

**TAHOE REGIONAL PLANNING AGENCY
REGIONAL PLANNING DEPARTMENT
REQUEST FOR PROPOSALS (RFP)**

**Tahoe Basin Housing Initiative:
Affordable Housing Parking Study
RFP #240016**

Announcement: May 3, 2024

Project Description: The Tahoe Regional Planning Agency (TRPA) is requesting proposals for the services of a qualified consultant to help identify the demand for parking spaces at affordable and workforce housing developments in the region. By identifying the actual parking demand for such housing projects, the work completed under this RFP will help make affordable housing more financially feasible.

Evaluation: Proposals will be evaluated according to the criteria in section 4 of this document.

Deadline: Friday, May 8, 2024, 11:59 PM PST – Bidding Firms’ Questions Due
Friday, May 24, 2024, 11:59 PM PST – Deadline for Proposal Submissions

Questions: All questions should be submitted in writing to the RFP Coordinator:

Alyssa Bettinger
Tahoe Regional Planning Agency
PO Box 5310
128 Market Street
Stateline, NV 89449
775-589-5301
abettinger@trpa.gov

1. Introduction and Agency Background

Introduction:

Beginning in 2020, TRPA began work on the Tahoe Living Initiative, which implements the housing and community revitalization goals of the Regional Plan. It identifies key actions that TRPA can take to create complete communities that provide housing for all, an appropriate mix of uses to support vibrant, walkable, bikeable, transit-friendly neighborhoods, and the necessary infrastructure to protect our unique and precious environment. TRPA formed a working group made up of representatives with expertise in the development of affordable housing to help guide the policy changes undertaken in the initiative. As the permitting authority for the basin (along with the local jurisdictions, i.e., the City of South Lake Tahoe and four counties), TRPA can change zoning and development standards to help make affordable housing more financially viable.

TRPA Background Information:

Established in 1969, by a Federally sponsored, interstate compact between California and Nevada, TRPA is authorized under California law (California Government Code sections 66800 through 66801), Nevada law (NRS 277.190 through 227.200), and Federal law (PL 96-551).

The mission of TRPA is to “lead the cooperative effort to preserve, restore, and enhance the unique natural and human environment of the Lake Tahoe Region, while improving local communities, and people’s interactions with our irreplaceable environment.” TRPA is the leading partner for plans and actions to preserve the environment of the Tahoe region. TRPA establishes transportation and land use policy as the region’s Metropolitan Planning Organization and works with local, regional, state, and Federal organizations and governments to facilitate a cooperative approach in implementing these plans and programs. The TRPA Regional Plan is designed to maintain a healthy natural environment, meet adopted environmental thresholds, maintain social and economic health, and allow orderly growth in the Region.

TRPA is governed by a 15-member Board. California and Nevada each have seven members comprised of elected officials and governmental appointees. In addition, a non-voting member is appointed by the President of the United States. Further information can be obtained at TRPA’s website at www.trpa.gov.

Lake Tahoe faces a constant and serious threat from the introduction and spread of aquatic invasive species (AIS). AIS can devastate aquatic ecosystems, and negatively impact the recreation opportunities that drive Lake Tahoe’s economy. The Lake Tahoe Aquatic Invasive Species Program’s mission is to prevent, detect, and control aquatic invasive species in the region so that future generations can enjoy Lake Tahoe. TRPA and the Tahoe Resource Conservation District lead the program in collaboration with the public and private partners.

TRPA is granted environmental planning and regulatory authority at Lake Tahoe pursuant to the Tahoe Regional Planning Compact (Public Law 96-551). TRPA requires all projects to be consistent with the applicable development and environmental standards found throughout the TRPA Regional Plan package.

2. Project Description

Scope of Work

Description

In December 2023, TRPA approved the Phase 2 Affordable and Workforce Housing Amendments, a set of policy changes to parking, density, height, and coverage regulations to help make affordable and workforce housing more financially feasible. [Previous analysis](#) showed that density and parking requirements, discouraged the development of smaller homes that could be more affordable to the local workforce. The policy changes approved as part of the Phase 2 Housing Amendments allow for more flexible development standards, including reduced parking requirements for deed-restricted affordable, moderate, and achievable housing in town centers and areas of the basin zoned for multi-family residential.

