

AGREEMENT NUMBER 520K011
BETWEEN
THE BOARD OF REGENTS OF THE
UNIVERSITY OF WISCONSIN SYSTEM
AND
MADISON (CITY OF), WI

This Agreement is executed by and between the Board of Regents of the University of Wisconsin System (University) and MADISON (CITY OF), WI (Subgrantee).

WHEREAS the University has received an award entitled "A "Smart Transportation" Initiative for States" under a grant from the ROCKEFELLER FOUNDATION (Sponsor); and,

WHEREAS Subgrantee has agreed to perform certain work necessary under the terms of the award;

NOW THEREFORE, it is agreed as follows:

ARTICLE 1. TECHNICAL DIRECTION

JOEL ROGERS, as the Principal Investigator(s) of the University, shall retain the responsibility for technical direction of this project. Any change to the scope of work as set forth in Attachment A must be approved, in writing, by the University.

ARTICLE 2. KEY PERSONNEL

The following person(s) are considered to be essential to the work performed hereunder:

David Trowbridge

In the event that a Key Person becomes unable or unwilling to continue the Project, the Subgrantee shall notify the University in writing and may propose, in writing, an individual to replace such Key Person. Any replacement of a Key Person must be approved, in writing, by the University. In the event a mutually acceptable replacement is not available, the University shall have the option to terminate the project. The thirty (30) day prior notice provided under ARTICLE 16 is not required for termination by the University under this Article. Such termination will be in writing and the Subgrantee will be reimbursed for documented costs incurred prior to the termination date.

ARTICLE 3. SCOPE OF WORK

Unless otherwise specifically provided in this Agreement, the Subgrantee shall supply all of the necessary personnel, equipment, and materials to accomplish the tasks set forth in Attachment A.

ARTICLE 4. INDEPENDENT CONTRACTOR

Subgrantee is an independent contractor, not a partner, joint venturer or agent of the University; nor are Subgrantee's employees considered employees of the University for any reason.

ARTICLE 5. LIMITATION ON COSTS

The reimbursable cost, both direct and indirect, of performing the tasks under Article 3. of this Agreement will not exceed \$25,000.00 in United States dollars, as detailed in Attachment B. The University is not, in the absence of a modification, obligated to reimburse the Subgrantee for costs incurred by the Subgrantee which are in excess of the costs specified in this article.

Article 6. COST SHARING

The Subgrantee is responsible for any cost sharing as detailed in Attachment B. Subgrantee is required to report the amount of cost share in its invoices to the University.

ARTICLE 7. PERIOD OF PERFORMANCE

The effective period of this Agreement shall be from 07/22/2015 through 12/31/2015 unless otherwise provided for by modification to this Agreement. No expenses will be reimbursed which are incurred prior to the effective date or subsequent to the termination date unless specifically approved, in writing, by the University.

ARTICLE 8. METHOD OF PAYMENT

- a. The Subgrantee will submit invoices for work done not more often than monthly. The invoice shall reference the agreement number and shall reflect summary detail, by budget category, of the costs incurred. A certified original invoice shall be submitted to:

The University of Wisconsin-Madison
Research and Sponsored Programs
Attention: IAN SMITH
21 North Park Street, Suite 6401
Madison, WI 53715

ismith2@rsp.wisc.edu

- b. Invoices received from the Subgrantee will be reviewed by the Principal Investigator and the University's Office of Research and Sponsored Programs prior to payment.
- c. The final invoice shall be submitted by the Subgrantee within sixty (60) days of the termination date of this Agreement.
- d. The Subgrantee's Social Security or Tax Identification Number and complete mailing address must be included on all invoices submitted to the University.

ARTICLE 9. REBUDGETING

Rebudgeting between budget categories on the part of the Subgrantee must be in accordance with the policies of the Sponsor (see Attachment C).

ARTICLE 10. AUDIT

The Subgrantee will maintain adequate financial records, in accordance with generally accepted accounting practices, to clearly and easily identify expenses, to describe the nature of each expense and to establish relatedness to this Agreement. All records related to this Agreement shall be available for audit by the University and/or the Sponsor. The financial records of this Agreement will be retained for a period of three (3) years, with the following qualifications:

- a. Records related to any audit initiated prior to the expiration date shall be retained until the audit findings involving the records have been resolved.
- b. The retention period starts from the date of the submission of the final invoice.

