

RESOLUTION NO. 2012-131

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK
APPROVING A FUNDING AGREEMENT BY AND BETWEEN THE CITY OF ROHNERT
PARK AND METROPOLITAN TRANSPORTATION COMMISSION FOR \$448,000 FOR
PRIORITY DEVELOPMENT AREA PLANNING GRANT**

WHEREAS, the City submitted an application to the Metropolitan Transportation Commission (MTC) Priority Development Area (PDA) Planning Program for a grant to develop a master plan for the Central Rohnert Park PDA;

WHEREAS, the MTC Board of Directors awarded the City a \$448,000 grant for a master plan and environmental document for the Central Rohnert Park PDA;

WHEREAS, in order for the City to avail of the grant and start the planning process, the Funding Agreement provided by MTC must be executed by both parties by December 31, 2012.

NOW, THEREFORE the City Council of the City of Rohnert Park does hereby resolve, determine, find and order as follows:

Section 1: Funding Agreement. The City Council approves a Funding Agreement by and between the Metropolitan Transportation Commission and the City of Rohnert Park for a PDA Planning Grant of \$480,000 as described more specifically in the agreement shown in *Exhibit A*.

Section 2. City Manager Authorization. City Manager is hereby authorized and directed to take all actions to effectuate this agreement for and on behalf of the City of Rohnert Park, including execution, if necessary, in substantially similar form to the agreement attached hereto as *Exhibit A*. City Manager is further authorized to appropriate and encumber funds for the grant match for Fiscal Year 2012-13.

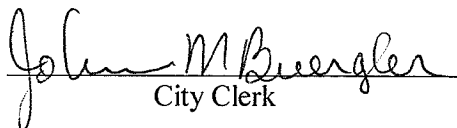
Section 3. Authorized Signatures. The Mayor, or presiding officer, is hereby authorized to affix his signature to this Resolution signifying its adoption and the City Clerk, or her duly appointed deputy, is directed to attest thereto.

DULY AND REGULARLY ADOPTED this 27th day of November, 2012.

CITY OF ROHNERT PARK

Mayor

ATTEST:


City Clerk



Attachments: Exhibit A

AHANOTU: AYE BELFORTE: AYE CALLINAN: AYE STAFFORD: AYE MACKENZIE: AYE
AYES: (5) NOES: (0) ABSENT: (0) ABSTAIN: (0)



METROPOLITAN
TRANSPORTATION
COMMISSION

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Adrienne J. Tissier, Chair
San Mateo County

TBD, TBD, 2012

Amy Rein Worth, Vice Chair
Cities of Contra Costa County

Tom Azambrado
U.S. Department of Housing
and Urban Development

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Cities of Alameda County

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Association of Bay Area Governments

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State Business, Transportation
and Housing Agency

James P. Spring
Solano County and Cities

Scott Wiener
San Francisco Mayor's Appointee

Steve Heninger
Executive Director

Ann Flemer
Deputy Executive Director, Policy

Andrew B. Fremier
Deputy Executive Director, Operations

Darrin Jenkins, Director of Development Services / City Engineer
City of Rohnert Park
130 Avram Avenue
Rohnert Park, CA 94928

RE: Funding Agreement

Dear Mr. Jenkins:

This letter is our Funding Agreement for the performance of station area planning assistance ("the Agreement").

It is agreed that the City of Rohnert Park (also referred to as "RECIPIENT") shall perform, or engage a consultant to perform, the project tasks specified in Attachment A, Scope of Work attached hereto and incorporated by this reference.

Therese Trivedi (herein "MTC Contract Manager") shall be responsible for the overall administration of the Agreement, including approving deliverables and invoices. Day-to-day technical direction shall be provided by Mark Shorett, Association of Bay Area Governments (herein "Project Manager") or a designated representative.

Payment to RECIPIENT shall be due in the amounts indicated in Attachment B, Project Budget and Schedule, upon acceptance by the Contract Manager of the Project deliverables, described in detail in Attachment A.

Payment shall be made within thirty (30) days after receipt by MTC of an acceptable invoice, which shall be subject to the review and approval of MTC's Project Manager.

RECIPIENT shall deliver or mail invoices to MTC, as follows:

Accounting Department
Metropolitan Transportation Commission
Joseph P. Bort MetroCenter
101 -- 8th Street
Oakland, CA 94607-4700

Subject only to duly executed amendments, it is expressly understood and agreed that in no event shall the total compensation to be paid under the Agreement exceed the sum of four hundred and forty eight thousand dollars (\$448,000).

The Agreement is funded in whole, or in part, by Surface Transportation Program (STP) funds allocated to MTC by the Federal Highway Administration, funds from which have been awarded to RECIPIENT by MTC, and the provisions in Attachment C, Terms and Conditions, and Attachment D, Fair Employment Practices Addendum, and Attachment E, Nondiscrimination Assurances, are hereby incorporated by reference. To the extent that they conflict with any of the above provisions, they supersede such provisions.

Performance shall begin on TBD, and be completed by TBD, unless MTC terminates this agreement earlier as provided in Article 3, Termination, of Attachment C.

If you agree, please sign both copies of this letter in the space provided below and return one to us. The other copy is for your files.