The approved changes allow projects to submit a parking analysis that shows the anticipated parking demand of their project and either build the amount of parking that meets the demand or provide alternative transportation options. Alternative transportation options could include shared parking agreements with an adjacent property owner, unbundling parking from rent so tenants who do not need parking do not need to pay for it, or providing an onsite car share program, to name a few. The detailed Code language is included below:

34.4. PARKING

34.4.1. Parking for Deed-Restricted Affordable, Moderate, or Achievable Housing

No vehicle parking minimums shall apply to residential or mixed-use developments made up of 100 percent deed-restricted affordable, moderate, or achievable housing units, as described in subsection 36.13 if located within a Town Center, Regional Center, or High-Density Tourist District as defined in the Regional Plan. Outside of centers, parking minimums shall be no greater than .75 spaces per unit, on average. In either case, in order to deviate from existing local parking minimums, the project applicant shall demonstrate that parking demand generated by the project, as determined by a parking analysis or information from similarly situated projects, will be accommodated. The applicant may demonstrate compliance through parking management strategies, including but not limited to executed shared parking agreements, unbundling parking and rent, or contributing to alternative transportation methods. Mixed-use projects shall meet local parking requirements for the non-residential portion of the development.

During the process, staff received feedback that requiring project applicants to submit a parking study is one more impediment to building housing. As a result, TRPA is seeking a consultant to conduct a parking study that would identify the parking demand for a variety of affordable and workforce housing types. It is anticipated that the consultant will use parking counts from existing housing developments both within and outside the Tahoe Basin. In addition, the consultant should provide best practices to determine a recommendation for the amount of parking that should be required for deed-restricted housing during the permitting process. The recommendations provided by the consultant could be used

by project applicants building deed-restricted housing in the future, eliminating the need for an applicant-funded study.

Project goal

Establish a parking data set that can be used to inform anticipated parking demand for a variety of future affordable and workforce housing projects that may be built throughout the region, including deed-restricted affordable, moderate, achievable housing in town centers and in areas zoned multi-family¹. The data should be based on parking demand at existing developments, and should be Tahoe-based to the extent feasible.

Deliverables

1. **Parking Counts:** Parking counts for a variety of existing affordable and workforce housing types (at least four) throughout the region.
2. **Parking Demand:** A memo summarizing the parking demand by unit size (i.e., studio, 1 bedroom, 2 bedroom) and housing type.

Term of Engagement

It is the intent of the Agency to contract for services presented herein for an almost six-month contract term, effective July 11, 2024, and expiring on December 31, 2024.

TRPA Budget

As a public agency, TRPA's annual operating budget is constrained. Please take this into account when responding to this call for proposals.

This RFP contract award will utilize California Department of Housing and Community Development funding. See *Attachment A – HIT Funding Agreement* for funder RFP provisions and restrictions.

3. RFP Schedule & Submission Process

Public Records:

The documents submitted in response to this RFP should be considered public information and subject to disclosure. Restrictions on any information submitted, with the exception of the detailed breakdown of hourly rates, may render a bid non-responsive.

TRPA assumes no contractual obligation to enforce any exemption on behalf of a respondent to the RFP.

¹ A map of these locations can be found [here](#).

RFP Coordinator:

Upon release of this RFP, all communications concerning this proposal request should be directed to the RFP Coordinator listed below. All written questions and requests for clarification must be received by the deadline on the RFP schedule listed below. Email shall have the subject stating: **“RFP INQUIRY – RFP #240016 Parking Study.”** Responses will be posted to the website trpa.gov/contact/request-for-proposals/ in accordance with the RFP schedule listed below. The respondent should rely only on written statements issued by the RFP Coordinator.

Alyssa Bettinger
Tahoe Regional Planning Agency
PO Box 5310
128 Market Street, Suite 3A
Stateline, NV 89449
775-589-5301
abettinger@trpa.gov

Request for Proposal Schedule:

TRPA anticipates the following schedule, which is subject to change:

Date of Announcement:	May 3, 2024
Bidding Firms’ Questions Due:	May 8, 2024, 11:59 PM PST
Questions and Answers posted to www.trpa.gov	May 10, 2024
Deadline for Proposal Submissions:	May 24, 2024, 11:59 PM PST
Sealed Proposals Opened:	May 28, 2024
Selection of Consultants for Interviews (if necessary):	May 30, 2024
Consultant Interviews (if necessary):	June 3 – 7, 2024
Anticipated Award of Contract:	June 11, 2024
Commencement of Work:	July 15, 2024

Late proposal submissions will not be considered and will be returned unopened to the sender.