ARTICLE 11. EQUIPMENT ACCOUNTABILITY

Title to equipment purchased under this Agreement will reside with the Subgrantee.

ARTICLE 12. REPORTS

The Subgrantee shall submit timely technical reports as agreed upon with the Principal Investigator, including those necessary to fulfill the reporting requirements of the sponsor.

ARTICLE 13. PUBLICATIONS AND COPYRIGHTS

It is understood that decisions about authorship on all publications resulting from research under this Agreement will be made by the Principal Investigator at the University and the Key Personnel at the Subgrantee, prior to any such publication.

ARTICLE 14. PATENTS AND INVENTIONS

This Agreement is subject to the Sponsor's policies on patents and inventions.

ARTICLE 15. CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY

During the term of this Agreement the University and Subgrantee, each for itself, agrees to abide by its own Civil Rights Compliance Plan (CRC) for meeting equal opportunity/nondiscrimination requirements under Title VI of the Civil Rights Act of 1965, section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget reconciliation Act of 1981 and the Americans with Disabilities Act (ADA) of 1990. In so doing, the Parties shall thereby ensure nondiscrimination and equal opportunity for recipients of services in all areas relating to meaningful access to and delivery of its programs and its services as required under the foregoing regulations.

ARTICLE 16. SPONSOR PROVISIONS

This Agreement is also subject to the terms and conditions of the prime award from the Sponsor (Attachment C). All references in these provisions to the Sponsor should be deemed to mean "University" and references to the "Grantee, Contractor or Cooperator" should be deemed to mean "Subgrantee." However, where there is inconsistency between the Agreement and Attachment C, this Agreement shall take precedence solely with regard to the Subgrantee's obligations to the University, and only to the extent required by the University.

ARTICLE 17. TERMINATION

This Agreement may be terminated by either party upon thirty (30) days written notice and in such event, reimbursement will be limited to documented costs and non-cancelable commitments incurred prior to termination. Notice of termination shall be given by personal delivery or by certified or registered mail and shall be deemed to be given on the date so delivered.

ARTICLE 18. NOTICES

Notices, invoices, reports, payments and other communications to either party by the other shall be delivered personally or sent by first class, postage prepaid to the following addresses and shall be deemed given on the date so delivered or deposited in the mail unless otherwise provided herein.

Subgrantee's address block:

David M. Trowbridge, AICP

Transportation Policy & Planning Manager
City of Madison, Planning Division
Dept. Planning & Community & Econ Development
Madison Municipal Building, Suite LL-100
215 Martin Luther King, Jr. Blvd.
Madison, WI 53701-2985
direct: (608) 267-1148
mobile:(608) 217-9575
fax: (608) 267-8739
email: dtrowbridge@cityofmadison.com

UW Principal Investigator's address block:

1180 OBSERVATORY DR
7114B W.H. SEWELL SOCIAL SCIENCE BLD
MADISON, WI 53706

APPROVED:

Eric T. Veum, Risk Manager

David Schmeidicke, City Finance Manager

APPROVED AS TO FORM:

Michael P. May, City Attorney

ATTACHMENT A

Scope of Work and Budget

COWS' SSTI (State Smart Transportation Initiative) project has general project support from the Rockefeller Foundation – 133-PRJ71KX. One of the primary elements of the scope of work of this grant is to:

- Increase the number and significance of reform adoptions in states, both within the SSTI community of practice and in the rest of the country

Part of our work for this point is with the City of Madison, where the City is working on creating an “Urban Footprint” model that enables an organization to evaluate a variety of land use and transportation scenarios, with outputs that include vehicle-miles traveled, land consumed and housing price changes. This tool has the potential to allow planners in DOT and local government to invest and plan in ways that better achieve their policy goals around mobility, economic development, community development and environment.

City of Madison will provide SSTI with access to its Urban Footprint model as the model is being developed, e.g. through attendance with model developer Calthorpe, and after the model is operational. When the model is operational, SSTI will assist the City with its bus-rapid transit planning work, if desired, as well as to improve SSTI's capacity to understand and use such models.

