

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 16.2**  
**(ID # 30211)**

**MEETING DATE:**  
Tuesday, April 28, 2026

**FROM :** Regional Parks and Open Space District

**SUBJECT:** REGIONAL PARK AND OPEN-SPACE DISTRICT: Accept and Approve the Clean California Local Grant Award in the Amount of \$327,444; Ratify and Approve the Restricted Grant Agreement 08-CCEP-01 between the State of California acting by and through its Department of Transportation and Riverside County Regional Park and Open-Space District; Ratify and Approve the Agreement with Center for Employment Opportunities, Inc.; All Districts. [Total Cost \$327,444 – 100% Habitat/Open Space Mgt-Parks Fund 25430] (4/5 Vote Required)

**RECOMMENDED MOTION:** That the Board of Directors:

1. Accept the Clean California Local Grant Award administered by the State of California acting by and through its Department of Transportation ("Caltrans") in the amount of \$327,444;
2. Ratify and approve the Restricted Grant Agreement ("Grant Agreement") 08-CCEP-01 with Caltrans through November 1, 2027;
3. Authorize the General Manager, or designee, to execute the Grant Agreement, grant payment requests, progress reports, purchases, future amendments, modifications to the Grant Agreement and all other documents required to implement the Restricted Grant agreement as approved as to form by County Counsel;

Continued on Page 2

**ACTION:4/5 Vote Required**


  
Kyla R. Brown, General Manager 4/8/2026

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**MINUTES OF THE BOARD OF DIRECTORS**

On motion of Director Washington, seconded by Director Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez  
Nays: None  
Absent: None  
Date: April 28, 2026  
xc: Parks

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

**RECOMMENDED MOTION:** That the Board of Directors:

4. Ratify and approve the Agreement with Center for Employment Opportunities, Inc (“CEO Agreement”)through March 31, 2027 and direct the Chair to execute the agreement;
5. Direct the Purchasing Agent to issue Purchase Orders to Center for Employment Opportunities, Inc for the duration of the CEO Agreement that do not exceed the total contract amount of \$284,671 with an additional \$28,467.10 in compensation; for a total not to exceed amount of \$313,138.10;
6. Approve and direct the Auditor-Controller to make budget adjustment as detailed in the attached Schedule A; and
7. Authorize the General Manager, or their Designee, to execute future amendments to the Agreement, provided such amendments do not exceed ten percent (10%) of the total cost of the Agreement, are subject to the availability of fiscal funding, and are approved as to form by County Counsel.

| <b>FINANCIAL DATA</b>  | <b>Current Fiscal Year:</b> | <b>Next Fiscal Year:</b> | <b>Total Cost:</b>        | <b>Ongoing Cost</b> |
|--|-----------------------------|--------------------------|---------------------------|---------------------|
| <b>COST</b>  | \$ 327,444                  | \$ 0                     | \$ 327,444                | \$ 0                |
| <b>NET COUNTY COST</b>   | \$ 0                        | \$ 0                     | \$ 0                      | \$ 0                |
| <b>SOURCE OF FUNDS: 100% Habitat/Open Space Mgt-Parks Fund 25430</b> |                             |                          | <b>Budget Adjustment:</b> | Yes                 |
|  |                             |                          | <b>For Fiscal Year:</b>   | 25/26               |

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

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 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.

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

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

employment opportunities focused on litter abatement, landscaping, and environmental stewardship.

Riverside County Regional Park and Open-Space District ("District") applied for and has subsequently been awarded \$327,444 in grant funds for the Beautifying Riverside: Change that Works project which is a community enhancement initiative that improves public right-of-way while creating meaningful employment opportunities for justice-impacted residents. The project will focus on litter abatement, illegal dumping cleanup, and general beautification services across targeted areas within public parks and open-spaces owned or managed by the District that include public right-of-ways contributing to cleaner, safer, and more vibrant neighborhoods. The District recommends that the Board accept the grant awarded and executes the Restricted Grant Agreement.

The District will partner with the Center for Employment Opportunities, Inc (CEO) to implement the grant. CEO is, a national nonprofit with nearly 30 years of experience providing employment services to people returning from incarceration, to integrate workforce development with community improvement. CEO's evidence-based program model offers participants immediate paid transitional employment, daily on-the-job coaching, job readiness training, and one year of post-placement retention support.

Under this partnership, the District will deploy a dedicated crew of 7 crew members and 1 supervisor/driver who will work an average of 24 hours per week over a 12-month period. Participants will earn daily pay while receiving individualized coaching and mentorship from CEO Site Supervisors. Together, crews will remove an estimated 200 to 500 pounds of debris per day and maintain or beautify targeted locations within 5508.20 acres of public spaces across Riverside County during the grant term.

Beyond the visible community impact, the partnership between CEO and the District will strengthen local workforce readiness by providing structured on-the-job training that builds both technical and soft skills. Participants will meet weekly with a designated Job Coach to set career goals, refine resumes, strengthen interview skills, and address barriers to long-term employment. Once ready, they will work alongside a Job Developer who will connect them to job opportunities and support their transition into sustained, full-time employment. CEO will also offer wraparound support such as case management, transportation assistance, and connections to public benefits to promote stability and success.

**Impact on Residents and Businesses**

This project will improve the safety, cleanliness, and aesthetic quality of public spaces in Riverside County while providing immediate income, job experience, and supportive services for justice-impacted residents.

Beyond the visible community impact, the partnership between CEO and the District will strengthen local workforce readiness.

**Additional Fiscal Information**

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

There is a match requirement associated with this project. Matching funds will be an in-kind contribution of participant supportive services, participant training costs, vocational staffing cost and occupancy of office cost by CEO in the amount of \$66,300. The total project cost is \$393,744 which will be 83% grant funded and 17% funded through the in-kind contribution by CEO.

**ATTACHMENTS:**

- Restricted Grant Agreement 08-CCEP-01
- Agreement with Center for Employment Opportunities, Inc.
- MAP Attachment A
- Schedule A

*Melissa Curtis*

Melissa Curtis, Deputy Director of Purchasing and Fleet

4/13/2026

*Douglas Ordóñez Jr.*

Douglas Ordóñez Jr.

4/23/2026

*Aaron Gettis*

Aaron Gettis, Chief Deputy County Counsel

4/16/2026

**AGREEMENT  
BETWEEN  
CENTER FOR EMPLOYMENT OPPORTUNITIES, INC.  
AND  
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT**

THIS AGREEMENT (the "Agreement") is entered into as of this [EFFECTIVE DATE] by and between Center for Employment Opportunities, Inc. ("CEO"), with its principal place of business at 50 Broadway, Suite 1604, New York, New York, 10004, and Riverside County Regional Park and Open-Space District (also referred to herein as "Counterparty"), with principal offices located at 4600 Crestmore Road, Jurupa Valley, CA 92509

WHEREAS, CEO is a New York nonprofit corporation, with a mission to provide immediate, effective, and comprehensive employment services to persons who have recently returned home from incarceration through structured, tightly supervised programs that help such participants to regain the skills and confidence needed for successful transitions to unsubsidized, stable employment;

WHEREAS, one program supervised and provided by CEO is that of providing transitional work crews to perform work for and services to other parties; and

WHEREAS, the Counterparty is in need of transitional work crews to perform the services outlined below;

NOW, THEREFORE, CEO and Counterparty hereby enter into this AGREEMENT under the following terms and conditions:

- A. TERM:** The term of this Agreement shall be no earlier than on April 15, 2026, following the Counterparty's receipt of written approval and the Notice to Proceed letter from CALTRANS ("Commencement Date") and end twelve (12) months thereafter ("Termination Date"), subject to the additional termination provisions below, unless extended or renewed by mutual written agreement.
- B. CEO's RESPONSIBILITIES:** Subject to the terms of this Agreement, CEO shall:
1. Provide the services set forth in the Scope of Services, attached in Exhibit A ("CEO Services").
  2. Except as otherwise provided herein, CEO shall have sole responsibility for staffing all work crews and projects, including but not limited with respect to the number of crew members and which individuals are selected to work on any particular day.
  3. CEO shall submit a closeout package no later than six (6) months after the Termination Date
- C. COUNTERPARTY'S RESPONSIBILITIES:** Subject to the terms of this Agreement, Counterparty shall provide the services set forth in the Scope of Services, attached in Exhibit B ("Counterparty Services").
- D. PAYMENT TERMS:**
1. For the term of this Agreement, Counterparty shall pay CEO an amount in accordance with Exhibit C.

