

**CITY OF SAN PABLO  
AGREEMENT FOR CONSULTING SERVICES**

Project: Community Cleanup and Employment Pathway (CCEP) Grant Services /  
Agreement No. **FY26-2**

THIS AGREEMENT (“**Agreement**”), effective the 19<sup>th</sup> day of May, 2026 (“**Effective Date**”), is by and between the City of San Pablo, a municipal corporation organized and existing under the laws of the State of California, (“**City**”), and SOS Richmond, a non-profit registered 501(c)3 organization, (“**Consultant**”) (individually, a “**Party**,” and collectively, the “**Parties**”).

**RECITALS**

WHEREAS, the City desires to engage a consultant to provide lead creek cleanup operations, focusing on areas impacted by encampments and illegal dumping, and provide workforce development services through the operation of wellness services, as outlined in the City’s grant agreement with Caltrans, to the City (“**Services**”) as further set forth in this Agreement;

WHEREAS, the City desires to engage a consultant who will act at all times in the City’s best interest and will respect the trust and confidence placed in that consultant by the City; and

WHEREAS, Consultant has represented to City that Consultant has the special training, skill, competence and expertise necessary to provide the Services needed by the City; desires to enter into this Agreement with the City as an independent contractor; and is willing to provide the Services on the following terms and conditions.

NOW, THEREFORE, Consultant and the City agree as follows:

**TERMS AND CONDITIONS**

**(1) Scope of Services.**

A. **Scope of Services.** Consultant agrees to provide the Services to the City as specified in, collectively, the scope of services set forth in the City’s Restricted Grant Agreement with Caltrans dated April 15, 2026, attached as **Exhibit A** and incorporated herein, and Consultant’s Program Description dated January 13, 2026, attached as **Exhibit B** and incorporated here, collectively (“**Proposal**”). In the event of any conflict or inconsistency between any of the terms of the RFP, the Proposal, and this Agreement, the terms most favorable to the City will prevail. Any services not encompassed in this Section (1) are additional services (“**Additional Services**”) subject to prior written authorization by the City, as further specified below in Section (3), “Additional Services.”

B. **Quality of Performance.** Consultant will provide the Services and any authorized Additional Services in accordance with the standards of its profession; in accordance with the terms, conditions, and objectives of this Agreement; and in a manner satisfactory to the City Manager or his or her authorized delegee (“**City Manager**”). Consultant represents that it possesses the necessary skills, background, and licenses to perform the Services or Additional Services. Consultant is solely responsible for the quality and suitability of the Services it provides pursuant to this Agreement. If, during the course of this Agreement, the City Manager notifies Consultant that the Services are not satisfactory, in whole or in part, Consultant will promptly take the corrective action required by the City Manager, at no extra cost to the City. Failure to promptly

take such corrective action constitutes a material breach of this Agreement and cause for termination in the City's discretion. This standard of care will not be construed to impose a mandatory duty on the City within the meaning of Government Code section 815.6. The City's acceptance of Services performed under this Agreement will not operate to waive or release Consultant's obligation under this paragraph.

C. **Time is of the Essence.** In the performance of this Agreement, time is of the essence. Consultant must be available to begin providing the Services upon the Effective Date of this Agreement, and must complete the Services within the time specified in Section (4), "Effective Date and Term."

D. **Primary Service Provider.** The City has approved of Amanda Percy as Consultant's primary provider of the Services under this Agreement, and no other person will be accepted as the primary provider of the Services without the City's prior written consent.

E. **Labor Code Compliance.** If the Services are "public works" services as defined in Labor Code section 1720 et seq. and the Agreement is for an amount greater than \$1,000, the Agreement is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, beginning at section 1720, and the related regulations, including but not limited to requirements pertaining to wages, working hours and workers' compensation insurance. Consultant must also post all job site notices required by laws or regulations pursuant to Labor Code section 1771.4.

1. **Prevailing Wages:** Each worker performing Services under this Agreement that is covered under Labor Code section 1720 or 1720.9, must be paid at a rate not less than the prevailing wage as defined in sections 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Pursuant to Labor Code section 1775, Consultant and any subconsultant will forfeit to City as a penalty up to \$200 for each calendar day, or portion of a day, for each worker paid less than the applicable prevailing wage rate, in addition to paying each worker the difference between the applicable wage rate and the amount actually paid.
2. **Working Day:** Pursuant to Labor Code section 1810, eight hours of labor consists of a legal day's work. Pursuant to Labor Code section 1813, Consultant will forfeit to City as a penalty the sum of \$25 for each day during which a worker employed by Consultant or any subconsultant is required or permitted to work more than eight hours during any one calendar day, or more than 40 hours per calendar week, unless such workers are paid overtime wages under Labor Code section 1815. All Services must be carried out during regular City working days and hours unless otherwise specified in the scope of services or authorized in writing by City.
3. **Payroll Records:** Consultant and its subconsultants must maintain certified payroll records in compliance with Labor Code sections 1776 and 1812, and all implementing regulations promulgated by the Department of Industrial Relations ("DIR"). For each payroll record, Consultant and its subconsultants must certify under penalty of perjury that the information in the record is true and correct, and that it has complied with the requirements of Labor Code sections 1771, 1811, and 1815. Unless the Agreement is for an amount under \$25,000, Consultant must electronically submit certified payroll records to the Labor Commissioner as required under California law and regulations.

4. **Apprentices:** If the amount of the Agreement is \$30,000 or more, Consultant must comply with the apprenticeship requirements in Labor Code section 1777.5.
5. **DIR Monitoring, Enforcement, and Registration:** The Services are subject to compliance monitoring and enforcement by the DIR pursuant to Labor Code section 1725.5, and, subject to the exception set forth below, Consultant and any subconsultants must be registered with the DIR to perform public works projects. The registration requirements of Labor Code section 1725.5 do not apply if the Agreement is for an amount under \$25,000.

**(2) Compensation.** As full compensation for the satisfactory and timely performance of the Services as specified in Section (1), "Scope of Services," and the attached exhibits, City hereby agrees to pay Consultant a sum not to exceed **One Hundred Twenty Thousand Dollars (\$120,000)**.

Consultant will be paid all undisputed amounts within thirty (30) days of City's receipt of detailed invoices for Services provided to the City Manager's satisfaction during the preceding calendar month. Invoices must include all of the information contained in Section (7), "Billings," below. Each invoice must be signed by an authorized representative of Consultant, verifying that the invoiced Services have been performed. Consultant will not be entitled to compensation for Additional Services, as defined below in Section (3), unless authorized by City in writing in advance, and memorialized in an amendment to this Agreement executed by the authorized representatives of each Party. This Section (2) supersedes any conflicting or inconsistent provisions in the Proposal.

**(3) Additional Services.** In addition to the Services included in Section (1), "Scope of Services," the Parties may from time to time agree that Consultant will provide Additional Services for additional compensation, as authorized by the City Manager. The nature and scope of the Additional Services, including the time for performance and terms for mutually agreeable additional compensation must be memorialized in a writing, executed by both Parties, as further specified in Section (22), "Amendments," before Consultant may begin providing the Additional Services. Consultant will not be entitled to compensation for any Additional Services performed without a written amendment to include the Additional Services in this Agreement. If Consultant believes that services that it is directed to perform by City are not included in Section (1), "Scope of Services," Consultant will promptly notify the City in writing of the basis for this belief. If the City agrees that the subject services are not included in Section (1), "Scope of Services," the Parties will promptly execute a writing to authorize the services as Additional Services for mutually agreed-upon additional compensation. Except as otherwise specified in the written authorization, all Additional Services are subject to the same terms and conditions as all Services under this Agreement, including, billing, record-keeping, reporting, insurance, indemnity, and compliance with all applicable laws and standards.

**(4) Effective Date and Term.** The term of this Agreement ("**Term**") begins on the Effective Date set forth above, and expires on November 1, 2027. If the Term expires later than the end of the City's fiscal year, the continuation of the Term into the next fiscal year will be contingent upon the City's lawful encumbrance or appropriation of new funds for the Agreement.

**(5) Assignment and Subcontracting.** A substantial inducement to City for entering into this Agreement was, and is, the reputation and competence of Consultant. The assignment or subcontracting of this Agreement by Consultant, or any interest therein, is prohibited without the

prior written approval of the City Manager. The City has authorized Consultant to use the following Subconsultants/Subcontractors as specified:

<u>Subconsultant/Subcontractor Name</u>	<u>Subconsultant/Subcontractor Services</u>
N/A	N/A

**(6) Independent Contractor Status.** It is expressly understood and agreed by the Parties that Consultant, while providing Services pursuant to this Agreement, is an independent contractor and not an employee of the City. Consultant is solely responsible for the means and methods by which it provides the Services. Consultant is solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Consultant is solely responsible for its own acts and those of its agents and employees during the Term of this Agreement. Consultant will not represent, at any time or in any manner, that Consultant is an employee of the City. Consultant will exercise its judgment in recommending to City the methods by which to accomplish City's objectives and needs. Consultant acknowledges that the City will provide no training. Consultant will provide whatever tools and materials that are necessary to complete a client engagement. Consultant is free to accept, and has accepted in the past, other client engagements. Consultant is responsible for purchasing, bringing, providing, and controlling any and all equipment, tools, instruments, etc. needed for completion of the Services set forth herein, as well as for maintenance and use of such equipment. It is understood that Consultant is hired on a temporary basis only, and that if the City and/or Consultant desires to continue Consultant's services after expiration of the Term or termination of this Agreement, Consultant must enter into a new agreement.

**(7) Billings.** Consultant's invoices must include the following information: (a) a brief description of Services performed, including any Additional Services; (b) the date the Services were performed; (c) the number of hours spent and by whom; (d) the current Agreement not-to-exceed amount; (e) the amount previously billed; (f) the total paid to date; (g) the outstanding balance due, if any; (h) the current invoice amount; (i) total amount billed against the Agreement to date; (j) the remaining balance of the not-to-exceed amount; and (k) the Consultant's signature. Except as specifically authorized by City, Consultant will not bill City for duplicate Services performed by more than one person. Consultant may not submit any billing for an amount in excess of the maximum amount of compensation authorized in Sections (2) and (3), above. Consultant is solely responsible for its office and overhead costs, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by Consultant in the performance of this Agreement.

**(8) Advice and Status Reporting.** Consultant will provide the City with timely reports, orally or in writing, of all significant developments arising during performance of its Services, and provide the City with information as is necessary to enable City to monitor the performance of this Agreement, including statements and data demonstrating the effectiveness of the Services provided in achieving the City's express goals and objectives. The City may withhold payments otherwise due to Consultant pending timely delivery of all such reports and information. Consultant will promptly notify the City Manager of any matters that could adversely affect Consultant's ability or eligibility to continue to provide Services under this Agreement.

**(9) Retention of Records.** Consultant's complete files, including all records, employee time sheets, and correspondence pertaining to the Services will be available for review by the City upon request, and copies of pertinent reports and correspondence will be furnished for the City's files upon request by the City. Consultant will maintain adequate documentation to substantiate

all charges for hours and materials charged to City under this Agreement. Consultant will maintain the records and any other records related to the Services or this Agreement and will allow City access to such records for a period of four years after the expiration of the Term or termination of the Agreement. At City's request, or upon expiration or termination of this Agreement, Consultant will return to City all plans, maps, cost estimates, project financial records, reports, and related documents. All research information, plans, diagrams, financial records, reports, cost estimates or other documents prepared or obtained under the terms of this Agreement will be delivered to and become the property of the City and all data prepared or obtained under this Agreement will be made available, upon request, to the City without restrictions or limitations on their use. This Section (9) will survive expiration of the Term or termination of the Agreement.

**(10) Written Reports and Documents.** In accordance with Government Code section 7550, if the total compensation paid to Consultant under this Agreement exceeds \$5,000, any document or written report prepared by Consultant for or under the direction of City will contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report. When multiple documents or reports are the subject or product of this Agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or reports.

**(11) Record and Fiscal Control System.** Consultant will maintain its financial records and fiscal control systems in a commercially reasonable manner. Consultant will maintain personnel and payroll records to adequately identify the source and application of all received funds; withhold income taxes; pay employment taxes (including Social Security), unemployment compensation, worker's compensation and other taxes as may be due. Consultant will maintain an effective system of internal control to assure that funds provided through the City are used solely for authorized purposes.

**(12) Access to Records; Audits.** The City will have access at any time during normal business hours and as often as necessary to any bank account and books, records, documents, accounts, files, reports, and other property and papers of Consultant relating to the Services to be provided under this Agreement for the purpose of making an audit, review, survey, examination, excerpt or transcript.

**(13) Consultant's Testimony.** Unless the Services include serving as an expert witness, Consultant agrees to consult with City and testify at City's request at no additional cost other than normal witness fees if litigation is brought against City in connection with Consultant's Services. This Section (13) will survive expiration of the Term or termination of the Agreement.

**(14) Assignment of Personnel.** Consultant will only assign competent and qualified personnel to perform the Services. If City asks Consultant to remove a person assigned to the Services, Consultant agrees to do so immediately regardless of the reason, or the lack of a reason, for City's request.

**(15) Insurance.** Before it may begin performing Services under this Agreement, Consultant must procure and provide proof of the insurance coverage and endorsements required by this Section in the form of certificates and endorsements acceptable to City. The required insurance must cover the activities of Consultant and its subconsultants or subcontractors relating to or arising from the performance of the Services, and must remain in full force and effect at all times during the Term of the Agreement. All required insurance must be issued by a company licensed

to do business in the State of California, and each such insurer must have an A.M. Best's financial strength rating of "A" or better and a financial size rating of "VII" or better. If Consultant fails to provide any of the required coverage in full compliance with the requirements of this Agreement, City may, at its sole discretion and in addition to any other remedies, purchase such coverage at Consultant's expense and deduct the cost from payments due to Consultant, suspend performance of the Services under the Agreement, or terminate Consultant for default. The procurement of the required insurance will not be construed to limit Consultant's liability under this Agreement or to fulfill Consultant's indemnification obligations under this Agreement. If coverage limits carried by Consultant exceed the minimum limits specified below, the higher limits will be deemed to be required by this Agreement.

A. **Policies and Limits.** Consultant must procure and maintain the following insurance policies and limits at all times during the Term of this Agreement:

1. **Commercial General Liability Insurance ("CGL"):** The CGL policy must be issued on an occurrence basis, written on a comprehensive general liability form (CG 00 01), and must include coverage for liability arising from the operations of Consultant or its subconsultants or subcontractors in the performance of the Services, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits of at least \$2,000,000.00 per occurrence. General aggregate limit shall be twice the required occurrence limit. The CGL coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth herein.
2. **Automobile Liability:** The automobile liability policy must provide coverage of at least \$1,000,000.00 combined single-limit per accident for bodily injury, death or property damage.
3. **Workers' Compensation Insurance and Employer's Liability:** If the Consultant has employees, the policy must comply with the requirements of the California Workers' Compensation Insurance and Safety Act, providing coverage of at least \$1,000,000.00, or as otherwise required by law.
4. **Professional Liability:** The professional liability insurance policy must insure against the Consultant's errors and omissions in the provision of Services under this Agreement, in an amount not less than \$1,000,000.00 combined single limit. Any deductible or self-insured retention may not exceed \$50,000. The professional liability policy must include prior acts coverage sufficient to cover all Services provided by the Consultant for this Agreement, and the coverage must continue in effect for five years following final payment to Consultant. The following provisions apply if the professional liability policy is written on a claims-made form:
  - a. The retroactive date of the policy must be shown and must be on or before the Effective Date of the Agreement.
  - b. The insurance must be maintained and evidence of insurance must be provided for a continuous period of at least five years following expiration of the Term or termination of the Agreement, whichever occurs first.

- c. If the coverage is canceled or not renewed and is not replaced with another claims-made policy form with a retroactive date that is on or before the Effective Date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years following expiration of the Term or termination of the Agreement, whichever occurs first. The City has the right to procure, at Consultant's cost, any extended reporting provisions of the policy if the Consultant cancels or fails to renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City before Consultant may begin performing Services under this Agreement.

**B. Required Endorsements.** The insurance provided by Consultant must include the following endorsements as specified below. The endorsements must be executed by a person authorized to bind the issuing insurer. The endorsements are to be provided on forms provided, specified, or approved by the City. As an alternative to the City's forms, the Consultant's insurer(s) may provide complete copies of all required insurance policies, including endorsements.

