

**CITY OF PALM DESERT  
PROFESSIONAL SERVICES AGREEMENT**

**1. Parties and Date.** This Agreement is made and entered into this **11th** day of **January, 2024**, by and between the City of Palm Desert, a municipal corporation organized under the laws of the State of California with its principal place of business at 73-510 Fred Waring Drive, Palm Desert, California 92260-2578 ("City") and **ALTA PLANNING + DESIGN, INC., a Corporation**, with its principal place of business at **4750 J STREET, UNIT 1905 SACRAMENTO, CA 95819** ("Vendor"). The City and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

**2. Recitals.**

**2.1 Project.**

The City is a public agency of the State of California and is in need of professional services for the following project:

**Palm Desert Vision Zero Strategy**  
(hereinafter referred to as "the Project").

**2.2 Consultant.**

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant is duly licensed and has the necessary qualifications to provide such services.

**3. Terms.**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, Consultant shall comply with all Federal requirements applicable to the Services as set forth in Exhibit "A-I" and attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

3.1.2 Term. The term of this Agreement shall be from January 11, 2024, to July 31, 2025, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

**3.2 Responsibilities of Consultant.**

3.2.1 Independent Contractor; Control and Payment of Subordinates.

The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers,

directors, employees, or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: **SAM CORBETT, PRINCIPAL IN CHARGE AND LES BROWN, PROJECT MANAGER.**

3.2.5 City's Representative. The City hereby designates **CHRIS GERRY, PROJECT MANAGER**, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the scope of services or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **SAM CORBETT, PRINCIPAL IN CHARGE**, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants, and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the

standards generally recognized as being employed by professionals in the same discipline in the State of California practicing in the same or similar locality, under the same or similar circumstances during the same period of time. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Period of Performance. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant will perform its duties as expeditiously as is consistent with professional care and skill and the orderly progress of the project Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.2.10 Laws and Regulations; Employee/Labor Certification. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations

in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.2.10.1 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement and shall not violate any such law at any time during the term of the Agreement.

3.2.10.2 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, physical disability, ancestry, sex, age, marital status, gender, gender identity, gender expression, sexual orientation, reproductive health decision making, veteran or military status, or any other consideration made unlawful by federal, state, or local laws. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.3 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.2.11 Insurance.

3.2.11.1 Minimum Requirements. Without limiting Consultant's indemnification of City, and prior to commencement of the Services, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form that is satisfactory to City.

(A) General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(B) Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident. The City's Risk Manger may modify this requirement if it is determined that Consultant will not be utilizing a vehicle in the performance of his/her duties under this Agreement.



(C) Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.

(D) Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, volunteers, and representatives.

(E) Umbrella or Excess Liability Insurance. Consultant may opt to utilize umbrella or excess liability insurance in meeting insurance requirements. In such circumstances, Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- (1) A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- (2) Pay on behalf of wording as opposed to reimbursement;
- (3) Concurrency of effective dates with primary policies; and
- (4) Policies shall "follow form" to the underlying primary policies.
- (5) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(F) Fidelity Coverage. [Reserved]

(G) Cyber Liability Insurance. Consultant shall procure and maintain Cyber Liability insurance with limits of \$1,000,000 per occurrence/loss, which shall include the following coverage:

- (1) Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination, or use of the confidential information.
- (2) Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.

- (3) Liability arising from the failure of technology products (software) required under the contract for Consultant to properly perform the services intended.
- (4) Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
- (5) Liability arising from the failure to render professional services

If coverage is maintained on a claims-made basis, Consultant shall maintain such coverage for an additional period of three (3) years following termination of the Agreement.

3.2.11.2 Other Provisions or Requirements.

(A) Proof of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(B) Duration of Coverage. Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, his/her agents, representatives, employees or subconsultants.

(C) Primary/Non-Contributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(D) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications, or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may terminate this Agreement.

(E) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(F) Waiver of Subrogation. All insurance coverage, except for professional liability, maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, volunteers, and representatives or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its elected or appointed officers, agents, officials, employees, volunteers and representatives and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(G) Enforcement of Contract Provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(H) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(I) Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(J) Additional Insured Status. General liability, automobile liability, and if applicable, pollution liability and cyber liability, policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, volunteers and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement, under such policies. This provision shall also apply to any excess/umbrella liability policies.

(K) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(L) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(M) Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the Project who is brought onto or involved in the Project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with

subconsultants, subcontractors, and others engaged in the Project will be submitted to City for review.

(N) City's Right to Revise Specifications. The City and the City's Risk Manager reserve the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation. If the City reduces the insurance requirements, the change shall go into effect immediately and require no advanced written notice.

(O) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(P) Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(Q) Additional Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.

3.2.12 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. Failure to comply with laws, regulations, and ordinances listed in this Section is a violation of federal and state law. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations, and policies of this Section.

### 3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **NINE HUNDRED FORTY-EIGHT THOUSAND NINE HUNDRED TWENTY DOLLARS (\$948,920.00)** without written approval of the City Council or City Manager, as applicable.

3.3.2 Payment of Compensation. Consultant shall submit to City monthly invoices which provide a detailed description of the Services and hours rendered by Consultant. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written

notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Consultant shall submit its final invoice to City within thirty (30) days from the last date of provided Services or termination of this Agreement and failure by the Consultant to submit a timely invoice may constitute a waiver of its right to final payment. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

### **3.4 Labor Code Requirements.**

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify, and hold the City, its officials, officers, employees, agents, volunteers and representatives, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of Services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify, and hold the City, its officials, officers, employees, agents, volunteers and representatives free and harmless from any claim or liability arising out of stop orders issued

by the DIR against Consultant or any subconsultant.

3.4.3 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

### **3.5 Accounting Records.**

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.6 General Provisions.**

#### **3.6.1 Termination of Agreement.**

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Early Termination. Notwithstanding any provision herein to the contrary, if for any fiscal year of this Agreement the City Council fails to appropriate or allocate funds for future payment under the Agreement after exercising reasonable efforts to do so, the City may upon seven (7) days' written notice, order work on the Project to cease. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation.

3.6.1.4 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Consultant:** ALTA PLANNING + DESIGN, INC.  
101 SW MAIN STREET, SUITE 2000  
PORTLAND, OR 97204  
ATTN: **CONTRACTS (CONTRACTS@ALTAGO.COM)**

**City:** City of Palm Desert  
73-510 Fred Waring Drive  
Palm Desert, CA 92260-2578  
ATTN: **CHRIS GERRY, PUBLIC WORKS**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.3 Ownership of Materials and Confidentiality.

3.6.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall become and remain the property of City, upon full payment to Consultant for Services rendered and accepted, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of seven (7) years following completion of the Project and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.6.3.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.6.3.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project

or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents, and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment, or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.6.3.4 Indemnification – Documents and Data. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers, agents and representatives free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.6.3.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.3.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend, and hold harmless the City, and its officers, directors, employees, agents, volunteers and representatives from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend, and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.



3.6.5 [Reserved]

3.6.6 Indemnification.

3.6.6.1 To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, agents, and representatives harmless from claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent caused by any negligent acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subconsultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, reasonable attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, volunteers, or representatives.

3.6.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.7 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements.

3.6.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.6.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.6.12 Assignment; Subcontracting. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.6.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, volunteers, and representatives except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.16 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.6.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN THE CITY OF PALM DESERT  
AND ALTA PLANNING + DESIGN, INC.**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

**CITY OF PALM DESERT**

**ALTA PLANNING + DESIGN, INC., A CORPORATION**

By: \_\_\_\_\_  
L. Todd Hileman  
City Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Chief Operating Officer

Printed Name:  
Steven Frieson

Attest:

By: \_\_\_\_\_  
Anthony J. Mejia  
City Clerk

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Assistant Corporate Secretary

Printed Name:  
Natalie Lozano

Approved as to form:

By: \_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

QC: \_\_\_\_\_

Insurance: \_\_\_\_\_

\_\_\_\_\_  
Initial Review

\_\_\_\_\_  
Final Approval

Contract No. \_\_\_\_\_

**EXHIBIT "A"**

**SCOPE OF SERVICES**

**(See Following Pages)**

Exhibit "A"

# Technical and Management Approach

## Strategy 1: Safe Routes to School Plan

The Palm Desert Safe Routes to School Plan (School Plan) will provide clear implementable recommendations to create safer, more comfortable walking and bicycling options for students, their families, and residents. Through authentic and robust stakeholder engagement combined with targeted analysis of relevant data, the School Plan will identify safety, infrastructure, and programmatic barriers to walking and bicycling to, from, and around school. The School Plan development process itself will provide opportunities to educate and encourage families at schools in Palm Desert and surrounding communities to walk and bike to school safely and often.

The City has demonstrated its commitment to active transportation through its Local Road Safety Plan, which highlighted the need to improve safe access to schools for walking and biking for the school commute. Palm Desert's further commitment to the health and safety of its students will be realized through the completion of the School Plan by identifying clear and actionable next steps to improve school routes and promote their use, including for those with mobility challenges.

The School Plan project includes 8 schools serving more than 7,000 students across one school district and three cities. The Alta team understands that working with school communities presents unique opportunities for deep and personal engagement into highly localized issues around neighborhood infrastructure and travel behavior. At the same time, we are sensitive to the value of participants' time and seek to structure a multi-layered outreach that gives stakeholders multiple channels for engagement throughout the process, and aligns with existing meetings and events as much as possible.

Based on our experience working on similar SRTS efforts and guided by the City of Palm Desert, neighboring cities, and Desert Sands Unified School District, Riverside County's Department of Public Health, and school and community stakeholders, Alta will create a School Plan that addresses the following objectives:

- Develop a School Plan that incorporates infrastructure and non-infrastructure recommendations.
- Engage with stakeholders to identify school community-supported SRTS projects that will result in improved safety, public health, and connectivity.
- Provide actionable recommendations geared toward grants and implementation.

The following describes the Alta team's anticipated scope of work for the School Plan. For all deliverables, we assume the City will circulate drafts to any potential additional reviewers and provide one round of consolidated and internally-consistent comments.



Alta supported Walking School Buses in Rialto, CA.

## Task 1.1 Existing Conditions

The Alta team will begin the work on the School Plan by conducting a project kickoff meeting followed by collection of a variety of data to inform the planning effort.

### Task 1.1.1 Project Management

Throughout the project, there will be ongoing coordination between Alta's Project Manager and City of Palm Desert staff including in-person, e-mail, and phone communication to keep staff up to date. In addition, we will conduct bi-weekly calls to review progress, schedule, budget, and next steps covering active tasks.

Alta will use the following communication and reporting approach:

- **Project Kickoff Meeting.** Alta will facilitate a virtual project kickoff meeting that will include:
  - » Introductions
  - » Review of project schedule to identify key tasks, milestones, critical path items, deliverables, and due dates
- **Regular Team Meetings.** Throughout the project, Alta will host virtual bi-weekly meetings to keep the project moving forward on schedule and budget.
- **Consolidated Comments.** Unless otherwise stated, Alta has assumed one round of City review of draft deliverables including consolidated and internally consistent comments to maintain efficiency and adhere to the project schedule.
- **Monthly Progress Reports.** We will produce monthly progress reports that summarize tasks completed, and outline tasks to be completed in the coming month.
- **Meeting Summaries and Action Items.** Alta will produce detailed meeting summaries covering the discussion items and will include a list of follow-up tasks and the responsible party for each task in a Status of Open Items format.

Budget for these activities have been distributed throughout the project commensurate with the anticipated level of administration, oversight, coordination, and reporting effort required for each task.

### Task 1.1.2 Plan Review

The Alta team, in collaboration with the City, will collect and review existing plans, policies, programs, and data. Existing plans will likely include, but not be limited to:

- General Plan
- Envision Palm Desert Strategic Plan
- Local Road Safety Plan
- SCAG's Connect SoCal

Findings will be included in an Existing Conditions Memo.

### Task 1.1.3 Data Collection

Alta will gather existing conditions and background data for each school, identify opportunities and constraints as well as standards by which recommended updates will be set to guide the preparation of the School Plan, and include existing land uses, current and projected housing and land use development, population characteristics, and travel projections.

Alta will prepare a data request memo identifying key data needs such as existing conditions information that includes existing and proposed facilities, current mode share, description of land use and destinations, existing bicycle parking, existing wayfinding and existing non-infrastructure programs. This memo will be shared with the City Project Manager and the City will supply available data and documents that are not publicly available or that the project team does not have from previous work in Palm Desert. The findings of the existing conditions and background data review will be compiled into an Existing Conditions Memo.

### Task 1.1.4 Traffic Counts

Alta team will collect traffic counts at up to three (3) locations near each school, including bicyclist and pedestrian counts conducted in three-hour blocks around school pick-up and drop-off times. The count information will be used to assess demand that can inform areas for improvement and prioritize potential projects. The findings of the traffic counts will be provided in the Existing Conditions Memo. Additionally, the count information will also be used to inform the Crossing Guard Analysis (further details provided in Task 1.5). If desired, Palm Desert can reserve some of the proposed counts to use later in the project to help inform conceptual design decisions.

### Task 1.1.5 Existing Conditions Maps and Memorandum

Alta has extensive experience preparing comprehensive base maps for SRTS projects that illustrate important information in a cohesive and clear manner. We will prepare a base map for each school to show the school location, physical conditions, and travel information such as enrollment boundaries, school bus routes, transit lines, improvement plans, and crossing guard locations. We will further compile all materials developed in other tasks into an Existing Conditions Memo.

#### Task 1.1 Deliverables

- Kickoff Meeting and Meeting Notes
- Monthly Progress Reports
- Bi-Weekly Team Meetings
- Data request memorandum
- Traffic counts around project schools
- Existing Conditions Memo, draft and final
- Base maps for project schools

### Task 1.2 Collisions and Gaps Analysis

#### Task 1.2.1 Collisions Analysis

Alta will conduct a bicycle and pedestrian collision analysis using the latest available 10-year SWITRS data. This analysis will be focused within a half-mile radius of each school and will include the total number of collisions by mode. We will document the top five intersections with the highest bicycle and pedestrian collisions and corresponding schools, and include the top five most common collision factor causes. Alta team will combine the collision data analysis performed through the 2016 Local Road Safety Plan with the most recent SWITRS data and supplemental data provided by City staff for each school (if available). The findings will be summarized and included in the Collisions and Gaps Analysis Memo.

### Task 1.2.2 Challenges, Needs, and Gaps Analysis and Memo

Alta will conduct an assessment of infrastructure gaps and needs. This assessment will quantify factors that impact walking and bicycling activity, locate network gaps as potential projects, and identify areas with specific characteristics, such as areas that have both significant active transportation gaps and a high demand for walking and bicycling. This analysis will consider both roadways and trails within the City. Alta will use data about existing multimodal infrastructure to develop an understanding of how well destinations and areas of demand are connected for people who want to walk and bike for both transportation and recreation. Our analysis will also consider how the City's networks connect regionally to destinations throughout the Coachella Valley.

Alta will apply the results of these analyses to identify:

- Gaps in existing bicycle networks, intersection crossing needs, and other conflict points;
- Gaps in pedestrian networks, such as sidewalk gaps;
- Crossing needs in areas of pedestrian activities or at crossings of streets and other public rights-of-way; and
- New trail opportunities along drainage channels, other infrastructure rights-of-way, or adjacent to public street right-of-ways.

Alta will produce maps, tables, and narrative that describe gaps and needs synthesizing this information into critical needs and gaps that can be addressed by the City. Information from the public outreach process will also be integrated into this process. Alta will compile the collision data and analysis into the Collisions and Gaps Analysis Memo. Building on the base maps created in Task 1.1, we will identify challenges, needs, and gaps in the bicycle and pedestrian networks. The findings will be summarized and included in the Collisions and Gaps Analysis Memo.

#### Task 1.2 Deliverables

- Collisions and Gaps Analysis Memo (Draft and Final)



## Task 1.3 Outreach and Engagement

### Task 1.3.1 Outreach and Engagement Plan

The Alta team brings our experience conducting outreach in Palm Desert and the surrounding communities and understands the importance of developing material and notices in English and Spanish. With that in mind Alta, with input from the City, will prepare a detailed Outreach and Engagement Plan that will include school and community engagement tools and events to be used throughout the development of the School Plan. The Outreach and Engagement Plan will consist of a strategy to fully engage underserved communities, including outreach in multiple languages and means to reach groups that may not participate in traditional planning events.