2. CEO shall invoice by or on the 20<sup>th</sup> of the month.
3. Counterparty shall pay CEO within ten (10) days of the date of the invoice.
4. Should there be disagreement about any invoice, the parties shall work together in good faith to come to a resolution within five (5) business days.
5. The Counterparty's obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of Counterparty funding from which payment can be made. In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. No legal liability on the part of the Counterparty shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, Counterparty shall immediately notify CEO in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

**E. TERMINATION:** The obligations and liabilities of CEO and Counterparty under this Agreement may be terminated as follows: (i) either party may terminate this Agreement in the event of a material breach of this Agreement if such breach is not cured within 30 calendar days after the breaching party receives written notice of such breach ("Cure Period"); (ii) CEO may unilaterally terminate this Agreement upon thirty (30) calendar days' written notice to Counterparty; (iii) Counterparty may unilaterally terminate this Agreement for convenience upon providing at least thirty (30) calendar days' notice to CEO; and (iv) this Agreement shall terminate immediately upon the mutual written agreement of both parties to such termination. The balance of any invoiced fees accrued through the date of termination shall be paid by Counterparty to CEO within thirty (30) days of receipt of the final invoice. Such rights to terminate shall not be exclusive of any other rights or remedies that may be available to either party. All notices of breach and cure must be sent to the addresses for the parties as set forth herein.

**F. DESIGNATION OF PROGRAM CONTACTS:** CEO and Counterparty hereby each designate an individual or individuals within their respective organization to act as Program Liaisons to coordinate the implementation of the commitments made under this Agreement.

For CEO, the Program Liaison is Tenise Colon and/or their designee(s).

For Counterparty, the Program Liaison will be Lindsey Drake and/or their designee(s).

These Program Liaisons will endeavor to contact each other promptly in the event any issue arises during the implementation of these commitments.

**G. NOTICES:** Notices and other communications hereunder will be in writing and will be delivered personally or sent by next business day, first class mail, certified mail, or registered mail, and by electronic mail, as follows:

If to Counterparty: Riverside County Regional Park and Open-Space District  
Attn: Lindsey Drake, Contracts and Grants Analyst  
4600 Crestmore Road  
Jurupa Valley, CA 92509  
Email: [LDrake@rivco.org](mailto:LDrake@rivco.org)

If to CEO: Center for Employment Opportunities, Inc.  
Attn: Sam Schaeffer, CEO/ED  
50 Broadway, Suite 1604  
New York, NY 10004  
Email: [sschaeffer@ceoworks.org](mailto:sschaeffer@ceoworks.org)

Copy to: Yuri Okumura, Chief Legal Officer  
[yokumura@ceoworks.org](mailto:yokumura@ceoworks.org)

**H. CONFIDENTIALITY:** The parties acknowledge that over the course of this Agreement that the Counterparty may be provided with, and have access to: confidential, non-public and/or proprietary information of CEO which concerns its business, services, operations, ideas or plans; information regarding CEO's computer, data and telephone systems, networks and protocols, business processes, business plans, techniques, data of any kind; information regarding CEO employees' skills and/or abilities; any information relating to CEO business partners and affiliates; names and contact information of key persons within organizations that partner or otherwise work with CEO; names and contact information of key personnel in private and public funding organizations that provide funds, grants, or other types of donations to CEO; participant data; participant lists; financial statements and information; sales data; performance data; proprietary business information of any sort; research or development projects or results; grant and funding information (including but not limited to contact lists); cost and pricing information; and other information relating to the business that is not known to the general public that is or has been conveyed to Counterparty by any format or means including, but not limited to, written, typed, magnetic, electronically or orally transmitted (the "Confidential Information"). Counterparty agrees to keep confidential and not to disclose any such Confidential Information provided pursuant to this Agreement absent prior written consent from CEO to make such disclosure, provided, however, that Confidential Information may be disclosed to the extent required by law, legal process or governmental authority. This restriction shall not apply if the Confidential Information: (a) was known by the party prior to receipt from the other party; (b) was generally available to the public; or (c) was lawfully acquired from third parties who have a right to disclose such information.

CEO shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: Counterparty information or data which is not subject to public disclosure; Counterparty operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

CEO shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. CEO shall not use such information for any purpose other than carrying out the CEO's obligations under this Agreement. CEO shall promptly transmit to the Counterparty all third party requests for disclosure of such information. CEO shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the Counterparty, any such information to anyone other than the Counterparty. For

purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

- I. CEO PROPERTY:** Counterparty specifically covenants and agrees to immediately deliver to CEO any and all CEO property which Counterparty may possess or have within Counterparty's control upon termination of this Agreement or upon request.
- J. INDEPENDENT CONTRACTOR STATUS:** The parties hereby agree that neither party's subcontractors, employees, or agents shall be deemed to be employees or agents of the other party, it being understood that each party shall be solely responsible for withholding or payment of all federal, state and local personal income taxes, social security taxes, unemployment and disability insurance, and all other payroll taxes and obligations with respect to such party's respective employees and agents.
- K. INDEMNIFICATION:** Each party shall indemnify and hold harmless the other, their respective directors, officers, Board, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of the Indemnifying Party, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. The Indemnifying Party shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services. Each party shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the other; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the Indemnifying Party's indemnification to Indemnitees as set forth herein. Each party's obligation hereunder shall be satisfied when the Indemnifying Party has provided to Indemnitees the appropriate form of dismissal relieving the Indemnitees from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CEO's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.
- L. INSURANCE:** Without limiting or diminishing CEO's obligation to indemnify or hold the Counterparty harmless, CEO shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the Counterparty herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.
  - a. **Workers' Compensation:**  
If CEO has employees as defined by the State of California, CEO shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

b. Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CEO's performance of its obligations hereunder. Policy shall name the Counterparty as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

c. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CEO shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the Counterparty as Additional Insureds.

General Insurance Provisions - All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the Counterparty Risk Manager. If the Counterparty's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2. CEO must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the Counterparty Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the Counterparty, and at the election of the Counterparty's Risk Manager, CEO's carriers shall either: 1) reduce or eliminate such self-insured retention as respects this Agreement with the Counterparty, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
3. CEO shall cause CEO's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the Counterparty Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CEO shall not commence operations until the Counterparty has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4. It is understood and agreed to by the parties hereto that CEO's insurance shall be construed as primary insurance, and the Counterparty's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
5. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the Counterparty reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the Counterparty Risk Manager's reasonable judgment, the amount or type of insurance carried by CEO has become inadequate.
6. CEO shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
7. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the Counterparty.
8. CEO agrees to notify Counterparty of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

**M. NON-SOLICITATION:**

- a. During the term of this Agreement and for a period of six months after any termination hereof, other than with respect to program participants, Counterparty will not, directly or indirectly: (i) induce or attempt to induce any CEO employee to leave the employ of CEO; (ii) in any way interfere with the relationships between CEO and any such employee; or (iii) employ or otherwise engage as an employee, independent contractor or otherwise any such employee. Notwithstanding the foregoing, CEO's mission is to assist program participants to gain permanent unsubsidized employment. Accordingly, the terms of this non-solicitation provision do not apply to such participants. In the event that Counterparty desires to employ a program participant, Counterparty agrees to notify the CEO Program Liaison referenced herein prior to approaching participant. CEO agrees to facilitate any such employment transition.
- b. Prior to engaging a CEO participant for hire, the Counterparty is strongly advised to contact CEO to obtain an update as to whether the participant has completed CEO's Program (the "Program"), which is intended to ensure that CEO has helped remove barriers to employment to increase the likelihood of success. Nothing herein shall restrict Counterparty from hiring a participant or impede a participant's ability to apply or accept a position, even if they have not completed the Program.

**N. ASSIGNMENT/MODIFICATION:** The obligations or rights under this Agreement may not be assigned, subcontracted, or transferred without prior written consent of an authorized representative of the other party. Any modifications to this Agreement must be mutually agreed upon by the parties.