Proposal Submission:

Electronic submission of proposals via email, file transfer, or other method is preferred. RFP and cost proposals are submitted separately, and cost proposal is only opened for proposals that meet format requirements. Send electronic submittals to bids@trpa.gov with the subject line **“DO NOT OPEN – RFP #240016 Parking Study RFP Response [lead firm name]”** and **“DO NOT OPEN – RFP #240016 Parking Study RFP Cost Proposal [lead firm name]”**.

All opened proposals and accompanying documentation become the property of TRPA and will not be returned. Any late proposals will be returned unopened.

Terms and Conditions:

- TRPA reserves the right to amend the RFP schedule or issue amendments to the RFP at any time. TRPA also reserves the right to cancel or reissue the RFP, to reject any or all proposals, to waive

any irregularities or informalities in the selection process, and to accept or reject any item or combination of items. TRPA reserves the right to request clarification of information from any bidder or to request supplemental material deemed necessary to assist in the evaluation of the proposal. TRPA reserves the right to accept any agreement deemed by the agency to be in its best interest. This RFP does not obligate the TRPA to accept or contract for any expressed or implied services.

- In the event that the bidder to whom any services are awarded does not execute a contract within thirty (30) calendar days after TRPA approval, TRPA may give notice to such bidder of intent to award the contract to the next most qualified bidder or to call for new proposals and may proceed to act accordingly.
- TRPA will not reimburse any bidder for any of the costs involved in the preparation and submission of responses to this RFP or in the preparation for and attendance at subsequent interviews.
- Selected consultant(s) will be expected to sign the TRPA Consultant Services Agreement listed on trpa.gov/contact/request-for-proposals/. Any desired edits to this agreement should be included in the Contractor's proposal. Desired edits may not be accepted by TRPA.
- The Consultant or its employees may be subject to the provisions of Article III (a)(5) of the Tahoe Regional Planning Compact (P.L. 96-551, 94 Stat. 3233, Cal. Gov't Code Section 66801, N.R.S. 277.200), which requires disclosure of any defined economic interest and prohibits such persons from attempting to influence Agency decisions affecting certain economic interests.
- Bidder shall thoroughly examine and be familiar with these terms and conditions of the TRPA Consultant Services Agreement. The failure or omission of any bidder to receive or examine this document shall in no way relieve any bidder of obligations with respect to this proposal or the subsequent contract.
- Bidder must certify to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. TRPA will verify bidders' status by checking the SAM system.
- All subcontractors, if any, used by the selected consultant will require prior written consent of TRPA and will be subject to all provisions stipulated in the TRPA Consultant Services Agreement.
- This contract will be funded by federal and state grant awards and is subject to federal and state grant award requirements including, but not limited to, cost principles and administrative regulations including but not limited to travel and per diem rates, mileage rates, and allowable cost requirements.

4. Minimum Required Proposal Contents

Minimum Required Proposal Contents:

All proposal responses should address the following matters:

Main Proposal – Max Page Limit: 3

1. Definition of the Project: Indicate your understanding of the Project objectives.
2. Project approach: Briefly describe how the Project will be managed, implemented, and evaluated to accomplish the objectives and requirements outlined in this request.
3. Team Organization: Briefly describe how the project team will be organized to facilitate effective management, implementation, and evaluation.
4. References: Provide a minimum of three (3) client references of similar sized and/or governmental accounts which the bidder has served in a similar capacity over the past two years and/or is currently serving. Provide a contact person, telephone number, and email address for each reference customer. References should be submitted as an attachment to this response.

Cost Proposal – Max Page Limit: 1

1. Schedule and Cost: Provide a timeline and itemized cost estimate based on the Tasks described in Scope of Work section. Tasks described in Scope of Work section. Cost estimates should be based on hourly rates and/or milestones and deliverables. Please provide a “Not to Exceed” cap and a bid guarantee through December 31, 2024.

W-9 and Proof of Insurance

Submit a completed IRS form W-9. Proof of Insurance will be required if selected under this RFP for a contract award. TRPA contract insurance requirements are outlined in the TRPA Standard Two-Party Contract, available here <https://www.trpa.gov/wp-content/uploads/documents/archive/TRPA-Standard-Two-Party-Contract.pdf>.

5. Notification and Selection Process

Review of Proposals

After the deadline date the Agency shall review and evaluate all proposals for responsiveness to the RFP in order to determine whether the bidder possesses the professional qualifications necessary for the satisfactory performance of the services required. The Agency shall also investigate qualifications of all bidders to whom the award is contemplated, and the Agency may request clarifications of proposals directly from one or more bidders. In reviewing the proposals, the Agency may consider the following:

1. The experience and past performance of the bidder and its agents, employees, and sub-consultants in completing projects of a similar type, size, and complexity.