Very truly yours,

Steve Heminger
Executive Director

Accepted and Agreed to this _____ day
of TBD, 2012

Darrin Jenkins, Director of Development
Services / City Engineer

**Attachment A
Scope of Work
Central Rohnert Park Priority Development Master Plan**

The Scope of Work should substantially address the guidelines set forth in Attachment B: PDA Planning Elements Description & Guidance. Proposed tasks in the Scope of Work that significantly deviate from the guidance in Attachment B should be briefly explained in the text, or reference made to Section B: Project Understanding & Approach to Works, as such deviation may relate to the project approach.

TASK 1: PROJECT INITIATION / PROJECT MANAGEMENT

Upon award, City shall meet with the Consultant to complete several organizational tasks.

1.1 Refine / Finalize Work Scope and Program and Schedule

City shall work with the Consultant to finalize the work program and schedule for the project based on Consultants proposal exhibit for scope and project time line for each required element. The work program shall be used throughout the process to monitor progress; work products shall be clearly defined. It is assumed that one electronic and six hard copies of administrative drafts of all deliverables shall be provided to City. One electronic and 20 hard copies and one unbound, camera ready copy of the final deliverable shall be supplied to the City.

1.2 Establish Procedures for Team Management and Client Communications

City and Consultant shall clarify roles and responsibilities for both parties throughout the process, and shall establish a protocol for project management. A key element of project management shall be regular weekly coordination meetings or conference calls to ensure that information and review is being provided by the client in a timely fashion and that the project is proceeding on schedule and on budget.

1.3 Background Data Collection and Review

The Consultant shall coordinate with City in the identification and acquisition of relevant data for the project. City shall provide available GIS data, information and data prepared for other relevant studies, relevant city documents and other materials. The Consultant shall review and make additional data requests as needed or obtain at consultants own expense as needed.

1.4 Base Map Preparation

The Consultant shall prepare base maps for the study area utilizing available files provided by City.

1.5 Kick-off Meeting and Site Tour with City

The Consultant shall meet with CITY in a kick-off meeting for the project. The process, schedule and deliverables shall be reviewed as shall strategies to address missing or unavailable information and data. The meeting shall be documented, including a final scope, budget, project schedule and summaries.

Task 1 Deliverables:

- a. **Final Scope, Budget and Project Schedule**
- b. **Outline of PDA Profile, informed by list of data for project**
- c. **Base Maps for internal use**
- d. **Meeting Summaries**

TASK 2: PRIORITY DEVELOPMENT AREA (PDA) PROFILE

The Consultant shall create a brief report providing an overview of demographic and socio-economic characteristics of the planning area, transit/travel patterns and use, physical aspects of the planning area, as well as any known issues that will need to be considered or addressed in the planning process. Context for the relationship between the planning area and the jurisdiction's surrounding area should be provided.

Data sources should include the US Census, as well as other planning efforts. The results from the PDA Profile should inform subsequent planning elements and shall be used to create meeting exhibits.

Task 2 Deliverables:

PDA Profile Report containing the measures as defined in Attachment B: PDA Planning Elements-Description & Guidance (Priority Development Area PDA Profile). The information in the report should be referenced throughout the planning process in the development of subsequent planning elements.

TASK 3: COMMUNITY INVOLVEMENT PLAN

The Consultant shall create a collaborative planning process with community stakeholders, including residents, business proprietors, property owners, transit agencies, neighborhood associations, non-profit or other community or faith-based organizations, etc. Special attention should be paid to involve community groups and minority, low-income, youth, renter, and non-English speaking populations. The purpose of the collaboration is to solicit comments from these stakeholders, review preliminary findings with them, and utilize their perspective in developing a vision for the planning area. The outcome of successful community involvement is broad-based community support for the final plan, as well as for the process to develop the plan.

Before beginning the planning process, the Consultant shall develop a plan for community involvement. As a first step, refer to the PDA Profile for an understating of the residents and stakeholders to be engaged in the process. The plan should outline various strategies to involve these residents and stakeholders, and should provide for on-going oversight of the planning process, as well as opportunities for input at specific points in the process. Depending on the demographic make-up of the project area, translation of materials into languages other than English may be necessary and should be factored into the community involvement budget.

The involvement plan should identify:

- a. Potential Technical Advisory Committee (TAC) and Citizens Advisory Committee (CAC) members, and/or a process for selecting members
- b. Strategies to partner with local community organizations and engage community members
- c. Strategies specific to engaging low-income communities and communities of color
- d. Schedule of public meeting, TAC and CAC meetings, and other public events/meetings

Task 3 Deliverables:

- a. **A Community Involvement Plan detailing who will be engaged and when, along with the strategies that will be used to engage them**
- b. **Materials for distribution**
- c. **Meeting minutes public comment summaries; survey and or focus group summaries**

Refer to Attachment B: PDA Planning Elements Description & Guidance (Community Involvement) for outline and summary of required elements to be included in the Community Involvement Plan

TASK 4: ALTERNATIVES ANALYSIS

The Consultant shall develop a memorandum related to the development of several land use alternatives or visions over the long term, their impacts upon the existing community and neighboring land uses, the feasibility of instituting each alternative, and the selection of a preferred development scenario. The alternatives should include an analysis of potentially incompatible land uses and resulting exposure issues.

Considerations:

- Specify the time horizon for the scenarios, taking into consideration the implementation timeframe of the plan
- Review existing place-type for the planning area; does the place type change based on the community's vision in the preferred alternative?