**1. Additional Insured Endorsements:** The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- a. The City, its officers, officials, employees, and volunteers ("**Additional Insureds**") will be covered as additional insureds with respect to all covered liability. This must be provided in the form of an additional insured endorsement to the Consultant's insurance policy, using form CG 20 10 11 85, forms CG 20 10 10 01 and GC 20 37 10 01, or equivalent approved by the City. For design professionals form CG 20 07 may be used. Alternatively, the additional insured endorsement may be provided as a separate owner's policy that complies with all of the requirements set forth in this Section 15.
- b. The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the policies will apply as though separate policies have been issued to each of the Additional Insureds.
- c. The insurance provided by the Consultant is primary and no insurance or self-insurance held or owned by any of the Additional Insureds may be called upon to contribute to a loss or defense.
- d. Any failure by Consultant to comply with the reporting requirements for a policy will not affect nor abridge the coverage provided for any Additional Insureds.
- e. The coverage or endorsement will not contain any limitations on the scope of protection available to the Additional Insureds.

**2. Notice:** Each insurance policy required by this clause must provide or be endorsed to state that coverage will not be reduced, canceled, or allowed to expire without at least thirty (30) days advance written notice to the City, unless due to non-payment of premiums, in which case ten (10) days advance written notice is required.

3. **Waiver of Subrogation:** Each required policy must include an endorsement providing that the insurer will waive any right of subrogation it may have against the City. Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss.

C. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions for the required insurance policies are subject to prior approval by the City Manager. Before beginning performance of the Services, Consultant must disclose the amounts of the deductibles and self-insured retentions that apply to the required policies. If the City Manager determines that the deductible or self-insured retention for any required policy is unacceptably high, at the option of City, (1) the insurer must reduce or eliminate the deductible or self-insured retention with respect to the Additional Insureds, or (2) the Consultant must provide a bond or financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. During the Term of this Agreement, Consultant may not increase any deductibles or self-insured retentions with respect to the Additional Insureds, without the prior written consent of the City Manager. The City Manager may condition such consent upon the Consultant procuring a bond or financial guarantee that is satisfactory in form to the City, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

D. **Subconsultants or Subcontractors.** Consultant must ensure that each subconsultant or subcontractor is required to maintain the same insurance coverage required for Consultant under this Section (15), with respect to its performance of Services, including the required endorsements. Consultant must confirm that each subconsultant or subcontractor has complied with these insurance requirements before the subconsultant or subcontractor is permitted to begin Services under this Agreement. Upon request by the City, Consultant must provide certificates and endorsements submitted by each subconsultant or subcontractor to prove compliance with this requirement. The insurance requirements for subconsultants or subcontractors do not replace or limit the Consultant insurance obligations.

**(16) Indemnification.** The terms and conditions set forth in subsection 16(A), below, are applicable to this Agreement if the Services to be provided by Consultant are not “design professional” services as used and defined in Civil Code section 2782.8 (architect, landscape architect, engineering, or land surveyor services). The terms and conditions set forth in subsection 16(B), below, are applicable to this Agreement if the Services to be provided by Consultant are “design professional” services as used and defined in Civil Code section 2782.8 (architect, landscape architect, engineering, or land surveyor services).

A. **Indemnification by Non-Design Professionals.** Consultant shall, to the fullest extent permitted by law, indemnify, defend (with counsel acceptable to the City) and hold harmless City, and its employees, officials, volunteers and agents ("**Indemnified Parties**") from and against any and all losses, claims, damages, costs and liability of every nature arising out of or resulting from the performance of this Agreement by Consultant, its officers, employees, agents, volunteers, subcontractors or sub-consultants, excepting only liability arising from the sole negligence, active negligence or willful misconduct of City. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys’ fees; court costs; and costs of alternative dispute resolution.

1. The duty to defend is a separate and distinct obligation from the Consultant’s duty to indemnify. The Consultant shall be obligated to defend, in all legal, equitable, administrative,

or special proceedings, with counsel approved by the City, the City and its directors, officers, and employees, immediately upon tender to the Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an Indemnified Party does not relieve the Consultant from its separate and distinct obligation to defend City. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if the Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of an Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party, Consultant may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs.

2. In the event that Consultant or any employee, agent, subconsultant or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("**PERS**") to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, subconsultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

3. The review, acceptance or approval of the Consultant's Services or work product by any Indemnified Party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations. The provisions of this Section are not limited by and do not affect the provisions of this Agreement relating to insurance.

4. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

5. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

**B. Indemnification by Design Professionals.** Consistent with California Civil Code section 2782.8 ("**section 2782.8**"), when the Services to be provided under this Agreement are to be performed by a "design professional," as that term is defined under section 2782.8, Consultant shall, to the fullest extent permitted by law, indemnify, defend and hold harmless City, and its employees, officials, volunteers and agents ("**Indemnified Parties**") from and against any and all losses, claims, damages, costs and liability of every nature, including reasonable attorneys' fees and costs, to the extent caused in whole or in part by any negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, subconsultants or subcontractors in performance of the Services under this Agreement, but excluding the sole or active negligence or willful misconduct of one or more of the Indemnified Parties. Defense costs shall not exceed Consultant's proportionate percentage of fault, except as set forth in section 2782.8.

1. In the event that Consultant or any employee, agent, subconsultant or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("**PERS**") to be eligible for

enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, subconsultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

2. The review, acceptance or approval of the Consultant's Services or work product by any Indemnified Party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations. The provisions of this Section are not limited by and do not affect the provisions of this Agreement relating to insurance.

3. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

4. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

**(17) Licenses.** If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its employees, agents, or subcontractors by federal or state law, Consultant warrants that such license has been obtained, is valid and in good standing, and Consultant shall keep it in effect at all times during the Term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations. Consultant, its subconsultants, and subcontractors, will obtain and maintain a City of San Pablo Business License at all times during the Term of this Agreement.

**(18) Employment Practices.**

A. **Employment of Local Residents.** Pursuant to the San Pablo Economic Opportunity Policy, the Consultant and any subcontractors shall contact the San Pablo Economic Development Corporation ("**EDC**") at [info@sanpabloedc.org](mailto:info@sanpabloedc.org) or 510-215-3200, at least ten business days prior to hiring or staffing for fulfillment of the Agreement, describing number, duties and qualifications needed for available positions, and shall fairly consider for employment any workers referred by the EDC within three business days. "**Local Resident**" means an individual having an adjusted household income of less than the Area Median Income for Contra Costa County, and domiciled in the City of San Pablo as of the relevant hiring date, with "domiciled" as defined by Section 349(b) of the California Election Code. Discrimination against Local Residents on the basis of their local status is prohibited.

B. **Compliance With Law.** Consultant represents that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment. Consultant shall not discriminate in the employment of any person because of race, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act. Consultant shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 ("**ADA**") in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the

immediate termination of, this Agreement. In performing Services and providing services under this Agreement, Consultant shall, at its sole cost and expense, comply with all applicable laws of the United States and the State of California; the Ordinances of the City of San Pablo; and the rules, regulations, orders, and directions of their respective administrative agencies and the officers thereof.

**(19) Local Subcontracting – Outreach.** Consultant shall contact the EDC at [info@sanpabloedc.org](mailto:info@sanpabloedc.org) or 510-215-3200) at least two weeks prior to any subcontract award, providing notice and details regarding subcontracting opportunity. The EDC shall notify qualified local businesses of subcontracting opportunities, and provide technical assistance to qualified local businesses during the subcontracting bidding process.

**(20) Termination.**

A. Termination for Convenience. City may terminate this Agreement at its sole discretion at any time prior to expiration of the Term or completion by the Consultant of the Services required hereunder. Notice of termination of this Agreement shall be given in writing to the Consultant, and shall be sufficient and complete when same is deposited in the United States Mail, postage prepaid and certified, address as set forth below in Section (37), “Notices.” The Agreement shall be terminated upon the date set forth in the City’s Notice of Termination. If the City terminates this Agreement, the Consultant shall be compensated for all Services satisfactorily performed prior to the time of receipt of cancellation notice, and shall be compensated for materials ordered by the Consultant or its employees, or services of others ordered by the Consultant or its employees, prior to receipt of notice of cancellation whether or not such materials or final instruments of service of others have actually been delivered, provided that the Consultant or its employees are not able to cancel such orders for materials or services of others. Compensation for the Consultant in the event of cancellation shall be determined by City in accordance with the percentage of Services completed and agreed to by the Consultant. In the event of cancellation, all notes, sketches, computations, drawings, and specifications or other data, whether complete or not, remain the property of the City. The City may make copies or extract information from any such notes, sketches, computations, drawings, and specifications, or other data whether complete or not.

B. Termination for Cause. City may terminate this Agreement for cause by providing Consultant with one day’s written notice of such termination if Consultant violates any of the terms and conditions of this Agreement. In City’s discretion and at City’s option, such termination for cause may alternatively be accomplished, where Consultant fails to perform any of the obligations required of Consultant within the time and in the manner provided for under the terms of this Agreement, within seven days after receipt of the notice of such default. Upon City’s termination of this Agreement for cause, City reserves the right to complete the Services by whatever means City deems expedient and the expense of completing such Services, as well as any and all damages to the extent caused by the negligent acts, intentional acts or errors or omissions of the Consultant, shall be charged to the Consultant.

C. Immediate Termination. City may terminate this Agreement immediately in any case where the Consultant engages in fraudulent or criminal activities while performing the Services, or is otherwise determined to lack the necessary skills to accomplish the desired objectives.

**(21) Ownership of Materials.** Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by

Consultant pursuant to this Agreement shall be the property of the City at the moment of their completed preparation. All materials and records of a preliminary nature such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to City at no additional charge and without restriction or limitation on their use consistent with the intent of the original design.

**(22) Amendments.** This Agreement may be modified or amended only by a written document executed by both Consultant and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the Parties to amend the terms and conditions of this Agreement.

**(23) Abandonment by Consultant.** In the event the Consultant ceases performing Services under this Agreement or otherwise abandons the Agreement prior to completing all of the Services, Consultant shall, without delay, deliver to City all materials and records prepared or obtained in the performance of this Agreement, and shall be paid for the reasonable value of the Services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which City incurs as a result of such cessation or abandonment. Consultant agrees to be financially responsible and to compensate City for any costs incurred by City in retaining the services of another to replace Consultant, but only to the extent that the costs of retaining the replacement exceed what remaining amounts would have been paid to Consultant under the Agreement had Consultant completed the Services.

**(24) Waiver.** The waiver by either Party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.

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

**(26) Severability.** Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either Party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the Parties.

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

**(28) Controlling Law and Venue.** This Agreement and all matters relating to it shall be governed by the laws of the State of California, and venue for any legal action arising from or relating to this Agreement will be in the Superior Court of Contra Costa County, and no other place. Consultant hereby waives the removal provisions of Code of Civil Procedure section 394.

**(29) Breach.** In the event that Consultant fails to perform any of the Services described in this Agreement or otherwise breaches the Agreement, City shall have the right to pursue all

remedies provided by law and equity. Neither payment by the City nor performance by Consultant shall be construed as a waiver of either Party's rights or remedies against the other. Failure to require full and timely performance of any provision, at any time, shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter. In the event of any suit, action or proceeding brought by either Party for breach of any term hereof or to enforce any provision hereof, the prevailing party shall be entitled to recover its reasonable attorney's fees.

**(30) Inspection by Other Agencies.** Authorized representatives of the Federal Government, the California Department of Transportation, or other government agencies which provide grant funding (if any) for this Agreement and the City have the right to inspect Consultant's performance of the Services, files, and work product.

**(31) Conflict of Interest.** Consultant warrants and covenants that Consultant presently has no interest in, nor shall any interest be acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local, or federal law. In the event that any conflict of interest should nevertheless arise, Consultant shall promptly notify City of the existence of such conflict of interest so that the City may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Gov. Code section 81000 et seq.) respecting this Agreement. Where City Manager determines, based on facts provided by City staff, that Consultant meets the criteria of section 18701 of the FPPC regulations, the individual providing services under this Agreement shall be considered a "designated employee" under the City's conflict of interest code, and shall be required to complete FPPC Form 700 regarding his or her economic interests in a timely manner.

**(32) Copyright.** Upon City's request, Consultant shall execute appropriate documents to assign to the City the copyright to work created pursuant to this Agreement. The issuance of a patent or copyright to Consultant or any other person shall not affect City's rights to the materials and records prepared or obtained in the performance of this Agreement. City reserves a license to use such materials and records without restriction or limitation consistent with the intent of the original design, and City shall not be required to pay any additional fee or royalty for such materials or records. The license reserved by City shall continue for a period of fifty years from the Effective Date unless extended by operation of law or otherwise.

**(33) Whole Agreement.** This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

**(34) Authority of Parties.** Each of the signatories to this Agreement warrants that he or she has the authority to enter into and execute this Agreement and to bind the entity or entities on whose behalf they sign.

**(35) Counterparts.** This Agreement may be executed in duplicate counterparts.

**(36) Multiple Copies of Agreement.** Multiple copies of this Agreement may be executed but the parties agree that the Agreement on file in the office of the City Clerk is the version of the Agreement that shall take precedence should any differences exist among counterparts of the document.

**(37) Notices.** Notices required by this Agreement shall be personally delivered or mailed, postage prepaid, as follows:

To Consultant: Amanda Percy, Finance Manager  
SOS Richmond  
23 Maine Avenue  
Richmond, CA 94804

To the City: City Manager, City of San Pablo  
San Pablo City Hall  
1000 Gateway Avenue  
San Pablo, CA 94806

Each Party shall provide the other Party with telephone and written notice of any change in address as soon as practicable. Notices given by personal delivery shall be effective immediately. Notices given by mail shall be deemed to have been delivered forty-eight hours after having been deposited in the United States mail.

**(38) Federal Funding Requirements (if applicable).** If this Agreement is subject to federal funding, in whole or in part, it must comply with the uniform federal award procurement requirements set forth in 2 CFR §§ 200.318 – 200.327, as may be amended from time to time, and contain the applicable provisions described in Appendix II to Part 200 – *Contract Provisions for non-Federal Entity Contracts Under Federal Awards*, which are attached to this Agreement as Exhibit C. In the event of a conflict or inconsistency between Exhibit C, Exhibit D, if applicable, and this Agreement, Exhibit C will control.

This Agreement is subject to federal funding. See Exhibit C.  
 This Agreement is not subject to federal funding.

**(39) Caltrans Funding Requirements (if applicable).** If this Agreement is for architectural and/or engineering services subject to reimbursement or funding, in whole or in part, by Caltrans and administered under the Local Assistance Procedures Manual (“LAPM”), it must include the provisions set forth in Exhibit D, *Mandatory Fiscal and Federal Provisions for Architectural and Engineering Consultant Contracts Subject to Caltrans Funding*. In the event of any conflict or inconsistency between Exhibit D and this Agreement, Exhibit D will control.

This Agreement is subject to funding by Caltrans. See Exhibit D.  
 This Agreement is not subject to funding by Caltrans.

*[Signatures on following page.]*

IN WITNESS WHEREOF, Consultant has executed this Agreement, and the City, by its City Manager, who is authorized to do so, has executed this Agreement.

**APPROVED AS TO FORM:**

**CITY OF SAN PABLO**  
A Municipal Corporation

By \_\_\_\_\_  
Brian P. Hickey, City Attorney

By \_\_\_\_\_  
Matt Rodriguez, City Manager

Date signed: \_\_\_\_\_

Date signed: \_\_\_\_\_

**SOS RICHMOND**

By \_\_\_\_\_  
Daniel Barth, Executive Director

Date signed: \_\_\_\_\_

**ATTEST:**

By \_\_\_\_\_  
Dorothy Gantt, City Clerk

Date signed: \_\_\_\_\_

Attachments:

Exhibit A: City's Grant Agreement with Caltrans dated April 15, 2026

Exhibit B: Consultant's Program Description dated January 13, 2026

**Exhibit A**  
**Grant Agreement with Caltrans**

**Clean California Local Grant Program (State)  
Restricted Grant Agreement**

This Restricted Grant Agreement (RGA), between the State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS**, and the **City of San Pablo**, hereinafter referred to as **AGENCY**, will commence on **April 15, 2026, or upon approval by CALTRANS, whichever occurs later**. This RGA is of no effect unless approved by **CALTRANS**. **AGENCY** shall not receive payment for work performed prior to approval of this RGA and before receipt of Notice to Proceed from **CALTRANS**. This RGA shall expire on **November 30, 2027**.