Tasks and Budget:

Task 2. UrbanFootprint System Setup and Base Data Development (\$5,000). This task includes the work associated with developing the detailed base data canvas for Madison, including the integration and normalization of all necessary land use, demographic, transportation system, and related datasets. This task will involve significant collaboration with city, county, and regional organizations. Work includes compiling and integrating land cover, parcel, census, and other data required for site and city-level land use planning and analytical processes. This task culminates in the canvas upon which site-level and city-wide scenarios/alternatives can be developed and analyzed. It is expected that City of Madison staff will facilitate the delivery of key data to Calthorpe Analytics and will serve as a liaison to other data providers and actors in the area as needed. This task also involves setting up internal server systems and operations for a Madison area-specific UrbanFootprint deployment. There will be no foreseeable demands on local server or IT infrastructure for this project, as UrbanFootprint will be deployed at Calthorpe Analytics and on the cloud/internet (via Amazon EC2 services).

Task 5. City-Wide Context Scenarios (\$5,000). Both corridor/TOD-level and city-scale alternative development and modeling require a solid planning context within which to measure and understand impacts. This task focuses on the development of city-wide scenarios that can be used to understand the impacts of alternative development patterns. These scenarios also serve to ‘prime’ the UrbanFootprint system with scenarios within which to test corridor and TOD-level alternatives. Likely scenarios (to be discussed with Madison staff) include: a depiction of business as usual and trend land use and investments; a scenario that represents the current Madison comprehensive plan; and another alternative land use and transportation investment future. Future/horizon year targets and population, household, and employment forecasts will be determined based on subsequent discussions. This task will include a trip to Madison to discuss scenario options with City staff and relevant stakeholders.

It may also be possible to develop county-wide scenarios and forecasts in order to convey the impact of Madison growth alternatives within the larger context of Dane County. This should be discussed and determined as part of early project discussions and data development tasks.

Task 7. UrbanFootprint Training and Systems Support (\$15,000). Training and capacity transfer will be integrated into tasks throughout this collaborative project. This task continues to support training with on-site sessions with key staff (over two days) in Madison. This task also includes the setup of a cloud-based UrbanFootprint system for use by the City of Madison and key partner organizations (to be determined).

As previously noted, there will be no foreseeable demands on local server or IT infrastructure for this project, as UrbanFootprint will be deployed at Calthorpe Analytics and on cloud-based servers (via Amazon EC2 services). In addition, the budget for this task includes technical support for staff as they use the system for 6 months (up to 100 hours) following the completion of the previous tasks, as well as Amazon EC2 server operations both during the project and for 6 months after the completion of previous tasks. Server operations and the cost of support for and access to cloud-based systems beyond this period will be determined in subsequent discussions related to ongoing needs and use of the system.

ATTACHMENT B

City of Madison
Department of Planning & Community & Economic Development
Planning Division
Madison Municipal Building, Suite LL-100
215 Martin Luther King Jr. Blvd.
P.O. Box 2985
Madison, WI 53701-2985

UrbanFootprint Budget Breakdown – SSTI Component

Task 2:	UrbanFootprint System Setup and Base Data Development	
	Calthorpe Data Review & Base Canvas Development.....	\$2,500
	City Staff Data Compilation	\$2,500
Task 5:	City-Wide Context Scenarios	
	Travel to Madison for Calthorpe	\$1,000
	City Staff Place & Building Type Review & Customization	\$4,000
Task 7:	UrbanFootprint Training and Systems Support	
	Calthorpe and Subconsultant (Fehr & Peers) Travel Model	
	City Staff Time – Meetings & Coordination	\$3,000
	Calibration	\$12,000
		<hr/>
	Total.....	\$25,000



April 26, 2013

Dr. David Ward
Interim Chancellor
University of Wisconsin-Madison
21 N. Park Street
Suite 6401
Madison, WI 53715

In reply, please quote: 2013 TRA 306

Dear Dr. Ward:

I am pleased to report that the Rockefeller Foundation (the "Foundation") has taken action to provide a project support grant to the Board of Regents of the University of Wisconsin System ("University of Wisconsin-Madison") as described in this letter (the "Grant Agreement"). In accepting these funds, the University of Wisconsin-Madison accepts the terms and conditions described in this Grant Agreement.

Grant Overview

Grant Number. 2013 TRA 306

Amount and Purpose of Grant. Up to \$2,000,000 for use by its Center on Wisconsin Strategy toward the costs of the Smart State Transportation Initiative, a project to build a coalition of smart transportation advocates at the state level and ensure the sustainability and effectiveness of the coalition in achieving equitable, sustainable and efficient public transportation reform.