**O. SEVERABILITY:** If one or more provisions of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) of the Agreement; provided, however, that the parties shall attempt in good faith to reform the Agreement in a manner consistent with the intent of any such ineffective provision of the purpose of carrying out such intent. In addition, the parties agree that a court of competent jurisdiction is expressly authorized to modify any such unenforceable provision, instead of severing it in its entirety, in order to carry out the intention and agreement of the parties

as embodied herein. If any provision is held void, invalid, or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

- P. **FAXED/ELECTRONIC SIGNATURES:** The Agreement may be signed in two or more counterparts, all of which, when taken together, shall be deemed one instrument. Faxed, emailed, photocopied, e-signed, and scanned signatures will be considered valid as originals.
- Q. **CONSTRUCTION:** The captions and headings in the Agreement shall not affect its meaning. Such captions and headings are provided for convenience only. The parties agree that no provision of this Agreement shall be construed in favor of, or against, any of the parties hereto because any such party drafted the Agreement or caused it to be drafted, or because any such provision is inconsistent with any prior draft.
- R. **WAIVER:** If either party waives any breach of any provision of this Agreement, such party shall not thereby be deemed to have waived any preceding or succeeding breach of the same provision or of any other provision of this Agreement.
- S. **DISPUTES:** The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by mediation. The CEO shall proceed diligently with the performance of this Agreement pending the resolution of a dispute. Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.
- T. **NON\_DISCRIMINATION:** CEO shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and all other applicable laws or regulations.
- U. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of California except where the Federal supremacy clause requires otherwise. The parties agree that any dispute, controversy, or claim, arising out of, or relating to, the Agreement, shall be brought only in the federal and state courts located in the State of California, and hereby waive to the fullest extent permitted by applicable law any objection to the maintenance of any action or proceeding in any such court.
- V. **ENTIRE AGREEMENT:** This Agreement, along with any attachments, constitute(s) the entire understanding between the parties and there are no other agreements or understandings between the parties relating to the subject matter hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties affirm they understand and agree to the terms herein described by executing this Agreement as of the date(s) written below.

**CENTER FOR EMPLOYMENT OPPORTUNITIES, INC.**


By   
\_\_\_\_\_  
Sam Schaeffer (Apr 21, 2026 10:49:53 PDT)

**Name:** Sam Schaeffer  
**Title:** CEO  
**Date:** 04/21/2026

**RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT**

By   
\_\_\_\_\_

**Name:** JOSE MEDINA CHAIR, BOARD OF DIRECTORS  
**Title:** JOSE MEDINA CHAIR, BOARD OF DIRECTORS  
**Date:** APR 28 2026

FORM APPROVED COUNTY COUNSEL  
BY   
~~KRISTINE BELL-VALDEZ~~ ~~DATE~~

ATTEST:  
KIMBERLY ALFREDOR, Clerk  
By   
\_\_\_\_\_  
DEPUTY

**EXHIBIT A**  
**CEO SERVICES**

During the term of this Agreement, CEO agrees to:

1. Perform the following Scope of Work services within public parks and open-spaces owned or managed by Counterparty that include public right-of-ways (see MAP Attachment A)
  - litter abatement
  - illegal dumping cleanup
  - general beautification services

CEO reserves the right and sole discretion to decline to perform services at a designated site if such site contains potentially hazardous materials, including but not limited to biohazardous materials, an active or recently active homeless encampment, and/or if any persons impacted by homelessness are near the site.

In the course of providing the services, CEO crew members may happen upon the personal property of homeless individuals. CEO reserves the right to not disturb perceived personal property and will notify Counterparty of said property.

2. Perform all outreach, recruitment, and enrollment for program participants.
3. CEO has the exclusive right to terminate or suspend participants who fail to adhere to CEO's employment program policies.
4. Receive work assignments from Counterparty and communicate with such personnel about the work to be performed prior to performance and about the progress of the work during performance.
5. Comply with any and all requests from Counterparty to remove an individual from a work crew. In connection with such requests, designated program liaisons will meet to discuss surrounding circumstance of removal and future status of the individual on the CEO work crew at Counterparty work site.
6. Screen all program participants for their employment eligibility and fitness to work and provide compensation directly from CEO in accordance with applicable minimum wage laws.
7. Provide work crew(s) consisting of:

1 crew supervisor, and up to 7 crew members, for 8 hours a day, 3 days per week with an average of 24 hours per week, excluding holidays, to perform services and assignments agreed upon between CEO and Counterparty.

8. Provide CEO participants transportation to and from work sites at the beginning and end of every workday.
9. Provide basic safety equipment including vests, steel-toed work boots, safety goggles and other items for crew members.
10. Supervise the work of any CEO work crew during working hours.

The parties shall mutually agree in good faith to a timetable for completion of any services.

## **EXHIBIT B**

### **COUNTERPARTY SERVICES**

Counterparty shall provide the services below:

1. Counterparty agrees to provide regular feedback and communication to CEO, which shall be at least monthly.
2. Counterparty shall timely notify CEO of any issues that occur involving CEO crews at the work site
3. Counterparty shall provide all equipment needed by CEO to perform CEO services, other than basic safety equipment (e.g. boots, gloves, goggles, vests) that CEO already provides.
4. Counterparty staff will monitor hotspots, prioritize cleanup zones, and communicate any emerging issues promptly to CEO's social enterprise leadership team who will immediately pivot and create workarounds for any arising challenges.

## **EXHIBIT C**

### **PAYMENT SCHEDULE & BUDGET**

The monthly amount to be paid under this Agreement will be based on a daily rate mutually agreed upon by the parties.

This rate will be based on the total contract amount and the number of working days, which can be adjusted as needed during the contract term.

The estimated total contract amount of this Agreement is: \$284,671.00






# CEO edits 4.15 AGREEMENT BETWEEN CENTER FOR EMPLOYMENT OPPORTUNITIES, INC. AATF

Final Audit Report

2026-04-21

|                 |  |
|-----------------|--|
| Created:        | 2026-04-21                                   |
| By:             | Lindsey Drake (ldrake@rivco.org)             |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAeA5T0F2SSRT2Vw6LREcrdeKPJ7NwH_Eh |

## "CEO edits 4.15 AGREEMENT BETWEEN CENTER FOR EMPLOYMENT OPPORTUNITIES, INC. AATF" History

-  Document created by Lindsey Drake (ldrake@rivco.org)  
2026-04-21 - 5:19:13 PM GMT
-  Document emailed to Sam Schaeffer (sschaeffer@ceoworks.org) for signature  
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-  Email viewed by Sam Schaeffer (sschaeffer@ceoworks.org)  
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-  Document e-signed by Sam Schaeffer (sschaeffer@ceoworks.org)  
Signature Date: 2026-04-21 - 5:49:53 PM GMT - Time Source: server
-  Agreement completed.  
2026-04-21 - 5:49:53 PM GMT

**SCHEDULE A**

REGIONAL PARK AND OPEN-SPACE DISTRICT: Accept and Approve the Clean California Local Grant Award in the Amount of \$327,444; Ratify and Approve the Restricted Grant Agreement 08-CCEP-01 between the State of California acting by and through its Department of Transportation and Riverside County Regional Park and Open-Space District; Ratify and Approve the Agreement with Center for Employment Opportunities, Inc.; All Districts. [Total Cost \$327,444 – 100% Habitat/Open Space Mgt-Parks Fund 25430]

**FY25-26**

Increase Appropriations:

|       |        |        |                       |    |         |
|-------|--------|--------|-----------------------|----|---------|
| 25430 | 931170 | 525440 | Professional Services | \$ | 313,138 |
|-------|--------|--------|-----------------------|----|---------|