The Consultant should consider developing options for different development scenarios early in the process to allow for discussion and input from community and key stakeholders.

- Scenarios may include
 - Minimum allowable density standards
 - Ridership forecasts based on different development scenarios
- How do different land uses relate to circulation in the planning area, ridership, parking, open space, etc.
- What land uses are under consideration now vs. what uses are proposed for the future
- Land uses designation scenarios may consider zoning, hybrid form based code, or other scenarios.

Task 4 Deliverables:

Alternatives Memorandum including:

- Alternatives considered
- Process for selecting the preferred alternative
- Description of the preferred alternative
- Supporting maps, i.e. land use map, circulation map, density/form map

Refer to Attachment B: PDA Planning Elements Description & Guidance (Alternative Analysis) for outline and summary of required elements to be included in the Alternatives Analysis Memorandum

TASK 5: MARKET DEMAND ANALYSIS

The consultant shall provide an analysis of the future market demand for higher density-housing at all levels of affordability, retail, commercial and industrial (if appropriate) uses. The analysis should consider the existing market and outcomes in the short-term, as well as an assessment to trends with a long-range perspective. The trend analysis should reflect outcomes identified in the Alternatives Analysis.

Task 5 Deliverables:

A report containing current conditions, as well as short-term and long term potential for employment, housing and commercial development in the planning area. Analysis should link back to the preferred vision identified in the Alternatives Analysis

Refer to Attachment B: PDA Planning Elements Description & Guidance (Market Demand Analysis) for outline and summary of required elements to be included in the Market Demand Analysis Report

TASK 6: AFFORDABLE HOUSING AND ANTI-DISPLACEMENT STRATEGY

The Consultant shall develop a strategy to provide existing and future plan area residents with a range of housing options that are affordable to households at all income levels. The strategy should describe the existing demographic and housing profile of the area, quantify the need for affordable housing. Identify specific affordable housing goals for the plan, assess the financial feasibility of meeting the need for affordable housing, and identify strategies needed to meet the affordable housing goals.

To limit or prevent displacement in the area, the strategy should identify how non-subsidized affordable housing units in or neighboring the plan area may be impacted by the plan build-out. The plan should describe existing preservation policies to maintain neighborhood affordability and additional zoning changes or policies needed. The anti-displacement strategy may also

include the maintenance and enhancement of small businesses, services and community centers that serve lower-income residents.

Task 6 Deliverables:

A report that outlines the plan's approach to providing a range of affordable housing options to existing and future residents, based on the elements identified in Attachment B: PDA Planning Elements Description & Guidance.

Refer to Attachment B: PDA Planning Elements Description & Guidance (Affordable Housing and Anti-Displacement Strategy) for outline and summary of required elements to be included in the Affordable Housing and Anti-Displacement Strategy Report

TASK 7: MULTI-MODAL STATION ACCESS AND CONNECTIVITY

The Consultant shall identify strategies for improving bus access to rail stations and ferry terminals and frequency of feeder services (in consultation with transit providers) as well as pedestrian, bicycle and auto access and safety. Multi-modal connections between transit stations and high-density housing, surrounding neighborhood amenities, activity nodes, and open space should be emphasized. This should apply throughout the planning area boundaries (include significant nodes outside plan area boundaries).

Task 7 Deliverables:

Multimodal access and connectivity plan/memo and pedestrian-friendly design standards or similar (See Pedestrian-Friendly Design Standards)

Refer to Attachment B: PDA Planning Elements Description & Guidance (Multimodal Access & Connectivity Component) for outline and summary of required elements to be included in the Multimodal Access and Connectivity Component

TASK 8: PEDESTRIAN-FRIENDLY DESIGN STANDARDS

The Consultant shall prepare design standards for components of the pedestrian circulation network to include building, open space and street design standards that focus on pedestrian-oriented design that enhances the walking environment and increases pedestrian comfort and convenience as well as the safety and security of transit patrons in and around the plan area. These may include standards for sidewalks, curb extensions, crosswalks, pedestrian refuges, and other elements. The Consultant shall lead this task, ensuring that design features such as block spacing, intersection locations, lane widths, bike path widths, and sidewalk widths and pedestrian crossing treatments conform to the goals and policies set forth in the General Plan and other City documents and best practices.

Task 8 Deliverables:

Design standards to be included with multi-modal elements in final documentation.

Refer to Attachment B: PDA Planning Elements Description & Guidance (Multimodal Access & Connectivity Component and Pedestrian-Friendly Design Standards) for outline and summary of required elements to be included.

TASK 9: ACCESSIBLE DESIGN

The Consultant shall prepare plans and diagrams to support an Accessibility Plan for people with disabilities, ensuring fully accessible transit stations, accessible paths of travel between the stations and surrounding areas, and visitable and habitable housing units adjacent to transit stations and in the planning area where feasible. If new housing is proposed within the planning area, at least 10% of townhomes should be habitable by persons with disabilities. Accessible paths of travel between the transit stations and essential destinations within the planning area should take into consideration width of sidewalks, presence of curb cuts, physical barriers that would prevent persons with mobility limitations from access and enhancements that would facilitate access

Task 9 Deliverable:

Accessible Design Memorandum containing how the planning area will accommodate persons with disabilities, both in path of travel to/from transit and surrounding destinations, as well as habitable and visitable housing units.