Term. The 36-month period April 1, 2013 to March 31, 2016.

Budget. Use of the grant funds is restricted to line items detailed in the budget approved for the grant (see Addendum 1). Please also refer to "Use of Grant Funds" in the *Other Terms and Conditions* section below for additional restrictions. You may, without seeking Foundation approval, reallocate up to 10 percent of funds from one budget category to another existing budget category. Prior to re-budgeting more than 10 percent of any category or creating a new budget line, a written request must be made to the Foundation. If a revised budget is approved, any subsequent financial reports should be based on the revised budget. Please see *Requesting an Extension or Modification of the Grant* section below for detailed instructions.

Rockefeller Foundation Contacts for this Grant.

- Project-related questions should be addressed to: **Nick Turner, Managing Director**, NTurner@rockfound.org, in our New York office.
- All administrative questions should be directed to: **Jennifer Cooper, Grants Manager**,





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- JCooper@rockfound.org**, in our New York office.
- Grant reports should be sent to **grantreports@rockfound.org**. All submissions must be clearly labeled with the grant number and identified as one of the items in the Deliverables column of the Project Milestones and Deliverables table of the Grant Agreement.
 - Communications-related questions should be addressed to **media@rockfound.org** or **212-869-8500**.

Project Milestones, Deliverables, Reporting Guidelines, and Payment Terms

Grant Deliverables and Payments. The Foundation will disburse grant funds to the University of Wisconsin-Madison upon our receipt of this Grant Agreement signed by an authorized officer of your organization, and upon the satisfactory completion by your organization of all the terms and conditions for this grant, including submission of deliverables and reports as outlined in this section and the attached *Milestones and Deliverables Schedule (Addendum 2)*.

It is important that all Deliverables (as defined in Addendum 2), including narrative and financial reports, be submitted in a timely manner; otherwise payment may be delayed on this and other Rockefeller Foundation grants (if any) to your organization. Please indicate the grant number referenced in this Grant Agreement on all submissions. Addendum 2 outlines when deliverables are due and payments are expected to be made. In addition, please send to the Foundation copies of all papers, manuscripts, and other materials produced that are a direct result of the Rockefeller Foundation's grant.

The Grant in Context. Attached to this Grant Agreement is a description of the Foundation's overall strategy and the strategy for the Foundation's initiative, the Transportation (see Addendum 3). It is provided to ensure that you and all of our grantees in this initiative understand the broader context of the work, and also to inform your reporting to us on how the work completed is contributing to the Foundation's Transportation initiative. The work under this grant is intended to contribute to the initiative strategy by ensuring state level policy makers have actionable and practical research, analytical support, and practical examples to advance equitable and sustainable transportation. It is intended to bolster the capacity and leadership of State Department of Transportation CEOs and staff to embrace a smarter, reformist approach to transportation, both in their policy and practice activities in their state, but also in their advocacy more broadly.

Requesting an Extension or Modification of the Grant

To request an extension or modification of this grant, the University of Wisconsin-Madison must submit:

- A detailed explanation for the need for the change with an up-to-date narrative report and financial accounting; and
- A revised budget, if applicable.



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Requests to modify a grant are necessary when the grantee must change the activities to be completed under the grant, add new budget categories, reallocate more than 10 percent of any budget category, or make other substantive changes to the project. Under no circumstances can the purpose of the grant be modified.

All extension and modification requests should be sent to **Jennifer Cooper**, **JCooper@rockfound.org**. If the request is approved, the Foundation will send a notification to your organization with a modification to this Grant Agreement, which will include a revised schedule of deliverables and new payment terms, if applicable. The notification should be appended to the original Grant Agreement.

Other Terms and Conditions

Staffing. The University of Wisconsin-Madison hereby agrees to notify the Foundation of any change in key personnel for this project. The Foundation reserves the right to terminate the grant following any such change.

Tax Status. We have made this grant with the understanding that the University of Wisconsin-Madison is a subdivision or instrumentality of the State of Wisconsin, and is thus deemed to be a charitable tax exempt entity by the U.S. Internal Revenue Service; you agree to notify the Foundation promptly if there is any change in that status or in your organizing documents.