2. The Agency may consider Bidder's timely and accurate completion of similar projects within budget.
3. The specific recent experience of the bidder and its agents, employees, and sub-consultants in auditing governmental entities and especially transportation entities.
4. The feasibility of the proposal based upon the performance and cost schedules, and the methodology to be used by the bidder.
5. Bidder's understanding of the work to be completed based upon the clarity of the proposal and responsiveness to this RFP.
6. Bidder's proposed language for the Professional Services Agreement.
7. TRPA agrees to make a good faith effort to contract with small, minority, disabled, and women owned business enterprises. Accordingly, the TRPA strongly encourages small, minority, disabled, and women owned businesses to reply to this RFP and submit Small Business Enterprise (SBE), Disadvantaged Business Enterprise (DBE), Women Business Enterprise (WBE), Disabled Veteran Business Enterprise (DVBE), or similar certifications as an attachment to this RFP.

Award of Agreement

Upon completion of the review period, the Agency shall notify those bidders whose proposals will be considered for further evaluation and negotiation. All notified bidders may be required to make presentations and negotiate in good faith in accordance with direction from the Agency. Any delay caused by bidder's failure to respond to direction from the Agency may lead to a rejection of the proposal.

If the Agency determines, after further evaluation and negotiation, to award the Agreement, the TRPA Two-Party Contract Agreement shall be sent to the successful bidder for the bidder's signature. No proposal shall be binding upon the Agency until after the Agreement is signed by duly authorized representatives of both the bidder and the Agency.

Should the selected bidder and TRPA be unable to agree to the terms of a contract within thirty (30) calendar days after TRPA approval, TRPA will reserve the right to disqualify the consultant and select another qualified bidder. Should this process not result in the hiring of a consultant, the RFP may be reissued.

The Agency reserves the right to reject any or all proposals, and to waive any irregularity. The award of the Agreement, if made by the Agency, will be based upon a total review and analysis of each proposal and projected costs.

TRPA will contract with the bidder that will best accomplish the project objectives for the best value and in the best interests of the Agency.

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

23-REAP2-17914

PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME

Tahoe Regional Planning Agency (TRPA)

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

12/31/2026

3. The maximum amount of this Agreement is:

\$2,412,475.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	REAP2 Terms and Conditions	9
Exhibit E	Special Conditions	0
TOTAL NUMBER OF PAGES ATTACHED		13

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Tahoe Regional Planning Agency (TRPA)

CONTRACTOR BUSINESS ADDRESS

PO Box 5310

CITY

Stateline

STATE

NV

ZIP

89449-5310

PRINTED NAME OF PERSON SIGNING

Julie W Regan

TITLE

Executive Director

CONTRACTOR AUTHORIZED SIGNATURE

DocuSigned by:
Julie W Regan

706C6E299F81438...

DATE SIGNED

January 12, 2024

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Ave., Suite 130

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Diana Malimon

TITLE

Contracts Office Manager,
Contract Services Section

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Diana Malimon

DATE SIGNED

01/17/2024

California Department of General Services Approval (or exemption, if applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 06/12/1981)

EXHIBIT A

AUTHORITY, PURPOSE, AND SCOPE OF WORK

1. **Authority**

The Regional Early Action Planning Grants Program of 2021 is established for the purpose of providing regions with one-time funding, including grants for transformative planning and implementation activities. Up to six hundred million dollars (\$600,000,000) shall be distributed under the Program in accordance with Chapter 3.15 of the Health and Safety Code (Statute). Of this amount, approximately 5 percent (\$30,000,000) is available to Metropolitan Planning Organizations (MPOs), Councils of Governments (COGs), local governments, transit agencies, Tribal Entities, and other legally binding partnerships. The California Department of Housing and Community Development (Department or HCD) shall administer the Program (referred to herein as the Regional Early Action Planning Grants Program of 2021, or "REAP 2.0") Higher Impact Transformative Allocation to regional entities in accordance with the Statute and Guidelines, pursuant to Health and Safety Code section 50515.10(h).

This Standard Agreement (Agreement) authorizes the encumbrance of the total funds available to the applicant, subject to all statutory requirements and all applicable provisions, including but not limited to the Statute, Guidelines, approved Application and any subsequent modifications.