**Recitals**

1. Under this RGA, **CALTRANS** intends to convey State restricted grant funds to **AGENCY**, pursuant to Budget Act Line Item 2660-130-0001, who will implement the project pursuant to the attached Approved Grant Application and Amendment(s) to Grant Application, Attachment III under the terms, covenants, and conditions of this RGA.
2. **CALTRANS** and **AGENCY** intend that only funds that are authorized as restricted grants will be subject to this RGA, and that no funds that should be the subject of a Joint Powers Agreement, Interagency Agreement, or other non-grant agreement shall be subject to this RGA.
3. WHEREAS, the Clean CA Program, through its Clean CA Local Grants Program, is authorized under California Streets and Highways Code Section 91.41 to provide funding and resources to support local projects that advance the program's goals and objectives;
4. WHEREAS, California Streets and Highways Code Section 91.41 provides the legislative authority for the Clean CA Program to advance the following intent and objectives:
  - a. **Reduce Waste and Beautify Public Spaces:** The primary goal of the program is to allocate grants to local and regional public agencies, transit agencies, and tribal governments to reduce waste and debris within public rights-of-way, tribal lands, parks, pathways, transit centers, and other public spaces. The program aims to enhance, rehabilitate, restore, or install measures to beautify and improve these public spaces.
  - b. **Improve Public Health and Community Placemaking:** The program seeks to enhance public health, cultural connection, and community placemaking by improving public spaces for walking and recreation. By investing in the improvement of these spaces, it aims to create a positive and welcoming environment for the community.
  - c. **Promote Equity for Underserved Communities:** The program places a strong emphasis on advancing equity for underserved communities.
  - d. **Support Sustainable Practices:** The program encourages the implementation of sustainable practices in the beautification and enhancement of public spaces. This includes greening efforts, such as providing shade and reducing the urban heat island effect, as well as using native, low-water plants.
  - e. **Engage Local Communities:** The program promotes community engagement by requiring project proposals to reflect community priorities. It encourages the involvement of local communities in the development and selection of projects to ensure they meet the needs and preferences of the affected population.
  - f. **Prohibit Displacement of Persons Experiencing Homelessness:** The program prohibits

grants from funding projects that displace persons experiencing homelessness. This reflects the intention to address public space improvements without negatively impacting vulnerable populations.

- g. **Transparent and Efficient Grant Allocation:** The program requires the program to issue a call for projects and announce grant awards. The guidelines for allocating grants must include project selection criteria and program evaluation metrics.
5. WHEREAS, the purpose of this RGA is to authorize Caltrans districts to enter into agreements with local agencies to support the development, implementation, and funding of local agencies partnership projects that align with the goals and priorities of the Clean CA Program and comply with California Streets and Highways Code Section 91.41;
  6. WHEREAS, this RGA establishes a framework for Caltrans districts to provide financial contributions and other assistance to local agencies, fostering effective collaboration and coordination to deliver successful transit partnership projects;
  7. WHEREAS, this RGA emphasizes transparency, objective evaluation, and fair allocation of resources, ensuring that projects scoring higher based on established criteria receive prioritization for funding and implementation;
  8. WHEREAS, the Clean CA Program facilitates collaboration between Caltrans districts and local agencies to support litter abatement and public space beautification efforts on locally owned public right-of-way while creating workforce development opportunities for individuals facing barriers to employment that align with the goals and priorities of the Clean CA Program and comply with California Streets and Highways Code Section 91.41;
  9. WHEREAS, the Clean CA Program, in partnership with Caltrans districts, seeks to enhance local right-of-way areas to address waste management challenges, graffiti mitigation, and public space beautification, thereby contributing to create cleaner, safer, and more equitable public spaces throughout California;
  10. WHEREAS, the Clean CA Program, established by the State of California, is a transformative initiative which promotes sustainable transportation alternatives, reducing greenhouse gas emissions, and combatting climate change to improve the overall quality of life for residents and visitors of California;
  11. WHEREAS, the Clean CA Program envisions a comprehensive approach to address transportation challenges, enhance transit infrastructure, and support local agencies in their efforts to create efficient, safe, and environmentally friendly transit options;
  12. NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the Parties enter into this RGA to advance the purpose and intent of the Clean CA transit initiative, harnessing the legislative authority provided under California Streets and Highways Code Section 91.41, and collaborating on transit partnership projects that contribute to a sustainable, innovative, and well-connected transportation network throughout the State of California.

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

#### **Section I**

**AGENCY Agrees:**

To timely and satisfactorily complete all Project work described in **Attachment III** ("Project Work") within the project budget and in accordance with the items of this RGA.

## Section II

### **CALTRANS Agrees:**

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

## Section III

### **It Is Mutually Agreed:**


1. Under this RGA, **CALTRANS** will convey State grant restricted funds to **AGENCY**, pursuant to Budget Act Line Item 2660-130-0001, and **AGENCY** will use the funds to only conduct the scope of work identified in this agreement and authorized by Streets and Highway Code section 91.41. The funds subject to this RGA must be identified as available to a public entity that is responsible for implementing the scope of work authorized under the Clean California Program in **CALTRANS'** budget, and **AGENCY** represents and warrants that it is a public entity that is responsible for implementing the scope of work authorized under the Clean California Program.
2. Under this restricted grant, funds may be only used for the purposes set forth in this RGA, **AGENCY** Resolution (**Attachment IV**), Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**), and the Grant Program Guidelines (**Attachment I**), and the funds may only be used for costs and expenses that are directly related to such purpose.
3. **AGENCY** shall perform all the duties and obligations described in **San Pablo Shines**, hereinafter "Project", subject to the terms and conditions of this RGA and Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**), which are attached hereto as **Attachment III**.
4. The resolution authorizing **AGENCY** to execute this RGA pertaining to the above-described Project is attached hereto as **Attachment IV**.
5. All services performed by **AGENCY** pursuant to this RGA shall be subject to and performed in accordance with California Streets and Highways Code §91.41 including, but not limited to, Government Code Section 14460(a)(1), as well as all applicable Federal, State, and Local laws, regulations, and ordinances, all applicable **CALTRANS** policies and procedures, and all applicable **CALTRANS** published manuals, including, but not limited to, the Grant Program Guidelines (**Attachment I**).

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

6. Project funding is as follows:

Fund Title	Fund Source	Dollar Amount
Clean California Funds	State General Fund (0001) Budget Item 2660-130-0001 State Program Code 20.30.010.900 FY 2025/26	\$200,000.00
	<b>Local Match/In-Kind</b>	<b>\$32,000.00</b>
	<b>Total Project Costs</b>	<b>\$232,000.00</b>

**For Caltrans Use Only**

I hereby Certify upon my own personal knowledge that budgeted funds are available for encumbrance.			
Jie Chen		04/07/2026	\$200,000.00
Accounting Officer Printed Name	Accounting Officer Signature	Date	Amount Certified

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

8. Notification of Parties

- a. **AGENCY's** Project Manager for Project is Amanda Booth (510) 215-3066.
- b. **CALTRANS'** District Partnership Liaison is Ida Tu (510) 496-9069. "District Partnership Liaison" as used herein includes his/her designee.
- c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

**City of San Pablo**

Attention: Amanda Booth, Environmental Program Manager  
 Phone Number: (510) 215-3066  
 Email: AmandaB@SanPabloCA.gov  
 Address: 1000 Gateway Avenue, San Pablo, CA 94806

**California Department of Transportation, District Partnership Liaison**

District 04/Clean California  
 Attention: Ida Tu, Clean CA Grant Manager  
 Phone Number: 510-496-9069  
 Email: Ida.Kwong@dot.ca.gov  
 Address: 111 Grand Ave. Oakland, CA 94612

9. Period of Performance

- a. Reimbursable work under this RGA shall begin no earlier than on **April 15, 2026**, following the written approval of **CALTRANS** and **AGENCY**'s receipt of the Notice to Proceed letter of this RGA by **CALTRANS**. All reimbursable work shall terminate no later than **July 30, 2027**. Project closeout and final invoicing to **CALTRANS** must be submitted no later than **November 30, 2027**. Work incurred after **July 30, 2027**, will not be reimbursed. Payment shall be forfeit for any and all invoicing submitted to **CALTRANS** after **November 30, 2027**. Notwithstanding the foregoing, Caltrans will reimburse for actual close out costs incurred by **AGENCY** through **November 30, 2027** (which, in total, shall not exceed 5% of the grant award).
- b. If requested by the **CALTRANS District Partnership Liaison**, **AGENCY** will attend a kickoff meeting with **CALTRANS** to be scheduled within one (1) week from receipt of Notice to Proceed sent by **CALTRANS**.

10. Changes in Terms/Amendments

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

11. Cost Limitation

- a. The maximum total amount granted and reimbursable to **AGENCY** pursuant to this RGA by **CALTRANS** shall not exceed **\$200,000**.
- b. It is agreed and understood that the Clean CA funds are limited to the amount granted. **CALTRANS** will only reimburse the cost of services actually incurred in accordance with the provisions of this RGA and as authorized by the **CALTRANS District Partnership Liaison** at or below that fund limitation established herein.

12. Termination

- a. **CALTRANS** reserves the right to terminate this RGA upon written notice to **AGENCY** at least 30 days in advance of the effective date of such termination in the event **CALTRANS** determines (at its sole discretion) that **AGENCY** failed to proceed with PROJECT Work in accordance with the terms of this RGA. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination. **AGENCY** shall return any unused advance amounts which cannot be supported by eligible expenditure documentation.
- b. This RGA may be terminated by either party for any reason by giving written notice to the other party at least 30 days in advance of the effective date of such termination. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all costs that are expressly allowable, pre-authorized in writing, and non-cancellable, up to the date of termination.
- c. **AGENCY** has 60 days after the Termination Date to submit accurate invoices to **CALTRANS** to make final allowable payments for Project costs in accordance with the terms of this RGA. Failure to submit invoices within this period of time shall result in a waiver by **AGENCY** of its right to reimbursement of expended costs. Costs that are reimbursed and later determined to be ineligible for reimbursement shall be returned by **AGENCY** to **CALTRANS**.

13. Budget Contingency Clause

- a. It is mutually agreed that if the US Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA do not appropriate sufficient funds for the program, this RGA shall be of no further force and effect.

In this event, **CALTRANS** shall have no liability to pay any funds whatsoever to **AGENCY** or to furnish any other considerations under this RGA and **AGENCY** shall not be obligated to perform any provisions of this RGA.

- b. The certification of FY 2025/26 funds will be contingent upon the passage of the FY 2023/24 Budget. Payment for any work performed that is funded by FY 2023/24 will be delayed if the FY 2023/24 Budget is not signed by June 30, 2023. Pursuant to Government Code (GC), Section 926.10, no late payment penalty shall accrue during any time period for which no Budget Act in effect. If funding for any fiscal year is reduced or deleted by US Congress or State Legislature for purposes of this program, **CALTRANS** shall have the option to either terminate this RGA with no liability occurring to **CALTRANS** or offer an RGA Amendment to **AGENCY** to reflect reduced amount.

#### 14. Payment and Invoicing

- a. **AGENCY**, its contractors, subcontractors and sub-recipients, shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP) and any standards specified by the source of funds, to enable the determination of incurred costs at interim points of completion, and to provide support for reimbursement payment vouchers or invoices.
- b. The method of payment for this RGA will be based on the actual allowable costs that are incurred in accordance with the provisions of this RGA and in the performance of the Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**). **CALTRANS** will reimburse **AGENCY** for expended actual allowable direct costs, and including, but not limited to, labor costs, travel, and contracted consultant services costs incurred by **AGENCY** in performance of the Project Work. Indirect costs are reimbursable only if the **AGENCY** has identified the estimated indirect cost rate in **Attachment II** and an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III–Cost Principles, Item 16d**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III–Cost Limitations, Item 11a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel, and other estimated costs and fees set forth in **Attachment III** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY**.
- c. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in accordance with the provisions of this RGA and in the performance of Project Work. **AGENCY** must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this RGA and before the Expiration Date but must have also paid for those costs to claim any reimbursement.
- d. The **AGENCY** indirect cost rate must be approved in writing by the California Department of Transportation Independent Office of Audits and Investigations or federal cognizant agency before any reimbursement payment is made by **CALTRANS** to **AGENCY** for such cost.
- e. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its subrecipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: <https://travelpocketguide.dot.ca.gov/>.

Also see website for summary of travel reimbursement rules.

- f. **AGENCY** shall submit invoices to **CALTRANS** at least quarterly, but no more frequently than monthly, in arrears upon completion of project tasks, milestone and/or deliverables in accordance with the Project Timeline in **Attachment III** to the satisfaction of **CALTRANS District Partnership Liaison**
  - g. Invoices shall reference this RGA Number and shall be signed and submitted to **CALTRANS District Partnership Liaison**, as stated in **Section III–Notification of Parties, Item 8c**.
  - h. Invoices shall include the following information:
    - 1) Names of the **AGENCY** personnel performing work
    - 2) Dates and times of Project Work
    - 3) Locations of Project Work
    - 4) Itemized costs as set forth in **Attachment III**, including identification of each employee, contractor or subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each employee, contractor, sub-recipient or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and contractor, subrecipient and subcontractor invoices.
    - 5) **AGENCY** shall submit written progress reports with each set of invoices to allow **CALTRANS District Partnership Liaison** to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.
  - i. Incomplete or inaccurate invoices shall be returned to the **AGENCY** unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per Section III–Termination, Item 12.
  - j. **CALTRANS** will reimburse **AGENCY** for all allowable Project costs at least quarterly, but no more frequently than monthly, in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of an itemized signed invoice.
  - k. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date this RGA expires. **AGENCY** has until **July 30, 2027**, to make final allowable payments to Project contractors or vendors, and November 30, 2027, to submit the Project's Final Report, as defined in Attachment I and a final invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the 60th day will be reverted and will no longer be accessible to reimburse late Project invoices contractor.
  - l. The final invoice will be paid upon submission by **AGENCY** to **CALTRANS** and acceptance by **CALTRANS** of the Final Delivery Report. Complete final delivery reports and invoices must be submitted to **CALTRANS** by **November 30, 2027**.
15. Quarterly Progress Reporting
- a. **AGENCY** shall submit written quarterly progress reports to the **CALTRANS District Partnership Liaison** to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be

developed.

#### 16. Cost Principles

- a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **AGENCY** agrees, and will assure that its contractors, sub-recipients, in-kind contributors, and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to the extent applicable.
- c. Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due **CALTRANS** within 30 days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.
- d. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must have identified estimated indirect cost rate in **Attachment II**, prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf>
- e. **AGENCY** agrees and shall require that all its agreements with consultants and subrecipients contain provisions requiring adherence to this section in its entirety **except for section c, above**.

#### 17. Americans with Disabilities Act

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

#### 18. Iran Contracting Act

**AGENCY** must complete and submit to **CALTRANS** the Iran Contracting Act Certification certifying that it is not on the most current DGS list of Entities Prohibited from Contracting with Public Entities in California per the Iran Contracting Act, 2010 (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses>), before the

Agreement has been executed, unless Contractor is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If claiming an exemption, the proposed Contractor shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d) before execution of the Agreement.

#### 19. Indemnification

- a. Neither **CALTRANS** nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, its contractors, its subrecipients, or its subcontractors under or in connection with any work, authority, or jurisdiction conferred upon **AGENCY** under this RGA. It is understood and agreed that **AGENCY** shall fully defend, indemnify, and save harmless **CALTRANS** and all of **CALTRANS**' officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortious, contractual, likeness statutes under California Civil Code §§ 3344 and 3344.1, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, subrecipients, or subcontractors under this RGA.
- b. **AGENCY** agrees to fully defend, indemnify, and save harmless **CALTRANS** and all of its officers and employees from any and all claims, lawsuits, or legal actions, including reasonable attorneys' fees and legal costs, relating to intellectual property claims arising from or related to the Project and/or any work procured under this RGA, including but not limited to claims based on (1) U.S. federal or state trademark infringement laws, (2) patent infringement laws (3) 17 U.S.C. §§ 101-810 (the Copyright Act of 1976, as modified), (4) 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA"), (5) 17 U.S.C. § 113, (6) California Civil Code § 987 (the California Art Preservation Act), California Civil Code §989, or (7) any other rights arising under U.S. federal or state laws or under the laws of any other country that conveys rights and protections of the same nature as those conveyed under 17 U.S.C. §106A(a) and California Civil Code §987, including intellectual property claims arising from or related to breach of contract, inverse condemnation, conversion, and/or taking of property.