Refer to Attachment B: PDA Planning Elements Description & Guidance (Accessible Design) for outline and summary of required elements to be included in the Accessible Design Memorandum

TASK 10: PARKING POLICY AND MANAGEMENT

The Consultant shall create a parking policy and management element that aims at reducing parking demand through certain mechanisms which may include pricing, zoning, and support for alternative modes. Parking policy deliverable approach shall be developed in conjunction with City and ABAG representatives to meet the needs and culture of the City of Rohnert Park. Urban parking measures may not apply to City Parking requirements may include departure from minimum standards. The plan should include requirements on new developments/uses. Attachment B may be utilized as a preliminary guide but will be subject to modification in consultation with ABAG.

Task 10 Deliverables:

Parking Management Plan/Memorandum

Refer to Attachment B: PDA Planning Elements Description & Guidance (Parking Policy and Management) for outline and summary of required elements to be included in the Parking Management Plan/Memorandum

TASK 11: INFRASTRUCTURE DEVELOPMENT AND BUDGET

The consultant shall prepare a memo describing existing public infrastructure (streets and roadways, sidewalks, bike lanes and racks, utilities, street furniture, street trees, parking, stormwater management, etc.) and public facilities/services (transit stations/shelters, libraries, parks, centers, schools, police/fire etc. within the planning area, determine improvements needed to meet the demands of the existing and anticipated service population, develop cost estimates, and identify potential funding mechanisms for necessary improvements and maintenance.

Task 11 Deliverables:

Memorandum outlining infrastructure development and budget

Refer to Attachment B: PDA Planning Elements Description & Guidance (Infrastructure Development and Budget) for outline and summary of required elements to be included in the Infrastructure Development and Budget Memorandum

TASK 12: IMPLEMENTATION PLAN AND FINANCING STRATEGY

The Consultant shall develop implementation strategies related to the capacity and infrastructure costs. The Consultant shall provide technical input on the narrative describing the infrastructure elements and prioritization, and segregate the overall cost estimate into segments to identify implementation costs by phase.

The Consultant shall list action items necessary to implement the goals of the plan and identify responsible department, cost estimates, potential revenue sources, and timeframe for completion.

Task 12 Deliverables:

Implementation Plan with Financing Strategy

Refer to Attachment B: PDA Planning Elements Description & Guidance (Implementation Plan and Financing Strategy) for outline and summary of required elements to be included in the Implementation Plan with Financing Strategy

TASK 13: DRAFT MASTER PLAN

13.1 First Administrative Draft Master Plan

Consultant shall prepare a first Administrative Draft Master Plan, which compiles the information, analyses, and recommendations from the previous tasks into a document for review by CITY and the TAC. The document shall include but not be limited to:

- Introduction
- Vision
- Goals and Policies
- Land Use Regulations and Zoning Standards
- Transportation, Circulation and Parking
- Community Services
- Design Guidelines and Development Standards
- Infrastructure Plan
- Implementation

13.2 Second Administrative Draft Master Plan

Based on a consolidated set of comments from CITY and the TAC, the Consultant shall revise the first draft to create a second administrative draft document.

13.3 Public Draft Master Plan

Following CITY and TAC review, Consultant shall prepare a public draft of the Master Plan, suitable for distribution in print and electronic form to the public, which shall be considered a final document. The Consultant will document the public meetings and provide a record of comments on the draft plans.

Task 13 Deliverables:

- a. Administrative draft of Master Plan**
- b. Public draft Master Plan**
- c. Final document**
- d. Record of public meetings and comments on Draft plan**

TASK 14: PROGRAM LEVEL ENVIRONMENTAL IMPACT REPORT

The Consultant proposes to prepare a focused environmental process that leverages the existing data in the area.

14.1 Define Project, Review Data, Determine Existing Conditions

This task shall include a kickoff meeting consisting of the Consultant with CITY staff to discuss any data needs, and identify which preferences the City may have regarding the report format, organization and presentation. The overall schedule for the EIR preparation shall be reviewed and refined for the City's final approval.

Working with CITY staff, the Consultant shall verify the characteristics of the Priority Development Area. A set of assumptions, based on the available data, shall be prepared for use as a basis for developing a project description and defining each of the alternatives to be used in the EIR, in accordance with CEQA Guidelines, inclusive of the project's technical and environmental characteristics. It is acknowledged that the description of alternatives could change or be modified during preparation of the Administrative Draft EIR as impacts and mitigation measures to reduce the identified impacts to less than significant levels may be identified as the studies proceed. Consultation with CITY staff regarding discretionary approvals that shall be needed for the project shall be made at this time.

14.2 Prepare and Distribute Notice of Preparation

The Consultant shall prepare a Notice of Preparation and short form Initial Study that shall focus the EIR on those topics that have the potential to adversely affect the environment. For a TOD project, the topics shall likely include traffic, land use, visual quality, cultural resources, and possibly air quality and noise.

A Notice of EIR Preparation shall be prepared using the standard CEQA format or a different format as developed and approved by CITY. After CITY approval of the NOP, the Consultant

shall distribute the document to the public in accordance with the City's distribution list, the State Clearinghouse and agencies having jurisdiction of the site's environmental resources. Agency consultation shall continue throughout preparation of the EIR. An Initial Study shall be prepared for the project and shall accompany the NOP as an attachment. The Consultant prepare

an Initial Study to reduce EIR preparation time. The NOP shall be reviewed by the CITY and shall be revised by the Consultant for publication.