### Task 1.3.2 Website and Social Media

Alta is experienced in developing engaging content that supports the SRTS planning process. We will develop content for a School Plan project webpage on the City's website and social media platforms. The purpose of this content is to promote outreach and education materials, document workshops, promote parent surveys, workshops, walk audits, the Draft School Plan, and eventually the Final School Plan. The website will also allow stakeholders to submit feedback without attending meetings.

### Task 1.3.3 Student Data

Alta understands the importance of student and partner input into the planning process. Alta has created modified data collection forms for the standardized Student Travel Tally and Parent Survey questionnaires from the National Center for Safe Routes to School that streamline and simplify that data collection. With the closure of the National Center, Alta uses SurveyMonkey to collect this data, and has developed template data analysis spreadsheets that easily analyze the data on student travel modes and parent attitudes about walking and bicycling to school. Data collection will be conducted twice, once at the beginning of the School Plan project and once at the end. The team will summarize these findings into the Outreach and Engagement Memo.

### Task 1.3.4 SRTS Workshops

The Alta team will conduct up to four (4) virtual SRTS Workshops (or in-person if requested) for school staff, parents, law enforcement, fire department, and other stakeholders. The workshops will be based on the National SRTS Course from the National Center for Safe Routes to School, of which SRTS Specialist Kristin Haukom is a National Instructor. The workshops' purpose will be to introduce the School Plan project and educate on the 6 E's of SRTS (Engagement, Equity, Encouragement, Education, Engineering, and Evaluation). The COVID-19 pandemic has taught us that virtual meetings, broadcasted through various platforms, are the best way to engage with project stakeholders, including those who are typically unable to attend community events due to lack of transportation, childcare, work conflicts, or language barriers. All workshops will be conducted in English with Spanish interpretation available.

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*Alta excels at community outreach and engagement whether it is in-person at public events and open house workshops, or through online open houses, maps and surveys, and virtual stakeholder meetings. Our expertise with virtual engagement will see that participants feel connected to the project and each other while maintaining energy and focus on project needs.*

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Alta created a suite of outreach materials for the Pacific Electric Trail Expansion Feasibility Study that were used to engage with community stakeholders at a variety of events, including Rialto's Annual Bike Rodeo.



### Task 1.3.5 School Walk Audits

Alta will lead school and City staff, parents/caregivers, residents, and other interested stakeholders on a walking audit of each of the eight (8) School Plan project school sites during the morning arrival or afternoon dismissal period. The purpose of these walk audits is to observe conditions and behaviors and identify challenges or impediments that currently limit walking and biking. The walk audits will be an opportunity to verify existing conditions of facilities and will be supported by Spanish-speaking staff when appropriate. Alta will work with each school community to notice these walk audits through their normal communication channels (i.e., e-blasts, flyers, PeachJar, etc.).

In addition to the in-person walk audits, Alta will provide community members who are unable to participate in the walk audit with another way to provide input, such as through a web-based mapping tool where participants can “pin” locations and write the issues or concerns for the marked location. The findings from each walk audit, including stakeholder feedback and photos, will be incorporated into a Walk Audit Report.



*Alta has extensive experience leading walking audits. These audits allow us to closely observe pick-up and drop-off circulation patterns and gather first-person information about people's experiences walking and bicycling near school campuses. We will use this input to identify safety issues and countermeasures to address the problems.*

### Task 1.3.6 Pop-Up Workshops

Alta knows the importance of meeting people where they are at and will conduct “pop-up workshops” at up to three (3) public events, such as farmer’s markets, community fairs, or local parks, to provide information and solicit feedback from the community on the School Plan.

### Task 1.3.7 Outreach and Engagement Summary Memo

Alta will compile an Outreach and Engagement Summary Memo that will have a description of the outreach and engagement and stakeholder involvement in development of the plan, including outreach to defined underserved communities, number and location of meetings, number of attendees, interpretation services provided, and summary of feedback received. The Outreach and Engagement Summary Memo will be designed to allow components/feedback to be easily incorporated into future grant applications and be structured as a framework to be updated throughout the course of the project, incorporating input as engagement tasks are completed.

### Task 1.3 Deliverables

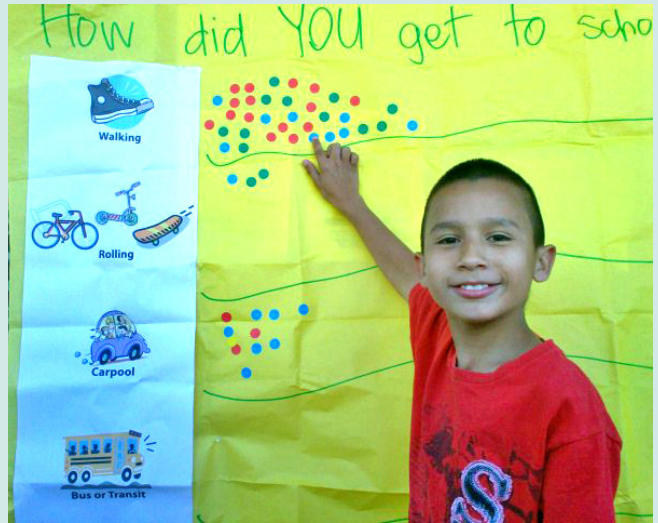
- Outreach and Engagement Plan
- Project website, survey, and Memo on Virtual Engagement
- PowerPoint presentation and photos
- Student Travel Tallies and Parent Surveys Analysis Memo
- Four (4) virtual SRTS Workshops
- Walk Audit Reports for project schools
- Photos, outreach materials
- “Pop-up workshops” at up to three (3) public events
- Outreach and Engagement Summary Memo, draft and final



## Alta's Stakeholder Engagement Approach

Our team of professionals are experts at listening to the public, conveying technical issues in a clear manner, offering distinct choices and options to the public, and explaining trade-offs. We use a variety of innovative techniques, ranging from online surveys, the use of photo-simulation, videotaped interviews, field reviews, GIS mapping, and interactive public workshops—led virtually or in-person. We make contact with the community early and build confidence by addressing specific issues with a documented approach. Our engagement approach will focus on the following objectives:

- **Leveraging relationships** and the team's existing community connections to engage the public.
- **Creating excitement** around the project through consistent and agile media engagement on both traditional and digital platforms.
- **Communicating in clear and simple language** that is accessible to all levels of English proficiency and easily translatable to other languages.
- **Prioritizing transportation equity** for vulnerable populations including the young or the elderly, those with physical disabilities, or with social constructs such as race, ethnicity, poverty, or people who speak different languages.
- **Keeping stakeholders informed** throughout the process and creating a feedback loop so they can clearly identify where and how their input was used.
- **Developing a vision** for Palm Desert that is founded in community input and transparent decision-making.
- **Setting the groundwork for implementation** by strengthening connections between the City of Palm Desert and Stakeholders.





## Task 1.4 Advisory Committee

Early stakeholder engagement in the School Plan development is crucial to building buy-in and hearing about concerns from the community. Therefore, Alta will facilitate convening a School Plan Advisory Committee within a few months of the project kick-off. Alta will be responsible for creating and disseminating agendas, outlining the role the committee will serve over the course of the project, and preparing presentations that will help committee members make decisions on key project outcomes, such as project prioritization. We will also use these meetings as opportunities to provide SRTS technical assistance related to quick and easily implementable SRTS strategies that will serve as “early wins.”

In collaboration with the City, Alta will compile a list of invitees to participate in a School Plan Advisory Committee. The list will likely include, but is not limited to:

- Indian Wells and La Quinta City staff
- Caltrans District 8 staff
- Riverside County Transportation Commission
- Riverside University Health System (Riverside County’s public health department)
- School and district staff
- Law enforcement
- Coachella Valley Association of Governments (CVAG)
- Community non-profits

Alta will prepare School Plan Advisory Committee meeting agendas and meeting notes. The School Plan Advisory Committee will meet a maximum of six times throughout the project. The School Plan Advisory Committee will advise the project team on potential project and programmatic recommendations that align with their goals.

The School Plan Advisory Committee will also provide input prior to major engagement activities and will review key project deliverables prior to posting to the public or decision-makers.

### Task 1.4 Deliverables

- School Plan Advisory Committee invite list
- School Plan Advisory Committee meetings, presentations, agendas, and notes for up to six (6) meetings

## Task 1.5 Crossing Guard Analysis

Alta understands the importance of school Crossing Guards to help students safely cross the street at key locations and remind drivers of the presence of pedestrians. Alta is a leader in Crossing Guard assessment, prioritization, and training. Our SRTS Specialist, Kristin Haukom, is the lead author of the *California School Crossing Guard Training Guidelines* from the California Department of Public Health (CDPH) and Caltrans. Kristin is also their lead Crossing Guard instructor, which includes conducting trainings for Crossing Guards throughout California and advising CDPH and Caltrans on Crossing Guard training and assessment procedures. With Kristin’s expertise, along with technical support from our accomplished engineers, Alta will help the City develop a methodology to prioritize the quantity and locations of Crossing Guards that meets the needs and constraints of the City and the school district, while also aligning with the CAMUTCD. Using this methodology, the team will conduct an in-depth analysis of current locations of Crossing Guards and make recommendations for maintaining, changing, or adding Crossing Guard locations. The team will use the California School Crossing Guard Training Guidelines to identify and assess Crossing Guard training needs. The Guidelines will be referenced and included as a resource in the Crossing Guard Prioritization Memo.

### Task 1.5 Deliverables

- Crossing Guard Prioritization Memo



Alta Senior Advisor/SRTS Expert, Kristin Haukom, promoted safety initiatives through Rialto’s Safe Routes to School Program

## Task 1.6: Recommendation and Prioritization

### Task 1.6.1 Recommendations and Cost Estimates

Alta has over 20 years of experience developing SRTS recommendations. We will lean on that experience to integrate the information collected throughout the project, including existing conditions analyses, information from the School Plan Advisory Committee and stakeholder outreach and engagement, to develop infrastructure improvement recommendations within a half-mile radius of each project school.

Our team will make feasible, implementable recommendations that will improve the non-motorized transportation network for students and parents to walk and bike to school safely and conveniently.

Recommendations will include preliminary cost estimates that align with the requirements of the Caltrans Active Transportation Program and SS4A, so that the recommendations can be incorporated into future grant applications for implementation.

### Task 1.6.2 Project Prioritization

Understanding the importance of equity and to ensure that underserved communities are prioritized, we will create an equity-framed and data-driven Project Prioritization Methodology that meets the needs of the City and school districts, as well as yields projects that are positioned well for SRTS project funds through Caltrans ATP, or other funding mechanisms such as City funds. The Project Prioritization Methodology may also be used to identify “bundled” projects (projects combined for safety need or to facilitate implementation) or school-specific projects, depending on input from stakeholders and engineering judgment.

Alta’s specialized planning and engineering staff will coordinate to develop a series of on-street and on-campus infrastructure recommendations. Alta will assess each school for four different scales of recommended improvements:

1. Low-cost on-campus improvements that can enhance safety and SRTS visibility.
2. On-campus improvements that require additional funding/coordination.
3. Low-cost, on-street changes that require minimal coordination and are relatively simple to implement.
4. Large scale, on-street changes that require great coordination, community engagement, or funding.

All infrastructure recommendations will be informed by existing conditions information, walk audits, stakeholder input, and professional judgment. This process will result in infrastructure recommendations that, once implemented, will support access to safe, convenient, and healthy modes of transportation for students, families, and residents.

### Task 1.6.3 Suggested Route Maps

Using the School Plan Advisory Committee and stakeholder input, school recommendations, and walk audit observations, Alta will develop Suggested Routes Maps for each project school with suggested routes for families to walk or bicycle to and from school. The maps will show suggested walking routes for elementary schools and suggested walking and biking (as appropriate) routes for middle and high schools. The suggested routes-to-school maps will display school locations, surrounding streets, sidewalks and pathways within a half-mile from school, as well as other relevant information such as stop signs, crossing guard locations, and park and walk locations. Maps will also include safety tips for drivers and active transportation users.

Alta will solicit feedback on the suggested school routes maps from City and school staff via email. Once feedback is received, Alta will finalize the suggested school routes map. The Suggested Routes Maps will be available in English and Spanish and will be shared with the schools digitally.

#### **Task 1.6.4 Programmatic Recommendations**

Alta will prepare engagement, equity, encouragement, education, and evaluation program recommendations to complement the infrastructure recommendations to promote a culture that embraces active transportation throughout Palm Desert. These recommendations may include, but are not limited to: park and walk drop-off locations; walking school buses; bicycle trains; walk/bicycle to school days; and/or in-classroom pedestrian/bicycle safety and encouragement education. Programs will be informed through the outreach and engagement described in Task 1.3 and will address any projects the City and school district will be implementing that will affect any recommendations. They will also consider countermeasures to address behaviors that cause collisions, based on behavior change theory and the crash data analyzed in Task 1.2.

#### **Task 1.6 Deliverables**

- Infrastructure improvement recommendations, maps, and cost estimates
- Project Prioritization Methodology and prioritized network map
- Suggested Routes Maps
- Programmatic recommendations

#### **Task 1.7 Draft and Final Strategy**

Alta will prepare a Draft School Plan for City staff review. The Draft School Plan will be aligned with the Caltrans Active Transportation Program and SS4A guidance, so that the projects are “grant ready,” and will include a summary of actionable next steps for implementing the project recommendations. The Draft School Plan will provide a framework and guide for future SRTS efforts.

The Draft School Plan process begins with a detailed outline. Alta will submit the outline to City staff for review. The Draft School Plan outline is expected to include, but not be limited to:

- Introduction
- Project Background and Need
- Summary of Data Collection Activities and Findings
- Summary of Outreach and Engagement Strategies and Findings
- School-Specific Findings and Recommendations
- Crossing Guards Assessment

- Short-Term/Low-Cost Recommendations and Long-Term/Higher Cost Recommendations
- Implementation and Next Steps
- Priority Projects by School (including description, location, cost estimates, and timeline)
- Recommended Next Steps (including Short-Term/Low-Cost Recommendations, such as policy and procedure recommendations)
- Potential Funding Sources

Once the City has approved the outline, Alta will develop the Draft School Plan document in MS Word and submit it to the City for review. Alta will review one set of consolidated internally consistent comments in a track changes MS Word document. Based on City staff comments on the Draft School Plan, Alta will address any outstanding issues in order to complete the Final School Plan.

#### **Task 1.7 Deliverables**

- Draft School Plan Outline
- Draft School Plan
- Final School Plan

#### **Task 1.8: City Council Review and Approval**

In collaboration with the City, Alta will prepare a PowerPoint presentation highlighting the data collection, outreach and engagement, and prioritization processes used to compile the Final School Plan. Alta will conduct one (1) presentation to the City Council. Alta will solicit feedback during this presentation and respond to questions. This presentation and supporting documentation will serve as the basis for the City Council to adopt the Final School Plan.

Per direction from City staff, Alta will provide relevant content for staff to complete staff reports in advance of this presentation.

#### **Task 1.8 Deliverables**

- Presentation
- City Council adoption of the Final School Plan



## Strategy 2: Safe Routes for Seniors Plan

The Palm Desert Safe Routes for Seniors Plan (Seniors Plan) will establish innovative and implementable recommendations for creating safer, more comfortable transportation options for older adults, including walking, bicycling, public transit, and other alternatives for aging drivers. Through targeted, meaningful community engagement and analysis of existing conditions, the Seniors Plan will identify barriers that seniors face when getting to and from their destinations. Throughout the planning process, key stakeholders and Palm Desert seniors will have opportunities to share their concerns, experiences, and ideas for improving mobility in the city.

The City's Local Road Safety Plan indicates that 50% of collisions involve aging drivers (age 65 years or older), much higher than the State average of 13%. Given the city's large population of seniors and retirees, this Seniors Plan will be key in helping reduce these collisions and improving safety for all road users citywide.

Based on our experience working on similar Safe Routes for Seniors efforts, Alta will create a Seniors Plan that addresses the following objectives:

- Analyze existing transportation infrastructure and programs for seniors in Palm Desert
- Engage with a diverse group of stakeholders and senior community members to shape the Seniors Plan.
- Develop a Seniors Plan that includes both infrastructure and programmatic recommendations that are primed for grants and implementation.

The following tasks provide an overview of Alta's scope of work for the Seniors Plan. For all deliverables, it is assumed that the City will circulate drafts to all relevant departments and agencies for one consolidated and consistent set of comments.



As part of the Santa Monica Active Aging Program, Alta conducted a transit outing and bicycle outing to promote and demonstrate safe active transportation for seniors.

### Task 2.1 Existing Conditions

Alta will begin work on the Seniors Plan by collecting and analyzing a variety of data.