The Grantee shall consult with the Department on any amendment modification or other provision related to the implementation of the Program. The Department's decisions related to the administration of the Program shall be final pursuant to Health and Safety Code section 50515.10(i).

2. **Purpose**

In accordance with the authority cited above, the Grantee has been awarded financial assistance in the form of a grant from the Program. The Department has agreed to make the grant for planning and implementation activities pursuant to the Statute, Guidelines and this Agreement. By entering into this Agreement and thereby accepting the award of the Program funds, the Grantee agrees to comply with the terms and conditions of the Guidelines and Application, as well as this Agreement, subsequent amendments or modifications to this Agreement and the requirements of the authority cited above. Based on all representations made by the Grantee, the State shall encumber the full amount requested or awarded pursuant to the Guidelines and provide subsequent payments in accordance with Exhibit B.

3. **Definitions**

Terms herein shall have the same meaning as defined by the Guidelines and Statute.

EXHIBIT A

4. **Scope of Work**

Grantee shall use the awarded funds in accordance with the approved Application, including but not limited to scope of work as contained in the timeline and budget. The Application or scope of work may be amended in compliance with statutory requirements subject to approval by the Department.

5. **Monitoring**

- A. The Grantee shall maintain books, records, documents, and other evidence that demonstrates the funding was used for the appropriate purposes, as described in the Statute, Guidelines, Scope of Work, Application and all other pertinent documents. These books, records, documents and other evidence shall be available for audit and inspection by the Department at any point during the term of the Agreement and subject to any amendments to this Agreement.
- B. The Department may request additional information, as needed, to demonstrate statutory compliance, satisfaction of program requirements and necessary amendments to this Agreement, including but not limited to reporting or audit requirements, implementing advance payment(s), or award amount to the Grantee.
- C. The Department may monitor expenditures and activities of the Grantee, as the Department deems necessary, to ensure compliance with statutory or Department requirements.
- D. The Department may, as it deems appropriate or necessary, request the repayment of funds from a Grantee or pursue any other remedies available to it by law for failure to comply with Program requirements pursuant to Health and Safety Code section 50515.10 (g).
- E. The Department's decision to approve or deny an Application or request for funding pursuant to the program, and its determination of the amount of funding to be provided, shall be final pursuant to Health and Safety Code section 50515.10(i).
- F. Monitoring provisions may be amended and are subject to additional provisions in accordance with this Agreement or subsequent amendments.

6. **Department Contract Coordinator**

The Contract Coordinator of this Agreement for the Department is the Housing Policy Development Manager, or the Manager's designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be submitted under the penalty of perjury by email to REAP2021@hcd.ca.gov.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Application for Funds

- A. The Department is entering into this Agreement on the basis of, and in reliance upon, facts, information, assertions and representations contained in any Application for award or any subsequent modifications or additions to such thereto approved by the Department. The Application for funding and any approved modifications and additions thereto are hereby incorporated into this Agreement.
- B. The Grantee warrants that all information, facts, assertions and representations contained in any approved Application, award or approved modifications and additions thereto are true, correct, and complete to the best of the Grantee's knowledge. In the event that any part of an Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would affect the Department's approval, disbursement, or monitoring of the funding and the grant or activities governed by this Agreement, the Department may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

2. Grant and Reimbursement Limit

For the purposes of performing the Work described in this Agreement, the Department agrees to provide the aggregate amount identified on page 1, number 3 of this Agreement (STD 213) in the form of a grant ("Grant").

3. Grant Timelines

- A. This Agreement is effective upon approval by all parties and the Department, which is evidenced by the date signed by the Department on page one, Standard Agreement, STD 213 (the "Effective Date").
- B. All Grant funds must be obligated no later than June 30, 2024, and expended by June 30, 2026, pursuant to Health and Safety Code section 50515.10, subdivision (e)(1).
- C. Final invoices must be submitted to the Department three months prior to the expenditure deadline. Under special circumstances, approved by the Department and in accordance with the expenditure deadline, the Department may modify the invoice deadline and may provide exception, including but not limited to, advance payment to carry out the terms of this Agreement.
- D. No later than June 30, 2026, each Grantee that receives an allocation of funds shall submit a final report on the use of those funds to the Department, in the form and manner prescribed by the department. The report required by this paragraph shall include an evaluation of actions taken in support of the entity's proposed uses of those funds, as specified in the entity's Application, including, but not limited to, housing units accelerated and per capita reductions in vehicle miles traveled.