Similarly, a public scoping meeting is planned for the project. A scoping meeting shall be held in which the project shall be presented in a PowerPoint using slides previously prepared and supplemented by CEQA-specific slides. The scoping meeting shall facilitate comments from the public.

14.3. Prepare Administrative Draft EIR

The Consultant shall prepare an EIR in full compliance with CEQA and State guidelines. Environmental effects shall be addressed in proportion to their severity and probability of occurrence. The Consultant shall concentrate on those areas of specific concern identified at the initial meeting with CITY staff at the outset of the studies and in responses received as a result of issuing the NOP.

The Consultant shall prepare an Administrative Draft EIR (ADEIR) in conformance with the EIR format as approved by CITY. All text and graphics to be used in the Draft EIR shall be included in proposed final form. Six copies of the ADEIR and an electronic Microsoft Word version shall be prepared and delivered to CITY for review and comment.

A comprehensive overall description of the project area setting shall be developed to provide an overview of the environmental conditions found on and around the project site and to serve as the basis for analyzing project impacts. A setting description shall be provided for each of the technical subjects studied, some of which shall naturally derive from the earlier tasks that examine opportunities and constraints, traffic, and infrastructure.

The analysis shall document potential environmental impacts and mitigation measures for the project as a whole. Significant and less-than-significant impacts shall be differentiated, the purpose of this being that the reader shall be able to grasp the “bottom line” of the analysis. The reasons that various potentially significant effects of the project were determined not to be significant shall be documented. The extent of the discussion of impacts shall reflect the severity of the impacts and their likelihood of occurrence. All impact analyses shall differentiate between the incremental effects of the project and cumulative effects with respect to cumulative development in the Sonoma County area as appropriate.

Each identified impact and mitigation measure shall have a specific coded number for the purpose of documenting mitigation-monitoring actions. Mitigation measures shall be described after each identified impact. Mitigation measures shall be presented in a manner that shall allow them to be extracted from the EIR in the form of conditions of approval. Where several measures are available to mitigate an impact, each shall be discussed, along with the basis for suggesting a particular measure. A key feature of the impacts analysis shall be to provide information about how impact potential is determined. The CEQA criteria for impact significance (Thresholds of Significance) shall be listed prior to the impact discussion for each subject area investigated. This allows comprehension and continuity of the analysis and establishes the foundation on which to draw important conclusions regarding the significance of the environmental impact. Each discussion of impact potential shall conclude with a summary statement indicating whether

an identified impact would be significant or less than significant, based on the analysis provided under the specific threshold of significance.

14.4 Prepare Draft EIR

Following CITY review of the Administrative Draft EIR, the Consultant shall prepare the Draft EIR for publication that incorporates any modifications and/or amendments in response to CITY's comments. Twenty (20) copies, and twenty-five (25) cds of the Draft EIR shall be printed and delivered to the CITY for distribution. The Consultant shall send screen-check copies of the Draft EIR to the Department prior to printing, if requested.

14.5 Prepare and Distribute Notice of Completion/Availability

Following completion of the Draft EIR and at the time of distribution to agencies and the public, the Consultant shall prepare the Notice of Completion and Notice of Availability in accordance with CEQA requirements (CEQA Guidelines Section 15085 and Section 15087). The NOC shall be forwarded to the State Clearinghouse along with 15 copies of the Executive Summary of the Draft EIR and 15 electronic copies. The NOA shall be forwarded to the County Clerk for the required 30 day posting period. Atkins shall also forward the Draft EIR to all parties that requested the document as a result of the Notice of Preparation.

14.6 Prepare Final EIR

The Consultant shall meet with CITY to discuss the approach to comments, if necessary. The Consultant shall respond to comments on the Draft EIR received at the public hearings and letters of comment received during the public review period in the Administrative Final EIR (Response to Comments). Master Responses shall be prepared where there are a sufficient number of comments addressing a specific subject area to warrant the preparation of Master Responses. Response pages shall be organized to immediately follow comment pages to facilitate use of the document.

Twenty (20) copies of the Administrative Final EIR shall be delivered to CITY for review and comment. Responses to comments shall be numbered and keyed to the list of comments. Revisions to the Draft EIR as contained in the Final EIR document (Comments and Responses) shall be indicated through the use of underlines and strikeouts as required for ease of reference. After CITY has reviewed the Administrative Final EIR, the Consultant shall amend the document and print twenty-five (25) copies, and produce twenty-five (25) cds, of the Final EIR for distribution. It is understood the Draft EIR shall not be amended and republished as a result of preparing the Final EIR. The Final EIR shall be submitted as a separate volume. A screen review copy of the Final EIR shall be submitted to CITY for review, if requested, before CITY gives the go-ahead for printing the final document.

14.7 Prepare Mitigation Program

Concurrent with preparation of the Draft EIR, the Consultant shall prepare an Administrative Mitigation Monitoring and Reporting Program in accordance with Public Resources Code Section 21081.6, which CITY staff shall review.