#### Task 2.1.1 Plan, Policy, and Program Review

With input from the City, Alta will collect and review existing plans, policies, and programs related to older adult mobility in Palm Desert. Existing plans will likely include, but not be limited to:

- Palm Desert General Plan
- Envision Palm Desert Strategic Plan
- Palm Desert Local Road Safety Plan
- SCAG's Connect SoCal
- The State's Master Plan for Aging

Findings will be included in the Existing Conditions Memorandum.

#### Task 2.1.2 Data Collection

Alta will compile background and existing conditions data on seniors (e.g., key destinations, demographics, health), identify opportunities and constraints as well as standards by which recommended updates will be set to guide the preparation of the Seniors Plan, and include existing land uses, current and projected housing and land use development, population characteristics, and travel projections.

At the outset of the project, Alta will prepare a data request memo identifying key data needs such as existing and previously proposed infrastructure projects, current mode share, description of land use and destinations, existing public transit, existing wayfinding, and existing non-infrastructure programs. This memo will be shared with the City Project Manager and the City will supply available data and documents that are not publicly available or that the project team does not have from previous work in Palm Desert. The findings of these analyses will be compiled into the Existing Conditions Memorandum.



### Task 2.1.3 Traffic Counts

Alta will collect traffic counts at three (3) locations in Palm Desert frequented by senior pedestrians and bicyclists. Count collection will be scheduled based on seasonal fluctuations to capture the maximum number of active trips made by seniors and include at least 12 hours of counts per location on a typical weekday and a Saturday. Locations will be identified with input from the City, ideally in senior priority areas that feature key destinations such as senior centers, senior housing, and more. Additionally, when relevant, counts data from Task 1.1.4 (Data Collection for the School Plan) may also be used to capture senior activity in school areas. Traffic counts information will be used to assess demand that can inform areas for improvement and prioritize potential projects. The findings of the traffic counts will be provided in the Existing Conditions Memo.

### Task 2.1.4 Existing Conditions Maps and Memorandum

Alta has extensive experience preparing comprehensive base maps that illustrate important information in a cohesive and clear manner. We will prepare base maps for the three (3) areas surrounding the traffic count locations to show the physical conditions and travel information such as transit routes, improvement plans, and key destinations. We will further compile all materials developed in other tasks into the Existing Conditions Memorandum.

#### Task 2.1 Deliverables:

- Existing Conditions Memorandum
- Traffic counts at three (3) locations
- Base maps for three (3) traffic counts areas

## Task 2.2 Collisions and Gaps Analysis

### Task 2.2.1 Collisions Analysis

Alta will conduct a bicycle and pedestrian collision analysis using the most currently available 10-year Statewide Integrated Traffic Records System (SWITRS) data available. This analysis will include the total number of collisions by user type (bicyclist or pedestrian), document the top five intersections with the highest bicycle and pedestrian collisions, and include the top five most common collision factor causes. Building on this, the Alta team will combine the collision data analysis performed through the Local Road Safety Plan with the most recent SWITRS data and supplemental data provided by City staff. The findings will be summarized and included in the Collisions and Gaps Analysis Memorandum.

### Task 2.2.2 Challenges, Needs, and Gaps Analysis and Memo

Building on the deliverables from Task 2.1, Alta will conduct an analysis of infrastructure gaps and needs. This analysis will quantify factors that impact walking and bicycling activity, locate network gaps as potential recommendations (Task 2.5), and identify areas with specific characteristics. This analysis will consider roadways and trails within the city. Alta will use data about existing multimodal infrastructure to develop an understanding of how well destinations and areas of demand are connected for seniors who want to walk and bike for both transportation and recreation. It will also consider how the City's local networks connect to regional networks.

Alta will use these analyses to identify:

- Gaps in existing bicycle networks, intersection crossing needs, and other conflict points;
- Gaps in pedestrian networks, such as sidewalk gaps, crossing needs in areas with pedestrian activity or at crossings of streets and other public rights-of-way; and
- New trail opportunities along waterways, other infrastructure rights-of-way, or adjacent to public street rights-of-way.

Alta will synthesize the gaps and needs into maps, tables, and narrative that describe these gaps and needs. Information from the public outreach process will also be integrated into this process. This gap analysis will be summarized in the Collisions and Gaps Analysis Memorandum.

#### Task 2.2 Deliverables:

- Collisions and Gaps Analysis Memorandum (Draft and Final)

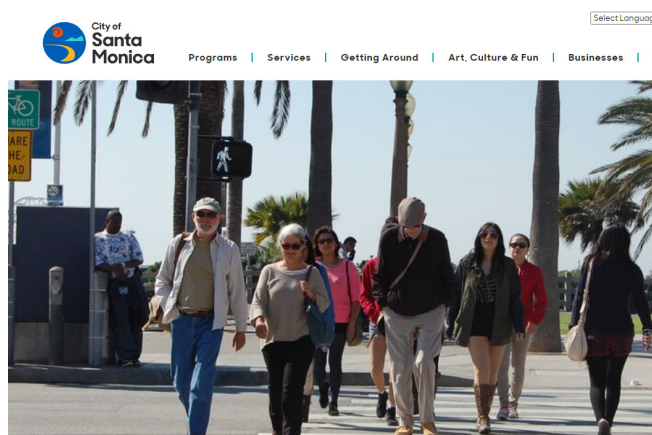
## Task 2.3 Outreach and Engagement

### Task 2.3.1 Outreach and Engagement Plan

Alta has extensive experience with outreach and engagement in Palm Desert and surrounding communities and understands the importance of developing materials and conducting activities in English and Spanish. The Alta team, with input from the City, will prepare a detailed Outreach and Engagement Plan that includes community engagement tools to be used and activities to be held throughout the development of the Seniors Plan. The Outreach and Engagement Plan will consist of a strategy to fully engage underserved communities, including outreach in multiple languages and means to reach groups that may not participate in traditional planning events. The Plan will also include key stakeholders and target audiences, anticipated outcomes, and proposed engagement strategy timelines.

### Task 2.3.2 Engagement Tools

The Alta team will develop written content for a Seniors Plan project webpage on the City's website and social media platforms. The purpose of this content will be to promote outreach and education materials, surveys, workshops, walk audits, the Draft Seniors Plan, and eventually the Final Seniors Plan.



### Senior Transportation Solutions

November 22, 2022 3:28 PM  
by Peter Dzewaltowski

Older adults in Santa Monica have lots of ways to get around, and the Active Aging Pilot Program can help you take advantage. Below you will find information on how to get to where you need to go, without needing a car.

*Alta assisted the City of Santa Monica with the development of their website for their Active Aging Pilot Program utilizing the City's website to communicate updates on the pilot and ways the community could participate.*

The website will also allow stakeholders to submit feedback through a community survey and an online mapping tool. Alta will leverage our experience working on other Safe Routes for Seniors projects to develop a survey that asks about senior needs, priorities, and ideas for improving mobility and transportation in Palm Desert. The survey will be available in English and Spanish, both on the webpage and in paper format. Surveys may be distributed at key destinations and with help from key partners, such as The Joslyn Center. Additionally, Alta will develop an online mapping tool, to be embedded on or linked to on the webpage, that allows community members and stakeholders to identify barriers and ideas for improvements in Palm Desert. Participants will be able to leave comments, draw in preferred routes, and more.

### Task 2.3.3 Community Workshops

Alta will conduct up to four (4) in-person and virtual workshops for seniors and other Seniors Plan stakeholders. The purpose of the workshops will be to introduce the Seniors Plan project, gather input on barriers and opportunities for improvements, keep people informed about the planning process, and later in the project, confirm that recommendations address stakeholder concerns and gap/safety issues. The COVID-19 pandemic taught us that virtual meetings, broadcasted through various platforms, are the best way to engage with project stakeholders, including those who are typically unable to attend community events due to lack of transportation, work conflicts, or language barriers. However, we also know, through our experience working on related Safe Routes for Seniors projects, that many older adults face technological barriers and prefer in-person engagement. With that said, we propose that two (2) of the workshops be held in-person and two (2) be held virtually to reach a wider audience.

The structure of the workshops will likely include a brief presentation on the project background, goals, and planning process, and stations or breakout rooms where participants can learn more about specific Seniors Plan components, such as existing conditions. All workshops will be conducted in English with Spanish and sign language interpretation will be available if needed.



### Task 2.3.4 Senior Walk Audits

The Alta team will lead three (3) walk audits of each of the senior areas identified in Task 2.1.3 and Task 2.1.4. Walk audit participants will include senior residents, partners, City staff, and other key stakeholders. The purpose of these walk audits is to observe conditions and behaviors and identify challenges or impediments that currently limit walking, biking, and taking public transit. The walk audits will be an opportunity to verify existing conditions and will be supported by Spanish-speaking staff when appropriate.

In addition to the in-person walk audits, the Alta team will provide community members who are unable to participate in the walk audit with another way to give input, such as through the mapping tool described in Task 2.3.2. The findings from each walk audit, including feedback and photos, will be incorporated into a Walk Audit Report.



*In Santa Monica, Alta staff facilitated a series of walk audits with senior residents to get input on challenges and barriers to walking, biking, and taking transit in the city.*

### Task 2.3.5 Pop-Up Workshops

The Alta team knows the importance of meeting people where they are, particularly to reach those seniors who may not typically attend City events and meetings. Because of this, we will conduct “pop-up workshops” at up to three (3) public events, such as farmer’s markets, community/resource fairs, or local parks, to inform and solicit feedback from the community on the Seniors Plan.



*As part of the Santa Monica Active Aging Pilot Program, Alta staff conducted a series of pop-up tabling events at key destinations for seniors, such as the Santa Monica Public Library, WISE, and Healthy Aging senior center.*

### Task 2.3.6 Outreach and Engagement Summary Memorandum

Alta will develop an Outreach and Engagement Summary Memorandum that will have a description of stakeholder involvement in development of the plan, including outreach to defined underserved communities, number and location of meetings, number of attendees, translation services provided, and summary of feedback received. The Outreach and Engagement Summary Memorandum will be designed to allow components/feedback to be easily incorporated into future grant applications and be structured as a framework to be updated throughout the course of the project, incorporating input as engagement tasks are completed. Findings from the memo will feed directly into recommendations and prioritization (Task 2.5).

#### Task 2.3 Deliverables:

- Outreach and Engagement Plan
- Project website
- Survey
- Virtual Engagement Memorandum
- PowerPoint presentation and photos
- Four (4) Senior Workshops
- Walk Audit Reports
- Photos
- Outreach materials
- “Pop-up workshops” at up to three (3) public events

## Task 2.4 Advisory Committee

Stakeholder engagement early in the Seniors Plan development is crucial to building buy-in and hearing about concerns from the senior community. Therefore, the Alta team will convene a Safe Routes for Seniors Advisory Committee within a few months of the project kick-off. Alta will be responsible for creating and disseminating agendas, outlining the role the committee will serve over the course of the project, and preparing presentations that will help committee members make decisions on key project outcomes, such as project prioritization.

In collaboration with the City, we will compile a list of invitees to participate in the Advisory Committee. The list will likely include, but is not limited to, representatives from:

- City staff, such as from Public Works and Housing
- Caltrans District 8 staff
- Riverside County Transportation Commission
- Riverside University Health System (Riverside County's public health department)
- Coachella Valley Association of Governments
- Local community-based organizations, such as The Joslyn Center
- Senior residents of Palm Desert
- SunLine Transit Agency
- Law enforcement

Alta will prepare Safe Routes for Seniors Advisory Committee meeting agendas and meeting notes. The Advisory Committee will meet virtually a maximum of six (6) times throughout the project and will advise the project team on potential projects and programmatic recommendations that align with their goals. The Advisory Committee will also provide input prior to major engagement activities and will review key project deliverables prior to sharing them with the public or decision-makers.

### Task 2.4 Deliverables

- Safe Routes for Seniors Advisory Committee invite list
- Safe Routes for Seniors Advisory Committee meetings, presentations, agendas, and notes for up to six (6) virtual meetings

## Task 2.5 Recommendation and Prioritization

### Task 2.5.1 Recommendations and Cost Estimates

Building on the existing conditions analyses, feedback from the Safe Routes for Seniors Advisory Committee, and input from extensive stakeholder engagement, Alta will develop infrastructure recommendations within each area identified for Task 2.1.3 (Traffic Counts) and 2.1.4 (Existing Conditions Maps and Memorandum). Our team will make feasible, implementable recommendations that will improve the existing active transportation network for seniors to walk, bike, and take transit to their destinations safely and conveniently. Recommendations will be provided in project lists (tables) and shown in maps.

All infrastructure recommendations will be informed by existing condition data, walk audits, stakeholder input, and Alta's professional expertise. The result of will be infrastructure recommendations that, once implemented, will support access to safe, convenient, and healthy modes of transportation for students, families, and residents. Recommendations will include preliminary cost estimates that align with the requirements of the Caltrans Active Transportation Program and Safe Streets for All, so that the recommendations can be easily incorporated into future grant applications for implementation.



*Older adults in Santa Monica were assisted with reading transit maps, using transit passes, planning trips, and more during group outings over the course of the Santa Monica Active Aging Program.*

### Task 2.5.2 Project Prioritization

Understanding the importance of equity and to ensure that underserved communities are prioritized, the team will create an equity-framed and data-driven project prioritization methodology that meets the needs of the City. The methodology may include, but not be limited to, the following criteria:

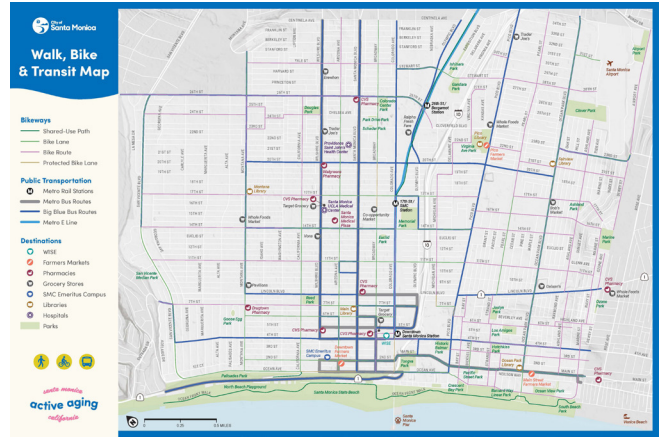
- Safety
- Connectivity
- Gap Closure
- Equity
- Feasibility
- Cost

The list of prioritized projects will serve as a guide for the City when implementing improvements in future years. This list will yield projects that are positioned well for funding through Caltrans ATP and other funding mechanisms. The project prioritization methodology may also be used to identify “bundled” projects (projects combined for safety need or to facilitate implementation), depending on input from stakeholders and engineering judgment.

### Task 2.5.3 Suggested Route Maps

Using the Safe Routes for Seniors Advisory Committee and stakeholder input, infrastructure recommendations, and walk audit observations, Alta will develop Suggested Routes Maps for the senior areas identified in Task 2.1.3 and 2.1.4 to help seniors more easily and safely walk, bicycle, and take transit throughout the City. The Suggested Routes Maps will display key destinations like libraries, parks, and pharmacies; streets, sidewalks, and pathways; transit routes; existing and proposed bikeways; and more. Maps will also include safety tips for aging drivers and senior active transportation users.

Alta will solicit feedback on the Suggested Routes Maps from City and Advisory Committee before finalizing the maps. The Suggested Routes Maps will be available in English and Spanish and will be shared with the public both digitally and in paper copies. Alta assumes that the City will handle printing of the maps.



Alta developed a Walk, Bike, & Transit map tailored to Santa Monica seniors, which included suggested routes, safety tips, and other resources.

### Task 2.5.4 Programmatic Recommendations

Alta will prepare engagement, equity, encouragement, education, and evaluation program recommendations to complement the infrastructure recommendations and promote a culture that embraces active transportation throughout Palm Desert. Programmatic recommendations will be informed through the outreach and engagement described in Task 2.3 and may include but are not limited to:

- Education for aging drivers
- Pedestrian/bicycle/transit safety classes
- Transportation technology classes (e.g., trip planning)
- Group walks, bike rides, and transit outings
- Direct support programs
- Senior mobility resources fair

### Task 2.5 Deliverables

- Infrastructure improvement recommendations, maps, and cost estimates
- Project Prioritization Methodology and prioritized network map
- Suggested Routes Maps
- Programmatic recommendations



## Task 2.6 Draft and Final Strategy

Based on Tasks 2.1 through 2.5, Alta will prepare a Draft Seniors Plan for City staff review. The Draft Seniors Plan will be aligned with Caltrans Active Transportation Program and SS4A requirements and will include a summary of actionable next steps for implementation. The Draft Seniors Plan will provide a framework and guide for future Safe Routes for Seniors efforts.