#### 20. Nondiscrimination Clause (2 CCR 11105 Clause b)

- a. During the performance of this RGA, the **AGENCY**, its contractors, its subrecipients, and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. **AGENCY** shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- b. **AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1,

Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by **CALTRANS** to implement such article.

- c. **AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing and **CALTRANS** upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or **CALTRANS** shall require to ascertain compliance with this clause.
- d. **AGENCY** and its contractors, its sub-recipients, and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under this RGA.

#### 21. Retention of Records/Audits

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

California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.

- d. **AGENCY**, its subrecipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this RGA.
- e. Additionally, all grants may be subject to a pre-award audit prior to execution of this RGA to ensure **AGENCY** has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.
- f. Any contract with a contractor, subcontractor, or sub-recipient entered into as a result of this RGA shall contain all the provisions of this article.

## 22. Adjudication of Facts in Disputes

- a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**. The **CALTRANS** Contract Officer shall issue a written decision within 30 days of receipt of the dispute. If **AGENCY** rejects the decision of the **CALTRANS** Contract Officer, **AGENCY** can pursue any and all remedies authorized by law. Neither party waives any rights to pursue remedies authorized by law.
- b. Neither the pendency of a dispute nor its consideration by **CALTRANS** Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of this RGA.

## 23. Third-Party Contracts

- a. **AGENCY** shall perform the work contemplated with resources available within its own organization and no portion of the work shall be contracted to a third party without prior written authorization by the **CALTRANS District Partnership Liaison** unless expressly included (subrecipient identified) in **Attachment III** as Project Work.
- b. All State-government-funded procurements must be conducted using a fair and competitive procurement process. **AGENCY** may use its own procurement procedures as long as the procedures comply with the local **AGENCY's** laws, rules, and ordinances governing procurement and all applicable provisions of State law, including, without limitation, the requirement that the **AGENCY** endeavor to obtain at least three (3) competitive bids for solicitation of goods, services, and consulting services (see Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code); a qualifications-based solicitation process, for which statements of qualifications are obtained from at least three (3) qualified firms for architecture and engineering services (see Title 1, Division 5, Chapter 10 of the Government Code); and, the applicable provisions of the State Contracting Manual (SCM), Chapter 5, which are not inconsistent with this **Item 23, Third Party Contracts**. The SCM can be found and the following link: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.

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

#### 24. Drug-Free Workplace Certification

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

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

carry out the requirements as noted above.

## 25. Relationship of Parties

It is expressly understood that this agreement is executed by and between two (2) independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

## 26. State-Owned Data

- a. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
- 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
  - 2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
  - 3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
  - 4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
  - 5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
  - 6) Notify the **CALTRANS District Partnership Liaison** immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
  - 7) Advise the owner of the State-owned data, the **AGENCY** Information Security Officer, and the **AGENCY** Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
- b. **AGENCY** agrees to use the State-owned data only for State purposes under this Agreement.
- c. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s) (State Administrative Manual (SAM) Section 5335.1).

## 27. CALTRANS' Use of "Before" and "After" Project Photographs

- a. **AGENCY** acknowledges it provided a "Before" photograph of the Project with the **AGENCY's** application for the Clean California Local Grant Program. **AGENCY** acknowledges and agrees it must provide an "After" photograph of the Project as part of the close out reporting process.
- b. **AGENCY** warrants it is the copyright owner of the "Before" and "After" Project photographs.
- c. Neither the "Before" nor "After" Project photographs shall include the faces of any

- individuals.
- d. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the "Before" and "After" Project photographs, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
  - e. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.
28. Limited Grant of Rights to **CALTRANS** for Use of Educational Programming ("educational programming") Created or Produced for Project and Visual Art Located Outside of State Right-of-Way ("**Artwork**") Created or Produced for Project
- a. Educational programming:
    - i. **AGENCY** shall obtain from any and all copyright owner(s) of educational programming a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this RGA.
    - ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
    - iii. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.
    - iv. To the extent any logos, including trademarks or service marks, belonging to third parties and/or the **AGENCY** are used on educational programming created or produced for Project under this RGA, **AGENCY** agrees to obtain and grant all necessary rights for **CALTRANS** to use and allow agents of **CALTRANS** to use the logos in connection with use of the educational programming for non-commercial purposes or State government purposes. This includes but is not limited to reproductions used in brochures, media publicity, public outreach

campaigns (including television and social media campaigns), education and exhibition catalogues or other similar publication. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

b. **Artwork:**

- i. **AGENCY** shall obtain from the artist(s), or any other copyright owner(s) of **Artwork**, a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this RGA.
- ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
- iii. **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

29. Government Purpose Rights for Inventions

- a. Inventions are any idea, methodologies, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by **AGENCY** or jointly with the **AGENCY's** contractor, subcontractor and/or subrecipient during the term of this RGA and in performance of any work under this RGA, provided that either the conception or reduction to practice thereof occurs during the term of this RGA and in performance of work issued under this RGA.
- b. **CALTRANS** will have Government Purpose Rights to any inventions created as a result of the Project. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose any said invention. "Government Purpose Rights" also include the right to release or disclose said invention(s) outside **CALTRANS** for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the invention(s) for any State government purpose. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the invention(s)

for any commercial purpose.

### 30. Additional Intellectual Property Provisions

- a. To the extent any intellectual property is created or produced for Project under this RGA, and not covered in other provisions of this RGA, **AGENCY** agrees to take reasonable steps to ensure that **CALTRANS** has the rights necessary to allow for use of the intellectual property in a fashion substantially similar to other rights for non-commercial uses and State government purposes described in this RGA.
- b. If additional uses are reasonably determined to be needed by **CALTRANS** for public outreach purposes, **AGENCY** will obtain rights and grant **CALTRANS** and its agents said additional rights for use of the "Before" and "After" Project photos, **Artwork** created or produced for Project under this RGA, and educational programming created or produced for Project under this RGA. The grant will be an irrevocable, non-exclusive, perpetual, royalty-free, sublicensable, unlimited, worldwide license.
- c. When requested to so do by **AGENCY**, all reproductions and/or copies by **CALTRANS** of "Before" or "After" Project photographs, educational programming, and **Artwork** shall contain a credit to the Artist/ Copyright owner(s) and a copyright notice in substantially the following form: © [Artist/Copyright owner's name, date of publication]. **AGENCY** bears sole responsibility to promptly notify **CALTRANS**, in writing, about instances where such accreditation is requested and provide the Artist/ Copyright owner's name and date of publication. **CALTRANS** will make reasonable efforts to affix the copyright notice in a timely manner.
- d. Required disclaimer language for educational programming and **Artwork** created or produced for Project under this RGA.
  - i. Educational programming: **AGENCY** must place a disclaimer statement in a conspicuous manner on the educational programming created or produced for Project under this RGA a disclaimer that states the content of the educational programming does not reflect the official views or policies of **CALTRANS**. The educational programming does not constitute a standard, specification, or regulation.
  - ii. **Artwork**: **AGENCY** must place a disclaimer statement in a conspicuous manner on or in close proximity to the **Artwork** created or produced for Project under this RGA a disclaimer statement that the contents of the artwork do not reflect the official views or policies of **CALTRANS**.
- e. Avoidance of Infringement: In performing work under this RGA, **AGENCY** and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If **AGENCY** or its employees becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY** or its employees shall immediately notify **CALTRANS** in writing.
- f. **Contractors, Subcontractors, and Subrecipients**: Through contract with its sub-recipients, contractors, and subcontractors, **AGENCY** shall affirmatively bind by contract all of its contractors, subcontractors, subrecipients, and service vendors (hereinafter "**AGENCY's Contractor/Subcontractor/Subrecipient**") providing services under this RGA to conform to the provisions of paragraphs 31-33 of this RGA. In performing services under this RGA, **AGENCY's Contractor/Subcontractor/Subrecipient** shall agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If **AGENCY's Contractor/Subcontractor/Subrecipient** becomes aware of any such possible

infringement in the course of performing any work under this RGA, **AGENCY's** Contractor/Subcontractor/Subrecipient shall immediately notify the **AGENCY** in writing, and **AGENCY** will then immediately notify **CALTRANS** in writing.

### 31. Visual Art Located on California State Right-of-Way

**AGENCY** agrees if Project involves visual art located on California State right-of-way, Project must be submitted and adhere to **CALTRANS'** most current Transportation Art Proposal process, policies, guidelines, and requirements. Information regarding **CALTRANS'** Transportation Art program can be found at <https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-i-transportation-art>. **AGENCY** bears sole responsibility for ensuring that any Project will be timely submitted through **CALTRANS'** Transportation Art Proposal process, approved, and installed prior to any deadlines as required by this RGA.

- a. **AGENCY** acknowledges that funds provided by **CALTRANS** under this RGA shall not be used for maintenance outside of the project time limits as provided in this RGA.
- b. **AGENCY** acknowledges that the **CALTRANS'** Transportation Art Proposal process requires, among other things, **CALTRANS** ownership of any tangible visual final artwork, an unlimited, irrevocable copyright assignment to **CALTRANS** of the final artwork, and waiver of moral rights under California Civil Code § 987 (the California Art Preservation Act) and 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA") of the final artwork.
- c. **AGENCY** acknowledges that any submittal to the **CALTRANS'** Transportation Art Proposal process includes restrictions on the type of work that can be located on California State right-of-way.

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

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

### 33. Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if **AGENCY** or its subcontractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, **AGENCY** or its subcontractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste

recycling. **AGENCY** shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from **CALTRANS District Partnership Liaison**

34. Project Close Out/Closeout Report

- a. **AGENCY** will provide a final close out report to the **CALTRANS District Partnership Liaison** no later than November 30, 2027.

**CALTRANS** reserves the right to inspect the project location prior to approving the final invoice and closeout report.

- b. **CALTRANS** reserves the right to withhold final payment to **AGENCY** pending receipt and approval of the final closeout report by the **CALTRANS District Partnership Liaison**.

- c. Payments shall be forfeit if invoices are submitted after **November 30, 2027**.

35. ADA Compliance

All entities that provide electronic or information technology or related services that will be posted online by **CALTRANS** must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

36. Prevailing Wages and Labor Code Compliance

**AGENCY** shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing regulations for any public works or maintenance contracts and subcontracts executed for the **AGENCY's** work on or for the Project.

37. In the event of any inconsistency between the provisions which constitute this RGA, the following order of precedence shall apply:

- I. This Restricted Grant Agreement (as amended);
- II. The **CALTRANS** Local Grant Program Guidelines;
- III. Approved Indirect Cost Rate (if applicable);
- IV. Approved Grant Application (as amended); and
- V. **AGENCY** Resolution.

38. Survival

**AGENCY's** representations, the indemnification provisions in paragraph 21, intellectual property provisions in paragraphs 30, 31, 32, and 33, and all other provisions which by their inherent character establish ongoing obligations shall remain in full force and effect, regardless of any expiration and/or termination of this RGA.

39. Sanctions

No agreements under this RGA shall be made with individuals and/or entities that are determined to be a target of sanctions by the State of California while such sanctions are in

effect.

#### **Section IV**

##### **Attachments:**

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

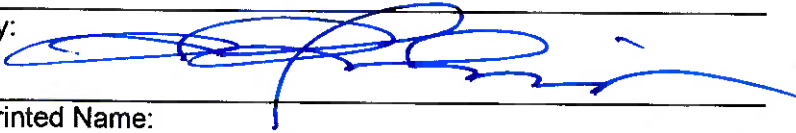
- I. Clean CA Community Cleanup and Employment Pathway (CCEP) Grant Program Guidelines
- II. Approved Indirect Cost Rate (if applicable)
- III. Approved Grant Application and Amendment(s) to Grant Application (if applicable)
- IV. **AGENCY** Resolution (if applicable)

In Witness Whereof, the parties hereto have executed this RGA on the day and year first herein above written:

**AGENCY NAME**

City of San Pablo

By:



Printed Name:

Matt Rodriguez

Title:

City Manager

Date:

05/04/2026

**CALTRANS DISTRICT PARTNERSHIP LIAISON  
CLEAN CALIFORNIA PROGRAM**

By:



Printed Name:

Ida Tu

Title:

Clean CA Grant Manager

Date:

05/06/26

**CALIFORNIA DEPARTMENT OF TRANSPORTATION  
CLEAN CALIFORNIA PROGRAM**

By:

Printed Name:

Walter Yu

Title:

Clean California Program Director

Date:



# Community Cleanup and Employment Pathway Grants

PROGRAM GUIDELINES

Clean CA Program  
Summer 2025

**Clean CA Program  
Community Cleanup and Employment Pathway Grant Program Guidelines**

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# Clean CA Program

## Community Cleanup and Employment Pathway Grant Program Guidelines

### Introduction

The Community Cleanup and Employment Pathway (CCEP) Grant Program is a signature initiative under the Clean California Program, administered by the California Department of Transportation (Caltrans). This grant program is designed to support litter abatement and public space beautification efforts on locally owned public right-of-way while creating workforce development opportunities for individuals facing barriers to employment.

Through competitive grants, the program provides funding to local agencies (including federally recognized tribal governments) to conduct targeted litter cleanup and graffiti removal activities, complemented by educational and engagement efforts that foster community pride and long-term maintenance. The program places strong emphasis on serving disadvantaged and underserved communities (as identified in Section 4.1 of grant application template) and encourages local commitment through participation in the Clean California Community designation pledge<sup>1</sup>.

A core component of this program is the creation of employment pathways through partnerships with workforce development organizations or use of existing employment development departments. These partnerships will connect justice-impacted individuals, those experiencing homelessness, at-risk youth, and others with meaningful job training and paid transitional employment opportunities focused on litter abatement, landscaping, and environmental stewardship.

### Program Objectives

- **Litter and Graffiti Abatement:** Support sustained litter cleanup and graffiti removal on local right-of-way.
- **Workforce Development:** Create transitional employment and training opportunities for vulnerable populations either through partnerships with workforce development organizations or use of existing employment development departments.
- **Equity and Inclusion:** Prioritize disadvantaged communities and support pathways to community self-sufficiency.
- **Sustainable Community Engagement:** Promote public education and anti-littering campaigns. Take the online Clean California Community designation pledge to ensure sustainability and long-term impact.

By integrating cleanup, workforce development, and community engagement, the CCEP Grant Program seeks to create cleaner, safer, and more equitable public spaces throughout California.

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<sup>1</sup> <https://cleanca.com/designation/>

## Clean CA Program Community Cleanup and Employment Pathway Grant Program Guidelines

### Eligible Entities

For the purposes of the CCEP Grant Program, eligible entities will be defined as:

- **Local Governments** – Cities, counties, and special districts responsible for community services and maintenance.
- **Transit Agencies** – Public transportation agencies with jurisdiction over facilities or right-of-way that intersect with cleanup needs.
- **Tribal Governments** – Federally recognized tribes.
- **Joint Applications** – Partnerships among the above entities, including collaborations with community-based organizations, workforce development boards, educational institutions, or local nonprofits, are encouraged and eligible.

### Eligible Expenses

Eligible expenses may include, but are not limited to:

- **Staff Time:** Local agency staff time directly related to proposal delivery is eligible. This includes staff time for developing and administering contracts, program management, and coordination with community-based organizations.
- **Travel Costs:** Reasonable and necessary travel costs that are directly related to proposal implementation (e.g., site visits, stakeholder engagement, workforce coordination) are eligible.
- **Materials and Supplies:** Tools, equipment, safety gear, and cleanup supplies needed for community cleanup activities.
- **Workforce Development Costs:** Training, certification, stipends, or wages directly tied to workforce development opportunities for program participants.
- **Public Outreach and Education:** Costs related to promoting cleanup events, workforce opportunities, and community engagement.

## Caltrans District Partnerships

The Caltrans districts possess in-depth knowledge of the local context and unique challenges, making them invaluable enablers to support grant applicants in proposal identification, development, and implementation processes. They are encouraged to foster strong partnerships with local agencies to ensure seamless coordination and efficient proposal delivery. By leveraging their expertise and collaborating closely with stakeholders, districts can support local agencies in effectively address challenges related to waste management, graffiti, and aesthetic appeal in urban areas, ultimately beautifying public spaces within their districts.

# Clean CA Program Community Cleanup and Employment Pathway Grant Program Guidelines

## Proposals

### Objectives

The grant proposal is the foundation for securing funding under the CCEP Grant Program. The proposal must demonstrate how the applicant will use grant funding to meet the program's core objectives through locally led, community-driven efforts. Proposals should clearly articulate the public benefit of the proposed activities, particularly in disadvantaged or underserved communities.