Use of Grant Funds. Grant funds may not be used for purposes other than those described in this Grant Agreement; funds not used for the purposes of the grant must be repaid to the Foundation. Any grant funds not used by the termination date of this grant will revert to the Foundation.

While the Foundation is providing support for this project, except as expressly noted in this Grant Agreement, sole responsibility for the supervision, direction and control of the conduct of the project lies with the University of Wisconsin-Madison.

Grant funds may not be used to pay for costs associated with Foundation staff traveling to or attending any meetings, conferences or other events. If your organization unavoidably incurs any expenses related to Foundation staff travel or attendance, please send an invoice to the Foundation for repayment rather than covering those costs from the grant funds.

No Lobbying. No Foundation funds may be used to support activities that constitute lobbying as defined in Internal Revenue Code Section 4945(d)(1) and the regulations thereunder. Such prohibited activities include any attempt to influence any legislation – U.S. or non-U.S. – through communication with any member or employee of a legislative body or any other governmental official or employee who may



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participate in the formulation of legislation in which reference is made to specific legislation and a view on such legislation is expressed. Legislation refers to legislation that has already been introduced in a legislative body or to a specific legislative proposal that an organization supports or opposes. The regulations also prohibit support of "grass roots lobbying communications," which are defined as communications that: (1) refer to specific legislation, (2) reflect a view on such legislation, and (3) encourage the recipient of the communication to take action with respect to such legislation. Further, the dissemination of the results of any activity that is designed to be nonpartisan analysis, research, or study may not be limited to or be directed toward persons who are interested solely in one side of a particular issue.

RF Role in Re-Granting. The Foundation is not expected to, nor shall it, have a decision-making role with respect to any sub-grants awarded by the University of Wisconsin-Madison for this project. The University of Wisconsin-Madison shall retain full discretion and control with respect to the selection of sub-grantees and the awarding of sub-grants.

Accounting and Auditing. For a period of at least four years after the termination of the grant, the University of Wisconsin-Madison shall retain books and records with respect to the use of these grant funds and recognizes the Foundation's right to audit your organization's books and records with respect to these funds.

Anti-Terrorism. You hereby confirm that the University of Wisconsin-Madison complies with all U.S. anti-terrorism laws and regulations, including Executive Order 13224 and the Global Terrorism Sanctions Regulations set forth in 31 CFR Part 594.

Intellectual Property. Please also note that by signing and returning the enclosed copy of this letter, the University of Wisconsin-Madison grants to the Foundation a perpetual, worldwide, non-exclusive license to use, reproduce, distribute, display, perform, edit, adapt, create derivative works from and otherwise exploit and sublicense, in all languages and all media now known or hereafter developed, all written work created by it under this Grant Agreement, including the Deliverables ("the Work"). The University of Wisconsin-Madison acknowledges and agrees that no royalties will be paid for such use, total compensation being the grant described in this agreement.

The University of Wisconsin-Madison represents that, to the best of its knowledge, the Work will be original and that it will be the sole creator of the Work, except for any material incorporated into the Work created and owned by third parties, from whom the University of Wisconsin-Madison has obtained or will obtain, at its expense, all irrevocable, royalty-free, worldwide, transferable and perpetual licenses necessary to incorporate and use such third-party material in the Work. The University of Wisconsin-Madison further represents that, to the best of its knowledge, the Work will not contain any matter that is obscene or libelous, in violation of any copyright, trademark, proprietary right, or personal right of any third party, or otherwise violate any law.



Rockefeller Foundation

Innovation for the Next 100 Years

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Public Announcement of Grant and Dissemination of Grant-Related Products. The Rockefeller Foundation encourages its grantees to announce grants; however, you must receive approval, in advance, from the Foundation's Communications Office to use any language that purports to interpret the Foundation's intent in making the grant. Please also note in your communications about the Foundation's grant that although the Foundation is providing financial support for your project, it is not responsible for the project, and it is important that your communications be clear on this point (e.g., stating that the Foundation is providing financial support for your project is accurate; stating that the Foundation is "sponsoring" your project is not).

The Foundation's Communications Office must also approve, in advance, any press release or other media or public communications, written or electronic, you intend to issue concerning the awarding of the grant. The Foundation must also approve, in advance, any use of the Foundation's logo. Grantees are free to disseminate information about their experiences and findings during the course of the project to those who might benefit from this knowledge; in that connection, the Foundation views itself as an active partner that can further enhance and expand communications outreach and expects to be notified in advance regarding media outreach. For further information or assistance related to communications concerning this grant, please contact the Foundation's Communications Office (**e-mail: media@rockfound.org; phone: 212-869-8500; fax: 212-852-8441**).