The Draft Seniors Plan process will begin with a detailed outline, to be submitted to City staff for review, expected to include but not limited to:

- Project Background and Need
- Summary of Data Collection Activities and Findings
- Summary of Outreach and Engagement Strategies and Findings
- Infrastructure and Programmatic Recommendations
- Short-Term/Low-Cost Recommendations and Long-Term/Higher Cost Recommendations
- Priority Projects (including description, location, cost estimates, and timeline)
- Implementation and Next Steps, including Potential Funding Sources

Once the City has approved the outline, Alta will develop the Draft Seniors Plan and submit it to the City for review in MS Word. Alta will review one set of consolidated and consistent comments using track changes and commenting in MS Word. Once these revisions are received, Alta will address any outstanding issues and develop a Public Draft Seniors Plan in Adobe InDesign. The Public Draft will be shared with community members and stakeholders through the project webpage and at outreach events, and it will be shared with the Safe Routes for Seniors Advisory Committee. Based on input received through engagement and the Advisory Committee, Alta will update and export a Final Seniors Plan.

## Task 2.6 Deliverables

- Draft Seniors Plan
- Public Draft Seniors Plan
- Final Seniors Plan

## Task 2.7 City Council Review and Approval

In collaboration with City staff, Alta will prepare a PowerPoint presentation highlighting the data collection, outreach and engagement, and prioritization processes used to compile the Final Seniors Plan. Alta will conduct one (1) presentation to the Palm Desert City Council. Alta will solicit feedback on the Plan during this presentation and respond to any questions from Council Members. This presentation will serve as the basis for the City Council to adopt the Final Seniors Plan. Per direction from City staff, Alta will provide relevant content for staff to complete staff reports in advance of this presentation. Following adoption of the Plan, a resolution will be added to the Final Seniors Plan.

## Task 2.7 Deliverables

- Presentation
- City Council adoption of the Final Seniors Plan



Alta's dynamic in-house graphic design team creates plan documents that are easy-to-read and visually engaging. Alta's final plan documents are functional guidebooks for implementation with user-friendly graphics.

## Strategy 3: Public Engagement and Activation

As creative partners with extensive experience in the City of Palm Desert, Idea Peddler understands and appreciates the breadth of Palm Desert's unique audiences. With full-time and seasonal residents, visitors old and new, Idea Peddler recognizes that to change the culture of driving, walking, and biking for better safety, they will need to develop an audience-centered approach.

Idea Peddler's creative approach and media savvy will work in tandem with Alta's traffic safety expertise to build and deliver a campaign that both resonates with community members and is backed by research and best practices. Alta's Programs Team, which is dedicated to transportation behavior change and traffic safety campaigns, will support Idea Peddler throughout Strategy 3, bringing together the best of both worlds.

Tapping into the successful approaches that created the award winning **UNITE Palm Desert campaign**, Idea Peddler, in partnership with the City and Alta, will create a campaign that is deeply rooted in community, informed by data, and ultimately results in tangible outcomes to improve safe active transportation in Palm Desert.



As part of the UNITE Palm Desert campaign, Idea Peddler partnered with a local artist to create a beautiful mural to launch the campaign.

## Task 3.1 Campaign Goals and Objectives

The City of Palm Desert is not just a geographic location; it's a tapestry of diverse lifestyles, cultures, and experiences. Its streets see the hustle of residents, the leisurely pace of vacationers, and the curiosity of first-time visitors. Just as each group interacts with the city differently, their perception, habits, and understanding of the infrastructure are unique. This context forms the foundation of our approach.

To create a memorable and effective campaign aimed at promoting safe and comfortable active transportation within Palm Desert, the approach will focus on raising awareness, educating residents and visitors, and encouraging the use of active transportation infrastructure. Idea Peddler will launch a Discovery Meeting with key City staff and stakeholders to ensure alignment and synchronicity from inception to execution. The agenda for this meeting will include the following, resulting in a clear list of objectives, opportunities, and a roadmap to the next steps:

- **Initial presentation:** An overview of existing active transportation campaigns regionally and globally, showcasing successes and lessons learned.
- **Open dialogue:** City staff to share their vision, concerns, expectations, and any preliminary data.
- **Stakeholder perspective:** Invite a few representatives from different demographics (full- and part-time residents, a regular visitor) for a quick panel discussion. Their insights will offer a preview of the larger audience sentiment.

Moreover, we propose that a strong creative brief (the desired deliverable for this task) include insights from this diverse mix of residents and visitors. It is important that we hear directly from the audience about their current awareness, perceptions and barriers to walking and bicycling in Palm Desert. With this first-hand research, we will be prepared with the insights to create an impactful and actionable Creative Brief. Our approach for gathering these insights will include:

- **Surveys:** Digital surveys targeting different demographic segments. Questions gauge their current active transportation habits, awareness of existing active transportation infrastructure, safety concerns, and barriers to active transportation.
- **Best Practices Collaboration:** Working in collaboration with Alta, we'll have a workshop to dive into the success and barriers to consumer behaviors around safe biking in Palm Desert.
- **Data Driven:** Using data Alta has compiled for Safe Routes plans, we will consider factors limiting use of active transportation in Palm Desert.

Using insights from the Discovery Meeting and Consumer Insight Mining, we'll draft a Creative Brief. This document will serve as the blueprint for the entire campaign. It will outline:

- Key insights about Palm Desert's demographics and active transportation characteristics.
- Main objectives of the campaign, both qualitative (e.g., change in perception or awareness) and quantitative (e.g., increase in bike and walk counts by a given percentage).
- Targeted strategies for each demographic (age, house-hold income, etc.) and audience (residents, visitors, part-time residents, etc.) ensuring each message is tailored and relevant.
- Creative guidelines to maintain consistency and resonance in all campaign materials.

City staff will have an opportunity to provide feedback and revisions. We believe in a collaborative approach, ensuring all voices are heard and incorporated. The final draft of the Creative Brief Memorandum will incorporate City staff feedback and be enriched with insights directly from Palm Desert's road users, ready to guide a tailored, effective, and memorable Vision Zero Campaign for the city.

### **Task 3.1 Deliverables**

- Creative Brief Memorandum

## **Task 3.2 Ideation and Concept Development**

To appeal to the City's unique audiences, we will develop a unifying voice that echoes the aspirations of your community. Our approach to concept development seeks to marry the ethos of Palm Desert with industry best practices in a truly local campaign. Not only will we aim to increase the awareness and education of where and how to use the active transportation network in and around Palm Desert, we will inspire behavior change to promote a more safe and sustainable transportation system. Our steps to success include:

- **Organizing Community Listening Sessions:** Using workshops, surveys, or even digital engagement platforms building on public and stakeholder engagement activities conducted in Task 3.1. These listening sessions with local residents will amplify our knowledge of barriers, opportunities, and perspectives related to active transportation in the City and region, providing foundational knowledge for the creative concepts we will develop in this task.
- **Trend Analysis and Historic Immersion:** We will delve into current global and local advertising trends, ensuring our campaign feels fresh and relevant. This utilizes macro and micro trends both within the active transportation safety sector as well as campaigns rooted in similar ideas around engagement, health, sustainability and connection. Moreover, we will reflect on past campaigns, successes, and challenges specific to Palm Desert. This will ensure continuity and avoid redundancies. Given our breadth of work for Palm Desert over the past 5 years, we have a trove of information and assets to pull from to help continue the unified look and feel for Palm Desert promotional assets. This consistency will also be integral to reaching each of the respective audiences of Palm Desert and result in an expansive understanding of what works and what does not.

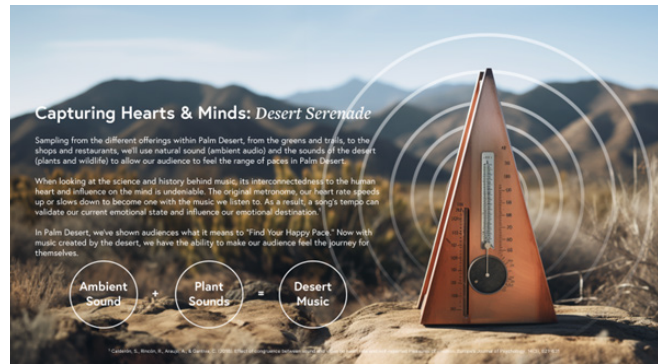
- **Concept Development:** Using insights from community interactions, trend analysis, and historic immersion, our creative team will craft three conceptual strategic approaches. These approaches range from consumer challenges to benefit-focused initiatives and potentially into aspirational efforts. Each concept territory will encompass:

- » Strategic Communication Anchor: The core message that holds the campaign together. What problem does it solve? What message does it deliver? What is the core reason for being for the campaign?
- » Theme: The overarching narrative that weaves various campaign elements coherently. This is a moniker that holds the idea together for easy understanding and reference.
- » Visual Language: Color schemes, designs, photographic styles, and iconographies that resonate with Palm Desert’s spirit. What does it borrow from? What is its antithesis? Where does it intersect and digress from existing Palm Desert work?
- » Copy Treatment: The language, tone, and style of communication. This may involve personifying the brand to help understand the communication style as though the campaign were a person.
- » Mood Boards: A visual representation that captures the essence of each theme. This may include font, colors, existing campaigns in the same sector or for the city itself or aspirational tones and campaigns from other sectors.

These steps will result in the development of three (3) robust and diverse creative approaches that we will present to City staff. Our presentation will seek to engage City staff in a feedback loop, and refining concepts accordingly. Once a final concept is zeroed in on, we will delve deeper into its execution strategy, crafting scripts, planning shoots, and laying out a roll-out plan. The ultimate outcome of this task will be a chosen creative concept that feels right for Palm Desert, refined and ready for execution. In the Creative Concepts Memorandum, we will detail this chosen concept, its various elements, execution strategy, and showcasing how it will come alive in the streets of Palm Desert, ensuring residents feel a sense of ownership and pride every time they encounter it.

### Task 3.2 Deliverables

- Finalized Creative Concepts Memorandum



Excerpt from a creative territory developed for the Palm Desert Pocket Guide.

### Task 3.3 Content Creation

Palm Desert is not just a city; it’s a place of significance to a range of unique audiences. Translating this into effective and engaging content requires both strategic foresight and creative brilliance. Drawing from our rich history of partnering with Palm Desert, we are poised to ensure the success of the City’s Vision Zero campaign.

Our content development process will include:

- **Expertise and Collaboration:** The campaign and content creation will benefit from Alta’s unique subject matter expertise in transportation behavior change and more than a decade of experience implementing traffic safety campaigns for public agency clients.
- **Varied Mediums:** We will develop a range of content from striking visuals, captivating copy, to immersive videos. Our in-house team will seamlessly produce the entire content spectrum, ensuring consistency in quality and brand voice across all channels. Our creativity will be boundless across media; starting with a video-first approach but creating a container that can be translated to everything from social media to city murals and even wayfinding signage and/or murals.
- **Asset Reuse and Reiteration:** With an expansive library from our prior campaigns, we are well-equipped to leverage the existing resources and create fresh content that feels familiar yet novel.



Our content development will also be efficient, adaptable, diverse, and inclusive, leveraging the following strategies:

- **Hero Shoots:** We are experts at conducting efficient, high-impact photoshoots that yield a multitude of adaptable content. By planning meticulously, we will capture diverse scenes in concise shoot periods, maximizing resource utilization. During a 2-3 day shoot, our team of still photographers and videographers will work with existing infrastructure and local talent to shoot content that is both timely and timeless.
- **Adaptability:** The content will be designed for easy adaptation, ensuring a long shelf-life and versatility to meet emerging needs or channels as the campaign progresses. In post-production, we will utilize our in-house animators and designers to develop 3D animation and environment rendering, or to draw attention to important and relevant information such as wayfinding and signage.
- **Diversity and Inclusivity:** To ensure our campaign is for the community and by the community, we will need to create a campaign where they can see themselves. To reflect the broad range of appearances and abilities that make up Palm Desert, and secure resident enthusiasm and engagement, it is imperative that our campaign is representative. To enhance accessibility, we will utilize high-contrast colors and larger fonts for readability, and incorporate captions in videos to accommodate deaf and hard-of-hearing individuals. Additionally, we'll ensure that all digital platforms are compatible with assistive technologies like screen readers. Alt-text will be provided for all images, ensuring that visually impaired users receive comprehensive information. We will also ensure content is crafted in multiple languages with special emphasis on Spanish to resonate with a broader audience. Additionally, visual design elements will capture the rich tapestry of cultures, histories, and groups living in the city to ensure every Palm Desert resident sees a reflection of themselves in our campaign.

Additionally, our content creation will include targeted outreach and multi-platform integration strategies to maximize the campaign's reach and impact:

- **Audience Segmentation:** Drawing from our qualitative listening sessions, we will tailor our content strategy to address the specific needs, preferences, and pain points of distinct audience segments of all ages. Used in a number of ways, the city's active transportation network will be promoted in a variety of edits, each cut to support and represent the different segments and use cases in Palm Desert's audience.
- **Engagement Channels:** Recognizing that each demographic interacts differently, we'll deploy multi-channel strategies across a spectrum from digital to grassroots. Digital might include social and CTV for digital natives while grassroots may tap into influential locals like city officials, business owners, and various community leaders. Traditional media may leverage out-of-home to reach visitors and residents alike or borrow local authenticity and community from beloved radio DJs or print columnists. Opportunities may exist for Alta and/or media partners to participate in or lead culturally resonant events that create buzz and community spirit such as Farmer's Markets or other community events at Civic Center Park or even on CV Link itself.
- **Digital Dominance:** In tandem with other promotional efforts, developing a strong online presence through strategically placed digital video ads and vibrant social media content will ensure Palm Desert's message reverberates in every digital corner.

Every content piece will be submitted to City staff for review to ensure the content remains aligned with the City's vision and resonates with its inhabitants. The Campaign Content Memorandum produced as the product of this collaborative process will serve as a comprehensive guide detailing major content pieces created for the campaign. From high-resolution visuals, copy drafts, video links, to a strategic recommendation of intended platforms and usage, this document will be the touchstone for all campaign-related content.

### Task 3.3 Deliverables

- Campaign Content Memorandum (including campaign content)



## Palm Desert Media Market Estimates

We have developed the following hard cost media estimates and metrics for the Palm Desert market. This budget will include a minimum of \$185,000 for media buys supporting at least 8 months of working media including a range of channels such as those listed below. Should the City wish to forego in-person engagements conducted by Alta in the Campaign Implementation phase (Task 5), we can allocate an additional \$15,000 to these media buys. We will work closely with the City in the process of developing Task 3.2 and Task 3.3 memos to select the appropriate channels to maximize the campaign's reach and impact.

- **Billboards and digital OOH** (estimated at \$2,500-\$5,000/board). Examples include Hwy 111 Rotary billboards, digital screens around pedestrian walking areas, airports, gas stations or other out of home environments)
- **Social media** (estimated at \$10-20 CPM). Examples include Facebook and Instagram video and static ads.
- **Search** (estimated at \$0.50-\$1.25 CPC). Examples include keywords on “getting around Palm Desert”, “bike routes Palm Desert”, on Google.
- **Local Print** (estimated at \$40-\$75 CPM). Examples include The Desert Sun News, Palm Springs Life, Inland Empire Magazine, Coachella Valley Weekly, Coachella Valley Independent, The Desert Magazine, etc.)
- **Non-traditional** (estimated at \$3,000-\$15,000/execution). Examples include Murals, Pole Banners
- **Digital Community News** (estimated at \$2,500-\$5,000/execution). Examples include Nextdoor, Patch, Uber/Lyft ads)
- **Local Broadcast** (TV and/or Radio) (estimated at \$8-\$30 CPM). Examples include KPSC-FM 88.5, Mix 100.5, KUNA, KGAY, KNWZ, etc.)



*Unite Palm Desert Mural, Painted by John Cuevas in collaboration with Idea Peddler on behalf of the City of Palm Desert.*

### Task 3.4 Campaign Workflow

Our team takes project delivery and client satisfaction seriously. We pride ourselves on clear communication, professionalism, and smart work. We are committed to on-time performance. Idea Peddler will coordinate closely with Alta's PM throughout the duration of the project to ensure our well-ordered and integrated workflow that builds upon and leverages our team's respective strengths to produce synergies and amplify impacts.

Drawing upon our team's wealth of effective campaign and project delivery experience, we understand that the success of any campaign is not just rooted in the creativity of its content but in the precision of its execution. Therefore, the Campaign Workflow is not just a roadmap but a blueprint for our shared success.

