: If there is any discrepancy between census tracts listed and the area represented in the Project Area

Map, the map will be used to determine eligibility.

END SECTION

SECTION 5. BUDGET SUMMARY

Click here for [guidance](#) on section 5.

Enter Your Requested Voucher Amount

\$100,000.00

Fill in (up to \$100,000)

Budget Using the CMO Template

ESCONDIDO_CMO BUDGET-WORKSHEET-UPDATED-EXCEL-VERSION-03.17.22.xlsx

Attach a budget using the template from www.cleanmobilityoptions.org/application (required). Up to three files, maximum of 20 MB each. File types accepted: .doc, .docx, .ods, .txt, .pdf, .xls, .xlsx, .csv, .ppt, .pptx, .jpeg, .jpg, .gif, and .png.

CMO Budget Worksheet:

<https://cleanmobilityoptions.org/na-budget-worksheet>

SECTION 6. COMMUNITY-BASED ORGANIZATION SUPPORT

Click here for [guidance](#) on section 6.

Does the Applicant Meet the Criteria to Be Considered a Community-Based Organization (CBO)?

Yes No

Section2

Provide Name of an Eligible CBO That Supports The Project

The Healthy Escondido Coalition at Vista Community Clinic

Fill in

Indicate at Least 2 of the Following Traits Which Qualify The Supporting Organization as a CBO

The organization is place-based, with an explicit geographic focus area that includes the proposed project area. Staff members, volunteers, or Board members reside in the community where the project is located. The organization has a demonstrated track record of at least one year providing services in the proposed project area.

To be considered a CBO, the organization must meet at least two of the three described criteria. If the applicant does not meet this criteria, it must secure a letter of support for the project from a CBO that does.

Note: Tribes do meet the criteria for being a community-based organization.

Provide Evidence that the Statements Checked are True with Brief Examples or Details

The Vista Community Clinic (VCC) has been providing quality health care to residents of North County San Diego for 50 years. As a Federally Qualified Health Center, VCC treats more than 70,000 patients each year regardless of their ability to pay through 9 locations in Southern California. In 2021, VCC's Community Health Department formed the Healthy Escondido Coalition to bring together Escondido residents, City officials, business owners, community-based organizations, and stakeholders. This place-based coalition is designed to utilize the collective strengths of its members to advocate for healthy and safe communities in Escondido through education, placemaking, and policy.

Fill in

Max length is 3000 characters (which is about 1 page).

Letter of Support from CBO

VCC _LOS_ Clean Mobility_ Options_Voucher_LA_ signed.pdf

Up to ten files, maximum of 10 MB each. File types accepted: .doc, .docx, .ods, .txt, .pdf, .xls, .xlsx, .csv, .ppt, .pptx, .jpeg, .jpg, .gif, and .png.

SECTION 7. SUPPORTING DOCUMENTS

Click here for [guidance](#) on section 7.

Additional Supporting Documents (Optional)

Up to ten files, maximum of 10 MB each. File types accepted: .doc, .docx, .ods, .txt, .pdf, .xls, .xlsx, .csv, .ppt, .pptx, .jpeg, .jpg, .gif, and .png.

SECTION 8. ATTESTATIONS AND SIGNATURE

Click here for [guidance](#) on section 8.

By signing and submitting this application, the Lead Applicant Organization and project team agrees to all of the following:

1. I am **submitting this application on behalf of the Lead Applicant organization** and am **authorized to represent the organization on their behalf**; and
2. The proposal has been **reviewed by and has the support of the Lead Applicant organization's authorized body**; and
3. All information provided in this application and any attachments are true and correct; and
4. **On behalf of the Lead Applicant Organization and project team, I have read, understand and agree to abide by all of the requirements, terms and conditions in the CMO Implementation Manual**; and

5. I have read and **am aware of the insurance requirements required** of the Lead Applicant, Sub-Applicant and partners participating in the CMO program as listed in Section III(3) of the Implementation Manual; and

6. I am aware that the CMO Community Transportation Needs Assessment Voucher is a **cost-reimbursement voucher based on actual costs incurred and verified through payment reimbursement requests and supporting documentation**; and

7. I agree to **comply with CMO program requirements during the voucher agreement term.**

Signature

Signature Date

11/1/2022

Date signed.

Matthew R. Anderson

Signature of the authorized entity that represents the Lead Applicant organization/tribe and signs this application on behalf of the Lead Applicant organization/tribe.

Signed by

Matthew

First

Anderson

Last

Position

Management Analyst

Example: Transportation Director

Fill in

First and Last Name of Authorized Entity submitting form on behalf of the Lead Applicant organization/tribe.

Upload Signature (as needed)

Upload signature if not using e-signature above. Use one file, maximum of 10 MB. File types accepted: .doc, .docx, .ods, .txt, .pdf, .xls, .xlsx, .csv, .ppt, .pptx, .jpeg, .jpg, .gif, and .png.

Are You Ready to Submit the Application?

Yes

(select one)

***Application Window
opens at 9:00 am PT on
November 2, 2022**

RESOLUTION NO. 2023-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, AUTHORIZING CITY OF
ESCONDIDO TO RECEIVE FUNDING, THROUGH CLEAN
MOBILITY OPTIONS, TO PREPARE A COMMUNITY
TRANSPORTATION NEEDS ASSESSMENT

WHEREAS, The City of Escondido, as Lead Applicant, submitted a Mobility Project Voucher Application on November 2, 2022, for the Clean Mobility Options Voucher Community Transportation Needs Assessment (CMO). The application submitted was for the preparation of a strategy to provide clean mobility options for disadvantaged communities in Escondido; and

WHEREAS, the City of Escondido is eligible to receive funding through CMO, a statewide initiative funded by California Climate Investments, and administered by California Air Resource Board's Program Administrator team to provide funding for zero-emission shared mobility options to under-resourced communities in California; and

WHEREAS, the City of Escondido will comply with the requirements of the CMO program stated in the Implementation Manual and will accept the CMO voucher funds; and

WHEREAS, the City of Escondido will contract with Fehr & Peers to act as consultants in the completion of the Community Transportation Needs Assessment; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Escondido is committed to implementing clean transportation strategies and increasing transportation equity in Escondido's SB 1550 designated Low-Income Communities; and

BE IT FURTHER RESOLVED, that the City Engineer shall be authorized to execute the approval of CMO voucher funds, reiterate CMO program commitment, and compliance with CMO program requirements to the CMO Program Administrator Team.

Clean Mobility Voucher Pilot Program: CONFLICT OF INTEREST DECLARATION

The awardee must disclose any Conflict of Interest with their ability to fulfill the duties of the Clean Mobility Voucher Pilot Program Voucher Agreement (Voucher Agreement). Please summarize all of your organization's or any subcontractor's/project partner's direct or indirect interests which may pose an actual, apparent, or potential conflict of interest with your ability to fulfill the duties of the Voucher Agreement. Please note that a potential or actual conflict of interest exists when commitments and obligations under the Voucher Agreement are likely to be compromised by the awardee's or any subcontractor's/project partner's other interests (including but not limited to financial interests), or relationships, particularly if those interests or commitments are not disclosed. The Program Administrator may consider the nature and extent of any potential or apparent conflict of interest in reviewing, considering, or processing the voucher application or voucher implementation activities, and may disqualify the awardee/voucher recipient at the Program Administrator's sole discretion.

Please describe below any interests (including but not limited to financial interests), relationships, or positions you or any of your organization's or subcontractor's/project partner's hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

To my knowledge, my organization/ subcontractor/ project partner does not have a Conflict of Interest to disclose.

My organization/ subcontractor/ project partner has a Conflict of Interest to disclose and I have included the appropriate documentation.

Signature of Responsible Party

Date

Typed Name of Responsible Party

Typed Name of Organization

Clean Mobility Voucher Pilot Program
CONFIDENTIALITY STATEMENT

As an authorized representative and/or officer of the organization named below, I warrant my organization and its employees will not disclose and will keep confidential any documents, diagrams, Personally Identifiable Information (see next page for the definition of PII), and information storage media (i.e., databases, cloud storage, etc.) made available to us by the State, the Program Administrator, or community members for the purpose of implementing the Clean Mobility Voucher Pilot Program Voucher Agreement (Voucher Agreement) or in conjunction with any sub-contract agreement arising there from. No obligations in this Confidentiality Statement, however, prevents me or another representative of the organization named below from producing documents or information that are legally compelled under applicable law, including but not limited to a valid subpoena or California Public Records Act Request. If the Awardee believes disclosure may be required under the California Public Records Act or other law, the Awardee shall first give the State and Program Administrator written notice of the intent to disclose plus fourteen (14) days after receipt of the written notice to seek an order preventing disclosure from a court of competent jurisdiction.

I warrant that only those employees who are authorized and required to use such materials will have access to them and that they will sign confidentiality statements at least as restrictive as this one applicable to the organization named below.

I further warrant that all PII provided by the State, the Program Administrator or community members in conjunction with the Voucher Agreement will be physically and/or electronically destroyed once the information is no longer necessary for the implementation to meet the Voucher Agreement requirements. I will include a letter attesting to documenting the destruction of such PII to the Program Administrator as part of the completion of the project milestones. Failure to so comply will subject this organization to potential liability, including all damages to the State and third parties. I authorize the State and Program Administrator to inspect and verify compliance with this statement.

Signature of Responsible Party

Date

Typed Name of Responsible Party

Typed Name of Organization

For purposes of this confidentiality statement, Personally Identifiable Information (PII) includes but is not limited to an individual's:

- Social Security number
- Driver license or state-issued ID number
- Military ID number
- Passport number
- Credit card (or debit card) number, CVV2, and expiration date
- Financial account numbers (with or without access codes or passwords)
- Customer account numbers
- Unlisted telephone numbers
- Date or place of birth
- Mother's maiden name
- PINs or passwords
- Password challenge question responses
- Account balances or histories
- Wage & salary information
- Tax filing status
- Biometric data that can be used to identify an individual, including finger or voice prints
- Digital or physical copies of handwritten signature
- E-mail addresses
- Medical record numbers
- Vehicle identifiers and serial numbers, including license plate numbers
- Medical histories
- National or ethnic origin
- Religious affiliation(s)
- Physical characteristics (height, weight, hair color, eye color, etc.)
- Insurance policy numbers
- Credit or payment history data
- Full face photographic images and any comparable images
- Certificate/license numbers
- Internet Protocol (IP) address numbers
- Geolocation or physical address