The Foundation's web site will include a brief description of this grant. On occasion, the Foundation also posts grantees' publications and other related items on its website. In addition, such information is provided to the Foundation Center and to media and other organizations that provide grantseekers and researchers with information about the interests and activities of private foundations.

Governing Law. This agreement is governed by and should be construed in accordance with the laws of the State of New York, USA applicable to agreements made and performed there, without regard to its conflict of laws principles.

Authority to Sign. The person signing this Grant Agreement on behalf of the University of Wisconsin-Madison represents and certifies that she or he has full, express power and authority to do so.

Entire Agreement. This agreement constitutes the entire understanding between us with respect to its subject matter and supersedes all prior agreements, discussions or representations between us. Any modification of this agreement must be in writing and signed or sent electronically by the Foundation's Office of Grants Management.



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It is a pleasure to report this action to you.

Sincerely yours,

Pamela O. Foster
Managing Director, Grants Management
& Associate General Counsel

Copy to: Joel Rogers
Matthew Wyndham
Eric Sundquist
Tim Duanma

The undersigned organization agrees to the terms and conditions set forth in this letter.

UNIVERSITY OF WISCONSIN-MADISON

Signed: _____

Name: David Ngo, Managing Officer
Research & Sponsored Programs

Title: _____

Date: 5/6/13

ADDENDUM 1: BUDGET (See next Page)

narrative on its line items.

3-Year Budget detail

	(\$1,000s)			
	Y1	Y2	Y3	Total
Staff				
Joel Rogers	67	71	74	212
Eric Sundquist	109	114	119	342
Mary Ebeling	76	80	84	240
Bill Holloway	79	82	87	248
Graduate Student	30	31	32	93
.60 FTE administration	39	35	34	108
"Staff" consultants				
Robbie Webber	50	57	60	172
Michele Mackey	26	27	29	82
Travel/Events				
General Travel	15	16	15	46
Event cost	50	52	54	156
Other				
Office supplies	11	12	10	33
Publications, website & communications	14	15	15	44
Senior advisors (Sub-awards)				
Douglas Foy	72	72	72	216
Al Biehler	72	72	72	216
Technical assistance providers (Sub-awards)				
Calculated at \$75,000 per project	375	375	375	1,125
Indirect costs	112	108	110	330
TOTAL	1,202	1,219	1,242	3,663

NB: Salary supplies, and consultancy costs are estimated to increase 4 percent annually, and



ADDENDUM 2: MILESTONES AND DELIVERABLE SCHEDULE
(As of April 26, 2013)

Milestones Leading to Deliverables	Deliverables	Due Date	Payment Amount
N/A	Signed Grant Agreement	N/A	\$1,000,000
<ul style="list-style-type: none"> • Hold the monthly webinar series • Maintain a community of practice with 15-20 engaged CEOs • Produce biweekly newsletters • Hold presentations on Smart Transportation reform • Provide technical assistance to additional state Departments of Transportation • Update The Innovative DOT handbook • Continue to promote the State Smart Transportation Initiative and member efforts 	<ul style="list-style-type: none"> • Interim narrative report • Interim financial report Reports should cover the period April 1, 2013 to March 31, 2014. The narrative should contain a specially focused discussion of the State Smart Transportation Initiative's evolved federal strategy.	May 31, 2014	\$750,000
<ul style="list-style-type: none"> • Hold the monthly webinar series • Maintain a community of practice with 15-20 engaged CEOs • Produce biweekly newsletters • Hold presentations on Smart Transportation reform • Provide technical assistance to additional state Departments of Transportation • Update The Innovative DOT handbook • Continue to promote the State Smart Transportation Initiative and member efforts 	<ul style="list-style-type: none"> • Interim narrative report • Interim financial report Reports should cover the period April 1, 2014 to March 31, 2015.	May 31, 2015	\$250,000