Idea Peddler and Alta will employ some of the following time-tested methods and strategies to ensure a well-ordered, transparent, and accountable campaign workflow with a steady cadence of milestones:

#### **Scheduling Strategies:**

- **Initiation:** Each task will have a firm start date following approvals.
- **Phased Campaigns:** Our work will be structured in sprints, with each phase focusing on a different facet of the campaign, ensuring consistent engagement and maximum impact.
- **Rolling Launch:** When appropriate we will test campaign elements in limited capacities to refine before the primary launch.
- **Periodic Milestones:** Such as major community events, influencer partnerships, or any notable city celebrations will be tracked to leverage and dovetail with our campaign.
- **Buffer Periods:** These will be allocated for both creation and review, ensuring content is always top-notch and in line with the City's vision while avoiding schedule slippage.

- **Detailed Gantt Chart:** We will use our cloud-based tools to develop an interactive Gantt chart assigning responsibilities, deadlines, and dependencies for every task, from ideation, content creation, to community engagement events. The Gantt chart will be aligned with our multi-channel approach detailing how each content piece will be leveraged, from Facebook posts to city-wide banners and community events.
- **Staggered Rollouts:** Will be used to space content releases and keep the campaign fresh and continually in the audience's mind.
- **Sequential Workflow:** Highlighting tasks that are contingent on prior tasks' completion ensures smooth transitions and helps avoid bottlenecks.
- **Periodic Updates:** Our Gantt chart will be periodically updated to reflect approved schedule changes and/or critical path impacts beyond the project team's control. This schedule will be integrated with the overall project schedule and inform regular project reporting to City staff.

#### **Monitoring, Evaluation, and Reporting Strategies:**

- **Clear Roles:** Every team member from Idea Peddler and Alta will know their precise role, fostering accountability.
- **Feedback Loops:** We will schedule quick feedback sessions after major campaign milestones to enable continuous improvement.
- **Regular Dashboards:** We will develop dashboards for use in the implementation phase that provide a visual representation of the campaign's impact, from reach to engagement, shared periodically.

This collection of strategies will feed into the Campaign Workflow Memorandum, which will be a well-crafted document detailing all aspects of the workflow. Accompanied by a visual timeline, this memorandum will serve as the shared reference point for both Idea Peddler and the City of Palm Desert, ensuring alignment at every step.

### Task 3.4 Deliverables

- Campaign Content Memorandum (including campaign content)

### Task 3.5 Campaign Implementation

The Alta team’s strength lies not just in crafting strategic campaigns, but in ensuring their quality execution. In addition to delivering the best in media, our team will activate the campaign by reaching residents where they live and play to send the messages home and connect on a deeper, more personal level. With input from stakeholders and the City, we will identify up to 4 events and/or community hubs for campaign activation. Example event venues include the Farmers Market, Community Center, Joslyn Center, Concerts in the Park, or other frequented and trusted locations where we can talk with residents about active transportation and safety.

We want to go beyond reaching the self-selected community members who might attend a workshop or webinar to engage with the broader community who may not seek out information on their own. At these events or pop-ups, the Alta Team will invite engagement through interactive activities with a focus on active transportation and safety: this could include anything from field day games to trivia with prizes to a community art project, all designed with the intention of educating, building community norms, and ultimately changing transportation culture. From the outset the City of Palm Desert can expect the following from Idea Peddler and Alta’s engagement and activation efforts:

- Campaign Oversight: Our dedicated team ensures every component aligns with the strategic vision. We believe in the details and ensure nothing is overlooked.

- Content Coordination: Our in-house content creators and coordinators will ensure a consistent narrative across all platforms, enhancing the City’s brand presence.
- Quality Control: The assurance of quality is not just a line item for us; it is an ethos. Every piece of content undergoes rigorous checks for consistency, tone, and alignment with campaign objectives.
- Channel Management: With expertise in multi-channel campaigns, we ensure that the right content reaches the right audience on the right platform. In fact, our robust in-house media capabilities have historically saved Palm Desert thousands of dollars in past campaigns from limiting wasted impressions in bot or other irrelevant traffic, as well as improved digital programmatic bidding prices.
- Performance Monitoring and Real Time Engagement: Using customized and on-demand reporting tools, we track the campaign’s pulse in real-time, ensuring we’re always in tune with its health and effectiveness. We will make our client-facing dashboard readily available for maximum transparency. This dashboard provides reporting on a wide variety of trends and metrics such as ranking of ad performance, impressions, click through rates, comments, shares, reactions, video thru play, and costs across a multitude of digital channels.
- Adaptation to Trends: In the ever-evolving digital landscape, we stay ahead of the curve, tweaking the campaign to harness emerging trends and opportunities. In collaboration with Alta, we’ll continue to ingest and deploy campaign optimizations and trends based on both local and global findings as it relates to this campaign as well as the Vision Zero Strategy overall.

#### CHANNEL MIX

## Adaptable Media Planning in Practice

Our approach to performance marketing relies on advanced behavioral targeting. We identify the most efficient audiences and continually optimize to take conversions from a trickle to a firehose. We'll cast a wide net at low levels to see what gains traction. Professional media-buying tools ensure your share-of-voice and reach are substantial enough to be seen. Through pixels, machine-learning, and advanced ad-serving technologies, we'll have full visibility into the highest-performing partners, audiences, and placements in a real-time view, ideal for optimizing to top performers quickly and easily.

Additionally, with in-house creative we have A/B copy and image testing in real-time, where media and creative teams collaborate for the most effective campaigns and ads.

**Phase 1: Fast-Twitch Test**

- Multiple Partners
- Hyper-Targeting
- Small Budget
- Multivariate A/B Testing

**Phase 2: Optimize**

- Larger budgets to the most efficient placement
- Add additional targeting strategies as necessary

**Phase 3: Scale Up**

- Fully scaled, engineered results

Our collective efforts in Task 3.5 will culminate in a far-reaching yet targeted and tailored campaign that catalyzes a cultural shift in Palm Desert’s transportation landscape bringing awareness to the costs of the status quo and the appeals of alternatives. We will document the campaign’s planned channels, spend, tactics, partners and estimated performance benchmarks in the Campaign Implementation Memorandum that will serve as the deliverable for this task.

**Task 3.5 Deliverables**

- Campaign Implementation Memorandum

**Task 3.6: Performance Evaluation**

Success isn’t linear, and neither is changing the culture of transportation in Palm Desert. To deliver on the city’s goals to make an immediate and memorable impact on the community safely and comfortably using current active transportation infrastructure, we must measure the reach and impact of our campaign to understand its effectiveness and contributions to the City’s task- and project-level goals, objectives, and metrics, including those established in collaboration with the City and documented in earlier meetings and memoranda. This evaluation will also guide campaign refinements in real-time and serve as a guidepost for future campaigns in the post-implementation phase.

Our Performance Evaluation strategies will include:

- **Data Collection:** Leveraging the best available digital tracking tools, we’ll tag and capture all data points from web to creative to understand the deepest levels of every interaction, ensuring a comprehensive understanding of audience behavior and creative impact.
- **Conversion Analysis:** Beyond engagements, we focus on tangible results, understanding how interactions translate to real-world outcomes. We’ll incorporate a post-campaign qualitative analysis to understand if we achieved our goals and objectives outlined in the first Task.
- **Channel Effectiveness:** Using granular data, we identify the most effective channels, ensuring better ROI in subsequent phases.
- **Content Assessment:** Through a combination of sources including web, media and audience engagement, we determine which content pieces resonated the most.

- **Lessons Learned:** Every campaign is a treasure trove of insights. We ensure every challenge and success is documented, refining our strategy for subsequent campaigns. Be it creative learnings, media channel, or audiences, we are always crafting campaign reporting that illuminates insights for future efforts.
- **Reporting:** We will create a detailed, yet digestible Campaign Performance Evaluation Memorandum, encapsulating the campaign’s journey from inception to conclusion.
- **Client Presentation:** We believe in transparent, candid conversations. Our post-campaign presentation to the City will not just highlight successes, but also offer insights into challenges and a roadmap for the future helping chart next steps to achieving Vision Zero.

**Task 3.6 Deliverables**

- Campaign Performance Evaluation - Memorandum
- Campaign Performance Evaluation - Presentation



*The Alta team has extensive experience leading strategy, implementation, and evaluation for media campaigns, including social media and communications.*



## Strategy 4 Investment Strategy

Alta understands the critical importance of identifying and prioritizing bicycle and pedestrian projects that meet the City's strategic objectives, include broad support, are feasible, and are primed to win discretionary funding opportunities such as those available through USDOT's SS4A Program and Caltrans' Active Transportation Program. Our work in Strategy 4 will focus on (1) consolidating active transportation projects in existing plans and new ones from the School and Seniors plans (2) developing a robust and equitable project prioritization process informed by stakeholders and grant criteria and (3) applying this process to produce an Investment Strategy with at least \$10 million in improvements for the City Council's ultimate approval including accompanying project descriptions, cost estimates, and preliminary concept maps for use in future grant applications.



*Alta's prioritization process will help to ensure capital improvements submitted for grant funding include broad support, are feasible, and are primed to win discretionary funding opportunities*

## Task 4.1 Review and Consolidate Planning Documents

In this task the Alta team will review city, regional, and state planning documents to identify active transportation projects that are outstanding. In addition to documents listed in the RFP, covering plans and studies from the City and CVAG, our review will include an exhaustive search of relevant documents such as:

- Caltrans District 8 Active Transportation Plan (2022)
- Riverside County Transportation Commission's (RCTC) Long Range Transportation Study (2019)
- RCTC Inland Empire Comprehensive Multimodal Corridor Plan (2022 Update)
- Southern California Association of Government's Connect SoCal 2024 (plan due for public review and comment in fall 2023)

Findings from this review will be combined in a spreadsheet with newly produced recommendations from the School and Seniors plans. As available, each recommendation will be sorted by a variety of attributes such as referenced planning document, mode (ped, bike or both), facility type, project extent, roadway segment and jurisdiction, estimated cost, project development phase, HIN alignment, application of Crash Modification Factors (CMF), and equity (e.g., whether the project is located in an area of Palm Desert experiencing elevated levels of housing burden, linguistic isolation, poverty, and/or environmental burden). We will also seek to identify overlaps between recommendations and whether such recommendations were developed independently or through earlier consolidation efforts. Attributes that support assessment of feasibility and connectivity may also be included.

This key information will be selected and refined in close consultation with City staff. We propose to conduct this review process concurrent with the selection of project prioritization criteria in Task 4.2 (discussed in detail below) to maximize the efficiency of information gathering. Additionally, we propose to complete the High Injury Network (HIN) and countermeasure analyses discussed in Task 5.1 (Identify and Develop Content for Dashboard and Monitoring Tool) prior to initiating our review and consolidation process in Task 4.1. This step will allow our review to be informed by these important analytical findings that may have significant bearing on project prioritization.

### Task 4.1 Deliverables

- Capital Project Spreadsheet (without prioritization)

## Task 4.2 Prioritize Capital Projects

Prioritization balances Palm Desert’s values and grant funding criteria with available data and tradeoffs to understand which projects will provide the greatest return on investment. Our criteria development process will be aligned with the review and consolidation process discussed in Task 4.1 and be informed by the systemic safety analyses conducted in Task 5.1. It will carefully consider community values, feasibility, and fundability. Like the prioritization processes used in the School and Seniors plans, our selection of metrics and methods will be informed by equity and work to ensure the benefit of underserved communities and the City as a whole.

Implementation grant selection criteria in the FY23 SS4A NOFO included five merit criteria: #1 Safety Impact; #2 Equity, Engagement, and Collaboration; #3 Effective Practices and Strategies; #4 Other DOT Strategic Goals; and #5 Supplemental Planning and Demonstration Activities. These will be carefully reviewed to inform criteria selection in our process and to develop a streamlined set of prioritization criteria taking other considerations and input from City staff into account. We will also review previously awarded SS4A Implementation Grant applications to glean information that may further strengthen future applications and merit inclusion in the prioritization process.

Alta’s Civic Analytics team has developed tools to streamline metric creation, score development, and overlay processes to efficiently deliver prioritization analysis. Based on the types of data available Alta can use qualitative scoring or percentile-based scores for comparing different metrics of success for projects. In consultation with City staff, Alta will establish weighting schemes for different prioritization scenarios and provide draft results for review by relevant stakeholders. The project prioritization methodology may also be used to identify “bundled” projects (projects combined for safety need or to facilitate implementation), depending on input from stakeholders and engineering judgment. Based on stakeholder review and a sensitivity analysis of results based on different weights, Alta will develop a preferred prioritization approach that will be documented in the Prioritization Methodology Memorandum. We will apply the adopted method(s) to the Capital Project Spreadsheet to produce the Updated Capital Project Spreadsheet with Prioritization.

## Task 4.2 Deliverables

- Meet with City staff to discuss prioritization methodology.
- Prioritization Methodology Memorandum
- Updated Capital Project Spreadsheet (with Prioritization)

## Task 4.3 Draft and Final Investment Strategy

Using the Updated Capital Project Spreadsheet with Prioritization, Alta will compile a list of Comprehensive Recommendations. These recommendations will include preliminary cost estimates that align with the requirements of the Caltrans Active Transportation Program and SS4A, so that the recommendations can be easily incorporated into future grant applications for implementation. Based on the ranking and cost of the Comprehensive Recommendations, along with the potential to bundle improvements to address specific needs or gain efficiencies, Alta will select \$10 - \$15 million in priority capital projects that align with previous SS4A implementation grant guidelines. We will work closely with City staff to select and refine this list of Grant Recommendations.

We will compile the Comprehensive Recommendations and Grant Recommendations along with the preliminary concept maps and other supporting materials in the Draft Public Investment Strategy (Strategy).

The Draft Strategy will also include a concise introduction acknowledging the USDOT and providing background on the SS4A program and indicating the City’s intent to use the Strategy document to pursue funds from this program. Further, the Draft Strategy will detail the project review and consolidation process and provide a chapter on the methodology used to prioritize projects for investment. Alta will meet with City staff to review this draft and garner feedback. Following resolution of comments, we will submit the Final Investment Strategy that will provide a clear roadmap for future funding pursuits and programming efforts once adopted by City Council.

# Funding Expertise

*Alta staff have assisted jurisdictions across the country to secure more than \$1 billion in grant funding for multimodal projects.*

Funding Source	Awarding Agency	Amount Procured
Affordable Housing and Sustainable Communities	California Department of Housing and Community Development	\$618,139,626
Round 3		\$44.8M
Round 4		\$103.9M
Round 5		\$131.3M
Round 6		\$181.5M
Round 7		\$156.5M
Active Transportation Program	Caltrans	\$186,392,305
Cycle 1		\$26.7M
Cycle 2		\$24.2M
Cycle 3		\$24.9M
Cycle 4		\$28.3M
Cycle 5 Quick-Build Pilot Program		\$874K
Cycle 5		\$39M
Cycle 6		\$34.2M
Highway Safety Improvement Program	Caltrans	\$2,600,000
Sustainable Transportation Grants	Caltrans	\$3,306,877
TIGER	USDOT	\$48,722,700
TIGER II		\$15M
TIGER IV		\$23.2M
TIGER V		\$10.5M
BUILD	USDOT	\$41,000,000
RAISE	USDOT	\$110,369,423
SMART	USDOT	\$2,000,000
Local Grants (includes funding sources for bicycle and pedestrian facilities, Safe Routes to School, trails and greenways, Complete Streets and Green Streets, and more)	Various (awarding agencies include cities, counties, transportation authorities, associations of government, and more)	\$84,316,430
<b>Total Funding Awarded:</b>		<b>1,096,847,361</b>

Our schedule for this Strategy will prepare the City to submit transformative improvements in the anticipated spring 2025 SS4A Implementation Grant cycle while our robust and inclusive planning process will help to ensure they are highly competitive for funding. Alta has an impressive track record of winning high-value capital improvement grants such as this for clients. For instance, our design, engagement, and grant writing support for the Pacific Electric Trail Expansion Feasibility Study led to the City of Rialto winning nearly \$7 million in Active Transportation Program funding to build the Pacific Electric Trail extension. We bring that same commitment to excellence and implementation to this effort.