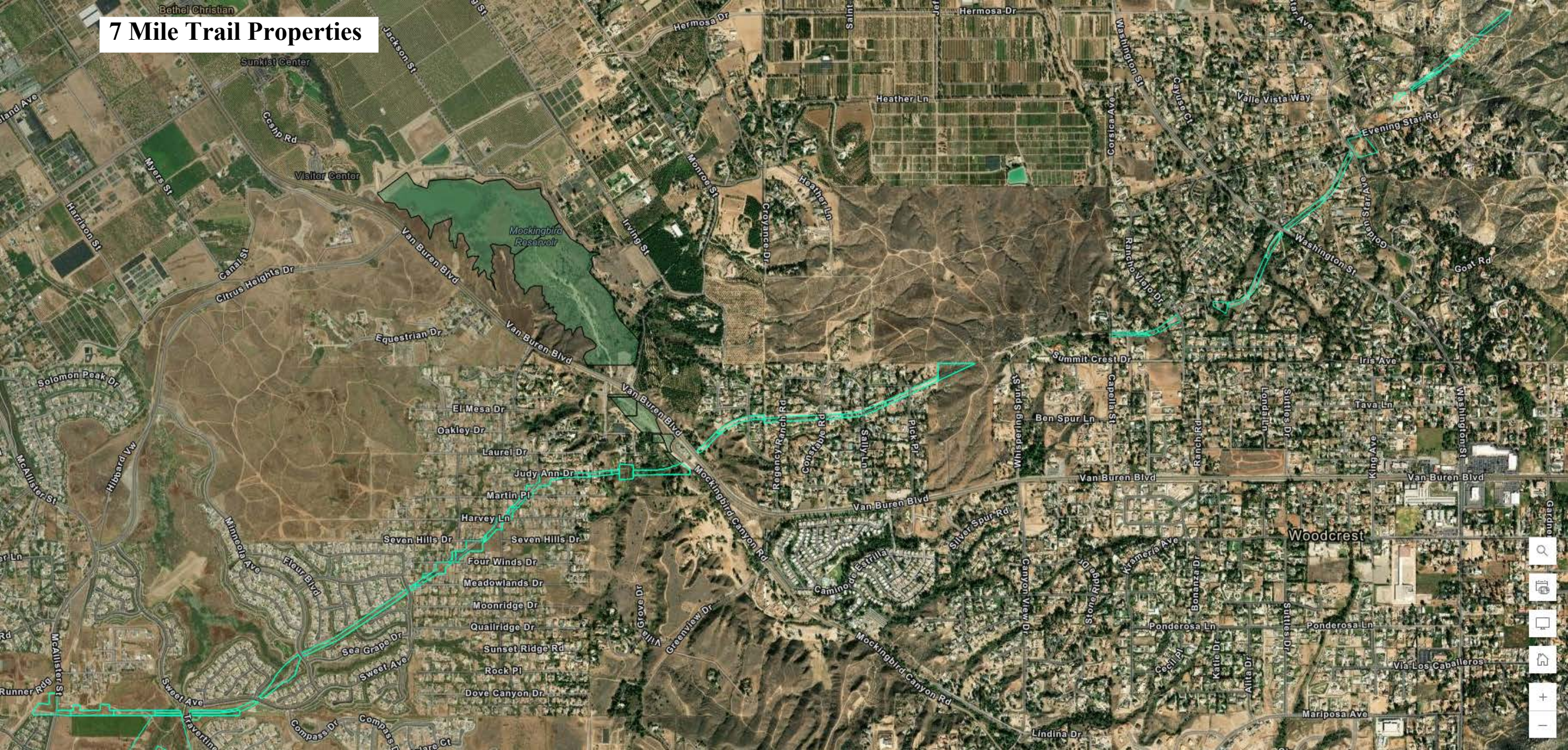
Increase Estimated Revenue:

|       |        |        |                        |    |         |
|-------|--------|--------|------------------------|----|---------|
| 25430 | 931170 | 751680 | CA-State Grant Revenue | \$ | 313,138 |
|-------|--------|--------|------------------------|----|---------|

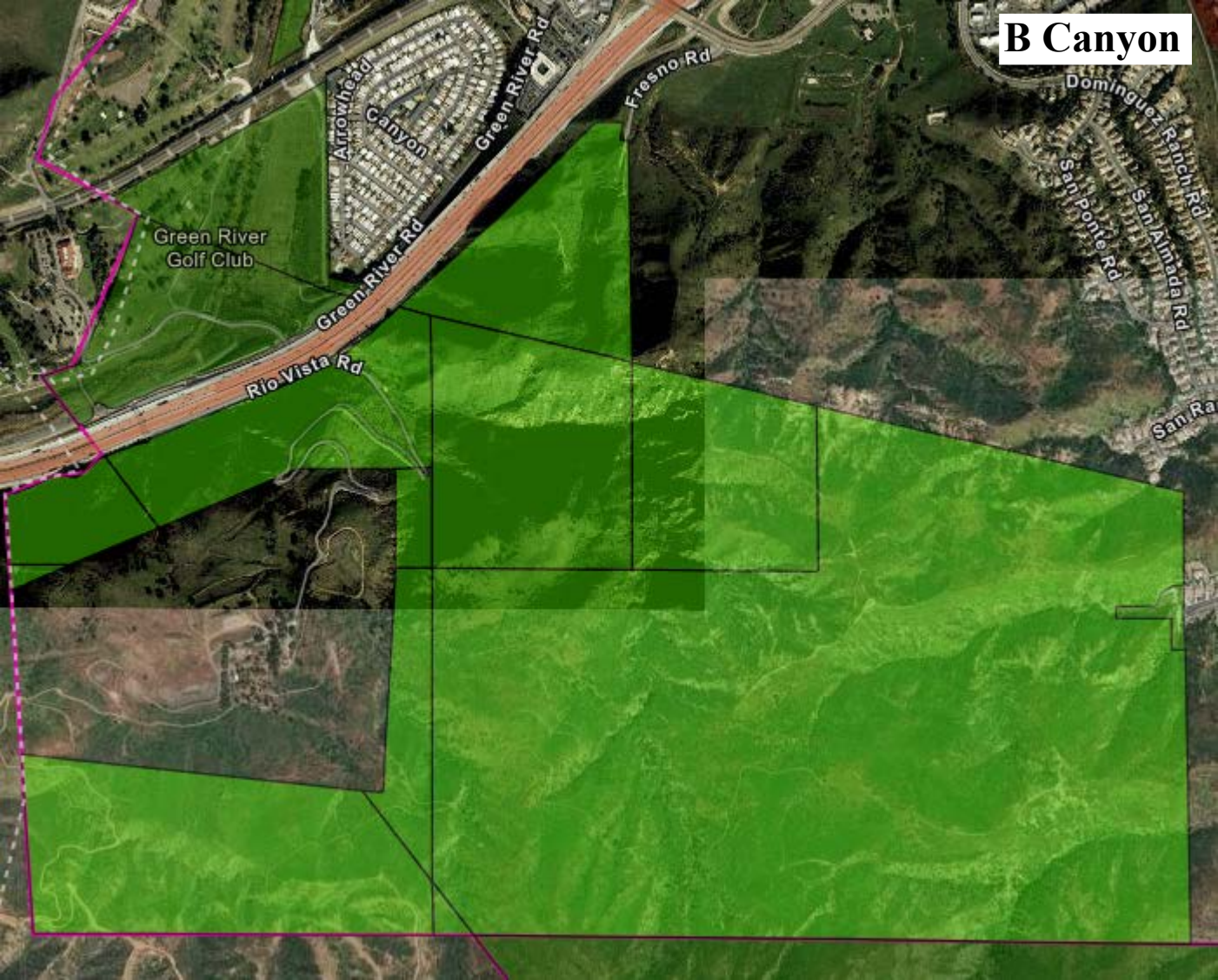
## MAP (Attachment A)

| <b>Location Name</b>                           | <b>City(ies)</b>                               | <b>Acres</b>   |
|--|--|----------------|
| 7 Mile Trail Properties                        | City of Riverside                              | (53.52 acres)  |
| B Canyon                                       | City of Corona                                 | (670 acres)    |
| Box Springs Mountain Reserve                   | Cities of Moreno Valley and Riverside          | (2500 acres)   |
| Calmat and Schmelling off of Jack Rabbit Trail | City of Moreno Valley                          | (9.5 acres)    |
| Harford Springs Reserve                        | City of Perris                                 | (523.32 acres) |
| Kabian Reserve                                 | City of Perris                                 | (640 acres)    |
| Lakeside (Lee Lake)                            | City of Corona                                 | (36.52 acres)  |
| RCTS Holding                                   | City of Menifee                                | (25 acres)     |
| Santa Ana River Bottom                         | Cities of Jurupa Valley, Riverside, and Colton | (972.69 acres) |
| SSR 153  | City of San Jacinto                            | (77.65 acres)  |