14.8 Prepare Notice of Determination

Following certification of the EIR and any project approval, the Consultant shall prepare the Notice of Determination in accordance with CEQA Guidelines Section 15094. The NOD shall be forwarded to the State Clearinghouse if it is determined the project requires approval from any state agency. The NOA shall also be forwarded to the County Clerk for the required 30 day posting period which shall start a 35-day statute of limitations on court challenges to the project approval under CEQA. Please note that the County Clerk is unlikely to post the NOC until either the required California Department of Fish and Game fees have been paid or it has been conclusively documented that there would be no impacts to fish and wildlife resources to the satisfaction of the Department of Fish and Game.

14.9 Conduct Stakeholder Meetings and PM

The work program calls for periodic meetings with CITY staff during the course of EIR preparation, as well as attending neighborhood and Planning Commission meetings/ hearings and certification hearings before the Planning Commission and City Council. The kick-off meeting, NOP scoping meeting, Draft EIR public hearing, and Final EIR certification hearing are included above with those task items. Four meetings with CITY staff are planned during preparation of the Administrative Draft, Draft, and Final EIRs at regular intervals. The first meeting with CITY is noted Under Task 1 above as the kickoff meeting and is intended review items such as the project description, definition of alternatives, data collection, project scheduling and related matters.

The Consultant shall attend stakeholder meetings at approximately 2 hrs each within this task. At the public meetings/hearings, the Consultant's representative(s) shall be available to summarize the document and respond to questions and issues raised as required or explain particular issues of importance.

Task 14 Deliverables:

- a. Notices
- b. Administrative draft EIR
- c. Draft EIR
- d. Final EIR
- e. Mitigation Program
- f. Notice of Determination

TASK 15: PREPARATION FOR AND ADOPTION OF FINAL MASTER PLAN PLAN AND EIR CERTIFICATION

15.1 Preparation of Documents for Plan Adoption and Implementation

The Consultant shall identify and draft necessary General Plan amendments, Zoning amendments to allow implementation of the Master Plan and Certification of the EIR.

15.2 Planning Commission Hearing

The Consultant shall attend a Planning Commission hearing and support staff in presenting the plan and responding to questions and comments.

15.3 City Council Adoption Hearing

The Consultant shall attend a City Council hearing and support CITY in presenting the plan and responding to questions and comments.

15.4 City Council Approval

The Consultant shall attend a final City Council meeting.

Task 15 Deliverables

- a. **Final Central Rohnert Park Priority Development Area Master Plan**
- b. **General Plan and Zoning Amendments**

Attachment C Project Budget and Schedule

Central Rohnert Park Priority Development Area Master Plan

The following table provides the project budget by deliverable, including the local match to be provided by the CITY:

Task	Deliverables	MTC Contribution	City Match (\$)	Total Cost	Completion Date
1	1a: Final scope, budget and schedule 1b: Data request 1c: Base maps 1d: Meeting minutes				
2	Station Area Profile Report				
3	3a: Community involvement plan 3b: Materials for distribution 3c: Meeting minutes, public comment summaries, survey and stakeholder summaries				
4	Alternatives Memorandum				
5	Market Demand Analysis Report				
6	Affordable Housing Report				
7	Multimodal access and connectivity Plan/Memo				
8	Design standards to be included with multi-modal elements in final documentation				
9	Accessible design memorandum and supporting policies and design criteria				
10	Parking Management Plan/Memorandum				
11	Infrastructure memorandum with budget information				
12	Implementation plan with financing strategy				
13	13a: Administrative draft Specific Plan 13b: Public draft Specific Plan 13c: Final Specific Plan 13d: Record of public meetings and comments on Draft plan				
14	14a: Notices 14b: Administrative draft EIR 14c: Draft EIR 14d: Final EIR 14e: Mitigation Program 14f: Notice of Determination				
15	15a: Final Station Area Master Plan 15b: General Plan and Zoning amendments				
TOTALS					

ATTACHMENT C

TERMS AND CONDITIONS

1. FUNDING

Funding from DOT shall be contingent upon approval by the Federal Highway Administration (FHWA) of MTC's Overall Work Program ("OWP"). Shall DOT amend the OWP after the effective date of this Agreement to reduce the amount of available STP funds, MTC shall reduce RECIPIENT's share of STP funds proportionately and shall, after consultation with the RECIPIENT, amend the Scope of Work as necessary to reflect the reduced level of funding.

2. AMENDMENTS

Any changes in the activities to be performed under this Agreement shall be incorporated in written amendments, which shall specify the changes in work performed and any adjustments in compensation and schedule. All amendments shall be executed by the MTC Executive Director or a designated representative and RECIPIENT. No claim for additional compensation or extension of time shall be recognized unless contained in a duly executed amendment.

3. TERMINATION

MTC may terminate this Agreement without cause upon ten (10) days prior written notice. If MTC terminates this Agreement without cause, RECIPIENT shall be entitled to payment for costs incurred for incomplete deliverables, up to the maximum amount payable for each deliverable. If RECIPIENT fails to perform as specified in this Agreement, MTC may terminate this Agreement for cause by written notice and RECIPIENT shall be entitled only to costs incurred for work product acceptable to MTC, not to exceed the maximum amount payable under this Agreement for such work product.

4. RETENTION OF RECORDS

RECIPIENT agrees to establish and maintain an accounting system conforming to GAAP that is adequate to accumulate and segregate reasonable, allowable, and allocable project costs.