### Task 4.3 Deliverables

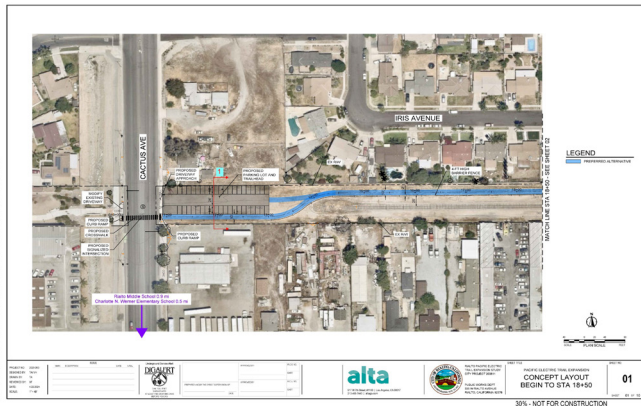
- Draft Investment Strategy including Preliminary Concept Maps
- Meet with City staff to discuss Draft Investment Strategy
- Draft Public Investment Strategy
- Final Investment Strategy

### Task 4.4 City Council Review and Approval

The Alta team will prepare a PowerPoint presentation highlighting the extent of plans reviewed; the prioritization process including criteria and weighting selection informed by inputs from City staff; and the purpose and findings of the investment strategy including presentation of Grant Recommendations along with cost estimates, descriptions, and preliminary concept maps from one or more highlighted projects. The structure and content of this presentation will be refined in consultation with City staff. This presentation will serve as the basis for the City Council to adopt the Final Investment Strategy. Per direction from City staff, Alta will provide relevant content for staff to complete staff reports in advance of this presentation. Following adoption of the Plan, a resolution will be added to the Final Investment Strategy.

### Task 4.4 Deliverables

- City Council Meeting - Presentation



*Alta staff frame our work so that clients win implementation funding.*



## Strategy 5 Dashboard and Monitoring Tool

The Alta team will leverage our industry-leading expertise in safety analytics and visualization to develop a Dashboard and Monitoring Tool that illustrates the current state of safety in Palm Desert and identifies initiatives that move the City closer to its targets. This dashboard is also envisioned to provide City staff with a highly automated mechanism to maintain their safety dashboard, track progress, and take ownership of how data informs their efforts.

### Task 5.1 Identify and Develop Content

#### Task 5.1.1 Systemic Safety Analysis Methodology Memo

Alta will conduct an initial review of available data sets prior to meeting with City staff. This review will incorporate Transportation Injury Mapping System (TIMS) or SWITRS data utilized for Collision and Gap Analysis tasks and other available data relating to infrastructure, safety conditions, and demographics such as OpenStreetMap and American Community Survey. The availability of Sheriff’s Department data and traffic operations center data will be assessed specifically for severe crashes that have yet to be processed through SWITRS. Additionally, Alta staff will review relevant planning documents such as the Local Roadway Safety Plan (2016) and Walk & Roll Bicycle & Pedestrian Gap Analysis (2022) to understand community needs and concerns along with relevant public input gathered in tasks 1 – 3.

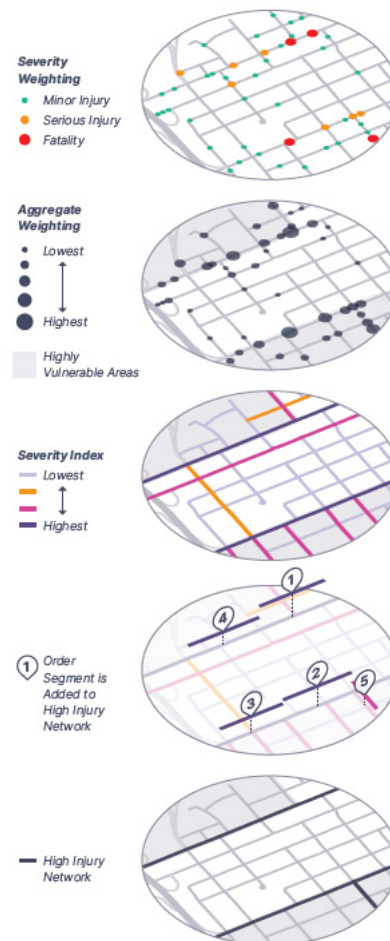
The Alta team will share the findings of this initial scan in a meeting with City staff along with any potential analysis implications based on data availability or fidelity. The Alta team will also solicit input on additional datasets available to the City and discuss potentially sensitive data that may require data sharing agreements or application of data scrubbing techniques in order to be incorporated into subsequent analysis and visualization tasks. For efficiency, Alta’s budget for this task assumes the use of readily available datasets.

Following these discussions, Alta will develop the Systemic Safety Analysis Methodology Memo which details the data inputs, methodologies, background information, data assumptions, and analysis outputs for each proposed analysis task and data deliverable in Task 5.

#### Task 5.1.2 High Injury Network Development

High injury networks (HINs) identify streets with the largest concentration of FSI collisions. These networks often illustrate that a small amount of improvable network can address the majority of FSI collisions. Alta will develop a HIN for the study area based on the risk implied from the intersection of the collision history with the street network to be cross referenced with related analyses included in the 2016 LRSP. These networks are often developed by a staged process of developing a risk index based on the collision types and severities and their intensity. Then, Alta will accumulate collisions to the network in the order of that index to identify a network with a significant proportion of collisions relative to the improvable length being targeted. Based on the appropriate threshold developed in coordination with feedback from City staff, Alta will create maps of a finalized HIN. Based on the HIN, Alta will take any analysis or available context and provide tabulations that explain the composition of streets, built form, and communities identified to be proximal to the HIN. In addition to supporting Dashboard and Monitoring Tool development, this analysis will also be used to inform the investment strategy prioritization in Task 4.2.

#### ALTA’S APPROACH TO DEVELOPING A HIGH INJURY NETWORK



### Task 5.1.3 Countermeasure Identification & Evaluation

Alta will conduct an evaluation of citywide collision patterns in Palm Desert with an aim to identify a short-list of countermeasures that could mitigate the risk of severe collisions. Leveraging this short list, Alta will pinpoint 2-4 countermeasures founded on either collision attributes or risk factors pertinent to the contextual scenario of a collision. Collision factors could encompass the nature of vehicle code violations, or the modes of transportation involved in the incident, whereas potential contextual risk assessments could span vehicle, bicycle, and pedestrian risk factors. These risk factors may comprise data on the number of traffic lanes, posted speed limits, types of bicycle facilities, the built environment, lighting presence, transit stops, median widths, horizontal curvature of the road, intervals between crossing opportunities, and intersection characteristics like traffic control types and signal presence or phasing. Alta acknowledges that not all risk factors may be thoroughly inventoried in available data and will adapt our approach accordingly.

Following this analysis, Alta will allocate countermeasures to either specific collisions or broader areas identified as candidates for potential deployment. The final mapping approach will be tailored based on City staff preferences and the intrinsic needs of the project. Crash Modification Factors (CMF) and/or Crash Reduction Factors (CRF) that are widely used in the traffic safety field and readily available on the CMF Clearinghouse will be applied to the selected countermeasures to provide an estimated effect size for each. As appropriate, these countermeasures and their CMF/CRF attributes can be incorporated as a layer in the Data Dashboard to provide a useful safety improvement tool for the City and its stakeholders. Additionally, our identification and evaluation of countermeasures will be used to inform the investment strategy prioritization in Task 4.2.

### Task 5.1 Deliverables

- Systemic Safety Analysis Methodology Memo
- HIN Maps and Tabulations
- Countermeasure Maps and CMF/CRS Assessment

Primary Collision Causes	FSI (%) <sup>1</sup>			Non-FSI (%) <sup>1</sup>			Grand Total (%) <sup>2</sup>
	Active	Motor Vehicle	Total	Active	Motor Vehicle	Total	
Unsafe Speed	12.2%	20.9%	17.2%	10.0%	30.7%	25.7%	25.0%
Automobile Right of Way <sup>3</sup>	7.5%	14.2%	11.4%	11.6%	19.3%	17.4%	16.9%
Improper Turning	8.6%	17.4%	13.7%	12.6%	15.6%	14.9%	14.8%
Traffic Signals and Signs	3.9%	6.5%	5.4%	5.8%	8.5%	7.8%	7.6%
Driving Under the Influence	2.7%	21.9%	13.8%	1.3%	8.5%	6.8%	7.4%
Pedestrian Right of Way <sup>3,4</sup>	28.8%	0.0%	12.2%	26.5%	0.0%	6.3%	6.8%
Wrong Side of Road	1.8%	6.0%	4.2%	6.5%	2.0%	3.1%	3.2%
Following Too Closely	0.0%	0.8%	0.5%	0.5%	4.1%	3.2%	3.0%
Other Improper Driving	1.6%	2.2%	1.9%	2.4%	3.2%	3.0%	2.9%
Pedestrian Violation	21.1%	0.0%	9.0%	9.3%	0.0%	2.2%	2.8%
Unknown	4.3%	2.3%	3.2%	4.3%	2.2%	2.7%	2.8%
Other Hazardous Violation	3.6%	0.0%	1.5%	3.7%	0.9%	1.6%	1.6%
Not Stated	1.6%	2.2%	1.9%	2.2%	1.2%	1.5%	1.5%
Other Than Driver (Or Pedestrian)	0.7%	2.5%	1.7%	0.7%	1.3%	1.2%	1.2%
Unsafe Lane Change	0.5%	0.5%	0.5%	0.5%	1.4%	1.2%	1.2%
Improper Passing	0.7%	1.3%	1.1%	1.5%	0.8%	0.9%	0.9%
Hazardous Parking	0.2%	0.8%	0.6%	0.1%	0.1%	0.1%	0.2%
Impeding Traffic	0.0%	0.3%	0.2%	0.1%	0.1%	0.1%	0.1%
Other Equipment	0.0%	0.0%	0.0%	0.1%	0.0%	0.1%	0.1%
Lights	0.0%	0.0%	0.0%	0.2%	0.0%	0.0%	0.0%
Brakes	0.2%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%

Collision cause analysis conducted for San Mateo County jurisdictions highlighting some of the most egregious factors.

## Task 5.2 Design Data Dashboard

The dashboard design process will kick off with a meeting with the relevant staff to grasp the desires and expectations for the dashboard, aiming to unify understanding of design objectives, functional requirements, and data metrics to be visualized. Following this dialogue, a design document will be crafted for review, featuring screenshots of the expected user interface, tabs, and pages, alongside a narrative outlining the backend infrastructure, anticipated APIs, web interface design, and overall application architecture.

Upon receiving feedback on the initial design document, a finalized version will be developed. This document will reflect the design refinements based on the feedback and serve as a definitive blueprint for the dashboard design, marking a significant step towards its development and deployment.

We propose to build the Safety Data Dashboard using ArcGIS's Online (AGOL) Experience Builder using a guest login provided by the city to their ArcGIS Online / Portal infrastructure. Alta has used Experience Builder extensively to build highly effective and user-friendly data dashboards such as **Nashville's Vision Zero Data Dashboard**. In Alta's experience, AGOL provides a cost-effective deployment solution for cities to maintain and host their own applications over time and aligns with the City's existing use of Esri products. If desired, Alta can explore alternative solutions in close collaboration with City staff and assess feasibility for implementation in alignment with allotted budget.

### Task 5.2 Deliverables

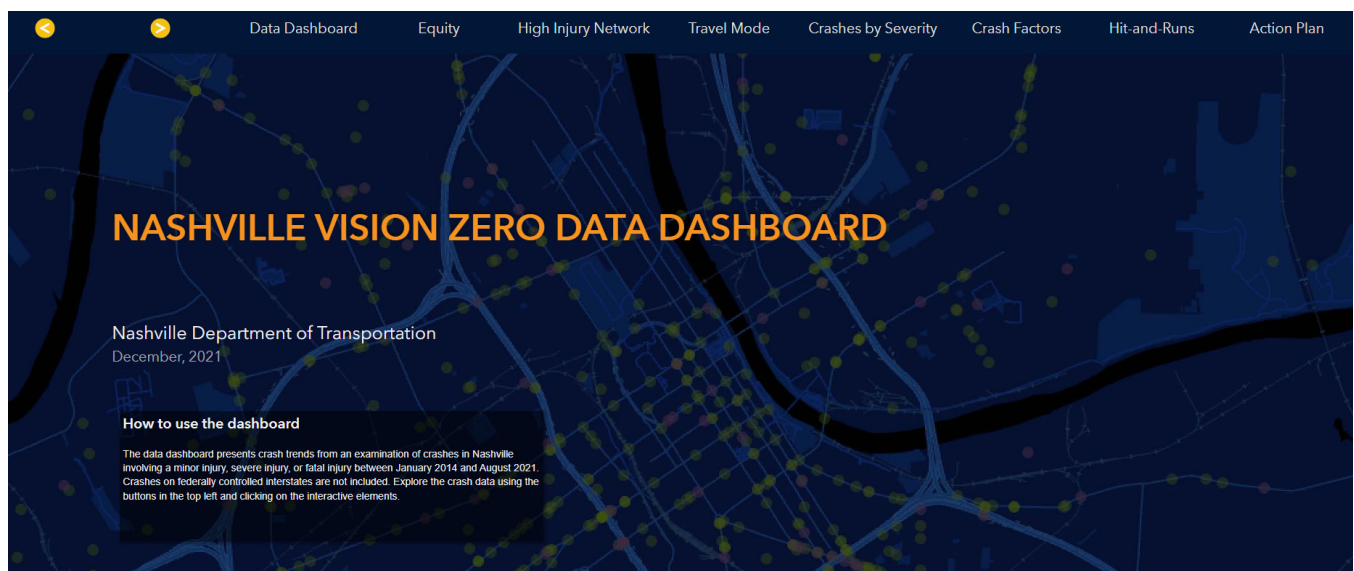
- Data Dashboard Technical Architecture Memorandum

## Task 5.3 Develop and Implement Data Dashboard

Alta will build a Safety Data Dashboard that will contain key findings and narratives that illustrate the current state of safety in the region, identifies performance measures to track progress, and identifies solutions and countermeasures that can be implemented to move the city closer to meeting their Vision Zero goals. This dashboard is envisioned to provide the city with a highly automated mechanism to maintain their safety dashboard, track progress, and take ownership of how data informs their Vision Zero efforts. Alta will also develop a Technical Documentation Memorandum to accompany the Data Dashboard which synthesizes the Systemic Safety Analysis Methodology Memorandum developed in Task 5.1 and the Data Dashboard Technical Architecture Memorandum developed in Task 5.2 supplemented with basic instructions for end users of the Data Dashboard.

### Task 5.3 Deliverables

- Data Dashboard
- Technical Documentation Memorandum for Data Dashboard



Alta created a Safety Data Dashboard for the City of Nashville that enables intuitive and transparent tracking of its Vision Zero Action Plan performance.

Contract No. \_\_\_\_\_

**EXHIBIT "A-I"**

**FEDERALLY REQUIRED PROVISIONS FOR SERVICES**

**(See Following Pages)**

Exhibit "A-I"

**U.S. DEPARTMENT OF TRANSPORTATION**

**EXHIBITS TO FHWA GRANT AGREEMENTS UNDER THE  
FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM**

**February 8, 2023**

**EXHIBIT A**  
**APPLICABLE FEDERAL LAWS AND REGULATIONS**

By entering into this agreement for a FY 2022 Safe Streets and Roads for All Grant, the Recipient assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

**General Federal Legislation**

- a. Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.
- b. Hatch Act – 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 - Section 106 – 54 U.S.C. 306108
- e. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. 312501, et seq.
- f. Native American Graves Protection and Repatriation Act – 25 U.S.C. 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. 7401, et seq.
- h. Section 404 of the Clean Water Act, as amended – 33 U.S.C. 1344
- i. Section 7 of the Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. 1536
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. 1451, et seq.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) – 42 U.S.C. 4012a
- l. Age Discrimination Act of 1975 – 42 U.S.C. 6101, et seq.
- m. American Indian Religious Freedom Act, P.L. 95-341, as amended
- n. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- o. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. 4541, et seq.
- p. Sections 523 and 527 of the Public Health Service Act of 1912, as amended – 42 U.S.C. 290dd through 290dd-2
- q. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq.
- r. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 – 42 U.S.C. 8373
- s. Contract Work Hours and Safety Standards Act – 40 U.S.C. 3701, et seq.
- t. Copeland Anti-kickback Act, as amended – 18 U.S.C. 874 and 40 U.S.C. 3145
- u. National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq.
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. 1271, et seq.
- w. Federal Water Pollution Control Act, as amended – 33 U.S.C. 1251-1376
- x. Single Audit Act of 1984 – 31 U.S.C. 7501, et seq.
- y. Americans with Disabilities Act of 1990 – 42 U.S.C. 12101, et seq.
- z. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681 through 1683 and 1685 through 1687
- aa. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. 794
- bb. Title VI of the Civil Rights Act of 1964 – 42 U.S.C. 2000d, et seq.
- cc. Title IX of the Federal Property and Administrative Services Act of 1949 – 40 U.S.C.