EXHIBIT B

- E. It is the responsibility of the Grantee to monitor the progress and timeliness of grant fund obligations, including invoicing and reimbursements within the specified dates.

4. **Allowable Uses of Grant Funds**

- A. The Department shall not award or disburse funds unless it determines that the grant funds shall be expended in compliance with the terms and provisions of the Statute and Guidelines which includes associated forms and guidelines, approved Application and this Agreement.
- B. Grant funds shall only be used by the Grantee for project activities approved by the Department that involve planning and implementation activities in accordance with the Statute, Guidelines and Application.
- C. Grant funds may not be used for administrative costs of persons employed by the Grantee for activities not directly related to carrying out proposed uses and eligible activities.
- D. The Grantee shall use no more than 5 percent of the total grant amount for costs related to administration of the project as described in the Guidelines.
- E. A Grantee that receives funds under this Program may use a subcontractor and Grantee shall be accountable to the Department to ensure subcontractor's performance of the subcontract shall comply with all the requirements of the Program. The subcontract shall not relieve the Grantee of its responsibilities under the Program.
- F. After the Agreement has been executed by the Department and all parties, approved and eligible costs for eligible activities may be reimbursed for the project(s) upon completion of deliverables or paid in advance in accordance with this Agreement and subject to the terms and conditions of this Agreement.
- G. Eligible activities that are approved by the Department may be retroactively reimbursed to July 1, 2021.

EXHIBIT D

REAP2 TERMS AND CONDITIONS

1. Accounting and Records

- A. The Grantee, its employees, contractors, and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for payment vouchers and invoices. Grantees may establish and maintain an accounting system and reports, as described above, on behalf of contractors and subcontractors.
- B. The Grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the budget and timeline. Separate bank accounts are not required. As appropriate, Grantees must establish separate ledgers for State General funds and other funds associated with proposed uses not provided by the REAP 2.0 Program.
- C. The Grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.
- D. The Grantee agrees that the Department or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement.
- E. The Grantee agrees to maintain such records for a possible audit after the final payment for at least five years after all funds have been expended or returned to the State unless a longer period of records retention is stipulated. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.
- F. Contractors and subcontractors employed by the Grantee and paid with moneys under the terms of this Agreement shall be responsible for maintaining accounting records as specified above.

2. Invoicing

- A. Grant funds cannot be disbursed until the Agreement has been fully executed.
- B. The Grantee will be responsible for compiling and submitting all invoices and reporting documents.

EXHIBIT D

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- C. The Grantee must bill the Department based on clear deliverables outlined in the Agreement or Application, including but not limited to budget timeline, in the manner and form prescribed by the Department. Generally, approved and eligible costs incurred for work after execution of the Agreement and completed during the grant term will be reimbursable. However, eligible activities conducted prior to award will be reimbursable to July 1, 2021. Approved and eligible costs incurred prior to July 1, 2021, are ineligible.
- D. Grantees who received advance funds shall expend all such funds or demonstrate substantial progress prior to requesting additional advanced funding by submitting an updated project timeline and budget, including expenditure progress for their eligible projects from the Application and any supporting documentation.
- E. Project invoices may be submitted to the Department by the Grantee on a quarterly basis, upon completion of a deliverable or other timeline, subject to the Department's approval.
- F. The Department may consider advance payments or alternative arrangements to reimbursement and payment methods based on demonstrated need. The Department may consider factors such as available funds for eligible activities. Suballocations must request funds in increments, schedule for advance payments or other form approved by the Department, and report progress according to an implementation and expenditure timetable.
- G. Supporting documentation may include, but is not limited to, purchase orders, receipts, progress payments, subcontractor invoices, timecards, reports, or any other documentation as deemed necessary by the Department to support the reimbursement to the Grantee for expenditures incurred.
- H. Invoices must be accompanied by supporting documentation where appropriate. Invoices without supporting documentation will not be paid. The Department may withhold up to 10 percent of the grant until grant terms have been fulfilled, including all required reporting.

3. **Audits**

- A. At any time during the term of the Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the award. At the Department's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The Department has the right to review project documents and conduct audits during project implementation and over the project life.
- B. The Grantee agrees that the Department or the Department's designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement.