Applicants are expected to:

- Identify litter abatement and graffiti removal needs in specific areas of local right-of-way.
- Detail a plan for workforce development, including partnerships with workforce organizations and strategies for engaging vulnerable populations.
- Commit to community engagement strategies and educational outreach that promote long-term cleanliness and civic pride.
- Demonstrate alignment with the Clean California Community designation pledge. The pledge is not required to apply for or receive funding.
- Provide a sustainable approach to maintaining the public space improvements achieved through the grant.

Each proposal must be comprehensive, feasible, and results-driven, ensuring that awarded funding leads to measurable environmental, social, and economic impacts in the applicant's community.

### Evaluation Criteria

Applications will be submitted by local agencies to their respective Caltrans district coordinators, then evaluated and scored competitively by the Clean CA Program based on the criteria listed below. Applications that score highest across these categories will be prioritized for funding.

#### **1. Community Need and Impact (15 points)**

- Demonstrates a clear need for litter abatement and graffiti removal, including information such as description of the history of the area, prior efforts to address the issues and how this grant will make a difference.

**Clean CA Program  
Community Cleanup and Employment Pathway Grant Program Guidelines**

- Identifies underserved or disadvantaged areas where the proposal will be implemented.
- Outlines benefits to public health, safety, environmental quality, and community aesthetics.

**2. Workforce Development Strategy (15 points)**

- Includes a detailed plan for engaging and employing vulnerable populations.
- Establishes partnerships with workforce development organizations (e.g., BCOE Back 2 Work, Center for Employment Opportunities (CEO), Chrysalis or similar) or leverage existing employment departments.
- Provides evidence of transitional employment (as measured by participants who are able to find long-term employment), training, and pathways to long-term job placement.

**3. Community Engagement and Education (15 points)**

- Describes plans for community input, public education, and volunteer participation.
- Commits to youth education, anti-littering outreach, or (encouraged but not mandatory) participation in the Clean California Community designation program.

**4. Long-Term Sustainability and Maintenance (15 points)**

- Outlines a long-term plan to fund the maintenance of cleaned and beautified spaces.
- Includes partnerships, volunteer programs, or recurring community events in alignment with the Clean CA community designation pledge.
- Describes infrastructure or policy measures to prevent future littering.

**5. Clean California Community Designation Pledge (10 points)**

- Applicant has taken or plans to take the Clean California Community pledge.
- Demonstrates commitment to meeting at least 10 of the 15 designation criteria.

**6. Proposal Feasibility and Readiness (10 points)**

- Provides a detailed implementation schedule.
- Demonstrates capacity to manage the proposal, including procurement, reporting, and oversight.

**Clean CA Program  
Community Cleanup and Employment Pathway Grant Program Guidelines**

**7. Matching Funds and Leveraged Resources (10 points)**

- Describes how matching funds (cash or in-kind) will support and expand proposal activities.
- Ensures that match contributions are additive and not part of existing baseline cleanup operations.

**8. Disadvantaged or Under-served Community (10 points)**

Applicants will be required to include supporting documentation (e.g., CalEnviroScreen map outputs, local demographic data, or letters from community organizations) to demonstrate that the proposed project serves a disadvantaged or under-served community. The following criteria will be recognized as indicators of disadvantaged or under-served communities (see grant proposal template for details):

- Median Household Income
- CalEnviroScreen 4.0
- Free or Reduced-Price School Meals
- Healthy Places Index
- Native American Tribal Lands

### Application Submissions

- The Clean CA grant program proposal template must be used for submitting the proposal. Ensure that all sections of the template are completed comprehensively and provide sufficient detail to support the evaluation and decision-making process.
- Local agencies, in collaboration with districts, complete the template and submit comprehensive proposals.
- Each proposal submitted for consideration must include a letter of support from the Caltrans district that is submitting the proposal. The letter of support should demonstrate the district's endorsement to the proposal. It will serve as evidence of the district's collaboration and partnership with local agencies, ensuring seamless coordination and efficient proposal delivery. The inclusion of the letter will help validate the proposal's feasibility and foster confidence in the successful implementation of the proposal.

### Outreach and Partnership

# Clean CA Program Community Cleanup and Employment Pathway Grant Program Guidelines

## District-Level Engagement

- Caltrans district staff will serve as on-the-ground liaisons to promote the program locally, identify high-need areas, and encourage eligible applicants to submit proposals.
- District coordinators will collaborate with grant applicants to build partnerships aligned with the program's objectives.

## Encouraging Clean California Community Pledges

- As part of the outreach effort, Caltrans will actively promote the Clean California Community designation pledge, encouraging applicants to take the pledge during the grant application process.
- The Clean CA Program will provide technical assistance as needed to help communities understand the benefits of designation and complete the pledge requirements.

Through strategic outreach and strong partnerships, Caltrans will ensure that the grant program reaches a diverse range of communities and delivers equitable opportunities to participate in the Clean California mission.

## Selection and Notification

### 1. Proposal Review and Evaluation:

- Clean CA Program reviews all proposals against qualitative evaluation criteria outlined in the guidelines.
- Proposals are assessed for alignment with waste management, graffiti mitigation, aesthetics and equity objectives.

### 2. Proposal Selection:

- Clean CA Program selects proposals based on evaluation results and criteria alignment. High-priority proposals that benefit underserved communities are prioritized.

### 3. Proposal Award Notification:

- Clean CA Program notifies Caltrans districts of the selected proposals by email. Districts inform the corresponding local agencies about their grant award. Debriefs will be provided upon request to applicants who were not awarded a grant.

**Clean CA Program  
Community Cleanup and Employment Pathway Grant Program Guidelines**

## Schedule

<b>Milestone</b>	<b>Date</b>
Program Launch & Public Outreach Begins	July 1, 2025
Grant Guidelines Finalized & Published	August 15, 2025
Call for Proposals Opens	September 15, 2025
Proposal Submission Deadline	November 3, 2025
Application Review and Scoring	November–December 2025
Award Notifications Issued	January 15, 2026
Grant Agreements Executed	February–March 2026
Proposal Implementation Period Begins	April 1, 2026
Quarterly Progress Check-In (Reporting Due)	April 2026–April 2027
Proposal Implementation Period Ends	April 1, 2027
Final Reports and Closeout Due	November 1, 2027

## Funding Mechanism

The funding mechanism for the CCEP proposals involves a restricted grant agreement (RGA) between the Caltrans district and the grant recipient (local agency, including federally recognized tribe) which is a legal mechanism that outlines the terms and conditions of the financial commitments for the awarded grant funding. It serves as a formal contract that establishes the roles and responsibilities of each party in the CCEP proposal.

The agreement includes the following elements:

- **Proposal Scope:** The RGA defines the scope of the proposal, detailing the specific improvements and enhancements to be undertaken within the local right-of-way.
- **Funding Commitment:** It outlines the financial contributions, specifying the amount that Caltrans will provide for the proposal and any in-kind contribution from the grant applicant.
- **Timeline and Milestones:** The agreement sets forth a clear timeline for proposal development, implementation, , and completion, including key milestones to be achieved during each phase.
- **Roles and Responsibilities:** It outlines the roles and responsibilities of the Caltrans district and the local agency in the proposal's execution, ensuring seamless coordination and cooperation.

## **Clean CA Program Community Cleanup and Employment Pathway Grant Program Guidelines**

- **Compliance and Reporting:** The RGA may include requirements for compliance with relevant regulations, reporting on proposal progress, and any necessary documentation and record-keeping.
- **Dispute Resolution:** In the event of any disputes or disagreements, the RGA may outline a mechanism for resolving issues between the Caltrans district and the local agency.

### **Matching Funds / In-Kind Contributions**

The CCEP Grant Program is designed to reduce financial barriers for local agencies, nonprofits, and community-based organizations. As such, no cash match requirement is imposed on applicants. However, applicants are encouraged to identify and document in-kind contributions and other non-state resources that will help maximize the impact of state funds.

#### **Eligible In-Kind Contributions may include:**

- Staff time dedicated to project planning, implementation, or coordination.
- Volunteer labor associated with cleanup events, outreach, or community engagement.
- Donated materials or equipment used directly in cleanup or beautification activities.
- Facilities and meeting space contributed for trainings, workforce activities, or project planning.
- Complementary programs or services provided by partner agencies or organizations that directly support grant objectives.

#### **Program Expectations:**

- In-kind contributions are not required to apply for or receive funding.
- Applicants who provide in-kind support should quantify contributions where possible (e.g., estimated dollar value of staff time, equipment, or materials).
- In-kind contributions will be considered during proposal evaluation as evidence of community commitment, partnership strength, and project sustainability.
- Documentation of in-kind contributions should be included in the proposal budget narrative at the time of application and reported during proposal implementation.

**Clean CA Program  
Community Cleanup and Employment Pathway Grant Program Guidelines**

## Funding Disbursement

Grant awards will be issued as reimbursable agreements, not lump sum payments.

- **Reimbursable Basis:** Grantees will be required to incur and document eligible expenses up front. Caltrans will then reimburse those expenses upon submission of proper invoices and supporting documentation.
- **Invoicing:** Invoices must include receipts, staff time records, or other documentation demonstrating that expenses are consistent with approved Caltrans Division of Local Assistance guidelines/template (Form LAP 5-A).
- **Payment Timeline:** Reimbursements will generally be processed within 45 days of receipt of a complete and accurate invoice package.
- **Advance Payments:** No advance or upfront lump sum disbursements will be provided under this program.

## Performance Metrics

To ensure accountability and evaluate success, all grantees are required to track and report on key performance metrics aligned with the program's goals. These metrics will be tracked by grantees on templates provided by Caltrans to help measure the environmental, economic, and social impact of funded activities.

### **Environmental Impact Metrics**

- Volume of litter and debris removed (in cubic yards or pounds with supporting documentation, e.g. weight/dump tickets and before/after photos)
- Square footage of graffiti abated (before/after photos)
- Number of litter cleanup events conducted (event attendance sheets and/or event flyers)
- Number of hard-to-recycle or bulky item collection events held (event attendance sheets and/or event flyers)

### **Workforce Development Metrics**

- Number of individuals employed through workforce programs (with supporting documentation of individuals/crews employed, e.g. payroll logs)

## **Clean CA Program Community Cleanup and Employment Pathway Grant Program Guidelines**

- Hours of paid work experience and job training provided (with supporting documentation of individuals paid and training provided, e.g. payroll logs)
- Demographics of workforce participants (e.g., justice-involved, unhoused, at-risk youth)
- Number and percentage of participants securing long-term employment post-program

### **Community Engagement Metrics**

- Number of community volunteers engaged (attendance sheets)
- Number of public outreach events or education campaigns implemented (event flyers / attendance sheets)
- Clean California Community pledge status and progress toward meeting designation criteria
- Number of community partnerships established (e.g., schools, businesses, nonprofits)

### **Sustainability and Maintenance Metrics**

- Number of anti-litter infrastructure elements installed (e.g., bins, signage with supporting documentation, e.g. before/after photos)
- Planned frequency of cleanup and maintenance activities post-grant implementation
- Plan for ongoing community stewardship and long-term litter prevention practices post-grant implementation

Grantees will submit quarterly progress reports and a final close-out report at the end of the implementation period. These reports will summarize accomplishments, challenges, lessons learned, and include supporting documentation such as photographs, volunteer logs, and workforce data.

## **Clean CA Roles/Responsibilities**

- **Program Management:** Responsible for overall program management and coordination of CCEP proposals statewide. Ensure that proposals align with the CalSTA objectives on climate action and meet the program's guidelines and priorities.

## **Clean CA Program Community Cleanup and Employment Pathway Grant Program Guidelines**

- **Proposal Selection:** Select proposals based on factors such as recognizing underserved communities, high litter areas known challenges for waste management, graffiti, and lack of aesthetic appeal in urbanized districts and local agencies which align with CCEP Program objectives.
- **Proposal Oversight:** Provide oversight and guidance throughout the proposal lifecycle. Review proposals, assess their feasibility and alignment with program objectives, and ensure that the proposals adhere to the guidelines and timelines.
- **Technical Assistance:** Provide technical assistance to grant applicants and recipients during the proposal planning and implementation phases. Provide expertise and support in areas such as graffiti abatement, employment pathways, litter abatement, beautification, , and climate action.
- **Budget Management:** Responsible for overseeing the allocation and management of funds for CCEP proposals. Ensure that budgetary requirements are met and that funds are appropriately allocated to prioritize high-visibility proposals with an urgency to be delivered within their respective districts.
- **Monitoring and Evaluation:** Monitor proposal progress, track milestones, and evaluate the effectiveness of implemented enhancements. Assess the impact of CCEP proposals on improving waste management practices, reducing graffiti, and enhancing the aesthetic appeal of local areas .
- **Quarterly Reporting and Documentation:** Maintain accurate records of proposal activities, including proposals, RGAs, progress reports, and proposal outcomes. Prepare periodic reports to communicate proposal status, achievements, and challenges to Caltrans leadership.

## **District Roles**

### **Partnership Identification**

- **Stakeholder Engagement:** Engage with local stakeholders, such as city officials, local agency representatives, community organizations, and advocacy groups, to foster partnerships and collaborations.

### **Project Management and Oversight**

- **Project Implementation:** Monitor and facilitate the implementation of proposals according to the defined scope of work, schedule, and milestones.
- **Communication and Coordination:** Maintain regular communication and coordination with partner organizations to address any issues, provide guidance, and track progress.

## **Clean CA Program Community Cleanup and Employment Pathway Grant Program Guidelines**

- **Performance Evaluation:** Conduct periodic evaluations to assess project performance, identify any necessary adjustments, and ensure adherence to objectives and quality standards.

### **Reporting and Documentation**

- **Progress Updates:** Maintain regular communication with the Clean CA Program on project status, achievements, challenges, and any adjustments made to the scope of work or schedule.
- **Documentation Retention:** Ensure proper documentation of all agreements, communication records, project plans, and reports for record-keeping and future reference.
- **Performance Monitoring:** Monitor the progress and performance of projects to ensure the allocated funds are being effectively utilized.
- **Reporting:** Require regular reporting from local/transit agencies on the implementation and outcomes of the funded projects, including progress updates and evaluation results.
- **Data Collection:** Coordinate with partners to collect relevant project data, metrics, and deliverables.

### **Invoice Verification (Reimbursement)**

- **Ensure Compliance with RGA:** Confirm that submitted invoices align with the terms and conditions outlined in the RGA.
- **Validate Eligible Expenditures:** Review costs to ensure they are allowable under program guidelines, e.g., litter abatement, beautification, and employment pathway activities.
- **Confirm Completion of Work:** Verify that the work claimed in the invoice has been completed as described, including site visits or photographic documentation if required.
- **Check Supporting Documentation:** Ensure that all required backup materials (e.g., receipts, timesheets, contractor invoices) are included and accurate.
- **Monitor Project Progress:** Track milestones and deliverables to confirm that the project is on schedule and consistent with the approved scope.
- **Coordinate with Local Agencies:** Communicate with grantees to resolve discrepancies, request missing documentation, or clarify unclear charges.

## Clean CA Program Community Cleanup and Employment Pathway Grant Program Guidelines

- **Approve for Reimbursement:** Once verified, inform the Clean California Program to proceed with payment processing by Caltrans Accounting.
- **Report and Escalate Issues:** Flag any non-compliance, ineligible costs, or incomplete work for further review and potential corrective action.

### Project Close-out Verification

- **Review Final Deliverables:** Confirm that all project components were completed as outlined in the original grant scope and agreement.
- **Verify Documentation Accuracy:** Ensure the closeout report includes complete and accurate records, e.g. before/after photos, receipts, payroll logs, and performance metrics.
- **Confirm Use of Funds:** Check that all expenditures align with approved budget categories and Clean CA eligibility requirements.
- **Assess Community Impact:** Evaluate whether the project met its stated goals (e.g., litter reduction, beautification, job creation) and delivered measurable benefits.

### Stakeholder Engagement

- **Community Outreach:** Engage with local communities to provide updates on project progress, gather feedback, and address any concerns or inquiries related to the urbanized transit projects.
- **Public Awareness:** Promote the projects and their benefits to raise public awareness of their benefits, climate action goals, and improvements in active transportation, micro-mobility, and transit station aesthetics.