- 1101 -1104, 541, et seq.
- dd. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. 1352
- ee. Freedom of Information Act – 5 U.S.C. 552, as amended
- ff. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. 1855
- gg. Farmland Protection Policy Act of 1981 – 7 U.S.C. 4201, et seq.
- hh. Noise Control Act of 1972 – 42 U.S.C. 4901, et seq.
- ii. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. 661, et seq.
- jj. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. 401 and 525
- kk. Section 4(f) of the Department of Transportation Act of 1966 – 49 U.S.C. 303
- ll. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. 9601, et seq.
- mm. Safe Drinking Water Act – 42 U.S.C. 300f to 300j-26
- nn. Wilderness Act – 16 U.S.C. 1131-1136
- oo. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. 6901, et seq.
- pp. Migratory Bird Treaty Act – 16 U.S.C. 703, et seq.
- qq. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
- rr. Cargo Preference Act of 1954 – 46 U.S.C. 55305
- ss. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232

### **Executive Orders**

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11988 – Floodplain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12549 – Debarment and Suspension
- f. Executive Order 12898 – Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- g. Executive Order 13166 – Improving Access to Services for Persons With Limited English Proficiency
- h. Executive Order 13985 – Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America’s Workers
- j. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

### **General Federal Regulations**

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
- b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
- c. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
- d. Procedures for predetermination of wage rates – 29 C.F.R. Part 1

- e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
- f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
- g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60, et seq.
- h. New Restrictions on Lobbying – 49 C.F.R. Part 20
- i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21
- j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
- k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
- l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
- m. DOT’s implementation of DOJ’s ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
- n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
- o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
- p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
- q. DOT’s implementing ADA regulations for transit services and transit vehicles, including the DOT’s standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
- r. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26 (as applicable under section 18.3 of this agreement)

**Office of Management and Budget Circulars**

- a. Any applicable OMB Circular based upon the specific FY 2022 Safe Streets and Roads for All Grant Recipient.

**Highway Federal Legislation**

- a. Agreements relating to the use of an access to rights-of-way—Interstate System, 23 U.S.C. 111
- b. Planning, 23 U.S.C. 134 and 135 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- c. Tolls, 23 U.S.C. 301 (to the extent the recipient wishes to toll an existing free facility that has received Title 23 funds in the past); except as authorized by 23 U.S.C. 129 and 166.
- d. Efficient Environmental Reviews - 23 U.S.C. 139



- e. Policy on lands, wildlife and waterfowl refuges, and historic sites - 49 U.S.C. 303

**Federal Highway Regulations**

- a. Planning – 23 C.F.R. Part 450 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- b. National Highway System Design Standards – 23 C.F.R. Part 625
- c. Location and Hydraulic Design of Encroachments on Flood Plains – 23 C.F.R. Part 650 Subpart A
- d. Manual on Uniform Traffic Control Devices – 23 C.F.R. Part 655
- e. Length, Width and Weight Limitations – 23 C.F.R. Part 658
- f. Environmental Impact and Related Procedures – 23 C.F.R. Part 771
- g. Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites (Section 4(f)) – 23 C.F.R. Part 774
- h. Permitting Requirements under the National Pollutant Discharge Elimination System – 40 C.F.R. Part 122

Specific assurances required to be included in the FY 2022 Safe Streets and Roads for All Grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

**EXHIBIT B**  
**ADDITIONAL STANDARD TERMS**

**TERM B.1**  
**TITLE VI ASSURANCE**  
**(Implementing Title VI of the Civil Rights Act of 1964, as amended)**

**ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED  
PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL  
FINANCIAL ASSISTANCE**

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities  
Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37 and 38

**The United States Department of Transportation (USDOT)**

**Standard Title VI/Non-Discrimination Assurances**

**DOT Order No. 1050.2A**

By signing and submitting the Technical Application and by entering into this agreement under the FY 2022 Safe Streets and Roads for All (SS4A) grant program, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), it is subject to and will comply with the following:

**Statutory/Regulatory Authorities**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

**General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the FHWA.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

### **Specific Assurances**

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FY 2022 SS4A grant program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the FY 2022 SS4A Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*“The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely,



complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FY 2022 SS4A grant program. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FY 2022 SS4A grant program.

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant

thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX B

### CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

**NOW, THEREFORE**, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), 49 U.S.C. § 6702, the Regulations for the Administration of FY 2022 SS4A grant program, and the policies and procedures prescribed by the Federal Highway Administration (FHWA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

#### (HABENDUM CLAUSE)

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

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)



## APPENDIX C

### CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

- A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
  - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX D

### CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

- A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

**TERM B.2**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER**  
**RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS**

**2 C.F.R. Parts 180 and 1200**

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FY 2022 SS4A grant program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2022 SS4A Grant, as set out below.

**1. Instructions for Certification – First Tier Participants:**

a. The prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms “covered transaction,” “civil judgment,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of

Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered



transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**TERM B.3**  
**REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY**  
**CONVICTION UNDER ANY FEDERAL LAW**

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

“**Covered Transaction**” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

“**Felony Conviction**” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

“**Participant**” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

“**Tax Delinquency**” means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the “SAM”) at <http://www.sam.gov/> for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

- (1) Certify whether the entity has a Tax Delinquency; and
- (2) Certify whether the entity has a Felony Conviction.

4 **Prohibition. If**

- (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;
- (2) an entity provides an affirmative response to either certification in section 3; or
- (3) an entity’s certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT.**

- (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.
- (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.
- (c) If the Recipient knows that a Participant’s certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

- (1) require the SAM check in section 2;
- (2) require the certifications in section 3;
- (3) include the prohibition in section 4; and

(4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

**TERM B.4**  
**RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING**

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, “**Motor Vehicles**” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, “**Driving**” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, “**Text messaging**” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the “**Government**” includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While

Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

(1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts*. To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.



**EXHIBIT C**  
**QUARTERLY PROJECT PROGRESS REPORTS AND RECERTIFICATIONS:**  
**FORMAT AND CONTENT**

**1. Purpose.** The purpose of the Quarterly Project Progress Reports and Recertifications under this agreement for the FY 2022 SS4A grant program are to ensure that the project scope, schedule, and budget will be maintained to the maximum extent possible.

**2. Format and Content.** The Recipient shall produce a quarterly cost, schedule, and status report that contains the sections enumerated in the following list. At the discretion of the USDOT, modifications or additions can be made to produce a quarterly reporting format that will most effectively serve both the Recipient and the USDOT. Some projects will have a more extensive quarterly status than others. For smaller projects, the USDOT may determine that the content of the quarterly reports will be streamlined and project status meetings will be held on a less-frequent basis. The first quarterly progress report should include a detailed description and, where appropriate, drawings of the items funded.

**(a) Project Overall Status.** This section provides an overall status of the project's scope, schedule and budget. The Recipient shall note and explain any deviations from the scope of work, the schedule, or the budget that are described in this agreement.

**(b) Project Significant Activities and Issues.** This section provides highlights of key activities, accomplishments, and issues occurring on the project during the previous quarter. Activities and deliverables to be reported on should include meetings, audits and other reviews, design packages submitted, advertisements, awards, construction submittals, construction completion milestones, submittals related to any applicable Recovery Act requirements, media or Congressional inquiries, value engineering/constructability reviews, and other items of significance.

**(c) Action Items/Outstanding Issues.** This section should draw attention to, and track the progress of, highly significant or sensitive issues requiring action and direction in order to resolve. The Recipient should include administrative items and outstanding issues that could have a significant or adverse effect on the project's scope, schedule, or budget. Status, responsible person(s), and due dates should be included for each action item/outstanding issue. Action items requiring action or direction should be included in the quarterly status meeting agenda. The action items/outstanding issues may be dropped from this section upon full implementation of the remedial action, and upon no further monitoring anticipated.

**(d) Project Scope Overview.** The purpose of this section is to provide a further update regarding the project scope. If the original scope contained in the grant agreement is still accurate, this section can simply state that the scope is unchanged.

**(e) Project Schedule.** An updated master program schedule reflecting the current status of the program activities should be included in this section. A Gantt (bar) type chart is probably the most appropriate for quarterly reporting purposes, with the ultimate

format to be agreed upon between the Recipient and the USDOT. It is imperative that the master program schedule be integrated, i.e., the individual contract milestones tied to each other, such that any delays occurring in one activity will be reflected throughout the entire program schedule, with a realistic completion date being reported. Narratives, tables, and/or graphs should accompany the updated master program schedule, basically detailing the current schedule status, delays and potential exposures, and recovery efforts. The following information should also be included:

- Current overall project completion percentage vs. latest plan percentage.
- Completion percentages vs. latest plan percentages for major activities such as right-of-way, major or critical design contracts, major or critical construction contracts, and significant force accounts or task orders. A schedule status description should also be included for each of these major or critical elements.
- Any delays or potential exposures to milestone and final completion dates. The delays and exposures should be quantified, and overall schedule impacts assessed. The reasons for the delays and exposures should be explained, and initiatives being analyzed or implemented in order to recover the schedule should be detailed.

**(f) Project Cost.** An updated cost spreadsheet reflecting the current forecasted cost vs. the latest approved budget vs. the baseline budget should be included in this section. One way to track project cost is to show: (1) Baseline Budget, (2) Latest Approved Budget, (3) Current Forecasted Cost Estimate, (4) Expenditures or Commitments to Date, and (5) Variance between Current Forecasted Cost and Latest Approved Budget. Line items should include all significant cost centers, such as prior costs, right-of-way, preliminary engineering, environmental mitigation, general engineering consultant, section design contracts, construction administration, utilities, construction packages, force accounts/task orders, wrap-up insurance, construction contingencies, management contingencies, and other contingencies. The line items can be broken-up in enough detail such that specific areas of cost change can be sufficiently tracked and future improvements made to the overall cost estimating methodology. A Program Total line should be included at the bottom of the spreadsheet. Narratives, tables, and/or graphs should accompany the updated cost spreadsheet, basically detailing the current cost status, reasons for cost deviations, impacts of cost overruns, and efforts to mitigate cost overruns. The following information should be provided:

- Reasons for each line item deviation from the approved budget, impacts resulting from the deviations, and initiatives being analyzed or implemented in order to recover any cost overruns.
- Transfer of costs to and from contingency line items, and reasons supporting the transfers.

- Speculative cost changes that potentially may develop in the future, a quantified dollar range for each potential cost change, and the current status of the speculative change. Also, a comparison analysis to the available contingency amounts should be included, showing that reasonable and sufficient amounts of contingency remain to keep the project within the latest approved budget.
- Detailed cost breakdown of the general engineering consultant (GEC) services (if applicable), including such line items as contract amounts, task orders issued (amounts), balance remaining for tasks, and accrued (billable) costs.
- Federal obligations and/or disbursements for the project, compared to planned obligations and disbursements.

**(g) Federal Financial Report (SF-425).** The Federal Financial Report (SF-425) is a financial reporting form used throughout the Federal Government Grant system. Recipients shall complete this form and attach it to each quarterly Project Progress and Monitoring Report. The form is available at <https://www.grants.gov/forms/post-award-reporting-forms.html>.

**(h) Certifications.**

- i. A certification that the Recipient is in compliance with 2 C.F.R. 200.303 (Internal Controls) and 2 C.F.R. Part 200, Subpart F (Audit Requirements).
- ii. The certification required under 2 C.F.R. 200.415(a).

**EXHIBIT D  
FORM FOR SUBSEQUENT OBLIGATION OF FUNDS**

The USDOT and **[recipient name]** entered a grant agreement for the **[project name]** that was executed by the USDOT on **[date of USDOT signature on original agreement]** (the “Agreement”).

This instrument obligates **[\$XXX]** for **[insert portion of project listed in the Agreement]**.

**[Recipient name]** states that:

- (1) the Agreement accurately describe the Project’s activities;
- (2) for each completion date listed in the Agreement, the Recipient’s estimate for that milestone is not more than six months after the date listed in the Agreement;
- (3) comparing the Project’s current budget with the amounts listed in the Agreement, the “Non-Federal Funds” amount has not decreased and the total eligible project costs amount has not decreased; and
- (4) under the terms of article 21 of the General Terms and Conditions, the Recipient is not presently required to request a modification to the Agreement.

**[Recipient name]** acknowledges that USDOT is acting in reliance on the Recipient’s statements above.

	By:	
Date		Signature of Recipient’s Authorized Representative
		<b>[insert name]</b>
		Name
		<b>[insert title]</b>
		Title

The USDOT has determined that all applicable Federal requirements for obligating these funds are satisfied.

\_\_\_\_\_ By: \_\_\_\_\_  
Date Signature of USDOT's Authorized Representative  
  
[insert name]  
\_\_\_\_\_  
Name  
  
[insert title]  
\_\_\_\_\_  
Title

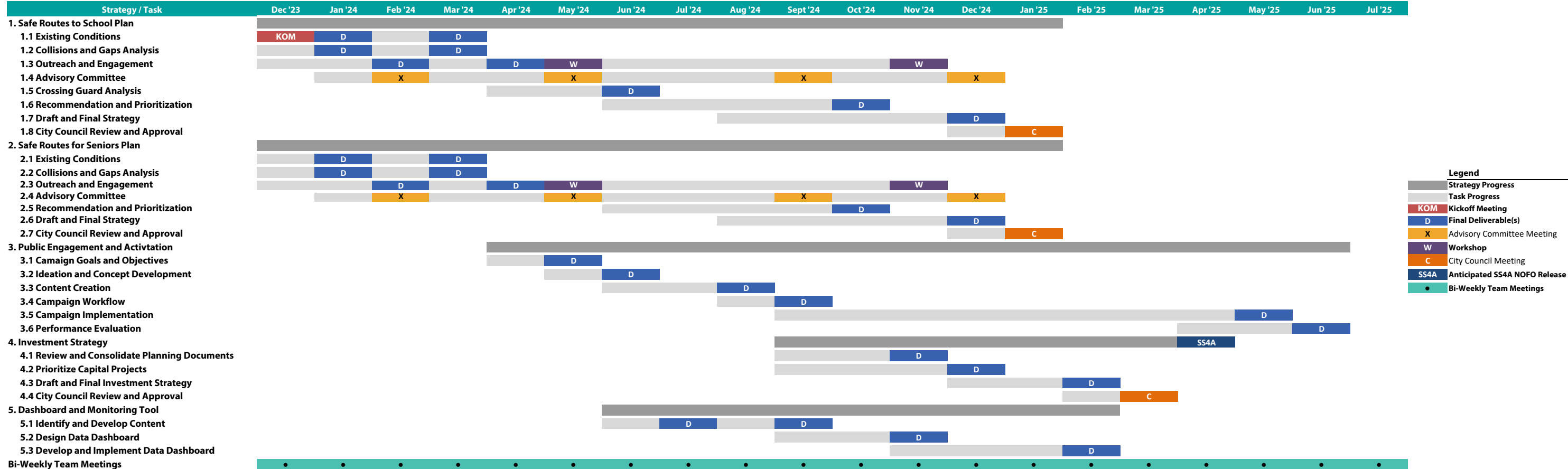
Contract No. \_\_\_\_\_

**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**  
**(See Following Pages)**



# Schedule

This proposed schedule reflects the scope outlined in this proposal and establishes an expedited yet achievable timeline to submit high priority capital improvements for FY25 SS4A Implementation Grant funding. The Alta team is flexible in our approach and looks forward to working with the City to finalize the scope and schedule to meet the needs of the project.



- Legend**
- Strategy Progress
  - Task Progress
  - KOM Kickoff Meeting
  - D Final Deliverable(s)
  - X Advisory Committee Meeting
  - W Workshop
  - C City Council Meeting
  - SS4A Anticipated SS4A NOFO Release
  - Bi-Weekly Team Meetings

Contract No. \_\_\_\_\_

**EXHIBIT "C"**  
**COMPENSATION**  
**(See Following Pages)**

# Budget

This proposed lump-sum, not-to-exceed budget reflects the scope outlined in Alta’s proposal. Our proposed funding allocations reflect the Alta team’s experience delivering similar work products and will provide the most efficient resources and staffing to deliver the Vision Zero Strategy Scope of Services (Scope) while ensuring excellent quality. The following table documents our proposed reallocations between funding categories in the Scope to ensure this efficiency and excellence:

Table 1. Alta's proposed funding category reallocations.