EXHIBIT D

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- C. The Grantee agrees to provide the Department, or the Department's designee, with any relevant information requested.
- D. The Grantee agrees to permit the Department or the Department's designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Statute, Guidelines, Application or the Agreement.
- E. The Department may request additional information, as needed, to meet other applicable audit requirements.
- F. The Department may monitor expenditures and activities of a Grantee or its designees, contractors or subcontractors, as the Department deems necessary, to ensure compliance with REAP requirements.
- G. Grantees using federal or state transportation planning funds administered through the Overall Work Program (OWP) shall clearly identify the source of funds.
- H. If there are audit findings, the Grantee must submit a detailed response acceptable to the Department for each audit finding within 90 days from the date of the audit finding report.
- I. The Grantee agrees to maintain such records for possible audit after the final payment for at least five years after all funds have been expended or returned to the State unless a longer period of records retention is stipulated. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.
- J. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, all records must be retained by the Grantee and its designees, contractors, and sub-contractors until completion of the action and resolution of all issues which arise from it. In any contract that it enters into in an amount exceeding \$10,000, the Grantee shall include the Department's right to audit the contractor's records and interview their employees.
- K. The Grantee shall comply with and be aware of the requirements and penalties for violations of fraud and for obstruction of investigation as set forth in California Public Contracts Code Section 10115.10.

4. Remedies and Non-performance

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by the Department's Housing Policy Development Manager, or the Manager's designee, who may consider any written or verbal evidence submitted by the Grantee. The decision of the Department's

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Housing Policy Development Manager or Designee shall be the Department's final decision regarding the dispute, not subject to appeal.

- B. Neither the pendency of a dispute nor its consideration by the Department will excuse the Grantee from full and timely performance in accordance with the terms of this Agreement.
- C. In the event that it is determined, at the sole discretion of the Department, that the Grantee is not meeting the terms and conditions of the Agreement, immediately upon receiving a written notice from the Department to stop work, the Grantee shall cease all work under the Agreement. The Department has the sole discretion to determine that the Grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the Grantee to resume work under the Agreement.
- D. The Department has the right to terminate the Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the Grantee or the Department to rectify any deficiency(ies) prior to the early termination date. The Grantee will submit any requested documents to the Department within 30 days of the early termination notice.
- E. The applicant must demonstrate a clear and significant nexus to REAP 2.0 Program goals and objectives and must carry out provisions to meet the Program goals and objectives and other requirements, including, but not limited to, adoption or completion of activities toward Policy Outcomes and implementation of proposed use and eligible activities funded through a suballocation process. Any lack of action or action inconsistent with REAP 2.0 requirements may result in review and could be subject to repayment of the grant.
- F. At any time, if the Department finds the Grantee included false information in the Application or as part of the Application review, the Department may require the repayment of funds.
- G. If applicable, Grantees are responsible for suballocations meeting all REAP 2.0 requirements.
- H. Examples of a breach of this Agreement:
 - 1. Grantee's failure to comply with any term or condition of this Agreement.
 - 2. Use of, or permitting the use of, grant funds provided under this Agreement for any ineligible costs or for any activity not specified and approved under this Agreement.

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3. Any failure to comply with the deadlines set forth in this Agreement unless approved by the Program Manager in writing.
 - I. The Department may, as it deems appropriate or necessary, require the repayment of funds from a Grantee, or pursue any other remedies available to it by law for failure to comply with all REAP 2.0 Program requirements.
 - J. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may at its discretion, exercise a variety of remedies, including but not limited to:
 1. Revoke existing REAP 2.0 award(s) or other Department awards to the Grantee;
 2. Require the return of unexpended REAP 2.0 funds disbursed under this Agreement;
 3. Require repayment of REAP 2.0 Funds disbursed and expended under this agreement;
 4. Seek a court order for specific performance of the obligation defaulted upon, or the appointment of a receiver to complete the obligations in accordance with the REAP 2.0 Program requirements; and
 5. Other remedies available at law, by and through this Agreement. All remedies available to the Department are cumulative and not exclusive.
 6. The Department may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.
 - K. The Grantee may be subject to amendment of this section as a result of awards.
5. **Reporting**
- A. At any time during the term of the Agreement, the Department may request a performance report that demonstrates satisfaction of all requirements identified in the Agreement with emphasis on eligible activities, eligible uses, and expenditures according to timelines and budgets referenced in the Agreement.
 - B. Grantees shall submit a report, in the form and manner prescribed by the Department, to be made publicly available on its website, by April 1 of the year following the receipt of those funds, and annually thereafter until those funds are expended, that contains the following information:
 1. The status of the Proposed Uses and expenditures listed in the Grantee's Application for funding and progress of each Proposed Use toward all the objectives of the REAP 2.0 program as provided in the Guidelines and explained in the Application.