## Grant Recipient Responsibilities

### RGA Development

- **Scope of Work:** Collaborate with Caltrans district coordinator to define the scope of work for each proposal, including the specific activities, objectives, and desired outcomes.
- **Schedule and Milestones:** Work with Caltrans district coordinator to establish a comprehensive schedule with realistic milestones to ensure completion of all proposals. The schedule should consider proposal complexity, resource availability, and potential challenges that may arise during implementation.
- **Resource Planning:** Determine the necessary resources, including funding, personnel, equipment, and materials, required to execute the proposals successfully.

## **Clean CA Program Community Cleanup and Employment Pathway Grant Program Guidelines**

- Legal and Administrative Considerations: Ensure that all RGAs and cooperative agreements comply with Caltrans legal requirements and administrative procedures.

### **Proposal Management and Oversight**

- Proposal Implementation: Monitor and facilitate the implementation of proposals according to the defined scope of work, schedule, and milestones.
- Communication and Coordination: Maintain regular communication and coordination with Caltrans district coordinator to address any issues, provide guidance, and track progress.
- Performance Evaluation: Conduct periodic evaluations to assess proposal performance, identify any necessary adjustments, and ensure adherence to objectives and quality standards.

### **Reporting and Documentation**

- Progress Updates: Maintain regular communication with the Caltrans district coordinator and Clean CA Program on proposal status, achievements, challenges, and any adjustments made to the scope of work or schedule.
- Documentation Retention: Ensure proper documentation of all agreements, communication records, proposal plans, and reports for record-keeping and future reference.
- Performance Monitoring: Monitor the progress and performance of proposals to ensure the allocated funds are being effectively utilized.
- Quarterly Reporting: Complete quarterly reporting on the implementation and outcomes of the funded proposals, including progress updates and evaluation results.
- Data Collection: Collect relevant proposal data, metrics, and deliverables.

### **Final Vouchering and Project Close-out**

- **Submit Final Documentation:** Provide a comprehensive close-out report detailing completed work, expenditures, and outcomes.
- **Include Proof of Completion:** Attach visual evidence (e.g., before/after photos), final deliverables, and any required certifications to demonstrate project completion.
- **Provide Financial Reconciliation:** Submit a final invoice with itemized costs and supporting documentation to reconcile total grant expenditures.

## Clean CA Program Community Cleanup and Employment Pathway Grant Program Guidelines

- **Address Scope and Budget Alignment:** Confirm that all activities and costs align with the approved project scope and budget in the RGA.
- **Respond to Caltrans Requests:** Be prepared to clarify, revise, or supplement the report if requested by Caltrans District Coordinators.
- **Submit Final Voucher Request:** Package the close-out report with the final payment request for review and approval by Caltrans.

### **Stakeholder Engagement**

- **Community Outreach:** Engage with local communities to provide updates on proposal progress, gather feedback, and address any concerns or inquiries related to the urbanized CCEP proposals.
- **Public Awareness:** Promote the proposals and their benefits to raise public awareness of their benefits, climate action goals, and improvements in graffiti abatement, employment pathways, litter abatement, and local area aesthetics.

In addition, applicants are encouraged to include:

- **Community education campaigns** that highlight the impacts of litter, encourage behavior change, and promote responsible waste disposal.
- **Engagement strategies** such as school partnerships, volunteer events, and youth training that build long-term stewardship.
- **Collaboration with local businesses** to reduce litter at the source (e.g., convenience stores, fast food outlets, or transit hubs).

# Attachment III

## Clean CA Program Community Cleanup and Employment Pathway (CCEP) Grant Proposal

### I. PROJECT DESCRIPTION

CALTRANS DISTRICT	PROJECT TITLE	AGENCY NAME	AGENCY CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS
<b>4</b>	<b>San Pablo Shines</b>	<b>City of San Pablo</b>	<b>Amanda Booth</b>	<b>510-215-3066</b>	<b>amandab@sanpabloca.gov</b>
			<b>Agency Contact Name (Secondary)</b>	<b>Phone Number (Secondary)</b>	<b>Email Address (Secondary)</b>
			<b>Chiara Hanna</b>	<b>510-215-3063</b>	<b>ChiaraH@sanpabloca.gov</b>

### 1.2 PROJECT DESCRIPTION

**San Pablo Shines Program**

The City of San Pablo proposes an expansion of its successful San Pablo Shines Program to enhance litter abatement, community engagement, and workforce development through collaborative partnerships with SOS Richmond and Earth Team. This initiative builds upon the foundation of the City's Neighborhood Champions Program, a paid, resident-led effort that empowers community members to become ambassadors for neighborhood pride and environmental stewardship.

The expanded Neighborhood Champions Program would increase from three to six resident leaders who will organize and lead community-driven litter cleanups across all neighborhoods of San Pablo. Each Champion will host at least 3 cleanup events per year, recruit community volunteers, conduct 10 outreach activities to educate residents about the City's free trash disposal services, and use the City's "San Pablo Reach" app to report illegal dumping. These community leaders will receive training on the environmental and social impacts of litter, enhancing their ability to educate neighbors and promote sustainable waste behaviors. With additional funds, the program will include the option of "mini dumpster days" that the Champions will host in their communities. Additionally, the program will also be expanded to include a trash pick-up "lending library toolkit," where residents can "check out" a toolkit with litter pick-up supplies for resident-led clean up events.

To deepen youth engagement and data-driven cleanup strategies, San Pablo will partner with Earth Team, a local nonprofit specializing in environmental education. Earth Team will manage Neighborhood Champion volunteer logistics and mentor high school students from Richmond High in litter assessment, outreach, and civic participation. Students will conduct On-Land Visual Trash Assessments (OVTAs) to identify litter hotspots, recommend site-specific interventions, and assist at neighborhood cleanup events. Earth Team aims to improve City litter grades (e.g., from "B" to "A") and develop at least three actionable recommendations for trash reduction strategies. The program will employ 25 interns to attend training sessions, perform regular OVTAs at 16 locations, and provide 3 litter/trash reduction strategies to the City.

SOS Richmond will lead creek cleanup operations, focusing on areas impacted by encampments and illegal dumping. This work supports the City's compliance with its National Pollutant Discharge Elimination System permit by mitigating pollution in local waterways. SOS Richmond's model integrates environmental restoration with workforce training and transitional employment for unhoused residents. SOS will hire unhoused residents who will engage in paid, six-week job readiness programs that combine hands-on cleanup work, workforce coaching, and wellness services at the San Pablo Library Wellness Center. Through these efforts, participants will gain meaningful employment experience while supporting community beautification and environmental health.

Together, the three programs form a coordinated, citywide network advancing San Pablo's vision of a cleaner, safer, and more connected community. This project not only enhances environmental quality and civic pride but also strengthens economic mobility by providing paid training, workforce pathways, and supportive services to residents most in need.

Key outcomes will include:

- Take the Clean California Community Pledge
- 6 Neighborhood Champions
- 25 Student interns-100 hours each
- 18 community-led cleanups, including an estimated 3 mini-dumpster days
- 60 outreach events annually
- 125 volunteers, including those from the lending library toolkit program
- Increased litter/dumping prevention education and reporting
- One grade improved litter assessment scores
- 60 Wellness visits per month (over 8 months for a total of 480 wellness touch points)
- 80 participants (10 per month over 8 months) in work experience and job readiness
- 70 tons of litter/illegal dumping removed (combined from all program elements)

### 1.3 PURPOSE AND NEED

#### **Problem Statement and Community Need**

The San Pablo Shines Campaign directly addresses the interrelated challenges of litter, illegal dumping, blight, and unemployment that have long impacted the City of San Pablo. Since 2018, City staff, residents, and elected officials have consistently identified litter and cleanliness as top community concerns. Annual community surveys routinely rank litter abatement among the top five priorities for residents, underscoring the urgency of sustained, community-driven action.

San Pablo is a small, densely populated, and low-income city (only 2.5 square miles in size) with limited resources to address persistent environmental degradation. Despite its size, the City spends approximately \$1 million annually, nearly 2% of its entire \$55 million operating budget, on litter and illegal dumping programs. In FY 2024–2025, the City responded to 1,282 illegal dumping incidents, removing 200.5 tons of debris, including 266 mattresses, 265 tires, and 26 large appliances. Alarming, 11% of these sites were located within 500 feet of creeks, threatening local waterways and wildlife.

These conditions have earned San Pablo the designation of a “Trash-Challenged City.” The City’s 2024 Long-Term Trash Plan highlights several contributing factors, including the high cost of waste disposal, lack of access to information, and limited civic engagement. Many residents, particularly those with low incomes or limited English proficiency, either cannot afford local transfer station fees (among the highest in the Bay Area) or are unaware of the City’s free disposal programs, such as dump vouchers, dumpster days, and free household pickup.

To address these systemic issues, the San Pablo Shines Campaign uses a trusted, community-based approach. Neighborhood Champions are trained local residents who are compensated for their leadership and serve as peer educators, conducting direct outreach activities to inform neighbors about free trash disposal services and upcoming cleanup events. This grassroots model helps overcome mistrust of government and increases participation in city programs.

Another barrier to sustained change is a decline in civic pride caused by visible litter and blight. The Campaign seeks to reverse this by empowering residents to take collective ownership of their neighborhoods. Cleanup events, social media outreach, and youth engagement through Earth Team demonstrate visible progress, fostering a renewed sense of pride and responsibility among residents.

At the same time, the Campaign responds to economic hardship and workforce inequities that underlie many of the City’s environmental challenges. Many San Pablo census tracts have a Household Median Income below 80% of the state median (under \$60,188), qualifying them as disadvantaged communities. Meanwhile, SOS Richmond estimates that over 500 unhoused individuals live in or pass through San Pablo annually, contributing to environmental degradation along creek corridors. By offering paid transitional employment, job readiness training, and wellness services, the project provides meaningful pathways for these residents to rebuild stability while contributing to the city’s cleanup efforts.

Together, these efforts will reduce blight, strengthen civic engagement, and create equitable access to economic opportunity. The San Pablo Shines Campaign transforms litter abatement from a maintenance

challenge into a community revitalization and workforce development initiative, aligning environmental health with human empowerment.

#### 1.4 MAP (Attachment A)

In Attachment A, the following maps can be found

- Map 1 – CalEnviroscreen map of San Pablo
- Map 2 – OVTA map locations for Earth Team students and City staff
- Map 3 - Illegal Dumping hot spots locations to be addressed
- Map 4 – Neighborhood Champion Zones

#### 1.5 COST – Suggested Amount: \$50,000 to \$200,000

**Instructions: Provide a detailed cost estimate for each activity below and submit with Attachment E.**

Activity	Estimated Cost	Would applicant accept partial funding for this activity?
Planning / Outreach	\$ 30,900	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Implementation – Employment (based on historic number of litter crews/staff)	\$ 115,000	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Implementation – Cleanup (based on historic quantities of litter collection)	\$ 49,100	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Matching Funds – In-Kind Contribution	\$ 32,000	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Other (Specify)	\$ 0	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
TOTAL	\$ 232,000	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

## 1.6 SCHEDULE

**Note: Project implementation should be completed by April 1, 2027 and final reports/close-out completed by October 31, 2027.**

Milestone	Start Date	End Date
Planning & Community Engagement Begins	April 1, 2026	March 30, 2027
Hiring/Training Program Launch	April 1, 2026	December 30, 2026
Cleanup Activities Begin	April 1, 2026	March 30, 2027
Project Completion (By April 1, 2027)	March 1, 2027	April 1, 2027
Project Close-out (By October 31, 2027)	April 30, 2027	October 30, 2027

## 1.7 KNOWN CONCERNS OR RISKS

Known environmental concerns or risks

- No  
 Yes

Known right-of-way concerns or risks

- No  
 Yes

At this time, there are no known risks that would significantly impact the delivery of this project in terms of schedule, budget, or scope. The City of San Pablo is well-positioned to implement this expanded initiative based on its prior experience and existing partnerships.

The City has already successfully implemented the Neighborhood Champions Program as part of a previous Clean California Local Grant Program (CCLGP) pilot. This prior experience has provided City staff with a clear understanding of the administrative, logistical, and outreach tasks involved. With tested systems in place, including cleanup scheduling, volunteer coordination, data tracking, training resources, and outreach material, the City is confident in its ability to scale the program citywide without delays or budgetary overruns. In addition, the City will begin recruitment prior to April 1 so that the City is ready to either hire 3 or 6 Champions, and they will be ready to start outreach at the beginning of the grant period. Additionally, the City has already approached the San Pablo Library, and they are interested and willing to host the proposed trash pick-up toolkit lending program, and already host other similar toolkit lending activities (for energy reduction and air quality testing).

The City's current staffing levels are sufficient to manage and oversee this project. Staff within the Public Works Department have direct experience working with the two key nonprofit partners, SOS Richmond and Earth Team, and maintain well-established relationships that will support smooth implementation.

The City has previously partnered with SOS Richmond on similar projects, including creek corridor cleanups, encampment outreach, and job training for unhoused residents. This strong working relationship reduces the likelihood of miscommunication or operational delays and ensures that the workforce development and environmental components of the project will proceed as planned.

Similarly, the partnership with Earth Team is well-developed. Earth Team has a history of engaging local youth in environmental service projects, and their support will enhance the Neighborhood Champions Program by integrating student volunteers into community cleanups and outreach efforts. Their involvement has been carefully coordinated in advance to align with school calendars and availability, minimizing the risk of scheduling conflicts.

Therefore, the City does not anticipate any delays, cost overruns, or scope adjustments. If unexpected challenges do arise, the City has the internal capacity and experience to respond quickly and keep the project on track. Most importantly, all of these partners are already under contract with the City, so adjustments to their

contract scope or new contracts can be done swiftly to maximize program involvement and comply with the procurement requirements.

## 2 EVALUATION CRITERIA ALIGNMENT

### 2.1 EVALUATION CRITERIA ALIGNMENT

#### **Litter Abatement**

The San Pablo Shines Campaign is a coordinated, community-based litter abatement and engagement initiative uniting Neighborhood Champions, Earth Team, and SOS Richmond to reduce litter, illegal dumping, and pollution across San Pablo. The project targets high-impact areas such as residential neighborhoods, creek sides, and major corridors.

Six Neighborhood Champions will each host three cleanup events, collectively recruiting at least 100 volunteers and removing 10,000 gallons of trash from city streets, parks, and waterways. They will also coordinate to mini-dumpster days in their neighborhoods to reduce illegal dumping. Using the San Pablo Reach App, Champions will report and track illegal dumping to ensure timely responses and data-driven resource allocation. Community education efforts include:

- 1,000 outreach contacts
- 10 outreach points per Champion to raise awareness about free city trash services and prevention strategies
- A projected 10% increase in service participation

Earth Team students from Richmond High School will conduct On-Land Visual Trash Assessments (OVTAs) at 16 sites, totaling 50 assessments, to document high-trash areas and support City compliance with NPDES requirements. Students will also lead peer and neighborhood outreach, sharing findings and promoting litter reduction. Their goal is to improve site grades by one full letter (e.g., B to A) and provide at least three actionable recommendations for site-specific trash reduction strategies.

The City will work with the San Pablo library to implement a Litter Removal Toolkit, which will include gloves, trash pickers, trash bags, and instructions on how to use the toolkit and how to contact the City to get the trash removed when the cleanup is complete. Participants will be encouraged to post on social media and inform the City about the efforts taken for tracking purposes. It is estimated that a total of 25 participants will use the toolkit over the project period.

SOS Richmond, a nonprofit employing individuals experiencing homelessness, will focus on cleanup along creeks impacted by encampments and illegal dumping. Their crews will remove litter and debris from encampments, reducing pollution entering waterways and supporting the City's NPDES compliance. Together, these partners form a comprehensive litter abatement strategy addressing both immediate cleanup and the root causes of litter and illegal dumping.

#### **Job Creation & Employment Pathways**

The campaign directly supports job creation and workforce development for underemployed and underserved residents.

- Neighborhood Champions will receive \$2,000 stipends, providing short-term employment and civic engagement opportunities while gaining transferable skills in organizing, event management, and environmental stewardship.
- Earth Team provides paid \$700 environmental internships for Richmond High School students, offering training in data collection, environmental analysis, and public education. Students learn about sustainability, teamwork, and leadership, building a foundation for future green careers.
- SOS Richmond offers paid transitional employment and job readiness training for individuals experiencing homelessness, including justice-impacted and undocumented residents. Participants complete a six-week, 10-hour per week program combining supervised fieldwork with classroom instruction.

SOS will also provide 8 months of holistic wraparound services through its Wellness and Workforce Clinics, offering mental health support, primary care access, and job coaching. The program serves 60 visits per month (20 unduplicated), with 10 participants engaged in workforce development activities monthly.