Milestones Leading to Deliverables	Deliverables	Due Date	Payment Amount
<ul style="list-style-type: none"> • Hold the monthly webinar series • Maintain a community of practice with 15-20 engaged CEOs • Produce biweekly newsletters • Hold presentations on Smart Transportation reform • Provide technical assistance to additional state Departments of Transportation • Update The Innovative DOT handbook • Continue to promote the State Smart Transportation Initiative and member efforts 	<ul style="list-style-type: none"> • Final narrative report • Final financial report <p>Reports should cover the complete grant period in summary, with special attention to April 1, 2015 to March 31, 2016.</p>	May 31, 2016	N/A

It is crucial that narrative and financial reports follow the guidelines listed below. Please utilize this checklist before submitting a narrative and financial report. Incomplete reports will not be accepted. All Deliverables should be clearly identified by referencing the language in the table above.

Narrative Reports should:

- ✓ Include an executive summary;
- ✓ Clearly indicate the time period that the report covers;
- ✓ Detail progress made in achieving the agreed upon milestones (if applicable);
- ✓ Indicate how the work completed is contributing to the outcomes, learnings and impact the Foundation is seeking to achieve overall and through its Transportation initiative, as outlined above under "The Grant in Context" and in Addendum 3 to this Grant Agreement;
- ✓ Indicate lessons learned that may inform your future work or the further development of the Foundation's strategy;
- ✓ Describe any challenges and how they were addressed;
- ✓ Indicate compliance with the terms of this Grant Agreement; and
- ✓ Be signed by (or submitted electronically by or on behalf of) the principal investigator or another appropriate official of the organization.

Financial Reports should:

- ✓ Specify the time period covered by the report;
- ✓ Be submitted in four columns: the first column should reflect the original budget, the second column should show actual expenditures against the budget categories, the third column should show the balance (budget minus expenditures), and the fourth column should show the percentage of change between columns one and two;
- ✓ Be in U.S. dollars, indicating exchange rates if converting from a different currency (adding columns to show the exchange rates, if necessary);
- ✓ Include a narrative explanation of any variances from the budget in excess of 10 percent;



- ✓ If Rockefeller Foundation funds were applied toward an overall budget, track expenditures from all sources and specify how much of the Rockefeller Foundation grant funds were used toward the overall expenditures, without breaking out the use of Rockefeller Foundation funds in a separate column;
- ✓ Include a statement that the grant funds were used solely for the purpose for which the grant was made;
- ✓ Be submitted in Excel if at all possible;
- ✓ If applicable, include a report on unexpended funds in addition to funds subsequently received if a prior financial report shows unexpended funds;
- ✓ Include a revised budget for the remainder of the grant if the report shows a significant balance on hand (and please note that if grant funds remain unpaid, the payment schedule for the remaining funds may be changed based on the new budget); and
- ✓ Be signed by (or submitted electronically by or on behalf of) a financial officer of the institution.

Reports should be submitted electronically to grantreports@rockfound.org. Please note that there is no need to fax or mail a hard copy if you submit materials electronically.

All documents listed above under "Deliverables," other than the signed grant agreement, are included in the "Deliverables" for purposes of this Grant Agreement.



Initiative Summary: Promoting Equitable and Sustainable Transportation

The Rockefeller Foundation Strategy

The Rockefeller Foundation's mission to promote the well-being of people throughout the world has remained unchanged since its founding in 1913. Today, that mission is applied to an era of rapid globalization. Our vision is that this century will be one in which globalization's benefits are more widely shared and its challenges are more easily weathered. To realize this vision, the Foundation seeks to achieve two fundamental goals in our work. First, we seek to build resilience that enhances individual, community and institutional capacity to survive, adapt, and grow in the face of acute crises and chronic stresses. Second, we seek to promote growth with equity in which the poor and vulnerable have more access to opportunities that improve their lives.

In order to achieve these goals, the Foundation constructs its work into time-bound initiatives that have defined objectives and strategies for impact. These initiatives address challenges that lie either within or at the intersections of five issue areas: basic survival safeguards, global health, environment and climate change, urbanization, and social and economic security.

There are several strategic principles that guide the Foundation's work. We seek to mobilize systemic transformations by integrating policy, financial, social, and technological solutions. We test pilot projects, spin them off, or join others to help implement successful demonstrations on a wider scale. We aim to inform public policy through support for research, advocacy, and coalition-building. Many of our interventions take advantage of tipping points and break bottlenecks that are impeding progress. We also seek to create an enabling environment for our work by fostering innovation, convening partnerships, and building networks.