# 7 Mile Trail Properties



# B Canyon



Green River  
Golf Club

Arrowhead  
Canyon

Green River Rd

Fresno Rd

Rio Vista Rd

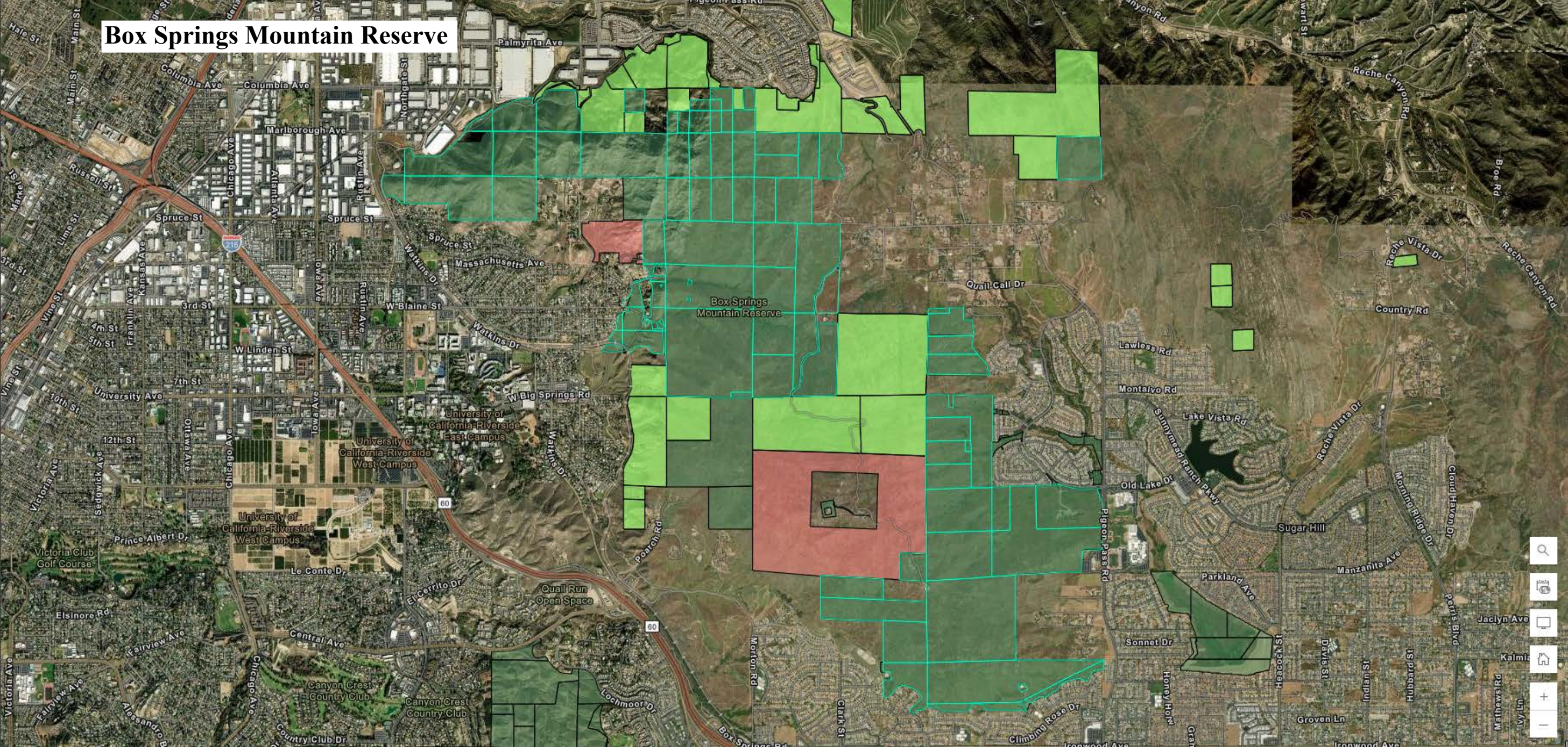
Dominguez Ranch Rd

San Alameda Rd

San Ponie Rd

San Ra

# Box Springs Mountain Reserve



Box Springs Mountain Reserve

University of California-Riverside East Campus

University of California-Riverside West Campus

Quail Run Open Space

Sugar Hill

Canyon Crest Country Club

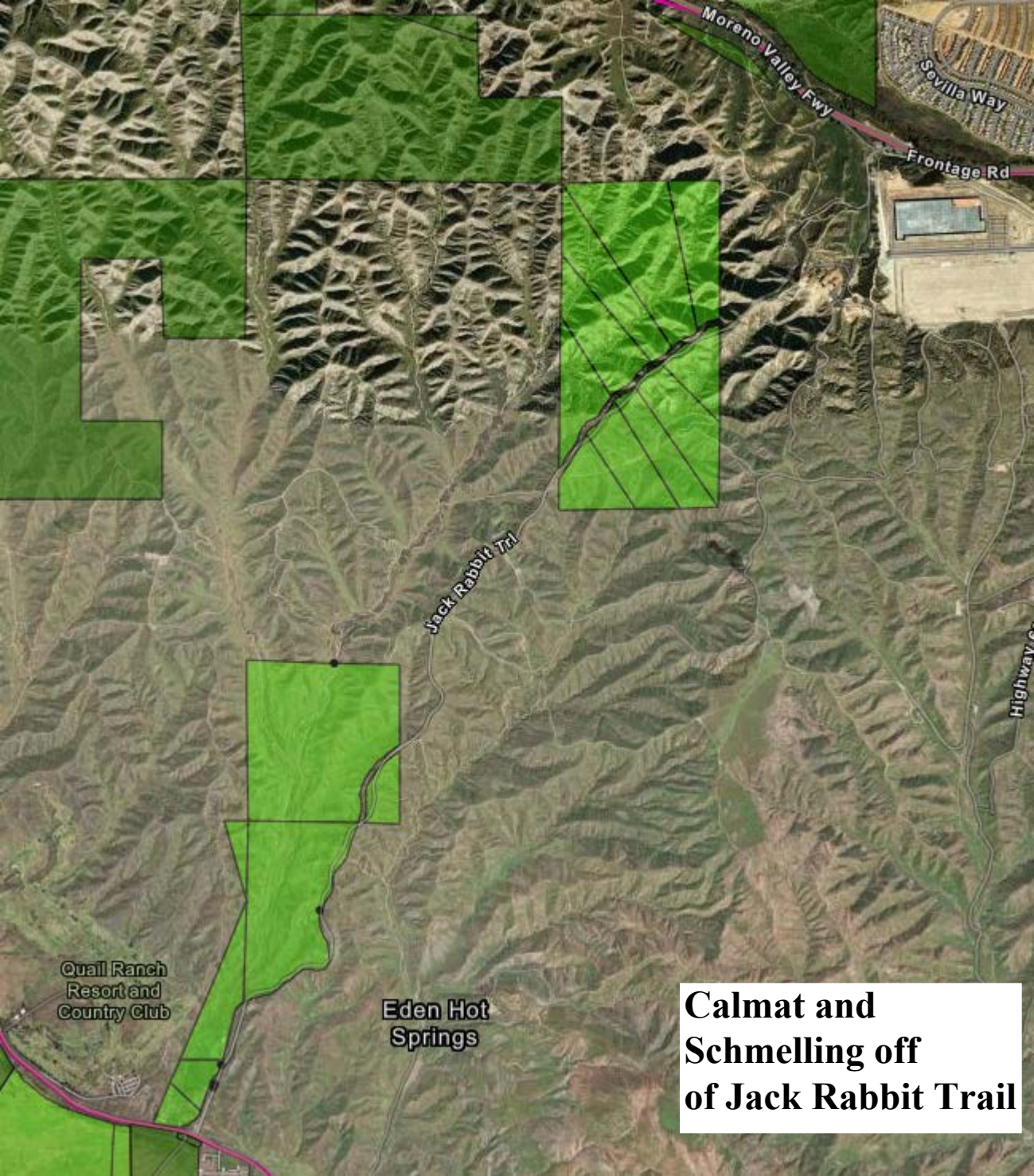
Canyon Crest Country Club

Jaclyn Ave

Kalmia

Mathews Rd

Livy Ln



**Calmat and  
Schmelling off  
of Jack Rabbit Trail**