Strategy	Funding Categories in Scope	Alta's Proposed Funding Categories	Difference from Scope
1) Safe Routes to School Plan	\$320,000	\$257,264	-\$62,736
2) Safe Routes for Seniors Plan	\$80,000	\$155,508	+\$75,508
3) Public Engagement and Activation	\$400,000	\$403,115	+\$3,115
4) Investment Strategy	\$100,000	\$75,780	-\$24,220
5) Dashboard and Monitoring Tool	\$50,000	\$57,253	+7,253
<b>TOTAL</b>	<b>\$950,000</b>	<b>\$948,920</b>	<b>-\$1,080</b>

We have also provided a summary of labor hours and total labor costs for each strategy along with associated Reimbursable Expenses and Travel. Alta’s proposal does not include “Additional Work” as defined in the Agreement. However, we have provided our labor buildup for the existing Scope of Services including calendar year (CY) 2024 and CY 2025 hourly rates for proposed project personnel should the City of Palm Desert choose to authorize Additional Work in the future. The Alta team is flexible in our approach and looks forward to working with the City to finalize the scope and budget to meet the needs of Palm Desert and the project.

Table 2. Summary fee proposal including labor costs and reimbursable expenses/travel.

Strategy	Total Hours	Labor Total	Total Fee
<b>1 Safe Routes to School Plan</b>	<b>1283</b>	<b>\$241,264</b>	<b>\$257,264</b>
<b>Reimbursable Expenses &amp; Travel (Strategy 1)</b>			<b>\$16,000</b>
<b>Traffic Counts</b>			<b>\$11,500</b>
<b>Online Mapping Tool Hosting/Licensing</b>			<b>\$1,000</b>
<b>Printing and Materials</b>			<b>\$1,000</b>
<b>Travel</b>			<b>\$2,500</b>
<b>2 Safe Routes for Seniors Plan</b>	<b>832</b>	<b>\$148,508</b>	<b>\$155,508</b>
<b>Reimbursable Expenses &amp; Travel (Strategy 2)</b>			<b>\$7,000</b>
<b>Traffic Counts</b>			<b>\$4,000</b>
<b>Online Mapping Tool Hosting/Licensing</b>			<b>\$1,000</b>
<b>Printing and Materials</b>			<b>\$500</b>
<b>Travel</b>			<b>\$1,500</b>
<b>3 Public Engagement and Activation</b>	<b>1270</b>	<b>\$215,365</b>	<b>\$403,115</b>
<b>Reimbursable Expenses &amp; Travel (Strategy 3)</b>			<b>\$187,750</b>
<b>Media Buys</b>			<b>\$185,000</b>
<b>Printing and Materials</b>			<b>\$1,000</b>
<b>Travel</b>			<b>\$1,750</b>
<b>4 Investment Strategy</b>	<b>393</b>	<b>\$75,780</b>	<b>\$75,780</b>
<b>Reimbursable Expenses &amp; Travel (Strategy 4)</b>			<b>\$250</b>
<b>Travel</b>			<b>\$250</b>
<b>5 Dashboard &amp; Monitoring Tool</b>	<b>311</b>	<b>\$57,253</b>	<b>\$57,253</b>
<b>Total</b>	<b>4089</b>	<b>\$738,170</b>	<b>\$948,920</b>

Table 3. CY 2024 Labor Buildup and Personnel Rates

Task	Phase Names	Alta Planning + Design, Inc.																				Idea Peddler			Total Task Hours	Total Task Fee
		Principal - Planner	Senior Associate Planner	Associate Planner I	Senior Associate Planner	Principal - Engineer	Planner III	Engineering Designer II	Civic Analytics Leader	GIS Manager	Civic Data Analyst I	Designer	Planner II	Planner II	Technical Editor	Graphic Design Studio Lead	Web Developer III	Principal - Programs	Senior Programs Associate	Project Accountant	VP	Assoc Director	Planner			
		Sam Corbett	Les Brown	Kaitlin Scott	Kristin Haukom	Ashley Haire	Devan Gelle	Talia Agazaryan	David Wasserman	Kim Voros	Rohan Oprisko	Daniel Olken	Eric Purcell	Kelly Lei	Katie Atkins	Nancy Chen	Zane Taylor	Cathy Cibor	Anna Gore	Jorge Mil Arias	\$250	\$185	\$110			
	2024 Hourly Rate*	\$330	\$245	\$190	\$245	\$285	\$140	\$175	\$245	\$190	\$150	\$130	\$130	\$140	\$150	\$190	\$175	\$245	\$190	\$115	\$250	\$185	\$110			
<b>1</b>	<b>Safe Routes to School Plan</b>	<b>47</b>	<b>154</b>	<b>154</b>	<b>110</b>	<b>48</b>	<b>0</b>	<b>100</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>36</b>	<b>280</b>	<b>148</b>	<b>0</b>	<b>118</b>	<b>20</b>	<b>12</b>	<b>20</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1271</b>	<b>\$238,450</b>	
1.1	Existing Conditions	2	8		2	2				2			34	34										84	\$13,240	
1.2	Collisions and Gaps Analysis	4	7		2	2				2			34	34										85	\$13,655	
1.3	Outreach and Engagement	10	46	78	36					2		20	120	80		38	20	12	20	8				490	\$86,370	
1.4	Advisory Committee	6	16	16	5								12							8				63	\$12,645	
1.5	Crossing Guard Analysis	4	7		24	4							16											55	\$12,135	
1.6	Recommendation and Prioritization	12	42	40	20	32		100		2			40											288	\$58,950	
1.7	Draft and Final Strategy	8	20	20	20	8						16	20			80								192	\$38,400	
1.8	City Council Review and Approval	1	8		1								4											14	\$3,055	
<b>2</b>	<b>Safe Routes for Seniors Plan</b>	<b>12</b>	<b>119</b>	<b>129</b>	<b>12</b>	<b>20</b>	<b>0</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>186</b>	<b>138</b>	<b>8</b>	<b>76</b>	<b>20</b>	<b>12</b>	<b>20</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>824</b>	<b>\$146,565</b>	
2.1	Existing Conditions	2	5	8		2							30	40										87	\$13,475	
2.2	Collisions and Gaps Analysis	2	4	5		2							16	30										59	\$9,440	
2.3	Outreach and Engagement	2	30	36								8	50	48		36	20	12	20	8				270	\$47,110	
2.4	Advisory Committee	1	20	18																8				47	\$9,570	
2.5	Recommendation and Prioritization	2	24	30	4	8		40					40											148	\$27,700	
2.6	Draft and Final Strategy	2	28	30	8	8						8	50	20	8	40								202	\$36,600	
2.7	City Council Review and Approval	1	8	2																				11	\$2,670	
<b>3</b>	<b>Public Engagement and Activation</b>	<b>0</b>	<b>36</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>60</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>60</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>28</b>	<b>32</b>	<b>154</b>	<b>225</b>	<b>287</b>	<b>904</b>	<b>\$151,105</b>	
3.1	Campaign Goals and Objectives		8															2		8	10	18	20	66	\$11,400	
3.2	Ideation and Concept Development		6															8	14	8	24	38	32	130	\$23,560	
3.3	Content Creation		6															4	10	8	40	68	75	211	\$36,100	
3.4	Campaign Workflow		8															2		8	14	15	20	67	\$11,845	
3.5	Campaign Implementation		8		4		60						60					2	4		42	54	62	296	\$47,700	
3.6	Performance Evaluation																			24	32	78		134	\$20,500	
<b>4</b>	<b>Investment Strategy</b>	<b>5</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>14</b>	<b>26</b>	<b>20</b>	<b>13</b>	<b>0</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>47</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>197</b>	<b>\$37,145</b>	
4.1	Review and Consolidate Planning Documents	1	11			3	4							29										48	\$8,500	
4.2	Prioritize Capital Projects	2	10			5	6							8										73	\$13,745	
4.3	Draft and Final Investment Strategy	1	10			5	8	20	2					10										56	\$10,715	
4.4	City Council Review and Approval	1	9			1	8		1															20	\$4,185	
<b>5</b>	<b>Dashboard and Monitoring Tool</b>	<b>3</b>	<b>18</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>42</b>	<b>0</b>	<b>176</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>247</b>	<b>\$43,010</b>	
5.1	Identify and Develop Content	1	8						12				56								4			81	\$14,090	
5.2	Design Data Dashboard	1	5						14				32								4			56	\$10,245	
5.3	Develop and Implement Data Dashboard	1	5						16				88											110	\$18,675	
	<b>Staff Hours</b>	<b>67</b>	<b>367</b>	<b>283</b>	<b>126</b>	<b>82</b>	<b>86</b>	<b>160</b>	<b>55</b>	<b>8</b>	<b>208</b>	<b>52</b>	<b>526</b>	<b>333</b>	<b>8</b>	<b>194</b>	<b>40</b>	<b>42</b>	<b>68</b>	<b>72</b>	<b>154</b>	<b>225</b>	<b>287</b>	<b>3443</b>	<b>\$587,355</b>	
	<b>Labor Total</b>	<b>\$22,110</b>	<b>\$89,915</b>	<b>\$53,770</b>	<b>\$30,870</b>	<b>\$23,370</b>	<b>\$12,040</b>	<b>\$28,000</b>	<b>\$13,475</b>	<b>\$1,520</b>	<b>\$31,200</b>	<b>\$12,040</b>	<b>\$68,380</b>	<b>\$46,620</b>	<b>\$1,200</b>	<b>\$36,860</b>	<b>\$7,000</b>	<b>\$10,290</b>	<b>\$12,920</b>	<b>\$8,280</b>	<b>\$38,500</b>	<b>\$41,625</b>	<b>\$31,570</b>		<b>\$616,275</b>	
	<b>Project Total</b>	<b>\$22,110</b>	<b>\$89,915</b>	<b>\$53,770</b>	<b>\$30,870</b>	<b>\$23,370</b>	<b>\$12,040</b>	<b>\$28,000</b>	<b>\$13,475</b>	<b>\$1,520</b>	<b>\$31,200</b>	<b>\$12,040</b>	<b>\$68,380</b>	<b>\$46,620</b>	<b>\$1,200</b>	<b>\$36,860</b>	<b>\$7,000</b>	<b>\$10,290</b>	<b>\$12,920</b>	<b>\$8,280</b>	<b>\$38,500</b>	<b>\$41,625</b>	<b>\$31,570</b>		<b>\$616,275</b>	

GENERAL NOTES:  
 \* This fee proposal is valid for 90 days from the date submitted.  
 \* Hours and staff assignments can be adjusted by the consultant as needed to implement the tasks described during the course of the project.  
 \* Hourly rates will be adjusted if work is continued into subsequent year(s).



Table 4. CY 2025 Labor Buildup and Personnel Rates

Task	Phase Names	Alta Planning + Design, Inc.																			Idea Peddler			Total Task Hours	Total Task Fee								
		Principal - Planner	Senior Associate Planner	Associate Planner I	Senior Associate Planner	Principal - Engineer	Planner III	Engineering Designer II	Civic Analytics Leader	GIS Manager	Civic Data Analyst I	Designer	Planner II	Planner II	Technical Editor	Graphic Design Studio Lead	Web Developer III	Principal - Programs	Senior Programs Associate	Project Accountant	VP+	Assoc. Dir +	Planner										
		Sam Corbett	Les Brown	Kaitlin Scott	Kristin Haukom	Ashley Haire	Devan Gelle	Talia Agazaryan	David Wasserman	Kim Voros	Rohan Oprisko	Samantha Hernandez	Eric Purcell	Kelly Lei	Katie Atkins	Nancy Chen	Zane Taylor	Cathy Cibor	Anna Gore	Jorge Mil Arias	\$250	\$185	\$110										
	2025 Hourly Rate*	\$347	\$257	\$200	\$257	\$299	\$147	\$184	\$257	\$200	\$158	\$137	\$137	\$147	\$158	\$200	\$184	\$257	\$200	\$121													
<b>1</b>	<b>Safe Routes to School Plan</b>	<b>1</b>	<b>6</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>\$2,814</b>
1.1	Existing Conditions																														0	\$0	
1.2	Collisions and Gaps Analysis																														0	\$0	
1.3	Outreach and Engagement																														0	\$0	
1.4	Advisory Committee																														0	\$0	
1.5	Crossing Guard Analysis																														0	\$0	
1.6	Recommendation and Prioritization																														0	\$0	
1.7	Draft and Final Strategy																														0	\$0	
1.8	City Council Review and Approval	1	6		2								3																	12	\$2,814		
<b>2</b>	<b>Safe Routes for Seniors Plan</b>	<b>0</b>	<b>6</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>\$1,943</b>	
2.1	Existing Conditions																														0	\$0	
2.2	Collisions and Gaps Analysis																														0	\$0	
2.3	Outreach and Engagement																														0	\$0	
2.4	Advisory Committee																														0	\$0	
2.5	Recommendation and Prioritization																														0	\$0	
2.6	Draft and Final Strategy																														0	\$0	
2.7	City Council Review and Approval		6	2																											8	\$1,943	
<b>3</b>	<b>Public Engagement and Activation</b>	<b>0</b>	<b>22</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>8</b>	<b>0</b>	<b>80</b>	<b>114</b>	<b>140</b>	<b>366</b>	<b>\$64,260</b>						
3.1	Campaign Goals and Objectives		2																												2	\$515	
3.2	Ideation and Concept Development		4																		1	2								7	\$1,685		
3.3	Content Creation		4																		1	6	24	38	42	115				115	\$20,133		
3.4	Campaign Workflow		4																				12	12	16	44				44	\$8,009		
3.5	Campaign Implementation		4																				28	48	40	120				120	\$21,309		
3.6	Performance Evaluation		4																				16	16	42	78				78	\$12,609		
<b>4</b>	<b>Investment Strategy</b>	<b>5</b>	<b>38</b>	<b>0</b>	<b>0</b>	<b>14</b>	<b>26</b>	<b>20</b>	<b>13</b>	<b>0</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>48</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>196</b>	<b>\$38,635</b>	
4.1	Review and Consolidate Planning Documents	1	8			3	4							30																46	\$8,300		
4.2	Prioritize Capital Projects	2	10			5	6		10		32			8																73	\$14,432		
4.3	Draft and Final Investment Strategy	1	10			5	8	20	2					10																56	\$11,251		
4.4	City Council Review and Approval	1	10			1	8		1																					21	\$4,652		
<b>5</b>	<b>Dashboard and Monitoring Tool</b>	<b>1</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>17</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>64</b>	<b>\$14,243</b>		
5.1	Identify and Develop Content																														0	\$0	
5.2	Design Data Dashboard		2																												2	\$515	
5.3	Develop and Implement Data Dashboard	1	4						17	40																					62	\$13,729	
	<b>Staff Hours</b>	<b>7</b>	<b>78</b>	<b>2</b>	<b>2</b>	<b>14</b>	<b>26</b>	<b>20</b>	<b>30</b>	<b>40</b>	<b>32</b>	<b>0</b>	<b>3</b>	<b>48</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>8</b>	<b>0</b>	<b>80</b>	<b>114</b>	<b>140</b>	<b>646</b>	<b>\$107,651</b>						
	<b>Labor Total</b>	<b>\$2,426</b>	<b>\$20,066</b>	<b>\$399</b>	<b>\$515</b>	<b>\$4,190</b>	<b>\$3,822</b>	<b>\$3,675</b>	<b>\$7,718</b>	<b>\$7,980</b>	<b>\$5,040</b>	<b>\$0</b>	<b>\$410</b>	<b>\$7,056</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$515</b>	<b>\$1,596</b>	<b>\$0</b>	<b>\$20,000</b>	<b>\$21,090</b>	<b>\$15,400</b>								<b>\$121,895</b>		
	<b>Project Total</b>	<b>\$2,426</b>	<b>\$20,066</b>	<b>\$399</b>	<b>\$515</b>	<b>\$4,190</b>	<b>\$3,822</b>	<b>\$3,675</b>	<b>\$7,718</b>	<b>\$7,980</b>	<b>\$5,040</b>	<b>\$0</b>	<b>\$410</b>	<b>\$7,056</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$515</b>	<b>\$1,596</b>	<b>\$0</b>	<b>\$20,000</b>	<b>\$21,090</b>	<b>\$15,400</b>								<b>\$121,895</b>		

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 \* This fee proposal is valid for 90 days from the date submitted.  
 \* Hours and staff assignments can be adjusted by the consultant as needed to implement the tasks described during the course of the project.  
 \* Hourly rates will be adjusted if work is continued into subsequent year(s).