RECIPIENT further agrees to keep all records pertaining to the project being funded for audit purposes for a minimum of three (3) years following final payment to RECIPIENT or four (4) years following the fiscal year of the last expenditure under this Agreement, whichever is longer, in accordance with generally accepted accounting principles. Copies of RECIPIENT audits, if any, performed during the course of Project development and at Project completion shall be forwarded to MTC no later than one hundred eighty (180) days after fiscal year end close.

5. AUDITS

RECIPIENT agrees to grant MTC, or any agency that provides MTC with funds for the Project, including but not limited to, the U.S. Department of Transportation, FHWA, the Comptroller General of the United States, the State, and their authorized representatives access to RECIPIENT's books and records for the purpose of verifying that funds are properly accounted for and proceeds are expended in accordance with the terms of this Agreement. All

documents shall be available for inspection during normal business hours at any time while the Project is underway and for the retention period specified in Article 4.

RECIPIENT further agrees to include in all its third-party contracts hereunder a provision to the effect that the contractor agrees that MTC, the U.S. Department of Transportation, FHWA, the Comptroller General of the United States, the State, or any of their duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, during normal business hours, for the term specified above. The term "contract" as used in this clause excludes agreements not exceeding \$25,000.

6. LICENSE TO WORK PRODUCTS

RECIPIENT hereby grants to MTC an irrevocable, non-exclusive, royalty-free license to use without restriction and share with any person or entity all drawings, designs, specifications, manuals, reports, studies, surveys, models, software, source code and source code documentation, documentation or system architecture, and any other documents, materials, data, and products ("Work Products") developed, prepared, or assembled by RECIPIENT or RECIPIENT's consultant(s) or its subconsultants pursuant to this Agreement. MTC may exercise their licenses to Work Products through sublicenses to a third party, without the approval of RECIPIENT or RECIPIENT's consultant(s) or subconsultants. FHWA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: (a) the copyright in any work developed under this Agreement; and (b) any rights of copyright to which RECIPIENT or RECIPIENT's consultant(s) or subconsultants purchase ownership under this Agreement.

7. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Title VI of the Civil Rights Act, as amended (42 U.S.C. § 2000d); Section 303 of the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6102); Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132); and 49 U.S.C. § 5332 for FTA-funded projects, RECIPIENT agrees that it shall not, on the grounds of race, religious creed, color, national origin, age, physical disability or sex, discriminate or permit discrimination against any employee or applicant for employment.

8. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

It is the policy of MTC and the U.S. Department of Transportation to ensure nondiscrimination in the award and administration of DOT-assisted contracts and to create a level playing field on which disadvantaged business enterprises, as defined in 49 Code of Federal Regulations Part 26, can compete fairly for contracts and subcontracts relating to MTC's procurement and professional services activities.

RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. RECIPIENT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by RECIPIENT to carry out these requirements is a material breach of contract, which may result in the termination of this agreement or such other remedy as MTC deems appropriate.

9. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

RECIPIENT agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (47 U.S.C. § 2000(d)) and the regulations of the Department of Transportation issued thereunder (49 CFR Part 21).

10. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

RECIPIENT agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101 *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. § 5310(f); and their implementing regulations.

11. STATE ENERGY CONSERVATION PLAN

RECIPIENT shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321).

12. DEBARMENT

RECIPIENT certifies that neither it, nor any of its participants, principals or subcontractors is or has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as they are defined in 49 CFR Part 29, by any Federal agency or department.

13. CLEAN AIR AND WATER POLLUTION ACTS

RECIPIENT agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7501 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

14. LOBBYING

RECIPIENT agrees to comply with the restrictions on the use of federal funds for lobbying activities set forth in 31 United States Code §1352 and 49 C.F.R. Part 20.

15. INDEMNIFICATION

RECIPIENT shall indemnify and hold harmless MTC, Caltrans, their Commissioners, Directors, officers, agents and employees from any and all claims, demands, suits, loss, damages, injury and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of RECIPIENT, its officers, directors, employees, agents and contractors, or any of them, under or in connection with this Agreement; and RECIPIENT agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against MTC, Caltrans, their Commissioners, Directors, officers, agents, and employees, or any of them, arising out of such act or omission, and to pay and satisfy any resulting judgments.

16. MEETINGS

RECIPIENT agrees to invite the MTC Contract Manager and the Project Manager to participate in all meetings held in connection with this project, including public meetings and project Team meetings.

17. COMPLIANCE WITH LAWS

RECIPIENT shall comply with any and all laws, statutes, ordinances, rules, regulations or requirements of the federal, state, or local government, and any agency thereof, including, but not limited to MTC, the U.S. DOT, FHWA, the State, and Caltrans, which relate to or in any manner affect the performance of this Agreement. Those laws, statutes, ordinances, rules, regulations, and procedural requirements that are imposed on MTC as a recipient of federal or state funds are hereby in turn imposed on RECIPIENT (including, but not limited to, 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"), and are herein incorporated by this reference and made a part hereof.

RECIPIENT contractors shall agree to comply with all 48 CFR, Chapter 1, Part 31, Contract Cost Principles and Procedures. In addition, RECIPIENT certifies that the RECIPIENT and its contractors shall comply with the requirements of the California Environmental Quality Act (CEQA), California Public Resources Code Section 21,000 *et seq.* and with the State Environmental Impact Report Guidelines (14 California Code of Regulations Section 15000 *et seq.*) and the National Environmental Policy Act (NEPA), 42 U.S.C. Section 4321 *et seq.* and the applicable regulations thereunder.