**Quail Ranch  
Resort and  
Country Club**

**Eden Hot  
Springs**

**Jack Rabbit Trl**

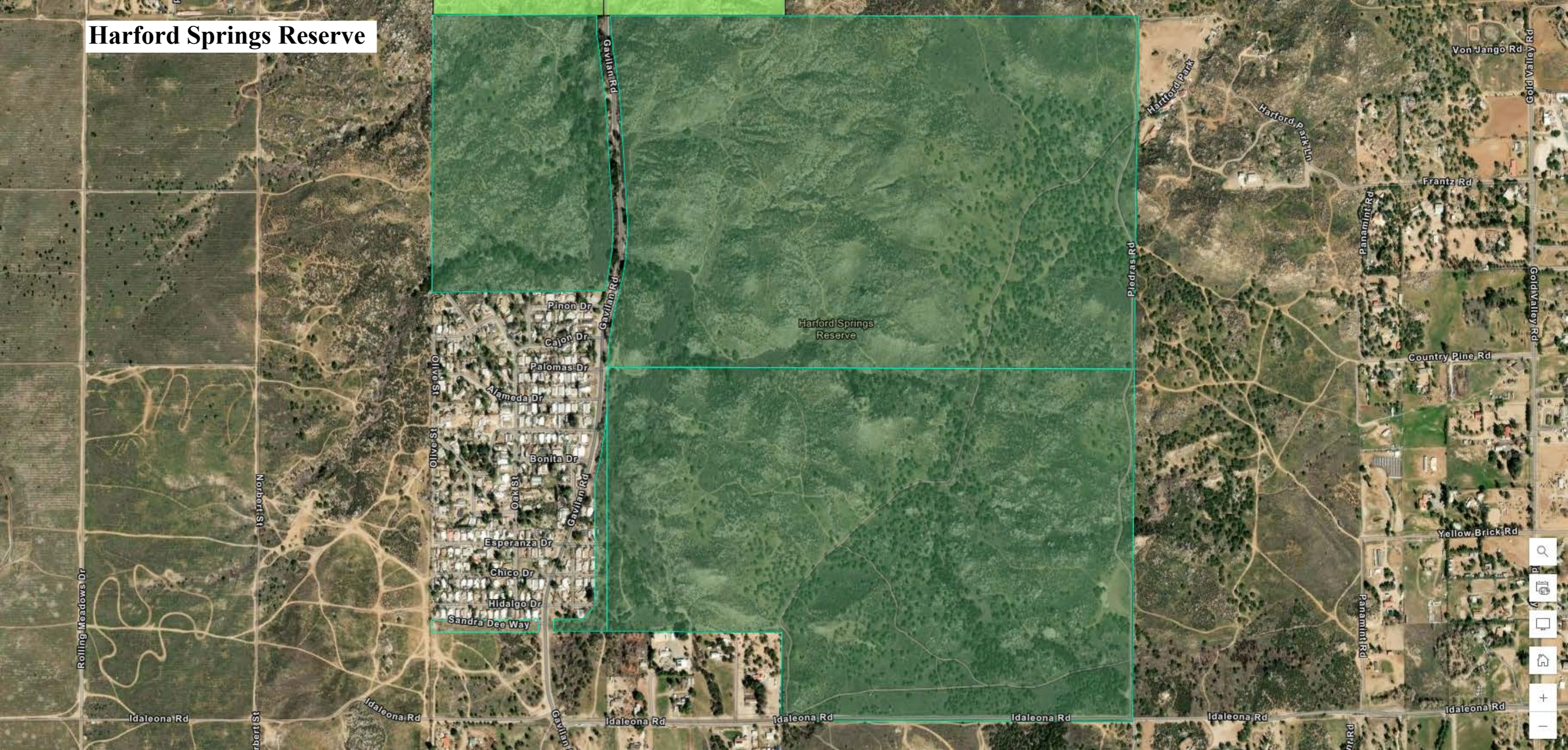
**Moreno Valley Fwy**

**Sevilla Way**

**Frontage Rd**

**Highway 6**

# Harford Springs Reserve



Rolling Meadows Dr

Norbert St

Olive St

Idaleona Rd

Gavilan Rd

Pinon Dr

Cajon Dr

Palomas Dr

Alameda Dr

Bonita Dr

Oak St

Esperanza Dr

Chico Dr

Hidalgo Dr

Sandra Dee Way

Idaleona Rd

Idaleona Rd

Idaleona Rd

Idaleona Rd

Idaleona Rd

Gavilan Rd

Piedras Rd

Harford Park

Harford Park Ln

Panamint Rd

Panamint Rd

Frantz Rd

Country Pine Rd

Yellow Brick Rd