Our success in realizing our goals is driven by the individuals and organizations that we support. We aim to share the strategy of each initiative clearly so that our partners can see and assess their contributions towards the broader impact that we collectively seek.

To provide more context for this grant, our initiatives are developed in a staged process. The first stage is *Search*, which is a short-term exploration to learn more about a problem, innovative solutions, and their potential for impact. Search is focused primarily on landscaping the system impacting the problem, supporting mainly research and conferences. The second stage is *Development*, which is a medium-term effort to answer specific questions and test potential interventions through demonstration projects, further research and conferences. The final stage is *Execution*, in which we aim to support the implementation of a strategy over several years to realize significant impact in people's lives. While we aim to advance the most promising ideas from one stage to the next, the process is not entirely linear, as ideas can evolve and potentially combine from one stage to the next. Through all of these stages, we rely on the input of our partners and grantees to inform our thinking and develop collaborative strategies.

We are pleased to support your work through this grant which contributes to the *Initiative in Execution* described below.

Initiative Strategy: Promoting Equitable and Sustainable Transportation

Problem: In the United States, people depend on private cars to get from one place to another more than in any other industrialized country. This is due, in large part, to a policy rubric that has encouraged road building and reliance on cars over more equitable and sustainable forms of transportation, resulting in serious negative consequences for the American people, the economy, and the planet.

Almost half of the country, 150 million Americans, has no access to public transportation, thereby requiring them to take on the high cost of car ownership or leaving them without adequate means of transport. The average cost of owning and operating a car is \$8,000 a year, and transportation costs are now the second highest for Americans, consuming 19% of household income. For low income families, the figure is 30 percent – higher even than housing. As gas prices rise and the burden of transportation costs weighs heavier on all families, access to adequate transportation options becomes more important to ensure that everyone can travel to jobs, school, healthcare, and other activities without suffering inordinate out-of-pocket expense. America's metropolitan areas are the economic engines of the country, housing 65 percent of the population (and most of the poor), 68 percent of jobs and 75 percent of the nation's economic output. Yet, they receive nowhere near a commensurate proportion of federal and state infrastructure support, leaving an aged and outdated infrastructure system in which a substantial percentage of roads and transit systems are in poor condition and tens of thousands of bridges are structurally deficient. Finally, the transportation sector produces 27 percent of US greenhouse gases and is the fastest growing US source of emissions. This poses substantial challenges to achieving climate change goals for a healthier and cleaner future.

The Transportation Initiative aims to achieve this impact: Smart infrastructure choices that will strengthen communities through investments in accessible and affordable transportation options, promote short and long term economic prosperity and prioritize clean energy. This will result in all Americans having the opportunity to lead healthier, safer lives, with equal access to jobs and services, and the ability to make more affordable transportation choices.

The Transportation Initiative rests on this theory of change: The adoption of new federal incentives and policies for equitable and sustainable transportation options (largely through the reauthorization of the federal surface transportation bill), and encouragement of commensurate state policies in a key, influential states, will initiate a systemic shift in investment choices and policies surrounding transportation. Other states and private actors will follow, leading to the build out of a more accessible and affordable transportation system that produces fewer pollutants, in particular greenhouse gas emissions. The provision of more transportation options will satisfy public demand, creating a virtuous circle in which policy changes are validated and further encouraged.

Key Intended Outcomes:

- **Policy & Improved Practice:** Policymakers at all levels of Government will have actionable research, analytical support, and practical examples to advance equitable, sustainable and economically beneficial transportation policies and projects.
- **Capacity & Leadership:** A strategically diverse and enduring constituency will promote change in policy and practice by demonstrating a demand for reform and influencing debate at the national and state level. This constituency will include a core of "insiders" composed of national, state, and local transportation leaders who embrace a new transportation paradigm, as well as an "outside" game composed of grassroots organizations and civic leaders.

- **Expanded Partnerships:** New and diverse philanthropic and donor partners will join collaborate to support federal efforts, sustain regional ones, and maintain reform infrastructure beyond the conclusion of the RF initiative.

Questions?

Please don't hesitate to address any questions or suggestions about this to Nick Turner (212-852-8213 or nturner@rockfound.org) or to other members of the Transportation team with whom you are working. We look forward to working with you.