This tiered model creates layered employment pathways:

- Short-term, stipend-based community leadership (Neighborhood Champions)
- Paid youth environmental internships (Earth Team)
- Transitional employment and job readiness for unhoused residents (SOS Richmond)

### **Community Engagement & Partnership**

Community collaboration anchors the San Pablo Shines Campaign. Each Neighborhood Champion acts as a local liaison, promoting pride, accountability, and collaboration among residents. Through door-to-door outreach, social media, and local events, Champions will engage over 1,000 residents, educating them about free city trash services and volunteer opportunities.

Earth Team ensures youth leadership is central to project design and implementation. Students conduct outreach presentations at Richmond High School, participate in cleanup events, and present OVTA results to City leaders, ensuring youth perspectives inform environmental policies.

SOS Richmond leverages its strong relationships with unsheltered populations and partners with Contra Costa Health, Housing Consortium of the East Bay, and Stand Together Contra Costa to provide coordinated services such as behavioral health care, case management, and housing navigation. This integrated model ensures cleanup efforts are both environmentally effective and socially responsible.

### **Sustainability**

The San Pablo Shines Campaign is built for long-term impact beyond the grant period.

- Neighborhood Champions will continue as environmental ambassadors, sustaining cleanup efforts and civic responsibility in their neighborhoods. Increased awareness and service participation will create lasting behavior change.
- Earth Team's OVTA data will be integrated into the City's environmental monitoring systems, allowing ongoing tracking and adaptive management.
- SOS Richmond will continue leveraging workforce partnerships to transition participants into long-term employment, maintaining both community and environmental gains.

By linking environmental restoration, civic engagement, and workforce development, the campaign creates a durable and equitable model for a cleaner, healthier, and more empowered San Pablo. Furthermore, beginning July 2027, a new City funding source will be available to sustain and expand the program based on demonstrated success.

### 3 COMMUNITY ENGAGEMENT

#### 3.1 COMMUNITY ENGAGEMENT INFLUENCE

##### **Community Input Shaping the Proposal**

The San Pablo Shines Campaign was designed in direct response to years of community feedback identifying litter and illegal dumping as top local concerns. Since 2018, these issues have consistently ranked among the top five priorities for residents in the City's annual community surveys. Residents, City staff, and elected officials all recognize that visible litter and blight diminish neighborhood pride, property values, and overall quality of life.

An annual SRI Survey confirmed that awareness of the City's free solid waste disposal services remains low—between 63% and 82% of residents reported never having used these programs. Additionally, 64% of respondents expressed a desire for more information about available waste services. Importantly, the survey found that the most common way residents learned about City programs was through a “friend or neighbor,” not official channels. This finding directly inspired the Neighborhood Champions model, a peer-to-peer outreach approach that uses trusted community members to share information and motivate participation.

Community input also highlighted the importance of linguistically and culturally appropriate outreach. In San Pablo, 67% of the population speaks a non-English language, primarily Spanish. The Shines Campaign addresses this gap through bilingual education and outreach, ensuring residents can access information about waste services, cleanup events, and job opportunities in their preferred language. City staff will provide translation for any advertisement or flyers that Champions create if they do not speak Spanish. All interviews and trainings can be provided in English or Spanish.

The City's 2024 pilot Neighborhood Champions program received strong positive feedback from participants and residents, who noted improved communication, increased awareness of city services, and visible improvements in neighborhood cleanliness. These lessons, along with the community's praise for the Earth Team's youth-led OVTA (On-Land Visual Trash Assessment) program, informed refinements to this year's proposal—strengthening training components, bilingual materials, and volunteer engagement strategies.

##### **Planned Engagement During Implementation**

###### *Recruitment (October 2025 – January 2026):*

- The City will recruit 3–6 Neighborhood Champions, depending on funding, to serve as local outreach leaders. Earth Team has already recruited its 2025–26 student cohort from Richmond High School.
- SOS Richmond will begin expanded outreach and workforce engagement by April 2026.

###### *Training (Q1 2026):*

- Neighborhood Champions will participate in 1–2 City-led trainings on their roles, community engagement methods, and available City programs.
- Earth Team students will receive instruction on OVTA methodology and environmental stewardship.
- SOS Richmond participants will complete self-assessments and individualized workforce readiness plans, supported through a six-week transitional employment program with fieldwork and 1:1 coaching.
- City staff will work with the San Pablo Library to order supplies and get the Litter Removal Toolkit set up.

###### *Outreach and Activities (Q2 2026 – Q1 2027):*

- The City of San Pablo will take the Clean California Community Pledge
- Neighborhood Champions will conduct 10 bilingual outreach activities each, reaching 1,000 residents through social media, flyers, and door-to-door engagement.
- Champions will host three cleanup events each, with City support for advertising, materials, and trash removal.
- Earth Team students will engage residents during cleanup and assessment activities, providing peer education about litter prevention and City services.
- The City will distribute outreach regarding the new Library Litter Removal Toolkit.

Through these coordinated efforts, the San Pablo Shines Campaign ensures that community voices remain central—not only in shaping the program but also in driving its success throughout implementation.

## 4 UNDERSERVED or HISTORICALLY EXCLUDED COMMUNITIES

4.1 ANALYSIS	
<p>Is the project located in an underserved or historically excluded community?</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> partially located in an underserved community</p>	<p>What was the basis for determining if any part of project is located in or benefits an historically excluded community: (only check a box if in or partially in an historically excluded community)</p> <p>a. <input type="checkbox"/> Median Household Income</p> <p>b. <input checked="" type="checkbox"/> CalEnviroScreen 4.0</p> <p>c. <input type="checkbox"/> Free or Reduced-Price School Meals</p> <p>d. <input type="checkbox"/> Healthy Places Index</p> <p>e. <input type="checkbox"/> Native American Tribal Lands</p> <p>f. <input type="checkbox"/> Other</p>

## 4.2 BENEFITS TO UNDERSERVED or HISTORICALLY EXCLUDED COMMUNITY

### Benefits to Underserved and Historically Excluded Communities

The City of San Pablo is a historically underserved community, with five of its seven census tracts ranking in the top 25% of most disadvantaged communities in California under CalEnviroScreen 4.0. The city faces high levels of pollution exposure, impaired waterways, hazardous waste proximity, and elevated asthma rates, compounded by lower educational attainment and household incomes. The San Pablo Shines Program directly addresses these inequities by improving environmental health, expanding job access, and fostering civic pride and inclusion for all residents.

### Job Access and Economic Mobility:

The San Pablo Shines Program will hire six paid Neighborhood Champions, 25 Earth Team student interns, and provide transitional employment and workforce training to unhoused residents through SOS Richmond. These programs create entry-level, accessible jobs for local residents, including youth and individuals facing barriers to traditional employment. Participants will gain work experience in environmental stewardship, outreach, and community engagement, while unhoused participants receive wraparound wellness services and job readiness support. These opportunities reduce the economic burden on local families and create pathways toward long-term stability, financial independence, and inclusion in the city's workforce.

### Cleaner, Safer Public Spaces:

Illegal dumping and litter have been persistent challenges in San Pablo, with 1,282 illegal dumping requests, 200.5 tons of debris removed, and over *half a million gallons* of trash prevented from entering creeks in 2024–2025. By expanding the Neighborhood Champions and Earth Team programs, San Pablo will conduct more frequent, community-led cleanup events across public streets, parks, and creek corridors—areas most affected by pollution and illegal dumping. These activities improve neighborhood safety, reduce blight, and restore public confidence in local spaces.

### Civic Pride and Stewardship:

The program strengthens social ties and civic engagement by empowering residents to take visible leadership roles in beautifying their neighborhoods. Residents consistently rank litter and cleanliness among their top community concerns, and this initiative responds directly to that priority. Bilingual outreach (English and Spanish) ensures inclusive communication in a city where 67% of residents speak a language other than English and linguistic isolation scores exceed 84–92% of California census tracts. By connecting residents through cleanup events, education, and volunteerism, the City cultivates shared ownership and pride in a cleaner, safer San Pablo.

### Connection to Public Resources and Services:

A 2020 SRI survey found that 63–82% of residents were unaware of free solid waste disposal services, and 64% wanted more information. Neighborhood Champions will bridge this information gap by conducting bilingual, peer-to-peer outreach on available city services, including bulky waste pickup and free waste disposal programs.

This direct community engagement model ensures that residents—especially those with limited English proficiency—can access vital public resources, reduce illegal dumping, and participate in shaping a more sustainable future.

Through its inclusive workforce, bilingual outreach, and community-led cleanups, the San Pablo Shines Program will create tangible, lasting benefits for historically excluded residents—transforming environmental challenges into opportunities for empowerment, employment, and neighborhood pride.

## 5 LETTER OF SUPPORT

### 5.1 LETTER OF SUPPORT

See Attachment D.

## 6 ADDITIONAL ATTACHMENTS

### 6.1 SUPPLEMENTAL MATERIALS

- **Attachment A:** Project / Data Maps
- **Attachment B:** Public Engagement Plan
- **Attachment C:** Existing Site Photos
- **Attachment D:** Letters of Support
- **Attachment E:** Cost Breakdown & Estimate

Prepared by:

E-SIGNED by Matt Rodriguez  
on 2026-05-06 08:57:16 PDT

May 06, 2026

Matt Rodriguez  
City Manager  
City of San Pablo

Date

Approval Recommended by:

Ida Tu

05/06/26

District Clean CA Grant Coordinator

Date

Approved by:

Clean California Program Director

Date

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*Attachment A: Data and Maps*

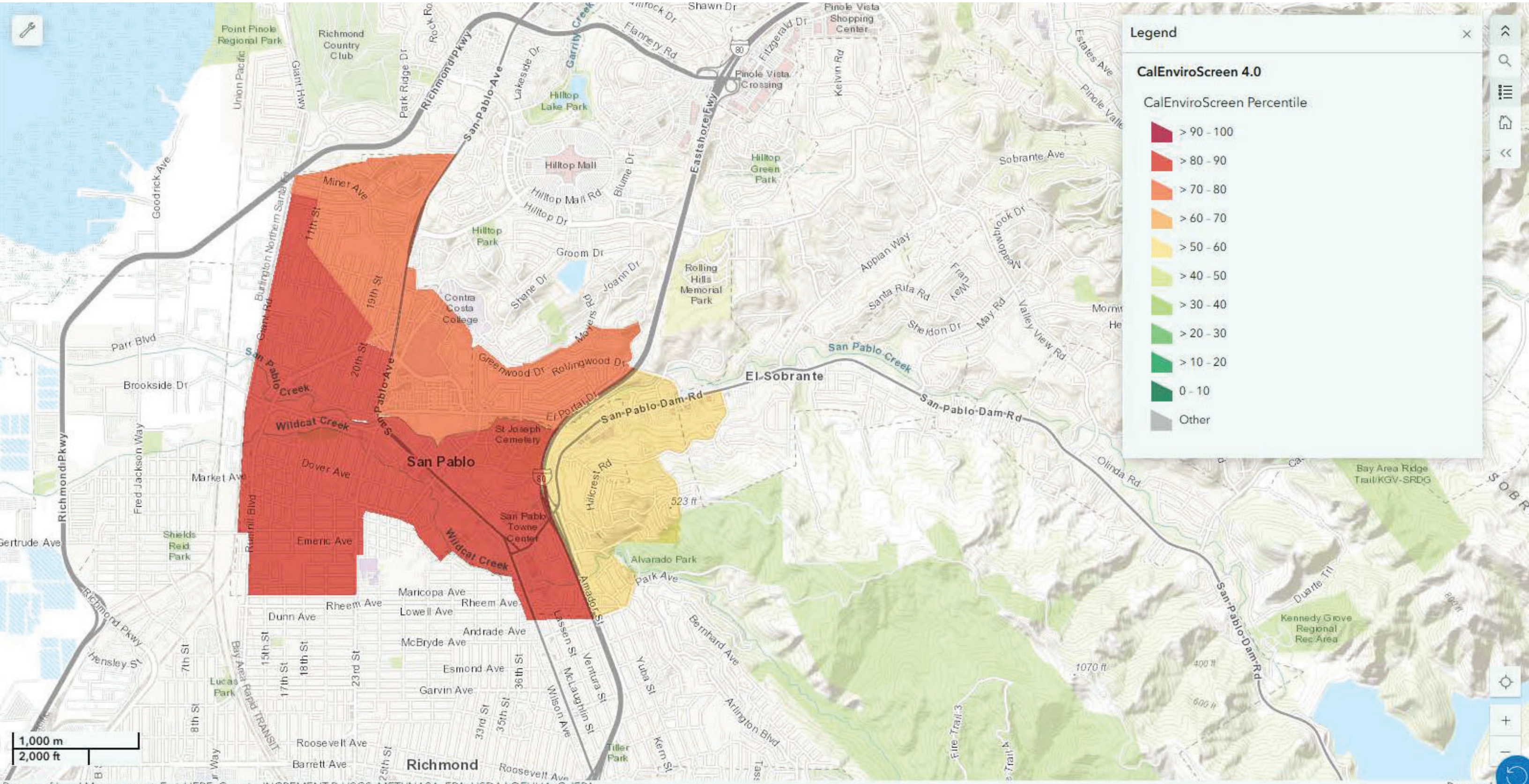
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Map 1 – CalEnviroscreen map of San Pablo