Von Jango Rd

Gold Valley Rd

Gold Valley Rd

Search

Layers

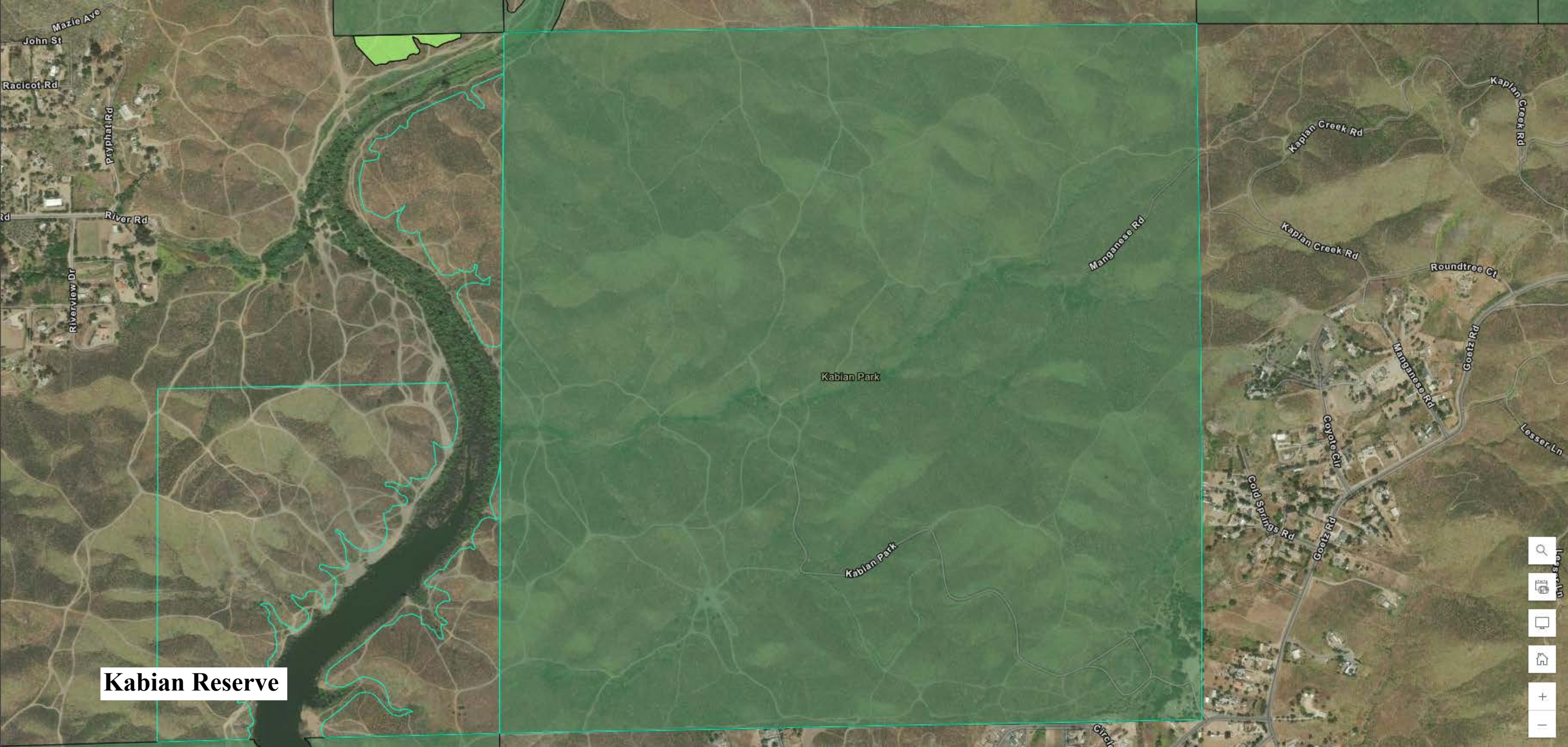
Home

Full Screen

Measure

+

-



Mazie Ave  
John St

Racicot Rd

Pyphat Rd

River Rd

Riverview Dr

**Kabian Reserve**

Kabian Park

Kabian Park

Manganese Rd

Kaplan Creek Rd

Kaplan Creek Rd

Roundtree Ct

Manganese Rd

Goetz Rd

Lesser Ln

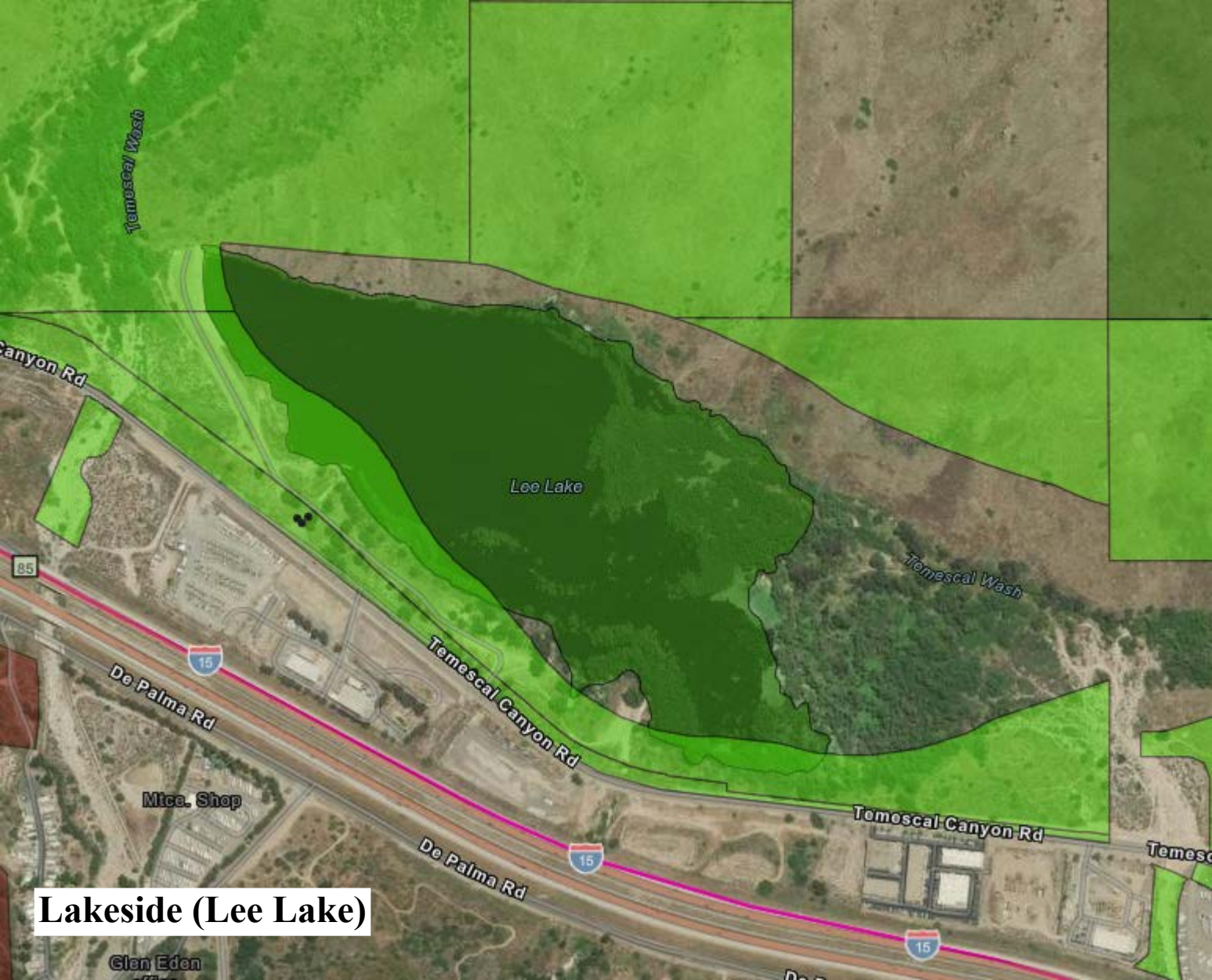
Cold Springs Rd

Coyote Cir

Goetz Rd

Kaplan Creek Rd





Temescal Wash

Canyon Rd

Lee Lake

Temescal Wash

85

15

De Palma Rd

Temescal Canyon Rd

Mica Shop

15

De Palma Rd

Temescal Canyon Rd

15

Lakeside (Lee Lake)