18. IDENTIFICATION OF DOCUMENTS

RECIPIENT shall ensure that all documents related to the project including meeting notices and reports state that the project is funded through the Metropolitan Transportation Commission's Station Area Planning Program.

In addition, RECIPIENT shall ensure that all reports and other documents completed as part of this Agreement shall carry the following notation on the front cover or title page:

"The preparation of this report has been financed in part by grants from the U.S. Department of Transportation. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation."

19. TRAVEL AND SUBSISTENCE COSTS

Reimbursement of RECIPIENT travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration for similar employees (i.e. non-representative employees)

20. SUBCONTRACTS

RECIPIENT must include provisions of this Agreement, as applicable, modified only to show the particular contractual relationship, in any third-party contracts funded by this Agreement.

ATTACHMENT D

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, RECIPIENT shall not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. RECIPIENT shall take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. RECIPIENT shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. RECIPIENT, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the RECIPIENT'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. RECIPIENT shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. RECIPIENT shall permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which RECIPIENT was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that RECIPIENT has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by RECIPIENT and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to RECIPIENT, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure RECIPIENT's breach of this Agreement.

ATTACHMENT E

NONDISCRIMINATION ASSURANCES

RECIPIENT HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which RECIPIENT receives federal financial assistance from the Federal Department of Transportation. RECIPIENT HEREBY GIVES ASSURANCE THAT RECIPIENT shall promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, RECIPIENT hereby gives the following specific assurances with respect to its federal-aid Program:

1. That RECIPIENT agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.
2. That RECIPIENT shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements: RECIPIENT hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.
3. That RECIPIENT shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.
4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed affecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where RECIPIENT receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where RECIPIENT receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That RECIPIENT shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the RECIPIENT with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates RECIPIENT for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates RECIPIENT or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which RECIPIENT retains ownership or possession of the property.

9. That RECIPIENT shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that RECIPIENT, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That RECIPIENT agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. RECIPIENT shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. RECIPIENT shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of STATE assisted contracts. The California Department of Transportation Disadvantaged Business Enterprise Program Implementation Agreement for Local Agencies is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out the Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part

26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to RECIPIENT by STATE, acting for the U.S. Department of Transportation, and is binding on RECIPIENT, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX A TO ATTACHMENT E

During the performance of this Agreement, RECIPIENT, for itself, its assignees and successors in interest (hereinafter collectively referred to as RECIPIENT) agrees as follows:

(1) Compliance with Regulations: RECIPIENT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: RECIPIENT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. RECIPIENT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by RECIPIENT for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by RECIPIENT of the RECIPIENT's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: RECIPIENT shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to RECIPIENT's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, RECIPIENT shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts RECIPIENT has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of RECIPIENT's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to RECIPIENT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: RECIPIENT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

RECIPIENT shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance,

provided, however, that, in the event RECIPIENT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, RECIPIENT may request STATE enter into such litigation to protect the interests of STATE, and, in addition, RECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B TO ATTACHMENT E

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that RECIPIENT shall accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the RECIPIENT all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto RECIPIENT and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on RECIPIENT, its successors and assigns.

RECIPIENT, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and) *

(2) that RECIPIENT shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO ATTACHMENT E

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by RECIPIENT, pursuant to the provisions of Assurance 7(a) of Attachment E.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add 'as covenant running with the land') that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, RECIPIENT shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, RECIPIENT shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of RECIPIENT and its assigns.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO ATTACHMENT E

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the RECIPIENT, pursuant to the provisions of Assurance 7 (b) of Attachment E.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, RECIPIENT shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, RECIPIENT shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of RECIPIENT, and its assigns.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

CONTRACT APPROVAL SHEET

AGENCY:		MTC			
NAME OF CONTRACTOR/RECIPIENT:		City of Rohnert Park			
PROJECT TITLE:	Central Rohnert Park PDA Plan				
	Amount	Approval by ED or Committee (specify)	Committee Approval Date <i>Attach most recent signed Comm. memo</i>	Grant/Allocation Name	Grant No./ Allocation No./ Funding Source (Acctg.)
Original contract	\$448,000	PAC	TBD	STP	6084 (146)
Amend #1					
Amend #2					
Amend #3					
WORK ITEM #:	1611	Sole Source: No <input checked="" type="checkbox"/>			
FISCAL YEARS:	TBD				

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REVIEW LIST

Project Manager:	Therese Trivedi	Date:	
Section Director:	Doug Kimsey	Date:	
Contract Administration:	Denise Rodrigues. ¹	Date:	
IT Review:	Teri Green. ² /Valerie Campbell. ³	Date:	
Office of the General Counsel:	Melanie J. Morgan/Cynthia Segal	Date:	
Deputy Executive Director:	Andrew Fremier. ⁴	Date:	
Deputy Executive Director:	Ann Flemer. ⁵	Date:	
Finance Section:	Brian Mayhew	Date:	

¹ Includes DBE review for all federally-funded contracts.

² IT review for information technology projects affecting MTC's network and computers.

³ IT review for information technology projects affecting BATA's network and computers.

⁴ Reviews all procurements and contracts from HOA, BOO, and TCI, plus BATA-funded work.

⁵ Reviews all contracts from all sections.