Map 2 – OVTA map locations for Earth Team students and City staff

Map 3 – Illegal Dumping hot spots locations to be addressed

Map 4 – Neighborhood Champion Zones






1,000 m  
2,000 ft

# OVTA Sites FY 25-26

HILLTOP GREEN




## Legend

-  City of San Pablo Boundary
-  City OVTA Sites
-  Earth Team OVTA Sites



# OVTA Sites FY 25-26




## Legend

-  City of San Pablo Boundary
-  City OVTA Sites
-  Earth Team OVTA Sites



# OVTA Sites FY 25-26




## Legend

-  City of San Pablo Boundary
-  City OVTA Sites
-  Earth Team OVTA Sites



# OVTA Sites FY 25-26




## Legend

-  City of San Pablo Boundary
-  City OVTA Sites
-  Earth Team OVTA Sites



# OVTA Sites FY 25-26




## Legend

-  City of San Pablo Boundary
-  City OVTA Sites
-  Earth Team OVTA Sites



# OVTA Sites FY 25-26

## Legend

-  City of San Pablo Boundary
-  City OVTA Sites
-  Earth Team OVTA Sites






Google Earth

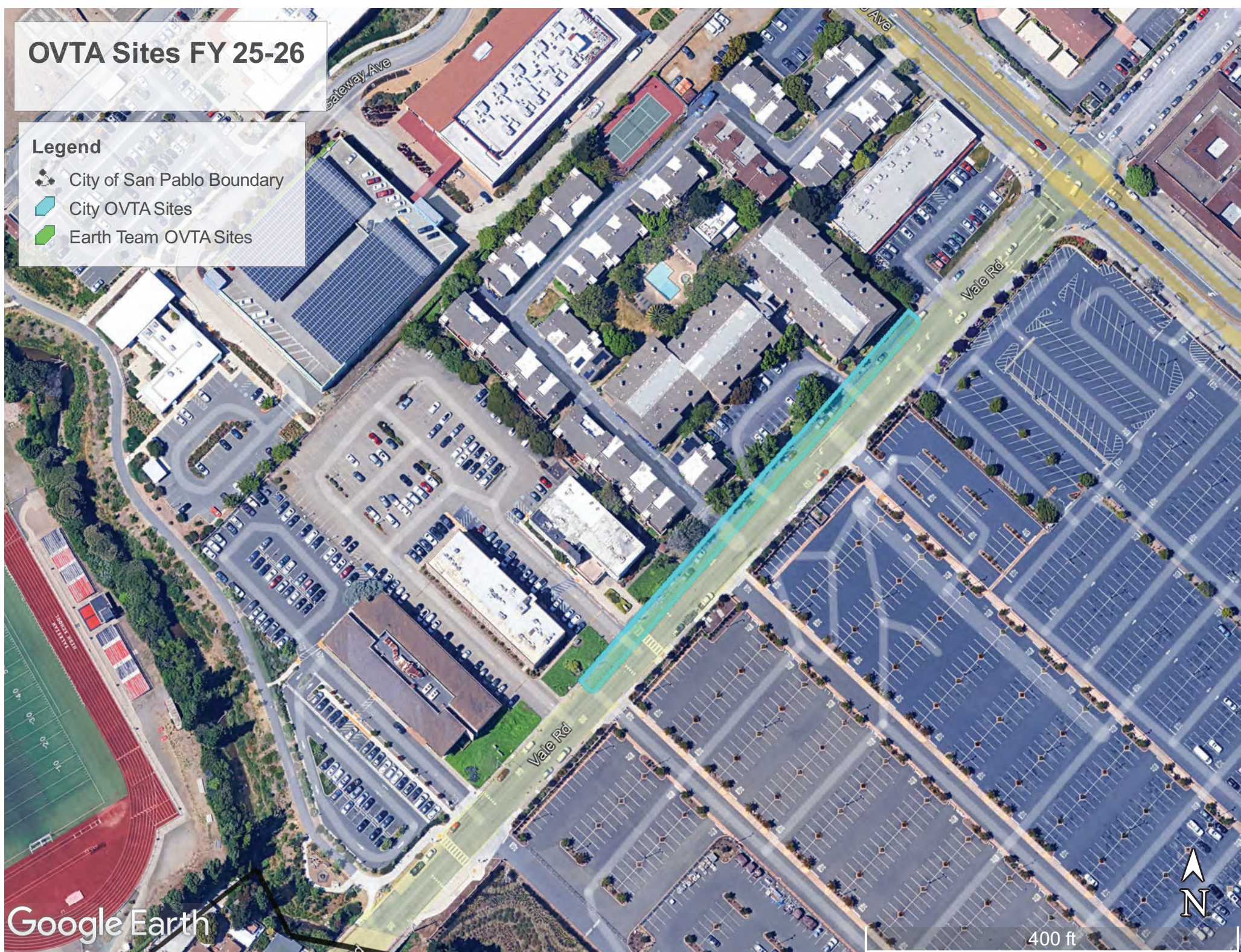


400 ft

# OVTA Sites FY 25-26




## Legend

-  City of San Pablo Boundary
-  City OVTA Sites
-  Earth Team OVTA Sites



# OVTA Sites FY 25-26

## Legend

-  City of San Pablo Boundary
-  City OVTA Sites
-  Earth Team OVTA Sites






Google Earth

600 ft



# OVTA Sites FY 25-26




## Legend

-  City of San Pablo Boundary
-  City OVTA Sites
-  Earth Team OVTA Sites



# OVTA Sites FY 25-26

## Legend

-  City of San Pablo Boundary
-  City OVTA Sites
-  Earth Team OVTA Sites



# City of San Pablo Illegal Dumping Hotspots 2023 - 2025



Stanton Avenue



Manchester Avenue



Lovegrove Ave & 21st Street



Church Lane bordering San Pablo Creek

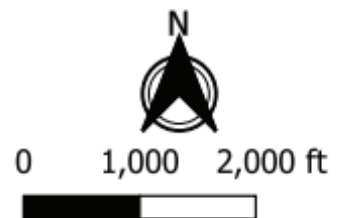


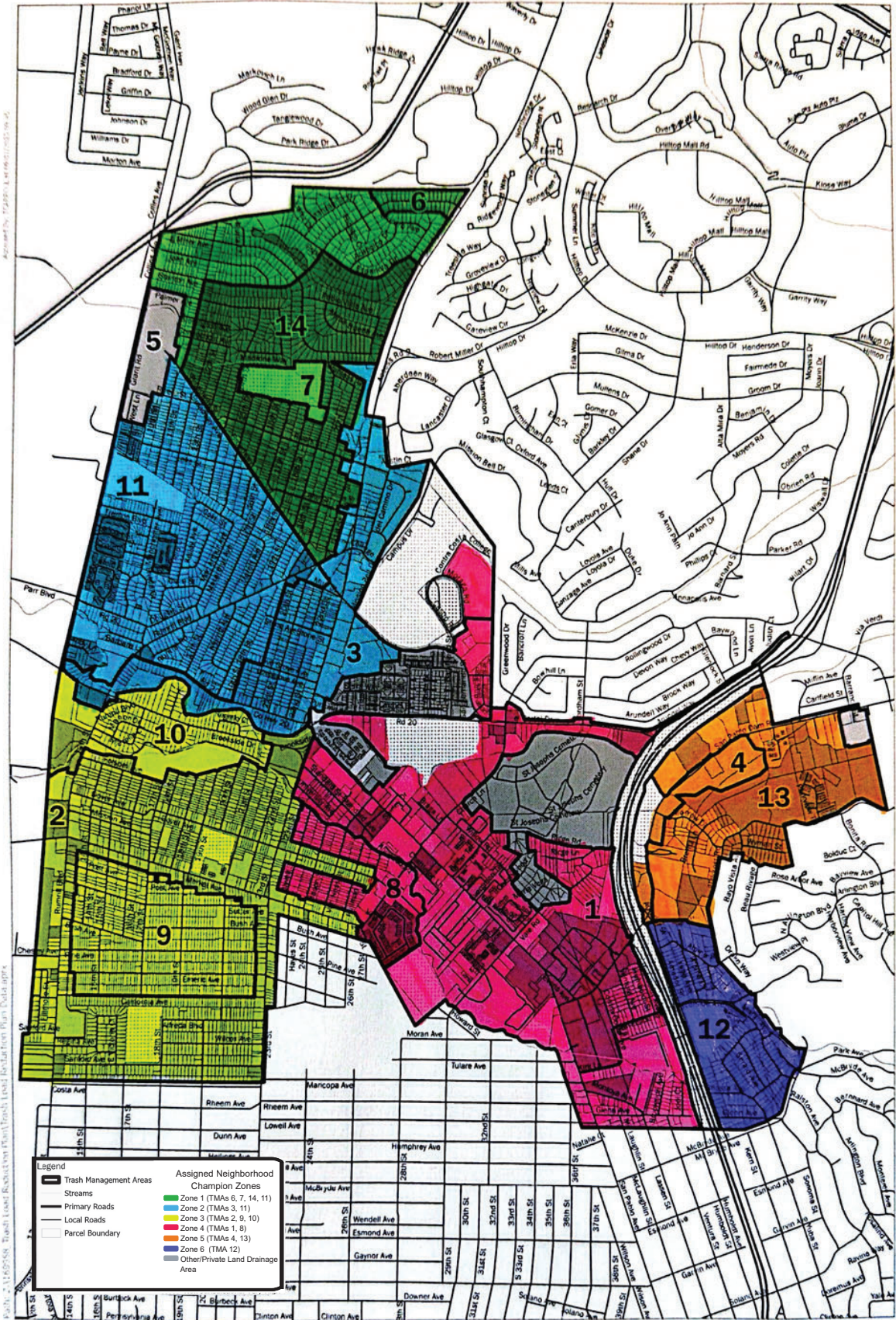
Humboldt Avenue

## Legend

-  Creeks
-  City Streets Right of Way
-  City Limit
-  Illegal Dumping Hotspots
-  San Pablo Wellness Center (SOS Richmond)
-  Illegal Dumping Work Orders

Note: Images depict illegal dumping incidents recorded in the City of San Pablo from FY 2023-2025, accompanied by geolocations capturing the frequency of work orders submitted for cleanup.



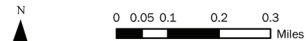


File: C:\Users\jg\Documents\City of San Pablo\GIS\Projects\2025\Trash Load Reduction Plan\Map\MapData.aprx  
 Date: 10/27/2025 11:37 AM

City of San Pablo/169958

Notes: Each of the 6 Neighborhood Champions will be assigned a Zone per fiscal year. TMA 11 is divided between Zones 1 and 2, where TMA 11 property north of Broadway Avenue is assigned to Zone 1.

Spatial Reference:  
Name: NAD 1983 StatePlane California III FIPS 0403 Feet



City of San Pablo Neighborhood Champions Map



CITY OF SAN PABLO  
City of New Directions



Trash Load Reduction Plan

Date: 10/27/2025 11:37 AM

*Attachment B: Public Engagement Plan*

<b>Public Engagement Plan: San Pablo Shines</b>				
<b>Quarter</b>	<b>Timeline</b>	<b>Event</b>	<b>Description</b>	<b>Outreach numbers</b>
Q4/Q1	Oct 2025-Jan 2026	Outreach & Recruit Champions	The City develops a recruitment video and begins social media and bus shelter ad recruitment for the Neighborhood Champions program for 2026	200
Q1	Jan-Mar 2026	Train Champions	City staff train Champions	6
Q1	Jan-Mar 2026	Train Earth Team Interns	Earth Team interns receive training on conducting OVTAs	25
Q2	April-Jun 2026	Clean California Pledge	City of San Pablo takes the Clean California Pledge and does social media outreach on the effort	200
Q2 -Q1 2027	April 2026-March 2027	Champions Outreach	Neighborhood Champions will engage in a minimum of one outreach event per month. They can be social media posts, sharing resources at local events, putting door hangers on neighbors' doors, or canvassing in their neighborhoods.	1000
Q2 -Q1 2027	April 2026-March 2027	Champions Clean up Events	Neighborhood Champions will host a minimum of three clean-up events each. Recruiting volunteers, posting about the events on social media and local community hubs, and tracking the number of volunteers and trash removed.	100
Q2 -Q1 2027	April 2026-March 2027	Earth Team OVTAs	Earth Team interns will perform OVTAs at 16 selected sites, scoring the trash impact in each of those areas. As they assess each area, they will also identify potential solutions for trash in that area (i.e., illegal dumping cameras, business outreach about a specific issue (e.g., waste bins for cigarette butts, etc.)). Interns will also talk with neighbors about what they are doing and raise the issue of trash in the area.	400
Q1	Mar 2027	Earth Team Presentation	Earth Team interns will present findings to the San Pablo City Council.	10
Q2 -Q1 2027	April 2026-March 2027	SOS Richmond Workforce Development	Throughout the term, SOS Richmond will host a Wellness Center at the San Pablo Library (every other month for a total of 8 months).	480
Q2 -Q1 2027	April 2026-March 2027	SOS Richmond Workforce Development	SOS Richmond to hire unhoused individuals for illegal dumping and trash removals in San Pablo	80

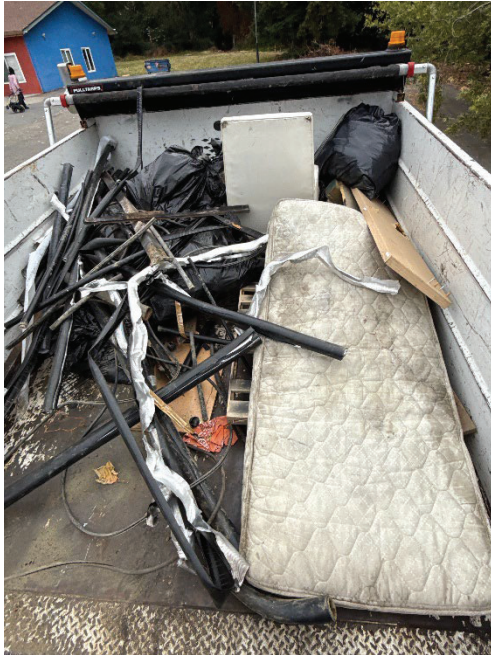
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*Attachment C: Existing Site Photos*

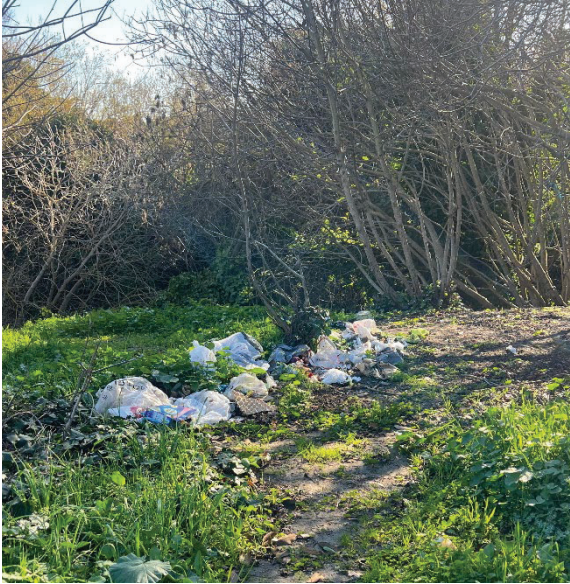
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**Typical Illegal Dumping Photos:** These are some of the typical illegal dumping photos for each of the major sites.

Site 1: Church Lane at San Pablo Creek:



Site 2: El Portal Road



Site 3: Wildcat Creek at Riverside Elementary



Site 4: Humboldt Ave



Site 5: Davis Park



Site 6: Sanford Ave



Site 7 & 8: Road 20 Site 1 and 2



Site 9: Manchester



Site 10: Stanton



Site 11: Lovegrove



Site 12: Kennedy Plaza



**Attachment E: Cost Breakdown & Estimates**

Element	Title	Role	Project Elements	Match or Grant Cost	Cost
City Staff Time	Environmental Program Manager	Oversee Program and OVTAs	Planning/Outreach	Grant	\$ 8,800
	Environmental Program Analyst	Oversee outreach and perform OVTAs	Planning/Outreach	Grant	\$ 22,100
	Maintenance Worker	Assisting with cleanup events	Project Implementation - Cleanup	Grant	\$ 11,400
	Maintenance Worker	Assisting with cleanup events	Project Implementation - Cleanup	Grant	\$ 11,400
Equipment	Illegal Dumping Camera	Data/Cell service for Illegal Dumping Cameras and OVTAs	Project Implementation - Cleanup	Grant	\$ 1,000
	Trash Removal Equipment	Trash bags, grabbers, gloves, etc.	Project Implementation - Cleanup	Grant	\$ 3,800
	Litter Library Tool Kit	Litter tool kit material, tools, and instructions	Project Implementation - Cleanup	Grant	\$ 1,500
	Volunteer Safety Equipment	Vests, shirts	Project Implementation - Cleanup	Grant	\$ 5,000
	Volunteer Giveaways/Outreach	Outreach and informational handouts, flyers, and giveaways	Planning/Outreach	Match	\$ 2,000
Contract	Earth Team	Assisting the management of Neighborhood Champions Volunteers	Project Implementation - Cleanup	Grant	\$ 15,000
	Earth Team	Earth Team Student OVTA and Litter Removal	Project Implementation - Employment	Match	\$ 15,000
	SOS Richmond	Illegal dumping and creek litter removals	Project Implementation - Cleanup	Match	\$ 15,000
	SOS Richmond	Workforce Development Program	Project Implementation - Employment	Grant	\$ 120,000
				<b>Total</b>	<b>\$ 232,000</b>
				<b>Grant Total</b>	<b>\$ 200,000</b>
				<b>Match Total</b>	<b>\$ 32,000</b>

**Exhibit B**  
**Consultant's Program Description dated January 13, 2026**

## **Program Description**

### **January 13, 2026**

SOS Richmond will lead creek cleanup operations, focusing on areas impacted by encampments and illegal dumping. This work supports the City's compliance with its National Pollutant Discharge Elimination System permit by mitigating pollution in local waterways. SOS Richmond's model integrates environmental restoration with workforce training and transitional employment for unhoused residents. SOS Richmond will hire unhoused residents who will engage in paid, six-week job readiness programs that combine hands-on cleanup work, workforce coaching, and wellness services in San Pablo. Through these efforts, participants will gain meaningful employment experience while supporting community beautification and environmental health.

#### **Key outcomes will include:**

- Take the Clean California Community Pledge
- 6 Neighborhood Champions
- 25 Student interns-100 hours each
- 18 community-led cleanups
- 60 outreach events annually
- 100 volunteers
- Increased litter/dumping prevention education and reporting
- One grade improved litter assessment scores
- 60 Wellness visits per month (over 8 months for a total of 480 wellness touch points)
- 40 participants (5 per month over 8 months) receiving workforce development services and resources that may result in future employment
- 4 rounds of 3 participants gaining work experience through a 6-week period in SOS Richmond's Job Readiness Program (12 participants total over 8 months)
- 15 tons of litter/illegal dumping removed

#### **Evaluation Criteria Alignment**

SOS Richmond will also provide 8 months of holistic wraparound services through its Wellness and Workforce Clinics, offering mental health support, primary care access, and job coaching. The program serves 60 visits per month (20 unduplicated), with 5 participants engaged in workforce development activities and 3 participants engaged in Job Readiness Program activities monthly.

#### **Planned Engagement During Implementation**

- SOS Richmond will begin expanded outreach and workforce engagement by April 2026.
- SOS Richmond participants will complete self-assessments and individualized workforce readiness plans, supported through a six-week transitional employment program with fieldwork and 1:1 coaching.

#### **Cost**

- \$120,000 - Caltrans CCEP Grant