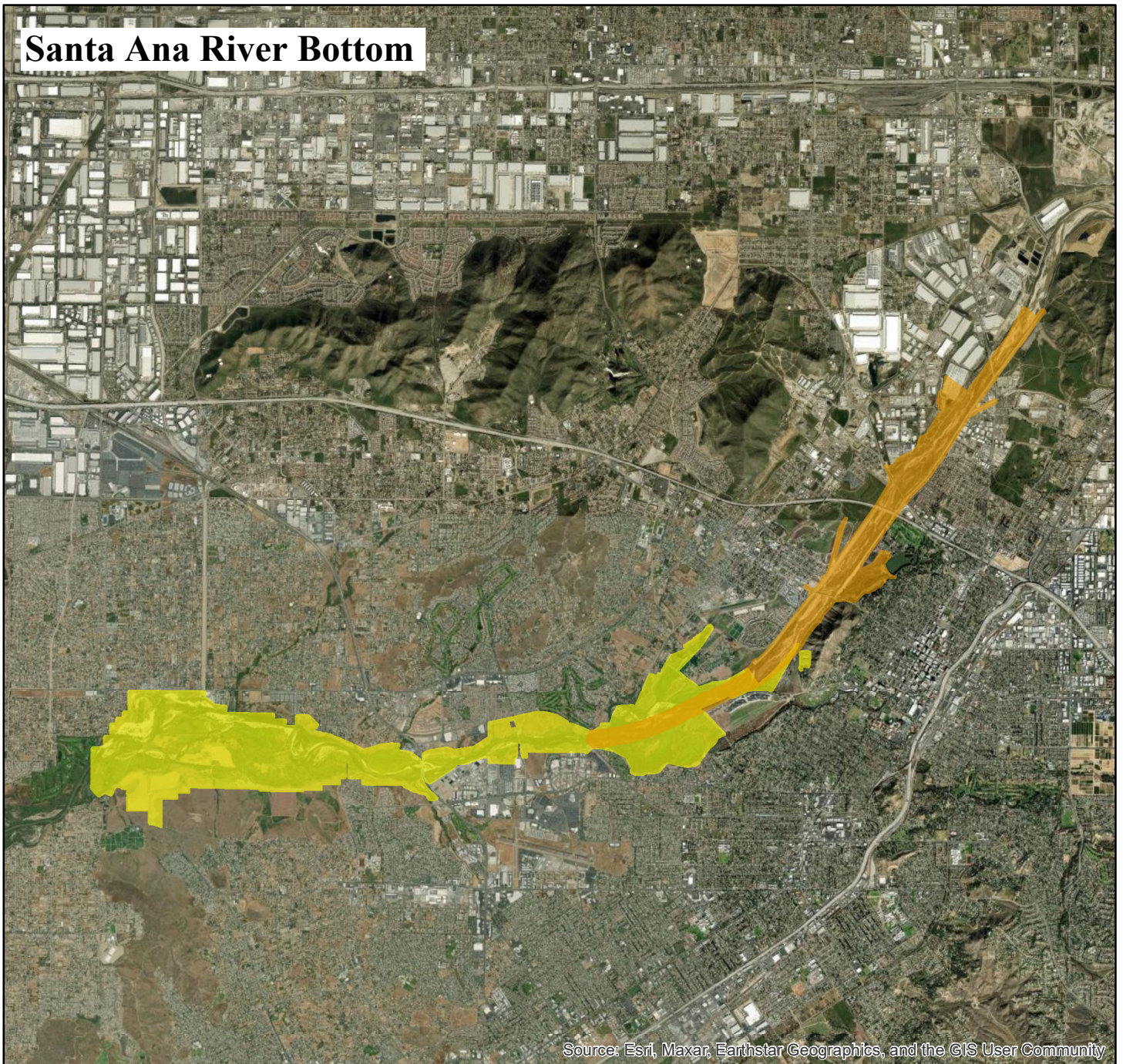
Glen Eden

Temesc



# RCTS Holding



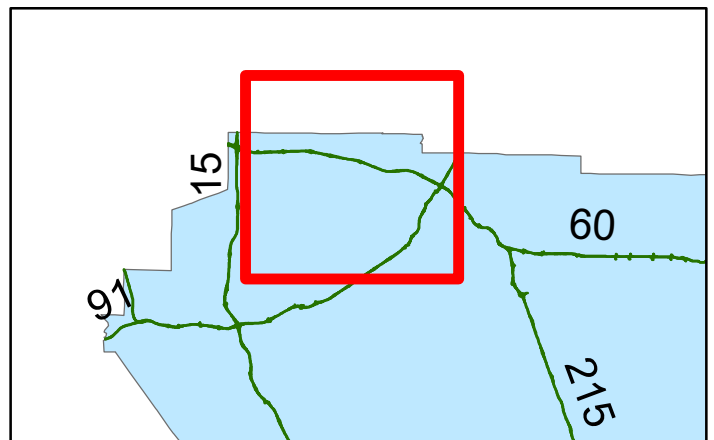
# Open-Space & SARB-Managed Lands



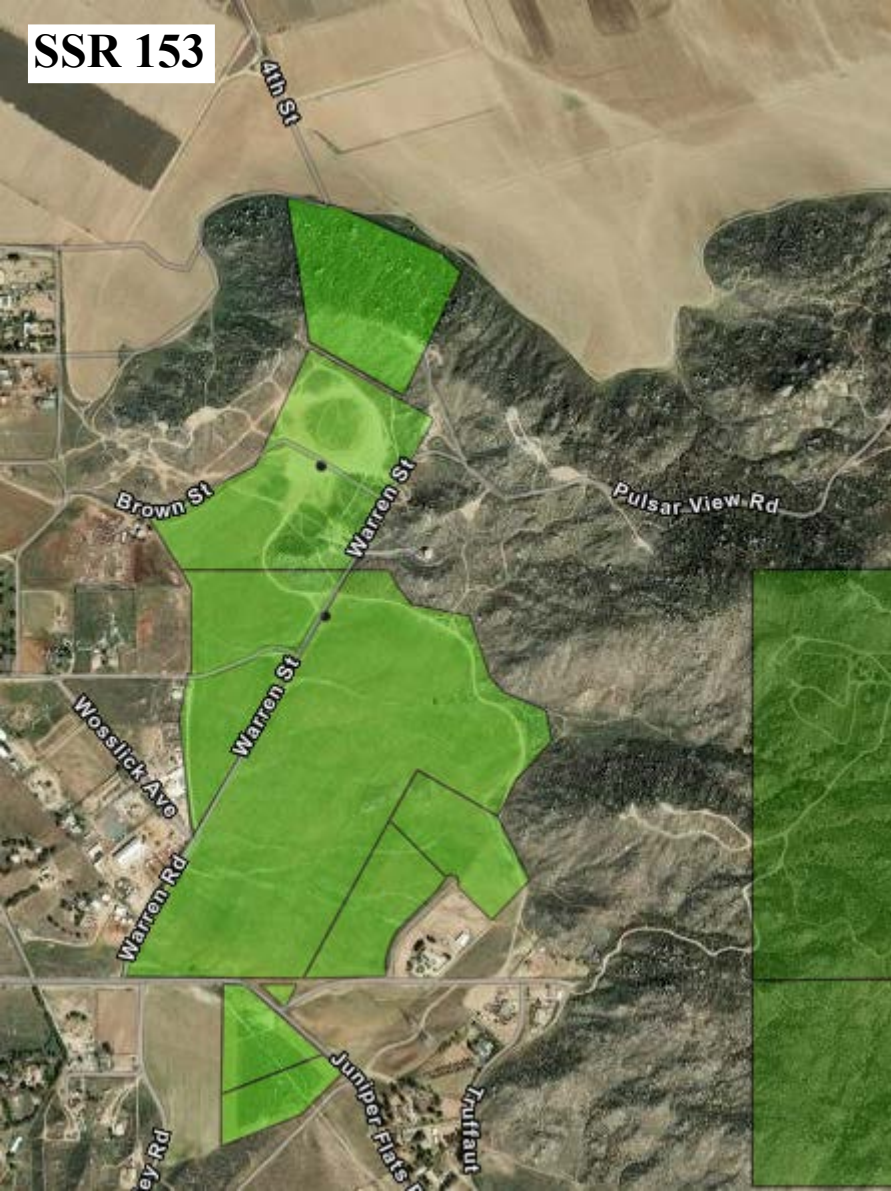
## Legend

-  SARB-Managed Lands
-  Open-Space-Managed Lands

0 0.5 1 2 3 4 Miles



**SSR 153**



**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 Riverside County Regional Park and Open-Space District, 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:**

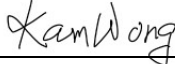
1. Under this RGA, **CALTRANS** will convey State grant restricted funds to **AGENCY**, pursuant to Budget Act Line Item 2660-130-0001, and **AGENCY** will use the funds to only conduct the scope of work identified in this agreement and authorized by Streets and Highway Code section 91.41. The funds 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 **Beautifying Riverside Change that Works**, 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)<br>Budget Item 2660-130-0001<br>State Program Code<br>20.30.010.900<br>FY 2025/26 | \$327,444        |
|                        | <b>Local Match/In-kind</b>  | \$66,300         |
|                        | <b>Total Project Costs</b>  | <b>\$393,744</b> |

**For Caltrans Use Only**

|  |   |           |                  |
|--|---|-----------|------------------|
| I hereby Certify upon my own personal knowledge that budgeted funds are available for encumbrance. |   |           |                  |
| Kam Wong   |  | 3/24/2026 | \$327,444.00     |
| 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 Lindsey Drake, (951) 955-2968.
- b. **CALTRANS'** District Partnership Liaison is Brandy Ybarra, (909) 925-7529 "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:

Riverside County Regional Park and Open-Space District  
 Attention: Lindsey Drake, Contracts and Grants Analyst  
 Phone Number: (951) 955-2968  
 Email:ldrake@rivco.org  
 4600 Crestmore Road  
 Jurupa Valley, California 92509

**California Department of Transportation, District Partnership Liaison**  
 (District 8/Clean California)  
 Attention: Brandy Ybarra, Clean CA Grant Coordinator  
 Phone Number: (909) 925-7529

Email: Brandy.Ybarra@dot.ca.gov  
464 West 4<sup>th</sup> Street  
San Bernardino, California 92401

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 **\$327,444**.
- 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-j-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 (N/A)

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

**AGENCY NAME**

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By:

---

Printed Name:

---

Title:

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Date:

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**CALTRANS DISTRICT PARTNERSHIP LIAISON  
CLEAN CALIFORNIA PROGRAM**

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By:

Brandy Ybarra

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Printed Name:

Clean CA Grant Coordinator

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Title:

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Date:

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**CALIFORNIA DEPARTMENT OF TRANSPORTATION  
CLEAN CALIFORNIA PROGRAM**

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By:

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Printed Name:

Walter Yu

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Title:

Clean California Program Director

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Date:

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