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2. An explanation and quantification, where appropriate, of the progress achieved toward all of the objectives of the REAP 2.0 program, barriers and solutions for each Proposed Use that is consistent with and incorporates the metrics in the Application, including, but not limited to:
 - i. Housing units accelerated,
 - ii. Reductions in Vehicle Miles Traveled Per Capita,
 - iii. Impacts of place-based strategies toward community revitalization and equitable communities,
 - iv. Location of investment,
 - v. Socioeconomic statistics about the impacted geography, and
 - vi. Regional impact explanation

The report must identify whether Proposed Uses overlap with other programs that share the same objectives as REAP 2.0. The Grantee should also identify any measurement challenges that persist and highlight any administrative barriers that prevent it from obtaining the information it needs to perform better analysis of progress made achieving REAP 2.0 Objectives and make adjustments to the extent possible in subsequent reporting years.

3. All status and impact reports shall be categorized based on the eligible uses specified in Section 50515.08 of the Statute.
- C. Grantees shall post, make available, and update, as appropriate on its internet website, land use maps and Vehicle Miles Traveled generation maps produced in the development of its adopted SCS, as applicable.
 - D. Grantees shall collaborate and share progress, templates, and best practices with the Department and fellow recipients in implementation of funds. To the greatest extent practicable, Grantees shall coordinate with other Eligible Entities in the implementation of applications, consider potential for joint activities, and seek to coordinate Housing and transportation planning across regions.
 - F. Upon completion of all deliverables within the Agreement, the Grantee shall submit a final report in a manner and form prescribed by the Department. If a final report has not been submitted, no later than June 30, 2026, each Grantee that receives an allocation of funds shall submit a final report on the use of those funds to the Department, in the form and manner prescribed by the department. The report required by this paragraph shall include an evaluation of actions taken in support of the entity's proposed uses of those funds, as specified in the entity's Application, including, but not limited to, housing units accelerated and per capita reductions in vehicle miles traveled. The final report shall also list and describe the use of any administrative costs.

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6. **Indemnification**

Neither the Department nor any officer, employee or designee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted by the Grantee, its officers, employees, agents, its contractors, its sub-recipients or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon the Grantee under this Agreement, Guidelines or Statute. It is understood and agreed that the Grantee shall fully defend, indemnify and save harmless the Department and all of the Department's staff from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents, contractors, sub-recipients, or subcontractors under this Agreement, Guidelines or Statute.

7. **Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

8. **Relationship of Parties**

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

9. **Third Party Contracts**

- A. All state-government funded procurements must be conducted using a fair and competitive procurement process. The Grantee may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California state law.
- B. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement and shall be applicable to the Grantee's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors shall be submitted to the Department's program manager.
- C. The Department does not have a contractual relationship with the Grantee's sub-recipients, contractors, or subcontractors, and the Grantee shall be fully responsible for monitoring and enforcement of those agreements and all work performed thereunder.

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10. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

- A. The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the grant, the Grantee, its contractors or subcontractors, and any other grant activity.
- B. During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic information, age, disability, handicap, familial status, religion, or belief, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.
- C. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the REAP 2.0 Program.
- D. The Grantee shall, in the course of performing project work, fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
- E. The Grantee shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the REAP project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR 92.351.

11. Litigation

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Grantee shall notify the Department immediately of any claim or legal action undertaken by or against it, which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or legal action consistent with the terms of this Agreement and the interests of the Department.

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12. **Changes in Terms/Amendments**

- A. The Grantee may be subject to amendments to this section as a result of awards.
- B. This Agreement may only be amended or modified by mutual written agreement of both parties.

13. **State-Owned Data**

A. Definitions

1. Work:

The work to be directly or indirectly produced by the Grantee, its employees, or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement.

2. Work Product:

All deliverables created or produced from Work under this Agreement including, but not limited to, all Work and deliverables conceived or made or, hereafter conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six months after the termination thereof, which relates to the Work commissioned or performed under this Agreement, are considered Work Product. Work Product includes all deliverables, inventions, innovations, improvements, or other works of authorship Grantee and/or Grantee's contractor subcontractor and/or sub-recipient may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.

B. Sharing of Work Product and Rights:

All Work Product shall be shared with the Department and its partners for various purposes, including education, outreach, transparency and future learning.

14. **Special Conditions**

The State reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved.