ORIGINAL

CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10090174-25-D, As-Needed Planning Multi-Disciplinary Consultant Services for the City Planning Department

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10090174-25-D, As-Needed Planning Multi-Disciplinary Consultant Services for the City Planning Department (Consultant).

RECITALS

On or about 7/30/2024, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Consultant has the expertise, experience, and personnel necessary to provide the services.

City wishes to retain Consultant to provide the As-Needed Planning Multi-Disciplinary Consultant Services as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

ARTICLE I
CONSULTANT SERVICES

1.1 Scope of Work. Consultant shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Consultant will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Services. In addition, Consultant must receive written authorization to use and bill for subconsultants hired to assist in the performance of Services. For purposes of this RFP, Consultant includes any subconsultants approved by City to perform the Services.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

1.3 Contract Administrator. The Planning Department (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

Coby Tomlins, Program Manager
City Planning Department
202 C Street, MS 413
San Diego, CA 92101
619-533-4549
CTomlins@sandiego.gov

1.4 Duty to Inform City of Changes. Consultant shall immediately advise the City in writing of any anticipated change in the Scope of Services, Compensation and Fee Schedule, or Time Schedule, and shall obtain the City's written consent to the change prior to making any

Document No. RR-316288
Filed JUN 17 2025
Office of the City Clerk
San Diego, California

ORIGINAL

changes. In no event shall the City's consent be construed to relieve Consultant from its duty to render all Services in accordance with applicable law and industry standards.

1.5 Manner of Payment. City shall pay Consultant in accordance with the Compensation and Fee Schedule. Consultant is not entitled to fees, including fees for expenses, that exceed the amounts specified in the Compensation and Fee Schedule. Consultant shall submit one invoice per calendar month in a form acceptable to City in accordance with the Compensation and Fee Schedule. Consultant shall include with each invoice a description of completed Services, reasonably related expenses, if any, and all other information, including but not limited to the progress percentage of the Scope of Services and/or deliverables completed prior to the invoice date, as required by the City. City will pay undisputed portions of invoices within thirty calendar days of receipt.

1.6 Eighty Percent Notification. Consultant shall promptly notify City in writing of any potential cost overruns. Cost overruns include, but are not limited to, the following: (1) where anticipated costs to be incurred in the next sixty calendar days, when added to all costs previously incurred, will exceed 80 percent of the maximum compensation for this Agreement; or (2) where the total cost for performance of the Scope of Services appears that it may be greater than the maximum compensation for this Agreement. Consultant will not be paid for Services that are not pre-approved in writing by the City that exceed 80% of the maximum compensation for this Contract.

1.7 Right to Audit. City retains the right to review and audit, and the reasonable right of access to Consultant's and any Subconsultant's premises, to review and audit Consultant's Subconsultant compliance with the provisions of this Agreement (City's Right). City's Right includes the right to inspect, photocopy, and retain copies of any and all books, records, documents and any other information (Records) relating to this Agreement outside of Consultant's premises if deemed necessary by City in its sole discretion. City shall keep these Records confidential to the extent permitted by law.

1.7.1 Audit. City's Right includes the right to examine Records of procedures and practices that City determines are necessary to discover and verify that Consultant Subconsultants in compliance with all requirements under this Agreement.

1.7.2 Cost Audit. If there is a claim for additional compensation or for Additional Services, the City's Right includes the right to Records that the City determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

1.7.3 Right to Audit. The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

1.7.4 Accounting Records. Consultant and Subconsultant shall maintain complete and accurate Records in accordance with generally accepted accounting practices. Consultant and Subconsultant shall make available to City for review and audit all Records relating to the Services. Upon City's request, Consultant and Subconsultant shall submit exact duplicates of originals of all requested records to City.

1.7.5 City's Right Binding on Subconsultants. Consultant shall include City's Right as described in this Section 5.1 in any and all of their contracts with subconsultants and shall ensure that these sections are binding upon all subconsultants.

1.7.6 Subconsultants. Consultant's hiring or retaining of any third parties (Subconsultants) to perform Services (Subconsultant Services) is subject to City's prior written approval. Consultant shall list all Subconsultants known to Consultant on the Subconsultant List at the time this Agreement is entered. Consultant shall give written notice to the City of the need at least 45 days before entering into a contract for such Subconsultant Services. Consultant's notice shall include a justification, a description of the Scope of Services, and an estimate of all costs for Subconsultant Services. Consultant may request that City reduce the 45-day notice period. City agrees to consider such requests in good faith.

1.7.7 Subconsultant Contract. Consultant shall require Subconsultant to obtain and maintain insurance policies as required by City for the duration of this Agreement. Consultant shall determine Subconsultant policy limits and required endorsements proportionate to the services performed by Subconsultant.

1.7.7.1 Consultant is obligated to pay Subconsultant for Consultant and City-approved invoice amounts out of amounts paid by City to Consultant not later than fourteen working days from Consultant's receipt of payment from City. Nothing in this paragraph shall be construed to impair the right of Consultant and any Subconsultant to negotiate fair and reasonable pricing and payment provisions among themselves.

1.7.7.2 If Subconsultant's performance is deficient, Consultant shall notify City in writing of any withholding of payment to Subconsultant, specifying: (a) the amount withheld; (b) the specific cause under the terms of the subcontract for withholding payment; (c) the connection between the cause for withholding payment and the amount withheld; and (d) the remedial action Subconsultant must take in order to receive the amount withheld. Once Subconsultant corrects the deficiency, Consultant shall pay Subconsultant the amount withheld within fourteen working days of the Consultant's receipt of City's next payment.

1.7.7.3 City shall not be made a party to any judicial or administrative proceeding to resolve any dispute between Consultant and Subconsultant. Consultant agrees to defend and indemnify the City as described in the City's General Contract Terms and Provisions, attached hereto as Exhibit C, and incorporated by reference, in any dispute between Consultant and Subconsultant should City be made a party to any judicial or administrative proceeding to resolve the dispute in violation of this position.

1.7.7.4 Subconsultant must comply with the City's Equal Opportunity Contracting Program requirements.

1.7.7.5 City is an intended beneficiary of any work performed by Subconsultant for purposes of establishing a duty of care between Subconsultant and City.

1.8 Consultant and Subconsultant Principals for Consultant Services. This Agreement is for unique Services. City has retained Consultant based on Consultant's particular professional expertise as exhibited by the following members of the Consultant's organization: [List individuals by name and title] (the Project Team). Consultant may not delegate the performance of Services to other members of Consultant's organization or to Subconsultants

without City's prior written consent. It is mutually agreed that the members of the Project Team are the principal persons responsible for delivery of all Services and may not be removed from the Project without the City's prior written approval. City may consider Consultant in default of this Agreement if any member of the Project Team is prevented from providing Services without City's prior written approval. Consultant must consult City as to any replacement if any member of the Project Team becomes unavailable. City may terminate this Agreement if City does not approve of a proposed replacement. Further, City reserves the right, after consultation with Consultant, to require any of Consultant's employees or agents to be removed from providing Services under this Agreement.

ARTICLE II
DURATION OF CONTRACT

2.1 Term. This Contract shall be for a period of five (5) years beginning on the Effective Date. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract and approved by the City Attorney in accordance with San Diego Charter Section 40.

ARTICLE III
COMPENSATION

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed $3 million per Consultant, for a total Contract amount not to exceed $18 million.

ARTICLE IV
WAGE REQUIREMENTS

4.1 Reserved.

ARTICLE V
CONTRACT DOCUMENTS

5.1 Contract Documents. The following documents comprise the Contract between the City and Consultant: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the Services to be provided. Consultant will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1st document has the highest priority. Inconsistent provisions in the Contract Documents that

address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

1st Any properly executed written amendment to the Contract

2nd The Contract

3rd The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any

4th Contractor's Pricing

5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

Remainder of page left intentionally blank.

ARTICLE VI
GRANT AGREEMENT REQUIREMENTS

6.1. The City and Consultant (collectively the Parties) desire to include requirements for use by the City of certain grant funding for certain tasks under this Contract. Specifically, the determination has been made that the work performed under the Contract may be partially funded from the grant attached hereto and incorporated by reference in Exhibit D through Exhibit H.

6.2 Additional Grant Opportunities. In the future, the City may use additional grant funds for this Contract. The Parties agree to review any future grant requirements in good faith and will agree in writing via an amendment that they will be subject to certain future grant requirements in the event the City utilizes future grants to fund this Contract.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

Ascent Environmental, Inc.
Proposer

455 Capitol Mall, Suite 300
Street Address

Sacramento, CA 95814
City/State/Zip

916-444-4301
Telephone No.

christine.babla@ascent.inc
E-Mail

BY:

Christine Babla (May 12, 2025 15:51 PDT)
Signature of Proposer's Authorized Representative

Christine Babla
Print Name

Principal
Title

4/22/2025
Date

CITY OF SAN DIEGO
A Municipal Corporation

BY:

Print Name:
Claudia C Abarca
Director, Purchasing & Contracting Department

July 1, 2025
Date Signed

Approved as to form this 15 day of July, 2025.

HEATHER FERBERT, City Attorney

BY:
Deputy City Attorney

R-316288

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

Ascent Environmental, Inc.
Proposer

455 Capitol Mall, Suite 300
Street Address

Sacramento, CA 95814
City

916-444-7301
Telephone No.

christine.babla@ascent.inc
E-Mail

BY:

Christine Babla (May 12, 2025 15:51 PDT)
Signature of Proposer's Authorized Representative

Christine Babla
Print Name

Principal
Title

4/22/2025
Date

CITY OF SAN DIEGO
A Municipal Corporation

BY:

Print Name:

Claudia C. Abarca
Director, Purchasing & Contracting Department

July 1, 2025
Date Signed

Approved as to form this 15 day of July, 20 25.

HEATHER FERBERT, City Attorney

BY:
Deputy City Attorney

R-316288

sig pages multi agreement

Final Audit Report 2025-05-12

Created:	2025-05-12
By:	Tasha Marshall (Tasha.Marshall@ascent.inc)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfSIMA0TqmivElyA1l7J0pSvURRyDxZxH

"sig pages multi agreement" History

Document created by Tasha Marshall (Tasha.Marshall@ascent.inc)
2025-05-12 - 10:48:17 PM GMT

Document emailed to Christine Babla (Christine.Babla@ascent.inc) for signature
2025-05-12 - 10:48:21 PM GMT

Email viewed by Christine Babla (Christine.Babla@ascent.inc)
2025-05-12 - 10:50:58 PM GMT

Document e-signed by Christine Babla (Christine.Babla@ascent.inc)
Signature Date: 2025-05-12 - 10:51:32 PM GMT - Time Source: server

Agreement completed.
2025-05-12 - 10:51:32 PM GMT

EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS

A. PROPOSAL SUBMISSION

1. Timely Proposal Submittal. Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Proposals. The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

1.3 Proposal Due Date. Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

1.4 Pre-Proposal Conference. No pre-proposal conference will be held for this RFP.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

1.6 Contact with City Staff. Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

2. Proposal Format and Organization. Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

Tab A - Submission of Information and Forms.

2.1 Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

2.2 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive,

or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Reserved.

2.6 Reserved.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

Tab B - Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

2.12 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.13 Proposer's response to the RFP.

Tab C - Cost/Price Proposal. Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

3. Proposal Review. Proposers are responsible for carefully examining the RFP, the Scope of Work, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

4. Addenda. The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

5. Reserved.

6. Reserved.

7. Modifications, Withdrawals, or Mistakes. Proposer is responsible for verifying all prices and extensions before submitting a proposal.

7.1 Modification or Withdrawal of Proposal Before Proposal Opening. Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening. Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

9. Public Records. By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to

this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$(1 - \frac{\text{(contract price - lowest price)}}{\text{lowest price}}) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is $100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is $105 and the maximum allowable points is 60 points, then that proposal would receive (1 – ((105 – 100) / 100) x 60 = 57 points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

C. EVALUATION OF PROPOSALS

1. Award. The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

2. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

3. Evaluation Process.

3.1 Process for Award. A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

3.2 Reserved.

3.3 Mandatory Interview/Oral Presentation. The City will require proposers to interview and/or make an oral presentation if one or more proposals score within 25 (twenty-five) points or less of the proposal with the highest score. Only the proposer with the highest scoring proposal and those proposers scoring within 25 (twenty-five) points or less of the highest scoring proposal will be asked to interview and/or make an oral presentation. Interviews and/or oral presentations will be made to the Evaluation Committee in order to clarify the proposals and to answer any questions. The interviews and/or oral presentations will be scored as part of the selection process. The City will complete all reference checks prior to any oral interview. Additionally, the Evaluation Committee may require proposer's key personnel to interview. Interviews may be by telephone and/or in person. Multiple interviews may be required. Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after the City's request. Proposers should be prepared to discuss and

substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

3.4 Discussions/Negotiations. The City may award one or more proposals as submitted that best serves its interest without discussion or negotiation. Consultants should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer(s) based on the RFP and the proposer's proposal or award the contract without further negotiation.

3.5 Inspection. The City reserves the right to inspect the proposer's equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer's physical assets and financial capability. Proposer, by signing the proposal agrees to the City's right of access to physical assets and financial records for the sole purpose of determining proposer's capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City's judgment, exhibit the sufficient physical and financial resources to perform this Contract.

3.6 Evaluation Criteria. The following elements represent the evaluation criteria that will be considered during the evaluation process.

	MAXIMUM EVALUATION POINTS
A. Responsiveness to the RFP. 1. Requested information included and thoroughness of response 2. Understanding of the project and ability to deliver as exhibited in the Executive Summary. 3. Technical Aspects 4. Exceptions to RFP	**10**
B. Firm's Capability to provide the services and expertise and Past Performance. 1. Background and experience in providing work identified in the Scope of Work 2. Appropriate staffing levels to provide required services 3. Qualifications 4. Past/Prior Performance performing work described in the Scope of Work 5. Capacity/Capability to meet The City of San Diego needs in a timely manner 6. Reference checks	**55**
C. Cost	**10**
D. Demonstrated Commitment to Diversity 1. This may include Firm policies and procedures; initiatives to recruit diverse employees; awards; in-house diversity programs; training; hiring statistics; evidence of outreach; memberships in diverse organizations.	**10**

	MAXIMUM EVALUATION POINTS
E. Mandatory Presentation/Interview. 1. Philosophy/Approach/Methodology 2. Software and Data Resource 3. Demonstrated knowledge of common tasks, issues, and solutions related to Services 4. Real Time Operation 5. Thoroughness and Clarity of Presentation	**15**
SUB TOTAL MAXIMUM EVALUATION POINTS:	**100**
F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	**12**
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	**112**

*The City shall apply a maximum of an additional 12 points to the proposer's final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

4. Rejection of All Proposals. The City may reject any and all proposals when to do so is in the City's best interests.

D. ANNOUNCEMENT OF AWARD

1. Award of Contract. The City will inform all proposers of its intent to award a Contract in writing.

2. Obtaining Proposal Results. No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

3. Multiple Awards. City will award contracts to one or more proposers.

E. PROTESTS. The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

F. SUBMITTALS REQUIRED UPON NOTICE TO PROCEED. The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:

1. **Insurance Documents.** Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2. **Taxpayer Identification Number.** Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. **Business Tax Certificate.** Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

4. **Consultant Award Tracking Form.** Consultant shall submit information to City as requested in Consultant Award Tracking Form. The information shall include the dollar amount awarded during the period covered by the Consultant Award Tracking Form.

5. **Conflict of Interest Certification.**

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

EXHIBIT B
SCOPE OF WORK

A. BACKGROUND

The City of San Diego City Planning Department consists of Community Planning & Housing Policy, Environmental Policy & Public Spaces, and Community Engagement, Work Culture & Operations Divisions. The Community Planning & Housing Policy Division is responsible for amending and updating the City's General Plan, Community Plans, and Land Development Code. The Division is also responsible for developing policies and regulations that streamline and incentivize the production of housing and jobs. The Department's housing policies and regulations are focused on increasing the supply and production of homes in locations that are in walking and bicycling distance of transit, shopping and jobs that support the City's environmental justice, fair housing needs, and climate goals and policies.

The Environmental Policy & Public Spaces Division is responsible for developing policies and regulations that further the City's climate and open space conservation goals. The Division is also responsible for the City's long-range park planning, which is focused on the delivery of safe and enjoyable parks in the areas of the City with the greatest needs. The Division manages the implementation and monitoring of the City's Multiple Species Conservation Program. In addition to managing the City's Development Impact Fee Program, the Division is also responsible for long-range infrastructure planning. Additionally, this Division conducts reviews of all City actions under the California Environmental Quality Act (CEQA).

The Community Engagement, Work Culture & Operations Division is responsible for delivery of all operational and support services that enable the implementation of the Department's core activities by overseeing operations, budget, grants, equitable and inclusive community engagement, mapping and data analysis and technology solutions. This Division is responsible for providing equitable public engagement opportunities that inform all Department initiatives, working to ensure community members have opportunities to provide input into plans that affect their lives so that the City's long-range plans meet the needs of the people who live, work and play in San Diego. This Division is especially focused on reaching and engaging people who have not traditionally participated in the planning process to ensure that input received is truly representative of the City's diverse population. This Division also develops public education to help enhance the understanding of the department's work.

B. SCOPE OF SERVICES

The City Planning Department is responsible for long-range planning throughout the City, which includes updating and amending community plans and development regulations to help address the City's climate and housing goals. The consultant's services will support the Department's work program initiatives being conducted by each division. However, it is anticipated that Community Planning and Housing Policy Division will primarily use the Consultant's services. To conduct planning work more efficiently to support the Department's initiatives, the consultant will be used on an as-needed basis.

The planning consultant will collaborate with City staff on an as-needed basis in the area of

community planning, which may also require elements of land use, urban design, mobility, economic analysis, historic resources, public facilities, urban greening, climate resilience, and CEQA analysis. Services will require the use of graphic design, geographic information systems (GIS), meeting facilitation, outreach and engagement expertise. Services will include but are not limited to preparation of community plan updates, community plan amendments, development regulations, land use, housing and economic studies and reports.

The City may award contracts to one or more Consultants to provide services on an as-needed basis.

To be considered responsive, Consultants must submit proposals that include all of the Services below (1-11).

C. DELIVERABLES

Projects may include but are not limited to, the services listed below:

1. PROJECT ADMINISTRATION

1.1 Conduct meetings with the City's Project Manager to review project status, budget, and schedule; obtain any required City approvals or input; make decisions; and discuss problems that have the potential to affect the project schedule adversely. The consultant's Project Manager will participate, and the Principal-in-Charge and other staff will participate as necessary, as determined by the City's Project Manager. Provide agendas at least 24 hours prior to the meeting and follow up with notes and action items following the meeting.

1.2 Conduct project team meetings with either the project team or City staff as needed to discuss anticipated work, decisions and action items, activities, project issues, and task order deliverables to ensure progress occurs according to the schedule and budget. Prepare agendas and summaries of all team meetings. Access to a cloud-based project documentation and management system for the project team is desirable.

1.3 Provide monthly invoices and written progress memorandums detailing progress on deliverables and accounting of all project team staff and subconsultant charges for project tasks in the task order. If multiple task orders are issued, keep each task order on individual invoices.

2. COMMUNITY OUTREACH AND ENGAGEMENT

2.1 Support staff with outreach and engagement planning tasks which may include developing engagement timelines, selecting outreach and engagement strategies and techniques, and diligently incorporating best practices stipulated in the Citywide Inclusive Public Engagement Guide.

2.2 Assist staff with community organizing tasks, such as promoting public participation events, coordinating and conducting public outreach,

identifying stakeholders and potential partnerships, and other supporting strategies to involve community members in City Planning initiatives.

2.3 Lead public engagement events and activities tasks. For example: event space planning and setup, logistics coordination, meeting facilitation and developing engaging and interactive support materials.

2.4 Advise on project communications tasks, such as developing key project messages, brand development, and tailoring stakeholder communication strategies.

2.5 Collaborate with staff to conduct stakeholder research and analyses, especially by identifying underrepresented groups and communities within the project's impact area.

2.6 Develop project written and audiovisual material and other informational/promotional collateral, such as videos, flyers, and reports, including engagement plans and engagement summaries.

2.7 Provide editorial, graphic, web and IT design solutions throughout the project as they relate to the outreach, engagement and communications tasks in alignment with City graphic, formatting, language and security standards. Examples of these tasks include designing project logos and project websites following City standards and preparing initiative engagement summaries and meeting reports.

3. LAND USE

3.1 Collaborate with staff to provide technical assistance to develop land use existing conditions scenarios and assumptions for community plan updates and amendments. Prepare existing land use conditions as a community atlas to help inform the development of the land use scenarios. Develop multiple comprehensive land use scenarios as GIS-based maps that identify land use types, designations, residential density, and non-residential intensity using General Plan land use designations for community plans updates and amendments. Identify assumptions for the square footage by specific use type for non-residential uses and number of dwelling units for residential uses by parcel.

4. MOBILITY

4.1 Collaborate with staff to provide technical assistance to develop mobility existing conditions, concepts, improvements, analysis, and reports for community plan updates and amendments. Prepare existing mobility conditions to help inform the development of mobility concepts. Identify multi-modal mobility concepts and improvements that provide for the integration of all modes. Prepare mobility analysis need for pre and post forecast modeling (to be conducted by the San Diego Association of

Governments) which include but are not limited to vehicle miles traveled analysis. Prepare a mobility report with recommendations and maps for multi-modal improvements that would be needed to support the land use scenarios and urban design concepts.

5. ECONOMIC ANALYSIS

5.1 Collaborate with staff to prepare market assessments for community plan and development regulation updates and amendments. Evaluates potential market support in planning areas, for-sale and rental multi-family residential, office, retail, as well as mixed-use developments. Address household and employment trends, and current real estate market trends for the identified uses, including sale prices and rental rates, absorption rates, occupancy rates and identification of comparable properties. Conduct feasibility testing of land use scenarios and development regulations as needed.

6. URBAN DESIGN

6.1 Collaborate with staff to prepare urban design visioning and prepare sketches, visualizations and simulations to conceptually illustrate potential concepts for building massing, public space, streetscape for community plan updates and amendments. Create illustrative urban design figures, cross sections and drawing or photographs that relate to the land use and mobility concepts at different scales.

7. HISTORIC PRESERVATION

7.1 Collaborate with staff to identify, document and evaluate historic resources for community plan updates and amendments. Conduct historical resource surveys and develop context statements.

8. PUBLIC FACILITIES

8.1 Collaborate with staff to provide technical assistance to analyzing the need for new public facilities for community plan updates and amendments.

9. URBAN GREENING

9.1 Collaborate with staff to prepare urban greening concepts that incorporate storm water approaches to reduce runoff for community plan updates and amendments. Provide recommendations for retrofitting existing streets with green street infrastructure. Conduct urban forestry assessments and provide a street trees palette.

10. CEQA DOCUMENTS

10.1 Collaborate with staff to prepare CEQA documents, technical reports, and analysis in accordance with the City's CEQA guidelines and state laws as they

relate to addressing environmental impacts under CEQA needed for community plan updates and amendments.

11. CLIMATE RESILIENCE

11.1 Collaborate with staff to prepare climate resilience related planning documents and technical reports, including but not limited to vulnerability and risk assessments, adaptation plans, and design guidelines. Prepare climate hazard data and spatial analysis. Develop guidance for infrastructure and resource planning. Collaborate with staff for implementation monitoring and assessment.

D. EXPERIENCE AND QUALIFICATIONS

1. Discuss Consultant's technical and management approach to the as- needed design effort. Discuss lines of communications necessary to maintain schedule, the software availability for both schedule and management reporting.

2. Describe experience working in the local "environment" and proposed local presence for interfacing with the City's project management staff. The "environment" includes but is not limited to: City and other local agencies regulations and policies; local environmental documentation requirements; local building codes; and other local design criteria.

3. Describe proposed project organization, including identification and responsibilities of key personnel. Indicate role and responsibilities of prime consultant and all the subconsultants. Indicate how local firms are being utilized to ensure a strong understanding of local laws, ordinances, regulations, policies, requirements, permitting, etc. Indicate extent of commitment of key personnel for duration of project and furnish resumes of key personnel. Provide indication of staffing level for the project. Consultant's evaluation will consider its entire team, therefore no changes in team composition will be allowed without prior written approval of the City.

4. Provide detailed discussion of the experience of Consultant's Project Manager, Principal-in-Charge, and other key managers on projects of similar size, capacity, and dollar value. For each similar project, include Owner's name, Owner's Project Manager and phone number.

E. SELECTION PROCESS FOR EACH ASSIGNMENT

There are eleven service areas which are sought, as described in Section C. Deliverables. Up to six Consultants will be awarded a contract to provide the services.

When the Department embarks on a new project or initiative (Project), the Department will send a brief statement regarding the Project and the assignment (task) to awarded Consultants. To be considered, Consultants will need to prepare a response identifying the proposed team, consistent with submitted rates, an estimated preliminary budget, scope of work and availability during the assignment. The Department will convene an Evaluation Committee to review and evaluate the submittals and will select a Consultant that is best qualified for the Project and assignment. Once a Consultant is selected for a given Project, the

Department may award subsequent assignments (tasks) on the same Project to the same Consultant awarded the initial assignment without further invitations for proposals from the other Consultants. This practice enables operational efficiencies and continuity of Project knowledge essential for efficient operations.

F. LABOR CLASSIFICATIONS

The following labor classifications are applicable to this RFP:

Labor Classifications	Description
1. Principal	A staff person with more than 5 years of experience who is responsible for staffing and overall quality assurance and quality control. The Principal has the authority to commit resources and authorize contracts on behalf of the company.
2. Project Manager	A staff person with more than 5 years of experience in a project management role who acts as the secondary point of contact for the client. The Project Manager is capable of managing medium to large, semi-complex projects with a moderate degree of controversy.

G. REFERNCES

Consultant must demonstrate that it is able to perform the work as specified in this RFP. The City reserves the right to contact references provided and not provided by the Consultant.

References shall be submitted on the Contractor Standards Pledge of Compliance form attached to this RFP. Consultant may not provide a current City of San Diego staff member as a reference. If a City staff member is provided, the Consultant will be required to provide an additional reference.

Consultant is required to state all subconsultants to be used in the performance of the proposed contract, and what portion of work will be assigned to each subconsultant on the form attached to this RFP.

The City shall rely on references as part of the evaluation process. The City reserves the right to take any or all of the following actions: reject a proposal based on an unsatisfactory reference(s); contact any person or persons associated with the reference; request additional references; contact organizations known to have used the Consultant in the past or are currently using Consultant's or Consultant's subconsultants' (as listed in Contractor Standards Pledge of Compliance form attached to this RFP) services; and contact independent consulting firms for additional information about the Consultant or the Consultant's subconsultants.

H. TECHNICAL REPRESENTATIVE

The Technical Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

I. PRICING SCHEDULE

In order to be considered responsive to this RFP, Consultants shall submit pricing on the form and in the format provided herein in its entirety. Any deviations from the Pricing Schedule may be considered non-responsive and unacceptable. Pricing shall be inclusive of all fees and costs associated with the cost of services as described in the RFP, including but not limited to support services and overtime, travel and any other expenses incurred in the course of representing the City, including any sub participation. No other fees, costs, or other charges will be considered.

1. Labor classifications listed as 1 and 2, are detailed in Section E. Labor Classifications.

2. Position Title is to be the position title within the Consultant's organization.

3. Consultants shall list fully burdened hourly rates for the labor classifications that most closely match the classifications listed in Section E. Labor Classifications.

4. All classifications described in this pricing schedule should be listed, whether services are performed by Consultant or by sub participation. Additional classification rates may be submitted later and included as part of the agreement resulting from this solicitation.

If additional space is required, a separate sheet may be attached marked "Additional Labor Classifications". No other changes will be considered.

Labor Classification	**Position Title**	**Year 1 - Fully Burdened Hourly Rate**
1. Principal		$
2. Project Manager		$

EXHIBIT C

THE CITY OF SAN DIEGO

GENERAL CONTRACT TERMS AND PROVISIONS

APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I
SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II
CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III
COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5^{th}) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV
SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V
ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI
INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6. 2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6. 3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6. 4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a "works for hire" as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6. 5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor's own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII
INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII
BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contact, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX
CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

ARTICLE X
CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000*, et. seq.,* and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI
DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII
MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor , its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City’s request. Contractor’s assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII
MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

Exhibit D

Applicable Grant Agreements

Planning Multi-Disciplinary

Grant	Granting Agency	Grant Agreement No.	Grant Title	Attachment Reference
1	San Diego Association of Governments (SANDAG)	6000327	Small Scale Neighborhoods Initiative Regional Early Action Program 2.0 Housing Acceleration Grant Program Cycle 2	Exhibit E
2	San Diego Association of Governments (SANDAG)	6000330	City Affordable Home Development Plan Regional Early Action Program 2.0 Housing Acceleration Grant Program Cycle 2	Exhibit F
3	San Diego Association of Governments (SANDAG)	6000329	Mid-City Communities Plan Update Regional Early Action Program 2.0 Housing Acceleration Grant Program Cycle 2	Exhibit G
4	San Diego Association of Governments (SANDAG)	S1021763	Mid-City Communities Smart Growth Study Areas – Transnet Smart Growth Incentive Program – Planning Cycle 5	Exhibit H
5	California Coastal Commission	LCP-23-07	City of San Diego Trails Master Plan Existing Conditions Report	Exhibit I

Each of the above-referenced Grant Agreements are hereby incorporated into the Contract (attached as Exhibits E - Exhibit I) and the Parties mutually agree to comply with all Grant Agreement terms applicable to this Contract. In the event of a contradiction between general terms of the Contract and the equivalent terms in the Grant Agreements, the Grant Agreement terms shall apply. Additionally, if the Grant

Agreements contain terms that are not included or are omitted from the Contract terms, the additional Grant Agreement terms shall apply. In the event of a contradiction between the insurance terms of the Contract and the equivalent insurance terms in the Grant Agreements, the terms imposing the higher standards and levels of coverage shall apply. As an aide to the Consultant for distilling the various Grant Agreement terns , the significant Grant Agreement terms applicable to the Consultant include, but are not limited to:

With regards the SANDAG Regional Early Action Program Grant Exhibits E-G (Exhibits E-G in the table above), the requirements pertaining to third-party contracts are identical. Specifically, Sections VI. D (Licenses and Permits), VI. F.1 through VI. F.5 (Third-Party Contracting), VIII. Ethics A (Subgrantee Code of Conduct/Standards of Conduct) through D (SANDAG Code of Conduct), IX. E, (Access to Records of Subgrantees and Subcontractors), XII (Civil Rights), and Attachment C (Passthrough Provisions of REAP Terms and Conditions) to the Grant Agreements contain terms applicable to the Consultant and this Contract.

With regards to the SANDAG Transnet Smart Growth Incentive Program Grant Agreement (Grant # 4, Exhibit H in the table above), Sections VI.D (Compliance Information System), VI. E (Licenses and Permits), VII. Ethics A (Subgrantee Code of Conduct/Standards of Conduct) through D (SANDAG Code of Conduct), VI.G-1 through VI G-5 (Third-Party Contracting), IX. E (Access to Records of Subgrantees and Subcontractors), and XII (Civil Rights), all contain terms applicable to the Consultant and this Contract.

With regards to the California Coastal Commission Trails Master Plan Existing Conditions Report Grant Agreement (Grant #5, Exhibit I in the table above), see reference in Section 2 of Exhibit D that requires this Contract to include Exhibit C and Exhibit D/D1/D2 of the Grant Agreement in their entirety, as well as Section 3 Travel Reimbursement clause of Exhibit D. Consultant shall comply with all terms of these Exhibits of the Grant Agreements, including, but not limited to: Exhibit C Section 7 (Non-Discrimination Clause), Exhibit C Section 16 (Audit Requirements and Financial Recordkeeping), Exhibit D Section 2 (Potential Consultants/Contractors), Exhibit D1 Section 3 (Work Product), Exhibit D1 Section 7 (Insurance), and Exhibit D1 Section 11 (Termination).

EXHIBIT E

GRANT AGREEMENT BETWEEN THE SAN DIEGO ASSOCIATION OF GOVERNMENTS AND CITY OF SAN DIEGO SMALL SCALE NEIGHBORHOOD HOMES INITIATIVE REGIONAL EARLY ACTION PROGRAM 2.0 HOUSING ACCELERATION GRANT PROGRAM – CYCLE 2

SANDAG CONTRACT No. 6000327

Note: Attachment C to this document (Pass -Through Provisions From REAP Agreement) contains unreadable text. A clean readable Attachment C has been added at the end of this document.

GRANT AGREEMENT BETWEEN THE SAN DIEGO ASSOCIATION OF GOVERNMENTS AND CITY OF SAN DIEGO SMALL SCALE NEIGHBORHOOD HOMES INITIATIVE REGIONAL EARLY ACTION PROGRAM 2.0 HOUSING ACCELERATION GRANT PROGRAM – CYCLE 2

SANDAG CONTRACT NO. 6000327

THIS GRANT AGREEMENT ("Agreement") is made and entered into effective as of April 1, 2024 by and between the San Diego Association of Governments ("SANDAG") and City of San Diego ("Subgrantee"). This Agreement expires on March 31, 2026, unless amended in writing by mutual agreement of the parties.

The following recitals are a substantive part of this Agreement:

A. In January 2010, the SANDAG Board of Directors approved Board Policy No. 035: Competitive Grant Program Procedures, which is available in its updated version at https://www.sandag.org/about/bylaws-and-policies. This Agreement and the Subgrantee's performance are subject to Board Policy No. 035, which includes multiple "use it or lose it" provisions.

B. In 2019, the state legislature passed Assembly Bill 101, which created state grant fund programs to distribute one-time funding to regional entities to prioritize planning activities that accelerate housing production. Thereafter, the California Department of Housing and Community Development (HCD) established the Regional Early Action Planning grant program (REAP), which allocated $6.8 million to SANDAG. Using these grant funds, SANDAG established a regional housing incentive program to collaborate on projects with a broader regional impact on housing.

C. REAP 2.0 was established as part of the 2021 California Comeback Plan under Assembly Bill 140, and HCD allocated SANDAG $43 million. REAP 2.0 builds on the success of REAP 1.0 and expands the REAP program focus by addressing housing and climate goals in California through funding planning and capital activities related to the acceleration of housing production within infill areas that affirmatively further fair housing and reduce vehicle miles traveled.

D. On October 28, 2022, the SANDAG Board of Directors approved the program eligibility and evaluation criteria for the Housing Acceleration Program (HAP) Cycle 2 Call for Projects, including up to $16 million in funding from REAP 2.0.

E. On May 7, 2023, SANDAG issued a call for projects from local jurisdictions in San Diego County that wish to apply for a portion of the HAP Cycle 2 funds for use on housing planning and capital improvement projects meeting certain criteria.

F. On October 13, 2023, the SANDAG Board of Directors approved a list of recommended HAP projects for this competitive grant cycle, and one of those projects is the subject of this Agreement (Project). The Project Scope of Work and Budget, and Project Schedule are included as Attachments A and B, respectively.

G. The purpose of this Agreement is to establish the terms and conditions for SANDAG to provide Subgrantee with funding to implement the Project.

H. Although SANDAG will provide financial assistance to Subgrantee to support the Project, SANDAG will not take an active role or retain substantial control of the Project. Therefore, this Agreement is characterized as a funding agreement rather than a cooperative agreement.

I. Subgrantee understands that REAP 2.0 funds were granted from HCD with statutory requirements and a SANDAG expenditure deadline of June 30, 2026. The SANDAG funding commitment to HAP Projects, including this Project, is subject to those statutory requirements and deadlines, which may impact funding availability for this Project.

NOW, THEREFORE, it is agreed as follows:

I. GRANT AWARD

A. The total amount payable by SANDAG to Subgrantee under this Agreement shall be the proportion of actual Project costs allocated to grant funding in the Project Budget (Attachment A) and shall not exceed the grant award of $500,000 (Fund Limit).

B. It is agreed and understood that this Agreement Fund Limit is a ceiling and that SANDAG will only reimburse the allowable cost of services rendered as authorized by SANDAG at or below the Fund Limit.

II. PROJECT BUDGET

The Subgrantee and SANDAG have agreed to a Project Budget outlined in Attachment A. The Subgrantee and third-party contractor(s) will incur obligations to the Project only as authorized by the Project Budget. Subgrantee may, with prior written approval from the HAP Program Manager, reallocate funds between tasks in the Project Budget as long as all of the following conditions are met:

1. The funds to be reallocated do not exceed an aggregate amount of ten percent for any particular task in the Project Budget,

2. The reallocation does not negatively impact the benefits obtained from the Project, and

3. There is no increase to the Fund Limit or decrease to the matching funds.

Any other changes to the Project Budget require the issuance of an amendment to this Agreement.

III. MATCHING FUNDS

Subgrantee agrees to provide matching funds in an amount of $100,000 of the actual cost of the Project, estimated to be 16.67 percent based on the Project Budget. If the actual cost of the Project exceeds the Project Budget, Subgrantee is responsible for 100 percent of the actual cost greater than the Project Budget.

A. Availability of Grant Funding

Except where expressly allowed in writing herein, credits for matching funds will be made or allowed only for work performed on and after the Agreement effective date and before the termination date of this Agreement, unless expressly permitted by SANDAG in writing.

B. Reduction of Matching Funds

The Subgrantee agrees that no matching funds may be reduced unless a reduction of the proportional share of the grant funding provided by SANDAG under this Agreement is also made.

C. Prompt Payment of Subgrantee's Share of Matching Funds

Subgrantee agrees to complete all actions necessary to provide its share of the Project costs at or before the time the matching funds are needed from Subgrantee to pay for Project costs. The

Subgrantee agrees to provide not less than its cumulative required match amount of Project costs prior to invoicing SANDAG for reimbursement. Each of Subgrantee's invoices must include its matching fund contribution, along with supporting, descriptive and explanatory documentation for the matching funds provided.

IV. PROJECT MANAGER

Subgrantee's Project Manager is Grant Ruroede.

The HAP Program Manager is Goldy Herbon.

Project Manager continuity and experience are deemed essential in Subgrantee's ability to carry out the Project under the terms of this Agreement. Should the Subgrantee change the Project Manager, it will provide written notice to the HAP Program Manager within ten business days of the change, including contact information for the new Project Manager.

V. NOTICE

All notices required to be given, by either party to the other, shall be deemed fully given when made in writing and received by the parties at their respective addresses:

San Diego Association of Governments
Attention: Grants Program Manager
401 B Street, Suite 800
San Diego, CA 92101

Subgrantee:
City of San Diego
Attention: Grant Ruroede
202 C Street MS 413
San Diego CA 92101

VI. PROJECT IMPLEMENTATION

A. General

The Subgrantee agrees to carry out the Project as follows:

1. Project Description

   Subgrantee agrees to perform the work as described in the Scope of Work included in Attachment A.

2. Subgrantee's Capacity

   The Subgrantee agrees to maintain or acquire sufficient legal, financial, technical, and managerial capacity to: (a) plan, manage, and complete the Project as described in Attachment A and provide for the use of any Project property; (b) carry out any safety and security aspects of the Project; and (c) comply with the terms of the Agreement and all applicable laws, regulations, and policies pertaining to the Project and the Subgrantee, including but not limited to the Pass-Through Provisions from REAP Agreement (Attachment C) and Board Policy No. 035.

3. Project Schedule

The Subgrantee agrees to complete the Project according to the Project Schedule included in Attachment B and in compliance with the Pass-Through Provisions from REAP Agreement (Attachment C) and Board Policy No. 035.

4. Project Implementation and Oversight Requirements

Subgrantee agrees to comply with the Performance Measures included in Attachment D.

5. Changes to Project Scope of Work

This Agreement was awarded to Subgrantee based on the application submitted by Subgrantee with the intention that the awarded funds would be used to implement the Project as described in the project application. Any substantive deviation from Subgrantee's Scope of Work during project implementation may require reevaluation or result in loss of funding. If Subgrantee knows or should have known that substantive changes to the Project will occur or have occurred, Subgrantee will immediately notify SANDAG in writing. SANDAG will then determine whether the Project is still consistent with the overall objectives of the grant program and whether the changes would have negatively affected the Project ranking during the competitive grant evaluation process. SANDAG reserves the right to have grant funding withheld from Subgrantee, or refunded to SANDAG, due to Subgrantee's failure to complete the Project satisfactorily or due to substantive changes to the Project not approved in advance by SANDAG.

B. Application of Laws

Should a federal or state law pre-empt or conflict with a local law, policy, or ordinance, the Subgrantee must comply with the federal or state law and implementing regulations. No provision of this Agreement requires the Subgrantee to observe or enforce compliance with any provision, perform any other act, or do any other task in contravention of federal, state, territorial, or local law, regulation, or ordinance. If compliance with any provision of this Agreement violates or would require the Subgrantee to violate any law, the Subgrantee agrees to notify SANDAG immediately in writing. Should this occur, SANDAG and the Subgrantee agree to make appropriate arrangements to proceed with or, if necessary, terminate the Project or affected portions expeditiously.

C. Changes in Project Performance

The Subgrantee agrees to notify SANDAG immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event, including a force majeure event, that may adversely affect the Subgrantee's ability to perform the Project under the terms of the Agreement and as required by Board Policy No. 035. The Subgrantee also agrees to notify SANDAG immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect SANDAG's interests in the Project; and agrees to inform SANDAG, also in writing, before naming SANDAG as a party to litigation for any reason, in any forum. At a minimum, the Subgrantee agrees to send each notice to SANDAG required by this subsection to SANDAG's Grants Program Manager.

D. Licenses and Permits

Subgrantee represents and warrants to SANDAG that Subgrantee and its subcontractors will have all necessary licenses, permits, qualifications and approvals of whatever nature that are required to legally practice its profession and perform services under this Agreement at all times during the term of this Agreement.

E. Standard of Care

Subgrantee expressly warrants that the work to be performed under this Agreement shall be performed in accordance with the applicable standard of care. Where approval by SANDAG, its management, or other representative of SANDAG is indicated in the Scope of Work, it is understood to be conceptual approval only and does not relieve the Subgrantee of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Subgrantee or its subcontractors.

F. Third-Party Contracting

Although the Subgrantee may delegate any or almost all Project responsibilities to one or more third-party contractors, the Subgrantee agrees that it, rather than any third-party contractor, is ultimately responsible for compliance with all applicable laws, regulations, and this Agreement. The first invoice utilizing any third-party contractor shall be accompanied by evidence of compliance with the following requirements:

1. Competitive Procurement

   Subgrantee shall not award contracts with a cumulative value over $10,000 based on a noncompetitive procurement for work to be performed under this Agreement without the prior written approval of SANDAG. Contracts awarded by Subgrantee, if intended as local match credit, must meet the requirements outlined in this Agreement regarding local match funds. Upon request by SANDAG, Subgrantee shall submit its Request for Proposals or bid solicitation documents to SANDAG staff for review and comment for consistency with the agreed upon Scope of Work with SANDAG and to ensure a competitive process was used.

   If Subgrantee hires a third-party contractor to carry out work funded under this Agreement, Subgrantee shall: prepare a cost estimate prior to soliciting proposals/bids; publicly advertise for competing proposals/bids for the work; for professional services, use cost as a significant evaluation factor in selecting the third-party contractor; document a record of negotiation establishing that the amount paid by Subgrantee for the work is fair and reasonable; and pass through the relevant obligations in this Agreement to the contractor.

2. Debarment

   Subgrantee shall execute and cause its third-party contractors to execute debarment and suspension certificates stating they have not been disqualified from doing business with government entities. The documentation showing a lack of debarment shall be obtained from the following two websites:

   - Subgrantee will check the System for Award Management (SAM) at www.sam.gov to verify the prime contractor and all of its subcontractors are not currently debarred or suspended by the federal government.

   - Entities in the United States are banned from doing business with companies with ownership based in countries such as Cuba, Sudan and China due to United States trade sanctions. A search on the US Treasury's Office of Foreign Assets Control (OFAC) website can ensure Subgrantee will not be doing business with a vendor that is subject to trade sanctions. This can be done at https://sanctionssearch.ofac.treas.gov/.

3. Flowdown

Subgrantee agrees to take appropriate measures necessary, including the execution of a subagreement, lease, third-party contract, or other, to ensure that all Project participants, including alternate payees or third-party contractors at any tier, comply with all applicable federal laws, regulations, policies affecting Project implementation and Agreement requirements. In addition, if an entity other than the Subgrantee is expected to fulfill any responsibilities typically performed by the Subgrantee, the Subgrantee agrees to assure that the entity carries out the Subgrantee's responsibilities as outlined in this Agreement, including but not limited to those in Attachment C.

4. No SANDAG Obligations to Third Parties

In connection with the Project, the Subgrantee agrees that SANDAG shall not be subject to any obligations or liabilities to any subcontractor, lessee, third-party contractor at any tier, or other person or entity that is not a party to the Agreement for the Project. Notwithstanding that SANDAG may have concurred in or approved any solicitation, subagreement, lease, alternate payee designation, or third-party contract at any tier, SANDAG has no obligations or liabilities to any entity other than the Subgrantee.

5. Equipment Purchases

Subgrantee shall maintain ownership of any equipment purchased using Agreement funding and shall use such equipment only for the purposes outlined in this Agreement. The parties agree to meet and confer in good faith to ensure the equipment's continued use for the intended purposes, which may include reimbursement to SANDAG when the fair market value of the equipment at Project completion exceeds $5,000. SANDAG and Subgrantee further agree that Subgrantee shall keep an inventory record for each piece of equipment purchased under this Agreement and maintain each piece of equipment in good operating order consistent with the purposes for which they were intended. SANDAG shall have the right to conduct periodic maintenance inspections to confirm the equipment's existence, condition, and proper maintenance.

VII. ETHICS

A. Subgrantee Code of Conduct/Standards of Conduct

The Subgrantee agrees to maintain a written code of conduct or standards of conduct that shall govern the actions of its officers, employees, council or board members, or agents engaged in the award or administration of subagreements, leases, or third-party contracts supported with the grant funding. The Subgrantee agrees that its code of conduct or standards of conduct shall specify that its officers, employees, council or board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential subcontractor, lessee, or third-party contractor at any tier or agent thereof. The Subgrantee may set de minimis rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. The Subgrantee agrees that its code of conduct or standards of conduct shall also prohibit its officers, employees, board members, or agents from using their respective positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain. As permitted by state or local law or regulations, the Subgrantee agrees that its code of conduct or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers, employees, council or board members, or their agents, or its third-party contractors or subcontractors or their agents.

B. Personal Conflicts of Interest

The Subgrantee agrees that its code of conduct or standards of conduct shall prohibit the Subgrantee's employees, officers, council or board members, or agents from participating in the selection, award, or administration of any third-party contract or subagreement supported by the grant funding if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of their immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein have a financial interest in a firm competing for award.

C. Organizational Conflicts of Interest

The Subgrantee agrees that its code of conduct or standards of conduct shall include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subagreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third-party contractor or subcontractor or impair its objectivity in performing the contract work.

D. SANDAG Code of Conduct

SANDAG has established policies concerning potential conflicts of interest. These policies apply to Subgrantee. For all awards by SANDAG, any practices that might result in unlawful activity are prohibited including, but not limited to, rebates, kickbacks, or other unlawful considerations. SANDAG staff members are specifically prohibited from participating in the selection process when those staff have a close personal relationship, family relationship, or past (within the last 12 months), present, or potential business or employment relationship with a person or business entity seeking a contract with SANDAG. It is unlawful for any contract to be made by SANDAG if any individual Board member or staff has a prohibited financial interest in the contract. Staff also are prohibited from soliciting or accepting gratuities from any organization seeking funding from SANDAG. SANDAG's officers, employees, agents, and board members shall not solicit or accept gifts, gratuities, favors, or anything of monetary value from consultants, potential consultants, or parties to subagreements. By signing this Agreement, Subgrantee affirms that it has no knowledge of an ethical violation by SANDAG staff or Subgrantee. If Subgrantee has any reason to believe a conflict of interest exists concerning the Agreement or the Project, it shall notify the SANDAG Office of General Counsel immediately.

E. Bonus or Commission

The Subgrantee affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its grant funding application for the Project.

F. False or Fraudulent Statements or Claims

The Subgrantee acknowledges and agrees that by executing the Agreement for the Project, the Subgrantee certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project, including, but not limited to, the Subgrantee's grant application, progress reports, and invoices.

VIII. PAYMENTS

A. Type of Payment

The payment type for this Agreement will be reimbursement and will be based on actual, substantiated, and allowable costs described herein.

B. Alternate Payee

If the Subgrantee designates a party as an Alternate Payee, Alternate Payee is authorized to submit payment requests directly to SANDAG to receive reimbursement for allowable Project costs. This does not alleviate Subgrantee from all obligations under this Grant Agreement.

C. Invoicing

Subgrantee or Alternate Payee is required to submit invoices quarterly using a template provided by SANDAG. Invoices must be accompanied by a quarterly report (template to be provided by SANDAG). SANDAG will make payments for eligible amounts to Subgrantee or Alternate Payee as promptly as SANDAG fiscal procedures permit upon receipt of Subgrantee's or Alternate Payee's itemized signed invoice(s), backup, deliverables,and confirmation by the HAP Program Manager that Subgrantee is in compliance with the reporting and other requirements in this Agreement. SANDAG shall retain 10 percent from the amounts invoiced until the satisfactory completion of the Project. SANDAG shall promptly pay retention amounts to Subgrantee or Alternate Payee following satisfactory completion of the Scope of Work, including but not limited to receipt of all deliverables, completion of a final site visit, and notification that all labor compliance requirements have been met (for capital projects), the final invoice, and all required documentation.

D. Eligible Costs

The Subgrantee agrees that Project costs eligible for grant funding must comply with the following requirements unless SANDAG determines otherwise in writing. To be eligible for reimbursement, Project costs must be:

1. Consistent with the Project Scope of Work, Schedule, and Project Budget, and other provisions of the Agreement.

2. Necessary to accomplish the Project.

3. Reasonable for the goods or services purchased.

4. Actual net costs to the Subgrantee (i.e., the price paid minus any refunds, rebates, or other items of value received by the Subgrantee that reduces the cost actually incurred, excluding program income). Project-generated revenue realized by the Subgrantee shall be used to support the Project. Project-generated revenue and expenditures, if any, shall be reported at the end of the Agreement period.

5. Incurred for work performed on or after the Agreement effective date and before the termination date, and also must have been paid for by the Subgrantee.

6. Satisfactorily documented with supporting documentation, which will be submitted with each invoice. Copies of invoices are required for goods or services provided by third parties.

7. Treated consistently following generally accepted accounting principles and procedures for the Subgrantee and any third-party contractors and subcontractors, (see Section entitled "Accounting Records").

8. Eligible for grant funding as part of the grant program through which the funds were awarded.

E. Excluded Costs

In determining the amount of REAP funds SANDAG will provide for the Project, SANDAG will exclude the following:

1. Any Project cost incurred by the Subgrantee before the Effective Date of the Agreement or applicable Amendment.

2. Any cost that is not included in the Project Budget.

3. Any cost for Project property or services received in connection with a subagreement, lease, third-party contract, or other arrangement that is required to be, but has not been, concurred in or approved in writing by SANDAG.

4. Any cost ineligible for SANDAG participation as provided by applicable laws, regulations, or policies.

5. Any cost incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (any indirect cost). Typical indirect costs include facilities and administration costs such as heat/air conditioning, lighting, payroll, and the entity's accounting system. Administrative costs such as clerical and support staff salaries are often treated as indirect costs.

The Subgrantee understands and agrees that payment to the Subgrantee for any Project cost does not constitute SANDAG's final decision about whether that cost is allowable and eligible for payment under the Project and does not constitute a waiver of any violation by the Subgrantee of the terms of this Agreement or Board Policy No. 035. The Subgrantee acknowledges that SANDAG will not make a final determination about the allowability and eligibility of any cost until the final payment has been made on the Project or the results of an audit of the Project requested by SANDAG have been completed, whichever occurs latest. If SANDAG determines that the Subgrantee is not entitled to receive any portion of the grant funding requested or paid, SANDAG will notify the Subgrantee in writing, stating its reasons. The Subgrantee agrees that Project closeout will not alter the Subgrantee's responsibility to return any funds due to SANDAG as a result of later refunds, corrections, performance deficiencies, or other similar actions; nor will Project closeout alter SANDAG's right to disallow costs and recover funds provided for the Project on the basis of a later audit or other review. Upon notification to the Subgrantee that specific amounts are owed to SANDAG, whether for excess payments of grant funding, disallowed costs, or funds recovered from third parties or elsewhere, the Subgrantee agrees to promptly remit to SANDAG the amounts owed, including applicable interest, penalties and administrative charges.

IX. ACCOUNTING, REPORTING, RECORD RETENTION, AND ACCESS

A. Project Accounts

The Subgrantee and Alternate Payee agree to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The Subgrantee and Alternate Payee also agree to maintain documentation of all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents related in whole or in part to the Project so that they may be clearly identified, readily accessible, and available to SANDAG upon request and, to the extent feasible, kept separate from documents not related to the Project.

B. Reports

1. The Subgrantee agrees to submit to SANDAG all reports required by law and regulation, policy, this Agreement, or any other reports SANDAG may specify. SANDAG reserves the right to specify that records be submitted in particular formats. Subgrantee may be required to attend meetings of SANDAG staff and committees, including but not limited to the Regional Planning

Committee and the SANDAG Board of Directors, to report on its progress and respond to questions from Board Members or the public.

2. Subgrantee's performance shall be monitored for consistency with the Scope of Work. SANDAG will utilize Performance Measures (Attachment D) and the SANDAG Grant Monitoring Checklist provided by the HAP Program Manager, to document compliance with this Agreement. Subgrantee's performance will be measured against the Performance Measures during the term of this Agreement. If the Subgrantee does not comply with provisions in this Agreement or achieve minimum performance requirements, SANDAG will issue Subgrantee a written Notice to Complete a Recovery Plan (Notice). Subgrantee's Recovery Plan shall include a detailed description of how Subgrantee intends to come into compliance with the Agreement or Performance Measures. Subgrantee's Recovery Plan must include an implementation schedule that reflects compliance with the Agreement as referenced in the Notice, or achievement of its performance measure minimums within three months following the issue date of the Notice. Subgrantee must submit its Recovery Plan to the HAP Program Manager within 30 calendar days following the issue date of the Notice. If Subgrantee's performance is inconsistent with that proposed in its Recovery Plan, SANDAG, in its sole discretion, may terminate this Agreement.

3. Subgrantee must submit quarterly reports and invoices to SANDAG, detailing accomplishments in the quarter, anticipated progress next quarter, pending issues and actions toward resolution, and status of the Project's budget, schedule, and Performance Measures using templates provided by SANDAG. The Quarterly Progress Report shall be submitted to SANDAG within 30 days after each period close, covering January 1 to March 31; April 1 to June 30; July 1 to September 30; and October 1 to December 31. Subgrantee will not be paid until all reports are completed and provided to SANDAG in the format and with the content SANDAG requires. Furthermore, the Subgrantee agrees to provide project milestone information (such as presentations to community groups, other agencies, and elected officials, groundbreakings, and ribbon-cuttings) to support media and communications efforts. Subgrantee needs to document and track in-kind contributions designated as matching funds as part of project management. Subgrantee must provide all deliverables identified in the Scope of Work in order to receive payment.

4. Press materials shall be provided to SANDAG staff before they are distributed. SANDAG logo(s) should be included in press materials and other project collateral based on logo usage guidelines to be provided by SANDAG. Subgrantee agrees to provide project milestone information to support media and communications efforts.

5. Subgrantee is responsible for the following photo documentation:

    - Existing conditions photos (as applicable), which should illustrate the current conditions of the project site and demonstrate the need for improved facilities

    - Project milestone photos (such as workshops, presentations to community groups, other agencies, and elected officials)

    - Photos should be high resolution (at least 4 inches by 6 inches with a minimum of 300 pixels per inch) and be accompanied by captions with project descriptions, dates, locations, and the names of those featured, if appropriate. Subgrantees must obtain consent of all persons featured in photos (or that of a parent or guardian of persons under the age of 18) by using the SANDAG Photo and Testimonial Release form to be provided by SANDAG, or a similar release form developed by Subgrantee and agreed upon by SANDAG.

C. Record Retention

During the course of the Project and for three years thereafter from the date of transmission of the final invoice, the Subgrantee agrees to maintain, intact and readily accessible, all communications, data, documents, reports, records, contracts, and supporting materials relating to the Project, as SANDAG may require. All communications and information provided to SANDAG become the property of SANDAG and public records, as such, may be subject to public review. Please see SANDAG's Board Policy No. 015: Records Management Policy, which is available at https://www.sandag.org/about/bylaws-and-policies, for information regarding the treatment of documents designated as confidential.

D. Meeting Records

Subgrantee shall provide SANDAG with agendas and meeting summaries for all community meetings. SANDAG staff may attend any meetings as appropriate.

E. Access to Records of Subgrantees and Subcontractors

The Subgrantee agrees to permit, and require its subcontractors to permit, SANDAG or its authorized representatives, upon request, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Subgrantee and its subcontractors pertaining to the Project.

X. PROJECT COMPLETION, AUDIT, SETTLEMENT, AND CLOSEOUT

A. Project Completion

Within 90 calendar days following Project completion or termination by SANDAG, or by April 30, 2026, whichever occurs first, the Subgrantee agrees to submit a final invoice of Project expenses and final reports, as applicable. All payments made to the Subgrantee shall be subject to review for compliance by SANDAG with the requirements of this Agreement and shall be subject to an audit upon completion of the Project.

B. Project Audit

The Subgrantee agrees to have financial, performance, and compliance audits performed as SANDAG may require. The Subgrantee agrees that Project closeout will not alter the Subgrantee's audit responsibilities. Audit costs are allowable Project costs.

C. Performance Audit

The Subgrantee agrees to cooperate with SANDAG regarding any performance audit performed on the Project.

D. Project Closeout

Project closeout occurs when SANDAG notifies the Subgrantee that SANDAG has closed the Project, and, if applicable, either forwards the final grant funding payment and or acknowledges that the Subgrantee has remitted the proper refund. The Subgrantee agrees that Project closeout by SANDAG does not invalidate any continuing requirements imposed by the Agreement or any unmet requirements outlined in a written notification from SANDAG.

XI. TIMELY PROGRESS AND RIGHT OF SANDAG TO TERMINATE

A. Subgrantee shall make diligent and timely progress toward completion of the Project within the timelines outlined in the Project Schedule.

B. In the event Subgrantee encounters or anticipates difficulty in meeting the Project Schedule, the Subgrantee shall immediately notify the HAP Program Manager in writing, and shall provide pertinent details, including the reason(s) for the delay in performance and the date by which Subgrantee expects to complete performance or delivery. This notification shall be informational in character only and receipt of it shall not be construed as a waiver by SANDAG of a project delivery schedule or date, or any rights or remedies provided by this Agreement, including Board Policy No. 035 requirements.

C. Subgrantee agrees that SANDAG, at its sole discretion, may suspend or terminate all or any part of the grant funding if the Subgrantee fails to make reasonable progress on the Project and/or violates the terms of the Agreement or Board Policy No. 035, or if SANDAG determines that the continuation of grant funding for the Project would not adequately serve the purpose of the laws or policies authorizing the Project.

D. In general, termination of grant funding for the Project will not invalidate obligations properly incurred by the Subgrantee before the termination date to the extent those obligations cannot be canceled. If, however, SANDAG determines that the Subgrantee has willfully misused grant funding by failing to make adequate progress or failing to comply with the terms of the Agreement, SANDAG reserves the right to require the Subgrantee to refund to SANDAG the entire amount of grant funding provided for the Project or any lesser amount as SANDAG may determine.

E. Expiration of any Project time period established in the Project Schedule will not automatically constitute an expiration or termination of the Agreement for the Project. However, Subgrantee must request, and SANDAG may agree to amend the Agreement in writing if the Project Schedule will not be met. An amendment to the Project Schedule may be made at SANDAG's discretion if Subgrantee's request is consistent with the provisions of Board Policy No. 035 and the REAP 2.0 requirements, including the expenditure deadline set by the state for the REAP 2.0 program.

XII. CIVIL RIGHTS

The Subgrantee agrees to comply with all applicable civil rights laws, regulations and policies and shall include the provisions of this section in each subagreement, lease, third-party contract or other legally binding document to perform work funded by this Agreement. Applicable civil rights laws, regulations and policies include, but are not limited to, the following:

A. Nondiscrimination

SANDAG implements its programs without regard to income level, disability, race, color, and national origin in compliance with the Americans with Disabilities Act and Title VI of the Civil Rights Act. Subgrantee shall prohibit discrimination on these grounds, notify the public of their rights under these laws, and utilize a process for addressing complaints of discrimination. Furthermore, Subgrantee shall make the procedures for filing a complaint available to members of the public and will keep a log of all such complaints. Subgrantee must notify SANDAG immediately if a complaint related to the Project or program funded by this grant is lodged. If Subgrantee receives a Title VI-related or ADA-related complaint, Subgrantee must notify SANDAG in writing within 72 hours of receiving the complaint so that SANDAG can determine whether it needs to carry out its own investigation.

B. Equal Employment Opportunity

During the performance of this Agreement, Subgrantee and all of its subcontractors, if any, shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, denial of pregnancy disability leave, veteran status, or sexual orientation. Subgrantee and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subgrantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code Section 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code Section 12990 (a-f), outlined in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by this reference and are made a part hereof as if set forth in full. Subgrantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with a collective bargaining or other Agreement.

XIII. DISPUTES AND VENUE

A. Choice of Law

This Agreement shall be interpreted under the laws of the State of California.

B. Dispute Resolution Process

If Subgrantee has a dispute with SANDAG during the performance of this Agreement, Subgrantee shall continue to perform unless SANDAG informs Subgrantee in writing to cease performance. The dispute resolution process for disputes arising under this Agreement shall be as follows:

1. Subgrantee shall submit a statement of the grounds for the dispute, including all pertinent dates, names of persons involved, and supporting documentation, to the HAP Program Manager. The HAP Program Manager and other appropriate SANDAG staff will review the documentation promptly and reply to Subgrantee within 20 calendar days. Upon receipt of an adverse decision by SANDAG, Subgrantee may submit a request for reconsideration to SANDAG's Chief Executive Officer or designee. The request for reconsideration must be received within ten calendar days from the postmark date of SANDAG's reply. The Chief Executive Officer or designee will respond in writing to the request for reconsideration within ten working days.

2. If Subgrantee is dissatisfied with the results following the exhaustion of the above dispute resolution procedures, Subgrantee shall make a written request to SANDAG for appeal to the SANDAG Regional Planning Committee. SANDAG shall respond to a request for mediation within 30 calendar days. The decision of the Regional Planning Committee shall be final.

C. Venue

If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, litigation and collection expenses, witness fees, and court costs as determined by the court.

XIV. ASSIGNMENT

Subgrantee shall not assign, sublet, or transfer (whether by assignment or novation) this Agreement or any rights under or interest in this Agreement.

XV. INDEMNIFICATION AND HOLD HARMLESS

A. Generally

With regard to any claim, protest, or litigation arising from or related to the Subgrantee's performance in connection with or incidental to the Project or this Agreement, Subgrantee agrees to defend, indemnify, protect, and hold SANDAG and its agents, officers, Board members, and employees harmless from and against any and all claims, including, but not limited to prevailing wage claims against the Project, asserted or established liability for damages or injuries to any person or property, including injury to the Subgrantee's or its subcontractors' employees, agents, or officers, which arise from or are connected with or are caused or claimed to be caused by the negligent, reckless, or willful acts or omissions of the Subgrantee and its subcontractors and their agents, officers, or employees, in performing the work or services herein, and all expenses of investigating and defending against same, including attorney fees and costs; provided, however, that the Subgrantee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of SANDAG, its Board of Directors, agents, officers, or employees.

B. Intellectual Property

Upon request by SANDAG, the Subgrantee agrees to indemnify, save, and hold harmless SANDAG and its Board of Directors, officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Subgrantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Subgrantee shall not be required to indemnify SANDAG for any liability caused solely by the wrongful acts of SANDAG employees or agents.

XVI. INDEPENDENT CONTRACTOR

A. Status of Subgrantee

Subgrantee shall perform the services provided for within this Agreement as an independent contractor, not an employee of SANDAG. Subgrantee shall be under the control of SANDAG as to the result to be accomplished and not the means and shall consult with SANDAG as provided for in the Scope of Work. The payments made to Subgrantee under this Agreement shall be the full compensation to which Subgrantee is entitled. SANDAG shall not make any federal or state tax withholdings on behalf of Subgrantee. SANDAG shall not be required to pay any workers' compensation insurance on behalf of Subgrantee. Subgrantee agrees to indemnify SANDAG for any tax, retirement contribution, social security, overtime payment, or workers' compensation payment which SANDAG may be required to make on behalf of Subgrantee or any employee of Subgrantee for work done under this Agreement.

B. Actions on Behalf of SANDAG

Except as SANDAG may specify in writing, Subgrantee shall have no authority, express or implied, to act on behalf of SANDAG in any capacity whatsoever, as an agent or otherwise. Subgrantee shall have no authority, express or implied, to bind SANDAG or its members, agents, or employees to any obligation whatsoever unless expressly provided for in this Agreement.

XVII. SEVERABILITY AND INTEGRATION

If any provision of the Agreement is determined invalid, the remainder of that Agreement shall not be affected if that remainder continues to conform to the requirements of applicable laws or regulations.

This Agreement, with its attachments and the resolution from Subgrantee's governing body submitted with its application, represents the entire understanding of SANDAG and Subgrantee regarding those matters. No prior oral or written understanding shall be of any force or effect concerning those matters covered herein. This Agreement may not be modified or altered except in writing, signed by SANDAG and the Subgrantee.

XVIII. SIGNATURES

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last signature date below.

SAN DIEGO ASSOCIATION OF GOVERNMENTS

Susan Huntington 03/12/2024

SUSAN HUNTINGTON
Director of Financial Planning, Budgets, and Grants

CITY OF SAN DIEGO

03/12/2024

CASEY SMITH
Deputy Chief Operating Officer

APPROVED AS TO FORM:

03/12/2024

Office of General Counsel

ATTACHMENT A
SCOPE OF WORK AND PROJECT BUDGET

See following page.

Scope of Work and Budget

Applicant Name: *City of San Diego Planning Department*

Project Title: *Small Scale Neighborhood Homes (SSNH) Initiative*

Part I: Project Overview

Project Location: *City of San Diego- Citywide*

Brief Project Summary: *Grant funds will address the need for more missing middle housing options in the City of San Diego by preparing standardized 'preapproved' plans for duplexes, triplexes, bungalow courts, or other small-scale multiple-home developments.*
These standardized plans will reduce housing development costs and simplify production and review processes, as well as promote housing projects near public transportation to decrease Vehicle Miles Traveled (VMT). Moreover, the standardized plans will incorporate sustainable building materials which will contribute to the city's efforts in decarbonizing the built environment. A portion of the funds will be dedicated to community outreach and engagement, ensuring that local input guides the development of these plans and makes them more tailored to the community's needs and preferences ensuring that new missing middle housing projects will improve San Diego's communities. This initiative aims to create a more sustainable, accessible, and inclusive housing landscape in San Diego, enhancing the overall quality of life for its community members.

Part II: Scope of Work and Budget

[List the Project tasks and corresponding budget. The Total Project Cost column will auto-calculate.]

Task No.	Task Description	Outcome/Output	Deliverables	HAP Grant Amount	Matching Funds Amount	Total Project Cost
Enter Task or Subtask Number (tailor as needed)	*Enter task descriptions. Limit sub-tasks to major milestones.*	*Enter Task Details*	*Enter deliverables associated with each task.*	*Enter amount requested*	*Enter Local Match (non-REAP funds)*	*Enter cost to complete each task. Sub-tasks should not have an associated cost. The total cost of all tasks should equal the total project cost (grant funds requested + matching funds).*
1	*Issue Task Order for Consultant Team*	*The task order will be issued to a consultant on the Planning Multidisplinary on-call list. Planning Department staff review available consultants and select the most qualified team to produce standarized plans.*	*Draft Task Order; negotiate scope; route approved task order and scope; approved task order*	*$ -*		*$ -*
2	*Public Outreach*	*City staff will meet with the consultant team to determine the best manner to engage and receive input for the standardized plans. Consultant will prepare outreach plan and materials. Outreach will be conducted according to the Outreach Plan.*	*Outreach plan and materials. Workshops will be held.*	*$ 50,000.00*	*$ 50,000.00*	*$ 100,000.00*
3	*Standard Designs*	*Consultant team will produce standard designs for middle housing utilizing sustainable materials, where possible.*	*Middle Housing Standardized Plans*	*$ 450,000.00*	*$ 50,000.00*	*$ 500,000.00*
			TOTAL PROJECT COST:	**$ 500,000.00**	**$ 100,000.00**	**$ 600,000.00**

Part III: Summary of Funding

Total Project Cost:	$ 600,000.00
Total Grant Request:	$ 500,000.00
Total Matching Funds:	$ 100,000.00

Grant Percentage: **83.33%**
Matching Funds Percentage: **16.67%**

Part IV: Project Budget and Expenditures Per Fiscal Year

SANDAG staff will use this information for the Regional Transportation Improvement Program (RTIP) if this project receives funding.

Category*	Fiscal Year (FY) 2024 (July 1, 2023 - June 30, 2024)	Fiscal Year (FY) 2025 (July 1, 2024 - June 30, 2025)		Fiscal Year (FY) 2026 (July 1, 2025 - June 30, 2026)		Total Grant Amount	Total Matching Funds	Total Project Cost
	Grant Amount	Grant Amount	Match Amount	Grant Amount	Match Amount			
ENV/ENGR		$ 250,000.00	$ 75,000.00	$ 250,000.00	$ 25,000.00	$ 500,000.00	$ 100,000.00	$ 600,000.00
ROW						$ -	$ -	$ -
CONSTRUCTION						$ -	$ -	$ -
Total	**$ -**	**$ 250,000.00**	**$ 75,000.00**	**$ 250,000.00**	**$ 25,000.00**	**$ 500,000.00**	**$ 100,000.00**	**$ 600,000.00**

*Key

Category	Category Description
ENV/ENGR	Environmental, Engineering, and Planning
ROW	Right-of-Way
CONSTRUCTION	Construction

ATTACHMENT B
PROJECT SCHEDULE

See following page.

Project Schedule

Applicant Name: City of San Diego Planning Department

Project Title: Small Scale Neighborhood Homes (SSNH) Initiative

Part II: Project Schedule

Propose a timeframe for the Project tasks. The schedule must use the same tasks that are in the Scope of Work and be based on the number of months from the Notice to Proceed (NTP).

Task No.	Task Description	Schedule		
Enter Task or Subtask Number (tailor as needed)	*Copy and paste the description from the Scope of Work.*	*Enter start date as number of months from NTP. Enter whole numbers.*	*Enter end date as number of months from NTP. Enter whole numbers.*	*Enter total duration anticipated for task completion. Enter in number of months. Enter whole numbers.*
1	Issue Task Order for Consultant Team	1	2	*1*
2	Public Outreach	3	8	*5*
3	Standard Designs	5	19	*14*
			Total Project Duration (In Months from NTP):	**24**

Note: This page starts the Attachment C that contains unreadable text. A clean readable version of this Attachment C is provided at the end of this document.

ATTACHMENT C

PASS-THROUGH PROVISIONS FROM REAP AGREEMENT

The following pages are labeled as REAP2 Terms and Conditions and are copies of Exhibit D to SANDAG's Agreement with HCD (HCD Agreement). The HCD Agreement requires compliance with the Local Government Planning Support Grant Program (Health & Safety Code §50515.06 et seq.) The REAP Terms and Conditions refer to SANDAG as Grantee. Section 9B of the document requires that if SANDAG enters into any contracts with subrecipients such as Subgrantee as a result of the HCD Agreement, such contract must contain all the provisions in the HCD Agreement.

EXHIBIT D - REAP'2 TERMS AND CONDITIIONS

1. . Accountinn and Records

A. The Grantee, its empbyees, contractors, and s1.1bcontractors shall estalll'islli a:nd maintain an acw1.111ting system and reports tllat pfQperly accumullate incurreclpiqect costs tJy line. Tl'le accounting system shalll confmrn to Generally Accepted Accoo11ting Plincipl:es (GAA!P}, en.ml.e the determination ofi incurred coots at i11tel"im p·onts ofi compl:e1!ion, and!pmvide support for payme11rt vo1.1ch.ei-sam:i i11voi:ces. Grantees may establish and maintain an accounting system and reports, as d'.esclibed above, on beilalf of contractors and subcontractors.

B. The Grantee must establish a separate ledger account for receipts and e)(!penditures ofi grant fundlsand maintain expenditure details·n accordance with the budget a11d timeUne. Separate bank acwu11rts are not required. As appRIJ)liate, Grant.ses must estalllisil s9iparate ledgers for State General runds and other fum:ls associated with proposed uses 110 provid'.ed by 1he REti;P 2.0 Prngram.

C. The Grantee shall maintain documentation ofi its normal prno1.1rement poUcy and competitive bid process (includ!ing th.e use of sole source purchasing}, aml financial records of e)(!penditures incurred duling1he course of tll.e piqect in accordance with GAAP.

☐. The Grantee agrees 1hat the Department or designated representative shall have the light to,review a:nd to copy a11ry records and supporting d:Oc11me11tation pertaining to the pertormance of tile Agreemenl

E. The Grantee agrses lo maintain such records for a possible aud'it after tile final payment for at 1:east five years aliter all funds have been expend'.ed or returned to the stare unless a longer period of records retention is stipulated. Wherever practi:cable, such rec,ords should lle oollect.ed, transmitted, and stored in open and macllline-readabl.e formats.

F. Co11rtractors and suboo11rtraotors employed by the Grantee and paid with moneys. under tile terms ofi lhis Agreement sll.:illlbe responsible for mai11rt·11ing accou11rting records as specified aoove.

2. Invoicing

A. Grant funds cannot be disllursed 11ntill117.e Agrsement has been full¥ exec1.1ted.

B. The Grantee wi11be respolilisible for compiling and sullmitting alllinvoioes and reiPorting doc11me11ts.

C. The Grantee must bill the Department bs'lsed 0111 cl'.ear deliverables outlined in the Agreeme11rt m b1.1dget limerne. Generally, approved a11d el'igillle costs inru1red for work after execution of lhe Agreement and completed duling the grant term wmlle reimllui-sable. How:ever. elig"ble activities conducted plior to award willlbe

raimbtusable to Jufy 1, 2021. Approved and eligible costs incurred **prior** to July 11, 2021, are irnel'igi11'.e.

☐. Gra11tees w o received advance runds sllall expend all such funds or demonstrate su'bstantiallprogress prim to requesting additional aclvanced fu11ding by submitting an updated projeot timeline and bud'.get, inoluding e pendiitme piugrass for their eligible projects from the appl'icaticm andlany suppomng documentation.

E. PKlject·nvoices may lle submitted to the Department by lhe Grantee on a quarterly basis or upon completion of a del'iverable, subject to the Departme11t's ap;p10vall.

F. The Oepartrment m.,iy consider advance payments or alitennatirve arrangernents to raimbtusement.and payment methods llasedlon demonstrated need. The Department may oonsider factors suah as availabl'.e rund!sror eligible aotivities. Su1allocatio111s mwt request funds i11i1ncrements, schedule for aclvanoe payments or otller fom1 app10vedl by the Department, and report piugress according lo a111 impl'.ementalion and expendiiture timetable.

G. Supporting doomnentation may incl'ud'.e, but is not limited to, purcllase orders, reoeipts, progress payments, su'bcan1ractor invoices, omecard!s, reports, or any other d'.ocument.ationias deemed neoessruy by the Department to support the raimbursement.to the Grantee for exipendiitures incurred.

hi. Invoices must Im acoo11 panied by supporting docume11tation wll.ere appropriate. **Invoices** without supporting documentation **will** not lle paid. The Departme11t may wil!hll.old 1up **to** 10 percent of the grant 1un,ti'l grant terms have lleen fulfilled!·,ndm::ling all required!reporting.

3. Audits

A. At any time during tile term of tile Agreement, tile Department may perform **or** cause to lle performed a financial audiit of any and alllphases of lhe award. At the Department's request, tile Grantee shalll provide, at its ow,n expenoo, a financial audit prepared l)y a certified publf:c aa:ountant. The Depamne11t 11.is !he ligh,t to review p10ject documents and conduot aud ts duri11g pKljeot impl'.ementation and over the proj,ect life.

B. The Grantee agrees lhat lhe Departrment or tile Oepartmenfs designee shall have the rigll,t to reviei.v, olltafn, and oopy all racorn:s and sup;portfng d'.ocumentatio111 pertaining to performance of this Agreement.

C. The Grantee agrees to provide the Departme11t. or the Departrment's designee, vmh any rel'.evant intorma1!ion requested.

☐. The Grantee agrees to permit the Department or tll.e Oei,Partmenfs d'.esignee aooess to its premises, upon reason.;ible notice, duiing normal!business hours for the purpose minterviewing empl'.oyees who might reasonably have i11formation ralated to su:oh records and inspeoling and copying suclli books, racords, aa:ounts, and o her

material that may be rel:evant to a matter lllnder in1'estigatiorn1for the puipose of d'.etem1ining compl'iarnce with sta Llles, REAP 2.0 G'l.lid'.el'ines, and the Agreement.

E. The □eparbnent may request additional inforrnati.olill, a,s needed, to meet o her a;ppJicabl:e audit requirements_

F. The □eparlment may monitor exipenditures and activities of ai Grantee or its d'esignees, contraotors or subcontractors, a,s the Oeil)artment deems necessary, to ensure compliance with REAP raquirements..

G. Grantees using fed:eral or state transportation planning 1iunds administered through the Overall Worik. ProgramOWP} silall dearty identify tile source of fimds.

f-1. If there are audit findings, tile Grant.ee must submit a detailed response aa::9ip!able to !he Department for each aud'it finding wilhin '90 days fmm the date oflhe aud'it finding report.

I. The Grantee agrees to maintain suoh records for possible aud'it after til.e final payment for at 1:eaist live years affer all funds have tJeen expended or returned to the state unless a long.er period of records retention is stipulated. Wherever practi:ca Jle, suoh records silould be oollected, transmitl.ed, and stored in open and maciline-readabl:e formats.

J_ If any li:tigationi, claim, negotiation, audit, monitoring, inspectiolill, or other action ilas !Jeen started before tll.e expiration of the requirad record retention period, alll racoms must be retained l)Y the Grantee and i:ts d'.esignees, cm1traotors, and sub-contractors untill compl:eticm of til.e action and reso utio11o1f alllissues which arise fmm i:t. In any contract !hat it enters into in a11a1mount exceeding $110,000, the Grantee shall include the Department's right to aud'it til.e cm1tractol"s records and irn,ter!Jiew !heir empl:oyees.

K. The Grantee shall comply wil!h and be aware of !he raquirements and penalties for viol!ations of fraud and for obstruction of in,'i'estigation a,s set forth in California Publi:c Contracts Cod'.e Section 10115.10.

4. Remedies omd Non-pe:rtorm11nce

A. Any dispute ooncerning a question of ract al'ising under this Agreement tilat is not disposed of by agreement shalllbe decid'.ed by tll.e D9ipartment's Housing Policy Develo;pment Manager, or the M!anager's d'.esignee, who may consid'.er any wlitten or verbal evidence submiitted by !he Grantee. The d'.eciisian of til.e Of:ipartment's Housing Policy □evel:opment Manager or Designee shalll be the Department's final d'.ecision regarding **the** dl pute, not subj,eol to appeal.

B. Neiitll.er !he pend'.ency of a di pute **nor** its ccmsid'.eratiorn1by tile 09ipartment willl exouse the Grantee from fu llland timely pertorm,moe **in** accord1:moe wiitlilithe tem1s of **this** Agreement.

C. In the event 11hat it is de.tem1ined, at1he sol'.e disoretion of tile Department, that tll.e Gra11tee is not meeting tll.e terms and com:Mi011s o.f1he Agraement, imrned atelyupon reoeirving a written noti:oefrom the Department to stop 1NOlt, the Grantee sllall oeaw all W'Olk under the Agraement. The □epartment has1he sole disore.tion to determine that Ille Grantee meets lhe terms and conditions atter a stop 1;WO1;: order, and to d'.eliver a lNlitlen m:mceto the Gra11tee to resume worik. und'.er the Agreeme11t

□. The □e;partrllent has11he right to tem1inate tlle Agreement at any time upon 30 days written notice. The 11otice shall specify the reason for early termination and may permit the Grantee or tll.e Departmeht to rectify any deficiency(ies),pl"ior to tile earty tem1ination date. The Grantee will submit any rrequested d'.ornments to 11he Departmentwith·n 30 dlays of the eartyte1mi11atio111notioe.

E. The appli:ca11,t must demonstrate a clear and sig11ificantne)i)USto REAP 2.0 Program goals and objectives and must carry ol.11:provisions to mee.t th.e Prngram g:oals and objectives andother rrequirements, inoluding, but not limited to, adoptionm compl'.e.tion of activities towarrl Poli:cyOurtcomes and impl'.ementation ofi el'igi lie use aciirvilies funded through a suballocation prooess. Arr, llack of action m aotion inconsistent withREAP 2.0 rrequirements may reslllitin review and could be subj,ect to repayment of the grant

F. At any time, if1he □eparlment finds1he Grantee inoludedlraise·nfom1ati1::min the advance or finallapplication or as part of the application review, the □epartment may rrequire Ille repayment of funds.

G. Gra11tees are responsible for suballocations mee-ting all REAP 2.0 reciuireme11ts.

hi. Exarnpl'.es ma braachroftllis A.graement:

1. Grantee's failure to oon ply withany term or oondiition of this Agreement.

2. Use of, m pem1iitling theuse of, grant runds provided under this Agreement for any ineligible cos-ts or for any actii!Jitynot specified and ,1pproved under11his Agreement.

3. Airy failure to oomply with tll.e deadlines set for11ihn tllis Agreement mi less approved by tll.e Program Manager in wriiting.

I. The □epartrllent may, as it deems ap;pro;priate or necessary, require the repayment of funds from a Gra11tee, or pursue any other remed es available to iitby lav.rfor failure to comply with all REAP 2.0 Program requirements.

J. In ad'.dition to any other remedies that may be availlalie to tile Department i111law or equity for breaoh of this Agreeme11,t, tile Departmen,t may at its discretion, exercise a variety of remedies, inoluding but not limiited to:

1. Revoke existing REAP 2.0 award'(s),to tll.e Grantee;

2. Require the ra um of une pern::led REAP 2.O fundls d sbursed urn::ler tl'1is Agreement;

3. Require repayment of REAP 2.0 Funds disbursed and expended under tllis Agreement;

4. Seek a oomt order for specific performance oHhe obligation defaulted upon, or !he appointment of a receiver to complete !he oMigations in aooord!anoo wiitlilitlil.e REAP2.0 Program requirements.; and

5. Otl'ler remedi.es avail!able at law, l)y and through this Agreement. Alli remedies avail!able lo tile Department are oumu1atiwe and not exolusive.

6. The Department maiy g·ve W'litten rn:mce to tll.e Grantee to oure tl'le breach or viola.ti.on within a period of not less tll<im 15 days.

K. The Grantee may be su 1ject to amendment of !his seotion as a result of subsiequent applications and awards.

5. Reporti11g1

A. At any lime during tll.e term of tile Agreement, tile Department maiy request a perfom1a:nce report that demonstrates salisfaction of all requirements id'.entified·n tile Agreement wi'1!h emphasis on eligible activiiti.es, eligibl'.e uses, and e pendiitures aooord"ing to timel"ines and budgets referenced in the Agreement.

B. Grantees sllall submit a report, in !he fom1 and manner prescribed by tll.e Department, to lm mad·e publicly availalll'.e on its wellsite, lly April 1 of the year following the receipt of1hose funds, and annually thereafter until tllose funds are e:xipended, tll.at contains the fo||'.owing information:

1. The status of ttle Piroposed LJses and expendirures listed in the Grantee's ad\ranoe and fulll applicalions for fund"ing and pl'Ogress of each Proposed LJse toward all the objootives of the REAP 2.0 program as provided in the Guid'el"ines and explained in the applications.

2. An e:xiplanatio111a:nd quantification, where appropriate, o.fthe progress achi.eved toward all o1i the objeotives o.f the REA.P 2.0 program, barriers and solutions for each Proposed Use Ulm is consistent with and incorporates the metrics in th.e full ap;pl"ication, inoluding, but not limited to
   i. Housing unHs acceleratedl,
   ii. Reductions in Vehide Miles Traveled Per Capita,
   iii_ Location of investment,
   iv. Socioeconomic statistics about tile impacted geograpl11y, a:nd
   v. Reg·onal impaot expl011alion

   The re;port must identify whether Pio;pooed Uses ovel1ap with other programs lhm share the same objootives as RIEAP 2.Cl The Grantee sllmJ'ld so identify

.my meas1.1rement chall:engeshat persist and higilligil,t a!lry adminiiStrative barriers that prevent it from o ltaining the information it needs ID perfom1 !Jetter arn:iliysis mprogress made achieving REAP 2.0 Objectives a!ld make adjustments to tile extent poss1 Jl'e in subse{luent f"e\porting years..

3. All status a!ld impact reports shall lbe categorized based on rtile eligi:,Je uses specified in Seotion 50515.08 of til.e statl.lte.

C. Gr.mtees shall post, make availa ll'.e, and upd!ate, as appro;pliate cmits internet website, land use maps and Vehicle Miles Traveled generation maps produced in lhe d'evelopme!lt of its adopted SGS, as applica ll'.e.

□. Gr.mtees shall oollaborate and share progress, templates, and best praotices **wilh** lhe Departrllent and tellow reoipielTTts·n implementation oHunds. To til.e greatest extent practicable, Gr.mtees shalll oomrdl!late with olher Bligible EITTtities in llle d'.evelopme!lt of appl'ications, consider potenti.:illfor j:o·!lt actii!Jilies, and seek ID wmd'inate hl1ms·ng and lr.msporlation planning acKliSS regions.

E. Upon completion of alll deliverables **within** lhe Agreement, lhe Grantee shall sulmiit a dose ol.lt report **in a** ma:nlTTer and form prescribed by tile Department.

1. Grantee may include a lilTTe item for advance payment or reimbursement, as part m its adminislrative oosls, for its filTT.il report that is d.ue by June 30, 2026. Funding requests forfilTTallreports mus! lm sulm1itl.oo no later Ulan M!arrch 31, 2026.

6. Ind'emnificaflion

Neither ttl.e Department mn any omoer, employee or designee thereof is responsilll'.e for any inj,1.1ry, damage **or** liabil'ity occurring by reason of anylhilTTg d'.cme or omitted by the Grantee, its officers, employees, agelTTts, its oontraotors, its su'l)-recipients or its s1.11loontract.ors under or in conneotion ·lh any work, authority or jurisdiotion oonferred upon the Grantee under lhis Agreement, Guidelines or staMe. Il is U!lderstood and agreed that lhe Grantee shall full(Ydefend, ind'.em!lify and save harmless lhe Departme!lt and all m til.e Oepartmenfs staff from all olaims, s1.1its **or** aotions of every name,ind and desoriplion brought forth und'.er, inoludlng, **but** not limiitoolD, tonuous, oontraorual, inverse oondemlTTation or other tileories or assertions m liabil'ity occurring lly reason of anylhing do!le **or** omitted to be done by lhe Grantee, its offi:oers, employees, agents, contractors, s1.1lHecipients, or s1.1 loontraolors under ttlis Agrsemen Guidel"nes or statur.te.

7. Waivers

No waiver of any breaoh of this Agreement shall be held ID lle a waiver of any prim or s1.11lseq11:ent breaoh. The failure of lhe OeiPartment to enforce at any time the provisions of til is Agreement, or to require at any time, pertormance by1!he Grantee of tilese provisions, shall in no way lle oonstrued ID lle a waiver m s1.1oh provisions nor ID affect. lhe val'id'ity of tilis Agreement orhe l"igilito fln e Depailment to enforce lhese provisions.

RegiomlE!arty Action Planning Grants m2021 (REAP 2.0)
NOFA Date: Ju'ly 11a, 2022
Approved D.:ite: November 10, 2022
Prep. Date: Oeoember 14, 2022

8. Relationship of Parliies

It is expressly u11derstooo tilal this Agreeme11t is an agraement exeollled by and between 1:JNo indepe11dent g:ovemmentallentiti.es and is not intended to, and sh.ill not lm constru:ed to, create lhe relationship of agent, servant, employee, partnership, joint venture or assooiation, m any other relatio11ship wh.itsoever other **than** that of an i11depend'ent party_

9. Third Party Contracts

A. All state-govennment funded procurements must be conducted iusi11g a fair andl competitiilie procurement pnmess. Ttle Grantee may use its 01;1.rn p10Curement procedures as long as tile plODedmes comply wiith alllCityfCmmty l ws. rules a:nd ordill!anoes g0i1iern1ing p10CUreme11t, and all applicable provisions mCalifonni.i state l w.

B. An,y contract entered i11to as a result of tilis Agreement sllalll contain all the proiliisions stipu'lated i11t1ilis Agreement and shall be applicable to the Grantee's sub-reoipients, contractors, and subcontractors. Copies of all agreements with sub-reoipients, contractors, and subcontractors sh.ill l)e suim1iitted to tll.e Department's program ma11ag:er.

C. The Oepartment does not have a contractu relationship with the Grantee's sub-reoipients, contractors, or subcontractors, and the Grantee shall be fili'lly responsible for monitoring and ent:oroement of those agraements.andlall work pelfcnmect thereunder.

10. Comoili nce wiU11 State aml Federal La ws, Ru'les, Guidelines and Re-nulations

A. The Grantee agraes to comply with all state a11d fed'.eral laviJS, rn es and regulations that pertain to constru:ction, health and sat:ety, lru}or. fair empl'.oyment practices, squat opportuniity. and all other m.itters appl'icable to the grant, the Grantee, iits contractors **or** suboontraotors, and any other grant actirvity.

B. During lhe perfmm.inoe of tllis Agreement, tll.e Grantee assures that no othe 1ise qualified perso111 shall be exdudoo from participation or empl'.oyment, d'.enied program benefits, or be subjected to discnminatio11based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic·nfom1atio111, age, d1sallility, h.indicap, familial sta us, rel'igio111, or ttelief, under any program or aotiviity funded by !his contract, as req,ufred by Title VI of tll.e Civil Rights Act.o1f 1964, the Fair hlousing Ao! {42 USG 3601-20) and alll implementing reg1.1l tions, and U1.e Age Discrimi110tion Act of 1975 and alll irnplementi11g regulations.

C. The Grantee shall include llle 11ondisoriminatio11and compl'i.mce provisions of ttlis cl'awe in all agreements witllrits sulHeoipients, contractors, and subco11tractors, and sillall inolude a requirement in all agreements that eacillrof thermi11t1um inolude the nondiscnmi11alion and complianoe piovisio11s of this olause in all 0011rtracts and subcontracts !hey ente·rnto to perform wnrik. und'.er the REAP 2.0 Program.

D. The Grantee shal , in the course of pelform·ng project W'Or1\, fu 1¥ comply wim the applicalJl:e piovisions otillle .A.rnelicans with Disabil'ities Act (ADA) o.f 1990, which prollibiits disclimination 0111the basis of disabi1iity, as welll as alllappli:cable ragu lations and g1.1id'.elines issued p1.1rsuant to the ADA. (42 U.S.C. 12101 et seq.}

E. The Grantee shal ad'.opt and implement affirmative prnresses and prnred1.1res that provide·nformatii::m, 01.1treaoh and piomotion of opportunities in the REAP proj,ed to enco1.1rage participation mall persons regardl:ess of race, color, nationall:oligin, sex, ralig·on, rammall statu;s, or dis Jility. This indudes, b1.1t is notlimited to, a minority 01.1treaoh piogram to ens1.1re ttie incl1.1sion, to,tile maooimum exient possible, of minorities and W'Omel1,and enMi.es mvined by m·norities and W'Omen, as req,1.1ired by 24 GRR 92.351.

Lifligaflion

A. If alilly provision m this Agreement, man underlying obligation, is held invalid by a w1.11t of competent jurisdic1ion, s1.1cll invalidity, at tll.e sol:e disoretion of the Department, shall no affeeit any otller provisions of this Agraement and tl'le rema·nder offilisA.graement shall rem.,iin in full force and effeot. Therefme, the provisions of this Agreement are, and sll.,illl be, deemed severable.

B. The Grantee shal notify tile DeiParlment immediatelly of any claim m l:egal action undertaken by m against it , **vuhi:ch**affects m may affect this Agreement **or** the Department, and shalltake s1.1ch aotion with respeot to the olaim or legal action consistent wilth the terms of tllis Agreement and Ille interests of the Department.

Chang:es in TennslAmend1nents

A. The Grantee may be s1.1bject to amendmerns to,this seotic:mas a result **of** s1.1bseq1.1ent applications and awards.

B. This Agreement may only lJe amended or modified by m1.1t1.1al wmten agreement of both parties.

13. State·0Wned Data

A. Definitions

1.. Wor1\:

The w-ork to be direct!¥ or indirectly prod'1.1ced by tile Grantee, its employees, or by and of the Grantee's contractor's, s1.1 Jcontractor's and/or s1.1b-recipienfs employees und:er this Agreement.

2. Wor1\Product:

Alli del1verables created or produced frnm Worik.under this Agreement fncludingi, lmt not l'imiitoo to, all Worik. and d'.el'ivera Jles 0011,oei1ved or made or, hereafter

colilceivedl or made, either solely or j:oi11tlty with others d.uri11g tile term of !his Agreement and d11rililg a period of siocmonths after tile term·11a1Jicm thereof, wl'lich rel'ates to ttle Worik. commissioneo or performed under this Agreement, are colilsid:eroo Worik. P,roduot. Worik. PIOduot i11dudes all deliverables, inventions, innovations, in provements, or other ,..mrks of authorship Grantee arn:1/m Gr,mtee's co11traotm suoco11,tractor all(:1/or sub-reoipient may conceive of or d'.evelop in the course of tllis Agreement, wllelher or no they are eligible for pate11t, oopynght, !radernal'k, !rad'e secret **or** other legall protection.

B. Sharillg of Work Pmiduct and Rigll,ts

AlliWorik. Prnduot sllall be shared **with** !he Department and its parlnern for various pmpooes, includ'ing education, mitreach, transparency and ru um 1:eanni11g_

14. Spedal Condilions

Tile State reserves the li,ght to ad'd any special conditions to !his Agreement it deems necessary to assure tll0t the policy and goals of tile Program are achieved!.

ATTACHMENT D
PERFORMANCE MEASURES

Grantee must provide sufficient evidence that demonstrates the use of grant funding meets all REAP 2.0 goals and objectives. Grantee agrees to the performance measures included on the next page for the Project.

SANDAG

Housing Acceleration Program (HAP) Performance Measures Reporting

Grantee: City of San Diego

Project: Small Scale Neighborhood Homes (SNNH) Initiative

Part A – Status of Activities

The table below lists the grant program/project's Performance Measures as selected by the grantee and outlined in the grant agreement. This table intends to monitor and assess the benefits achieved by the project for the reporting period. In each quarterly progress report, the grantee is required to provide updates on "Output Indicators" and "Outcome Indicators" for each Performance Measure

Performance Measure	Related REAP 2.0 Category	Quantifiable Measurements or Metrics[1]	Desired Outcome	Baseline Year (2023)[2]	Output Indicators[3]	Outcome Indicators[4]
Mix of housing unit types or sizes	Accelerating infill development that facilitates housing supply, choice and affordability	Through the public engagement process, discuss the potential for different types of small-scale neighborhood homes	Hold four public engagement sessions with different stakeholders to determine four types of small-scale neighborhood homes.	The city has not conducted public engagement sessions on small scale neighborhood homes.		
Zoning, streamlined housing production (including permit streamlining), fees, incentives, and other approaches to increase housing choices and affordability	Affirmatively Furthering Fair Housing (AFFH)	Create visualizations and standard designs that could be used to streamline the approval of small-scale neighborhood homes.	Prepare four visualizations/standard designs that can be used to streamline the production of small-scale neighborhood homes and increase the affordability of homes.	The City currently has zero visualizations of small-scale neighborhood homes.		

[1] - The quantifiable measurements or metrics will be used to assess the project's effectiveness in meeting the anticipated REAP goal/objective.
[2] -The baseline year will be calendar year 2023 and the final project calendar year will be 2025; data will analyze project benefits for to inform the Final Progress Report.
[3] - Output indicators are a type of performance indicator that measures the immediate activities, products (including capital investments), or deliverables that result from a program or project.
[4] - Outcome Indicators are the benefits that a project delivers during this reporting period. They measure the broader changes or benefits that result from the program or project.

Performance Measure	Related REAP 2.0 Category	Quantifiable Measurements or Metrics[1]	Desired Outcome	Baseline Year (2023)[2]	Output Indicators[3]	Outcome Indicators[4]
Mix of housing unit types or sizes	Accelerating infill development that facilitates housing supply, choice and affordability	Provide visual representations of small-scale neighborhood homes that are currently not allowed	At least two visualizations/standard designs of small-scale neighborhood homes that would currently not be allowed under existing zoning	The City currently has zero visualizations of small-scale neighborhood homes.		
Number of new affordable housing units	Affirmatively Furthering Fair Housing (AFFH)	Areas where small scale neighborhood homes could be located in high and highest resource areas	Prepare an estimate of where small-scale neighborhood homes could be allowed in high and highest resource areas.	Number of potential sites in high and highest resource areas		
Number of distinct land uses arounds site	Reducing Vehicle Miles Traveled	Areas where small scale neighborhood homes could be located close to transit.	Prepare an estimate of where small-scale neighborhood homes could be allowed in areas close to transit.	Number of sites in transit rich areas		

SANDAG - Signature Request for Contract 6000327 for Small Scale Home Intuitive Reg Program

Final Audit Report 2024-12-04

Created:	2024-12-03
By:	Briana Alvarez (Briana.Alvarez@sandag.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoFRJEpfD2Mq-yGiVhoEIWpTJk5Z1ZLHj

"SANDAG - Signature Request for Contract 6000327 for Small Scale Home Intuitive Reg Program" History

Document created by Briana Alvarez (Briana.Alvarez@sandag.org)
2024-12-03 - 4:40:45 PM GMT

Document emailed to Casey Smith (cdsmith@sandiego.gov) for signature
2024-12-03 - 4:40:53 PM GMT

Email viewed by Casey Smith (cdsmith@sandiego.gov)
2024-12-03 - 5:32:45 PM GMT

Document e-signed by Casey Smith (cdsmith@sandiego.gov)
Signature Date: 2024-12-03 - 6:28:52 PM GMT - Time Source: server

Document emailed to Susan Huntington (susan.huntington@sandag.org) for signature
2024-12-03 - 6:28:55 PM GMT

Document e-signed by Susan Huntington (susan.huntington@sandag.org)
Signature Date: 2024-12-04 - 1:02:55 AM GMT - Time Source: server

Document emailed to Samantha Foulke (samantha.foulke@sandag.org) for signature
2024-12-04 - 1:02:56 AM GMT

Email viewed by Samantha Foulke (samantha.foulke@sandag.org)
2024-12-04 - 1:56:12 AM GMT

Document e-signed by Samantha Foulke (samantha.foulke@sandag.org)
Signature Date: 2024-12-04 - 1:56:34 AM GMT - Time Source: server

Adobe Acrobat Sign

Agreement completed.

2024-12-04 - 1:56:34 AM GMT

Adobe Acrobat Sign

This page starts the clean readable Attachment C referenced at the start of this document.

ATTACHMENT C
PASS-THROUGH PROVISIONS FROM REAP AGREEMENT

The following pages are labeled as REAP2 Terms and Conditions and are copies of Exhibit D to SANDAG's Agreement with HCD (HCD Agreement). The HCD Agreement requires compliance with the Local Government Planning Support Grant Program (Health & Safety Code §50515.06 et seq.) The REAP Terms and Conditions refer to SANDAG as Grantee. Section 9B of the document requires that if SANDAG enters into any contracts with subrecipients such as Subgrantee as a result of the HCD Agreement, such contract must contain all the provisions in the HCD Agreement.

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.

   C. The Grantee must bill the Department based on clear deliverables outlined in the Agreement or budget timeline. 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 or upon completion of a deliverable, 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.

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 statutes, REAP 2.0 Guidelines, and 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 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 eligible use 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 advance or final application or as part of the application review, the Department may require the repayment of funds.

G. 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.

   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) 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 subsequent applications and 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 advance and full applications 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 applications.

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 full application, including, but not limited to:
    i. Housing units accelerated,
    ii. Reductions in Vehicle Miles Traveled Per Capita,
    iii. Location of investment,
    iv. Socioeconomic statistics about the impacted geography, and
    v. 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 development of applications, consider potential for joint activities, and seek to coordinate Housing and transportation planning across regions.

E. Upon completion of all deliverables within the Agreement, the Grantee shall submit a close out report in a manner and form prescribed by the Department.

1. Grantee may include a line item for advance payment or reimbursement, as part of its administrative costs, for its final report that is due by June 30, 2026. Funding requests for final reports must be submitted no later than March 31, 2026.

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.

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.

12. **Changes in Terms/Amendments**

A. The Grantee may be subject to amendments to this section as a result of subsequent applications and 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.

EXHIBIT F

GRANT AGREEMENT BETWEEN THE SAN DIEGO ASSOCIATION OF GOVERNMENTS AND CITY OF SAN DIEGO CITY AFFORDABLE HOME DEVELOPMENT MASTER PLAN REGIONAL EARLY ACTION PROGRAM 2.0 HOUSING ACCELERATION GRANT PROGRAM – CYCLE 2

SANDAG CONTRACT No. 6000330

Note: Attachment C to this document (Pass -Through Provisions From REAP Agreement) contains unreadable text. A clean readable Attachment C has been added at the end of this document.

GRANT AGREEMENT BETWEEN THE SAN DIEGO ASSOCIATION OF GOVERNMENTS AND CITY OF SAN DIEGO CITY AFFORDABLE HOME DEVELOPMENT MASTER PLAN REGIONAL EARLY ACTION PROGRAM 2.0 HOUSING ACCELERATION GRANT PROGRAM – CYCLE 2

SANDAG CONTRACT NO.6000330

THIS GRANT AGREEMENT ("Agreement") is made and entered into effective as of the last signature date below, by and between the San Diego Association of Governments ("SANDAG") and City of San Diego ("Subgrantee"). This Agreement expires on March 31, 2026, unless amended in writing by mutual agreement of the parties.

The following recitals are a substantive part of this Agreement:

A. In January 2010, the SANDAG Board of Directors approved Board Policy No. 035: Competitive Grant Program Procedures, which is available in its updated version at https://www.sandag.org/about/bylaws-and-policies. This Agreement and the Subgrantee's performance are subject to Board Policy No. 035, which includes multiple "use it or lose it" provisions.

B. In 2019, the state legislature passed Assembly Bill 101, which created state grant fund programs to distribute one-time funding to regional entities to prioritize planning activities that accelerate housing production. Thereafter, the California Department of Housing and Community Development (HCD) established the Regional Early Action Planning grant program (REAP), which allocated $6.8 million to SANDAG. Using these grant funds, SANDAG established a regional housing incentive program to collaborate on projects with a broader regional impact on housing.

C. REAP 2.0 was established as part of the 2021 California Comeback Plan under Assembly Bill 140, and HCD allocated SANDAG $43 million. REAP 2.0 builds on the success of REAP 1.0 and expands the REAP program focus by addressing housing and climate goals in California through funding planning and capital activities related to the acceleration of housing production within infill areas that affirmatively further fair housing and reduce vehicle miles traveled.

D. On October 28, 2022, the SANDAG Board of Directors approved the program eligibility and evaluation criteria for the Housing Acceleration Program (HAP) Cycle 2 Call for Projects, including up to $16 million in funding from REAP 2.0.

E. On May 7, 2023, SANDAG issued a call for projects from local jurisdictions in San Diego County that wish to apply for a portion of the HAP Cycle 2 funds for use on housing planning and capital improvement projects meeting certain criteria.

F. On October 13, 2023, the SANDAG Board of Directors approved a list of recommended HAP projects for this competitive grant cycle, and one of those projects is the subject of this Agreement (Project). The Project Scope of Work and Budget, and Project Schedule are included as Attachments A and B, respectively.

G. The purpose of this Agreement is to establish the terms and conditions for SANDAG to provide Subgrantee with funding to implement the Project.

H. Although SANDAG will provide financial assistance to Subgrantee to support the Project, SANDAG will not take an active role or retain substantial control of the Project. Therefore, this Agreement is characterized as a funding agreement rather than a cooperative agreement.

I. Subgrantee understands that REAP 2.0 funds were granted from HCD with statutory requirements and a SANDAG expenditure deadline of June 30, 2026. The SANDAG funding commitment to HAP Projects, including this Project, is subject to those statutory requirements and deadlines, which may impact funding availability for this Project.

NOW, THEREFORE, it is agreed as follows:

I. GRANT AWARD

A. The total amount payable by SANDAG to Subgrantee under this Agreement shall be the proportion of actual Project costs allocated to grant funding in the Project Budget (Attachment A) and shall not exceed the grant award of $650,000 (Fund Limit).

B. It is agreed and understood that this Agreement Fund Limit is a ceiling and that SANDAG will only reimburse the allowable cost of services rendered as authorized by SANDAG at or below the Fund Limit.

II. PROJECT BUDGET

The Subgrantee and SANDAG have agreed to a Project Budget outlined in Attachment A. The Subgrantee and third-party contractor(s) will incur obligations to the Project only as authorized by the Project Budget. Subgrantee may, with prior written approval from the HAP Program Manager, reallocate funds between tasks in the Project Budget as long as all of the following conditions are met:

1. The funds to be reallocated do not exceed an aggregate amount of ten percent for any particular task in the Project Budget,

2. The reallocation does not negatively impact the benefits obtained from the Project, and

3. There is no increase to the Fund Limit or decrease to the matching funds.

Any other changes to the Project Budget require the issuance of an amendment to this Agreement.

III. MATCHING FUNDS

Subgrantee agrees to provide matching funds in an amount of $100,000 of the actual cost of the Project, estimated to be 13.33 percent based on the Project Budget. If the actual cost of the Project exceeds the Project Budget, Subgrantee is responsible for 100 percent of the actual cost greater than the Project Budget.

A. Availability of Grant Funding

Except where expressly allowed in writing herein, credits for matching funds will be made or allowed only for work performed on and after the Agreement effective date and before the termination date of this Agreement, unless expressly permitted by SANDAG in writing.

B. Reduction of Matching Funds

The Subgrantee agrees that no matching funds may be reduced unless a reduction of the proportional share of the grant funding provided by SANDAG under this Agreement is also made.

C. Prompt Payment of Subgrantee's Share of Matching Funds

Subgrantee agrees to complete all actions necessary to provide its share of the Project costs at or before the time the matching funds are needed from Subgrantee to pay for Project costs. The

Subgrantee agrees to provide not less than its cumulative required match amount of Project costs prior to invoicing SANDAG for reimbursement. Each of Subgrantee's invoices must include its matching fund contribution, along with supporting, descriptive and explanatory documentation for the matching funds provided.

IV. PROJECT MANAGER

Subgrantee's Project Manager is Sean McGee.

The HAP Program Manager is Goldy Herbon.

Project Manager continuity and experience are deemed essential in Subgrantee's ability to carry out the Project under the terms of this Agreement. Should the Subgrantee change the Project Manager, it will provide written notice to the HAP Program Manager within ten business days of the change, including contact information for the new Project Manager.

V. NOTICE

All notices required to be given, by either party to the other, shall be deemed fully given when made in writing and received by the parties at their respective addresses:

San Diego Association of Governments
Attention: Grants Program Manager
401 B Street, Suite 800
San Diego, CA 92101

Subgrantee:
City of San Diego
Attention: Sean McGee
202 C Street MS 413
San Diego CA 92101

VI. PROJECT IMPLEMENTATION

A. General

The Subgrantee agrees to carry out the Project as follows:

1. Project Description

   Subgrantee agrees to perform the work as described in the Scope of Work included in Attachment A.

2. Subgrantee's Capacity

   The Subgrantee agrees to maintain or acquire sufficient legal, financial, technical, and managerial capacity to: (a) plan, manage, and complete the Project as described in Attachment A and provide for the use of any Project property; (b) carry out any safety and security aspects of the Project; and (c) comply with the terms of the Agreement and all applicable laws, regulations, and policies pertaining to the Project and the Subgrantee, including but not limited to the Pass-Through Provisions from REAP Agreement (Attachment C) and Board Policy No. 035.

3. Project Schedule

The Subgrantee agrees to complete the Project according to the Project Schedule included in Attachment B and in compliance with the Pass-Through Provisions from REAP Agreement (Attachment C) and Board Policy No. 035.

4. Project Implementation and Oversight Requirements

Subgrantee agrees to comply with the Performance Measures included in Attachment D.

5. Changes to Project Scope of Work

This Agreement was awarded to Subgrantee based on the application submitted by Subgrantee with the intention that the awarded funds would be used to implement the Project as described in the project application. Any substantive deviation from Subgrantee's Scope of Work during project implementation may require reevaluation or result in loss of funding. If Subgrantee knows or should have known that substantive changes to the Project will occur or have occurred, Subgrantee will immediately notify SANDAG in writing. SANDAG will then determine whether the Project is still consistent with the overall objectives of the grant program and whether the changes would have negatively affected the Project ranking during the competitive grant evaluation process. SANDAG reserves the right to have grant funding withheld from Subgrantee, or refunded to SANDAG, due to Subgrantee's failure to complete the Project satisfactorily or due to substantive changes to the Project not approved in advance by SANDAG.

B. Application of Laws

Should a federal or state law pre-empt or conflict with a local law, policy, or ordinance, the Subgrantee must comply with the federal or state law and implementing regulations. No provision of this Agreement requires the Subgrantee to observe or enforce compliance with any provision, perform any other act, or do any other task in contravention of federal, state, territorial, or local law, regulation, or ordinance. If compliance with any provision of this Agreement violates or would require the Subgrantee to violate any law, the Subgrantee agrees to notify SANDAG immediately in writing. Should this occur, SANDAG and the Subgrantee agree to make appropriate arrangements to proceed with or, if necessary, terminate the Project or affected portions expeditiously.

C. Changes in Project Performance

The Subgrantee agrees to notify SANDAG immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event, including a force majeure event, that may adversely affect the Subgrantee's ability to perform the Project under the terms of the Agreement and as required by Board Policy No. 035. The Subgrantee also agrees to notify SANDAG immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect SANDAG's interests in the Project; and agrees to inform SANDAG, also in writing, before naming SANDAG as a party to litigation for any reason, in any forum. At a minimum, the Subgrantee agrees to send each notice to SANDAG required by this subsection to SANDAG's Grants Program Manager.

D. Licenses and Permits

Subgrantee represents and warrants to SANDAG that Subgrantee and its subcontractors will have all necessary licenses, permits, qualifications and approvals of whatever nature that are required to legally practice its profession and perform services under this Agreement at all times during the term of this Agreement.

E. Standard of Care

Subgrantee expressly warrants that the work to be performed under this Agreement shall be performed in accordance with the applicable standard of care. Where approval by SANDAG, its management, or other representative of SANDAG is indicated in the Scope of Work, it is understood to be conceptual approval only and does not relieve the Subgrantee of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Subgrantee or its subcontractors.

F. Third-Party Contracting

Although the Subgrantee may delegate any or almost all Project responsibilities to one or more third-party contractors, the Subgrantee agrees that it, rather than any third-party contractor, is ultimately responsible for compliance with all applicable laws, regulations, and this Agreement. The first invoice utilizing any third-party contractor shall be accompanied by evidence of compliance with the following requirements:

1. Competitive Procurement

   Subgrantee shall not award contracts with a cumulative value over $10,000 based on a noncompetitive procurement for work to be performed under this Agreement without the prior written approval of SANDAG. Contracts awarded by Subgrantee, if intended as local match credit, must meet the requirements outlined in this Agreement regarding local match funds. Upon request by SANDAG, Subgrantee shall submit its Request for Proposals or bid solicitation documents to SANDAG staff for review and comment for consistency with the agreed upon Scope of Work with SANDAG and to ensure a competitive process was used.

   If Subgrantee hires a third-party contractor to carry out work funded under this Agreement, Subgrantee shall: prepare a cost estimate prior to soliciting proposals/bids; publicly advertise for competing proposals/bids for the work; for professional services, use cost as a significant evaluation factor in selecting the third-party contractor; document a record of negotiation establishing that the amount paid by Subgrantee for the work is fair and reasonable; and pass through the relevant obligations in this Agreement to the contractor.

2. Debarment

   Subgrantee shall execute and cause its third-party contractors to execute debarment and suspension certificates stating they have not been disqualified from doing business with government entities. The documentation showing a lack of debarment shall be obtained from the following two websites:

   - Subgrantee will check the System for Award Management (SAM) at www.sam.gov to verify the prime contractor and all of its subcontractors are not currently debarred or suspended by the federal government.

   - Entities in the United States are banned from doing business with companies with ownership based in countries such as Cuba, Sudan and China due to United States trade sanctions. A search on the US Treasury's Office of Foreign Assets Control (OFAC) website can ensure Subgrantee will not be doing business with a vendor that is subject to trade sanctions. This can be done at https://sanctionssearch.ofac.treas.gov/.

3. Flowdown

Subgrantee agrees to take appropriate measures necessary, including the execution of a subagreement, lease, third-party contract, or other, to ensure that all Project participants, including alternate payees or third-party contractors at any tier, comply with all applicable federal laws, regulations, policies affecting Project implementation and Agreement requirements. In addition, if an entity other than the Subgrantee is expected to fulfill any responsibilities typically performed by the Subgrantee, the Subgrantee agrees to assure that the entity carries out the Subgrantee's responsibilities as outlined in this Agreement, including but not limited to those in Attachment C.

4. No SANDAG Obligations to Third Parties

In connection with the Project, the Subgrantee agrees that SANDAG shall not be subject to any obligations or liabilities to any subcontractor, lessee, third-party contractor at any tier, or other person or entity that is not a party to the Agreement for the Project. Notwithstanding that SANDAG may have concurred in or approved any solicitation, subagreement, lease, alternate payee designation, or third-party contract at any tier, SANDAG has no obligations or liabilities to any entity other than the Subgrantee.

5. Equipment Purchases

Subgrantee shall maintain ownership of any equipment purchased using Agreement funding and shall use such equipment only for the purposes outlined in this Agreement. The parties agree to meet and confer in good faith to ensure the equipment's continued use for the intended purposes, which may include reimbursement to SANDAG when the fair market value of the equipment at Project completion exceeds $5,000. SANDAG and Subgrantee further agree that Subgrantee shall keep an inventory record for each piece of equipment purchased under this Agreement and maintain each piece of equipment in good operating order consistent with the purposes for which they were intended. SANDAG shall have the right to conduct periodic maintenance inspections to confirm the equipment's existence, condition, and proper maintenance.

VII. ETHICS

A. Subgrantee Code of Conduct/Standards of Conduct

The Subgrantee agrees to maintain a written code of conduct or standards of conduct that shall govern the actions of its officers, employees, council or board members, or agents engaged in the award or administration of subagreements, leases, or third-party contracts supported with the grant funding. The Subgrantee agrees that its code of conduct or standards of conduct shall specify that its officers, employees, council or board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential subcontractor, lessee, or third-party contractor at any tier or agent thereof. The Subgrantee may set de minimis rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. The Subgrantee agrees that its code of conduct or standards of conduct shall also prohibit its officers, employees, board members, or agents from using their respective positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain. As permitted by state or local law or regulations, the Subgrantee agrees that its code of conduct or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers, employees, council or board members, or their agents, or its third-party contractors or subcontractors or their agents.

B. Personal Conflicts of Interest

The Subgrantee agrees that its code of conduct or standards of conduct shall prohibit the Subgrantee's employees, officers, council or board members, or agents from participating in the selection, award, or administration of any third-party contract or subagreement supported by the grant funding if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of their immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein have a financial interest in a firm competing for award.

C. Organizational Conflicts of Interest

The Subgrantee agrees that its code of conduct or standards of conduct shall include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subagreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third-party contractor or subcontractor or impair its objectivity in performing the contract work.

D. SANDAG Code of Conduct

SANDAG has established policies concerning potential conflicts of interest. These policies apply to Subgrantee. For all awards by SANDAG, any practices that might result in unlawful activity are prohibited including, but not limited to, rebates, kickbacks, or other unlawful considerations. SANDAG staff members are specifically prohibited from participating in the selection process when those staff have a close personal relationship, family relationship, or past (within the last 12 months), present, or potential business or employment relationship with a person or business entity seeking a contract with SANDAG. It is unlawful for any contract to be made by SANDAG if any individual Board member or staff has a prohibited financial interest in the contract. Staff also are prohibited from soliciting or accepting gratuities from any organization seeking funding from SANDAG. SANDAG's officers, employees, agents, and board members shall not solicit or accept gifts, gratuities, favors, or anything of monetary value from consultants, potential consultants, or parties to subagreements. By signing this Agreement, Subgrantee affirms that it has no knowledge of an ethical violation by SANDAG staff or Subgrantee. If Subgrantee has any reason to believe a conflict of interest exists concerning the Agreement or the Project, it shall notify the SANDAG Office of General Counsel immediately.

E. Bonus or Commission

The Subgrantee affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its grant funding application for the Project.

F. False or Fraudulent Statements or Claims

The Subgrantee acknowledges and agrees that by executing the Agreement for the Project, the Subgrantee certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project, including, but not limited to, the Subgrantee's grant application, progress reports, and invoices.

VIII. PAYMENTS

A. Type of Payment

The payment type for this Agreement will be reimbursement and will be based on actual, substantiated, and allowable costs described herein.

B. Alternate Payee

If the Subgrantee designates a party as an Alternate Payee, Alternate Payee is authorized to submit payment requests directly to SANDAG to receive reimbursement for allowable Project costs. This does not alleviate Subgrantee from all obligations under this Grant Agreement.

C. Invoicing

Subgrantee or Alternate Payee is required to submit invoices quarterly using a template provided by SANDAG. Invoices must be accompanied by a quarterly report (template to be provided by SANDAG). SANDAG will make payments for eligible amounts to Subgrantee or Alternate Payee as promptly as SANDAG fiscal procedures permit upon receipt of Subgrantee's or Alternate Payee's itemized signed invoice(s), backup, deliverables,and confirmation by the HAP Program Manager that Subgrantee is in compliance with the reporting and other requirements in this Agreement. SANDAG shall retain 10 percent from the amounts invoiced until the satisfactory completion of the Project. SANDAG shall promptly pay retention amounts to Subgrantee or Alternate Payee following satisfactory completion of the Scope of Work, including but not limited to receipt of all deliverables, completion of a final site visit, and notification that all labor compliance requirements have been met (for capital projects), the final invoice, and all required documentation.

D. Eligible Costs

The Subgrantee agrees that Project costs eligible for grant funding must comply with the following requirements unless SANDAG determines otherwise in writing. To be eligible for reimbursement, Project costs must be:

1. Consistent with the Project Scope of Work, Schedule, and Project Budget, and other provisions of the Agreement.

2. Necessary to accomplish the Project.

3. Reasonable for the goods or services purchased.

4. Actual net costs to the Subgrantee (i.e., the price paid minus any refunds, rebates, or other items of value received by the Subgrantee that reduces the cost actually incurred, excluding program income). Project-generated revenue realized by the Subgrantee shall be used to support the Project. Project-generated revenue and expenditures, if any, shall be reported at the end of the Agreement period.

5. Incurred for work performed on or after the Agreement effective date and before the termination date, and also must have been paid for by the Subgrantee.

6. Satisfactorily documented with supporting documentation, which will be submitted with each invoice. Copies of invoices are required for goods or services provided by third parties.

7. Treated consistently following generally accepted accounting principles and procedures for the Subgrantee and any third-party contractors and subcontractors, (see Section entitled "Accounting Records").

8. Eligible for grant funding as part of the grant program through which the funds were awarded.

E. Excluded Costs

In determining the amount of REAP funds SANDAG will provide for the Project, SANDAG will exclude the following:

1. Any Project cost incurred by the Subgrantee before the Effective Date of the Agreement or applicable Amendment.

2. Any cost that is not included in the Project Budget.

3. Any cost for Project property or services received in connection with a subagreement, lease, third-party contract, or other arrangement that is required to be, but has not been, concurred in or approved in writing by SANDAG.

4. Any cost ineligible for SANDAG participation as provided by applicable laws, regulations, or policies.

5. Any cost incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (any indirect cost). Typical indirect costs include facilities and administration costs such as heat/air conditioning, lighting, payroll, and the entity's accounting system. Administrative costs such as clerical and support staff salaries are often treated as indirect costs.

The Subgrantee understands and agrees that payment to the Subgrantee for any Project cost does not constitute SANDAG's final decision about whether that cost is allowable and eligible for payment under the Project and does not constitute a waiver of any violation by the Subgrantee of the terms of this Agreement or Board Policy No. 035. The Subgrantee acknowledges that SANDAG will not make a final determination about the allowability and eligibility of any cost until the final payment has been made on the Project or the results of an audit of the Project requested by SANDAG have been completed, whichever occurs latest. If SANDAG determines that the Subgrantee is not entitled to receive any portion of the grant funding requested or paid, SANDAG will notify the Subgrantee in writing, stating its reasons. The Subgrantee agrees that Project closeout will not alter the Subgrantee's responsibility to return any funds due to SANDAG as a result of later refunds, corrections, performance deficiencies, or other similar actions; nor will Project closeout alter SANDAG's right to disallow costs and recover funds provided for the Project on the basis of a later audit or other review. Upon notification to the Subgrantee that specific amounts are owed to SANDAG, whether for excess payments of grant funding, disallowed costs, or funds recovered from third parties or elsewhere, the Subgrantee agrees to promptly remit to SANDAG the amounts owed, including applicable interest, penalties and administrative charges.

IX. ACCOUNTING, REPORTING, RECORD RETENTION, AND ACCESS

A. Project Accounts

The Subgrantee and Alternate Payee agree to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The Subgrantee and Alternate Payee also agree to maintain documentation of all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents related in whole or in part to the Project so that they may be clearly identified, readily accessible, and available to SANDAG upon request and, to the extent feasible, kept separate from documents not related to the Project.

B. Reports

1. The Subgrantee agrees to submit to SANDAG all reports required by law and regulation, policy, this Agreement, or any other reports SANDAG may specify. SANDAG reserves the right to specify that records be submitted in particular formats. Subgrantee may be required to attend meetings of SANDAG staff and committees, including but not limited to the Regional Planning

Committee and the SANDAG Board of Directors, to report on its progress and respond to questions from Board Members or the public.

2. Subgrantee's performance shall be monitored for consistency with the Scope of Work. SANDAG will utilize Performance Measures (Attachment D) and the SANDAG Grant Monitoring Checklist provided by the HAP Program Manager, to document compliance with this Agreement. Subgrantee's performance will be measured against the Performance Measures during the term of this Agreement. If the Subgrantee does not comply with provisions in this Agreement or achieve minimum performance requirements, SANDAG will issue Subgrantee a written Notice to Complete a Recovery Plan (Notice). Subgrantee's Recovery Plan shall include a detailed description of how Subgrantee intends to come into compliance with the Agreement or Performance Measures. Subgrantee's Recovery Plan must include an implementation schedule that reflects compliance with the Agreement as referenced in the Notice, or achievement of its performance measure minimums within three months following the issue date of the Notice. Subgrantee must submit its Recovery Plan to the HAP Program Manager within 30 calendar days following the issue date of the Notice. If Subgrantee's performance is inconsistent with that proposed in its Recovery Plan, SANDAG, in its sole discretion, may terminate this Agreement.

3. Subgrantee must submit quarterly reports and invoices to SANDAG, detailing accomplishments in the quarter, anticipated progress next quarter, pending issues and actions toward resolution, and status of the Project's budget, schedule, and Performance Measures using templates provided by SANDAG. The Quarterly Progress Report shall be submitted to SANDAG within 30 days after each period close, covering January 1 to March 31; April 1 to June 30; July 1 to September 30; and October 1 to December 31. Subgrantee will not be paid until all reports are completed and provided to SANDAG in the format and with the content SANDAG requires. Furthermore, the Subgrantee agrees to provide project milestone information (such as presentations to community groups, other agencies, and elected officials, groundbreakings, and ribbon-cuttings) to support media and communications efforts. Subgrantee needs to document and track in-kind contributions designated as matching funds as part of project management. Subgrantee must provide all deliverables identified in the Scope of Work in order to receive payment.

4. Press materials shall be provided to SANDAG staff before they are distributed. SANDAG logo(s) should be included in press materials and other project collateral based on logo usage guidelines to be provided by SANDAG. Subgrantee agrees to provide project milestone information to support media and communications efforts.

5. Subgrantee is responsible for the following photo documentation:

    - Existing conditions photos (as applicable), which should illustrate the current conditions of the project site and demonstrate the need for improved facilities

    - Project milestone photos (such as workshops, presentations to community groups, other agencies, and elected officials)

    - Photos should be high resolution (at least 4 inches by 6 inches with a minimum of 300 pixels per inch) and be accompanied by captions with project descriptions, dates, locations, and the names of those featured, if appropriate. Subgrantees must obtain consent of all persons featured in photos (or that of a parent or guardian of persons under the age of 18) by using the SANDAG Photo and Testimonial Release form to be provided by SANDAG, or a similar release form developed by Subgrantee and agreed upon by SANDAG.

C. Record Retention

During the course of the Project and for three years thereafter from the date of transmission of the final invoice, the Subgrantee agrees to maintain, intact and readily accessible, all communications, data, documents, reports, records, contracts, and supporting materials relating to the Project, as SANDAG may require. All communications and information provided to SANDAG become the property of SANDAG and public records, as such, may be subject to public review. Please see SANDAG's Board Policy No. 015: Records Management Policy, which is available at https://www.sandag.org/about/bylaws-and-policies, for information regarding the treatment of documents designated as confidential.

D. Meeting Records

Subgrantee shall provide SANDAG with agendas and meeting summaries for all community meetings. SANDAG staff may attend any meetings as appropriate.

E. Access to Records of Subgrantees and Subcontractors

The Subgrantee agrees to permit, and require its subcontractors to permit, SANDAG or its authorized representatives, upon request, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Subgrantee and its subcontractors pertaining to the Project.

X. PROJECT COMPLETION, AUDIT, SETTLEMENT, AND CLOSEOUT

A. Project Completion

Within 90 calendar days following Project completion or termination by SANDAG, or by April 30, 2026, whichever occurs first, the Subgrantee agrees to submit a final invoice of Project expenses and final reports, as applicable. All payments made to the Subgrantee shall be subject to review for compliance by SANDAG with the requirements of this Agreement and shall be subject to an audit upon completion of the Project.

B. Project Audit

The Subgrantee agrees to have financial, performance, and compliance audits performed as SANDAG may require. The Subgrantee agrees that Project closeout will not alter the Subgrantee's audit responsibilities. Audit costs are allowable Project costs.

C. Performance Audit

The Subgrantee agrees to cooperate with SANDAG regarding any performance audit performed on the Project.

D. Project Closeout

Project closeout occurs when SANDAG notifies the Subgrantee that SANDAG has closed the Project, and, if applicable, either forwards the final grant funding payment and or acknowledges that the Subgrantee has remitted the proper refund. The Subgrantee agrees that Project closeout by SANDAG does not invalidate any continuing requirements imposed by the Agreement or any unmet requirements outlined in a written notification from SANDAG.

XI. TIMELY PROGRESS AND RIGHT OF SANDAG TO TERMINATE

A. Subgrantee shall make diligent and timely progress toward completion of the Project within the timelines outlined in the Project Schedule.

B. In the event Subgrantee encounters or anticipates difficulty in meeting the Project Schedule, the Subgrantee shall immediately notify the HAP Program Manager in writing, and shall provide pertinent details, including the reason(s) for the delay in performance and the date by which Subgrantee expects to complete performance or delivery. This notification shall be informational in character only and receipt of it shall not be construed as a waiver by SANDAG of a project delivery schedule or date, or any rights or remedies provided by this Agreement, including Board Policy No. 035 requirements.

C. Subgrantee agrees that SANDAG, at its sole discretion, may suspend or terminate all or any part of the grant funding if the Subgrantee fails to make reasonable progress on the Project and/or violates the terms of the Agreement or Board Policy No. 035, or if SANDAG determines that the continuation of grant funding for the Project would not adequately serve the purpose of the laws or policies authorizing the Project.

D. In general, termination of grant funding for the Project will not invalidate obligations properly incurred by the Subgrantee before the termination date to the extent those obligations cannot be canceled. If, however, SANDAG determines that the Subgrantee has willfully misused grant funding by failing to make adequate progress or failing to comply with the terms of the Agreement, SANDAG reserves the right to require the Subgrantee to refund to SANDAG the entire amount of grant funding provided for the Project or any lesser amount as SANDAG may determine.

E. Expiration of any Project time period established in the Project Schedule will not automatically constitute an expiration or termination of the Agreement for the Project. However, Subgrantee must request, and SANDAG may agree to amend the Agreement in writing if the Project Schedule will not be met. An amendment to the Project Schedule may be made at SANDAG's discretion if Subgrantee's request is consistent with the provisions of Board Policy No. 035 and the REAP 2.0 requirements, including the expenditure deadline set by the state for the REAP 2.0 program.

XII. CIVIL RIGHTS

The Subgrantee agrees to comply with all applicable civil rights laws, regulations and policies and shall include the provisions of this section in each subagreement, lease, third-party contract or other legally binding document to perform work funded by this Agreement. Applicable civil rights laws, regulations and policies include, but are not limited to, the following:

A. Nondiscrimination

SANDAG implements its programs without regard to income level, disability, race, color, and national origin in compliance with the Americans with Disabilities Act and Title VI of the Civil Rights Act. Subgrantee shall prohibit discrimination on these grounds, notify the public of their rights under these laws, and utilize a process for addressing complaints of discrimination. Furthermore, Subgrantee shall make the procedures for filing a complaint available to members of the public and will keep a log of all such complaints. Subgrantee must notify SANDAG immediately if a complaint related to the Project or program funded by this grant is lodged. If Subgrantee receives a Title VI-related or ADA-related complaint, Subgrantee must notify SANDAG in writing within 72 hours of receiving the complaint so that SANDAG can determine whether it needs to carry out its own investigation.

B. Equal Employment Opportunity

During the performance of this Agreement, Subgrantee and all of its subcontractors, if any, shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, denial of pregnancy disability leave, veteran status, or sexual orientation. Subgrantee and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subgrantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code Section 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code Section 12990 (a-f), outlined in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by this reference and are made a part hereof as if set forth in full. Subgrantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with a collective bargaining or other Agreement.

XIII. DISPUTES AND VENUE

A. Choice of Law

This Agreement shall be interpreted under the laws of the State of California.

B. Dispute Resolution Process

If Subgrantee has a dispute with SANDAG during the performance of this Agreement, Subgrantee shall continue to perform unless SANDAG informs Subgrantee in writing to cease performance. The dispute resolution process for disputes arising under this Agreement shall be as follows:

1. Subgrantee shall submit a statement of the grounds for the dispute, including all pertinent dates, names of persons involved, and supporting documentation, to the HAP Program Manager. The HAP Program Manager and other appropriate SANDAG staff will review the documentation promptly and reply to Subgrantee within 20 calendar days. Upon receipt of an adverse decision by SANDAG, Subgrantee may submit a request for reconsideration to SANDAG's Chief Executive Officer or designee. The request for reconsideration must be received within ten calendar days from the postmark date of SANDAG's reply. The Chief Executive Officer or designee will respond in writing to the request for reconsideration within ten working days.

2. If Subgrantee is dissatisfied with the results following the exhaustion of the above dispute resolution procedures, Subgrantee shall make a written request to SANDAG for appeal to the SANDAG Regional Planning Committee. SANDAG shall respond to a request for mediation within 30 calendar days. The decision of the Regional Planning Committee shall be final.

C. Venue

If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, litigation and collection expenses, witness fees, and court costs as determined by the court.

XIV. ASSIGNMENT

Subgrantee shall not assign, sublet, or transfer (whether by assignment or novation) this Agreement or any rights under or interest in this Agreement.

XV. INDEMNIFICATION AND HOLD HARMLESS

A. Generally

With regard to any claim, protest, or litigation arising from or related to the Subgrantee's performance in connection with or incidental to the Project or this Agreement, Subgrantee agrees to defend, indemnify, protect, and hold SANDAG and its agents, officers, Board members, and employees harmless from and against any and all claims, including, but not limited to prevailing wage claims against the Project, asserted or established liability for damages or injuries to any person or property, including injury to the Subgrantee's or its subcontractors' employees, agents, or officers, which arise from or are connected with or are caused or claimed to be caused by the negligent, reckless, or willful acts or omissions of the Subgrantee and its subcontractors and their agents, officers, or employees, in performing the work or services herein, and all expenses of investigating and defending against same, including attorney fees and costs; provided, however, that the Subgrantee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of SANDAG, its Board of Directors, agents, officers, or employees.

B. Intellectual Property

Upon request by SANDAG, the Subgrantee agrees to indemnify, save, and hold harmless SANDAG and its Board of Directors, officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Subgrantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Subgrantee shall not be required to indemnify SANDAG for any liability caused solely by the wrongful acts of SANDAG employees or agents.

XVI. INDEPENDENT CONTRACTOR

A. Status of Subgrantee

Subgrantee shall perform the services provided for within this Agreement as an independent contractor, not an employee of SANDAG. Subgrantee shall be under the control of SANDAG as to the result to be accomplished and not the means and shall consult with SANDAG as provided for in the Scope of Work. The payments made to Subgrantee under this Agreement shall be the full compensation to which Subgrantee is entitled. SANDAG shall not make any federal or state tax withholdings on behalf of Subgrantee. SANDAG shall not be required to pay any workers' compensation insurance on behalf of Subgrantee. Subgrantee agrees to indemnify SANDAG for any tax, retirement contribution, social security, overtime payment, or workers' compensation payment which SANDAG may be required to make on behalf of Subgrantee or any employee of Subgrantee for work done under this Agreement.

B. Actions on Behalf of SANDAG

Except as SANDAG may specify in writing, Subgrantee shall have no authority, express or implied, to act on behalf of SANDAG in any capacity whatsoever, as an agent or otherwise. Subgrantee shall have no authority, express or implied, to bind SANDAG or its members, agents, or employees to any obligation whatsoever unless expressly provided for in this Agreement.

XVII. SEVERABILITY AND INTEGRATION

If any provision of the Agreement is determined invalid, the remainder of that Agreement shall not be affected if that remainder continues to conform to the requirements of applicable laws or regulations.

This Agreement, with its attachments and the resolution from Subgrantee's governing body submitted with its application, represents the entire understanding of SANDAG and Subgrantee regarding those matters. No prior oral or written understanding shall be of any force or effect concerning those matters covered herein. This Agreement may not be modified or altered except in writing, signed by SANDAG and the Subgrantee.

XVIII. SIGNATURES

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last signature date below.

SAN DIEGO ASSOCIATION OF GOVERNMENTS

Susan Huntington 03/12/2024

SUSAN HUNTINGTON
Director of Financial Planning, Budgets, and Grants

CITY OF SAN DIEGO

03/12/2024

CASEY SMITH
Deputy Chief Operating Officer

APPROVED AS TO FORM:

03/12/2024

Office of General Counsel

ATTACHMENT A
SCOPE OF WORK AND PROJECT BUDGET

See following page.

Scope of Work and Budget

Applicant Name: City of San Diego

Project Title: City Affordable Home Master Plan

Part I: Project Overview

Project Location: *Citywide*

Brief Project Summary: *The grant funding and the City's $300,000 matching funds from GPMF will further the City's ongoing efforts to accelerate home production through the assessment of to-be-determined City-owned sites for home development. With funding provided by SANDAG's Housing Acceleration Program Cycle 1, the Planning Department began studying the viability of utilizing City-owned land for homes by creating a framework for the identification of ideal sites for residential development. An operational needs assessment was then performed to discern which municipal departments would be most affected by residential development on city owned property and to identify any foreseeable issues with redevelopment. Upon completion of this work, the City will have a prioritized list of publicly owned sites best suited for residential development.*

The City Affordable Home Master Plan proposal will build upon the progress achieved during Cycle 1 and begin to prepare the prioritized sites for development. The preparation process will include conducting site-specific housing development analyses and the creation of a housing typology capacity framework that addresses market-rate, deed-restricted, permanent supportive, and transitional housing. Additionally, this phase of the project will include developing a facility-focused operational needs-based analysis that will serve as a planning document for the transition of existing City department resources to new locations. Additionally, the City Affordable Home Master Plan will also include an in-depth analysis on developing new facilities for populations experiencing homelessness. This analysis will include identifying potential shelter sites and working with relevant partners to establish new homes and services for the unsheltered. All work associated with this phase of the project will be performed in accordance with the Surplus Land Act (SLA).

Part II: Scope of Work and Budget

[List the Project tasks and corresponding budget. The Total Project Cost column will auto-calculate.]

Task No.	Task Description	Outcome/Output	Deliverables	HAP Grant Amount	Matching Funds Amount	Total Project Cost
Enter Task or Subtask Number (tailor as needed)	*Enter task descriptions. Limit sub-tasks to major milestones.*	*Enter Task Details*	*Enter deliverables associated with each task.*	*Enter amount requested*	*Enter Local Match (non-REAP funds)*	*Enter cost to complete each task. Sub-tasks should not have an associated cost. The total cost of all tasks should equal the total project cost (grant funds requested + matching funds).*
Task Example	*RFP for affordable housing consultant: Develop and issue RFP*	*Please describe the methodology used in preparing the RFP/RFQ and the competitive proceedures. (Example: The SANDAG Sustainable Communities On-Call will be used to identify potential firms. The RFP will be provided to those pre-qualified firms and the highest-ranked firm will be selected considering the team's relevant experience, approach to the work, and cost.*	*Draft RFP; final RFP; signed consultant contract*	*$ 5,000.00*	*$ -*	*$ 5,000.00*
Task Example	*Public Outreach*	*Describe the type and number of workshops/mailings/surveys that will be used to reach community stakeholders. (Example: 4 community planning workshops will be held for community participation, a stakeholder*	*Outreach materials*	*$ 25,000.00*	*$ 2,000.00*	*$ 27,000.00*
1	*Issue Task Order for Consultant Team*	*The task order will be issued to a consultant on the Planning Multidisplinary on-call list. Planning Department staff will review available consultants and select the most qualified team to produce standarized plans.*	*Draft Task Order; Negotiate Scope; Route Approved Task Order and Scope; Approved Task Order*	*-*		*$ -*
2	*Public Outreach*	*City staff will meet with consultant team to determine the best manner to engage and receive input for the Public Engagement Strategy of the Affordable Home Master Plan.*	*Draft Public Engagement Strategy Plan and materials*	*$ 100,000.00*	*$ 20,000.00*	*$ 120,000.00*
3	*Housing Typology Framework*	*The consultant will work with City staff to develop a draft technical memorandum detailing a housing typology framework for market-rate, deed restricted, permanent supportive, and transitional housing for the prioritized sites.*	*Draft technical memorandum for Housing Typology Framework*	*$ 50,000.00*	*$ 20,000.00*	*$ 70,000.00*
6	*Potential Shelter Site Analysis*	*Utilizing the Site Specific Housing Analysis, the consultant will work with City Staff to develop a draft technical memorandum detailing the type of shelter facilites that could be developed upon those sites which were determined to best accommodate shelters.*	*Draft technical memorandum for Potential Shelter Site Analysis*	*$ 50,000.00*	*$ 20,000.00*	*$ 70,000.00*
4	*Site Specific Housing Analysis*	*The consultant will work with City staff to develop a draft technical memorandum detailing a highest and best use analysis for each of the prioritized sites. The memorandum will identify and address any environmental reviews that need to be performed in association with redevelopment of the site.*	*Draft technical memorandum for Site Specific Housing Analysis*	*$ 300,000.00*	*$ 20,000.00*	*$ 320,000.00*

Scope of Work and Budget

Applicant Name: City of San Diego

Project Title: City Affordable Home Master Plan

Part I: Project Overview

Project Location: *Citywide*

Brief Project Summary: *The grant funding and the City's $300,000 matching funds from GPMF will further the City's ongoing efforts to accelerate home production through the assessment of to-be-determined City-owned sites for home development. With funding provided by SANDAG's Housing Acceleration Program Cycle 1, the Planning Department began studying the viability of utilizing City-owned land for homes by creating a framework for the identification of ideal sites for residential development. An operational needs assessment was then performed to discern which municipal departments would be most affected by residential development on city owned property and to identify any foreseeable issues with redevelopment. Upon completion of this work, the City will have a prioritized list of publicly owned sites best suited for residential development.*

The City Affordable Home Master Plan proposal will build upon the progress achieved during Cycle 1 and begin to prepare the prioritized sites for development. The preparation process will include conducting site-specific housing development analyses and the creation of a housing typology capacity framework that addresses market-rate, deed-restricted, permanent supportive, and transitional housing. Additionally, this phase of the project will include developing a facility-focused operational needs-based analysis that will serve as a planning document for the transition of existing City department resources to new locations. Additionally, the City Affordable Home Master Plan will also include an in-depth analysis on developing new facilities for populations experiencing homelessness. This analysis will include identifying potential shelter sites and working with relevant partners to establish new homes and services for the unsheltered. All work associated with this phase of the project will be performed in accordance with the Surplus Land Act (SLA).

5	*Facility Focused Operational Needs Analysis*	*The consultant will work with City staff to develop a draft technical memorandum creating a facility specific relocation plan for each prioritized sites under consideration for redevelopment.*	*Draft technical memorandum for Facility Focused Operational Needs Analysis*	*$ 150,000.00*	*$ 20,000.00*	*$ 170,000.00*
			TOTAL PROJECT COST:	**$ 650,000.00**	**$ 100,000.00**	**$ 750,000.00**

Part III: Summary of Funding

Total Project Cost:	$	750,000.00
Total Grant Request:	$	650,000.00
Total Matching Funds:	$	100,000.00

Grant Percentage:	86.67%
Matching Funds Percentage:	13.33%

Part IV: Project Budget and Expenditures Per Fiscal Year

SANDAG staff will use this information for the Regional Transportation Improvement Program (RTIP) if this project receives funding.

Category*	Fiscal Year (FY) 2024 (July 1, 2023 - June 30, 2024)		Fiscal Year (FY) 2025 (July 1, 2024 - June 30, 2025)		Fiscal Year (FY) 2026 (July 1, 2025 - June 30, 2026)		Total Grant Amount	Total Matching Funds	Total Project Cost
	Grant Amount	Match Amount	Grant Amount	Match Amount	Grant Amount	Match Amount			
ENV/ENGR			$ 225,000.00	$ 50,000.00	$ 425,000.00	$ 50,000.00	$ 650,000.00	$ 100,000.00	$ 750,000.00
ROW							$ -	$ -	$ -
CONSTRUCTION							$ -	$ -	$ -
Total	**$ -**	**$ -**	**$ 225,000.00**	**$ 50,000.00**	**$ 425,000.00**	**$ 50,000.00**	**$ 650,000.00**	**$ 100,000.00**	**$ 750,000.00**

*Key

Category	Category Description
ENV/ENGR	Environmental, Engineering, and Planning
ROW	Right-of-Way
CONSTRUCTION	Construction

ATTACHMENT B
PROJECT SCHEDULE

See following page.

Project Schedule

Applicant Name: City of San Diego

Project Title: City Affordable Home Master Plan

Part II: Project Schedule

Propose a timeframe for the Project tasks. The schedule must use the same tasks that are in the Scope of Work and be based on the number of months from the Notice to Proceed (NTP).

Task No.	Task Description	Schedule		
Enter Task or Subtask Number (tailor as needed)	*Copy and paste the description from the Scope of Work.*	*Enter start date as number of months from NTP. Enter whole numbers.*	*Enter end date as number of months from NTP. Enter whole numbers.*	*Enter total duration anticipated for task completion. Enter in number of months. Enter whole numbers.*
Task Example	*RFP for affordable housing consultant: Develop and issue RFP*	*1*	*4*	*3*
Task Example	*Public Outreach*	*5*	*12*	*7*
1	*Issue Task Order for Consultant Team*	1	2	*1*
2	*Public Outreach*	3	6	*3*
3	*Housing Typology Framework*	7	10	*3*
4	*Potential Shelter Site Analysis*	11	14	*3*
5	*Site Specific Housing Analysis*	14	17	*3*
6	*Facility Focused Operational Needs Analysis*	14	17	*3*
			Total Project Duration (In Months from NTP):	**17**

Note: This page starts the Attachment C that contains unreadable text. A clean readable version of this Attachment C is provided at the end of this document.

ATTACHMENT C

PASS-THROUGH PROVISIONS FROM REAP AGREEMENT

The following pages are labeled as REAP2 Terms and Conditions and are copies of Exhibit D to SANDAG's Agreement with HCD (HCD Agreement). The HCD Agreement requires compliance with the Local Government Planning Support Grant Program (Health & Safety Code §50515.06 et seq.) The REAP Terms and Conditions refer to SANDAG as Grantee. Section 9B of the document requires that if SANDAG enters into any contracts with subrecipients such as Subgrantee as a result of the HCD Agreement, such contract must contain all the provisions in the HCD Agreement.

EXHIBIT D - REAP'2 TERMS AND CONDITIIONS

1. . Accountinn and Records

A. The Grantee, its empbyees, contractors, and s1.1bcontractors shall estalll'islli a:nd maintain an acw1.111ting system and reports tllat pfQperly accumullate incurreclpiqect costs tJy line. Tl'le accounting system shalll confmrn to Generally Accepted Accoo11ting Plincipl:es (GAA!P}, en.ml.e the determination ofi incurred coots at i11tel"im p·onts ofi compl:e1!ion, and!pmvide support for payme11rt vo1.1ch.ei-sam:i i11voi:ces. Grantees may establish and maintain an accounting system and reports, as d'.esclibed above, on beilalf of contractors and subcontractors.

B. The Grantee must establish a separate ledger account for receipts and e)(!penditures ofi grant fundlsand maintain expenditure details·n accordance with the budget a11d timeUne. Separate bank acwu11rts are not required. As appRIJ)liate, Grant.ses must estalllisil s9iparate ledgers for State General runds and other fum:ls associated with proposed uses 110 provid'.ed by 1he REti;P 2.0 Prngram.

C. The Grantee shall maintain documentation ofi its normal prno1.1rement poUcy and competitive bid process (includ!ing th.e use of sole source purchasing}, aml financial records of e)(!penditures incurred duling1he course of tll.e piqect in accordance with GAAP.

☐. The Grantee agrees 1hat the Department or designated representative shall have the light to,review a:nd to copy a11ry records and supporting d:Oc11me11tation pertaining to the pertormance of tile Agreemenl

E. The Grantee agrses lo maintain such records for a possible aud'it after tile final payment for at 1:east five years aliter all funds have been expend'.ed or returned to the stare unless a longer period of records retention is stipulated. Wherever practi:cable, such rec,ords should lle oollect.ed, transmitted, and stored in open and macllline-readabl.e formats.

F. Co11rtractors and suboo11rtraotors employed by the Grantee and paid with moneys. under tile terms ofi lhis Agreement sll.:illlbe responsible for mai11rt·11ing accou11rting records as specified aoove.

2. Invoicing

A. Grant funds cannot be disllursed 11ntill117.e Agrsement has been full¥ exec1.1ted.

B. The Grantee wi11be respolilisible for compiling and sullmitting alllinvoioes and reiPorting doc11me11ts.

C. The Grantee must bill the Department bs'lsed 0111 cl'.ear deliverables outlined in the Agreeme11rt m b1.1dget limerne. Generally, approved a11d el'igillle costs inru1red for work after execution of lhe Agreement and completed duling the grant term wmlle reimllui-sable. How:ever. elig"ble activities conducted plior to award willlbe

raimbtusable to Jufy 1, 2021. Approved and eligible costs incurred **prior** to July 11, 2021, are irnel'igi11'.e.

☐. Gra11tees w o received advance runds sllall expend all such funds or demonstrate su'bstantiallprogress prim to requesting additional aclvanced fu11ding by submitting an updated projeot timeline and bud'.get, inoluding e pendiitme piugrass for their eligible projects from the appl'icaticm andlany suppomng documentation.

E. PKlject·nvoices may lle submitted to the Department by lhe Grantee on a quarterly basis or upon completion of a del'iverable, subject to the Departme11t's ap;p10vall.

F. The Oepartrment m.,iy consider advance payments or allternatirve arrangernents to raimbtusement.and payment methods llasedlon demonstrated need. The Department may oonsider factors suah as availabl'.e rund!sror eligible aotivities. Su1allocatio111s mwt request funds i11i1ncrements, schedule for aclvanoe payments or otller fom1 app10vedl by the Department, and report piugress according lo a111 impl'.ementalion and expendiiture timetable.

G. Supporting doomnentation may incl'ud'.e, but is not limited to, purcllase orders, reoeipts, progress payments, su'bcan1ractor invoices, omecard!s, reports, or any other d'.ocument.ationias deemed neoessruy by the Department to support the raimbursement.to the Grantee for exipendiitures incurred.

hi. Invoices must Im acoo11 panied by supporting docume11tation wll.ere appropriate. **Invoices** without supporting documentation **will** not lle paid. The Departme11t may wil!hll.old 1up **to** 10 percent of the grant 1un,ti'l grant terms have lleen fulfilled!·,ndm::ling all required!reporting.

3. Audits

A. At any time during tile term of tile Agreement, tile Department may perform **or** cause to lle performed a financial audiit of any and alllphases of lhe award. At the Department's request, tile Grantee shalll provide, at its ow,n expenoo, a financial audit prepared l)y a certified publf:c aa:ountant. The Depamne11t 11.is !he ligh,t to review p10ject documents and conduot aud ts duri11g pKljeot impl'.ementation and over the proj,ect life.

B. The Grantee agrees lhat lhe Departrment or tile Oepartmenfs designee shall have the rigll,t to reviei.v, olltafn, and oopy all racorn:s and sup;portfng d'.ocumentatio111 pertaining to performance of this Agreement.

C. The Grantee agrees to provide the Departme11t. or the Departrment's designee, vmh any rel'.evant intorma1!ion requested.

☐. The Grantee agrees to permit the Department or tll.e Oei,Partmenfs d'.esignee aooess to its premises, upon reason.;ible notice, duiing normal!business hours for the purpose minterviewing empl'.oyees who might reasonably have i11forrnation ralated to su:oh records and inspeoling and copying suclli books, racords, aa:ounts, and o her

material that may be rel:evant to a matter lllnder in1'estigatiorn1for the puipose of d'.etem1ining compl'iarnce with sta Llles, REAP 2.0 G'l.lid'.el'ines, and the Agreement.

E. The □eparbnent may request additional inforrnati.olill, a,s needed, to meet o her a;ppJicabl:e audit requirements_

F. The □eparlment may monitor exipenditures and activities of ai Grantee or its d'esignees, contraotors or subcontractors, a,s the Oeil)artment deems necessary, to ensure compliance with REAP raquirements..

G. Grantees using fed:eral or state transportation planning 1iunds administered through the Overall Worik. ProgramOWP} silall dearty identify tile source of fimds.

f-1. If there are audit findings, tile Grant.ee must submit a detailed response aa::9ip!able to !he Department for each aud'it finding wilhin '90 days fmm the date oflhe aud'it finding report.

I. The Grantee agrees to maintain suoh records for possible aud'it after til.e final payment for at 1:eaist live years affer all funds have tJeen expended or returned to the state unless a long.er period of records retention is stipulated. Wherever practi:ca Jle, suoh records silould be oollected, transmitl.ed, and stored in open and maciline-readabl:e formats.

J_ If any li:tigationi, claim, negotiation, audit, monitoring, inspectiolill, or other action ilas !Jeen started before tll.e expiration of the requirad record retention period, alll racoms must be retained l)Y the Grantee and i:ts d'.esignees, cm1traotors, and sub-contractors untill compl:eticm of til.e action and reso utio11o1f alllissues which arise fmm i:t. In any contract !hat it enters into in a11a1mount exceeding $110,000, the Grantee shall include the Department's right to aud'it til.e cm1tractol"s records and irn,ter!Jiew !heir empl:oyees.

K. The Grantee shall comply wil!h and be aware of !he raquirements and penalties for viol!ations of fraud and for obstruction of in,'i'estigation a,s set forth in California Publi:c Contracts Cod'.e Section 10115.10.

4. Remedies omd Non-pe:rtorm11nce

A. Any dispute ooncerning a question of ract al'ising under this Agreement tilat is not disposed of by agreement shalllbe decid'.ed by tll.e D9ipartment's Housing Policy Develo;pment Manager, or the M!anager's d'.esignee, who may consid'.er any wlitten or verbal evidence submiitted by !he Grantee. The d'.eciisian of til.e Of:ipartment's Housing Policy □evel:opment Manager or Designee shalll be the Department's final d'.ecision regarding **the** dl pute, not subj,eol to appeal.

B. Neiitll.er !he pend'.ency of a di pute **nor** its ccmsid'.eratiorn1by tile 09ipartment willl exouse the Grantee from fu llland timely pertorm,moe **in** accord1:moe wiitlilithe tem1s of **this** Agreement.

C. In the event 11hat it is de.tem1ined, at1he sol'.e disoretion of tile Department, that tll.e Gra11tee is not meeting tll.e terms and com:Mi011s o.f1he Agraement, imrned atelyupon reoeirving a written noti:oefrom the Department to stop 1NOlt, the Grantee sllall oeaw all W'Olk under the Agraement. The □epartment has1he sole disore.tion to determine that Ille Grantee meets lhe terms and conditions atter a stop 1;WO1;: order, and to d'.eliver a lNlitlen m:mceto the Gra11tee to resume worik. und'.er the Agreeme11t

□. The □e;partrllent has11he right to tem1inate tlle Agreement at any time upon 30 days written notice. The 11otice shall specify the reason for early termination and may permit the Grantee or tll.e Departmeht to rectify any deficiency(ies),pl"ior to tile earty tem1ination date. The Grantee will submit any rrequested d'.ornments to 11he Departmentwith·n 30 dlays of the eartyte1mi11atio111notioe.

E. The appli:ca11,t must demonstrate a clear and sig11ificantne)i)USto REAP 2.0 Program goals and objectives and must carry ol.11:provisions to mee.t th.e Prngram g:oals and objectives andother rrequirements, inoluding, but not limited to, adoptionm compl'.e.tion of activities towarrl Poli:cyOurtcomes and impl'.ementation ofi el'igi lie use aciirvilies funded through a suballocation prooess. Arr, llack of action m aotion inconsistent withREAP 2.0 rrequirements may reslllitin review and could be subj,ect to repayment of the grant

F. At any time, if1he □eparlment finds1he Grantee inoludedlraise·nfom1ati1::min the advance or finallapplication or as part of the application review, the □epartment may rrequire Ille repayment of funds.

G. Gra11tees are responsible for suballocations mee-ting all REAP 2.0 reciuireme11ts.

hi. Exarnpl'.es ma braachroftllis A.graement:

1. Grantee's failure to oon ply withany term or oondiition of this Agreement.

2. Use of, m pem1iitling theuse of, grant runds provided under this Agreement for any ineligible cos-ts or for any actii!Jitynot specified and ,1pproved under11his Agreement.

3. Airy failure to oomply with tll.e deadlines set for11ihn tllis Agreement mi less approved by tll.e Program Manager in wriiting.

I. The □epartrllent may, as it deems ap;pro;priate or necessary, require the repayment of funds from a Gra11tee, or pursue any other remed es available to iitby lav.rfor failure to comply with all REAP 2.0 Program requirements.

J. In ad'.dition to any other remedies that may be availlalie to tile Department i111law or equity for breaoh of this Agreeme11,t, tile Departmen,t may at its discretion, exercise a variety of remedies, inoluding but not limiited to:

1. Revoke existing REAP 2.0 award'(s),to tll.e Grantee;

2. Require the ra um of une pern::led REAP 2.O fundls d sbursed urn::ler tl'1is Agreement;

3. Require repayment of REAP 2.0 Funds disbursed and expended under tllis Agreement;

4. Seek a oomt order for specific performance oHhe obligation defaulted upon, or !he appointment of a receiver to complete !he oMigations in aooord!anoo wi!tlilitlil.e REAP2.0 Program requirements.; and

5. Otl'ler remedi.es avail!able at law, l)y and through this Agreement. Alli remedies avail!able lo tile Department are oumu1atiwe and not exolusive.

6. The Department maiy g·ve W'litten rn:mce to tll.e Grantee to oure tl'le breach or viola.ti.on within a period of not less tll<im 15 days.

K. The Grantee may be su 1ject to amendment of !his seotion as a result of subsiequent applications and awards.

5. Reporti11g1

A. At any lime during tll.e term of tile Agreement, tile Department maiy request a perfom1a:nce report that demonstrates salisfaction of all requirements id'.entified·n tile Agreement wi'1!h emphasis on eligible activiti.es, eligibl'.e uses, and e pendi!tures aooord"ing to timel"ines and budgets referenced in the Agreement.

B. Grantees sllall submit a report, in !he fom1 and manner prescribed by tll.e Department, to lm mad·e publicly availalll'.e on its wellsite, lly April 1 of the year following the receipt of1hose funds, and annually thereafter until tllose funds are e:xipended, tll.at contains the fo||'.owing information:

1. The status of ttle Piroposed LJses and expendirures listed in the Grantee's ad\ranoe and fulll applicalions for fund"ing and pl'Ogress of each Proposed LJse toward all the objootives of the REAP 2.0 program as provided in the Guid'el"ines and explained in the applications.

2. An e:xiplanatio111a:nd quantification, where appropriate, o.fthe progress achi.eved toward all o1i the objeotives o.f the REA.P 2.0 program, barriers and solutions for each Proposed Use Ulm is consistent with and incorporates the metrics in th.e full ap;pl"ication, inoluding, but not limited to
   i. Housing unHs acceleratedl,
   ii. Reductions in Vehide Miles Traveled Per Capita,
   iii_ Location of investment,
   iv. Socioeconomic statistics about tile impacted geograpl11y, a:nd
   v. Reg·onal impaot expl011alion

   The re;port must identify whether Pio;pooed Uses ovel1ap with other programs lhm share the same objootives as RIEAP 2.Cl The Grantee sllmJ'ld so identify

.my meas1.1rement chall:engeshat persist and higilligil,t a!lry adminiiStrative barriers that prevent it from o ltaining the information it needs ID perfom1 !Jetter arn:iliysis mprogress made achieving REAP 2.0 Objectives a!ld make adjustments to tile extent poss1 Jl'e in subse{luent f"e\porting years..

3. All status a!ld impact reports shall lbe categorized based on rtile eligi:,Je uses specified in Seotion 50515.08 of til.e statl.lte.

C. Gr.mtees shall post, make availa ll'.e, and upd!ate, as appro;pliate cmits internet website, land use maps and Vehicle Miles Traveled generation maps produced in lhe d'evelopme!lt of its adopted SGS, as applica ll'.e.

□. Gr.mtees shall oollaborate and share progress, templates, and best praotices **wilh** lhe Departrllent and tellow reoipielTTs·n implementation oHunds. To til.e greatest extent practicable, Gr.mtees shalll oomrdl!late with olher Bligible ElTTtities in llle d'.evelopme!lt of appl'ications, consider potenti.:illfor j:o·!lt actii!Jilies, and seek ID wmd'inate hl1ms·ng and lr.msporlation planning acKliSS regions.

E. Upon completion of alll deliverables **within** lhe Agreement, lhe Grantee shall sulmiit a dose ol.lt report **in a** ma:nlTTer and form prescribed by tile Department.

1. Grantee may include a lilTTe item for advance payment or reimbursement, as part m its adminislrative oosls, for its filTT.il report that is d.ue by June 30, 2026. Funding requests forfilTTallreports mus! lm sulm1itl.oo no later Ulan M!arrch 31, 2026.

6. Ind'emnificaflion

Neither ttl.e Department mn any omoer, employee or designee thereof is responsilll'.e for any inj,1.1ry, damage **or** liabil'ity occurring by reason of anylhilTTg d'.cme or omitted by the Grantee, its officers, employees, agelTTts, its oontraotors, its su'l)-recipients or its s1.11loontract.ors under or in conneotion ·lh any work, authority or jurisdiotion oonferred upon the Grantee under lhis Agreement, Guidelines or staMe. Il is U!lderstood and agreed that lhe Grantee shall full(Ydefend, ind'.em!lify and save harmless lhe Departme!lt and all m til.e Oepartmenfs staff from all olaims, s1.1its **or** aotions of every name,ind and desoriplion brought forth und'.er, inoludlng, **but** not limiitoolD, tonuous, oontraorual, inverse oondemlTTation or other tileories or assertions m liabil'ity occurring lly reason of anylhing do!le **or** omitted to be done by lhe Grantee, its offi:oers, employees, agents, contractors, s1.1lHecipients, or s1.1 loontraolors under ttlis Agrsemen Guidel"nes or statur te.

7. Waivers

No waiver of any breaoh of this Agreement shall be held ID lle a waiver of any prim or s1.11lseq11:ent breaoh. The failure of lhe OeiPartment to enforce at any time the provisions of til is Agreement, or to require at any time, pertormance by1!he Grantee of tilese provisions, shall in no way lle oonstrued ID lle a waiver m s1.1oh provisions nor ID affect. lhe val'id'ity of tilis Agreement orhe l"igilito fln e Depailment to enforce lhese provisions.

RegiomlE!arty Action Planning Grants m2021 (REAP 2.0)
NOFA Date: Ju'ly 11a, 2022
Approved D.:ite: November 10, 2022
Prep. Date: Oeoember 14, 2022

8. Relationship of Parliies

It is expressly u11derstooo tilal this Agreeme11t is an agraement exeollled by and between 1:JNo indepe11dent g:ovemmentallentiti.es and is not intended to, and sh.ill not lm constru:ed to, create lhe relationship of agent, servant, employee, partnership, joint venture or assooiation, m any other relatio11ship wh.itsoever other **than** that of an i11depend'ent party_

9. Third Party Contracts

A. All state-govennment funded procurements must be conducted iusi11g a fair andl competitiilie procurement pnmess. Ttle Grantee may use its 01;1.m p10Curerment procedures as long as tile plODedmes comply wiith alllCityfCmmty l ws. rules a:nd ordill!anoes g0i1iern1ing p10CUrerme11t, and all applicable provisions mCalifonni.i state l w.

B. An,y contract entered i11to as a resu1t of tilis Agreement sllalll contain all the proiliisions stipu'lated i11t1ilis Agreement and shall be applicable to the Grantee's sub-reoipients, contractors, and subcontractors. Copies of all agreements with sub-reoipients, contractors, and subcontractors sh.ill l)e suim1iitted to tll.e Department's program ma11ag:er.

C. The Oepartment does not have a contractu relationship with the Grantee's sub-reoipients, contractors, or subcontractors, and the Grantee shall be fili'lly responsible for monitoring and ent:oroement of those agraements.andlall work pelfcnmect thereunder.

10. Comoili nce wiU11 State aml Federal La ws, Ru'les, Guidelines and Re-nulations

A. The Grantee agraes to comply with all state a11d fed'.eral laviJS, rn es and regulations that pertain to constru:ction, health and sat:ety, lru}or. fair empl'.oyment practices, squat opportuniity. and all other m.itters appl'icable to the grant, the Grantee, its contractors **or** suboontraotors, and any other grant actirvity.

B. During lhe perfmm.inoe of tllis Agreement, tll.e Grantee assures that no othe 1ise qualified perso111 shall be exdudoo from participation or empl'.oyment, d'.enied program benefits, or be subjected to discnminatio11based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic·nfom1atio111, age, d1sallility, h.indicap, familial sta us, rel'igio111, or ttelief, under any program or aotiviity funded by !his contract, as req,ufred by Title VI of tll.e Civil Rights Act.o1f 1964, the Fair hlousing Ao! {42 USG 3601-20) and alll implementing reg1.1l tions, and U1.e Age Discrimi110tion Act of 1975 and alll irnplementi11g regulations.

C. The Grantee shall include llle 11ondisoriminatio11and compl'i.mce provisions of ttlis cl'awe in all agreements witllrits sulHeoipients, contractors, and subco11tractors, and sillall inolude a requirement in all agreements that eacillrof thermi11t1um inolude the nondiscnmi11alion and complianoe piovisio11s of this olause in all 0011rtracts and subcontracts !hey ente·rnto to perform wnrik. und'.er the REAP 2.0 Program.

D. The Grantee shal , in the course of pelform·ng project W'Or1\, fu 1¥ comply wim the applicalJl:e piovisions otillle .A.rnelicans with Disabil'ities Act (ADA) o.f 1990, which prollibiits disclimination 0111the basis of disabi1iity, as welll as alllappli:cable ragu'lations and g1.1id'.elines issued p1.1rsuant to the ADA. (42 U.S.C. 12101 et seq.}

E. The Grantee shal ad'.opt and implement affirmative prnresses and prnred1.1res that provide·nformatii::m, 01.1treaoh and piomotion of opportunities in the REAP proj,ed to enco1.1rage participation mall persons regardl:ess of race, color, nationall:oligin, sex, ralig·on, rammall statu;s, or dis Jility. This indudes, b1.1t is notlimited to, a minority 01.1treaoh piogram to ens1.1re ttie incl1.1sion, to,tile maooimum exient possible, of minorities and W'Omel1,and enMi.es mvined by m·norities and W'Omen, as req,1.1ired by 24 GRR 92.351.

Lifligaflion

A. If alilly provision m this Agreement, man underlying obligation, is held invalid by a w1.11t of competent jurisdic1ion, s1.1cll invalidity, at tll.e sol:e disoretion of the Department, shall no affeeit any otller provisions of this Agraement and tl'le rema·nder offilisA.graement shall rem.,iin in full force and effeot. Therefme, the provisions of this Agreement are, and sll.,illl be, deemed severable.

B. The Grantee shal notify tile DeiParlment immediatelly of any claim m l:egal action undertaken by m against it , **vuhi:ch**affects m may affect this Agreement **or** the Department, and shalllitake s1.1ch aotion with respeot to the olaim or legal action consistent wiith the terms of tllis Agreement and Ille interests of the Department.

Chang:es in TennslAmend1nents

A. The Grantee may be s1.1bject to amendmerns to,this seotic:mas a result **of** s1.1bseq1.1ent applications and awards.

B. This Agreement may only lJe amended or modified by m1.1t1.1al wmten agreement of both parties.

13. State·0Wned Data

A. Definitions

1.. Wor1\:

The w-ork to be direct!¥ or indirectly prod'1.1ced by tile Grantee, its employees, or by and of the Grantee's contractor's, s1.1 Jcontractor's and/or s1.1b-recipienfs employees und:er this Agreement.

2. Wor1\Product:

Alli del1verables created or produced frnm Worik.under this Agreement fncludingi, lmt not l'imiitoo to, all Worik. and d'.el'ivera Jles 0011,oei1ved or made or, hereafter

colilceivedl or made, either solely or j:oi11tlty with others d.uri11g tile term of !his Agreement and d11rililg a period of siocmonths after tile term·11a1Jicm thereof, wl'lich rel'ates to ttle Worik. commissioneo or performed under this Agreement, are colilsid:eroo Worik. P,roduot. Worik. PIOduot i11dudes all deliverables, inventions, innovations, in provements, or other ,..mrks of authorship Grantee arn:1/m Gr,mtee's co11traotm suoco11,tractor all(:1/or sub-reoipient may conceive of or d'.evelop in the course of tllis Agreement, wllelher or no they are eligible for pate11t, oopynght, !radernal'k, !rad'e secret **or** other legall protection.

B. Sharillg of Work Pmiduct and Rigll,ts

AlliWorik. Prnduot sllall be shared **with** !he Department and its parlnern for various pmpooes, includ'ing education, mitreach, transparency and ru um 1:eanni11g_

14. Spedal Condilions

Tile State reserves the li,ght to ad'd any special conditions to !his Agreement it deems necessary to assure tll0t the policy and goals of tile Program are achieved!.

ATTACHMENT D
PERFORMANCE MEASURES

Grantee must provide sufficient evidence that demonstrates the use of grant funding meets all REAP 2.0 goals and objectives. Grantee agrees to the performance measures included on the next page for the Project.

`

SANDAG

Housing Acceleration Program (HAP) Performance Measures Reporting

Grantee: City of San Diego

Project: City Affordable Home Development Master Plan

Part A – Status of Activities

The table below lists the grant program/project's Performance Measures as selected by the grantee and outlined in the grant agreement. This table intends to monitor and assess the benefits achieved by the project for the reporting period. In each quarterly progress report, the grantee is required to provide updates on "Output Indicators" and "Outcome Indicators" for each Performance Measure.

Performance Measure	Related REAP 2.0 Category	Quantifiable Measurements or Metrics[1]	Desired Outcome	Baseline Year (2023)[2]	Output Indicators[3]	Outcome Indicators[4]
Mix of Housing unit types or sizes	Reducing Vehicle Miles Traveled	Number of home types on city owned sites that are in transit-rich areas of the city	Identify locations for a variety of homes on city owned sites near transit including homes for families, homes for individuals, affordable homes, and homes for unsheltered people	0 homes		
Increasing land use intensities	Accelerating infill development that facilitates housing supply, choice and affordability	Number of city-owned sites that could accommodate homes	Identify at least 10 sites that allow for housing where does not currently exist.	0 sites	More homes allowed on city owned sites	Increased capacity for homes

[1] - The quantifiable measurements or metrics will be used to assess the project's effectiveness in meeting the anticipated REAP goal/objective.

[2] -The baseline year will be calendar year 2023 and the final project calendar year will be 2025; data will analyze project benefits for to inform the Final Progress Report.

[3] - Output indicators are a type of performance indicator that measures the immediate activities, products (including capital investments), or deliverables that result from a program or project.

[4] - Outcome Indicators are the benefits that a project delivers during this reporting period. They measure the broader changes or benefits that result from the program or project.

Performance Measure	Related REAP 2.0 Category	Quantifiable Measurements or Metrics[1]	Desired Outcome	Baseline Year (2023)[2]	Output Indicators[3]	Outcome Indicators[4]
Number of new affordable housing units in Higher Resource Areas	Affirmatively Furthering Fair Housing (AFFH)	Number of affordable homes allowed on city-owned sites in high and highest resource areas	Identify locations for at least 250 affordable homes on city-owned sites in high or highest resource areas	0 homes		
New or enhanced public services and community assets such as parks, schools, social service programs, active transportation, infrastructure, and other community amenities	Accelerating infill development that facilitates housing supply, choice and affordability	Number of city owned sites with an existing library that could include homes with the development of a new library	Identify at least 3 sites suitable for potential additional housing development with the development of a library	0 sites		
Count of sites developable for future housing	Accelerating infill development that facilitates housing supply, choice and affordability	A number of city-owned sites that could receive streamlined approvals and utilize housing incentives.	Identify at least 10 sites suitable for additional housing development using streamlined approvals and housing incentive programs	0 sites		

SANDAG - Signature Request for Contract 6000330 Affordable Home Master Plan

Final Audit Report 2024-12-04

Created:	2024-12-03
By:	Briana Alvarez (Briana.Alvarez@sandag.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9fRRGX0Icxp3Avlbm83OK8vMwuZfnEXe

"SANDAG - Signature Request for Contract 6000330 Affordable Home Master Plan" History

Document created by Briana Alvarez (Briana.Alvarez@sandag.org)
2024-12-03 - 4:45:09 PM GMT

Document emailed to Casey Smith (cdsmith@sandiego.gov) for signature
2024-12-03 - 4:45:22 PM GMT

Email viewed by Casey Smith (cdsmith@sandiego.gov)
2024-12-03 - 6:29:01 PM GMT

Document e-signed by Casey Smith (cdsmith@sandiego.gov)
Signature Date: 2024-12-03 - 6:30:34 PM GMT - Time Source: server

Document emailed to Susan Huntington (susan.huntington@sandag.org) for signature
2024-12-03 - 6:30:36 PM GMT

Document e-signed by Susan Huntington (susan.huntington@sandag.org)
Signature Date: 2024-12-04 - 1:02:20 AM GMT - Time Source: server

Document emailed to Samantha Foulke (samantha.foulke@sandag.org) for signature
2024-12-04 - 1:02:22 AM GMT

Email viewed by Samantha Foulke (samantha.foulke@sandag.org)
2024-12-04 - 1:56:48 AM GMT

Document e-signed by Samantha Foulke (samantha.foulke@sandag.org)
Signature Date: 2024-12-04 - 1:57:11 AM GMT - Time Source: server

Agreement completed.
2024-12-04 - 1:57:11 AM GMT

Adobe Acrobat Sign

This page starts the clean readable Attachment C referenced at the start of this document.

ATTACHMENT C
PASS-THROUGH PROVISIONS FROM REAP AGREEMENT

The following pages are labeled as REAP2 Terms and Conditions and are copies of Exhibit D to SANDAG's Agreement with HCD (HCD Agreement). The HCD Agreement requires compliance with the Local Government Planning Support Grant Program (Health & Safety Code §50515.06 et seq.) The REAP Terms and Conditions refer to SANDAG as Grantee. Section 9B of the document requires that if SANDAG enters into any contracts with subrecipients such as Subgrantee as a result of the HCD Agreement, such contract must contain all the provisions in the HCD Agreement.

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.

   C. The Grantee must bill the Department based on clear deliverables outlined in the Agreement or budget timeline. 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 or upon completion of a deliverable, 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.

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 statutes, REAP 2.0 Guidelines, and 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 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 eligible use 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 advance or final application or as part of the application review, the Department may require the repayment of funds.

G. 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.

   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) 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 subsequent applications and 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 advance and full applications 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 applications.

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 full application, including, but not limited to:
    i. Housing units accelerated,
    ii. Reductions in Vehicle Miles Traveled Per Capita,
    iii. Location of investment,
    iv. Socioeconomic statistics about the impacted geography, and
    v. 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 development of applications, consider potential for joint activities, and seek to coordinate Housing and transportation planning across regions.

E. Upon completion of all deliverables within the Agreement, the Grantee shall submit a close out report in a manner and form prescribed by the Department.

1. Grantee may include a line item for advance payment or reimbursement, as part of its administrative costs, for its final report that is due by June 30, 2026. Funding requests for final reports must be submitted no later than March 31, 2026.

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.

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.

12. **Changes in Terms/Amendments**

A. The Grantee may be subject to amendments to this section as a result of subsequent applications and 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.

EXHIBIT G

GRANT AGREEMENT BETWEEN THE SAN DIEGO ASSOCIATION OF GOVERNMENTS AND CITY OF SAN DIEGO MID-CITY COMMUNITIES PLAN UPDATE REGIONAL EARLY ACTION PROGRAM 2.0 HOUSING ACCELERATION GRANT PROGRAM – CYCLE 2

SANDAG CONTRACT No. 6000329

Note: Attachment C to this document (Pass -Through Provisions From REAP Agreement) contains unreadable text. A clean readable Attachment C has been added at the end of this document.

GRANT AGREEMENT BETWEEN THE SAN DIEGO ASSOCIATION OF GOVERNMENTS AND CITY OF SAN DIEGO MID-CITY COMMUNITIES PLAN UPDATE REGIONAL EARLY ACTION PROGRAM 2.0 HOUSING ACCELERATION GRANT PROGRAM – CYCLE 2

SANDAG CONTRACT NO. 6000329

THIS GRANT AGREEMENT ("Agreement") is made and entered into effective as of the last signature date below, by and between the San Diego Association of Governments ("SANDAG") and City of San Diego ("Subgrantee"). This Agreement expires on March 31, 2026, unless amended in writing by mutual agreement of the parties.

The following recitals are a substantive part of this Agreement:

A. In January 2010, the SANDAG Board of Directors approved Board Policy No. 035: Competitive Grant Program Procedures, which is available in its updated version at https://www.sandag.org/about/bylaws-and-policies. This Agreement and the Subgrantee's performance are subject to Board Policy No. 035, which includes multiple "use it or lose it" provisions.

B. In 2019, the state legislature passed Assembly Bill 101, which created state grant fund programs to distribute one-time funding to regional entities to prioritize planning activities that accelerate housing production. Thereafter, the California Department of Housing and Community Development (HCD) established the Regional Early Action Planning grant program (REAP), which allocated $6.8 million to SANDAG. Using these grant funds, SANDAG established a regional housing incentive program to collaborate on projects with a broader regional impact on housing.

C. REAP 2.0 was established as part of the 2021 California Comeback Plan under Assembly Bill 140, and HCD allocated SANDAG $43 million. REAP 2.0 builds on the success of REAP 1.0 and expands the REAP program focus by addressing housing and climate goals in California through funding planning and capital activities related to the acceleration of housing production within infill areas that affirmatively further fair housing and reduce vehicle miles traveled.

D. On October 28, 2022, the SANDAG Board of Directors approved the program eligibility and evaluation criteria for the Housing Acceleration Program (HAP) Cycle 2 Call for Projects, including up to $16 million in funding from REAP 2.0.

E. On May 7, 2023, SANDAG issued a call for projects from local jurisdictions in San Diego County that wish to apply for a portion of the HAP Cycle 2 funds for use on housing planning and capital improvement projects meeting certain criteria.

F. On October 13, 2023, the SANDAG Board of Directors approved a list of recommended HAP projects for this competitive grant cycle, and one of those projects is the subject of this Agreement (Project). The Project Scope of Work and Budget, and Project Schedule are included as Attachments A and B, respectively.

G. The purpose of this Agreement is to establish the terms and conditions for SANDAG to provide Subgrantee with funding to implement the Project.

H. Although SANDAG will provide financial assistance to Subgrantee to support the Project, SANDAG will not take an active role or retain substantial control of the Project. Therefore, this Agreement is characterized as a funding agreement rather than a cooperative agreement.

I. Subgrantee understands that REAP 2.0 funds were granted from HCD with statutory requirements and a SANDAG expenditure deadline of June 30, 2026. The SANDAG funding commitment to HAP Projects, including this Project, is subject to those statutory requirements and deadlines, which may impact funding availability for this Project.

NOW, THEREFORE, it is agreed as follows:

I. GRANT AWARD

A. The total amount payable by SANDAG to Subgrantee under this Agreement shall be the proportion of actual Project costs allocated to grant funding in the Project Budget (Attachment A) and shall not exceed the grant award of $650,000 (Fund Limit).

B. It is agreed and understood that this Agreement Fund Limit is a ceiling and that SANDAG will only reimburse the allowable cost of services rendered as authorized by SANDAG at or below the Fund Limit.

II. PROJECT BUDGET

The Subgrantee and SANDAG have agreed to a Project Budget outlined in Attachment A. The Subgrantee and third-party contractor(s) will incur obligations to the Project only as authorized by the Project Budget. Subgrantee may, with prior written approval from the HAP Program Manager, reallocate funds between tasks in the Project Budget as long as all of the following conditions are met:

1. The funds to be reallocated do not exceed an aggregate amount of ten percent for any particular task in the Project Budget,

2. The reallocation does not negatively impact the benefits obtained from the Project, and

3. There is no increase to the Fund Limit or decrease to the matching funds.

Any other changes to the Project Budget require the issuance of an amendment to this Agreement.

III. MATCHING FUNDS

Subgrantee agrees to provide matching funds in an amount of $100,000 of the actual cost of the Project, estimated to be 13.33 percent based on the Project Budget. If the actual cost of the Project exceeds the Project Budget, Subgrantee is responsible for 100 percent of the actual cost greater than the Project Budget.

A. Availability of Grant Funding

Except where expressly allowed in writing herein, credits for matching funds will be made or allowed only for work performed on and after the Agreement effective date and before the termination date of this Agreement, unless expressly permitted by SANDAG in writing.

B. Reduction of Matching Funds

The Subgrantee agrees that no matching funds may be reduced unless a reduction of the proportional share of the grant funding provided by SANDAG under this Agreement is also made.

C. Prompt Payment of Subgrantee's Share of Matching Funds

Subgrantee agrees to complete all actions necessary to provide its share of the Project costs at or before the time the matching funds are needed from Subgrantee to pay for Project costs. The

Subgrantee agrees to provide not less than its cumulative required match amount of Project costs prior to invoicing SANDAG for reimbursement. Each of Subgrantee's invoices must include its matching fund contribution, along with supporting, descriptive and explanatory documentation for the matching funds provided.

IV. PROJECT MANAGER

Subgrantee's Project Manager is Alex Frost.

The HAP Program Manager is Goldy Herbon.

Project Manager continuity and experience are deemed essential in Subgrantee's ability to carry out the Project under the terms of this Agreement. Should the Subgrantee change the Project Manager, it will provide written notice to the HAP Program Manager within ten business days of the change, including contact information for the new Project Manager.

V. NOTICE

All notices required to be given, by either party to the other, shall be deemed fully given when made in writing and received by the parties at their respective addresses:

San Diego Association of Governments
Attention: Grants Program Manager
401 B Street, Suite 800
San Diego, CA 92101

Subgrantee:
City of San Diego
Attention: Alex Frost
202 C Street MS 413
San Diego CA 92101

VI. PROJECT IMPLEMENTATION

A. General

The Subgrantee agrees to carry out the Project as follows:

1. Project Description

   Subgrantee agrees to perform the work as described in the Scope of Work included in Attachment A.

2. Subgrantee's Capacity

   The Subgrantee agrees to maintain or acquire sufficient legal, financial, technical, and managerial capacity to: (a) plan, manage, and complete the Project as described in Attachment A and provide for the use of any Project property; (b) carry out any safety and security aspects of the Project; and (c) comply with the terms of the Agreement and all applicable laws, regulations, and policies pertaining to the Project and the Subgrantee, including but not limited to the Pass-Through Provisions from REAP Agreement (Attachment C) and Board Policy No. 035.

3. Project Schedule

The Subgrantee agrees to complete the Project according to the Project Schedule included in Attachment B and in compliance with the Pass-Through Provisions from REAP Agreement (Attachment C) and Board Policy No. 035.

4. Project Implementation and Oversight Requirements

Subgrantee agrees to comply with the Performance Measures included in Attachment D.

5. Changes to Project Scope of Work

This Agreement was awarded to Subgrantee based on the application submitted by Subgrantee with the intention that the awarded funds would be used to implement the Project as described in the project application. Any substantive deviation from Subgrantee's Scope of Work during project implementation may require reevaluation or result in loss of funding. If Subgrantee knows or should have known that substantive changes to the Project will occur or have occurred, Subgrantee will immediately notify SANDAG in writing. SANDAG will then determine whether the Project is still consistent with the overall objectives of the grant program and whether the changes would have negatively affected the Project ranking during the competitive grant evaluation process. SANDAG reserves the right to have grant funding withheld from Subgrantee, or refunded to SANDAG, due to Subgrantee's failure to complete the Project satisfactorily or due to substantive changes to the Project not approved in advance by SANDAG.

B. Application of Laws

Should a federal or state law pre-empt or conflict with a local law, policy, or ordinance, the Subgrantee must comply with the federal or state law and implementing regulations. No provision of this Agreement requires the Subgrantee to observe or enforce compliance with any provision, perform any other act, or do any other task in contravention of federal, state, territorial, or local law, regulation, or ordinance. If compliance with any provision of this Agreement violates or would require the Subgrantee to violate any law, the Subgrantee agrees to notify SANDAG immediately in writing. Should this occur, SANDAG and the Subgrantee agree to make appropriate arrangements to proceed with or, if necessary, terminate the Project or affected portions expeditiously.

C. Changes in Project Performance

The Subgrantee agrees to notify SANDAG immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event, including a force majeure event, that may adversely affect the Subgrantee's ability to perform the Project under the terms of the Agreement and as required by Board Policy No. 035. The Subgrantee also agrees to notify SANDAG immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect SANDAG's interests in the Project; and agrees to inform SANDAG, also in writing, before naming SANDAG as a party to litigation for any reason, in any forum. At a minimum, the Subgrantee agrees to send each notice to SANDAG required by this subsection to SANDAG's Grants Program Manager.

D. Licenses and Permits

Subgrantee represents and warrants to SANDAG that Subgrantee and its subcontractors will have all necessary licenses, permits, qualifications and approvals of whatever nature that are required to legally practice its profession and perform services under this Agreement at all times during the term of this Agreement.

E. Standard of Care

Subgrantee expressly warrants that the work to be performed under this Agreement shall be performed in accordance with the applicable standard of care. Where approval by SANDAG, its management, or other representative of SANDAG is indicated in the Scope of Work, it is understood to be conceptual approval only and does not relieve the Subgrantee of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Subgrantee or its subcontractors.

F. Third-Party Contracting

Although the Subgrantee may delegate any or almost all Project responsibilities to one or more third-party contractors, the Subgrantee agrees that it, rather than any third-party contractor, is ultimately responsible for compliance with all applicable laws, regulations, and this Agreement. The first invoice utilizing any third-party contractor shall be accompanied by evidence of compliance with the following requirements:

1. Competitive Procurement

   Subgrantee shall not award contracts with a cumulative value over $10,000 based on a noncompetitive procurement for work to be performed under this Agreement without the prior written approval of SANDAG. Contracts awarded by Subgrantee, if intended as local match credit, must meet the requirements outlined in this Agreement regarding local match funds. Upon request by SANDAG, Subgrantee shall submit its Request for Proposals or bid solicitation documents to SANDAG staff for review and comment for consistency with the agreed upon Scope of Work with SANDAG and to ensure a competitive process was used.

   If Subgrantee hires a third-party contractor to carry out work funded under this Agreement, Subgrantee shall: prepare a cost estimate prior to soliciting proposals/bids; publicly advertise for competing proposals/bids for the work; for professional services, use cost as a significant evaluation factor in selecting the third-party contractor; document a record of negotiation establishing that the amount paid by Subgrantee for the work is fair and reasonable; and pass through the relevant obligations in this Agreement to the contractor.

2. Debarment

   Subgrantee shall execute and cause its third-party contractors to execute debarment and suspension certificates stating they have not been disqualified from doing business with government entities. The documentation showing a lack of debarment shall be obtained from the following two websites:

   - Subgrantee will check the System for Award Management (SAM) at www.sam.gov to verify the prime contractor and all of its subcontractors are not currently debarred or suspended by the federal government.

   - Entities in the United States are banned from doing business with companies with ownership based in countries such as Cuba, Sudan and China due to United States trade sanctions. A search on the US Treasury's Office of Foreign Assets Control (OFAC) website can ensure Subgrantee will not be doing business with a vendor that is subject to trade sanctions. This can be done at https://sanctionssearch.ofac.treas.gov/.

3. Flowdown

Subgrantee agrees to take appropriate measures necessary, including the execution of a subagreement, lease, third-party contract, or other, to ensure that all Project participants, including alternate payees or third-party contractors at any tier, comply with all applicable federal laws, regulations, policies affecting Project implementation and Agreement requirements. In addition, if an entity other than the Subgrantee is expected to fulfill any responsibilities typically performed by the Subgrantee, the Subgrantee agrees to assure that the entity carries out the Subgrantee's responsibilities as outlined in this Agreement, including but not limited to those in Attachment C.

4. No SANDAG Obligations to Third Parties

In connection with the Project, the Subgrantee agrees that SANDAG shall not be subject to any obligations or liabilities to any subcontractor, lessee, third-party contractor at any tier, or other person or entity that is not a party to the Agreement for the Project. Notwithstanding that SANDAG may have concurred in or approved any solicitation, subagreement, lease, alternate payee designation, or third-party contract at any tier, SANDAG has no obligations or liabilities to any entity other than the Subgrantee.

5. Equipment Purchases

Subgrantee shall maintain ownership of any equipment purchased using Agreement funding and shall use such equipment only for the purposes outlined in this Agreement. The parties agree to meet and confer in good faith to ensure the equipment's continued use for the intended purposes, which may include reimbursement to SANDAG when the fair market value of the equipment at Project completion exceeds $5,000. SANDAG and Subgrantee further agree that Subgrantee shall keep an inventory record for each piece of equipment purchased under this Agreement and maintain each piece of equipment in good operating order consistent with the purposes for which they were intended. SANDAG shall have the right to conduct periodic maintenance inspections to confirm the equipment's existence, condition, and proper maintenance.

VII. ETHICS

A. Subgrantee Code of Conduct/Standards of Conduct

The Subgrantee agrees to maintain a written code of conduct or standards of conduct that shall govern the actions of its officers, employees, council or board members, or agents engaged in the award or administration of subagreements, leases, or third-party contracts supported with the grant funding. The Subgrantee agrees that its code of conduct or standards of conduct shall specify that its officers, employees, council or board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential subcontractor, lessee, or third-party contractor at any tier or agent thereof. The Subgrantee may set de minimis rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. The Subgrantee agrees that its code of conduct or standards of conduct shall also prohibit its officers, employees, board members, or agents from using their respective positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain. As permitted by state or local law or regulations, the Subgrantee agrees that its code of conduct or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers, employees, council or board members, or their agents, or its third-party contractors or subcontractors or their agents.

B. Personal Conflicts of Interest

The Subgrantee agrees that its code of conduct or standards of conduct shall prohibit the Subgrantee's employees, officers, council or board members, or agents from participating in the selection, award, or administration of any third-party contract or subagreement supported by the grant funding if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of their immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein have a financial interest in a firm competing for award.

C. Organizational Conflicts of Interest

The Subgrantee agrees that its code of conduct or standards of conduct shall include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subagreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third-party contractor or subcontractor or impair its objectivity in performing the contract work.

D. SANDAG Code of Conduct

SANDAG has established policies concerning potential conflicts of interest. These policies apply to Subgrantee. For all awards by SANDAG, any practices that might result in unlawful activity are prohibited including, but not limited to, rebates, kickbacks, or other unlawful considerations. SANDAG staff members are specifically prohibited from participating in the selection process when those staff have a close personal relationship, family relationship, or past (within the last 12 months), present, or potential business or employment relationship with a person or business entity seeking a contract with SANDAG. It is unlawful for any contract to be made by SANDAG if any individual Board member or staff has a prohibited financial interest in the contract. Staff also are prohibited from soliciting or accepting gratuities from any organization seeking funding from SANDAG. SANDAG's officers, employees, agents, and board members shall not solicit or accept gifts, gratuities, favors, or anything of monetary value from consultants, potential consultants, or parties to subagreements. By signing this Agreement, Subgrantee affirms that it has no knowledge of an ethical violation by SANDAG staff or Subgrantee. If Subgrantee has any reason to believe a conflict of interest exists concerning the Agreement or the Project, it shall notify the SANDAG Office of General Counsel immediately.

E. Bonus or Commission

The Subgrantee affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its grant funding application for the Project.

F. False or Fraudulent Statements or Claims

The Subgrantee acknowledges and agrees that by executing the Agreement for the Project, the Subgrantee certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project, including, but not limited to, the Subgrantee's grant application, progress reports, and invoices.

VIII. PAYMENTS

A. Type of Payment

The payment type for this Agreement will be reimbursement and will be based on actual, substantiated, and allowable costs described herein.

B. Alternate Payee

If the Subgrantee designates a party as an Alternate Payee, Alternate Payee is authorized to submit payment requests directly to SANDAG to receive reimbursement for allowable Project costs. This does not alleviate Subgrantee from all obligations under this Grant Agreement.

C. Invoicing

Subgrantee or Alternate Payee is required to submit invoices quarterly using a template provided by SANDAG. Invoices must be accompanied by a quarterly report (template to be provided by SANDAG). SANDAG will make payments for eligible amounts to Subgrantee or Alternate Payee as promptly as SANDAG fiscal procedures permit upon receipt of Subgrantee's or Alternate Payee's itemized signed invoice(s), backup, deliverables,and confirmation by the HAP Program Manager that Subgrantee is in compliance with the reporting and other requirements in this Agreement. SANDAG shall retain 10 percent from the amounts invoiced until the satisfactory completion of the Project. SANDAG shall promptly pay retention amounts to Subgrantee or Alternate Payee following satisfactory completion of the Scope of Work, including but not limited to receipt of all deliverables, completion of a final site visit, and notification that all labor compliance requirements have been met (for capital projects), the final invoice, and all required documentation.

D. Eligible Costs

The Subgrantee agrees that Project costs eligible for grant funding must comply with the following requirements unless SANDAG determines otherwise in writing. To be eligible for reimbursement, Project costs must be:

1. Consistent with the Project Scope of Work, Schedule, and Project Budget, and other provisions of the Agreement.

2. Necessary to accomplish the Project.

3. Reasonable for the goods or services purchased.

4. Actual net costs to the Subgrantee (i.e., the price paid minus any refunds, rebates, or other items of value received by the Subgrantee that reduces the cost actually incurred, excluding program income). Project-generated revenue realized by the Subgrantee shall be used to support the Project. Project-generated revenue and expenditures, if any, shall be reported at the end of the Agreement period.

5. Incurred for work performed on or after the Agreement effective date and before the termination date, and also must have been paid for by the Subgrantee.

6. Satisfactorily documented with supporting documentation, which will be submitted with each invoice. Copies of invoices are required for goods or services provided by third parties.

7. Treated consistently following generally accepted accounting principles and procedures for the Subgrantee and any third-party contractors and subcontractors, (see Section entitled "Accounting Records").

8. Eligible for grant funding as part of the grant program through which the funds were awarded.

E. Excluded Costs

In determining the amount of REAP funds SANDAG will provide for the Project, SANDAG will exclude the following:

1. Any Project cost incurred by the Subgrantee before the Effective Date of the Agreement or applicable Amendment.

2. Any cost that is not included in the Project Budget.

3. Any cost for Project property or services received in connection with a subagreement, lease, third-party contract, or other arrangement that is required to be, but has not been, concurred in or approved in writing by SANDAG.

4. Any cost ineligible for SANDAG participation as provided by applicable laws, regulations, or policies.

5. Any cost incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (any indirect cost). Typical indirect costs include facilities and administration costs such as heat/air conditioning, lighting, payroll, and the entity's accounting system. Administrative costs such as clerical and support staff salaries are often treated as indirect costs.

The Subgrantee understands and agrees that payment to the Subgrantee for any Project cost does not constitute SANDAG's final decision about whether that cost is allowable and eligible for payment under the Project and does not constitute a waiver of any violation by the Subgrantee of the terms of this Agreement or Board Policy No. 035. The Subgrantee acknowledges that SANDAG will not make a final determination about the allowability and eligibility of any cost until the final payment has been made on the Project or the results of an audit of the Project requested by SANDAG have been completed, whichever occurs latest. If SANDAG determines that the Subgrantee is not entitled to receive any portion of the grant funding requested or paid, SANDAG will notify the Subgrantee in writing, stating its reasons. The Subgrantee agrees that Project closeout will not alter the Subgrantee's responsibility to return any funds due to SANDAG as a result of later refunds, corrections, performance deficiencies, or other similar actions; nor will Project closeout alter SANDAG's right to disallow costs and recover funds provided for the Project on the basis of a later audit or other review. Upon notification to the Subgrantee that specific amounts are owed to SANDAG, whether for excess payments of grant funding, disallowed costs, or funds recovered from third parties or elsewhere, the Subgrantee agrees to promptly remit to SANDAG the amounts owed, including applicable interest, penalties and administrative charges.

IX. ACCOUNTING, REPORTING, RECORD RETENTION, AND ACCESS

A. Project Accounts

The Subgrantee and Alternate Payee agree to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The Subgrantee and Alternate Payee also agree to maintain documentation of all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents related in whole or in part to the Project so that they may be clearly identified, readily accessible, and available to SANDAG upon request and, to the extent feasible, kept separate from documents not related to the Project.

B. Reports

1. The Subgrantee agrees to submit to SANDAG all reports required by law and regulation, policy, this Agreement, or any other reports SANDAG may specify. SANDAG reserves the right to specify that records be submitted in particular formats. Subgrantee may be required to attend meetings of SANDAG staff and committees, including but not limited to the Regional Planning

Committee and the SANDAG Board of Directors, to report on its progress and respond to questions from Board Members or the public.

2. Subgrantee's performance shall be monitored for consistency with the Scope of Work. SANDAG will utilize Performance Measures (Attachment D) and the SANDAG Grant Monitoring Checklist provided by the HAP Program Manager, to document compliance with this Agreement. Subgrantee's performance will be measured against the Performance Measures during the term of this Agreement. If the Subgrantee does not comply with provisions in this Agreement or achieve minimum performance requirements, SANDAG will issue Subgrantee a written Notice to Complete a Recovery Plan (Notice). Subgrantee's Recovery Plan shall include a detailed description of how Subgrantee intends to come into compliance with the Agreement or Performance Measures. Subgrantee's Recovery Plan must include an implementation schedule that reflects compliance with the Agreement as referenced in the Notice, or achievement of its performance measure minimums within three months following the issue date of the Notice. Subgrantee must submit its Recovery Plan to the HAP Program Manager within 30 calendar days following the issue date of the Notice. If Subgrantee's performance is inconsistent with that proposed in its Recovery Plan, SANDAG, in its sole discretion, may terminate this Agreement.

3. Subgrantee must submit quarterly reports and invoices to SANDAG, detailing accomplishments in the quarter, anticipated progress next quarter, pending issues and actions toward resolution, and status of the Project's budget, schedule, and Performance Measures using templates provided by SANDAG. The Quarterly Progress Report shall be submitted to SANDAG within 30 days after each period close, covering January 1 to March 31; April 1 to June 30; July 1 to September 30; and October 1 to December 31. Subgrantee will not be paid until all reports are completed and provided to SANDAG in the format and with the content SANDAG requires. Furthermore, the Subgrantee agrees to provide project milestone information (such as presentations to community groups, other agencies, and elected officials, groundbreakings, and ribbon-cuttings) to support media and communications efforts. Subgrantee needs to document and track in-kind contributions designated as matching funds as part of project management. Subgrantee must provide all deliverables identified in the Scope of Work in order to receive payment.

4. Press materials shall be provided to SANDAG staff before they are distributed. SANDAG logo(s) should be included in press materials and other project collateral based on logo usage guidelines to be provided by SANDAG. Subgrantee agrees to provide project milestone information to support media and communications efforts.

5. Subgrantee is responsible for the following photo documentation:

    - Existing conditions photos (as applicable), which should illustrate the current conditions of the project site and demonstrate the need for improved facilities

    - Project milestone photos (such as workshops, presentations to community groups, other agencies, and elected officials)

    - Photos should be high resolution (at least 4 inches by 6 inches with a minimum of 300 pixels per inch) and be accompanied by captions with project descriptions, dates, locations, and the names of those featured, if appropriate. Subgrantees must obtain consent of all persons featured in photos (or that of a parent or guardian of persons under the age of 18) by using the SANDAG Photo and Testimonial Release form to be provided by SANDAG, or a similar release form developed by Subgrantee and agreed upon by SANDAG.

C. Record Retention

During the course of the Project and for three years thereafter from the date of transmission of the final invoice, the Subgrantee agrees to maintain, intact and readily accessible, all communications, data, documents, reports, records, contracts, and supporting materials relating to the Project, as SANDAG may require. All communications and information provided to SANDAG become the property of SANDAG and public records, as such, may be subject to public review. Please see SANDAG's Board Policy No. 015: Records Management Policy, which is available at https://www.sandag.org/about/bylaws-and-policies, for information regarding the treatment of documents designated as confidential.

D. Meeting Records

Subgrantee shall provide SANDAG with agendas and meeting summaries for all community meetings. SANDAG staff may attend any meetings as appropriate.

E. Access to Records of Subgrantees and Subcontractors

The Subgrantee agrees to permit, and require its subcontractors to permit, SANDAG or its authorized representatives, upon request, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Subgrantee and its subcontractors pertaining to the Project.

X. PROJECT COMPLETION, AUDIT, SETTLEMENT, AND CLOSEOUT

A. Project Completion

Within 90 calendar days following Project completion or termination by SANDAG, or by April 30, 2026, whichever occurs first, the Subgrantee agrees to submit a final invoice of Project expenses and final reports, as applicable. All payments made to the Subgrantee shall be subject to review for compliance by SANDAG with the requirements of this Agreement and shall be subject to an audit upon completion of the Project.

B. Project Audit

The Subgrantee agrees to have financial, performance, and compliance audits performed as SANDAG may require. The Subgrantee agrees that Project closeout will not alter the Subgrantee's audit responsibilities. Audit costs are allowable Project costs.

C. Performance Audit

The Subgrantee agrees to cooperate with SANDAG regarding any performance audit performed on the Project.

D. Project Closeout

Project closeout occurs when SANDAG notifies the Subgrantee that SANDAG has closed the Project, and, if applicable, either forwards the final grant funding payment and or acknowledges that the Subgrantee has remitted the proper refund. The Subgrantee agrees that Project closeout by SANDAG does not invalidate any continuing requirements imposed by the Agreement or any unmet requirements outlined in a written notification from SANDAG.

XI. TIMELY PROGRESS AND RIGHT OF SANDAG TO TERMINATE

A. Subgrantee shall make diligent and timely progress toward completion of the Project within the timelines outlined in the Project Schedule.

B. In the event Subgrantee encounters or anticipates difficulty in meeting the Project Schedule, the Subgrantee shall immediately notify the HAP Program Manager in writing, and shall provide pertinent details, including the reason(s) for the delay in performance and the date by which Subgrantee expects to complete performance or delivery. This notification shall be informational in character only and receipt of it shall not be construed as a waiver by SANDAG of a project delivery schedule or date, or any rights or remedies provided by this Agreement, including Board Policy No. 035 requirements.

C. Subgrantee agrees that SANDAG, at its sole discretion, may suspend or terminate all or any part of the grant funding if the Subgrantee fails to make reasonable progress on the Project and/or violates the terms of the Agreement or Board Policy No. 035, or if SANDAG determines that the continuation of grant funding for the Project would not adequately serve the purpose of the laws or policies authorizing the Project.

D. In general, termination of grant funding for the Project will not invalidate obligations properly incurred by the Subgrantee before the termination date to the extent those obligations cannot be canceled. If, however, SANDAG determines that the Subgrantee has willfully misused grant funding by failing to make adequate progress or failing to comply with the terms of the Agreement, SANDAG reserves the right to require the Subgrantee to refund to SANDAG the entire amount of grant funding provided for the Project or any lesser amount as SANDAG may determine.

E. Expiration of any Project time period established in the Project Schedule will not automatically constitute an expiration or termination of the Agreement for the Project. However, Subgrantee must request, and SANDAG may agree to amend the Agreement in writing if the Project Schedule will not be met. An amendment to the Project Schedule may be made at SANDAG's discretion if Subgrantee's request is consistent with the provisions of Board Policy No. 035 and the REAP 2.0 requirements, including the expenditure deadline set by the state for the REAP 2.0 program.

XII. CIVIL RIGHTS

The Subgrantee agrees to comply with all applicable civil rights laws, regulations and policies and shall include the provisions of this section in each subagreement, lease, third-party contract or other legally binding document to perform work funded by this Agreement. Applicable civil rights laws, regulations and policies include, but are not limited to, the following:

A. Nondiscrimination

SANDAG implements its programs without regard to income level, disability, race, color, and national origin in compliance with the Americans with Disabilities Act and Title VI of the Civil Rights Act. Subgrantee shall prohibit discrimination on these grounds, notify the public of their rights under these laws, and utilize a process for addressing complaints of discrimination. Furthermore, Subgrantee shall make the procedures for filing a complaint available to members of the public and will keep a log of all such complaints. Subgrantee must notify SANDAG immediately if a complaint related to the Project or program funded by this grant is lodged. If Subgrantee receives a Title VI-related or ADA-related complaint, Subgrantee must notify SANDAG in writing within 72 hours of receiving the complaint so that SANDAG can determine whether it needs to carry out its own investigation.

B. Equal Employment Opportunity

During the performance of this Agreement, Subgrantee and all of its subcontractors, if any, shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, denial of pregnancy disability leave, veteran status, or sexual orientation. Subgrantee and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subgrantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code Section 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code Section 12990 (a-f), outlined in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by this reference and are made a part hereof as if set forth in full. Subgrantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with a collective bargaining or other Agreement.

XIII. DISPUTES AND VENUE

A. Choice of Law

This Agreement shall be interpreted under the laws of the State of California.

B. Dispute Resolution Process

If Subgrantee has a dispute with SANDAG during the performance of this Agreement, Subgrantee shall continue to perform unless SANDAG informs Subgrantee in writing to cease performance. The dispute resolution process for disputes arising under this Agreement shall be as follows:

1. Subgrantee shall submit a statement of the grounds for the dispute, including all pertinent dates, names of persons involved, and supporting documentation, to the HAP Program Manager. The HAP Program Manager and other appropriate SANDAG staff will review the documentation promptly and reply to Subgrantee within 20 calendar days. Upon receipt of an adverse decision by SANDAG, Subgrantee may submit a request for reconsideration to SANDAG's Chief Executive Officer or designee. The request for reconsideration must be received within ten calendar days from the postmark date of SANDAG's reply. The Chief Executive Officer or designee will respond in writing to the request for reconsideration within ten working days.

2. If Subgrantee is dissatisfied with the results following the exhaustion of the above dispute resolution procedures, Subgrantee shall make a written request to SANDAG for appeal to the SANDAG Regional Planning Committee. SANDAG shall respond to a request for mediation within 30 calendar days. The decision of the Regional Planning Committee shall be final.

C. Venue

If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, litigation and collection expenses, witness fees, and court costs as determined by the court.

XIV. ASSIGNMENT

Subgrantee shall not assign, sublet, or transfer (whether by assignment or novation) this Agreement or any rights under or interest in this Agreement.

XV. INDEMNIFICATION AND HOLD HARMLESS

A. Generally

With regard to any claim, protest, or litigation arising from or related to the Subgrantee's performance in connection with or incidental to the Project or this Agreement, Subgrantee agrees to defend, indemnify, protect, and hold SANDAG and its agents, officers, Board members, and employees harmless from and against any and all claims, including, but not limited to prevailing wage claims against the Project, asserted or established liability for damages or injuries to any person or property, including injury to the Subgrantee's or its subcontractors' employees, agents, or officers, which arise from or are connected with or are caused or claimed to be caused by the negligent, reckless, or willful acts or omissions of the Subgrantee and its subcontractors and their agents, officers, or employees, in performing the work or services herein, and all expenses of investigating and defending against same, including attorney fees and costs; provided, however, that the Subgrantee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of SANDAG, its Board of Directors, agents, officers, or employees.

B. Intellectual Property

Upon request by SANDAG, the Subgrantee agrees to indemnify, save, and hold harmless SANDAG and its Board of Directors, officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Subgrantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Subgrantee shall not be required to indemnify SANDAG for any liability caused solely by the wrongful acts of SANDAG employees or agents.

XVI. INDEPENDENT CONTRACTOR

A. Status of Subgrantee

Subgrantee shall perform the services provided for within this Agreement as an independent contractor, not an employee of SANDAG. Subgrantee shall be under the control of SANDAG as to the result to be accomplished and not the means and shall consult with SANDAG as provided for in the Scope of Work. The payments made to Subgrantee under this Agreement shall be the full compensation to which Subgrantee is entitled. SANDAG shall not make any federal or state tax withholdings on behalf of Subgrantee. SANDAG shall not be required to pay any workers' compensation insurance on behalf of Subgrantee. Subgrantee agrees to indemnify SANDAG for any tax, retirement contribution, social security, overtime payment, or workers' compensation payment which SANDAG may be required to make on behalf of Subgrantee or any employee of Subgrantee for work done under this Agreement.

B. Actions on Behalf of SANDAG

Except as SANDAG may specify in writing, Subgrantee shall have no authority, express or implied, to act on behalf of SANDAG in any capacity whatsoever, as an agent or otherwise. Subgrantee shall have no authority, express or implied, to bind SANDAG or its members, agents, or employees to any obligation whatsoever unless expressly provided for in this Agreement.

XVII. SEVERABILITY AND INTEGRATION

If any provision of the Agreement is determined invalid, the remainder of that Agreement shall not be affected if that remainder continues to conform to the requirements of applicable laws or regulations.

This Agreement, with its attachments and the resolution from Subgrantee's governing body submitted with its application, represents the entire understanding of SANDAG and Subgrantee regarding those matters. No prior oral or written understanding shall be of any force or effect concerning those matters covered herein. This Agreement may not be modified or altered except in writing, signed by SANDAG and the Subgrantee.

XVIII. SIGNATURES

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last signature date below.

SAN DIEGO ASSOCIATION OF GOVERNMENTS

Susan Huntington 06/12/2024

SUSAN HUNTINGTON
Director of Financial Planning, Budgets, and Grants

CITY OF SAN DIEGO

06/12/2024

CASEY SMITH
Deputy Chief Operating Officer

APPROVED AS TO FORM:

06/12/2024

Office of General Counsel

ATTACHMENT A
SCOPE OF WORK AND PROJECT BUDGET

See following page.

Scope of Work and Budget

Applicant Name: City of San Diego

Project Title: Mid-City Communities Plan Update

Part I: Project Overview

Project Location: The study area covers the Mid-City Communities in the City of San Diego, including Normal Heights, Kensington-Talmadge, City Heights, and Eastern Area and major east-west and north-south corridors that provide transit connections within communities and the City. Most of this area is within a half-mile of an existing or planned major transit stop and included in the plans for Next Gen Rapid and Commuter Rail.

Brief Project Summary: The project aims to deliver a new land use plan that increases opportunities for infill development in transit-rich communities of Mid-City San Diego. Our focus is on promoting fair housing, expanding capacities for new homes in mobility hubs, and fostering a healthier, more sustainable community through robust public engagement with the support of community-based organizations.

Part II: Scope of Work and Budget

Task No.	Task Description	Outcome/Output	Deliverables	HAP Grant Amount	Matching Funds Amount	Total Project Cost
1	Project Management	Task Orders, project status meetings, meeting agendas/minutes, status reports/invoices, interagency coordination	Draft Task Orders and Final Task Orders	$ 75,000.00	$ 12,500.00	$ 87,500.00
2	Public Engagement	Over a dozen Community Conversations and public forums (pop-up, focus group, stakeholder interviews, youth engagement activities, Mid-City working group, workshops, and open office hours)	Engagement Summary Report	$ 100,000.00	$ 25,000.00	$ 125,000.00
3	Technical Studies	Preparation of key technical studies related to land use, urban design, economic, historic & cultural resources, public spaces, and mobility,	Technical Studies	$ 300,000.00	$ 25,000.00	$ 325,000.00
4	Land Use Options	A First Draft of Land Use Options and Alternatives to inform the First Draft Community Plan	Options and Alternatives Report	$ 100,000.00	$ 13,000.00	$ 113,000.00
5	First Draft Community Plan	A Draft Community Plan	First Draft Community Plan	$ 60,000.00	$ 12,000.00	$ 72,000.00
6	Proposed Zoning	A Proposed Zoning Map to Implement the updated Community Plan	Draft Zoning Map	$ 15,000.00	$ 12,500.00	$ 27,500.00
			TOTAL PROJECT COST:	**$ 650,000.00**	**$ 100,000.00**	**$ 750,000.00**

Part III: Summary of Funding

Total Project Cost:	$	750,000.00	
Total Grant Request:	$	650,000.00	
Total Matching Funds:	$	100,000.00	In Kind

Grant Percentage:	86.67%
Matching Funds Percentage:	13.33%

ATTACHMENT B
PROJECT SCHEDULE

See following page.

Project Schedule

Applicant Name: City of San Diego

Project Title: Mid-City Communities Plan Update

Part II: Project Schedule

Task No.	Task Description	Start Date	End Date	Duration
1	Issue Task Order for Consultant Team	1	17	17
2	Public Outreach	3	17	14
3	Technical Studies	3	17	14
4	Land Use Options	1	17	17
5	First Draft Community Plan	11	17	6
6	Proposed Zoning	13	17	4
	Total Project Duration (In Months from NTP):			**17**

Note: This page starts the Attachment C that contains unreadable text. A clean readable version of this Attachment C is provided at the end of this doucment.

ATTACHMENT C
PASS-THROUGH PROVISIONS FROM REAP AGREEMENT

The following pages are labeled as REAP2 Terms and Conditions and are copies of Exhibit D to SANDAG's Agreement with HCD (HCD Agreement). The HCD Agreement requires compliance with the Local Government Planning Support Grant Program (Health & Safety Code §50515.06 et seq.) The REAP Terms and Conditions refer to SANDAG as Grantee. Section 9B of the document requires that if SANDAG enters into any contracts with subrecipients such as Subgrantee as a result of the HCD Agreement, such contract must contain all the provisions in the HCD Agreement.

EXHIBIT D - REAP'2 TERMS AND CONDITIIONS

1. . Accountinn and Records

A. The Grantee, its empbyees, contractors, and s1.1bcontractors shall estalll'islli a:nd maintain an acw1.111ting system and reports tllat pfQperly accumullate incurreclpiqect costs tJy line. Tl'le accounting system shalll confmrn to Generally Accepted Accoo11ting Plincipl:es (GAA!P}, en.ml:e the determination ofi incurred coots at i11tel"im p·onts ofi compl:e1!ion, and!pmvide support for payme11rt vo1.1ch.ei-sam:i i11voi:ces. Grantees may establish and maintain an accounting system and reports, as d'.esclibed above, on beilalf of contractors and subcontractors.

B. The Grantee must establish a separate ledger account for receipts and e)(!penditures ofi grant fundlsand maintain expenditure details·n accordance with the budget a11d timeUne. Separate bank acwu11rts are not required. As appRIJ)liate, Grant ses must estalllisil s9iparate ledgers for State General runds and other fum:ls associated with proposed uses 110 provid'.ed by 1he REti;P 2.0 Prngram.

C. The Grantee shall maintain documentation ofi its normal prno1.1rement poUcy and competitive bid process (includ!ing th.e use of sole source purchasing}, aml financial records of e)(!penditures incurred duling1he course of tll.e piqect in accordance with GAAP.

☐. The Grantee agrees 1hat the Department or designated representative shall have the light to,review a:nd to copy a11ry records and supporting d:Oc11me11tation pertaining to the pertormance of tile Agreemenl

E. The Grantee agrses lo maintain such records for a possible aud'it after tile final payment for at 1:east five years aliter all funds have been expend'.ed or returned to the stare unless a longer period of records retention is stipulated. Wherever practi:cable, such rec,ords should lle oollect.ed, transmitted, and stored in open and macllline-readabl.e formats.

F. Co11rtractors and suboo11rtraotors employed by the Grantee and paid with moneys. under tile terms ofi lhis Agreement sll.:illlbe responsible for mai11rt·11ing accou11rting records as specified aoove.

2. Invoicing

A. Grant funds cannot be disllursed 11ntill117.e Agrsement has been full¥ exec1.1ted.

B. The Grantee wi11be respolilisible for compiling and sullmitting alllinvoioes and reiPorting doc11me11ts.

C. The Grantee must bill the Department bs'lsed 0111 cl'.ear deliverables outlined in the Agreeme11rt m b1.1dget limerne. Generally, approved a11d el'igillle costs inru1red for work after execution of lhe Agreement and completed duling the grant term wmlle reimllui-sable. How:ever. elig"ble activities conducted plior to award willlbe

raimbtusable to Jufy 1, 2021. Approved and eligible costs incurred **prior** to July 11, 2021, are irnel'igi11'.e.

☐. Gra11tees w o received advance runds sllall expend all such funds or demonstrate su'bstantiallprogress prim to requesting additional aclvanced fu11ding by submitting an updated projeot timeline and bud'.get, inoluding e pendiitme piugrass for their eligible projects from the appl'icaticm andlany suppomng documentation.

E. PKljectnvoices may lle submitted to the Department by lhe Grantee on a quarterly basis or upon completion of a del'iverable, subject to the Departme11t's ap;p10vall.

F. The Oepartrment m.,iy consider advance payments or alitennatirve arrangernents to raimbtusement.and payment methods llasedlon demonstrated need. The Department may oonsider factors suah as availabl'.e rund!sror eligible aotivities. Su1allocatio111s mwt request funds i11i1ncrements, schedule for aclvanoe payments or otller fom1 app10vedl by the Department, and report piugress accordiing lo a111 impl'.ementalion and expendiiture timetable.

G. Supporting doomnentation may incl'ud'.e, but is not limited to, purcllase orders, reoeipts, progress payments, su'bcan1ractor invoices, omecard!s, reports, or any other d'.ocument.ationias deemed neoessruy by the Department to support the raimbursement.to the Grantee for exipendiitures incurred.

hi. Invoices must lm acoo11 panied by supporting docume11tation wll.ere appropriate. **Invoices** without supporting documentation **will** not lle paid. The Departme11t may wil!hll.old 1up **to** 10 percent of the grant 1un,ti'l grant terms have lleen fulfilled!·,ndm::ling all required!reporting.

3. Audits

A. At any time during tile term of tile Agreement, tile Department may perform **or** cause to lle performed a financial audiit of any and alllphases of lhe award. At the Department's request, tile Grantee shalll provide, at its ow,n expenoo, a financial audit prepared l)y a certified publf:c aa:ountant. The Depamne11t 11.is !he ligh,t to review p10ject documents and conduot aud ts duri11g pKljeot impl'.ementation and over the proj,ect life.

B. The Grantee agrees lhat lhe Departrment or tile Oepartmenfs designee shall have the rigll,t to reviei.v, olltafn, and oopy all racorn:s and sup;portfng d'.ocumentatio111 pertaining to performance of this Agreement.

C. The Grantee agrees to provide the Departme11t. or the Departrment's designee, vmh any rel'.evant intorma1!ion requested.

☐. The Grantee agrees to permit the Department or tll.e Oei,Partmenfs d'.esignee aooess to its premises, upon reason.;ible notice, duiing normal!business hours for the purpose minterviewing empl'.oyees who might reasonably have i11formation ralated to su:oh records and inspeoling and copying suclli books, racords, aa:ounts, and o her

material that may be rel:evant to a matter lllnder in1'estigatiorn1for the puipose of d'.etem1ining compl'iarnce with sta Llles, REAP 2.0 G'l.lid'.el'ines, and the Agreement.

E. The □eparbnent may request additional inforrnati.olill, a,s needed, to meet o her a;ppJicabl:e audit requirements_

F. The □eparlment may monitor exipenditures and activities of ai Grantee or its d'esignees, contraotors or subcontractors, a,s the Oeil)artment deems necessary, to ensure compliance with REAP raquirements..

G. Grantees using fed:eral or state transportation planning 1iunds administered through the Overall Worik. ProgramOWP} silall dearty identify tile source of fimds.

f-1. If there are audit findings, tile Grant.ee must submit a detailed response aa::9ip!able to !he Department for each aud'it finding wilhin '90 days fmm the date oflhe aud'it finding report.

I. The Grantee agrees to maintain suoh records for possible aud'it after til.e final payment for at 1:eaist live years affer all funds have tJeen expended or returned to the state unless a long.er period of records retention is stipulated. Wherever practi:ca Jle, suoh records silould be oollected, transmitl.ed, and stored in open and macilline-readabl:e formats.

J_ If any li!igationi, claim, negotiation, audit, monitoring, inspectiolill, or other action ilas !Jeen started before tll.e expiration of the requirad record retention period, alll racoms must be retained l)Y the Grantee and i!ts d'.esignees, cm1traotors, and sub-contractors until compl:eticm of til.e action and reso utio11o1f alllissues which arise fmm i!t. In any contract !hat it enters into in a11a1mount exceeding $110,000, the Grantee shall include the Department's right to aud'it til.e cm1tractol"s records and irn,ter!Jiew !heir empl:oyees.

K. The Grantee shall comply wil!h and be aware of !he raquirements and penalties for viol!ations of fraud and for obstruction of in,'i'estigation a,s set forth in California Publi:c Contracts Cod'.e Section 10115.10.

4. Remedies omd Non-pe:rtorm11nce

A. Any dispute oonceming a question of ract al'ising under this Agreement tilat is not disposed of by agreement shalllbe decid'.ed by tll.e D9ipartment's Housing Policy Develo;pment Manager, or the M!anager's d'.esignee, who may consid'.er any wlitten or verbal evidence submiitted by !he Grantee. The d'.eciisian of til.e Of:ipartment's Housing Policy □evel:opment Manager or Designee shalll be the Department's final d'.ecision regarding **the** dl pute, not subj,eol to appeal.

B. Neiitll.er !he pend'.ency of a di pute **nor** its ccmsid'.eratiorn1by tile 09ipartment willl exouse the Grantee from fu llland timely pertorm,moe **in** accord1:moe wiitlilithe tem1s of **this** Agreement.

C. In the event 11hat it is de.tem1ined, at1he sol'.e disoretion of tile Department, that tll.e Gra11tee is not meeting tll.e terms and com:Mi011s o.f1he Agraement, imrned atelyupon reoeirving a written noti:oefrom the Department to stop 1NOlt, the Grantee sllall oeaw all W'Olk under the Agraement. The □epartment has1he sole disore.tion to determine that llle Grantee meets lhe terms and conditions atter a stop 1;WO1;: order, and to d'.eliver aINlitlen m:mceto the Gra11tee to resume worik. und'.er the Agreeme11t

□. The □e;partrllent has11he right to tem1inate tlle Agreement at any time upon 30 days written notice. The 11otice shall specify the reason for early termination and may permit the Grantee or tll.e Department to rectify any deficiency(ies),pl"ior to tile earty tem1ination date. The Grantee will submit any rrequested d'.ornments to 11he Departmentwith·n 30 dlays of the eartyte1mi11atio111notioe.

E. The appli:ca11,t must demonstrate a clear and sig11ificantne)i)USto REAP 2.0 Program goals and objectives and must carry ol.11:provisions to mee.t th.e Prngram g:oals and objectives andother rrequirements, inoluding, but not limited to, adoptionm compl'.e.tion of activities towarrl Poli:cyOurtcomes and impl'.ementation ofi el'igi lie use aciirvilies funded through a suballocation prooess. Arr, llack of action m aotion inconsistent withREAP 2.0 rrequirements may reslllitin review and could be subj,ect to repayment of the grant

F. At any time, if1he □eparlment finds1he Grantee inoludedlraise·nfom1ati1::min the advance or finallapplication or as part of the application review, the □epartment may rrequire llle repayment of funds.

G. Gra11tees are responsible for suballocations mee-ting all REAP 2.0 reciuireme11ts.

hi. Exarnpl'.es ma braachroftllis A.graement:

1. Grantee's failure to oon ply withany term **or** oondition of this Agreement.

2. Use of, m pem1iitling theuse of, grant runds provided under this Agreement for any ineligible cos-ts **or** for any actii!Jitynot specified and ,1pproved under11his Agreement.

3. Airy failure to oomply with tll.e deadlines set for11ihn tllis Agreement mi less approved by tll.e Program Manager in wriiting.

I. The □epartrllent may, as it deems ap;pro;priate or necessary, require the repayment of funds from **a** Gra11tee, or pursue any other remed es available to iitby lav.rfor failure to comply with all REAP 2.0 Program requirements.

J. **In** ad'.dition **to** any **other** remedies that may be availlalie to tile Department i111law **or** equity for breaoh of this Agreeme11,t, tile Departmen,t may at its discretion, exercise a variety of remedies, inoluding but not limiited to:

1. Revoke existing REAP 2.0 award'(s),to tll.e Grantee;

2. Require the ra um of une pern::led REAP 2.O fundls d sbursed urn::ler tl'1is Agreement;

3. Require repayment of REAP 2.0 Funds disbursed and expended under tllis Agreement;

4. Seek a oomt order for specific performance oHhe obligation defaulted upon, or !he appointment of a receiver to complete !he oMigations in aooord!anoo wi!tlilitlil.e REAP2.0 Program requirements.; and

5. Otl'ler remedi.es avail!able at law, l)y and through this Agreement. Alli remedies avail!able lo tile Department are oumu1atiwe and not exolusive.

6. The Department maiy g·ve W'litten rn:mce to tll.e Grantee to oure tl'le breach or viola.ti.on within a period of not less tll<im 15 days.

K. The Grantee may be su 1ject to amendment of !his seotion as a result of subsiequent applications and awards.

5. Reporti11g1

A. At any lime during tll.e term of tile Agreement, tile Department maiy request a perfom1a:nce report that demonstrates salisfaction of all requirements id'.entified·n tile Agreement wi'1!h emphasis on eligible activiti.es, eligibl'.e uses, and e pendi!tures aooord"ing to timel"ines and budgets referenced in the Agreement.

B. Grantees sllall submit a report, in !he fom1 and manner prescribed by tll.e Department, to lm mad·e publicly availalll'.e on its wellsite, lly April 1 of the year following the receipt of1hose funds, and annually thereafter until tllose funds are e:xipended, tll.at contains the fo||'.owing information:

1. The status of ttle Piroposed LJses and expendirures listed in the Grantee's ad\ranoe and fulll applicalions for fund"ing and pl'Ogress of each Proposed LJse toward all the objootives of the REAP 2.0 program as provided in the Guid'el"ines and explained in the applications.

2. An e:xiplanatio111a:nd quantification, where appropriate, o.fthe progress achi.eved toward all o1i the objeotives o.f the REA.P 2.0 program, barriers and solutions for each Proposed Use Ulm is consistent with and incorporates the metrics in th.e full ap;pl"ication, inoluding, but not limited to
   i. Housing unHs acceleratedl,
   ii. Reductions in Vehide Miles Traveled Per Capita,
   iii_ Location of investment,
   iv. Socioeconomic statistics about tile impacted geograpl11y, a:nd
   v. Reg·onal impaot expl011alion

   The re;port must identify whether Pio;pooed Uses ovel1ap with other programs lhm share the same objootives as RIEAP 2.Cl The Grantee sllmJ'ld so identify

.my meas1.1rement chall:engeshat persist and higilligil,t a!lry adminiiStrative barriers that prevent it from o ltaining the information it needs ID perfom1 !Jetter arn:iliysis mprogress made achieving REAP 2.0 Objectives a!ld make adjustments to tile extent poss1 Jl'e in subse{luent f"e\porting years..

3. All status a!ld impact reports shalllbe categorized based onrtile eligi:,Je uses specified in Seotion 50515.08 of til.e statl.lte.

C. Gr.mtees shall post, make availa ll'.e, and upd!ate, as appro;pliate cmits internet website, land use maps and Vehicle Miles Traveled generation maps produced in lhe d'evelopme!lt of its adopted SGS, as applica ll'.e.

□. Gr.mtees shall oollaborate and share progress, templates, and best praotices **wilh** lhe Departrllent and tellow reoipielTTts·n implementation oHunds. To til.e greatest extent practicable, Gr.mtees shalllloomrdl!late with olher Bligible ElTTtities in llle d'.evelopme!lt of appl'ications, consider potenti.:illfor j:o·!lt actii!Jilies, and seek ID wmd'inate hl1ms·ng and lr.msporlation planning acKliSS regions.

E. Upon completion of alldeliverables **within** lhe Agreement, lhe Grantee shall sulmiit a dose ol.lt report **in a** ma:nlTTer and form prescribed by tile Department.

1. Grantee may include a lilTTe item for advance payment or reimbursement, as part m its adminisltrative oosls, for iits filTT.il report that is d.ue by June 30, 2026. Funding requests forfilTTallreports mus! lm sulm1itl.oo no later Ulan M!arrch 31, 2026.

6. Ind'emnificaflion

Neither ttl.e Department mn any omoer, employee or designee thereof is responsilll'.e for any inj,1.1ry, damage **or** liabil'ity occurring by reason of anylhilTTg d'.cme or omitted by the Grantee, its officers, employees, agelTTts, its oontraotors, its su'l)-recipients or its s1.11loontract.ors under or in conneotion ·lh any work, authority or jurisdiotion oonferred upon the Grantee under lhis Agreement, Guidelines or staMe. Il is U!lderstood and agreed that lhe Grantee shall full(Ydefend, ind'.em!lify and save harmless lhe Departme!lt and all m til.e Oepartmenfs staff from all olaims, s1.1its **or** aotions of every name,ind and desoriplion brought forth und'.er, inoludlng, **but** not limiitoolD, tonuous, oontraorual, inverse oondemlTTation or other tileories or assertions m liabil'ity occurring lly reason of anylhing do!le **or** omitted to be done by lhe Grantee, its offi:oers, employees, agents, contractors, s1.1lHecipients, or s1.1 loontraolors under ttlis Agrsemen Guidel"nes or statute.

7. Waivers

No waiver of any breaoh of this Agreement shalll be held ID lle a waiver of any prim or s1.11lseq11:ent breaoh. The failure of lhe OeiPartment to enforce at any time the provisions of til is Agreement, or to require at any time, pertorma nce by1!he Grantee of tilese provisions, shall in no way lle oonstrued ID lle a waiver m s1.1oh provisions nor ID affect. lhe val'id'ity of tilis Agreement orhe l"igilito fh e Depailment to enforce lhese provisions.

8. Relationship of Parliies

It is expressly u11derstooo tilal this Agreeme11t is an agraement exeollled by and between 1:JNo indepe11dent g:ovemmentallentiti.es and is not intended to, and sh.ill not lm constru:ed to, create lhe relationship of agent, servant, employee, partnership, joint venture or assooiation, m any other relatio11ship wh.itsoever other than that of an i11depend'ent party_

9. Third Party Contracts

A. All state-govennment funded procurements must be conducted iusi11g a fair andl competitiilie procurement pnmess. Ttle Grantee may use its 01;1.m p10Curerment procedures as long as tile plODedmes comply with alllCityfCmmty l ws. rules a:nd ordill!anoes g0i1iern1ing p10CUrerme11t, and all applicable provisions mCalifonni.i state l w.

B. An,y contract entered i11to as a result of tilis Agreement sllalll contain all the proiliisions stipu'lated i11t1ilis Agreement and shall be applicable to the Grantee's sub-reoipients, contractors, and subcontractors. Copies of all agreements with sub-reoipients, contractors, and subcontractors sh.ill l)e suim1iitted to tll.e Department's program ma11ag:er.

C. The Oepartment does not have a contractu relationship with the Grantee's sub-reoipients, contractors, or subcontractors, and the Grantee shall be fili'lly responsible for monitoring and ent:oroement of those agraements.andlall work pelfcnmect thereunder.

10. Comoili nce wiU11 State aml Federal La ws, Ru'les, Guidelines and Re-nulations

A. The Grantee agraes to comply with all state a11d fed'.eral laviJS, rn es and regulations that pertain to constru:ction, health and sat:ety, lru}or. fair empl'.oyment practices, squat opportuniity. and all other m.itters appl'icable to the grant, the Grantee, its contractors or suboontraotors, and any other grant actirvity.

B. During lhe perfmm.inoe of tllis Agreement, tll.e Grantee assures that no othe 1ise qualified perso111 shall be exdudoo from participation or empl'.oyment, d'.enied program benefits, or be subjected to discnminatio11based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic·nfom1atio111, age, d1sallility, h.indicap, familial sta us, rel'igio111, or ttelief, under any program or aotiviity funded by !his contract, as req,ufred by Title VI of tll.e Civil Rights Act.o1f 1964, the Fair hlousing Ao! {42 USG 3601-20) and alll implementing reg1.1l tions, and U1.e Age Discrimi110tion Act of 1975 and alll irnplementi11g regulations.

C. The Grantee shall include llle 11ondisoriminatio11and compl'i.mce provisions of ttlis cl'awe in all agreements witllrits sulHeoipients, contractors, and subco11tractors, and sillall inolude a requirement in all agreements that eacillrof thermi11t1um inolude the nondiscnmi11alion and complianoe piovisio11s of this olause in all 0011rtracts and subcontracts !hey ente·rnto to perform wnrik. und'.er the REAP 2.0 Program.

D. The Grantee shal , in the course of pelform·ng project W'Or1\, fu 1¥ comply wim the applicalJl:e piovisions otillle .A.rnelicans with Disabil'ities Act (ADA) o.f 1990, which prollibiits disclimination 0111the basis of disabi1iity, as welll as alllappli:cable ragu'lations and g1.1id'.elines issued p1.1rsuant to the ADA. (42 U.S.C. 12101 et seq.}

E. The Grantee shal ad'.opt and implement affirmative prnresses and prnred1.1res that provide·nformatii::m, 01.1treaoh and piomotion of opportunities in the REAP proj,ed to enco1.1rage participation mall persons regardl:ess of race, color, nationall:oligin, sex, ralig·on, rammall:statu;s, or dis Jility. This indudes, b1.1t is notlimited to, a minority 01.1treaoh piogram to ens1.1re ttie incl1.1sion, to,tile maooimum exient possible, of minorities and W'Omel1,and enMi.es mvined by m·norities and W'Omen, as req,1.1ired by 24 GRR 92.351.

Lifligaflion

A. If alilly provision m this Agreement, man underlying obligation, is held invalid by a w1.11t of competent jurisdic1ion, s1.1cll invalidity, at tll.e sol:e disoretion of the Department, shall no affeeit any otller provisions of this Agraement and tl'le rema·nder offilisA.graement shall rem.,iin in full force and effeot. Therefme, the provisions of this Agreement are, and sll.,illl be, deemed severable.

B. The Grantee shal notify tile DeiParlment immediatelly of any claim m l:egal action undertaken by m against it , **vuhi:ch**affects m may affect this Agreement **or** the Department, and shalltake s1.1ch aotion with respeot to the olaim or legal action consistent with the terms of tllis Agreement and Ille interests of the Department.

Chang·es in TennslAmend1nents

A. The Grantee may be s1.1bject to amendmerns to,this seotic:mas a result **of** s1.1bseq1.1ent applications and awards.

B. This Agreement may only lJe amended or modified by m1.1t1.1al wmten agreement of both parties.

13. State·0Wned Data

A. Definitions

1.. Wor1\:

The w-ork to be direct!¥ or indirectly prod'1.1ced by tile Grantee, its employees, or by and of the Grantee's contractor's, s1.1 Jcontractor's and/or s1.1b-recipienfs employees und:er this Agreement.

2. Wor1\Product:

Alli del1verables created or produced frnm Worik.under this Agreement fncludingi, lmt not l'imiitoo to, all Worik. and d'.el'ivera Jles 0011,oei1ved or made or, hereafter

colilceivedl or made, either solely or j:oi11tlty with others d.uri11g tile term of !his Agreement and d11rililg a period of siocmonths after tile term·11a1Jicm thereof, wl'lich rel'ates to ttle Worik. commissioneo or performed under this Agreement, are colilsid.eroo Worik. P,roduot. Worik. PIOduot i11dudes all deliverables, inventions, innovations, in provements, or other ,..mrks of authorship Grantee arn:1/m Gr,mtee's co11traotm suoco11,tractor all(:1/or sub-reoipient may conceive of or d'.evelop in the course of tllis Agreement, wllelher or no they are eligible for pate11t, oopynght, !radernal'k, !rad'e secret **or** other legall protection.

B. Sharillg of Work Pmiduct and Rigll,ts

AlliWorik. Prnduot sllall be shared **with** !he Department and its parlnern for various pmpooes, includ'ing education, mitreach, transparency and ru um 1:eanni11g_

14. Spedal Condilions

Tile State reserves the li,ght to ad'd any special conditions to !his Agreement it deems necessary to assure tll0t the policy and goals of tile Program are achieved!.

ATTACHMENT D
PERFORMANCE MEASURES

Grantee must provide sufficient evidence that demonstrates the use of grant funding meets all REAP 2.0 goals and objectives. Grantee agrees to the performance measures included on the next page for the Project.

`

Housing Acceleration Program (HAP) Performance Measures Reporting

Grantee: City of San Diego

Project: Mid-City Communities Plan Update

Part A – Status of Activities

The table below lists the grant program/project's Performance Measures as selected by the grantee and outlined in the grant agreement. This table intends to monitor and assess the benefits achieved by the project for the reporting period. In each quarterly progress report, the grantee is required to provide updates on "Output Indicators" and "Outcome Indicators" for each Performance Measure.

Performance Measure	Related REAP 2.0 Category	Quantifiable Measurements or Metrics[1]	Desired Outcome	Baseline Year (2023)[2]	Output Indicators[3]	Outcome Indicators[4]
Increasing land use intensities	Accelerating infill development that facilitates housing supply, choice and affordability	Number of new homes above baseline as determined by proposed land use updates	To be determined, estimated 20,000 additional homes	52,453 Homes	Planned Land Use Map	Create opportunity for more homes.
Zoning, streamlined housing production (including permit streamlining), fees, incentives, and other approaches to increase housing choices and affordability	Affirmatively Furthering Fair Housing (AFFH)	Number of acres Rezoned to citywide zones	Replace the planned district ordinance with citywide zones that allow for more housing choices.	685 acres zoned within the Central Urbanized Planned District	Proposed Rezone Map	Streamline housing production and encourage job growth.

[1] - The quantifiable measurements or metrics will be used to assess the project's effectiveness in meeting the anticipated REAP goal/objective.

[2] -The baseline year will be calendar year 2023 and the final project calendar year will be 2025; data will analyze project benefits for to inform the Final Progress Report.

[3] - Output indicators are a type of performance indicator that measures the immediate activities, products (including capital investments), or deliverables that result from a program or project.

[4] - Outcome Indicators are the benefits that a project delivers during this reporting period. They measure the broader changes or benefits that result from the program or project.

Performance Measure	Related REAP 2.0 Category	Quantifiable Measurements or Metrics[1]	Desired Outcome	Baseline Year (2023)[2]	Output Indicators[3]	Outcome Indicators[4]
New or enhanced public services and community assets such as parks, schools, social service programs, active transportation, infrastructure, and other community amenities	Affirmatively Furthering Fair Housing (AFFH)	Number of new Recreation Value Points above baseline (existing value count)	To be determined, estimated additional 5,000 points	7,020 recreation value points	Existing and Planned Parks and Recreation Facilities Inventory	Create opportunity for new public spaces.
Estimates for Planned VMT per capita and VMT per employee reductions	Reducing Vehicle Miles Traveled	VMT Per Capita (Residents) VMT Per Employee below baseline	To be determined, estimated 10% reduction	14.7 (resident) (2016) 13.8 (employee) (2016)	Mobility Analysis, ABM model outputs	Reduce driving distances and encourage active transportation.
New pedestrian or bicycle pathways	Reducing Vehicle Miles Traveled	Number of new planned miles of bicycle facilities above baseline	To be determined, estimated 90% increase in Class I, II, IV, and Bike Boulevard bicycle facilities	Existing Total= 34 miles Total Class I, II, IV, Bike Blvd=19.2 mi Class I – 1.62 miles Class II – 16.4 miles Class III – 14.8 miles Class IV – 0.09 mile Bike Boulevard – 0 (included under Class II if also have bike lanes)	Planned Bicycle Network	Encourage active transportation.

Note: The Mid-City Communities Plan Update is in the first phase of its preparation and these metrics are an estimate of what the potential outcome may be. The metric number is based on the existing condition today, within the Community, not the current community plan full buildout. Further extensive engagement is required with the community before a draft plan will become available with variations of these potential metrics.

SANDAG - Signature Request for Contract 6000329 Mid-City CPU Housing Acceleration

Final Audit Report 2024-12-06

Created:	2024-12-06
By:	Briana Alvarez (Briana.Alvarez@sandag.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAiX2NOAMqo-zyQ19p52CGe_-NzDOH5Eqp

"SANDAG - Signature Request for Contract 6000329 Mid-City C PU Housing Acceleration" History

Document created by Briana Alvarez (Briana.Alvarez@sandag.org)
2024-12-06 - 0:50:35 AM GMT

Document emailed to Casey Smith (cdsmith@sandiego.gov) for signature
2024-12-06 - 0:50:43 AM GMT

Email viewed by Casey Smith (cdsmith@sandiego.gov)
2024-12-06 - 6:26:41 PM GMT

Document e-signed by Casey Smith (cdsmith@sandiego.gov)
Signature Date: 2024-12-06 - 6:27:32 PM GMT - Time Source: server

Document emailed to Susan Huntington (susan.huntington@sandag.org) for signature
2024-12-06 - 6:27:34 PM GMT

Email viewed by Susan Huntington (susan.huntington@sandag.org)
2024-12-06 - 6:37:17 PM GMT

Document e-signed by Susan Huntington (susan.huntington@sandag.org)
Signature Date: 2024-12-06 - 6:37:38 PM GMT - Time Source: server

Document emailed to Samantha Foulke (samantha.foulke@sandag.org) for signature
2024-12-06 - 6:37:40 PM GMT

Email viewed by Samantha Foulke (samantha.foulke@sandag.org)
2024-12-06 - 6:52:41 PM GMT

Document e-signed by Samantha Foulke (samantha.foulke@sandag.org)
Signature Date: 2024-12-06 - 6:53:25 PM GMT - Time Source: server

Adobe Acrobat Sign

Agreement completed.

2024-12-06 - 6:53:25 PM GMT

Adobe Acrobat Sign

This page starts the clean readable Attachment C referenced at the start of this document.

ATTACHMENT C
PASS-THROUGH PROVISIONS FROM REAP AGREEMENT

The following pages are labeled as REAP2 Terms and Conditions and are copies of Exhibit D to SANDAG's Agreement with HCD (HCD Agreement). The HCD Agreement requires compliance with the Local Government Planning Support Grant Program (Health & Safety Code §50515.06 et seq.) The REAP Terms and Conditions refer to SANDAG as Grantee. Section 9B of the document requires that if SANDAG enters into any contracts with subrecipients such as Subgrantee as a result of the HCD Agreement, such contract must contain all the provisions in the HCD Agreement.

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.

   C. The Grantee must bill the Department based on clear deliverables outlined in the Agreement or budget timeline. 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 or upon completion of a deliverable, 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.

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 statutes, REAP 2.0 Guidelines, and 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 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 eligible use 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 advance or final application or as part of the application review, the Department may require the repayment of funds.

G. 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.

   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) 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 subsequent applications and 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 advance and full applications 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 applications.

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 full application, including, but not limited to:
    i. Housing units accelerated,
    ii. Reductions in Vehicle Miles Traveled Per Capita,
    iii. Location of investment,
    iv. Socioeconomic statistics about the impacted geography, and
    v. 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 development of applications, consider potential for joint activities, and seek to coordinate Housing and transportation planning across regions.

E. Upon completion of all deliverables within the Agreement, the Grantee shall submit a close out report in a manner and form prescribed by the Department.

1. Grantee may include a line item for advance payment or reimbursement, as part of its administrative costs, for its final report that is due by June 30, 2026. Funding requests for final reports must be submitted no later than March 31, 2026.

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.

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.

12. **Changes in Terms/Amendments**

A. The Grantee may be subject to amendments to this section as a result of subsequent applications and 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.

EXHIBIT H

GRANT AGREEMENT BETWEEN THE SAN DIEGO ASSOCIATION OF GOVERNMENTS AND CITY OF SAN DIEGO PLANNING DEPARTMENT REGARDING MID-CITY COMMUNITIES SMART GROWTH STUDY AREAS

TRANSNET SMART GROWTH INCENTIVE PROGRAM – PLANNING CYCLE 5

SANDAG CONTRACT No. S1021763

GRANT AGREEMENT BETWEEN
THE SAN DIEGO ASSOCIATION OF GOVERNMENTS AND
CITY OF SAN DIEGO PLANNING DEPARTMENT
REGARDING MID-CITY COMMUNITIES SMART GROWTH STUDY AREAS

***TRANSNET* SMART GROWTH INCENTIVE PROGRAM – PLANNING CYCLE 5**

SANDAG CONTRACT NO. S1021763

THIS GRANT AGREEMENT ("Agreement") is made and entered into effective as of the last signature date, by an between the San Diego Association of Governments ("SANDAG"), 401 B Street, Suite 800, San Diego, California, and City of San Diego, ("Grantee"), 9485 Aero Drive, MS 413, San Diego, California. This Agreement expires three years after the effective date, unless amended in writing by mutual agreement of the parties.

The following recitals are a substantive part of this Agreement:

A. The SANDAG Board of Directors allocates funds under the *TransNet* local sales tax program to support local transportation-related infrastructure projects in the San Diego region through a competitive process.

B. The *TransNet* Extension Ordinance contains provisions to fund the Smart Growth Incentive Program (SGIP) for which funding began on April 1, 2008. The SGIP encompasses projects that better integrate transportation and land use and recognizes the comprehensive effort to integrate smart growth place making, access to transit, and environmental justice.

C. In January 2010, the SANDAG Board of Directors approved Board Policy No. 035: Competitive Grant Program Procedures, which is available in its updated version at www.sandag.org/legal. This Agreement and the Grantee's performance hereunder are subject to Board Policy No. 035, which includes multiple "use it or lose it" provisions.

D. On November 19, 2021, SANDAG issued a call for projects from local jurisdictions in San Diego County wishing to apply for a portion of the *TransNet* SGIP funds for use on planning projects meeting certain criteria, and authorizing up to $3 million from the SGIP to be used for planning projects.

E. On May 13, 2022, the SANDAG Board of Directors approved a list of recommended SGIP projects for the fifth competitive grant cycle, and one of those projects is the subject of this Agreement (Project). The Project Scope of Work, Schedule, and Budget are included as Attachment A.

F. The purpose of this Agreement is to establish the terms and conditions for SANDAG to provide Grantee with funding to implement the Project.

G. Although SANDAG will be providing financial assistance to Grantee to support the Project, SANDAG will not take an active role or retain substantial control of the Project. Therefore, this Agreement is characterized as a funding agreement rather than a cooperative agreement.

NOW, THEREFORE, it is agreed as follows:

I. GRANT AWARD

A. The total amount payable by SANDAG to Grantee pursuant to this Agreement shall be the proportion of actual Project costs allocated to grant funding in Attachment A and shall not exceed the grant award of $500,000 (Fund Limit).

B. It is agreed and understood that this Agreement Fund Limit is a ceiling and that SANDAG will only reimburse the allowable cost of services actually rendered as authorized by SANDAG at or below the Fund Limit. Notwithstanding the foregoing, Grantee understands that *TransNet* funds derive from retail transactions and use tax revenues, which fluctuate. The SANDAG funding commitment to SGIP Projects, including this Project, is subject to these fluctuations, which may impact funding availability for this Project.

C. Grantee's is included in the Regional Transportation Improvement Plan (RTIP). The *TransNet* MPO ID for the Project is SD267.

II. PROJECT BUDGET

Except to the extent that SANDAG determines otherwise in writing, the Grantee agrees as follows: The Grantee and SANDAG have agreed to a Project Budget that is set forth in Attachment A. The Grantee and/or third-party contractor(s) will incur obligations to the Project only as authorized by the Project Budget. An amendment to the Project Budget requires the issuance of a formal amendment to the Agreement per Board Policy No. 035, unless the re-allocation of funds among budget items or fiscal years does not increase the Fund Limit, does not exceed an aggregate of ten percent for any particular task in Attachment A, does not negatively impact the benefits obtained from the Project, and is consistent with applicable laws, regulations, and policies. Prior written SANDAG Grants Program Manager approval is required for transfers of funds between tasks in Attachment A that meet these eligibility criteria for an administrative amendment by SANDAG staff. All other amendments are subject to approval by a SANDAG Policy Advisory Committee or the SANDAG Board of Directors.

III. MATCHING FUNDS

Grantee agrees to provide matching funds in an amount of $340,000 of the actual cost of the Project, estimated to be 40.48 percent based on the Project Budget. If the actual cost of the Project exceeds the Project Budget, Grantee is responsible for 100 percent of the actual cost greater than the Project Budget.

A. Availability of Grant Funding

Except where expressly allowed in writing herein, credits for matching funds will be made or allowed only for work performed on and after the Notice to Proceed date and prior to the termination date of this Agreement, unless expressly permitted by SANDAG in writing.

B. Reduction of Matching Funds

The Grantee agrees that no reduction in the amount of matching funds may be made unless a reduction of the proportional share of the grant funding provided by SANDAG under this Agreement also is made.

C. Prompt Payment of Grantee's Share of Matching Funds

Grantee agrees to complete all actions necessary to provide its share of the Project costs at or before the time the matching funds are needed from Grantee to pay for Project costs. The Grantee agrees to provide not less than its cumulative required match amount of Project costs prior to invoicing SANDAG for reimbursement. Each of Grantee's invoices must include its matching fund

contribution, along with supporting, descriptive and/or explanatory documentation for the matching funds provided.

IV. PROJECT MANAGER

Grantee's Project Manager is Nancy Graham.

The SANDAG SGIP Program Manager is Tracy Ferchaw.

Project Manager continuity and experience is deemed essential in Grantee's ability to carry out the Project in accordance with the terms of this Agreement. Grantee shall not change the Project Manager without first providing written notice to SANDAG. Grantee shall provide SANDAG with updated contact information in a timely manner if there are any changes to its Project Manager.

V. NOTICE

All notices required to be given, by either party to the other, shall be deemed fully given when made in writing and received by the parties at their respective addresses:

San Diego Association of Governments
Attention: Grants Program Manager
401 B Street, Suite 800
San Diego, CA 92101

Grantee:
City of San Diego Planning Department
Attention: Nancy Graham
945 Aero Drive, MS 413
San Diego, CA 92123

VI. PROJECT IMPLEMENTATION

A. General

The Grantee agrees to carry out the Project as follows:

1. Project Description

   Grantee agrees to perform the work as described in the Scope of Work included in Attachment A.

2. Grantee's Capacity

   The Grantee agrees to maintain or acquire sufficient legal, financial, technical, and managerial capacity to: (a) plan, manage, and complete the Project as described in Attachment A and provide for the use of any Project property; (b) carry out any safety and security aspects of the Project; and (c) comply with the terms of the Agreement and all applicable laws, regulations, and policies pertaining to the Project and the Grantee, including but not limited to the *TransNet* Extension Ordinance and Board Policy No. 035.

3. Project Schedule

   The Grantee agrees to complete the Project according to the Project Schedule included in Attachment A and in compliance with Board Policy No. 035.

4. Project Implementation and Oversight Requirements

Grantee agrees to comply with the Performance Measures included in Attachment B.

5. Changes to Project Scope of Work

This Agreement was awarded to Grantee based on the application submitted by Grantee with the intention that the awarded funds would be used to implement the Project as described in the project application. Any substantive deviation from Grantee's Scope of Work during project implementation may require reevaluation or result in loss of funding. If Grantee knows or should have known that substantive changes to the Project will occur or have occurred, Grantee will immediately notify SANDAG in writing. SANDAG will then determine whether the Project is still consistent with the overall objectives of the grant program and whether the changes would have negatively affected the Project ranking during the competitive grant evaluation process. SANDAG reserves the right to have grant funding withheld from Grantee, or refunded to SANDAG, due to Grantee's failure to satisfactorily complete the Project or due to substantive changes to the Project not approved in advance by SANDAG.

B. Application of Laws

Should a federal or state law pre-empt or conflict with a local law, policy, or the *TransNet* Extension Ordinance, the Grantee must comply with the federal or state law and implementing regulations. No provision of this Agreement requires the Grantee to observe or enforce compliance with any provision, perform any other act, or do any other task in contravention of federal, state, territorial, or local law, regulation, or ordinance. If compliance with any provision of this Agreement violates or would require the Grantee to violate any law, the Grantee agrees to notify SANDAG immediately in writing. Should this occur, SANDAG and the Grantee agree that they will make appropriate arrangements to proceed with or, if necessary, terminate the Project or affected portions thereof expeditiously.

C. Changes in Project Performance

The Grantee agrees to notify SANDAG immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event, including a force majeure event, that may adversely affect the Grantee's ability to perform the Project in accordance with the terms of the Agreement and as required by Board Policy No. 035. The Grantee also agrees to notify SANDAG immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect SANDAG's interests in the Project; and agrees to inform SANDAG, also in writing, before naming SANDAG as a party to litigation for any reason, in any forum. At a minimum, the Grantee agrees to send each notice to SANDAG required by this subsection to SANDAG's Grants Program Manager.

D. Compliance Information System (CIS)

If Grantee will utilize persons other than its own employees to carry out work, Grantee and all of its third party contractors and/or subcontractors (hereinafter "subcontractors") shall report payment details using the SANDAG web-based CIS by the 15th of each month following receipt of payment by SANDAG. CIS allows SANDAG to monitor promptness of payment to subcontractors and will allow Grantee and its subcontractors to manage their own records, maintain accurate contract information, and report payment details online. CIS is mandatory for Grantee and subcontractors to use unless SANDAG instructs otherwise. After execution of this Agreement, Grantee will receive instructions on how to set up its account and enter required subcontractor data into CIS via an internet browser. Grantee must require each of its subcontractors to enter required payment information into CIS. Failure of Grantee or its subcontractors to enter required information and confirm payments on a timely basis will result in delay of payment by SANDAG to Grantee until

Grantee has cured any defects or provided the missing information. Should Grantee fail to provide the required information, SANDAG shall have sole discretion regarding whether to withhold payment or terminate this Agreement.

E. Licenses and Permits

Grantee represents and warrants to SANDAG that Grantee and its subcontractors will have all necessary licenses, permits, qualifications and approvals of whatever nature that are required to legally practice its profession and/or perform services under this Agreement at all times during the term of this Agreement.

F. Standard of Care

Grantee expressly warrants that the work to be performed pursuant to this Agreement shall be performed in accordance with the applicable standard of care. Where approval by SANDAG, its management, or other representative of SANDAG is indicated in the Scope of Work, it is understood to be conceptual approval only and does not relieve the Grantee of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Grantee or its subcontractors.

G. Third-Party Contracting

Although the Grantee may delegate any or almost all Project responsibilities to one or more third-party contractors, the Grantee agrees that it, rather than any third-party contractor, is ultimately responsible for compliance with all applicable laws, regulations, and this Agreement. The first invoice utilizing any third-party contractor shall be accompanied by evidence of compliance with the following requirements:

1. Competitive Procurement

   Grantee shall not award contracts over $10,000 on the basis of a noncompetitive procurement for work to be performed under this Agreement without the prior written approval of SANDAG. Contracts awarded by Grantee, if intended as local match credit, must meet the requirements set forth in this Agreement regarding local match funds. Upon request by SANDAG, Grantee shall submit its Request for Proposals or bid solicitation documents to SANDAG staff for review and comment for consistency with the agreed upon Scope of Work with SANDAG and to ensure a competitive process was used.

   If Grantee hires a third-party contractor to carry out work funded under this Agreement, Grantee shall: prepare an Independent Cost Estimate prior to soliciting proposals/bids; publicly advertise for competing proposals/bids for the work; for professional services, use cost as a significant evaluation factor in selecting the third-party contractor; document a record of negotiation establishing that the amount paid by Grantee for the work is fair and reasonable; and pass through the relevant obligations in this Agreement to the contractor.

2. Debarment

   Grantee shall execute and cause its third-party contractors to execute debarment and suspension certificates stating they have not been disqualified from doing business with government entities. The documentation showing lack of debarment shall be obtained from the following two websites:

- Grantee will check the System for Award Management (SAM) at www.sam.gov to verify the prime contractor and all of its subcontractors are not currently debarred or suspended by the federal government.

- Entities in the United States are banned from doing business with companies with ownership based in countries such as Cuba, Sudan and China due to United States trade sanctions. A search on the US Treasury's Office of Foreign Assets Control (OFAC) website can ensure Grantee will not be doing business with a vendor that is subject to trade sanctions. This can be done at https://sanctionssearch.ofac.treas.gov/.

3. Flowdown

Grantee agrees to take appropriate measures necessary, including the execution of a subagreement, lease, third-party contract, or other, to ensure that all Project participants, including alternate payees or third-party contractors at any tier, comply with all applicable federal laws, regulations, policies affecting Project implementation and Agreement requirements. In addition, if an entity other than the Grantee is expected to fulfill any responsibilities typically performed by the Grantee, the Grantee agrees to assure that the entity carries out the Grantee's responsibilities as set forth in this Agreement.

4. No SANDAG Obligations to Third Parties

In connection with the Project, the Grantee agrees that SANDAG shall not be subject to any obligations or liabilities to any subcontractor, lessee, third-party contractor at any tier or other person or entity that is not a party to the Agreement for the Project. Notwithstanding that SANDAG may have concurred in or approved any solicitation, subagreement, lease, alternate payee designation, or third-party contract at any tier, SANDAG has no obligations or liabilities to any entity other than the Grantee.

5. Equipment Purchases

Grantee shall maintain ownership of any equipment purchased using Agreement funding and shall use such equipment only for the purposes set forth in this Agreement. The parties agree to meet and confer in good faith to ensure the continued use of the equipment for the purposes intended, which may include reimbursement to SANDAG when the fair market value of the equipment at Project completion exceeds $5,000. SANDAG and Grantee further agree that Grantee shall keep an inventory record for each piece of equipment purchased under this Agreement and maintain each piece of equipment in good operating order consistent with the purposes for which they were intended. SANDAG shall have the right to conduct periodic maintenance inspections for the purpose of confirming the existence, condition, and proper maintenance of the equipment.

VII. ETHICS

A. Grantee Code of Conduct/Standards of Conduct

The Grantee agrees to maintain a written code of conduct or standards of conduct that shall govern the actions of its officers, employees, council or board members, or agents engaged in the award or administration of subagreements, leases, or third-party contracts supported with the grant funding. The Grantee agrees that its code of conduct or standards of conduct shall specify that its officers, employees, council or board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential subcontractor, lessee, or third-party contractor at any tier or agent thereof. The Grantee may set de minimis rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. The Grantee agrees that its code of conduct or standards of conduct shall also prohibit its officers, employees,

board members, or agents from using their respective positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain. As permitted by state or local law or regulations, the Grantee agrees that its code of conduct or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers, employees, council or board members, or their agents, or its third-party contractors or subcontractors or their agents.

B. Personal Conflicts of Interest

The Grantee agrees that its code of conduct or standards of conduct shall prohibit the Grantee's employees, officers, council or board members, or agents from participating in the selection, award, or administration of any third-party contract or subagreement supported by the grant funding if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in a firm competing for award.

C. Organizational Conflicts of Interest

The Grantee agrees that its code of conduct or standards of conduct shall include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subagreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third-party contractor or subcontractor or impair its objectivity in performing the contract work.

D. SANDAG Code of Conduct

SANDAG has established policies concerning potential conflicts of interest. These policies apply to Grantee. For all awards by SANDAG, any practices which might result in unlawful activity are prohibited including, but not limited to, rebates, kickbacks, or other unlawful considerations. SANDAG staff members are specifically prohibited from participating in the selection process when those staff have a close personal relationship, family relationship, or past (within the last 12 months), present, or potential business or employment relationship with a person or business entity seeking a contract with SANDAG. It is unlawful for any contract to be made by SANDAG if any individual Board member or staff has a prohibited financial interest in the contract. Staff also are prohibited from soliciting or accepting gratuities from any organization seeking funding from SANDAG. SANDAG's officers, employees, agents, and board members shall not solicit or accept gifts, gratuities, favors, or anything of monetary value from consultants, potential consultants, or parties to subagreements. By signing this Agreement, Grantee affirms that it has no knowledge of an ethical violation by SANDAG staff or Grantee. If Grantee has any reason to believe a conflict of interest exists with regard to the Agreement or the Project, it shall notify the SANDAG Office of General Counsel immediately.

E. Bonus or Commission

The Grantee affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its grant funding application for the Project.

F. False or Fraudulent Statements or Claims

The Grantee acknowledges and agrees that by executing the Agreement for the Project, the Grantee certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project, including, but not limited to, the Grantee's grant application, progress reports and invoices.

VIII. PAYMENTS

A. Method of Payment

The method of payment for this Agreement will be based upon actual, substantiated, and allowable costs described herein.

B. Alternate Payee

If the Grantee designates a party as an Alternate Payee, Alternate Payee is authorized to submit payment requests directly to SANDAG to receive reimbursement for allowable Project costs. This does not alleviate Grantee from all obligations under this Grant Agreement.

C. Invoicing

Grantee or Alternate Payee is required to submit invoices quarterly. Invoices must be accompanied by a quarterly report (template to be provided by SANDAG). SANDAG will make payments for eligible amounts to Grantee or Alternate Payee as promptly as SANDAG fiscal procedures permit upon receipt of Grantee's or Alternate Payee's itemized signed invoice(s) and confirmation by the SGIP Program Manager that Grantee is in compliance with the reporting and other requirements in this Agreement. SANDAG shall retain 10 percent from the amounts invoiced until satisfactory completion of the Project. SANDAG shall promptly pay retention amounts to Grantee or Alternate Payee following satisfactory completion of work, receipt of final invoice, and all required documentation.

D. Eligible Costs

The Grantee agrees that Project costs eligible for grant funding must comply with the following requirements, unless SANDAG determines otherwise in writing. To be eligible for reimbursement, Project costs must be:

1. Consistent with the Project Scope of Work, Schedule and Project Budget, and other provisions of the Agreement.

2. Necessary in order to accomplish the Project.

3. Reasonable for the goods or services purchased.

4. Actual net costs to the Grantee (i.e., the price paid minus any refunds, rebates, or other items of value received by the Grantee that have the effect of reducing the cost actually incurred, excluding program income). Project generated revenue realized by the Grantee shall be used in support of the Project. Project generated revenue and expenditures, if any, shall be reported at the end of the Agreement period.

5. Incurred for work performed on or after the SANDAG Notice to Proceed date, and before the termination date, and also must have been paid for by the Grantee.

6. Satisfactorily documented with supporting documentation, which is to be submitted with each invoice. Copies of invoices are required for goods or services provided by third parties.

7. Treated consistently in accordance with generally accepted accounting principles and procedures for the Grantee and any third-party contractors and subcontractors, (see Section entitled "Accounting Records").

8. Eligible for grant funding as part of the grant program through which the funds were awarded.

9. Indirect Costs are only allowable with prior SANDAG approval. Grantee must submit the following documentation as part of the grant application materials: (1) an indirect cost allocation audit approved by a qualified independent auditor or (2) the applicant's proposed method for allocating indirect costs in accordance with federal guidelines. Indirect cost allocation plans must be reviewed and renewed annually.

E. Excluded Costs

In determining the amount of *TransNet* Ordinance Assistance SANDAG will provide for the Project, SANDAG will exclude:

1. Any Project cost incurred by the Grantee before the Effective Date of the Agreement or applicable Amendment thereto

2. Any cost that is not included in the Project Budget

3. Any cost for Project property or services received in connection with a subagreement, lease, third-party contract, or other arrangement that is required to be, but has not been, concurred in or approved in writing by SANDAG

4. Any cost ineligible for SANDAG participation as provided by applicable laws, regulations, or policies

5. Any cost incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (any indirect cost). Typical indirect costs include facilities and administration costs such as heat/air conditioning, lighting, payroll, and the entity's accounting system. Administrative costs such as clerical and support staff salaries also are most often treated as indirect costs.

The Grantee understands and agrees that payment to the Grantee for any Project cost does not constitute SANDAG's final decision about whether that cost is allowable and eligible for payment under the Project and does not constitute a waiver of any violation by the Grantee of the terms of this Agreement or Board Policy No. 035. The Grantee acknowledges that SANDAG will not make a final determination about the allowability and eligibility of any cost until the final payment has been made on the Project or the results of an audit of the Project requested by SANDAG or its Independent Taxpayers' Oversight Committee (ITOC) has been completed, whichever occurs latest. If SANDAG determines that the Grantee is not entitled to receive any portion of the grant funding requested or paid, SANDAG will notify the Grantee in writing, stating its reasons. The Grantee agrees that Project closeout will not alter the Grantee's responsibility to return any funds due to SANDAG as a result of later refunds, corrections, performance deficiencies, or other similar actions; nor will Project closeout alter SANDAG's right to disallow costs and recover funds provided for the Project on the basis of a later audit or other review. Upon notification to the Grantee that specific amounts are owed to SANDAG, whether for excess payments of grant funding, disallowed costs, or funds recovered from third parties or elsewhere, the Grantee agrees to promptly remit to SANDAG the amounts owed, including applicable interest, penalties and administrative charges.

IX. ACCOUNTING, REPORTING, RECORD RETENTION, AND ACCESS

A. Project Accounts

The Grantee and/or Alternate Payee agree to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The Grantee and/or Alternate Payee also agree to maintain documentation of all checks, payrolls, invoices, contracts, vouchers, orders, or other

accounting documents related in whole or in part to the Project so that they may be clearly identified, readily accessible, and available to SANDAG upon request and, to the extent feasible, kept separate from documents not related to the Project.

B. Reports

1. The Grantee agrees to submit to SANDAG all reports required by law and regulation, policy, this Agreement, or any other reports SANDAG may specify. SANDAG reserves the right to specify that records be submitted in particular formats. Grantee may be required to attend meetings of SANDAG staff and committees, including but not limited to the Regional Planning Committee and the SANDAG Board of Directors, to report on its progress and respond to questions from Board Members or the public.

2. Grantee's performance shall be monitored for consistency with the Scope of Work. SANDAG will utilize the SGIP Monitoring Checklist (Attachment C) and Performance Measures (Attachment B), to document compliance with this Agreement. Grantee's performance will be measured against the Performance Measures during the term of this Agreement. If the Grantee does not comply with provisions in this Agreement or achieve minimum performance requirements, SANDAG will issue Grantee a written Notice to Complete a Recovery Plan. Grantee's Recovery Plan shall include a detailed description of how Grantee intends to come into compliance with the Performance Measures or provisions in this Agreement. Grantee's Recovery Plan must include an implementation schedule that reflects achievement of its performance measure minimums or provisions in this Agreement within three months following the issue date of the SANDAG Notice to Complete a Recovery Plan. Grantee must submit its Recovery Plan to the SGIP Program Manager within 30 calendar days following the issue date of the SANDAG Notice to Complete a Recovery Plan. If Grantee's performance is inconsistent with that proposed in its Recovery Plan, SANDAG in its sole discretion may terminate this Agreement.

3. Grantee must submit quarterly reports and invoices to SANDAG, detailing accomplishments in the quarter, anticipated progress next quarter, pending issues and actions toward resolution, and status of budget, schedule, and Performance Measures.
Grantee will not be paid until all reports are completed and provided to SANDAG in the format SANDAG requires. Furthermore, the Grantee agrees to provide project milestone information (such as presentations to community groups, other agencies, and elected officials, groundbreakings, and ribbon-cuttings) to support media and communications efforts. Grantee needs to document and track in-kind contributions designated as matching funds as part of project management. Grantee must provide all deliverables identified in the Scope of Work.

4. Press materials shall be provided to SANDAG staff before they are distributed. SANDAG logo(s) should be included in press materials and other project collateral based on logo usage guidelines to be provided by SANDAG. Grantee agrees to provide project milestone information to support media and communications efforts.

5. Grantees are responsible for the following photo documentation:

    - Existing conditions photos (as applicable), which should illustrate the current conditions of the project site and demonstrate the need for improved facilities

    - Project milestone photos (such as workshops, presentations to community groups, other agencies, and elected officials)

    - Photos should be high resolution (at least 4 inches by 6 inches with a minimum of 300 pixels per inch) and contain captions with project descriptions, dates, locations, and the

names of those featured, if appropriate. Grantees must obtain consent of all persons featured in photos (or that of a parent or guardian of persons under the age of 18) by using the SANDAG Photo and Testimonial Release form to be provided by SANDAG, or a similar release form developed by Grantee and agreed upon by SANDAG.

C. Record Retention

During the course of the Project and for three years thereafter from the date of transmission of the final invoice, the Grantee agrees to maintain, intact and readily accessible, all communications, data, documents, reports, records, contracts, and supporting materials relating to the Project, as SANDAG may require. All communications and information provided to SANDAG become the property of SANDAG and public records, as such, may be subject to public review. Please see SANDAG's Board Policy No. 015: Records Management Policy, which is available at www.sandag.org/legal, for information regarding the treatment of documents designated as confidential.

D. Meeting Records

Grantee shall provide SANDAG with agendas and meeting summaries for all community meetings. SANDAG staff may attend any meetings as appropriate.

E. Access to Records of Grantees and Subcontractors

The Grantee agrees to permit, and require its subcontractors to permit, SANDAG or its authorized representatives, upon request, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Grantee and its subcontractors pertaining to the Project.

F. Communities Served Data and Reporting

If requested, Grantee shall provide SANDAG with data regarding how the Project's benefits and burdens were equitably distributed among socio and economic populations in the area affected by the Project, and associated smart growth data, and/or any other relevant information.

X. PROJECT COMPLETION, AUDIT, SETTLEMENT, AND CLOSEOUT

A. Project Completion

Within 90 calendar days following Project completion or termination by SANDAG, the Grantee agrees to submit a final invoice of Project expenses and final reports, as applicable. All payments made to the Grantee shall be subject to review for compliance by SANDAG with the requirements of this Agreement and shall be subject to an audit upon completion of the Project.

B. Project Audit

The Grantee agrees to have financial, performance, and compliance audits performed as SANDAG may require. The Grantee agrees that Project closeout will not alter the Grantee's audit responsibilities. Audit costs are allowable Project costs.

C. Performance Audit

The Grantee agrees to cooperate with SANDAG or ITOC with regard to any performance audit that is performed on the Project.

D. Project Closeout

Project closeout occurs when SANDAG notifies the Grantee that SANDAG has closed the Project, and, if applicable, either forwards the final grant funding payment and or acknowledges that the Grantee has remitted the proper refund. The Grantee agrees that Project closeout by SANDAG does not invalidate any continuing requirements imposed by the Agreement or any unmet requirements set forth in a written notification from SANDAG.

XI. TIMELY PROGRESS AND RIGHT OF SANDAG TO TERMINATE

A. Grantee shall make diligent and timely progress toward completion of the Project within the timelines set forth in the Project Schedule, and consistent with Board Policy No. 035 and any policy amendments thereto.

B. In the event Grantee encounters or anticipates difficulty in meeting the Project Schedule, the Grantee shall immediately notify the SGIP Program Manager in writing, and shall provide pertinent details, including the reason(s) for the delay in performance and the date by which Grantee expects to complete performance or delivery. This notification shall be informational in character only and receipt of it shall not be construed as a waiver by SANDAG of a project delivery schedule or date, or any rights or remedies provided by this Agreement, including Board Policy No. 035 requirements.

C. Grantee agrees that SANDAG, at its sole discretion, may suspend or terminate all or any part of the grant funding if the Grantee fails to make reasonable progress on the Project and/or violates the terms of the Agreement or Board Policy No. 035, or if SANDAG determines that the purpose of the laws or policies authorizing the Project would not be adequately served by the continuation of grant funding for the Project.

D. In general, termination of grant funding for the Project will not invalidate obligations properly incurred by the Grantee before the termination date to the extent those obligations cannot be canceled. If, however, SANDAG determines that the Grantee has willfully misused grant funding by failing to make adequate progress, or failing to comply with the terms of the Agreement, SANDAG reserves the right to require the Grantee to refund to SANDAG the entire amount of grant funding provided for the Project or any lesser amount as SANDAG may determine.

E. Expiration of any Project time period established in the Project Schedule will not, by itself, automatically constitute an expiration or termination of the Agreement for the Project, however, Grantee must request and SANDAG may agree to amend the Agreement in writing if the Project Schedule will not be met. An amendment to the Project Schedule may be made at SANDAG's discretion if Grantee's request is consistent with the provisions of Board Policy No. 035.

XII. CIVIL RIGHTS

The Grantee agrees to comply with all applicable civil rights laws, regulations and policies and shall include the provisions of this section in each subagreement, lease, third-party contract or other legally binding document to perform work funded by this Agreement. Applicable civil rights laws, regulations and policies include, but are not limited to, the following:

A. Nondiscrimination

SANDAG implements its programs without regard to income level, disability, race, color, and national origin in compliance with the Americans with Disabilities Act and Title VI of the Civil Rights Act. Grantee shall prohibit discrimination on these grounds, notify the public of their rights under these laws, and utilize a process for addressing complaints of discrimination. Furthermore, Grantee shall make the procedures for filing a complaint available to members of the public and will keep a log of all such complaints. Grantee must notify SANDAG immediately if a complaint is lodged that

relates to the Project or program funded by this grant. If Grantee receives a Title VI-related or ADA-related complaint, Grantee must notify SANDAG in writing within 72 hours of receiving the complaint so that SANDAG can determine whether it needs to carry out its own investigation.

B. Equal Employment Opportunity

During the performance of this Agreement, Grantee and all of its subcontractors, if any, shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, denial of pregnancy disability leave, veteran status, or sexual orientation. Grantee and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code Section 12900, *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0, *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by this reference and are made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

XIV. DISPUTES AND VENUE

A. Choice of Law

This Agreement shall be interpreted in accordance with the laws of the State of California.

B. Dispute Resolution Process

In the event Grantee has a dispute with SANDAG during the performance of this Agreement, Grantee shall continue to perform unless SANDAG informs Grantee in writing to cease performance. The dispute resolution process for disputes arising under this Agreement shall be as follows:

1. Grantee shall submit a statement of the grounds for the dispute, including all pertinent dates, names of persons involved, and supporting documentation, to the SGIP Program Manager. The SGIP Program Manager and other appropriate SANDAG staff will review the documentation in a timely manner and reply to Grantee within 20 calendar days. Upon receipt of an adverse decision by SANDAG, Grantee may submit a request for reconsideration to SANDAG's Chief Executive Officer or designee. The request for reconsideration must be received within ten calendar days from the postmark date of SANDAG's reply. The Chief Executive Officer or designee will respond in writing to the request for reconsideration within ten working days.

2. If Grantee is dissatisfied with the results following exhaustion of the above dispute resolution procedures, Grantee shall make a written request to SANDAG for appeal to the SANDAG Regional Planning Committee. SANDAG shall respond to a request for mediation within 30 calendar days. The decision of the Regional Planning Committee shall be final.

C. Venue

If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all

reasonable costs incurred, including reasonable attorney's fees, litigation and collection expenses, witness fees, and court costs as determined by the court.

XV. ASSIGNMENT

Grantee shall not assign, sublet, or transfer (whether by assignment or novation) this Agreement or any rights under or interest in this Agreement.

XVII. INDEMNIFICATION AND HOLD HARMLESS

A. Generally

With regard to any claim, protest, or litigation arising from or related to the Grantee's performance in connection with or incidental to the Project or this Agreement, Grantee agrees to defend, indemnify, protect, and hold SANDAG and its agents, officers, Board members, and employees harmless from and against any and all claims, including, but not limited to prevailing wage claims against the Project, asserted or established liability for damages or injuries to any person or property, including injury to the Grantee's or its subcontractors' employees, agents, or officers, which arise from or are connected with or are caused or claimed to be caused by the negligent, reckless, or willful acts or omissions of the Grantee and its subcontractors and their agents, officers, or employees, in performing the work or services herein, and all expenses of investigating and defending against same, including attorney fees and costs; provided, however, that the Grantee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of SANDAG, its Board of Directors, agents, officers, or employees.

B. Intellectual Property

Upon request by SANDAG, the Grantee agrees to indemnify, save, and hold harmless SANDAG and its Board of Directors, officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Grantee shall not be required to indemnify SANDAG for any such liability caused solely by the wrongful acts of SANDAG employees or agents.

XVIII. INDEPENDENT CONTRACTOR

A. Status of Grantee

Grantee shall perform the services provided for within this Agreement as an independent contractor, and not as an employee of SANDAG. Grantee shall be under the control of SANDAG as to the result to be accomplished and not the means, and shall consult with SANDAG as provided for in the Scope of Work. The payments made to Grantee pursuant to this Agreement shall be the full and complete compensation to which Grantee is entitled. SANDAG shall not make any federal or state tax withholdings on behalf of Grantee. SANDAG shall not be required to pay any workers' compensation insurance on behalf of Grantee. Grantee agrees to indemnify SANDAG for any tax, retirement contribution, social security, overtime payment, or workers' compensation payment which SANDAG may be required to make on behalf of Grantee or any employee of Grantee for work done under this Agreement.

B. Actions on Behalf of SANDAG

Except as SANDAG may specify in writing, Grantee shall have no authority, express or implied, to act on behalf of SANDAG in any capacity whatsoever, as an agent or otherwise. Grantee shall have

no authority, express or implied, to bind SANDAG or its members, agents, or employees, to any obligation whatsoever, unless expressly provided for in this Agreement.

XIX. SEVERABILITY AND INTEGRATION

If any provision of the Agreement is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable laws or regulations. This Agreement with its attachments and the resolution from Grantee's governing body submitted with its application, represents the entire understanding of SANDAG and Grantee as to those matters contained in it. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing, signed by SANDAG and the Grantee.

XX. SIGNATURES

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last signature date.

SAN DIEGO ASSOCIATION OF GOVERNMENTS

E-SIGNED by Susan Huntington on 2022-10-27 22:26:25 GMT

SUSAN HUNTINGTON **DATE**
Director of Financial Planning, Budgets, and Grants

CITY OF SAN DIEGO, PLANNING DEPARTMENT

Kris McFadden 09/29/2022

KRIS MCFADDEN **DATE**
Deputy Chief Operating Officer

APPROVED AS TO FORM:

E-SIGNED by Samantha Foulke on 2022-10-27 22:22:56 GMT

Office of General Counsel **DATE**

APPROVED AS TO FORM:

Lindsay A. Sebastian 02/01/2023

Office of the City Attorney **DATE**

ATTACHMENT A
SCOPE OF WORK, SCHEDULE, AND PROJECT BUDGET

Scope of Work, Schedule, and Budget

Scope of Work, Schedule, and Budget Worksheet

Applicant Name: City of San Diego

Project Title: Mid-City Communities Smart Growth Areas

Part I: Project Overview

Project Limit: The study area covers the Mid-City Communities in the City of San Diego and includes a large Smart Growth Opportunity Area along University Avenue and El Cajon Boulevard (SD-CH-1), Mixed-Use Transit Corridors along Fairmount Avenue (SD-CH-2), University Avenue (SD-EA-3), and El Cajon Boulevard (SD-CO-4) and two Community Centers near Federal and Euclid (SD-EA-2) and the east end of College Grove Drive (SD-EA-1). In addition, the study area includes a Tier 4 Employment Center.

Project Summary: The Project will perform a study of existing/planned smart growth and employment areas to increase housing and mobility options in the Mid-City Communities in the City of San Diego. The study will include a public outreach program and recommendations on opportunities for growth and transit-supportive densities in combination with corridor enhancements. The Smart Growth study will serve as a critical first step to facilitate a land use plan to support a healthier, more sustainable community.

Part II: Scope of Work, Schedule, and Budget

Propose tasks, deliverables, a timeframe, and a budget for implementing the project. The project schedule must be based on "Months from Notice to Proceed" (NTP). The Total Project Cost column will auto-calculate.

Task No.	Task Description	Deliverables	Start Date	Completion Date	Total Project Cost
Enter Task or Subtask Number (tailor as needed)	*Enter task descriptions. Limit sub-tasks to major milestones.*	*Enter deliverables associated with each task.*	*Enter start date as number of months from NTP. Enter whole numbers.*	*Enter end date as number of months from NTP. Enter whole numbers.*	*Enter cost to complete each task. Sub-tasks should not have an associated cost. The total cost of all tasks should equal the total project cost (grant funds requested + matching funds).*
1	Project Management	Project status meetings, meeting agendas/minutes, status reports/invoices, interagency coordination	NTP	36	$ 50,000.00
2	Public Engagement Materials	Video, fact sheets, infographics, website content, including translation services	NTP	36	$ 80,000.00
2a	Outreach Program	Outreach, relationship building, meeting preparation and execution, follow-up, documentation	6	36	$ 80,000.00
2b	Public Workshops	Planning/preparation, meeting facilitation, input summaries, refreshments/supplies	6	36	$ 80,000.00
3	Land Use, Sustainability, and Mobility	Map atlas with existing conditions maps and information; identification of land use and mobility needs, community resources and vulnerabilities	NTP	18	$ 250,000.00
4	Smart Growth Study Recommendations	Issues & Opportunities document detailing development/economic feasibility testing, mobility corridor recommendations/options, policy and sustainability strategy testing	18	36	$ 300,000.00
				TOTAL PROJECT COST (grant request funds + matching funds):	**$ 840,000.00**

Seasonal Constraints

As applicable, identify any seasonal constraints that may require the overall project, or specific tasks, to begin or be completed by a specific date:

Part III: Summary of Funding

Total project cost:	$840,000.00
Total grant amount requested from SANDAG:	$ 500,000.00
Total match amount that will be contributed:	$ 340,000.00
SANDAG grant % contribution:	0.595238095
Match % contribution:	0.404761905
Will the matching fund sources include funds from the *TransNet* Local Street and Road program?	No

ATTACHMENT B
PERFORMANCE MEASURES

Instructions

In 2020, the San Diego region permitted 10,883 units of housing. The goal of the SGIP is to fund planning activities that facilitate compact, mixed-use, transit-oriented development, and increase housing and transportation choices. The following form is to be used for satisfying the quarterly reporting requirements and performance measures of the SGIP funded by *TransNet*. Pursuant to the terms of the Grant Agreement, Grantees will be required to provide quarterly reports and a more detailed Final Progress Report at the end of the grant term. The quarterly report utilizing this form must be submitted to SANDAG within 30 days following receipt of funds and thereafter each quarter until the expiration of the grant. A Grantee will not be eligible for reimbursement from SANDAG unless it has submitted its reports by the timelines required by SANDAG.

Performance Period	Quarterly Report Due Date
April-June 2022	July 15, 2022
July-September 2022	October 15, 2022
October-December 2022	January 15, 2023
January-March 2023	April 15, 2023
April-June 2023	July 15, 2023
July-September 2023	October 15, 2023
October-December 2023	January 15, 2024
January-March 2024	April 15, 2024
April-June 2024	July 15, 2024
July-September 2024	October 15, 2024
October-December 2024	January 15, 2025
January-March 2025	April 15, 2025
April-June 2025	July 15, 2025

Unless SANDAG directs otherwise, Grantee must submit its quarterly report to SANDAG using a form that will be sent to Grantees each quarter. This document will show the information that will be required in the quarterly reports from each Grantee and will be followed by the list of performance measures that will be used for the Final Progress Report. This cycle of SGIP grants is focused on planning activities rather than construction, however, the performance measure information in the Final Progress Report will serve as a baseline for future SGIP grant cycles to align with the 2021 Regional Plan and other SANDAG grant programs.

Overview

Provide an overview of the project, including challenges, limiting factors, opportunities and solutions unique to the jurisdiction. The section should also discuss the overall approach, goals and high-level summary of the status of the project.

Project Highlights, Accomplishments and Best Practices

Provide highlights regarding the overall project from the last quarter and any accomplishments resulting from the efforts in implementing the project. This section also may list and explain some of the best practices occurring through the project. This section can highlight the Grantee's efforts and can include a wide-ranging variety of efforts that facilitate smart growth and transit-oriented development and greenhouse gas reduction such as comprehensive planning efforts, smaller-scale neighborhood planning activities, Complete Streets Design Manuals, Financing Tools, Smart Growth studies, Transit Oriented Development Overlay Zones and Concept Plans, and Mobility Hub plans.

Status of Activities

This section will provide a description of each of the major activities in the Grantee's project. Based on the description of the activities Grantee committed to perform in its Grant Agreement, Grantee will provide status reports describing progress on milestones and deliverables completed.

- Column 1 of the status table is entitled Activity Category. This column will be completed with the relevant activity category (i.e., relationship to regional transit, further planning to support regional mobility hub implementation strategy, Smart Growth policy implementation, smart growth equity, partnerships (if applicable), and sustainability).
- Column 2 will include a brief description of the milestone or deliverable completed.
- Columns 3 and 4 will report the amount of money allocated to each activity and how much has been expended per activity as of the end of the quarter.
- Column 5 will describe the overall timing of the project with beginning and anticipated completion dates.
- Column 6 will include a general status (i.e., not yet started, in progress, complete) and anticipated upcoming milestones.
- Column 7 will qualitatively and quantitatively, where possible, describe the impact on housing as a result of the activity. Qualitative data should be based on the performance measure metrics that Grantee will be required to report on at the end of grant term in the Final Progress Report

Summary of Work Completed in Prior Quarter

1	2	3	4	5	6	7
Activity Category	Description of Milestone or Deliverable Completed	Dollar Amount Allocated to Activity	Dollar Amount Expended Thus Far	Anticipated Completion Date	Status	Description of How Milestone or Deliverable Achieves Progress on a Performance Measure

Summary of Smart Growth Indicators

Provide a narrative overview of smart growth indicators and a summary of efforts, activities, studies, and/or other deliverables, as applicable. Grantees may add other smart growth indicators and numerical outcomes and may also discuss any anticipated changes and limiting or confounding factors potentially impacting the effectiveness of the activities. The information collected in this grant cycle may be used as a baseline or context for indicating smart growth implementation at a jurisdictional scale. Baseline year will be the 2021 calendar year and current year will be 2022 for purposes of the Final Progress Report. Grantees may add any anticipated changes and limiting or confounding factors potentially impacting the effectiveness of the activities. Additionally, Grantees may discuss other indicators of smart growth implementation and numerical outcomes that are based on the performance measure metrics that Grantee will be required to report on at the end of grant term in the Final Progress Report.

Performance Measures Metrics to Be Provided in Final Progress Report

Below are examples that could be used, depending on the type of project funded through the SGIP.

- Number of improvements to the mix of land use types (multifamily, single-family, and non-residential) in jurisdiction
- Number of acres Grantee avoided converting from agricultural, natural, or working lands to land eligible for development
- Number of projects providing new or enhanced connectivity to the non-automotive transportation network during the grant term
- Number of improved neighborhood projects with safety features to promote active mobility completed during the grant term
- Number of new linkages to transit and/or pedestrian and bicycle infrastructure created during the grant term
- VMT reduction per capita within the jurisdiction during the grant term
- Number of new non-automotive trips generated (total, per capita, or other) during the grant term
- Greenhouse gas reduction (total, per capita, or other) achieved by jurisdiction during the grant term
- Number of new infrastructure services created in areas of concentrated poverty or similar areas during the grant term
- Number of new housing units created during the grant term in Smart Growth Opportunity Areas and employment centers
- Number of individual persons reached by Grantee using direct engagement with community stakeholders concerning smart growth during the grant term
- Number of housing units located on an infill site surrounded by urban uses such as shopping, restaurants, and jobs available to rent or own

Additional Information

Provide any applicable information as necessary to demonstrate the status and impacts of the overall project.

ATTACHMENT C
SGIP MONITORING CHECKLIST

See following pages.

SANDAG

Smart Growth Incentive Program Monitoring Checklist

The San Diego Association of Governments (SANDAG) has developed a Monitoring Checklist to assist in monitoring each recipient of *TransNet* Smart Growth Incentive Program (SGIP) funds, referred to as a "Grantee." The Monitoring Checklist is used to assess the performance of the Grantee in providing the project included in the original grant application, and the Grantee's compliance with the terms of the Grant Agreement. The Monitoring Checklist will be completed by the SGIP Program Manager annually and upon project completion. SANDAG will send a final version of the completed Monitoring Checklist within one week of the date of the review.

I. GRANT AGREEMENT INFORMATION

Agreement No.	[Enter grant agreement number]
Grantee Name	[Enter Grantee Name]
Project Name	[Enter Project Name]
Project Type	Choose an item.
Notice to Proceed Date	Click or tap to enter a date.
Agreement Expiration Date	Click or tap to enter a date.
Grantee Project Manager Name	[Enter Grantee Project Manager Name]
SANDAG Program Manager Name	[Enter SANDAG Program Manager Name]

II. REVIEW DETAILS

Date of Review	Click or tap to enter a date.
Type of Review	Choose an item.
Review Period	Start Date: Click or tap to enter a date. End Date: Click or tap to enter a date.

III. COMPLIANCE ASSESSMENT

Each question below is derived from the Grant Agreement and therefore, a question marked "No" indicates the Grantee is out of compliance with the terms of the Grant Agreement.

Topic or Question	Response
Project Changes	
1. Did the Grantee notify SANDAG in writing if substantive changes to the Project would have or did occur?	Choose an item.
2. If the Grantee encountered or anticipated difficulty in meeting the Project Schedule, did the Grantee notify SANDAG in writing? Did the notification include the reason(s) for the delay in performance and the date by which Grantee expected to complete performance or delivery?	Choose an item.
3. Was prior written approval obtained for transfers of funds between tasks in the Scope of Work?	Choose an item.

4. If there were any changes to the Grantee's Project Manager, did the Grantee provide SANDAG with updated contact information in a timely manner?	Choose an item.
Compliance Information System (CIS)	
5. Did the Grantee report payment details using the SANDAG web-based CIS by the 15th of each month following receipt of payment by SANDAG?	Choose an item.
6. Did the Grantee ensure its third party contractors and/or subcontractors consistently reported payments or confirmed receipt of payment in the CIS?	Choose an item.
Third-Party Contracting	
7. Did the Grantee provide evidence of a competitive procurement or obtain prior written approval of SANDAG to utilize a noncompetitive procurement for each third party contract over $10,000?	Choose an item.
Payments/Invoicing	
8. Did the Grantee submit an invoice each quarter in the required format and on time?	Choose an item.
9. Were the invoices filled out correctly and free of errors?	Choose an item.
10. Were all items included in Grantee invoices eligible under the Grant Agreement?	Choose an item.
11. Were sufficient backup materials including required documentation consistently provided with each invoice packet?	Choose an item.
12. If the Grantee invoiced for indirect costs, were they consistent with the Grantee's indirect cost allocation plan in effect at the time of invoice?	Choose an item.
13. Did the Grantee's invoices include its matching fund contribution, along with supporting, descriptive and/or explanatory documentation for the matching funds provided?	Choose an item.
Reports	
14. Did the Grantee submit quarterly reports in the required format and on time?	Choose an item.
15. Were report forms filled out correctly and free of errors?	Choose an item.
16. Did the reports sufficiently detail accomplishments in the quarter, anticipated progress next quarter, pending issues and actions toward resolution, and status of budget, schedule, and Performance Measures?	Choose an item.
17. Did the Grantee provide project milestone information such as presentations to community groups, other agencies, and elected officials, groundbreakings, and ribbon-cuttings to support media and communications efforts?	Choose an item.
18. Did the Grantee provide with its reports photo documentation required by the Grant Agreement, including existing conditions photos and project milestone photos?	Choose an item.
19. Did the Grantee provide SANDAG with agendas and meeting summaries for all community meetings?	Choose an item.

Project Completion and Closeout	
20. Did the Grantee complete the Project according to the Project Schedule included in the Grant Agreement?	Choose an item.
21. Did the Grantee meet the Performance Measures included in the Grant Agreement?	Choose an item.
22. Did the Grantee provide all deliverables identified in the Scope of Work?	Choose an item.
23. Did the Grantee provide a final invoice of project expenses and final reports within 90 calendar days following Project completion or termination by SANDAG?	Choose an item.
24. Did the Grantee provide adequate match contributions?	Choose an item.
25. Did the Grantee meet the project completion deadline required in Board Policy No. 035? Or otherwise obtain approval for a time extension amendment consistent with the Policy?	Choose an item.

IV. SUMMARY AND IDENTIFICATION OF DEFICIENCIES

SANDAG staff reviews any "No" responses to the Compliance Assessment questions, which indicates an area in which the Grantee is deficient in meeting its obligations under the Grant Agreement. Following identification of any deficiency and for projects that are not yet complete, SANDAG will issue Grantee a written Notice to Complete a Recovery Plan. The Grant Agreement contains additional details on the Notice to Complete a Recovery Plan process.

Question No.	Explanation

V. GRANTEE SIGNATURES

By signing below, I confirm receipt of this completed Monitoring Checklist.

Project Manager Name (Print) Signature Date

EXHIBIT I

CITY OF SAN DIEGO TRAILS MASTER PLAN EXISTING CONDITIONS REPORT

AGREEMENT No. lcp-23-07

CALIFORNIA COASTAL COMMISSION

STANDARD GRANT AGREEMENT

(Rev 05/2022)

AGREEMENT NUMBER	
LCP-23-07	
STATE CONTROLLER'S OFFICE IDENTIFIER	FEDERAL ID NUMBER
3720-LCP2307	**95-6000776**

1. This Agreement is entered into between the State Agency and the Grantee named below:

STATE AGENCY'S NAME

California Coastal Commission

GRANTEE'S NAME

City of San Diego

2. The term of this Agreement is: 10/16/2023* (or grant agreement execution date) Through (End Term Date) 08/01/2027

3. The maximum amount of this Agreement is: $499,153.00
Four Hundred Ninety-Nine Thousand One Hundred Fifty-Three Dollars and Zero Cents

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.

EXHIBIT A – Scope of Work	9 pages
EXHIBIT A1- Definitions	1 page
EXHIBIT B – Budget	1 page
EXHIBIT B1 – Budget Detail and Payment Provisions	3 pages
EXHIBIT C – General Terms and Conditions	4 pages
EXHIBIT D – Special Terms and Conditions	4 pages
Check mark one item below as EXHIBIT D Attachment:	
☒ EXHIBIT D1 – Local Coastal Programs Terms and Conditions	9 pages
☐ EXHIBIT D2 – WHALE TAIL® Terms and Conditions	
EXHIBIT E – Grantee Certification Clauses Form (GCC-01/2019)	5 pages
EXHIBIT F – Amendment Template (Informal)	1 page

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

GRANTEE

GRANTEE'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*

City of San Diego

BY *(Authorized Signature)*

DocuSigned by:
Casey Smith
3F50978A0BC2493...

DATE SIGNED *(Do not type)*: 11/22/2023

PRINTED NAME AND TITLE OF PERSON SIGNING

Casey Smith, Deputy Chief Operating Officer

ADDRESS

202 C Street, M.S. 413 San Diego, CA 92101

STATE OF CALIFORNIA

AGENCY NAME

California Coastal Commission

BY *(Authorized Signature)*

DocuSigned by:
Madeline Cavalieri
F089034704B5459...

DATE SIGNED *(Do not type)*: 11/08/2023

PRINTED NAME AND TITLE OF PERSON SIGNING

Madeline Cavalieri, Deputy Executive Director

ADDRESS

455 Market Street, Suite 200, Room 228, San Francisco, CA 94105

California Coastal Commission Use Only

☒ This agreement is exempt from approval by the Department of General Services per SCM Vol. 1 4.06 (see 58 Ops. Cal. Atty. Gen 586 and 63 Ops. Cal. Atty. Gen. 290).

EXHIBIT A

SCOPE OF WORK

1. Grantee agrees to expend grant funds provided by the Commission only for and in accordance with project activities as described under the Scope of Work attached hereto as EXHIBIT A.

2. The Project representatives during the term of this agreement, and the person authorized to sign grant amendments and RFFs on behalf of the grantee, will be:

State Agency: California Coastal Commission	**Grantee:** City of San Diego	**Grantee:** City of San Diego
Name: Kelsey Ducklow ("Grant Manager")	Name: Casey Smith, Deputy Chief Operating Officer (Authorized to sign grant amendments on behalf of Grantee)	Name: Jonathan Avila (Authorized to sign RFFs on behalf of Grantee)
Address: 455 Market St. Suite 300 San Francisco, CA 94105	Address: 202 C Street, M.S. 413 San Diego, CA 92101	Address: 202 C Street, M.S. 413 San Diego, CA 92101
Phone: (415) 904-2335	Phone: (619) 214-5380	Phone: (619) 525-8233
Email: kelsey.ducklow@coastal.ca.gov	Email: CDSmith@sandiego.gov	Email: JOAvila@sandiego.gov

3. Primary project contact:

State Agency: California Coastal Commission	**Grantee** City of San Diego
Section/Unit:	Section/Unit: City Planning Department
Name: Mary Matella ("LCP Grant Coordinator")	Name: Jonathan Avila
Address: 455 Market St. Suite 300 San Francisco, CA 94105	Address: 202 C Street, M.S. 413 San Diego, CA 92101
Phone: (415) 904-6093	Phone: (619) 525-8233
Email: mary.matella@coastal.ca.gov	Email: JOAvila@sandiego.gov

EXHIBIT A

SCOPE OF WORK

Name of Local Government: City of San Diego

Name of Project: City of San Diego Trails Master Plan Existing Conditions Report

Funding Source: General Fund

Specific Program: Local Coastal Program Local Assistance Grant Program

Federal Tax ID#: 95-6000776

Budget Summary:

CCC funding:	$499,153.00
Other funding:	$206,806.60
Total project cost:	$705,959.60

Term of Project: *10/16/2023 (or grant agreement execution date) - 08/01/2027*

A. PROJECT DESCRIPTION

The COSD plans to kick off the planning phase of the TMP by the Summer of 2024 and the primary source of data to inform the TMP will be the City of San Diego Trails Master Plan Existing Conditions Report (Report). The Report will include quantitative data on the current conditions of existing trails and where deficiencies or opportunities for improvement can be identified. Additionally, important qualitative data in the form of community input and stakeholder consultation will also be included in the Report. The completion of the Report as well as the proposed LCP update that will apply to the Community Plans is the full scope of work proposed for this grant project (Project).

The Project will be completed in three phases: Initial outreach and network formation, community engagement and data collection, and finally the drafting and finalization of the Report and LCP update. Specific tasks within each of these phases are described in more detail under the Task Description and Schedule section of this application.

The first priority of the Project will be to establish commitments with at least three community-based or non-profit groups who will serve as partners on this Project. The full Project team will consist of representatives from these three organizations (who will ideally represent or serve traditionally underserved communities), COSD Planning Department staff, and qualified technical consultants with expertise in community-driven landscape architecture and data analysis. Initial outreach work will seek to engage a diverse range of

EXHIBIT A

potential stakeholders (listed below) including some who have a longstanding relationship with the City such as San Diego Canyonlands and Groundwork San Diego, but outreach efforts will prioritize groups who have not been historically involved in Citywide planning such as Latinos Outdoors and Outdoor Outreach. The stakeholder network will serve in an as-needed capacity on the Project and will provide meaningful input on behalf of the groups they represent and their interests, and they will be an important resource for community engagement and outreach. Honoraria stipends are included in the funding request for this Project to support these collaborations and incidental costs incurred by the partners.

Following the formation of the Project team and stakeholder network, the City will initiate the community engagement and data collection phase. This effort will rely heavily on the Project partners and stakeholder network to organize volunteers to conduct a field survey of the existing trail systems and provide education outreach materials to the communities. Every officially recognized trail will be walked and documented using GPS equipment to determine the existing trail condition, identify gaps in the existing trail network, points of public access including coastal access, opportunities for recreation for all age groups, and areas vulnerable to climate change impacts including sea level rise. The COSD will coordinate with Outdoor Outreach and San Diego Canyonlands to develop STEM-focused volunteer opportunities for local high school students, and this will hopefully provide inspiration for these students to consider careers in public service or STEM. Students will have the opportunity to walk and document trails with City park rangers, biologists, and planners and learn about the native flora and fauna within their communities. It is envisioned that a pool of volunteers will complete the field survey consisting of local high school or college students, members of community-based organizations, and local non-profits under the guidance of the Project team.

In addition to the field survey serving as a data collection exercise, the survey will also provide an opportunity for public engagement on the trails with community members who encounter the survey volunteers to learn about the purpose and goals of the Project. The results of the field survey will be analyzed and documented in the Report. This report will inform the future development of a Citywide TMP, which aims to establish goals and policies needed to ensure an equitable Citywide trail system that promotes sustainable public access to the City's valuable open spaces, including the coastline and beaches.

Data collection activities will also require technical support from a qualified consulting firm. To adequately consider the potential effects of climate change on the proposed TMP and ensure a sustainable Citywide trail system, multiple collections of data will be gathered in consultation with experts experienced in climate change resiliency planning to identify areas expected to be at the greatest risk from climate change impacts. This data will be collected from publicly available sources, but if there are gaps in publicly available data or it's deemed insufficient for this Project, the City will issue a contract to a consulting firm

EXHIBIT A

experienced in data collection and modeling to gather the environmental data needed to complete a thorough climate change impact analysis.

In addition to data collection work during this phase, the Project team will also begin coordinating regular outreach and engagement efforts to seek community input and feedback on trails and public access in the City that will serve as qualitative data in the Report. Outreach activities such as regional workshops, community popups, and door knocking campaigns will educate the public on the need for a Citywide TMP, the goals of the TMP, and how this will affect their communities in the future. These events will also help the City gather input on how the community utilizes the existing trail system and how it can be improved. This input is essential for setting the stage for an equitable, Citywide TMP.

Once data collection is complete, the Planning Department, with the support of a consulting team, will prepare the draft Report. When the first draft is available, the Planning Department will distribute copies of the draft to the CCC, every partner on the Project, and it will be made publicly available on the Planning Department's website. Stakeholders who served in a volunteer capacity on the Project will be invited to review and comment on the report. The Planning Department will seek feedback on the first draft from all these parties, and once received, comments will be addressed in a letter sent to commenters from the Planning Department. Following the incorporation of comments and suggested edits, the Report will be finalized. A final copy of the Report will be provided to the CCC, all project partners, and all stakeholders who contributed to the Project, as well as published on the Planning Department's website. The Planning Department will continue gathering comments from the public on the report through the duration of the TMP development.

Before the end of the grant term, the COSD will propose amendments to community plans to update policies related to equitable multimodal access to the coast and other open spaces throughout the City. This effort will propose new policies in the community plans and updated policies to the LCPs established in the City's coastal community plans to highlight the new goals and vision encompassed by the TMP and other COSD equitable planning initiatives. At a minimum, the Report will be cited in the proposed LCP amendment language as a source of information to guide the implementation of new policies as it relates to trail planning and development. The COSD will work in coordination with the CCC to draft the proposed policy amendment prior to bringing the amendments forward to the City Council for consideration and eventual submittal to the CCC for approval and adoption.

B. TASKS

Task 1. Initial Outreach and Network Formation is the first step and will include engaging with key stakeholders and organizing a project team to kick off the project. The City's Planning Department staff will be the primary entity overseeing the implementation of this project.

EXHIBIT A

- **Task 1.1 - Identify project stakeholders** begins with information-gathering by the Planning Department and its existing network. Together, this team will brainstorm, research, and consolidate a list of all possible stakeholders who may be interested in contributing to the development of the Report. Currently, COSD has identified several organizations with a stake in the trails system, and this list will grow as additional outreach is conducted. A list of potential stakeholders is included below:

Casa Familiar
Climate Action Campaign
Environmental Health Coalition
Mid-City CAN (Community Advocacy Network)
San Diego Urban Sustainability Coalition (SDUSC)
The Greenlining Institute
Eastern Area Community Planning Group
Southeastern San Diego Planning Group
Chollas Valley Planning Group
Black Girls Hike
Friends of Rose Canyon
Friends of Balboa Park
Friends of Los Penasquitos Canyon
Friends of Tecolote Canyon
Mission Trails Regional Park Foundation
Environmental Center of San Diego
Los Penasquitos Lagoon Foundation
San Dieguito River Park Joint Powers Authority
Groundwork San Diego
Outdoor Outreach
San Diego Canyonlands
San Diego Coastkeeper
Sierra Club
Bayview Community Development Corporation
City Heights Community Development Corporation
Bike San Diego
Chollas Creek Coalition
Latinos Outdoors
San Diego Audubon Society
San Diego Mountain Biking Association
Kumeyaay Diegueno Land Conservancy (KDLC)
The Surfrider Foundation
Outdoor Afro
San Diego Foundation
Environmental Center of San Diego (ECO)
Disabled Hikers

- **Task 1.2 - Recruit stakeholders, partners, and collaborators** through calls, emails, and face-to-face meetings. COSD will prioritize and target networks that support diversity in the region such as Outdoors Outreach as well as neighborhood leadership.

- **Task 1.3 - Convene a project team to kick off the Project** by orienting the group to the Project goals, collectively determining strategies for outreach and engagement, setting the course and timeline for interactions, and vetting priorities through the group. COSD will lead this kickoff meeting alongside any collaborators that have volunteered for a heightened role in the Project.

- **DELIVERABLES:** By November 29, 2023, COSD will have completed:
    - Established commitments from the three project partners and network of stakeholders.
    - Project team rosters with corresponding roles and identified geographic leads.
    - A community outreach timeline and engagement strategy

EXHIBIT A

Task 2. Community engagement and data collection is essential to conducting a thorough qualitative and quantitative analysis to effectively inform the TMP and advance the goals of the PMP.

- **Task 2.1 - Conduct Neighborhood Outreach** concurrently with the existing trail field survey. Information flyers for the Project will be posted at surveyed trailheads if feasible, and door hangers with project information will also be left at residences surrounding trail entrances and points of public access to bring awareness to the Project and inform residents of ways they can get involved. Face-to-face interactions will also be encouraged during the field survey by engaging with trail users and community members who are curious about the survey work. COSD staff and project volunteers from Task 1 will conduct this neighborhood-centered interaction.

- **Task 2.2 - Participate in and/or schedule community events** by coordinating with community organizations, participating in existing community events (like markets and festivals), and planning additional engagement opportunities like popup events at popular spaces within the community. Coordinating with community organizations in every region within the City and consulting with experts experienced in developing creative strategies for engaging with historically underrepresented communities will be critical to ensuring the future TMP is equitable.

- **Task 2.3- Data collection will include both qualitative and quantitative data.** The first data collection activity that will be initiated is the field survey of the existing City trails. City staff including park rangers, biologists, and planners will accompany pairs of volunteers to survey and document existing trail conditions using GPS software. The qualitative dataset will be composed of the field survey results, feedback from the communities, and input from the Project team including the stakeholder network. The quantitative dataset will be composed of environmental impact data on the future trail system, existing trail condition and usage data, and the field survey results. The entire Project team will be involved in completing this task.

- **DELIVERABLES:** By July 1, 2024, COSD will have hosted at least 18 in-person community engagement events and at least one additional targeted popup event within at-risk communities, in addition to the following:
    - Data collection that includes both qualitative and quantitative data to inform and equitable and sustainable TMP.
    - A community engagement summary report of recommendations and issues to consider.
    - Complete field survey and dissemination of Project information, purpose, and goals to neighborhoods within the field survey study area.

EXHIBIT A

Task 3. Drafting and finalizing the Report will inform the future COSD's Citywide TMP and will be incorporated into future community plan/LCP updates. Finalization of the Report will not be completed until stakeholder comments are received. The report will discuss the community engagement and climate change vulnerability/resilience findings gathered in Task 2.

- **Task 3.1 - Create a first draft of the Report** in accordance with the conversations and input received from community engagement activities and field work performed in tasks 2 and 3.1. Support from technical consultants will be needed to draft the Report with input from COSD and the Project team.

- **Task 3.2 - Gather comments on the first draft of the Report** by maintaining open lines of communication with stakeholder groups and hosting discussion meetings with the Project team. The first draft of the Report will also be provided to the CCC for review. COSD will host at least one virtual meeting with CCC staff to gather input and feedback on the draft report. COSD will oversee the collection of comments and will compile summaries of different comments that will inform revisions.

- **Task 3.3 - Revise and release the final Report** to project team members, stakeholders, and the CCC. The Report will also be published on the Planning Department's website and will be presented to the City Council's subcommittees as an information item to maintain opportunities for public input.

- **DELIVERABLES:** Report drafts will be prepared by the deadlines below:

    - The first draft of the Report will be prepared by July 1, 2024
    - The final draft of the Report will be completed by September 30, 2024.

Task 4. Coordination with CCC staff during the development of the TMP. COSD will be developing the Trails Master Plan using funding from a separate grant. That project includes its own separate set of tasks and outreach processes. However, as part of this CCC-funded project, COSD staff will meet with CCC staff a minimum of two times during the development of the TMP to ensure that goals, projects, etc. identified in the TMP are consistent with Coastal Act requirements and will lead to successful development and adoption of a proposed LCP amendment (Task 5).

- **DELIVERABLES:** completion of a minimum of two coordination meetings with CCC staff during the development of the TMP.

Task 5. Amend Community Plans and Update LCP Policies by drafting new policy language and revised trail figures that promote implementation of the goals outlined in the TMP that were

EXHIBIT A

guided by the findings of the Report. The CCC will have an opportunity to review and comment on the draft policy language before it's brought to the City Council for approval and adoption which will amend the community plans.

- **DELIVERABLES:** It's expected that the new policies will be brought to the City Council for approval and adoption by June 30, 2027.
    - Draft LCP policy language by November 30, 2026
    - Revised/Final policy language for City Council hearing by June 30, 2027
    - Submittal of locally adopted LCP language to the Coastal Commission by August 1, 2027

C. SCHEDULE

Project start/end dates:

Task 1. Initial Outreach and Network Formation		**Start Date**	**End Date**
1.1 Identify project stakeholders		10/16/2023	10/30/2023
1.2 Recruit stakeholders, partners, and collaborators		10/30/2023	11/13/2023
1.3 Project kickoff		11/13/2023	11/29/2023
Outcome/Deliverables:			
	A. Established commitments with 3 project partners and network of stakeholder	11/13/2023	
	B. Project team rosters with corresponding roles and identified geographic leads	11/29/2023	
	C. Community outreach timeline and engagement strategy	11/29/2023	
Task 2. Community engagement and data collection		**Start Date**	**End Date**
2.1 Conduct neighborhood outreach		11/13/2023	1/15/2023
2.2 Participate in and/or schedule community events		11/13/2023	7/1/2024
2.3 Data collection		11/13/2023	7/1/2024
Outcome/Deliverables:			
	D. Data compilation including qualitative and quantitative data	7/1/2024	
	E. Community engagement summary report following the participation in at least 18 outreach events		
	F. Complete field survey and dissemination of project information to neighborhoods		
Task 3. Drafting and finalizing the Report		**Start Date**	**End Date**
3.1 Create a first draft of the Report		3/15/2024	7/1/2024
3.2 Gather comments on the first draft of the Report		7/1/2024	8/3/2024
3.3 Revise and release the final Report		8/3/2024	9/30/2024
Outcome/Deliverables:			
	G. First draft of the Report	7/1/2024	
	H. Final draft of the Report	9/30/2024	
Task 4. Coordination with CCC staff during TMP development		**8/31/2024**	**6/30/2026**

EXHIBIT A

Outcome/Deliverables:			
	I. Meeting 1 with CCC staff on TMP	~February 2025	
	J. Meeting 2 with CCC staff on TMP	~February 2026	
Task 5. Amend Community Plans and Update LCP Policies		**6/30/2026**	**8/1/2027**
Outcome/Deliverables:			
	K. Draft LCP language	11/30/2026	
	L. Revised/Final LCP language for City Council	6/30/2027	
	M. Submittal of adopted LCP language to CCC	8/1/2027	

D. BENCHMARK SCHEDULE

BENCHMARK	ACTIVITY	COMPLETION DATE
1	Initial outreach and network formation	11/29/2023
2	Community engagement and data collection	7/1/2024
3	Complete a first draft of the Report and address feedback and comments	8/3/2024
4	Finalize and distribute the Report	9/30/2024
5	Amend Community Plans and Update LCP Policies	8/1/2027

EXHIBIT A1

DEFINITIONS

1. The term “Agreement”; this Grant Agreement.

2. The term “Budget Act”; the annual enacted version of the Budget Bill which makes appropriations for the support of the government of the State of California.

3. The term “Chief Deputy Director”; the Chief Deputy Director of the Commission.

4. The terms “Commission” or “Coastal Commission” and the acronym “CCC” all refer to the California Coastal Commission.

5. The term “Executive Director”; the Executive Director of the Commission.

6. The term “Grant” or “Grant Funds”; in the case of LCP grants, the money provided by the California Climate Investments program or, in the case of Public Education grants, sales and renewals of the WHALE TAIL® Specialty License Plate, or California’s Voluntary Tax Check-Off Program, or General Fund/Local Assistance, and administered by the Coastal Commission to the Grantee pursuant to this Agreement.

7. The term “Grant Manager”; the representative of the Commission with authorization per the Executive Director to administer and provide oversight of the Grant.

8. The term "Grantee"; an applicant who has a signed agreement for Grant Funds.

9. The term "Project"; the activity described under the Scope of Work, attached as EXHIBIT A, to be accomplished with Grant Funds.

10. The term “Project Budget”; the Commission approved cost estimate submitted to the Commission’s Grant Manager for the Project. The Project Budget shall describe all labor and material costs of completing each component of the Project. The Project Budget shall contain itemized amounts permissible for each item or task described in the Scope of Work. The Project Budget must include the set administrative and indirect costs agreed upon by the Parties if applicable.

11. The term “Public Agency”; any State of California department or agency, a county, city, public district or public agency formed under California law.

12. The term “Scope of Work” refers to EXHIBIT A, including the approved Project Description, Tasks, and Schedules.

13. The term “Termination Date”; the date by which all activity for the project must be concluded, as specified in the signature page of this Agreement. Work performed after this date cannot be reimbursed.

EXHIBIT B

BUDGET

Jurisdiction Name	*CCC Grant Total*	*Match/Other Funds*	*Total*
LABOR COSTS			
City Staff Labor			
Task 1 – Initial Outreach and Network Formation	$19,654.00	$38,472.00	$58,126.00
Task 2 – Community engagement and data collection	$49,134.00	$96,180.00	$145,314.00
Task 3 – Draft and finalize Report	$29,480.00	$57,709.00	$87,189.00
Task 4- Coordination w/ CCC Staff During TMP Development	-	$11,925.60	11,925.60
Total Labor Costs	**$98,268.00**	**$204,286.60**	**$302,554.60**
DIRECT COSTS			
Project Supplies			
Stationary materials for door hangers, informational flyers, fact sheets, and other as-needed stationary and incidental meetings supplies	$10,000.00	-	$10,000.00
Field survey equipment	$12,885.00	-	$12,885.00
Total	**$22,885.00**	**-**	**$22,885.00**
Travel In State			
Mileage	-	$2,520.00	$2,520.00
Transportation stipends for community members	$2,000.00	-	$2,000.00
Total	**$2,000.00**	**$2,520.00**	**$4,520.00**
Consultants and Partners			
Task 1: Initial Outreach and Network Formation	$21,000.00	-	**$21,000.00**
Task 2: Community Engagement and Data Collection	$325,000.00	-	**$325,000.00**
Task 3: Draft and Finalize Report	$30,000.00	-	**$30,000.00**
Total	**$376,000.00**	**-**	**$376,000.00**
Grand total	**$499,153.00**	**$206,806.60**	**$705,959.60**

EXHIBIT B1

BUDGET DETAIL AND PAYMENT PROVISIONS
(Local Coastal Programs)

1. **Request for Funds**

A. For performance of activities satisfactorily rendered during the term of this Agreement (as specified in EXHIBITS A and B), and upon receipt and approval of the Request for Funds Form described below (also referred to as the "RFF Form"), the Commission agrees to reimburse Grantee for actual expenditures incurred in accordance with the rates specified herein or attached hereto.

B. Grantee shall submit each RFF form no more frequently than monthly (except as requested by the Commission) but no less frequently than quarterly (assuming activity occurred within that quarter) in arrears via email to your LCP grant coordinator or mailed in triplicate to:

California Coastal Commission
Attn: Mary Matella
Statewide Planning Division
455 Market St. Suite 300
San Francisco, CA 94105

C. Each RFF form shall contain the following information:

1. Grantee's name and address as shown in this Agreement.
2. Invoice number and date of the RFF
3. Time period covered by the RFF form during which work was actually done.
4. Agreement number as shown on this Agreement.
5. Original signature of the Grantee, specifically the Project Representative, as identified in EXHIBIT A.
6. Itemized costs by tasks and source of funds as listed in the Scope of Work for the billing period in the same or greater level of detail as indicated in the Project Budget (see EXHIBIT B), with supporting documentation. Only those costs and/or cost categories expressly identified in this Agreement may be reimbursed.
7. Remaining balance listed by task number from the Scope of Work including the cumulative expenditures to date, the expenditures during the reporting period, and the unexpended balance of funds under this Agreement.
8. The total amount of all other funds, including matching funds, under the Grantee Matching Funds section of the RFF.

EXHIBIT B1

D. Attached to the RFF form, the Grantee shall submit a supporting progress report summarizing the work that was completed during the invoice period and the current status of the work for which disbursement is sought, including work by any consultant, and comparing it to the status required by the Scope of Work (budget, timeline, tasks, etc.). Progress reports must be submitted no less frequently than on a quarterly basis, even if an RFF is not submitted.

E. Notwithstanding the foregoing, the Grant Manager of the Commission may request, and the Grantee shall provide, receipts or other source documents for any other direct expenditure or cost as described in the RFF form, as and when necessary to resolve any issue concerning reimbursement.

F. The Grantee's failure to fully execute and submit a RFF form, including attachment of supporting documents, may relieve the Commission of its obligation to disburse funds to the Grantee unless and until the Grantee corrects all deficiencies.

G. Any RFF form that is submitted without the required itemization and documentation will be considered "disputed" and will not be authorized. If the RFF form package is incomplete, inadequate or inaccurate, the Commission will inform the Grantee and will withhold payment until all required information is received or corrected. In the case of non-compliance, the Commission will issue a formal Invoice Dispute Notification [STD (209)] and take necessary action in resolving any disputed matter(s). Any penalties imposed on the Grantee by a consultant, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.

H. Grant Funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the Commission must occur within the term of the Grant Agreement and before the Termination Date.

I. The Grantee shall expend Grant Funds in the manner described in the Scope of Work and Project Budget approved by the State. Expenditure on items contained in the approved Project Budget may vary by as much as ten percent with prior approval by the Commission Grant Manager, provided the grantee first submits a revised Project Budget for the purpose of amending the Project Budget. In any event, the total amount of the Grant Funds may not be increased, except by written amendment to this agreement and only if approved by the Commission.

2. **Budget Contingency Clause**

A. It is mutually agreed that if the final Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the Grant Program, this Agreement shall be of no further force and

EXHIBIT B1

effect, and the Commission shall have no liability to pay any funds whatsoever to Grantee or to furnish any other consideration under this Agreement and Grantee shall not be obligated to continue performance under the provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Grant Program, the Commission shall have the option at its sole discretion to either cancel this Agreement with no liability accruing to the Commission or enter into an agreement amendment with Grantee to reflect the reduced amount.

3. **Prompt Payment Clause**

Payment will be made no later than 45 days following receipt of properly submitted, undisputed invoices except as otherwise set forth in, and in each case in accordance with, the California Prompt Payment Act, Government Code section 927, et seq.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the California Coastal Commission. Grantee may not commence performance until such approval has been obtained.

2. AMENDMENTS: This Agreement may only be amended by mutual agreement in writing between Grantee and the Commission. Any request by the Grantee for an amendment must state the amendment request and reason for the request and shall be submitted in writing, such as by email or letter. The Grantee shall strive to make requests immediately upon discovering that an amendment may be needed. No oral understanding or agreement not incorporated into the Agreement in writing is binding on the parties.

   Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Scope of Work (EXHIBIT A) and Project Budget (EXHIBIT B) approved by the Commission. In any event, the total amount of the Grant Funds may not be modified, except by written amendment to this Agreement. Any subsequent changes or additions to the Scope of Work and Project Budget approved by the Commission in writing are hereby incorporated by reference to this Agreement as though set forth in full in this Agreement. Changes to the grant term and/or the total amount of Grant Funds will require a formal amendment, while changes to Scope of Work (EXHIBIT A) and the Project Budget (EXHIBIT B) may be done through an informal amendment, found in EXHIBIT F.

3. ASSIGNMENT: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the Commission in the form of a formal or informal written amendment.

4. INDEMNIFICATION: Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all consultants, subconsultants, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

5. DISPUTES: Grantee shall continue with the responsibilities under this Agreement during any dispute.

6. NO CREATION OF AGENT RELATIONSHIP*:* Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C

7. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Grantee and its consultants, subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40*),* marital status, and denial of family care leave. Grantee and consultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and consultants shall comply with the provision*s* of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its consultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

   Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

8. CERTIFICATION CLAUSES: The GRANTEE CERTIFICATION CLAUSES contained in the document GCC-1/2019 are hereby incorporated by reference and made a part of this Agreement (EXHIBIT E) by this reference as if attached hereto.

9. TIMELINESS: Time is of the essence in this Agreement.

10. COMPENSATION: The consideration to be paid Grantee, as provided herein, shall be in compensation for all of Grantee's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

11. GOVERNING LAW: This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

12. ANTITRUST CLAIMS: The Grantee by signing this agreement hereby certifies that if services or goods are obtained through a public purchase by means of a competitive bid, the Grantee shall comply with the requirements of the Government Codes Sections set out below.

    a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

13. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

a. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

EXHIBIT C

b. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

14. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

15. PRIORITY HIRING CONSIDERATIONS: If this Agreement includes services in excess of $200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

16. AUDIT REQUIREMENTS AND FINANCIAL RECORDKEEPING: Commission projects are subject to audit by the State annually and for three (3) years following the payment of Grant Funds. Accordingly, Grantee shall maintain orderly, accurate and complete documents and records of all financial accounts, costs, disbursements, receipts and other matters relating to this Agreement consistent with the policies outlined in EXHIBIT C, hereto, for the Project and shall make them available to the State or the Commission for auditing, inspecting and copying at reasonable times. Grantee agrees to allow the auditor(s) to interview any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896). Grantee shall also retain such documents and records for three (3) years after final payment and one (1) year following an audit unless a longer period of records retention is stipulated. The documents for audit should be retained onsite.

Grantee shall use applicable Generally Accepted Accounting Principles published by the American Institute of Certified Public Accountants.

If Grantee stated in the Project Budget that other sources of funding will be used to complete the Project, the Grantee shall establish internal systems to track expenditures of matching or in-kind funds on a regular basis and will make the documentation available to the Commission upon request.

EXHIBIT D

Special Terms and Conditions

1. PROJECT EXECUTION:

   A. Grantee shall complete the Project before the Termination Date.

   B. Subject to the availability of funds, the Commission hereby grants to the Grantee the sum $499,153.00 (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.

   C. Prior to the commencement of any Project work, Grantee agrees to submit in writing to the Commission for prior approval any deviation from the original Scope of Work pursuant to EXHIBIT A and the Project Budget pursuant to EXHIBIT B. Changes in the Scope of Work or Project Budget must continue to ensure timely and effective completion of the Project, including where applicable a new or updated Local Coastal Program for certification by the Commission. Any modification or alteration in the Scope of Work or Project Budget on file with the Commission must be submitted to the Commission for approval. Changes to the Scope of Work or Project Budget shall require an amendment to this Agreement (see “Amendments” under EXHIBIT C).

   D. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.

   E. As applicable, Grantee shall ensure that Project work excludes any and all Project work that was funded through previously awarded grants or the matching funds identified through previously awarded grants so as to ensure that current grant funding is not duplicative of previous grant funding. Such grants include, but are not limited to, WHALE TAIL® Grants, grants previously awarded by the Coastal Commission, grants awarded by the Ocean Protection Council as well as grants awarded by the State Coastal Conservancy.

   F. Final invoicing shall be submitted promptly following the termination date of the grant or upon a date mutually agreed upon by the Grantee and the Grant Manager.

   G. Grantee certifies that the Project does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, the California Coastal Act, health and safety codes, and disabled access laws.

EXHIBIT D

2. POTENTIAL CONSULTANTS/CONTRACTORS

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Commission and any consultants, and no contract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible for the acts and omissions of its consultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its consultants is an independent obligation from the Commission's obligation to make payments to the Grantee. As a result, the Commission shall have no obligation to pay or to enforce the payments of any moneys to any consultants.

The Grantee agrees to include in any agreement with any consultant and/or subconsultant under the Grant Project terms that preserve the rights, interests, and obligations for the benefit of the Commission and its funding sources as described in EXHIBIT C ("General Terms and Conditions") and EXHIBIT D/D1/D2 ("Special Terms and Conditions") of this Grant Agreement.

If all or any part of the Project to be funded under this Agreement will be performed by third parties under contract with the Grantee, prior to executing an agreement for services, the Grantee shall inform the Grant Manager of the selection of the third party.

Grantees seeking subcontractors under this Agreement to perform any services exceeding the cost of $10,000.00 shall select those contractors pursuant to a process that seeks three competitive quotations or adequate justification for the absence of bidding.

All consultants and subcontractors are subject to all terms and conditions of this agreement in accordance with the California State Contracting Manual. Consultants seeking travel reimbursement see "Travel Reimbursement" clause below.

3. TRAVEL REIMBURSEMENT

The Commission will reimburse travel and related expenses at actual costs not to exceed the State rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations. Grantees may seek reimbursement for any travel expenses that are in excess of these state rates, but only if the Grantee has received *prior* written approval of the Commission's Chief Deputy Director or his/her designee permitting the expenses in excess of state rates on the basis that state rates were not reasonably available. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented state employees as of the date the cost is incurred. Receipts will be required for all travel related reimbursements. All travel costs are inclusive within the budgeted amount referenced in this Agreement. Grantees shall ensure that travel and related expenses, including Grantee's consultant and subconsultant travel and related

EXHIBIT D

expenses, submitted to the Commission for reimbursement, do not exceed the State rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations, unless prior written approval permitting the expenses to be in excess of state rates was obtained, as noted above.

4. PROPERTY PURCHASED

The Grantee agrees to continue using property purchased under this Agreement for the purposes outlined in this Agreement or similar activities until it is fully consumed (*i.e.*, is either fully distributed, damaged, worn-out, or becomes obsolete).

Grantees shall receive prior authorization in writing by the Commission before reimbursement for any purchase order or subcontract exceeding $10,000.00 for any articles, supplies, equipment, or services. The contractor shall provide in the request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost and the reasonableness of the price or cost.

5. SETTLEMENT OF DISPUTES

If the Grantee believes that there is a dispute or grievance between Grantee and the Commission arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue with the Commission's Grant Manager. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

If the issue cannot be resolved directly with the Grant Manager, the Grantee shall submit, in writing, a grievance report together with any evidence to the Chief Deputy Director of the Commission. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) days after receipt of the grievance report, the Chief Deputy Director, or his/her designee, shall meet in person or via phone with the Grantee and the Grant Manager for purposes of resolving the dispute. The decision of the Chief Deputy Director following such a meeting shall be final.

6. WAIVER AND RELEASE

Grantee hereby waives all claims and recourses against the Commission, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except for claims for reimbursement of costs due under this Agreement, recovery of which shall be limited to the total amount properly incurred hereunder and in no event exceed the total amount of Grant Funds provided for hereunder. Grantee acknowledges that it is solely responsible for its compliance with the terms of this Agreement.

EXHIBIT D

7. REALLOCATION OF FUNDS

If Grantee fails to meet the performance criteria and/or Benchmarks in this Agreement, the Executive Director or his designee may immediately upon written notice cancel this Agreement or request to amend the Agreement, and as feasible, re-allocate any unspent funds to one or more of the other approved Grantees that needs additional funding or whose grant was not fully funded.

Should a Grantee not need the full amount of funds awarded by the Commission, they shall notify the Grant Manager as soon as possible so that any remaining allocated but unspent funds may be redistributed, as feasible. In addition, should Grantee fail to enter into an agreement necessary for its performance hereunder in a timely manner, the Executive Director or his designee may, upon Commission approval, reallocate funds to supplement an already awarded grant.

8. SURVIVAL

The obligations in the "INDEMNIFICATION" and "AUDIT REQUIREMENTS AND FINANCIAL RECORDKEEPING "clauses of the General Terms and Conditions (EXHIBIT C), and in the "ACKNOWLEDGMENT" and "WORK PRODUCT" clauses in the Special Terms and Conditions (EXHIBIT D1), as well as any other provisions in this Agreement that by their nature are intended to survive termination or expiration, shall survive the termination of this Agreement.

9. WAIVERS GENERALLY

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different or subsequent breach by either party.

10. EXECUTIVE DIRECTOR'S DESIGNEE

The Executive Director shall designate a Commission staff Grant Manager who shall have authority to act on behalf of the Executive Director with respect to this Agreement. Grantee shall be notified of such designation in writing.

EXHIBIT D1

Local Coastal Program (LCP) Terms and Conditions

Definitions

1. The term "Benchmark"; specific tasks or project deliverables identified in the Scope of Work as approved by the Commission.

2. The term "Disadvantaged Community" refers to communities identified by the California Environmental Protection Agency as the top 25% most impacted census tracts in CalEnviroScreen 4.0, a screening tool used to help identify communities disproportionally burdened by multiple sources of pollution and with population characteristics that make them more sensitive to pollution.

3. The term "General Fund" or the acronym "GF" all refer to the General Fund.

4. The term "LCP" refers to Local Coastal Program.

5. The term "Local Coastal Program Local Assistance Grant Program" refers to the Coastal Commission's grant program to support local governments in planning for sea level rise and climate change, and developing new or updating existing Local Coastal Programs (LCP), consistent with the California Coastal Act. *CA Code of Reg. Title 14 Division 5.5 Ch. 8 Sub. 2*

6. The term "Low-Income Community" refers to communities and households that are found within census tracts and households, respectively, that are either at or below 80 percent of the statewide median income, or at or below the threshold designated as low-income by the California Department of Housing and Community Development's adopted list of state income limits.

7. The term "Materials"; all data, plans, drawings, specifications, surveys, studies, and other written or graphic work produced in the performance of this Agreement and are identified as "deliverables" in the Scope of Work of this Grant Agreement.

8. The term "Other Sources of Funds"; cash or in-kind contributions that are required or used to complete the Project beyond the Grant Funds provided by this Agreement.

9. The term "Pooled Money Investment Account" (PMIA) refers to the account through which the State Treasurer invests taxpayers' money to manage the State's cash flow and strengthen the financial security of local governmental entities. The rate of interest earned on the Pooled Money Investment Account serves as a benchmark for setting interest rates in several provisions of state law, and is the rate that is used for purposes of this Agreement. *GC Title 2. Government of the Statute of CA [8000-22980], Division 4. Fiscal Affairs [16100-1777], Part 2. State Funds [16300-16649.95], Ch. 1.16314*

EXHIBIT D1

10. The term “Request for Funds Form” or “RFF Form”; the form that will be submitted requesting payment and which is described in EXHIBIT B1.

11. The term “Round 1” refers to the Commission’s first round of LCP grant funding that commenced in Fiscal Year 2013-2014 under the Local Coastal Program Local Assistance Grant Program.

12. The term “Round 2” refers to the Commission’s second round of LCP grant funding that commenced in Fiscal Year 2014-2015 under the Local Coastal Program Local Assistance Grant Program.

13. The term “Round 3” refers to the Commission’s third round of LCP grant funding that commenced in Fiscal Year 2016-2017 under the Local Coastal Program Local Assistance Grant Program.

14. The term “Round 4” refers to the Commission’s fourth round of LCP grant funding that commenced in Fiscal Year 2017-2018 under the Local Coastal Program Local Assistance Grant Program.

15. The term “Round 5” refers to the Commission’s fifth round of LCP grant funding that commenced in Fiscal Year 2018-2019 under the Local Coastal Program Local Assistance Grant Program.

16. The term “Round 6” refers to the Commission’s sixth round of LCP grant funding that commenced in Fiscal Year 2019-2020 under the Local Coastal Program Local Assistance Grant Program.

17. The term “Round 7” refers to the Commission’s seventh round of LCP grant funding that commenced in Fiscal Year 2021-2022 under the Local Coastal Program Local Assistance Grant Program.

18. The term “Round 8” refers to the Commission’s eighth round of LCP grant funding that commenced in Fiscal Year 2022-2023 under the Local Coastal Program Local Assistance Grant Program.

19. The term “Sea Level Rise Guidance” refers to the Coastal Commission’s Sea Level Rise Policy Guidance document adopted in August 2015 and updated in 2018. The document provides an overview of best available science on sea level rise for California and recommended steps for addressing sea level rise in Coastal Commission planning and regulatory actions under the Coastal Act.

EXHIBIT D1

LCP Terms and Conditions

1. PURPOSE OF GRANT FUNDING

Grant funds shall be used to fulfill the goals of the California Climate Investments program, including planning for strategies to reduce greenhouse gas emissions, adapt to the impacts of climate change, and maximize benefits to disadvantaged and low-income communities.

2. ACKNOWLEDGEMENT

In order to acknowledge the Commission's support of the project, the Commission's name and logo shall be included in a prominent location in all materials related to the LCP Grant Project, including, but not limited to: Grantee reports or website postings about the grant program; draft and final work products, such as vulnerability assessments, adaptation plans, land use plans and implementation plans; and public outreach-related materials, including workshop announcements, press releases, contacts with the media, signage, invitations, and other media-related and public outreach products. Less formal materials, such as stakeholder participation rosters and outreach agendas, do not need to include acknowledgement of Commission support. The Grantee shall include in any agreement with any consultant or subconsultant under the LCP Grant Program terms that preserve the rights, interests, and obligations created by this section, and that identify the Commission as third-party beneficiaries of those provisions. The Commission shall have the right to republish any material generated as a result of this Agreement.

3. WORK PRODUCT

It shall be the Commission's Grant Manager's sole determination as to whether grant materials (*i.e.*, project deliverables in Scope of Work) have been successfully completed and are acceptable to the Commission. The Commission reserves the right to withhold reimbursement under the REIMBURSEMENT clause for materials deemed incomplete or substandard. For materials that constitute LCPs, including Land Use Plans and Implementation Plans, the standard of review in determining whether a LCP is successfully completed and acceptable as a work product under the Scope of Work of this Grant Agreement, is the Coastal Act.

The Grantee agrees that all materials are subject to the unqualified and unconditional rights of the Commission as set forth in this section. The Commission shall have the right to reproduce, publish, display and make derivative use all such work, or any part thereof, free of charge in any manner and for any purposes whatsoever and to authorize others to do so. If any of the work material is subject to copyright, trademark, service mark, or patent, the Commission is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of

EXHIBIT D1

derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

Grantee agrees that it shall use the materials developed with Grant Funds only for the purpose for which the Grant Funds were requested and no other use of the materials shall be permitted (including use of the work produced under this Agreement for any profit-making venture, or the sale or grant of rights thereto for that purpose) except as otherwise agreed to in an Amendment.

Grantee must certify the materials developed with Grant Funds under this Agreement shall remain available for public request. This Agreement shall not prevent the transfer of the materials from the Grantee to a Public Agency if the successor Public Agency assumes the obligations imposed by this Agreement.

If the use of the materials is changed to a use that is not permitted by the Agreement, or if the materials are sold or otherwise disposed of, at the Commission's sole discretion, an amount equal to (1) the total amount of the Grant Funds, or (2) the proceeds from the sale or other disposition, whichever is greater, shall be promptly reimbursed to the Commission by Grantee.

The Grantee agrees to include in any agreement with any consultant and/or subconsultant under the Grant Project terms that preserve the rights, interests, and obligations created by this section, and that identify the Commission as a third-party beneficiary of those provisions.

Commission staff will be available to support the development of the Project through regular coordination and assistance. Commission staff support includes regular coordination meetings, timely review of reports, and participation in stakeholder advisory groups, as feasible, to ensure timely and successful completion of the Project.

4. PUBLIC ENGAGEMENT and TRIBAL CONSULTATION

Public outreach shall target all interested members of the public, including visitors and other non-residents to the maximum extent feasible for the purpose of meaningful engagement in policy development, technical studies, and other tasks conducted pursuant to the grant Project. All public outreach activities related to the Project shall, to the maximum extent feasible, proactively engage those who already face disproportionate environmental burdens or vulnerabilities to environmental hazards, and/or those who come from communities of existing social inequalities, including members of the public and organizations from the following communities: disadvantaged communities, communities of color and/or low income, communities with low capacity to adapt to climate change, and communities not in close proximity to the shoreline but who visit and recreate there. Outreach activities shall seek to provide maximum opportunities for these groups to engage with and provide input on the tasks

EXHIBIT D1

of the Project. Grantees shall also seek to engage with California Native American Tribes in line with the Coastal Commission's Tribal Consultation Policy (adopted August 2018).

5. REIMBURSEMENT

Complete reimbursement of Task funds under this Agreement will be dependent upon successful completion of the Task deliverable(s) of this Agreement. Grantee agrees that up to 20% of each Task and the total Task Budget hereunder may not be reimbursable until each Task and all final Task deliverables have been completed, delivered by the Grantee to Commission Staff, and accepted by the Commission's Grant Manager.

6. DIGITAL AND PAPER SUBMITTAL OF MATERIALS

Prior to the Executive Director's determination and reporting of certification pursuant to Section 13544 of the California Code of Regulations of a grant-funded LCP project, grantees shall submit LCP documents and maps in both paper and editable digital format to the Coastal Commission.

7. INSURANCE

Throughout the term of this Agreement, for the life of any asset funded by the grant monies awarded pursuant to this Agreement, or for any period of project implementation after the termination date of this Agreement, the Grantee shall maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the Grantee or its agents, representatives, employees, volunteers, or consultants associated with the Project undertaken pursuant to this Agreement.

If the Grantee provides funds to any consultants to accomplish any of the work of this Agreement or provides grant funds to any contractor to carry out a project under this Agreement, the Grantee shall first enter into an agreement with each consultant requiring it to obtain and maintain liability and property-damage insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the consultant, or its agents, representatives, employees, or volunteers, associated with the project undertaken pursuant to this Agreement. As an alternative, with the written approval of the Executive Director, the consultant may satisfy the coverage required by this section in whole or in part through its participation in a "risk management" plan, self-insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section. Required insurance shall be maintained from the commencement date through the Termination Date of any work undertaken by the consultant under the approved Scope of Work.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

EXHIBIT D1

1. Insurance Services Office ("ISO") Commercial General Liability coverage (occurrence Form CG 0001) or ISO Comprehensive General Liability form (1973) or comparable with Broad Form Comprehensive General Liability endorsement.
2. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).
3. Workers' Compensation insurance as required by the Labor Code of the State of California.

B. Minimum Limits of Insurance. Grantee shall maintain coverage limits no less than:

1. General Liability: (Including operations, products and completed operations, as applicable)	$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this Agreement or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:	$1,000,000 per accident for bodily injury and property damage.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Director.

D. Required Provisions. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by certified mail, return receipt requested, has been given to the Executive Director. The general liability and automobile liability policies are to contain, or to be endorsed to contain, the following provisions:

1. The State of California, its officers, agents and employees are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Grantee; and with respect to liability arising out of work or operations performed by or on behalf of the Grantee including materials, parts or equipment furnished in connection with such work or operations.
2. For any claims related to this Agreement, the Grantee's insurance coverage shall be primary insurance with respect to the State of California, its officers, agents and employees.
3. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

EXHIBIT D1

E. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Commission and approved in writing by the Executive Director.

F. Verification of Coverage. The Grantee shall furnish the Grant Manager with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Grant Manager within 30 working days from the start date of the Grant Project. The Commission reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.

G. Premiums and Assessments. The Commission is not responsible for premiums and assessments on any insurance policy

8. COASTAL COMMISSION SEA LEVEL RISE GUIDANCE

Grantees shall use the Commission's Sea Level Rise Policy Guidance, Critical Infrastructure Guidance, Local Government Working Group Baseline SLR LCP policies, and other information to inform the development of sea level rise impact assessments, vulnerability assessments, and LCP Land Use Plan and Implementation Plan completion or updates.

9. VULNERABILITY ASSESSMENTS and ADAPTATION PLANNING

In addition to the general recommendations contained within the Commission's Sea Level Rise Policy Guidance, and unless otherwise provided in the Scope of Work of this Agreement, vulnerability assessment and adaptation planning work shall include: (1) analysis of storm and non-storm scenarios, including maximum daily and annual tidal inundation, (2) assessment of sea level rise vulnerability with and without key development that is currently vulnerable and/or protected by a revetment, such as Highway 1, railroad tracks, and/or a row of residences, (3) anticipated changes in beach width and other habitat areas under future sea level rise scenarios, (4) evaluation of the feasibility and effectiveness of various protection, accommodation, and retreat strategies, including nature-based adaptation strategies like living shorelines, sediment management, and beach nourishment,(5) evaluation of sea level rise vulnerability of existing and planned segments of the California Coastal Trail, (6) incorporation of the subject of environmental justice by, to the extent feasible, analyzing the differential impacts of sea level rise upon various demographics and community groups, and (7) consideration of the latest reports on sea level rise science and recommendations from the state of California, including Rising Seas in California (Griggs et al. 2017), the most recently adopted update to the State Sea-Level Rise Guidance, and the most recent version of the Safeguarding California Plan. Scenarios analyzed should include Medium-high Risk Aversion and Extreme Risk Aversion scenarios per the Commission's

EXHIBIT D1

Sea Level Rise Policy Guidance and the State Sea-Level Rise Guidance recommendations to aid in planning and understanding the worst-case scenario for projected time horizons.

10. COORDINATION OF SEA LEVEL RISE PLANNING WORK

Sea level rise work completed under the Local Coastal Grant Program shall be coordinated regionally to the extent feasible with other jurisdictions and entities working on sea level rise projects within the same county or broader regional area relevant for sea level rise adaptation, such as the watershed, littoral cell, or area with similar geologic characteristics. Entities working on sea level rise projects include, but are not limited to, the State Coastal Conservancy, the Ocean Protection Council, The Nature Conservancy, NOAA, and USGS. Coordination includes early coordination meetings among the different entities, sharing of technical analyses and lessons learned as well as consideration of regional adaptation policies, and development of LCP policies.

11. TERMINATION

Except as otherwise set forth in this Agreement, this Agreement may be terminated or suspended (a) by the Commission for any reason upon thirty (30) days prior written notice to the Grantee, (b) by Grantee for any reason upon thirty (30) days prior written notice to the Commission subject to the approval of the Commission in its sole discretion, and (c) immediately upon written notice by either party “for cause”. The term “for cause” shall mean that either the Grantee or the Commission fails to meet any material terms, conditions, and/or responsibilities of the Agreement.

In the event of a termination or suspension, the Grantee shall immediately stop work and take all reasonable measures to prevent further costs requiring reimbursement by the Commission. The Commission shall then only be responsible for any reasonable and non-terminable obligations incurred by the Grantee in the performance of this Agreement prior to the date of the notice to terminate or suspend, but not to exceed the balance of the total funds which remains unencumbered under this Agreement at the time of termination.

On or before the date of termination of this Agreement, whether terminated by the Grantee or the Commission, the Grantee shall provide the Commission with all work, material, data, information, and written, graphic or other work produced, developed or acquired under this Agreement (whether completed or partial), in appropriate, readily useable form.

The Grantee expressly agrees to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this Agreement.

EXHIBIT D1

The Grantee shall include in any agreement with any consultant retained for work under this Agreement a provision that entitles the Grantee to immediately suspend or terminate the agreement with the consultant for any reason on written notice.

Notwithstanding the foregoing, Grantee acknowledges (and waives any defense based on a claim) that monetary damages may not be an adequate remedy to redress a breach by Grantee hereunder and that a breach by Grantee hereunder may cause irreparable harm to the Commission. Accordingly, Grantee agrees that upon a breach of this Agreement by Grantee, the remedies of injunction, declaratory judgment and specific performance shall be available to the Commission.

EXHIBIT E

CERTIFICATION (GCC-1/2019)

The Grantee's signor CERTFIES UNDER PENALTY OF PERJURY that they are duly authorized to legally bind the Grantee to the clauses below. This certification is made under the laws of the State of California.

GRANTEE CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Grantee has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      1) the dangers of drug abuse in the workplace;
      2) the person's or organization's policy of maintaining a drug-free workplace;
      3) any available counseling, rehabilitation and employee assistance programs; and,
      4) penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      1) receive a copy of the company's drug-free workplace policy statement; and,
      2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the Coastal Commission determines that any of the following has occurred: (1) the Grantee has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Grantee certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Grantee within the immediately preceding two-year period because of Grantee's failure to comply with an order of a Federal court which orders Grantee to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

EXHIBIT E

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Grantee hereby certifies that Grantee will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

   Grantee agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

   Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Grantee hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

   a. All Grantees contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Grantee further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The Grantee agrees to cooperate fully in providing reasonable access to Grantee records, documents, agents or employees, or premises if reasonably required by authorized officials of the Coastal Commission, the Department of Industrial Relations, or the Department of Justice to determine Grantee compliance with the requirements under paragraph (a).

EXHIBIT E

7. DOMESTIC PARTNERS: For Grantee Agreements of $100,000 or more, Grantee certifies that the Grantee and/or its subcontractors/consultants are in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For Grantee Agreements of $100,000 or more, Grantee certifies that Grantee is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

   Current State Employees (Pub. Contract Code §10410)

   1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
   2) No officer or employee shall contract on his or her own behalf as an independent Grantee with any state agency to provide goods or services.

   Former State Employees (Pub. Contract Code §10411):

   1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the agreement while employed in any capacity by any state agency.
   2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

   If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (PCC 10420)

EXHIBIT E

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Grantee assures the State that it complies with 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.)

4. GRANTEE NAME CHANGE: An amendment is required to change the Grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
   a. When agreements are to be performed in the state by corporations, the Coastal Commission will be verifying that the Grantee is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Grantee performing within the state not be subject to the franchise tax.
   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. The Coastal Commission will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated

EXHIBIT E

by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all Grantees that are not another state agency or other government entity.

EXHIBIT F

INFORMAL AMENDMENT

Amendment to _____

1. This amendment (the "Amendment") is made by _____ and _____, parties to the agreement _____ dated (the "Agreement").

2. As of _*(date)*_, the Agreement is amended as follows:
_____

3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

Signed and Agreed:

Representative of _____

By: _____
Printed Name: _____
Title: _____
Dated: _____

Representative of Coastal Commission:

By: _____
Printed Name: _____
Title: _____
Dated: _____

City of San Diego

CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A.*

A. BID/PROPOSAL/SOLICITATION TITLE:

City of San Diego As-Needed Multi-Disciplinary Consultant Services for the City Planning Department (SOL No. 10090174-25-D)

B. BIDDER/PROPOSER INFORMATION:

Ascent Environmental, Inc.		**Ascent**	
Legal Name		DBA	
1230 Columbia Street, Suite 440	San Diego	CA	92101
Street Address	City	State	Zip
Christine Babla, AIA, AICP, LEED AP, Principal	619.366.3468	n/a	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Curtis E. Alling, AICP	Principal, Vice President
Name	Title/Position
Folsom, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
6.50	
Interest in the transaction	

Patrick Angell	Principal/Chief Marketing Officer
Name	Title/Position
Roseville, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
2.12	
Interest in the transaction	

Christine Babla, AIA, AICP, LEED AP	Principal, Urban Design + Planning Practice Leader
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
2.12	
Interest in the transaction	

Heather Blair	Principal
Name	Title/Position
Sacramento, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
2.12	
Interest in the transaction	

Poonam Boparai	Principal, Southern California Regional Director
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
2.12	
Interest in the transaction	

Sydney Coatsworth, AICP	Principal, Vice President
Name	Title/Position
Sacramento, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
25.94	
Interest in the transaction	

Nanette Hansel	Principal
Name	Title/Position
Lake Tahoe, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
2.12	
Interest in the transaction	

Gary D. Jakobs, AICP	Principal, Chief Executive Officer
Name	Title/Position
Sacramento, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
19.46	
Interest in the transaction	

Linda W. Leeman, CWB	Principal, Natural Resources Practice Leader
Name	Title/Position
Sacramento, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
4.23	
Interest in the transaction	

Chris Mundhenk	Principal, Environmental Practice Leader
Name	Title/Position
Sacramento, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
2.12	
Interest in the transaction	

Amanda Olekszulin	Principal, Chief Operating Officer/Chief Financial Officer
Name	Title/Position
Sacramento	
City and State of Residence	Employer (if different than Bidder/Proposer)
16.14	
Interest in the transaction	

Mike Parker, AICP	Principal
Name	Title/Position
Fair Oaks, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
2.12	
Interest in the transaction	

Honey Walters	Principal, Chief Practices Officer
Name	Title/Position
Sacramento	
City and State of Residence	Employer (if different than Bidder/Proposer)
16.14	
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

a. In the past five (5) years, has your firm changed its name?
☐ Yes ☒ No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

b. Is your firm a non-profit?
☐ Yes ☒ No

If **Yes,** attach proof of status to this submission.

c. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?

☐ Yes ☒ No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

☒ **Corporation** Date incorporated: 01/07/2010 State of incorporation: California

List corporation's current officers:
President: Gary D. Jakobs, AICP
Vice Pres: Curtis E. Alling, AICP
Secretary: Honey Walters
Treasurer: Amanda K. Olekszulin

Type of corporation: C ☐ Subchapter S ☒

Is the corporation authorized to do business in California: ☒ **Yes** ☐ **No**

If **Yes,** after what date: 01/07/2010

Is your firm a publicly traded corporation? ☐ **Yes** ☒ **No**

If **Yes,** how and where is the stock traded? _____

If **Yes**, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

_____
_____
_____
_____

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? ☐ **Yes** ☒ **No**

If **Yes,** please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	$_____
		Book	$_____
		Market	$_____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

_____
_____
_____
_____

☐ **Partnership** Date formed: _____ State of formation: _____

List names of all firm partners:

_____
_____
_____
_____

☐ **Sole Proprietorship** Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

_____
_____
_____
_____

☐ **Joint Venture** Date formed: _____

List each firm in the joint venture and its percentage of ownership:

_____
_____
_____
_____

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
☐ **Yes** ☒ **No**

   If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
☐ **Yes** ☒ **No**

   If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
☐ **Yes** ☒ **No**

   If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
☐ **Yes** ☒ **No**

   If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
☐ **Yes** ☒ **No**

   If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?
☐ **Yes** ☒ **No**

   If **Yes,** please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

   Name of Bank: Union Bank

   Point of Contact: N/A

   Address: 2650 Watt Avenue, Sacramento, CA 95821

   Phone Number: 916.482.3600

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

   Business Tax Certificate No.: B2019018735 Year Issued: 2019

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
   ☐ **Yes** ☒ **No**

   If **Yes**, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

   ☐ **Yes** ☒ **No**

   If **Yes**, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

   ☐ **Yes** ☒ **No**

   If **Yes**, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

   ☐ **Yes** ☒ **No**

   If **Yes**, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

   ☐ **Yes** ☒ **No**

   If **Yes**, use *Attachment A* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

   ☐ **Yes** ☒ **No**

   If **Yes**, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: San Diego Associations of Governments

Contact Name and Phone Number: Carrie Simmons, 619.837.6503

Contact Email: carrie.simmons@sandag.org

Address: 401 B Street, Suite 800, San Diego, CA 92101

Contract Date: 2022- Ongoing

Contract Amount: $690,722

Requirements of Contract: The contract involves providing project support, staffing assistance, trainings, webinars, templates, tools, and legislation tracking to SANDAG's 19 member agencies for the Housing Acceleration Program Technical Assistance Program.

Company Name: San Diego Unified Port District

Contact Name and Phone Number: Anna Buzaitis, 619.686.7263

Contact Email: abuzaiti@portofsandiego.org

Address: 3165 Pacific Highway, San Diego, CA 92101

Contract Date: 2022-Ongoing

Contract Amount: $560,000

Requirements of Contract: The contract involves Ascent collaborating with various partners to update the Port Master Plan and assist with the preparation of associated environmental documents for the San Diego Unified Port District, the first comprehensive revision since 1981. This update modernizes planning methods, guides future activities, updates baywide and planning district guidance, integrates strategies, and develops policy and design standards for land use, development, and coastal access improvements.

Company Name: City of Del Mar Planning and Community Development Department

Contact Name and Phone Number: Amanda Lee, 858.704.3645

Contact Email: alee@delmar.ca.us

Address: 1050 Camino del Mar, Del Mar, CA 92014

Contract Date: 2023-2024

Contract Amount: $130,000

Requirements of Contract: The contract involved Ascent working with the City of Del Mar to prepare Multi-Unit and Mixed-Use Objective Design Standards, and provide support for the City's Safety and Environmental Justice Elements, both of which were programs the City committed to as part of its Housing Element. Ascent prepared Objective Design Standards, including updating and modernizing the city's existing Multifamily Residential Design Guidelines, to improve objectivity in compliance with state law, and introduce new standards to address key issues such as few, bulk, mass, and other topics. For the City's Safety and Environmental Justice Elements, Ascent supported the City with updates to maps, updated sections for both elements, and provided recommendations on public outreach and policies.

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

   ☐ **Yes** ☒ **No**

   If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

   ☐ **Yes** ☒ **No**

   If Yes, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

   ☐ **Yes** ☒ **No**

   If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

   ☐ **Yes** ☒ **No**

   If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

   ☐ **Yes** ☒ **No**

   If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

   ☐ **Yes** ☒ **No**

   If **Yes,** please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

☒ **Yes** ☐ **No**

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

☐ **Yes** ☒ **No**

Certification #_____

3. Are you certified as any of the following:
   i. Disabled Veteran Business Enterprise Certification #_____
   ii. Woman or Minority Owned Business Enterprise Certification # _____
   iii. Disadvantaged Business Enterprise Certification #_____

J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? ☐ **Yes** ☒ **No** If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: Imagine Creative Services, LLC

Address: 219 1/2 22nd St, San Diego, CA 92102

Contact Name: Peter Schrock Phone: 619.813.5551 Email: peter@imaginebravespaces.com

Contractor License No.: N/A DIR Registration No.: N/A

Sub-Contractor Dollar Amount: (per year) $ (total contract term) 12*%; (% of total awarded contract value)*

Scope of work subcontractor will perform: Public outreach and facilitation and videography

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☐DBE ☐DVBE ☒ELBE ☐MBE ☐SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: Kearns & West

Address: 800 B. Avenue, Suites 203 and 204, National City, CA 91950

Contact Name: Joan Isaacson Phone: 619.478.0257 Email: jisaacson@kearnswest.com

Contractor License No.: N/A DIR Registration No.: PW-LR-1001108063

Sub-Contractor Dollar Amount: (per year) $ (total contract term) 5*%; (% of total awarded contract value)*

Scope of work subcontractor will perform: Community outreach and public engagement.

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☒DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

☐ Initial submission of *Contractor Standards Pledge of Compliance*

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement

☒ Update of prior *Contractor Standards Pledge of Compliance* dated 3.29.2024.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not

in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Christine P. Babla, Principal		August 19, 2024
Name and Title	Signature	Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

Company Name: Chen Ryan Associates, Inc. dba CR Associates

Address: 3900 Fifth Avenue, Suite 310, San Diego, CA 92103

Contact Name: Monique Chen Phone: 619.318.4664 Email: mchen@cramobility.com

Contractor License No.: N/A DIR Registration No.: 1000020628

Sub-Contractor Dollar Amount: (per year) $ (total contract term) 3%; *(% of total awarded contract value)*

Scope of work subcontractor will perform: Mobility planning, traffic analysis, and active transportation.

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☒DBE ☐DVBE ☐ELBE ☒MBE ☐SLBE ☒WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: Keyser Marston Associates, Inc.

Address: 555 W. Beech St., Suite 460, San Diego, CA 92101

Contact Name: Paul C. Marra Phone: 619.718.9500 Email: pmarra@keysermarston.com

Contractor License No.: N/A DIR Registration No.: N/A

Sub-Contractor Dollar Amount: (per year) $ (total contract term) 3%; *(% of total awarded contract value)*

Scope of work subcontractor will perform: Market, fiscal, and economic analysis.

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☒DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Christine P. Babla, Principal	Christine P Babla	August 19, 2024
Name and Title	Signature	Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

Company Name: Citythinkers

Address: 3812 Park Blvd. #503 San Diego, CA 92103

Contact Name: Diego Velasco Phone: 619.602.1699 Email: diego@citythinkers.com

Contractor License No.: N/A DIR Registration No.: N/A

Sub-Contractor Dollar Amount: (per year) $ (total contract term) 5%; *(% of total awarded contract value)*

Scope of work subcontractor will perform: Urban design/visualization, housing design and policy, and targeted outreach and zoning.

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☐DBE ☐DVBE ☒ELBE ☐MBE ☐SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: Spurlock Landscape Architects

Address: 2122 Hancock Street, San Diego, CA 92110

Contact Name: Brad Lents Phone: 619.681.0090 Email: blents@spurlock-land.com

Contractor License No.: N/A DIR Registration No.: 1000018786

Sub-Contractor Dollar Amount: (per year) $ (total contract term) 5%; *(% of total awarded contract value)*

Scope of work subcontractor will perform: Urban greening, landscape architecture, parks planning, and related visualization services.

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☒SLBE ☒WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Christine P. Babla, Principal	Christine P Babla	August 19, 2024
Name and Title	Signature	Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

Company Name: Intersecting Metrics

Address: 7322 Orien Avenue, La Mesa, CA 91941

Contact Name: Stephen Cook Phone: 619.994.5814 Email: steve@intersectingmetrics.com

Contractor License No.: N/A DIR Registration No.: N/A

Sub-Contractor Dollar Amount: (per year) $ (total contract term) 3%; *(% of total awarded contract value)*

Scope of work subcontractor will perform: Traffic and transportation

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☐DBE ☐DVBE ☒ELBE ☐MBE ☐SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name:

Address:

Contact Name: Phone: Email:

Contractor License No.: DIR Registration No.:

Sub-Contractor Dollar Amount: (per year) $ (total contract term)

Scope of work subcontractor will perform:

Identify whether company is a subcontractor or supplier:

Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Christine P. Babla, Principal	Christine P Babla	August 19, 2024
Name and Title	Signature	Date

The City of SAN DIEGO

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program,* San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR).*

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

Type of Contractor: ☐ Construction ☐ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor
☒ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company: Ascent Environmental, Inc.

ADA/DBA: Ascent

Address (Corporate Headquarters, where applicable): 455 Capitol Mall, Suite 300

City: Sacramento County: Sacramento State: CA Zip: 95814

Telephone Number: 916.444.7301 Fax Number: N/A

Name of Company CEO: Gary D. Jakobs, AICP

Address(es), phone and fax number(s) of company facilities located in San Diego County **(if different from above):**

Address: 1230 Columbia Street, Suite 440

City: San Diego County: San Diego State: CA Zip: 92101

Telephone Number: 619.219.8000 Fax Number: N/A Email: Gary.Jakobs@Ascent.Inc.

Type of Business: Environmental and Planning Consultant Type of License: N/A

The Company has appointed: Amber Martin

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 455 Capitol Mall, Suite 300, Sacramento, CA 95814

Telephone Number: 916.444.7301 Fax Number: N/A Email: Amber.Martin@Ascent.Inc.

☒ One San Diego County (or Most Local County) Work Force - Mandatory
☒ Branch Work Force *
☐ Managing Office Work Force

Check the box above that applies to this WFR.

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of Ascent Environmental, Inc.
(Firm Name)

Sacramento *(County)*, CA *(State)* hereby certify that information provided herein is true and correct. This document was executed on this 19 day of August, 2024



(Authorized Signature)

Amber Martin
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Ascent Environmental, Inc. DATE: August 19, 2024

OFFICE(S) or BRANCH(ES): San Diego, California COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

(1) Black or African-American
(2) Hispanic or Latino
(3) Asian
(4) American Indian or Alaska Native
(5) Native Hawaiian or Pacific Islander
(6) White
(7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial					1	1					2			1
Professional				1								1		
A&E, Science, Computer				2	1	1					5	3	1	3
Technical														
Sales														
Administrative Support						1						1		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column				3	2	3					7	5	1	4

Grand Total All Employees	25

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 2

NAME OF FIRM: Ascent Environmental, Inc. DATE: August 19, 2024

OFFICE(S) or BRANCH(ES): Sacramento, California COUNTY: Sacramento

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

(1) Black or African-American
(2) Hispanic or Latino
(3) Asian
(4) American Indian or Alaska Native
(5) Native Hawaiian or Pacific Islander
(6) White
(7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	2	2				1					5	9		
Professional											1	3		
A&E, Science, Computer			5	2	2	5					16	22	1	2
Technical														
Sales														
Administrative Support		2		1								4		1
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	2	4	5	3	2	6					22	38	1	3

Grand Total All Employees	86

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														









PROPOSAL

As Needed Multi-Disciplinary Consultant Services for the City Planning Department (Solicitation Number: 10090174-25-D)

SUBMITTED TO:

Damian Singleton, Senior Procurement Contracting Officer
City of San Diego Purchasing & Contracting
1200 Third Avenue, Suite 200
San Diego, CA 92101
p: 619.235.5743
e: DSingleton@sandiego.gov

Coby Tomlins, Program Manager
City of San Diego Planning Department
202 C Street, MS 413
San Diego, CA 92101
p: 619.533.4549
e: m ctomlins@sandiego.gov

8.21.2024



TAB A

Submission of Information and Forms

TAB A / SUBMISSION OF INFORMATION AND FORMS



In accordance with the requirements of the RFP, supporting documentation and required City of San Diego forms are included following this page.

2.1 Acknowledgement of Addenda

Ascent hereby acknowledges receipt of Addendum A, dated August 19, 2024, to the City of San Diego As-Needed Multidisciplinary Consultant Services for the City Planning Department (Solicitation Number 10090174-25-D) RFP.

The Contract Signature Page provided in Addendum has been completed and signed, and has been included on the following page.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

_____
Proposer

_____
Street Address

_____
City

_____
Telephone No.

_____
E-Mail

BY:

_____
Signature of Proposer's
Authorized Representative

_____
Print Name

_____
Title

_____
Date

CITY OF SAN DIEGO
A Municipal Corporation

BY:

_____

Print Name:

_____
Director, Purchasing & Contracting Department

_____
Date Signed

Approved as to form this _____ day of

_____, 20_____.
MARA W. ELLIOTT, City Attorney

BY:_____
Deputy City Attorney



2.2 Exceptions to this RFP

Ascent does not request any exceptions to this RFP.

2.3 Contractor Standard Pledge of Compliance Form

On the following page is Ascent's completed Contractor Standards Pledge of Compliance Form as requested in the RFP.

City of San Diego

CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A.*

A. BID/PROPOSAL/SOLICITATION TITLE:

City of San Diego As-Needed Multi-Disciplinary Consultant Services for the City Planning Department (SOL No. 10090174-25-D)

B. BIDDER/PROPOSER INFORMATION:

Ascent Environmental, Inc.		**Ascent**	
Legal Name		DBA	
1230 Columbia Street, Suite 440	San Diego	CA	92101
Street Address	City	State	Zip
Christine Babla, AIA, AICP, LEED AP, Principal	619.366.3468	n/a	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Curtis E. Alling, AICP	Principal, Vice President
Name	Title/Position
Folsom, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
6.50	
Interest in the transaction	

Patrick Angell	Principal/Chief Marketing Officer
Name	Title/Position
Roseville, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
2.12	
Interest in the transaction	

Christine Babla, AIA, AICP, LEED AP	Principal, Urban Design + Planning Practice Leader
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
2.12	
Interest in the transaction	

Heather Blair	Principal
Name	Title/Position
Sacramento, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
2.12	
Interest in the transaction	

Poonam Boparai	Principal, Southern California Regional Director
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
2.12	
Interest in the transaction	

Sydney Coatsworth, AICP	Principal, Vice President
Name	Title/Position
Sacramento, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
25.94	
Interest in the transaction	

Nanette Hansel	Principal
Name	Title/Position
Lake Tahoe, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
2.12	
Interest in the transaction	

Gary D. Jakobs, AICP	Principal, Chief Executive Officer
Name	Title/Position
Sacramento, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
19.46	
Interest in the transaction	

Linda W. Leeman, CWB	Principal, Natural Resources Practice Leader
Name	Title/Position
Sacramento, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
4.23	
Interest in the transaction	

Chris Mundhenk	Principal, Environmental Practice Leader
Name	Title/Position
Sacramento, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
2.12	
Interest in the transaction	

Amanda Olekszulin	Principal, Chief Operating Officer/Chief Financial Officer
Name	Title/Position
Sacramento	
City and State of Residence	Employer (if different than Bidder/Proposer)
16.14	
Interest in the transaction	

Mike Parker, AICP	Principal
Name	Title/Position
Fair Oaks, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
2.12	
Interest in the transaction	

Honey Walters	Principal, Chief Practices Officer
Name	Title/Position
Sacramento	
City and State of Residence	Employer (if different than Bidder/Proposer)
16.14	
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

a. In the past five (5) years, has your firm changed its name?
☐ Yes ☒ No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

b. Is your firm a non-profit?
☐ Yes ☒ No

If **Yes,** attach proof of status to this submission.

c. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?

☐ Yes ☒ No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

☒ **Corporation** Date incorporated: 01/07/2010 State of incorporation: California

List corporation's current officers:
President: Gary D. Jakobs, AICP
Vice Pres: Curtis E. Alling, AICP
Secretary: Honey Walters
Treasurer: Amanda K. Olekszulin

Type of corporation: C ☐ Subchapter S ☒

Is the corporation authorized to do business in California: ☒ **Yes** ☐ **No**

If **Yes,** after what date: 01/07/2010

Is your firm a publicly traded corporation? ☐ **Yes** ☒ **No**

If **Yes,** how and where is the stock traded? _____

If **Yes**, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

_____
_____
_____
_____

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? ☐ **Yes** ☒ **No**

If **Yes,** please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	$_____
		Book	$_____
		Market	$_____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

_____
_____
_____
_____

☐ **Partnership** Date formed: _____ State of formation: _____

List names of all firm partners:

_____
_____
_____
_____

☐ **Sole Proprietorship** Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

_____
_____
_____
_____

☐ **Joint Venture** Date formed: _____

List each firm in the joint venture and its percentage of ownership:

_____
_____
_____
_____

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
☐ **Yes** ☒ **No**

   If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
☐ **Yes** ☒ **No**

   If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
☐ **Yes** ☒ **No**

   If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
☐ **Yes** ☒ **No**

   If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
☐ **Yes** ☒ **No**

   If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?
☐ **Yes** ☒ **No**

   If **Yes,** please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

   Name of Bank: Union Bank

   Point of Contact: N/A

   Address: 2650 Watt Avenue, Sacramento, CA 95821

   Phone Number: 916.482.3600

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

   Business Tax Certificate No.: B2019018735 Year Issued: 2019

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
   ☐ **Yes** ☒ **No**

   If **Yes**, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

   ☐ **Yes** ☒ **No**

   If **Yes**, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

   ☐ **Yes** ☒ **No**

   If **Yes**, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

   ☐ **Yes** ☒ **No**

   If **Yes**, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

   ☐ **Yes** ☒ **No**

   If **Yes**, use *Attachment A* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

   ☐ **Yes** ☒ **No**

   If **Yes**, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: San Diego Associations of Governments

Contact Name and Phone Number: Carrie Simmons, 619.837.6503

Contact Email: carrie.simmons@sandag.org

Address: 401 B Street, Suite 800, San Diego, CA 92101

Contract Date: 2022- Ongoing

Contract Amount: $690,722

Requirements of Contract: The contract involves providing project support, staffing assistance, trainings, webinars, templates, tools, and legislation tracking to SANDAG's 19 member agencies for the Housing Acceleration Program Technical Assistance Program.

Company Name: San Diego Unified Port District

Contact Name and Phone Number: Anna Buzaitis, 619.686.7263

Contact Email: abuzaiti@portofsandiego.org

Address: 3165 Pacific Highway, San Diego, CA 92101

Contract Date: 2022-Ongoing

Contract Amount: $560,000

Requirements of Contract: The contract involves Ascent collaborating with various partners to update the Port Master Plan and assist with the preparation of associated environmental documents for the San Diego Unified Port District, the first comprehensive revision since 1981. This update modernizes planning methods, guides future activities, updates baywide and planning district guidance, integrates strategies, and develops policy and design standards for land use, development, and coastal access improvements.

Company Name: City of Del Mar Planning and Community Development Department

Contact Name and Phone Number: Amanda Lee, 858.704.3645

Contact Email: alee@delmar.ca.us

Address: 1050 Camino del Mar, Del Mar, CA 92014

Contract Date: 2023-2024

Contract Amount: $130,000

Requirements of Contract: The contract involved Ascent working with the City of Del Mar to prepare Multi-Unit and Mixed-Use Objective Design Standards, and provide support for the City's Safety and Environmental Justice Elements, both of which were programs the City committed to as part of its Housing Element. Ascent prepared Objective Design Standards, including updating and modernizing the city's existing Multifamily Residential Design Guidelines, to improve objectivity in compliance with state law, and introduce new standards to address key issues such as few, bulk, mass, and other topics. For the City's Safety and Environmental Justice Elements, Ascent supported the City with updates to maps, updated sections for both elements, and provided recommendations on public outreach and policies.

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

   ☐ **Yes** ☒ **No**

   If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

   ☐ **Yes** ☒ **No**

   If Yes, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

   ☐ **Yes** ☒ **No**

   If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

   ☐ **Yes** ☒ **No**

   If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

   ☐ **Yes** ☒ **No**

   If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

   ☐ **Yes** ☒ **No**

   If **Yes,** please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

☒ **Yes** ☐ **No**

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

☐ **Yes** ☒ **No**

Certification #_____

3. Are you certified as any of the following:
   i. Disabled Veteran Business Enterprise Certification #_____
   ii. Woman or Minority Owned Business Enterprise Certification # _____
   iii. Disadvantaged Business Enterprise Certification #_____

J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? ☐ **Yes** ☒ **No** If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: Imagine Creative Services, LLC

Address: 219 1/2 22nd St, San Diego, CA 92102

Contact Name: Peter Schrock Phone: 619.813.5551 Email: peter@imaginebravespaces.com

Contractor License No.: N/A DIR Registration No.: N/A

Sub-Contractor Dollar Amount: (per year) $ (total contract term) 12*%; (% of total awarded contract value)*

Scope of work subcontractor will perform: Public outreach and facilitation and videography

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☐DBE ☐DVBE ☒ELBE ☐MBE ☐SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: Kearns & West

Address: 800 B. Avenue, Suites 203 and 204, National City, CA 91950

Contact Name: Joan Isaacson Phone: 619.478.0257 Email: jisaacson@kearnswest.com

Contractor License No.: N/A DIR Registration No.: PW-LR-1001108063

Sub-Contractor Dollar Amount: (per year) $ (total contract term) 5*%; (% of total awarded contract value)*

Scope of work subcontractor will perform: Community outreach and public engagement.

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☒DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

☐ Initial submission of *Contractor Standards Pledge of Compliance*

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement

☒ Update of prior *Contractor Standards Pledge of Compliance* dated 3.29.2024.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not

in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Christine P. Babla, Principal		August 19, 2024
Name and Title	Signature	Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

Company Name: Chen Ryan Associates, Inc. dba CR Associates

Address: 3900 Fifth Avenue, Suite 310, San Diego, CA 92103

Contact Name: Monique Chen Phone: 619.318.4664 Email: mchen@cramobility.com

Contractor License No.: N/A DIR Registration No.: 1000020628

Sub-Contractor Dollar Amount: (per year) $ (total contract term) 3%; *(% of total awarded contract value)*

Scope of work subcontractor will perform: Mobility planning, traffic analysis, and active transportation.

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☒DBE ☐DVBE ☐ELBE ☒MBE ☐SLBE ☒WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: Keyser Marston Associates, Inc.

Address: 555 W. Beech St., Suite 460, San Diego, CA 92101

Contact Name: Paul C. Marra Phone: 619.718.9500 Email: pmarra@keysermarston.com

Contractor License No.: N/A DIR Registration No.: N/A

Sub-Contractor Dollar Amount: (per year) $ (total contract term) 3%; *(% of total awarded contract value)*

Scope of work subcontractor will perform: Market, fiscal, and economic analysis.

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☒DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Christine P. Babla, Principal	Christine P Babla	August 19, 2024
Name and Title	Signature	Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

Company Name: Citythinkers

Address: 3812 Park Blvd. #503 San Diego, CA 92103

Contact Name: Diego Velasco Phone: 619.602.1699 Email: diego@citythinkers.com

Contractor License No.: N/A DIR Registration No.: N/A

Sub-Contractor Dollar Amount: (per year) $ (total contract term) 5%; *(% of total awarded contract value)*

Scope of work subcontractor will perform: Urban design/visualization, housing design and policy, and targeted outreach and zoning.

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☐DBE ☐DVBE ☒ELBE ☐MBE ☐SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: Spurlock Landscape Architects

Address: 2122 Hancock Street, San Diego, CA 92110

Contact Name: Brad Lents Phone: 619.681.0090 Email: blents@spurlock-land.com

Contractor License No.: N/A DIR Registration No.: 1000018786

Sub-Contractor Dollar Amount: (per year) $ (total contract term) 5%; *(% of total awarded contract value)*

Scope of work subcontractor will perform: Urban greening, landscape architecture, parks planning, and related visualization services.

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☒SLBE ☒WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Christine P. Babla, Principal	Christine P Babla	August 19, 2024
Name and Title	Signature	Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

Company Name: Intersecting Metrics

Address: 7322 Orien Avenue, La Mesa, CA 91941

Contact Name: Stephen Cook Phone: 619.994.5814 Email: steve@intersectingmetrics.com

Contractor License No.: N/A DIR Registration No.: N/A

Sub-Contractor Dollar Amount: (per year) $ (total contract term) 3%; *(% of total awarded contract value)*

Scope of work subcontractor will perform: Traffic and transportation

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☐DBE ☐DVBE ☒ELBE ☐MBE ☐SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name:

Address:

Contact Name: Phone: Email:

Contractor License No.: DIR Registration No.:

Sub-Contractor Dollar Amount: (per year) $ (total contract term)

Scope of work subcontractor will perform:

Identify whether company is a subcontractor or supplier:

Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Christine P. Babla, Principal	Christine P Babla	August 19, 2024
Name and Title	Signature	Date



Ascent's Commitment to Diversity

Ascent is committed to creating a culture of equity and diversity throughout the organization. We value and will strive to recognize and embrace the achievements and contributions of all people, including those from historically marginalized communities and identities. We will welcome, uplift, and create a culture of inclusivity for all people by developing a diverse and inclusive workforce across practices, making decisions equitably and transparently, and modeling inclusive behaviors. We are committed to facilitating understanding and acceptance of persons with diverse identities, abilities, cultures, and ethnicities through support and education. We recognize that our differences—race, age, physical ability, culture, ethnicity, gender identity—make us stronger, and we will actively promote that value through our words and actions. We will embrace and celebrate our differences as we seek to form common bonds of mutual support, respect, and caring. We will, individually and collectively, work to identify and address our biases and blind spots. In the face of internal or external actions in opposition to this core value, we will support and advocate for those individuals experiencing these negative actions, with the goal of creating an inclusive culture of acceptance, respect, and mutual support.

We have implemented the following programs:

- EEPIC Collaborative Internship Program (Environmental, Engineering, and Planning Internship and Charrette) to provide access and opportunities to a diverse group of students interested in entering professional practice, in collaboration with five other firms
- Outreach to educational institutions – Job Shadow Day and high school presentations dedicated to uplifting and providing opportunities to students from under-represented backgrounds
- Company-wide unconscious bias workshops
- Pronouns guidance
- Monthly Newsletter, "In Tune, In Touch" – DEI principles education, awareness dates/months, cultural observances

- Enhanced goal review/journaling and mapping of professional goals
- Review of professional development opportunities
- Enhanced supervisor and staff training
- New standardized equitable hiring process
- Jobs classification system with goal mapping
- Active DEI Committee
- Culture development/cultivation programs – Unity Potluck, volunteer opportunities, and roundtable discussions
- Reverse mentorship program

In addition to the programs described above, Ascent is committed to working with diverse and underrepresented communities to provide meaningful urban design and planning solutions that addresses housing and homelessness, mobility, parks and open space, climate and environmental justice, and address inclusive engagement, as evidenced by the projects and experience that we have shared in this proposal. Ascent actively seeks out diverse teaming partners and community organizations to work with those who share this commitment. Additionally, nearly all of the subconsultants that we have included in this proposal are SBE or SLBE/ELBE.

2.4 Equal Opportunity Contracting Forms

As part of our ongoing commitment to community engagement, Ascent actively collaborates with local, emerging, disadvantaged, and small businesses. For the current contract, we are partnering with SLBE/ELBE businesses. Being an integral member of the local business community, Ascent routinely engages with local and small businesses. Our daily environmental and planning work contributes to the vitality of our city, and we purposefully reinvest in our community by sourcing resources, talent, and products locally whenever feasible.

Work Force/Equal Employment Opportunity Plan

Our staff at Ascent is seamlessly integrated across offices, facilitating the effortless formation of teams with a diverse range of specialists tailored to meet the unique requirements of individual projects. Despite being in different offices, our commitment to open communication ensures the smooth progression of projects. The team assigned to this effort is primarily sourced from our San Diego office with support from staff based in our Sacramento office. The Work Force Report is detailed in the following pages. Following the Work Force Report is the Contractors Certification of Pending Actions form.

The City of SAN DIEGO

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program,* San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR).*

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

Type of Contractor: ☐ Construction ☐ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor
☒ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company: Ascent Environmental, Inc.

ADA/DBA: Ascent

Address (Corporate Headquarters, where applicable): 455 Capitol Mall, Suite 300

City: Sacramento County: Sacramento State: CA Zip: 95814

Telephone Number: 916.444.7301 Fax Number: N/A

Name of Company CEO: Gary D. Jakobs, AICP

Address(es), phone and fax number(s) of company facilities located in San Diego County **(if different from above):**

Address: 1230 Columbia Street, Suite 440

City: San Diego County: San Diego State: CA Zip: 92101

Telephone Number: 619.219.8000 Fax Number: N/A Email: Gary.Jakobs@Ascent.Inc.

Type of Business: Environmental and Planning Consultant Type of License: N/A

The Company has appointed: Amber Martin

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 455 Capitol Mall, Suite 300, Sacramento, CA 95814

Telephone Number: 916.444.7301 Fax Number: N/A Email: Amber.Martin@Ascent.Inc.

☒ One San Diego County (or Most Local County) Work Force - Mandatory
☒ Branch Work Force *
☐ Managing Office Work Force

Check the box above that applies to this WFR.

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of Ascent Environmental, Inc.
(Firm Name)

Sacramento *(County)*, CA *(State)* hereby certify that information provided herein is true and correct. This document was executed on this 19 day of August, 2024



(Authorized Signature)

Amber Martin
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Ascent Environmental, Inc. DATE: August 19, 2024

OFFICE(S) or BRANCH(ES): San Diego, California COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

(1) Black or African-American
(2) Hispanic or Latino
(3) Asian
(4) American Indian or Alaska Native
(5) Native Hawaiian or Pacific Islander
(6) White
(7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial					1	1					2			1
Professional				1								1		
A&E, Science, Computer				2	1	1					5	3	1	3
Technical														
Sales														
Administrative Support						1						1		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column				3	2	3					7	5	1	4

Grand Total All Employees	25

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 2

NAME OF FIRM: Ascent Environmental, Inc. DATE: August 19, 2024

OFFICE(S) or BRANCH(ES): Sacramento, California COUNTY: Sacramento

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

(1) Black or African-American
(2) Hispanic or Latino
(3) Asian
(4) American Indian or Alaska Native
(5) Native Hawaiian or Pacific Islander
(6) White
(7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	2	2				1					5	9		
Professional											1	3		
A&E, Science, Computer			5	2	2	5					16	22	1	2
Technical														
Sales														
Administrative Support		2		1								4		1
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	2	4	5	3	2	6					22	38	1	3

Grand Total All Employees	86

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

☒ The undersigned certifies that within the past 10 years the Consultant has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Consultant discriminated against its employees, subcontractors, vendors or suppliers.

☐ The undersigned certifies that within the past 10 years the Consultant has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Consultant discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: Ascent Environmental, Inc.

Certified By Amanda K. Olekszulin Title C O O / C F O

Name

Signature Date August 19, 2024



2.8 Disclosure of Discrimination Complaints

Ascent has maintained an impeccable track record over the past 14 years, with no filed or pending complaints in legal or administrative proceedings alleging discrimination against its employees, subcontractors, vendors, or suppliers. On the following page is Ascent's signed Disclosure of Discrimination Complaints form.

2.8a Approved SLBE/ELBE and Disadvantaged Subcontractors

Ascent has identified three approved SLBE/ELBE subcontractors as well as four disadvantage subcontractors that best align with the requirements of this contract. Following Ascent's signed Disclosure of Discrimination Complaint form is our subcontractors' proof of certification.

DISCLOSURE OF DISCRIMINATION COMPLAINTS

As part of its proposal, the Consultant must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Consultant in a legal or administrative proceeding alleging that Consultant discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

☒ The undersigned certifies that within the past 10 years the Consultant has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Consultant discriminated against its employees, subcontractors, vendors or suppliers.

☐ The undersigned certifies that within the past 10 years the Consultant has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Consultant discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN

Consultant Name Ascent Environmental, Inc.

Certified By Amanda K. Olekszulin Title COO/CFO

Name

Amanda Olekszulin Date August 19, 2024

Signature

USE ADDITIONAL FORMS AS NECESSARY

City of San Diego

Small Local Business Enterprise (SLBE) Program Certification

Diego Velasco dba Citythinkers

Emerging Local Business Enterprise (ELBE)

General Services

(NAICS: 541320)

Certification Number: 17CT1729

Effective: 11/7/2022 - 11/7/2024

Christian Silva
Program Manager
Equal Opportunity Contracting

Certified Profile

CLOSE WINDOW

Print

Business & Contact Information

BUSINESS NAME	**Chen Ryan Associates, Inc.,** DBA **CR Associates**
OWNER	**Ms. Monique Chen**
ADDRESS	**3900 Fifth Ave, Suite 310** **San Diego, CA 92103 [map]**
PHONE	**619-795-6086**
FAX	**619-795-6086**
EMAIL	**Vpena@cramobility.com**
WEBSITE	**http://cramobility.com**
ETHNICITY	**Asian-Pacific American**
GENDER	**Female**
COUNTY	**San Diego (CA)**

Certification Information

CERTIFYING AGENCY	**California Department of Transportation**
CERTIFICATION TYPE	**DBE - Disadvantaged Business Enterprise**
CERTIFIED BUSINESS DESCRIPTION	**TRAFFIC ENGINEER; CONSULTANT, ENVIRONMENTAL; CONSULTANT, ENGINEERING; DRAFTING; Engineering services; Drafting Services; Environmental consulting services; Other Scientific and Technical Consulting Services**

Commodity Codes

Code	Description
CA WCC C8703	TRAFFIC ENGINEER
CA WCC C8713	CONSULTANT, ENVIRONMENTAL
CA WCC C8715	CONSULTANT, ENGINEERING
CA WCC C8765	DRAFTING
NAICS 541330	Engineering services
NAICS 541340	Drafting Services

NAICS 541620	Environmental consulting services
NAICS 541690	Other Scientific and Technical Consulting Services

Additional Information

WORK DISTRICTS/REGIONS	**Los Angeles, San Diego**
CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	**40083**

This profile was generated on 8/7/2024

SUPPLIER CLEARINGHOUSE

CERTIFICATE OF ELIGIBILITY

CERTIFICATION EXPIRATION DATE: **September 18, 2026**

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

Chen Ryan Associates, Inc. DBA CR Associates

Minority Business Enterprise (MBE)

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on- site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998.

VON: 14060117 ***DETERMINATION DATE: September 18, 2023***

Certification ID: 1796780

Legal Business Name

CHEN RYAN ASSOCIATES, INC.

Doing Business As (DBA) Name1

CR Associates

Doing Business As (DBA) Name2

Office Phone Number

619/795-6086

Business Fax Number

619/795-6086

Business Web Address

www.cramobility.com

Address

3900 Fifth Avenue

Suite 310

San Diego

CA 92103

Email:

vpena@cramobility.com

Total Number of Employees

51

Business Types

Service

Service Areas

Alameda , Alpine , Amador , Butte , Calaveras , Colusa , Contra Costa , Del Norte , El Dorado , Fresno , Glenn , Humboldt , Imperial , Inyo , Kern , Kings , Lake , Lassen , Los Angeles , Madera , Marin , Mariposa , Mendocino , Merced , Modoc , Mono , Monterey , Napa , Nevada , Orange , Placer , Plumas , Riverside , Sacramento , San Benito , San Bernardino , San Diego , San Francisco , San Joaquin , San Luis Obispo , San Mateo , Santa Barbara , Santa Clara , Santa Cruz , Shasta , Sierra , Siskiyou , Solano , Sonoma , Stanislaus , Sutter , Tehama , Trinity , Tulare , Tuolumne , Ventura , Yolo , Yuba

View Keywords | View Classifications | View Supplier Diversity Information

Active Certifications

More Help

Certification Type	Application Date	Status	Status Date/Time	From	To
SB	05/21/2024	Approved	05/21/24 2:25AM	05/21/2024	05/31/2026

SUPPLIER CLEARINGHOUSE

CERTIFICATE OF ELIGIBILITY

CERTIFICATION EXPIRATION DATE: **September 18, 2026**

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

Chen Ryan Associates, Inc. DBA CR Associates

Women Business Enterprise (WBE)

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on- site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998.

VON: 14060117 ***DETERMINATION DATE: September 18, 2023***

City of San Diego

Small Local Business Enterprise (SLBE) Program Certification

Imagine Creative Services

Emerging Local Business Enterprise (ELBE)

General Services

(NAICS: 541613, 611710, 711510)

Certification Number: 17IC1831

Effective: 8/15/2024 – 8/15/2026

Christian Silva
Program Manager
Equal Opportunity Contracting

City of San Diego

Small Local Business Enterprise (SLBE) Program Certification

Intersecting Metrics

Emerging Local Business Enterprise (ELBE)

Professional Services

(NAICS: 541330)

Certification Number: 17IM1800

Effective: 12/13/2023 - 12/13/2025

Christian Silva
Program Manager
Equal Opportunity Contracting

Printed on: 6/12/2024 4:58:58 PM

To verify most current certification status go to: https://www.caleprocure.ca.gov

DGS
CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Office of Small Business & DVBE Services

Certification ID: 55586

Legal Business Name:
Kearns & West, Inc.

Doing Business As (DBA) Name 1:
Kearns & West, Inc.

Doing Business As (DBA) Name 2:
Kearns & West, Inc.

Address:
500 Washington St
Suite 425
San Francisco
CA 94111

Email Address:
jgsmith@kearnswest.com

Business Web Page:
www.kearnswest.com

Business Phone Number:
415.697.0574

Business Fax Number:
415.697.0572

Business Types:
Service

Certification Type	Status	From	To
SB-PW	Approved	06/12/2024	06/30/2026

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!
-LOG IN at CaleProcure.CA.GOV

Questions?
Email: OSDSHELP@DGS.CA.GOV
Call OSDS Main Number: 916-375-4940
707 3rd Street, 1-400, West Sacramento, CA 95605

Printed on: 5/21/2024 2:09:46 PM

To verify most current certification status go to: https://www.caleprocure.ca.gov

Office of Small Business & DVBE Services

Certification ID: 1523440

Legal Business Name:
KEYSER MARSTON ASSOCIATES INC.

Doing Business As (DBA) Name 1:
KEYSER MARSTON ASSOCIATES INC.

Doing Business As (DBA) Name 2:

Address:
1299 Fourth Street Suite 408
San Rafael
CA 94901

Email Address:
kheaton@keysermarston.com

Business Web Page:
www.keysermarston.com

Business Phone Number:
415/398-3050

Business Fax Number:

Business Types:
Service

Certification Type	Status	From	To
SB(Micro)	Approved	05/20/2024	05/31/2026

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!
-LOG IN at CaleProcure.CA.GOV

Questions?
Email: OSDSHELP@DGS.CA.GOV
Call OSDS Main Number: 916-375-4940
707 3rd Street, 1-400, West Sacramento, CA 95605

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

Metro

February 21, 2023

Metro File #7642

Ms. Leigh Kyle
Spurlock Landscape Architects
2122 Hancock Street
San Diego, CA 92110-2011

Subject: Small Business Enterprise Certification

Dear Ms. Leigh Kyle:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Small Business Enterprise (SBE) as required under Metro's SBE Program. Your firm will be listed in Metro's SBE database of certified SBEs under the following specific areas of expertise:

NAICS 541320: LANDSCAPE ARCHITECTURAL SERVICES

Your SBE certification is valid for five years from the date of this letter and applies only for the above NAICS code(s). Any additions and revisions must be submitted to Metro for review and approval.

In order to ensure your continuing SBE status, you are required to submit an annual update along with supporting documentation. If no changes are noted, then your SBE status remains current. If there are changes, Metro will review to determine continued SBE eligibility. Please note, your SBE status remains in effect unless Metro notifies you otherwise.

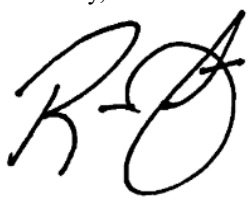
After the five-year certification period, your entire file will be reviewed in order to ascertain continued SBE certification status. You will be notified of the pending SBE status review and any documentation updates necessary prior to the expiration date.

Also, should any changes occur that could affect your certification status prior to receipt of the annual update application, such as changes in your firm's name, business/mailing address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately.

Metro reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. Your SBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records, and documents by Metro.

Congratulations, and thank you for your interest in Metro's SBE Program. Should you have any questions, please contact us at (213) 922-2600. For information on Metro contracting opportunities, please visit our website at www.metro.net.

Sincerely,



Ramon Ortiz
Manager, Certification
Diversity & Economic Opportunity Department

City of San Diego

Small Local Business Enterprise (SLBE) Program Certification

Spurlock Landscape Architects, Inc.

Small Local Business Enterprise (SLBE)

Professional Services

(NAICS: 541320)

Certification Number: 11SP0208

Effective: 12/8/2023 - 12/8/2025

Christian Silva
Program Manager
Equal Opportunity Contracting



TAB B

Executive Summary and Responses to Specifications

AUGUST 21, 2024

PROPOSAL FOR

AS-NEEDED MULTI-DISCIPLINARY CONSULTANT SERVICES FOR THE CITY PLANNING DEPARTMENT | SOLICITATION NUMBER 10090174-25-D

Submitted to:

Damian Singleton, Senior Procurement Contracting Officer
City of San Diego
Purchasing & Contracting
1200 Third Avenue, Suite 200
San Diego, CA 92101
p: 619.235.5743
e: DSingleton@sandiego.gov

Coby Tomlins, Program Manager
City of San Diego
City Planning Department
202 C Street, MS 413
San Diego, CA 92101
p: 619.533.4549
e: ctomlins@sandiego.gov

TAB A SUBMISSION OF INFORMATION AND FORMS I

TAB B EXECUTIVE SUMMARY AND RESPONSES TO SPECIFICATIONS I

1/ EXECUTIVE SUMMARY 1

D/ OVERVIEW OF EXPERIENCE AND QUALIFICATIONS 2

D-1/ PROPOSED TECHNICAL AND MANAGEMENT APPROACH 6
On-Call Approach and Preparation of Task Order Scopes of Work 6
Project Management 6
Quality Assurance/Control Process 7

D-2/ KNOWLEDGE AND UNDERSTANDING OF LOCAL ENVIRONMENT 8

D-3/4/ PROJECT ORGANIZATION AND KEY PERSONNEL 10
Organizational Chart 10
Ascent's Management Team and Key Leaders 11
Our Commitment to Diversity 11
Subconsultant Team Members 12
Roles and Responsibilities of Team Members 15
Key Staff 16
Commitment and Availability of the Proposed Team 16
Supporting Staff 22
Additional Subconsultant Team Member Resumes 27

D-5/ PROJECT EXPERIENCE 29
Project Examples 29
Summary of Comprehensive Team Experience 41

TAB C COST/PRICE PROPOSAL 44

1 / EXECUTIVE SUMMARY

Ascent is a planning, urban design, environmental, and climate change consultancy with a staff of more than 130 professionals and with offices in San Diego, Irvine, Sacramento, Berkeley, and Lake Tahoe. The Ascent team is uniquely positioned to assist the City of San Diego Planning Department with as-needed multidisciplinary planning services. As the prime consultant for this proposal, Ascent's Urban Design + Planning Studio, comprises experts in community planning, urban design, neighborhood design and site planning, targeted general plan and zoning code updates, affordable housing policy, streetscape, transit-oriented development, community engagement. Ascent's planners and urban designers, together with our environmental planning group, and climate action planning team, is well-suited to lead an integrated team to comprehensively address any need that the City may have under this on-call.

The Ascent team will be led locally by our San Diego–based staff who will work closely alongside the City of San Diego. For this effort, Christine Babla, AIA, AICP, LEED AP, will serve as the principal-in-charge and Matt Gelbman, AICP, as the project manager/senior urban planner. They will be supported by Chelsey Payne, AICP, as senior planning manager, Erik de Kok, AICP, as climate resilience task leader, Alta Cunningham as historic preservation task leader, and Kathie Washington, as California Environmental Quality Act (CEQA)/environmental planning task leader. Ascent's project management team brings extensive experience working with the City of San Diego, the County of San Diego, the San Diego Association of Governments (SANDAG), the San Diego Unified Port District, and other local jurisdictions on complex planning and design challenges throughout the region, including community plan updates, master plans, objective design standards, zoning and model ordinances, and inclusive community engagement for corridor-wide and area-wide housing and mixed-use infill. Our team is supplemented by a group of highly respected local firms that all bring substantial experience in their respective disciplines and most importantly, experience working together with the City of San Diego:

- **Imagine Creative Services, LLC** (ELBE) for creative engagement, facilitation, and videography
- **Kearns & West** for assistance with community outreach and public engagement
- **CR Associates** for mobility planning, traffic analysis, and active transportation
- **Keyser Marston Associates, Inc.** for market, fiscal, and economic analysis, and public facilities
- **Citythinkers, Inc.** (ELBE) for assistance with visualization services and targeted outreach
- **Spurlock Landscape Architects** (SLBE) for urban greening, landscape architecture, parks planning, and related visualization services
- **Intersecting Metrics** (ELBE) for public facilities, and traffic and transportation analysis

Our team has provided technical assistance on several similar programs, including the following:

- **City of San Diego** As-Needed Multidisciplinary Consultant Services Contracts, providing as-needed Planning, Urban Design, and Community Engagement support
- **San Diego Association of Governments (SANDAG)** Housing Acceleration Program (HAP) Technical Assistance for SANDAG and SANDAG's 19 member agencies
- **Southern California Association of Governments (SCAG)** REAP Implementation – Development Streamlining
- **Sacramento Association of Governments (SACOG)** Sacramento Region Housing Initiatives
- **California Department of Housing and Community Development (HCD)** Senate Bill (SB) 2 and LEAP/REAP Technical Assistance

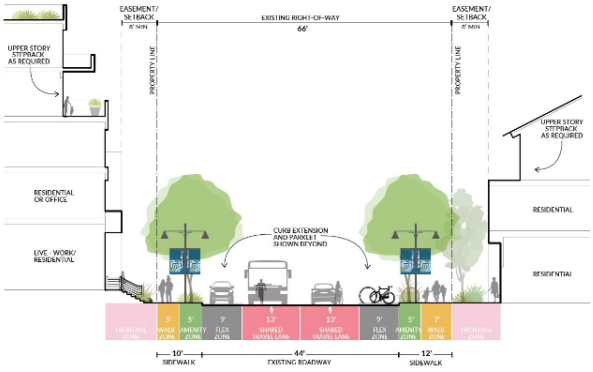
All services identified in the RFP have been addressed in this proposal. We understand that we must be nimble and flexible in responding to City staff and decision-makers while balancing a heavy workload. Ascent's philosophy is to work as a seamless extension of agency staff to support the team's efforts in an efficient manner. We recognize that City staff are best positioned to make key planning and environmental decisions, and our job is to advise and support the City's team with the most innovative solutions to complex local problems.

D/ OVERVIEW OF EXPERIENCE AND QUALIFICATIONS

Ascent is regularly sought after by our clients, particularly for our expertise in handling high-priority projects. This is especially evident when clients are confronted with unusual planning challenges, complicated project issues, or pioneering initiatives where no established precedent exists. Clients consistently turn to us, highlighting a trust in the firm's ability to provide effective solutions in complex and unique situations. Our reputation has been built on successfully navigating uncharted territories, offering support and guidance when clients face challenges that require a specialized and experienced approach.

Our Urban Design + Planning Studio includes professionals accredited by the American Institute of Certified Planners (AICP), American Institute of Architects (AIA), American Society of Landscape Architects (ASLA), and U.S. Green Building Council (Leadership in Energy and Environmental Design Accredited Professionals [LEED AP]); they have diverse backgrounds in urban design, planning, landscape architecture, and architecture. Our work includes:

- Specific plans, community plans, master plans, and area plans
- General plans and comprehensive planning
- Housing elements and housing policy
- Corridor plans, complete streets, and station area plans
- Zoning and form-based codes
- Design and development standards, including objective design standards
- Urban design studies, landscape design, design visualization, and feasibility analysis
- Existing conditions studies, capacity analysis, and best practices research
- Accessory dwelling unit support
- Healthy communities and environmental justice
- Inclusive community engagement and hearing support



We work at many scales, from corridors and neighborhoods to districts, cities, and regions across California. We believe that planning should be rooted in place—it should be visionary, bold, and impactful. With expertise in urban design, housing policy, and comprehensive planning, we are working together to holistically solve today's most pressing challenges around housing, mobility, and equity to create vibrant, livable cities. We immerse ourselves in our projects, develop a deep understanding of the unique challenges of each community, and work collaboratively with our clients and community stakeholders. Our experience enables us to craft planning and design strategies that enhance neighborhood character, improve mobility, provide meaningful housing solutions, and promote sustainability and public health—for everyone. We focus on developing user-friendly tools that are supported by good science and feasibility testing, geared toward implementation.

While Ascent team members have the qualifications to lead many of the requested services in-house, we have supplemented our team with trusted local partners, including Imagine Creative Services, Kearns & West, CR Associates, Keyser Marston Associates, Citythinkers, Spurlock Landscape Architects, and Intersecting Metrics, in this proposal to offer the City of San Diego the resources to quickly assemble a customized and integrated multidisciplinary team to address the unique challenges and opportunities in any project that may

arise. Our team members have years of experience working together, with us, and with the City of San Diego to deliver successful and innovative projects in response to the cross-cutting nature of these topic areas as summarized below.



Community Planning and Urban Design, including Land Use, Urban Design, Community Planning, Zoning Updates, and Objective Design Standards. Ascent's Urban Design + Planning Studio has led community planning and design efforts throughout Southern California and statewide to streamline the production of housing, including for the Cities of San Diego, South Gate, Los Angeles, Irvine, Long Beach, Sacramento, West Sacramento, Fresno, Truckee, and Sunnyvale and for the Counties of San Diego, Sacramento, and Fresno, as well as for SCAG, SANDAG, and SACOG. Many of Ascent's urban designers and planners are also architects or landscape architects who have worked with both public and private sector clients to develop and implement built residential projects, mobility improvements, parks, and open spaces. Our team has provided similar services to the City of San Diego during the last on-call cycle, as well as for the Sacramento Area Council of Governments and the San Diego Association of Governments for the REAP program, including housing element implementation assistance; housing feasibility studies; master planning; specific plans, corridor plans, and area plans; land use and zoning updates; objective design standards; design visualization; and best practices training and guidance.

Citythinkers will provide added support on visualization and targeted outreach. Their work ranges in scale and scope from general plans to community plans, specific plans, zoning codes, streetscape design, design guidelines, housing design, and community outreach.



Housing Policy and Affirmatively Furthering Fair Housing (AFFH). Chelsey Payne, Ascent's Director of Urban Planning, is known statewide as a housing policy expert and has prepared over 70 housing elements during the past three housing element cycles for cities and counties across the state. Ascent has succeeded in achieving certified housing elements for all our clients, including over a dozen housing elements in the sixth housing element cycle. We follow the legislative process closely and are well versed in addressing the latest legislation affecting housing elements and general plans. Ascent is currently providing technical assistance to local governments across California to help cities and counties prepare, adopt, and implement plans and process improvements that streamline housing approvals and accelerate housing production. In addition, our team is experienced in conducting Assembly Bill (AB) 686 fair housing assessments, analyzing housing element sites, and updating zoning and design standards to facilitate the production of housing.



Inclusive Community Engagement. Ascent's team members are skilled facilitators and are trained as planners and designers, helping them to effectively connect with stakeholders and link feedback directly to planning and design solutions. We have led dozens of engagement activities in a mix of settings, including virtual, in-person, and hybrid meetings, and we have experience designing outreach programs using *Zoom*, *Microsoft Teams*, and other platforms such as *Konveio, Mural, Miro, Social Pinpoint, and Hello Lamp Post*. We are able to incorporate simultaneous translation, video recordings, live polling, and breakout rooms for real-time feedback, as well as conduct broader outreach using online surveys and stakeholder interviews. We do not view this effort as simply checking the box, but as a platform to provide meaningful design-related clues and capacity building through collaborative planning. The Ascent team has worked closely with the City on the *Inclusive Public Engagement Guide* and the Mid-City Communities Plan Update, as well as on prior community planning efforts, so we are familiar with the City's needs and goals related to robust and inclusive engagement, community partnering, pop-up outreach, youth engagement, and working group and community planning group engagement.

Imagine Creative Services, LLC (Imagine) will supplement the Ascent team with additional support for public outreach, facilitation, and videography. Imagine teamed with Ascent on the City of San Diego Housing Action Package (HAP) 2.0, Inclusive Public Engagement Guide and the Mid-City Communities Plan Update projects, which included the creation of promotional videos featuring drone photography, as well as youth engagement and community partnering.

Additionally, Kearns & West will supplement the Ascent team with services related to community engagement, stakeholder facilitation, and communications. Kearns & West's expertise embraces assisting local governments to connect with their communities. Their experience includes involving communities and populations that are often underrepresented in planning and government affairs. Kearns & West have also been part of the team working with the City on the Inclusive Public Engagement Guide.



Mobility. CR Associates will provide services related to transportation engineering, mobility, and parking. They bring expertise in the areas of parking analysis, active transportation, transportation safety, complete streets, and SB 743. CR Associates is currently working with the Ascent team and the City of San Diego on the Mid-City Communities Plan Update. Ascent staff will supplement CR Associates to provide additional expertise in complete streets, multi-modal design, streetscape, and urban design.

Additionally, Intersecting Metrics has successfully delivered a wide range of projects that were in compliance with City's standards, including development impact fee programs, infrastructure needs assessments, community-wide plans, corridor studies, safety assessments, and traffic impact studies, and will be available to assist with mobility analysis, including for CEQA, as well as public facilities planning.



Economics. Keyser Marston Associates (KMA) will provide services related to economic, fiscal, and market analyses, and public facilities planning. KMA works with planning and environmental professionals on general plans/specific plans and zoning updates. They are uniquely qualified to support the City of San Diego's varied planning initiatives with market, fiscal, and economic analyses and have supported Ascent on past efforts related to market analysis and feasibility testing, including past community plan updates and the Cannabis Equity Assessment.



Urban Greening. Spurlock Landscape Architects (Spurlock) has been providing landscape architecture and urban design and planning locally for 35 years. Ascent's team members have worked with Spurlock on community planning efforts and visualization for prior City of San Diego community planning efforts, and Ascent will supplement the Spurlock team to provide additional expertise in urban greening, climate, and streetscape.



Historic Preservation. Ascent's architectural historians meet the Secretary of the Interior's Professional Qualification Standards for architectural history and history and together have over 50 years combined experience, ranging from single building evaluations to district-wide surveys. They have assisted with CEQA, Public Resources Code 5024 and 5024.5, and Section 106 compliance for numerous state, local, and public agencies, including historic structure evaluations, determining consistency with the Secretary of the Interior's standards, and documenting adherence to local design guidelines. Ascent's architectural historians also have experience assisting local agencies with updating their historic preservation goals and policies.

CEQA Documents and Environmental Review. Since our founding in 2010, compliance with the CEQA and the National Environmental Policy Act (NEPA) has been at our core, expanding to offer a broad spectrum of services, including environmental planning, urban design and planning, climate change and adaptation planning, natural resources, and a full range of technical services. In the 14 years since the firm's founding, we have distinguished ourselves through our creative solutions, technical expertise, and inclusive outreach and engagement processes. Ascent's environmental capabilities and experience include a broad range of environmental compliance documentation, from large, complex CEQA environmental impact reports and NEPA environmental impact statements to stand-alone technical reports, including initial studies, negative declarations, mitigated negative declarations, and categorical exemptions, as well as environmental notices and decision documents.

Ascent also has a full understanding of the lesser-known and utilized exemptions and streamlining opportunities offered by various provisions of the Public Resources Code and the State CEQA Guidelines, particularly for housing projects. Ascent's environmental team is actively involved in supporting SANDAG's Housing Acceleration Program (HAP) Technical Assistance Program and has played a pivotal role in facilitating streamlined housing element implementation and CEQA processes, ultimately contributing to the advancement of sustainable community development across the region.

Climate Action and Adaptation Planning. Ascent has invested in climate action and adaptation planning as a practice since the firm's inception, as it aligns with our core values and depth of expertise. We have been involved in climate action planning efforts throughout California for several decades, which is demonstrated through our project experience. Ascent has prepared climate action plans (CAPs) and climate action and adaptation plans (CAAPs) for many agencies in Southern California, and we are actively working on several CAPs with carbon neutrality targets. Ascent specializes in preparing "CEQA-qualified" CAPs with accompanying environmental documentation and streamlining tools for new development.

The provision of affordable housing, increased mobility, sustainable planning, and equity continues to be a top priority for the City of San Diego and other cities in San Diego county. City of San Diego planning policy establishes the foothold for continued delivery of these important facilities and services. Climate change and GHG reduction strategies outlined in the City's 2022 CEQA-qualified CAP are equally as important as policy goals to be achieved. Ascent supported the City of San Diego on the Climate Action Implementation Plan which won an award from the AEP San Diego Chapter in 2023 in the category of Outstanding Innovation in Resilient or Sustainable Planning and Design. The Ascent team's comprehensive understanding of the City's planning and environmental processes, guidelines, regulations, and ordinances will help to streamline the Planning Department's environmental review process and assist in achieving these goals in a timely and efficient manner. The Ascent team is well acquainted with City of San Diego Planning Department staff and their expectations, and this will further help to streamline environmental documentation preparation and processing and result in the long-term community plan visions becoming reality.

D-1 / PROPOSED TECHNICAL AND MANAGEMENT APPROACH

Christine Babla, Ascent's principal-in-charge, and Matt Gelbman, Ascent's project manager, have over 40 years of combined experience leading complex and innovative multidisciplinary community planning, urban design, and related outreach efforts. Christine will be the City's primary contact for the on-call contract, and the "*Technical Representative*" as specified in Section H of the RFP, responsible for overseeing and monitoring this contract, and Matt will be the day-to-day contact for task orders. Our office is located in downtown San Diego, just minutes from the City's offices. Christine and Matt have experience working with the City on similar efforts and have direct experience coordinating community planning, design, transportation, and outreach work efforts with team members from Imagine, Kearns & West, CR Associates, Keyser Marston, Citythinkers, and Spurlock. Christine and Matt are supported by local staff, including additional project managers, technical experts, and supporting staff in San Diego, and in Ascent's four other offices.

The Ascent team's project experience is provided in Section D-5, through project examples and a summary matrix. Ascent's technical team and subconsultants have been carefully chosen for their technical expertise, successful record for document delivery and quality, understanding of agency regulations and expectations, and experience with projects in San Diego and the region. Together, the Ascent team can handle any or all assignments outlined in the RFP. In addition, we have intentionally organized a team with overlapping and complimentary skills so that we can quickly assemble a team, large or small, to be responsive to any need that may arise and support multiple assignments concurrently.

On-Call Approach and Preparation of Task Order Scopes of Work

When requested by the City to prepare a Task Order Proposal and Scope of Work, Ascent's principal-in-charge, Christine Babla, will work with Matt Gelbman, Ascent's project manager, to prepare a response and approach. We will build on our understanding of the City's goals and objectives and engage critical technical staff members and/or subconsultant team members to develop the proposed scope of work, schedule, budget, and teaming structure in response to the City's needs. In addition, through our previous work with the City we have demonstrated our familiarity with working with the City and our ability to successfully navigate the City's contracting requirements.

The proposed scope of work and approach will include all tasks, activities, meetings, and work products, along with a schedule and detailed cost estimate. The cost estimate will present all labor effort by person for each task and will include subconsultant costs. For purposes of clarity, Ascent will describe any assumptions that underpin the cost estimate. After receipt of comments from the City, the scope of work, schedule, and task order price will be refined as needed, and finalized for authorization.

We engage the entire team (i.e., the City and subconsultants) early in the process, set expectations and deadlines for delivery, and provide a roadmap for how the process will proceed. We are collaborative in that we believe in close coordination with City staff, working shoulder to shoulder on task assignments. During the course of an assignment, we would develop an agreement with City staff on the schedule and nature of communications to optimize efficiency and maintain a close working relationship.

Project Management

Ascent and our subconsultant team members have the ability to begin work immediately. Our management team strives to meet or exceed client expectations by serving as a true extension of City staff. We understand

the need to perform within challenging fixed schedules and other constraints. Further, we have demonstrated our ability to deliver within narrow time frames, often on simultaneous projects. Scheduling and workload management systems at Ascent are designed to allocate resources to meet all clients' due dates, regardless of their timing or the number of deadlines in a given period.

Ascent's scheduling and workload management systems employ several strategies, including software-driven (Deltek Vantagepoint); weekly schedule and workload management monitoring; long-range (3 to 6 months) staffing projections to secure availability; and critical path method and timeline scheduling for tasks and milestones (e.g., Microsoft Project). Using these proven strategies, Ascent has successfully completed numerous complex projects with demanding schedules that required attentive project management, coordination, and communication.

Christine Babla will provide senior oversight of design and technical work, in conjunction with Matt Gelbman, who will be responsible for planning and controlling the execution of the work and schedule. Matt will be responsible for close communications with City staff, which can include weekly or biweekly status discussions in person or via Teams. Frequent communication with subconsultants is another critical responsibility of the project manager. Subconsultants are fully engaged and kept informed sufficiently in advance of project milestone deadlines to ensure timely delivery of their work products. This communication ensures early issue identification and resolution, as needed, to prevent schedule conflicts.

Direct responsibility for project cost management is assigned to the project manager, in conjunction with task order leads, if applicable. The project manager is supported by an internal accounting and job-cost monitoring component of the Deltek Vantagepoint software, which is designed to efficiently provide detailed information to facilitate job-cost control. The system uses staff budgeting controls, and computer input from time records, invoices, and expense records. The following management tools and reports are provided regularly to the project manager:

- Employee person-hour reports (weekly, automatically generated)
- Job-cost reports (weekly, automatically generated)
- Billing summaries (monthly, automatically generated)

Labor reports are reviewed by the principal and project manager every two weeks, or more frequently if dictated by project requirements. Billing invoices are generated monthly or as needed (depending on the contract provisions). All invoices are reviewed and approved by the project manager before being forwarded to the City. Budget expectations are communicated to the entire team via an in-house project initiation meeting to clearly communicate team roles and responsibilities, project data and resources, and schedule and budget information.

Quality Assurance/Control Process

Ascent takes pride in producing high-quality design, planning, and environmental documents. We strive to produce deliverables that are well-designed, technically accurate, complete, clear, and professionally presented. Quality is the cornerstone of what we do, and we achieve this through rigorous attention to our quality management process. From start to finish, every document undergoes multiple reviews to ensure Ascent deliverables exceed industry standards.

Quality assurance is much more than simple principal review prior to submittal. Strategies to achieve high quality are embedded throughout our projects from contract execution and preparation of the deliverable to production of the final work product. Authors use an established Ascent Style Guide to ensure the consistency and quality of all documents. Every document is reviewed by senior staff and the project principal. This ensures not only that the style and content of the document are accurate but that the approach, tone, and usefulness of the deliverable meet or exceed client expectations.

D-2 / KNOWLEDGE AND UNDERSTANDING OF LOCAL ENVIRONMENT

The *Ascent team* has worked on numerous City assignments and are well acquainted with the City Planning Department leadership and staff, your expectations for consultants, and your hands-on working style. Most members of the Ascent team are local, with offices downtown or within minutes of City offices. As such, we are able to maintain a local presence and high-level of engagement for each project, collaborating in-person with City staff as needed, and being hands-on in workshops, events, working group meetings, and other community engagement activities from the start of a project and throughout the process. We are familiar with the General Plan's City of Villages strategy and Blueprint SD; the City's Community Plans, Community Planning Groups, and the Community Plan update process; other functional plans like the Mobility Master Plan, Parks Master Plan; Complete Communities and Build Better SD; as well as other local and regional planning documents, policies, and regulations that guide development and design in San Diego.

Examples of our team's current and past local work includes supporting the City's updates of the Kearny Mesa, Otay Mesa, Midway-Pacific Highway, Old Town, Mid-City Communities Plan, as well as the Morena Specific Plan, the Palm Avenue Revitalization Plan, the City's Cannabis Equity Assessment, the Inclusive Public Engagement Guide, supporting Housing Action Package (HAP) 2.0, and the award-winning Climate Action Implementation Plan (2023 Association of Environmental Professionals [AEP] Awards, Outstanding Innovation in Resilient or Sustainable Planning and Design). Our team has also worked extensively with other local agencies, such as the County of San Diego, San Diego Unified Port District, and SANDAG, as well as with other local planning agencies and neighboring cities, so we are familiar with the planning objectives and goals for the region as a whole. We have worked with the Port of San Diego on the Port Master Plan Update and EIR, with SANDAG on the Housing Acceleration Program Technical Assistance for local jurisdictions, and with the County of San Diego on multiple planning and environmental documents. Through SANDAG, we have been able to support the City with updates to the online Housing Affordability Toolkit to address recent state housing laws, including AB 2011/SB 6, SB 423, and AB 1287.

We have worked closely with the City on outreach and community engagement efforts for HAP 2.0, IPEG, and Mid-City. Our team has been able to create videos that communicate the key points of City initiatives, pioneer new processes and support an independent and objective selection of members of working groups for HAP and IPEG. In addition, through our work on Mid-City, we have been able to partner with community-based organizations, artists, and others, as part of a broad and inclusive engagement process. Additionally, our team offers a variety of engagement tools to cost-effectively solicit input with new and emerging online methods, on-site activities and pop-up events, as well as through traditional means such as stakeholder interviews, workshops, town halls, and charrettes, both in-person and online.

The City has had many recent successes with new and forward-thinking approaches to community plan updates, development regulations, and multimodal mobility improvements by updating zoning, eliminating parking minimums, implementing new bike lanes, and reducing barriers to housing. The City has made great strides, but there is still work to be done to implement the City of Villages Smart Growth Strategy and Blueprint SD in a more efficient and affordable manner, to streamline the CEQA and approval processes, and to achieve buy-in on the need for compact transit-oriented infill development and smart growth. San Diego's 52 community planning areas present a broad range of challenges and opportunities, including villages of different scale, character, natural resources, and terrain, as well as economic and environmental justice disparities.

Given the local environment's challenges and the City's priorities, we have partnered with a team of local subconsultants to offer the City a deep bench of specialists and resources to work collaboratively and efficiently as an extension of City staff to address all on-call needs described in the RFP.

- *Imagine* has provided public outreach and engagement services in San Diego with a special focus on hard-to-reach communities and youth. Imagine has worked to create customized engagement opportunities using applied theatre, media arts, and trauma-informed restorative justice practices to address the challenges of building trust and collaborative problem-solving in hard-to-reach communities for Build Better SD, HAP 2.0, IPEG, and Mid-City.

- *Kearns & West's San Diego team* brings additional local experience, knowledge, and roots in community engagement and facilitation. Kearns & West have contributed to the City of San Diego's Inclusive Public Engagement Guide, San Diego Power Needs Assessment, San Diego International Airport/Airport Noise Advisory Committee, and multiple projects for the County of San Diego, including an affordable housing project in City Heights and a financing study for the San Diego River Park.

- *KMA* is knowledgeable about local economic and market dynamics and has provided economic consulting services to support the updates of the Midway-Pacific Highway, Old Town, Southeastern San Diego, Encanto Neighborhoods, Barrio Logan, Mira Mesa, and University Community Plans, as well as on the Cannabis Equity Assessment for the City, in collaboration with Ascent.

- *CRA* has an extensive work history with the City of San Diego that has enabled them to gain expert knowledge of the policies, standards, and regulations that guide transportation planning, analysis and design, as well as to build strong working relationships with staff in many city departments. CRA, in conjunction with other Ascent team members, has helped influence some of the City's planning context through their involvement in many transformative projects (Mobility Elements for ambitious community plans such as Mission Valley, College Area, Midway-Pacific Highway and Kearny Mesa, etc.), and a part in shaping some of those local policies (Complete Streets Guidelines, the Transit Priority Area parking standards, the VMT-fee based program for traffic impacts). Furthermore, CRA's involvement in the planning and traffic engineering of many signature SANDAG mobility projects intersect with the City's transportation network, further solidifying their contributions to and knowledge of the region's transportation landscape.

- *Citythinkers* has assisted the City of San Diego Planning Department on numerous assignments, working closely with staff to deliver relevant and effective urban design concepts and graphics that are tailored to the specific needs of diverse communities across the city. Diego Velasco is a native San Diegan and has worked with the Planning Department for almost two decades. He has an intimate knowledge of local communities, from Otay Mesa to Southeastern, Mission Valley, and the University communities among others.

- *Spurlock* has a thorough understanding of City codes and regulations (Municipal, Land, Building) and the San Diego Street Design Manual. They have prepared Whitebook and Greenbook specifications for Public Works and have ample experience with San Diego Regional and Standard Drawings, the Consultant's Guide to Park Design, and the Civic San Diego Streetscape Manual for downtown. Spurlock provided support for the Mira Mesa Community Plan Update with specific focus on Streets & Urban Forestry, Parks & Plaza Prototypes, and Street Sections & Urban Greening recommendations. In addition, Spurlock has contributed to many important built projects in San Diego, such as Mercado Del Barrio, Paradise Creek Apartments, and 1 Mission.

- *Intersecting Metrics (IM)* has an extensive work history with the City of San Diego, gaining expert knowledge of City policies, standards, and regulations for infrastructure and public facilities planning, design, funding, and construction. IM has worked with the City on projects including development impact fee programs, infrastructure needs assessments, nexus studies, community-wide plans, corridor studies, safety assessments, traffic impact studies, and operations analysis.

D-3/4 / PROJECT ORGANIZATION AND KEY PERSONNEL

Ascent was created to provide planning, design, and environmental services under one roof with a focus on California projects. We are nearing our fifteenth year as Ascent, with a staff of more than 130 individuals across the state, including in Downtown San Diego, who will be available to execute any assignment from the City. We are highly qualified to lead this work for the City and are well-prepared to support the City of San Diego in fulfilling the On-Call Scope of Work to comprehensively provide integrated multidisciplinary planning services. As described in prior sections of this proposal, we have teamed with other trusted local firms to provide an integrated team that can address any need that may arise during the course of the on-call program.

Organizational Chart

The organizational chart below illustrates our project team organization, reporting structure, and anticipated project roles of each of our key personnel.

CITY OF SAN DIEGO

PRINCIPAL-IN-CHARGE
Christine Babla, AIA, AICP, LEED AP*

PROJECT MANAGER/SENIOR URBAN PLANNER
Matt Gelbman, AICP*

Land Use and Urban Design

INCLUDING COMMUNITY PLANNING, ZONING, FEASIBILITY TESTING, VISUALIZATION, OBJECTIVE DESIGN STDS

Christine Babla, AIA, AICP, LEED AP*
Matt Gelbman, AICP*
Chelsey Payne, AICP*
Angela Khermouch, RA, AIA
Veronica Alatorre
Anh Thai, LEED AP
Paul Kronser
Diego Velasco, AICP (CIT)

Urban Greening

INCLUDING LANDSCAPE ARCHITECTURE AND VISUALIZATION

Brad Lents, RLA, AICP, L2.15EED AP* (SP)

+ over 250 supporting staff

Mobility

INCLUDING TRANSPORTATION/CIVIL ENGINEERING, MOBILITY, STREET DESIGN, AND PARKING

Monique Chen, PE (CRA)
Phuong Nguyen, PE* (CRA)
Andrew Prescott, AICP (CRA)
Sasha Jovanovic, AICP (CRA)
Stephen Cook, TE (IM)
Angela Khermouch, RA, AIA

CEQA, Environmental Planning, and Climate Resilience

Kathie Washington*
Chad Beckstrom, AICP
Andrew Martin
Erik de Kok, AICP*
Scott Gressard
Matt McFalls

Outreach & Engagement

Matt Gelbman, AICP*
Christine Babla, AIA, AICP, LEED AP*
Veronica Alatorre
Peter Schrock* (IMS)
Catherine Schrock (IM)
Joan Isaacson (KW)

Economics

Michael Tactay* (KMA)
Paul C. Marra (KMA)
Reena M. Arvizu (KMA)

Historic Preservation

Alta Cunningham*
Amber Grady

*Key Staff | (CR Associates) CRA | (IMS) IMAGINE CREATIVE SERVICES | (KW) KEARNS & WEST | (KMA) KEYSER MARSTON ASSOCIATES | (CIT) CITYTHINKERS | (SP) SPURLOCK | (IM) INTERSECTING METRICS

Ascent's Management Team and Key Leaders

The project management team is made up of individuals whose experience, performance, and personal commitment match well with the City for this opportunity. Detailed discussion of their experience is provided below and on the following pages. Please see Section D-5 for detailed project sheets and relevant project experience.

Christine Babla, AIA, AICP, LEED AP, Ascent's Urban Design and Planning principal, will serve as the principal-in charge and technical representative (per Section H of the RFP), for the effort. Christine has 25 years of experience in urban design and planning and has worked extensively throughout the City of San Diego and Southern California. Christine is highly regarded for her ability to develop innovative design and planning solutions for complex planning challenges, and she has a special expertise in developing modern, graphic, and user-friendly documents and design guidelines and standards. Prior to joining Ascent, Christine was an associate principal with AECOM's San Diego office, where she led Urban Design. Christine has worked on five community plan updates with the City of San Diego, including Otay Mesa, Kearny Mesa, Midway, Old Town, and Mid-City, which is ongoing, as well as projects such as the Palm Avenue Revitalization Project and the Sorrento Valley TOD Study.

Matt Gelbman, AICP, Ascent's project manager, will manage the team of Ascent staff and subconsultants, lead the coordination of work, and serve as the day-to-day point of contact for City staff. Matt has over 15 years of experience and has worked extensively throughout the City of San Diego and Southern California. Matt has worked on multiple community plan updates, as well as the Morena Specific Plan, and other privately led development projects. Matt is currently serving as the project manager for two ongoing projects with the City, through task orders under our current on-call, including the Mid-City Communities Plan Update and the Inclusive Public Engagement Guide.

Christine and Matt, together with Kathie Washington, Andrew Martin, and others at Ascent, have experience working with the City of San Diego, SANDAG, the County of San Diego, the Port of San Diego, and other San Diego area cities, and are knowledgeable of the regional plan, the City of San Diego General Plan and Blueprint, the City of San Diego Zoning Code and PDO, the Port Master Plan, and other local regulations, ordinances, and policy documents. Additionally, the Ascent team stays abreast of the latest state laws affecting local planning in California. Erik de Kok, Ascent's Director of Interdisciplinary Planning, brings familiarity with California's planning issues and legal requirements. He has prepared and implemented a variety of long-range planning projects, including community and neighborhood plans, general plans, climate action and climate adaptation plans, and sustainability and resilience plans. Chelsey Payne, Ascent's Director of Urban Planning, is an expert in California housing elements and policy, and advises cities and counties on updating their housing elements, general plans, and zoning ordinances to achieve compliance.

Our Commitment to Diversity

At Ascent, we are passionate about advancing diversity, equity, and inclusion (DEI) and believe that it is essential for our success as a company and as a force for positive change in the world. We value the diverse perspectives, experiences, and identities of our employees, clients, partners, and communities, and we work hard every day to create a culture where everyone feels welcome, heard, respected, and empowered.

In addition to our internal DEI programs focused on advancing DEI in the workplace and the profession, Ascent is committed to working with diverse and underrepresented communities to provide meaningful urban design and planning solutions that addresses housing and homelessness, mobility, parks and open space, climate and environmental justice, and inclusive. We actively seek out diverse teaming partners and community organizations to work with who share this commitment. Tab A contains more detailed information on Ascent's DEI initiatives and programs.

Subconsultant Team Members

Our team of subconsultants provides specialized expertise to supplement Ascent's in-house technical knowledge. All are highly respected firms with substantial experience in their respective disciplines and, most importantly, local presence and experience with the City of San Diego, including extensive knowledge and understanding of local laws, ordinances, regulations, policies, requirements, and permitting pertaining to their specific disciplines. We have worked with all of our subconsultants on past planning efforts for the City of San Diego, as well as other local agencies, and have excellent working relationships.

We use our obligation to subcontract with small business, and ELBE and SLBE firms in accordance with the City's goals to engage talented professionals who make meaningful contributions to the contract's work products. Brief biographies for our subconsultant team members are provided below, including their proposed role, and relevant experience. We are committed to meeting the City's goal and have committed to a minimum of 25% SLBE/ELBE contracting for this program. ELBE/SLBE firms planned contract commitment (as a percentage) is identified in Tab A, per the RFP requirements.

citythinkers
urban design + planning

- Visualization Support
- Targeted Outreach

Citythinkers is an integrated and multidisciplinary planning, urban design, and outreach firm whose central mission is to build a better city. Based in San Diego and with 25 years of experience in the fields of planning, housing, and design, the firm's work ranges in scale and scope from general plans to community plans, specific plans, zoning codes, streetscape design, design guidelines, housing design, and community outreach. In recent years, they have gained valuable expertise in community resiliency planning. Their background in architecture (focused on urban, infill housing, and mixed use) informs the planning practice and enriches each planning project with "real-world truth-testing" of bold ideas and visionary thinking.

Citythinkers has a proven track record of successful work and collaboration on multiple City of San Diego projects, including almost all recent community plan updates in the city, housing incentive programs (such as Complete Communities), the Hillcrest LGBTQ+ Cultural District, and the Coastal Resilience Master Plan, to name a few. They have a close and productive working relationship with City Planning Department staff and work easily across multiple teams.

CR ASSOCIATES

- Mobility Planning
- Traffic Analysis
- Transportation Planning
- SB 743 Compliance
- Active Transportation

Founded in 2011, CR Associates (CRA) is a San Diego–based mobility consulting firm with over 50 professionals. The firm's comprehensive services encompass transportation planning, engineering, and design, allowing them to engage in projects from inception to implementation. CRA's longstanding partnership with the City of San Diego has afforded the firm deep insights into City policies, standards, and regulations governing transportation infrastructure. CRA will leverage their vast experience providing the City with as-needed services identical to this contract, such as community plan technical assistance and development, multimodal mobility analyses, concept development, travel forecast modeling support, parking evaluations, and traffic operations and vehicle miles traveled (VMT) evaluations. CRA maintains DBE, SBE, WBE, and MBE certifications.

IMAGINE

- Video Production
- Youth Engagement
- Community Engagement
- Meeting and Event Planning
- Meeting Facilitation

Imagine is a creative engagement consulting company working at the intersection of applied theatre, multimedia arts, and community development. Founded in 2021, they utilize the arts to educate, connect, inspire, and activate as they seek to support the flourishing of San Diego's diverse communities. Their experience on local projects like Build Better SD, the Inclusive Public Engagement Guide, and the Mid-City Communities Plan Update has equipped Imagine to work dynamically and responsively to the unique needs of the San Diego community.

KEARNS & WEST

- Outreach Strategy
- Outreach, Workshop, and Open House Planning, Logistics, and Facilitation
- Interpretive Services and Translation
- Online Resources, Interactive Websites, Surveys, and E-Blasts

Kearns & West specializes in community engagement, stakeholder facilitation, and communications. In business for 40 years, their team of more than 100 staff is at the forefront of involving communities and other stakeholders in public policy, planning, housing, resource management, parks and open space, equity, and major infrastructure across the country. The local San Diego team has experience across San Diego County, including work with the City of San Diego Planning Department, San Diego Community Power, San Diego International Airport Authority, and SANDAG. All members of the local team have lived and worked in San Diego for many years, and most grew up in the region. They also have backgrounds in planning and are skilled at integrating multipronged community engagement programs with planning projects and environmental review. Their approach involves weaving together traditional public involvement tools with online engagement and "going to where people are" to optimize participation opportunities. Kearns & West's skilled facilitators help contribute to successful community meetings and advisory group processes. Equitable, inclusive engagement—especially for underserved and historically marginalized communities—is standard practice for them.

CELEBRATING 50 YEARS Founded 1973

KEYSER MARSTON ASSOCIATES

- Economics
- Market Assessment and Revitalization Strategies
- Financial Feasibility
- Fiscal and Economic Impact Analyses
- Economic Development Plans
- Public Facilities Planning

KMA is a multidisciplined real estate and economic advisory firm founded in 1973. From its offices in San Diego, Los Angeles, and Berkeley, KMA has served over 700 clients on more than 2,500 projects. Public sector clients include nearly every major municipality in California, housing authorities, transit districts, counties, special districts, port authorities, and colleges and universities. KMA has a long history providing the City of San Diego with a broad range of consultative services in support of the City's varied planning initiatives, including conducting a market and economic assess for major land uses within community plan areas for the Mira Mesa and University Community Plan Updates. In addition, KMA recently prepared a socioeconomic and housing analysis in support of the City of San Diego's affordable housing and residential tenant protection and assistance procedures for the Barrio Logan Community Plan Update.

SPURLOCK

LANDSCAPE ARCHITECTS

- Urban Greening
- Landscape Architecture
- Parks Planning
- Conservation and Open Space Planning
- Facilities Planning
- Visualization Services

As a San Diego–based business, Spurlock has been providing landscape architecture and urban design and planning locally for over 40 years. They often work as a prime consultant or in conjunction with architects and other professionals to strengthen connections to open spaces and learning environments, analyzing circulation patterns and transportation corridors, phasing for future projects, and implementing site design that embraces sustainable and regenerative features. Spurlock's services include landscape architecture, planning, and urban design. Established in 1988, Spurlock comprises 18 team members with a shared commitment to connecting people to place. Core services for this contract include preparing or assisting with the preparation of technical planning reports, such as visual analysis studies or consistency determinations. Spurlock will conduct field evaluations and assessments to prepare visual analysis.

Spurlock has held City as-needed contracts for landscape architecture since 2016 and is also a team member on other City as-needed contracts, including planning, architecture, civil, and transportation engineering, giving them extensive experience and familiarity with City departments, requirements, and approval processes. Spurlock is often subcontracted with multi-disciplinary teams to provide long-range park planning, transportation studies (i.e., walkability, bike lanes, TOD), public engagement, and graphic design support, all in support of the City's environmental justice, fair housing, and climate goals and policies.

IM Intersecting Metrics

- Mobility Planning
- Public Facilities
- CEQA Support

Intersecting Metrics is a San Diego based transportation engineering, mobility planning, and public facilities financing firm that was established in 2021. Intersecting Metrics brings a data-focused approach to solving complex problems, which allows us to establish unique and innovative methods in our analysis. We work closely with our clients to understand their transportation needs, so we are able to effectively develop smart and sustainable solutions that provide efficient mobility for all. Intersecting Metrics provides a variety of mobility-related services including multi-modal planning, transportation impact analysis, operations analysis, peer review, and project management. We also provide services relating to public facilities financing, including fee program development, nexus studies, financial projections, and fee program evaluations.

IM has performed and completed several complex and controversial public facilities financing and infrastructure need studies under the City's current As-Needed Civil Engineering Services Contract, including developing the City's Active Transportation In-Lieu Fee Program, as well as evaluating the City's existing public infrastructure (citywide) for Build Better SD, including developing new standards for each asset class (Parks, Libraries, Fire and Mobility), identifying the infrastructure needs to allow future growth to meet those standards, developing cost estimates for the identified infrastructure, and overseeing the development of a legal nexus to allow the fees to be imposed on new development. IM is currently working with the City to develop a Park Needs Index (PNI), which will identify where park funding would be best allocated throughout the City. Stephen Cook, IM's Founding Principal, has provided transportation engineering and public facilities financial services to the San Diego Region since 2001.

Roles and Responsibilities of Team Members

ASCENT – PRIME CONSULTANT

- ✓ Project Management
- ✓ Community Outreach and Public Engagement
- ✓ Urban Design
- ✓ Site Analysis, Feasibility, and Alternatives Testing
- ✓ Transit-oriented Development and Station Area Planning
- ✓ Streetscape and Corridor Planning
- ✓ Community Plan Updates, Specific Plans, and Targeted Zoning Updates
- ✓ Design and Development Standards and Guidelines, including Objective Design Standards
- ✓ Policy Planning
- ✓ Housing Element Updates and Related Studies
- ✓ Public Facilities Planning
- ✓ Conservation and Open Space Planning
- ✓ GIS and Data Analysis
- ✓ Graphic Design, Branding, and Document Development
- ✓ 3D Rendering, Simulations, and Visualizations
- ✓ Historic Preservation
- ✓ Climate Resilience and Climate Adaptation Planning
- ✓ Environmental Planning (CEQA and NEPA)

IMAGINE CREATIVE SERVICES (ELBE)

- ✓ Video Production
- ✓ Youth Engagement
- ✓ Community Engagement
- ✓ Meeting and Event Planning
- ✓ Meeting Facilitation

KEARNS & WEST (SBE)

- ✓ Outreach Strategy
- ✓ Outreach, Workshop, and Open House Planning, Logistics, and Facilitation
- ✓ Interpretive Services and Translation
- ✓ Online Resources, Interactive Websites, Surveys, and E-Blasts

CR ASSOCIATES (SBE)

- ✓ Mobility Planning
- ✓ Traffic Analysis
- ✓ Transportation Planning
- ✓ SB 743 Compliance
- ✓ Active Transportation
- ✓ Public Facilities

INTERSECTING METRICS (ELBE)

- ✓ Mobility Planning
- ✓ CEQA Support
- ✓ Public Facilities

KMA (SBE)

- ✓ Economics
- ✓ Market Assessment and Revitalization Strategies
- ✓ Financial Feasibility
- ✓ Fiscal and Economic Impact Analyses
- ✓ Economic Development Plans
- ✓ Public Facilities

CITYTHINKERS (ELBE)

- ✓ Visualization Support
- ✓ Targeted Outreach

SPURLOCK (SLBE)

- ✓ Urban Greening
- ✓ Landscape Architecture
- ✓ Parks Planning
- ✓ Conservation and Open Space Planning
- ✓ Facilities Planning
- ✓ Related Visualization Services

Key Staff

Resumes for key members of the Ascent team, including subconsultants, are presented on the following pages, including years of experience, education, professional registrations, qualifications, and relevant project experience, including references. Detailed project pages are provided in Section D-5, for reference, for relevant Ascent projects led by Ascent.

Commitment and Availability of the Proposed Team

In addition to Key Staff, qualifications for supporting staff are included in the following section. The Ascent team offers a staff of over 250, including over 130 at Ascent. In practice, the time demands of a given project vary by project phase. At times, team members may need to be 100 percent committed to the effort, while other phases may require little or no activity. In general, Ascent team members are committed to completion of their respective tasks for successful completion of assignments from the City. The Ascent management team is ultimately responsible for schedule compliance and takes that responsibility very seriously. If, for any reason, a member of the team would not be available due to departure or reassignment, Ascent would submit a written request/notification to the City for approval prior to a change in staffing. Specific commitment levels are provided below for key personnel as requested in the RFP.



EDUCATION

M. Arch., Urban Design, Harvard University Graduate School of Design

B. Arch., Illinois Institute of Technology

PROFESSIONAL REGISTRATIONS

American Institute of Certified Planners

Licensed Architect, State of Illinois

National Council of Architectural Registration Boards (NCARB)

LEED Accredited Professional

KEY PERSONNEL COMMITMENT

60%

Christine's projects have won numerous awards, including a recent San Diego Section APA Award of Merit for Comprehensive Plan- Large Jurisdiction, for the Port Master Plan Update, and a 2023 APA Sacramento Valley Economic Planning and Development Award of Merit for the City of Roseville Corridor Specific Plans.

Christine Babla, AIA, AICP, LEED AP

Principal-in-Charge (Principal, Urban Design and Planning)

Christine is an urban designer, architect, and urban planner with over 25 years of experience in design and planning. She has spent her career working in urban areas on infill and redevelopment, integrating transit, walkability, and mixed use to create complete communities. She is recognized for her skill in bringing together a variety of disciplines and stakeholders to establish a distinctive community vision and for translating that vision into concise, graphic, and user-friendly vision plans, design standards, and regulatory documents.

Christine's project experience includes specific plans, community plans, master plans, streetscape design, objective design standards, hybrid form-based codes, and development of feasibility studies, with a special emphasis on smart growth, transit-oriented development, and sustainable design. Christine has worked on numerous projects for the City of San Diego, including five community plan updates, as well as corridor plans and feasibility studies. Her projects have received numerous awards for planning and urban design, including APA California Chapter, APA Los Angeles, APA San Diego, and CNU. Christine is an active member of the ULI Technical Assistance Panel (TAP) for San Diego-Tijuana, and has taught city planning at SDSU.

Project Experience and References

- Mid-City Communities Plan Update. City of San Diego Planning Department, Alex Frost, 619.236.6006. Role: PIC, Map Atlas, Community Planning, Community and Stakeholder Engagement. $600,000 (over 2 task orders)
- Cannabis Equity Assessment. City of San Diego Development Services, Lara Gates, 619.871.7294. Role: PIC. $69,995
- San Diego Unified Port District, Port Master Plan Update, Anna Buzaitis, 619.686.7263. Role: Lead Designer and Primary Author. $560,000 (over multiple task orders)
- SANDAG, Housing Acceleration Program Technical Assistance, Carrie Simmons, 619.837.6503. Role: PIC, Zoning Updates, and Objective Design Standards. $690,722

- City of Milpitas Gateway–Main Street Specific Plan and EIR, Jay Lee, 408.586.3279. Role: PIC/PM. $970,208
- City of Sunnyvale Village Center Master Plan. Shaunn Mendrin, 408.730.7431. Role: PIC. $344,945
- City of Del Mar Objective Design Standards. City of Del Mar Planning Department, Matt Bator, 858.704.3643. Role: PIC. $89,907.60
- SACOG Sacramento Region Housing Initiatives. For SACOG and County of Sacramento, Folsom, Roseville, Placerville, and Placer County. Role: PIC, Urban Design, Community Planning, Zoning, Visualization. SACOG, Greg Chew, 916.340.6227. $1,807,384



EDUCATION

Master of Urban and Regional Planning, University of California, Irvine

BA, Sociology, Boston University

PROFESSIONAL REGISTRATIONS

American Institute of Certified Planners

KEY PERSONNEL COMMITMENT

70%

Matt Gelbman, AICP

Project Manager (Senior Urban Planner)

Matt is a senior urban planner with over 15 years of experience working with jurisdictions throughout California. He has experience working on comprehensive plans, specific plans, and other policy planning efforts with the goal of increasing housing capacity and streamlining development approval. As a project manager, Matt is responsible for coordinating with clients, leading interdisciplinary teams, adhering to schedules and budgets, and overseeing work on deliverables. In addition, he is an experienced facilitator and effective communicator and has experience developing and executing community outreach strategies and public participation programs. He also has experience leading in-person and virtual workshops and open houses and using a variety of other creative outreach tools and techniques, such as mobile meetings, interactive surveys, mapping activities, websites, and videos. Matt is serving as the project manager on the City of San Diego on the Mid-City Communities Plan Update and worked with the City of San Diego to develop an Inclusive Public Engagement Guide to enhance the overall effectiveness of engagement efforts, build trust with community partners, and encourage inclusivity.

Project Experience and References

- Mid-City Communities Plan Update. City of San Diego Planning Department, Alex Frost, 619.236.6006. Role: PM, Map Atlas, Community Planning, Community and Stakeholder Engagement, $600,000 (over 2 task orders)
- Inclusive Public Engagement Guide. City of San Diego Planning Department, Anisha Gianchandani, 619.533.6551. Role: PM, Community and Stakeholder Engagement. $275,000 (over 2 task orders)
- SANDAG, Housing Acceleration Program Technical Assistance, Carrie Simmons, 619.837.6503. Role PM for program, including Planning, Housing Policy, Zoning, Training. $690,722
- Cannabis Equity Assessment. City of San Diego Development Services, Lara Gates, 619.871.7294. Role: PM. $69,995
- San Diego Unified Port District, Port Master Plan Update, Anna Buzaitis, 619.686.7263. Role: Senior Planner. $560,000 (over multiple task orders)
- City of Sunnyvale Village Center Master Plan. Shaunn Mendrin, 408.730.7431. Role: Senior Planner and Engagement. $344,945
- City of Del Mar Objective Design Standards. City of Del Mar Planning Department, Matt Bator, 858.704.3643. Role: PM. $89,907.60
- City of Sunnyvale, Sunnyvale Housing Element, Trudi Ryan, AICP, 408.730.7435, Role: Senior Planner and Engagement. $329,549



EDUCATION

Master of Regional Planning, Cornell University

BA, Environmental Studies, Oberlin College

PROFESSIONAL REGISTRATIONS

American Institute of Certified Planners

KEY PERSONNEL COMMITMENT

35%

Chelsey's projects have won several awards, including a recent Sacramento Valley Section APA Award of Merit for Comprehensive Plan- Large Jurisdiction, for the City of Sacramento 2021-2029 Housing Element.

Chelsey Payne, AICP

Senior Policy Planner (Housing Policy/Zoning)

Chelsey is an AICP-certified planner with 17 years of experience in urban and regional planning, primarily working with local governments in California. She specializes in various planning projects, including general plans, specific plans, land use studies, housing strategies, equity and fair housing, and community engagement. Chelsey's focus as a housing specialist has involved contributing to over 70 housing elements, maintaining strong connections with HCD, and aiding in policy implementation for zoning code and general plan amendments, infill housing strategies, and special housing studies. Chelsey's work underscores her commitment to addressing housing issues and promoting sustainable, inclusive communities in California.

Project Experience and References

- City of Sacramento Community Development Department, Sacramento Housing Element and Stockton Boulevard Plan, Matt Hertel, AICP, 916.808.7158, Housing Policy, 1,000,000 (for the two projects)
- City of Sunnyvale, Sunnyvale Housing Element, Trudi Ryan, AICP, 408.730.7435, Housing Policy, $329,549
- City of Oakley, Oakley Housing Element, Ken Strelo, 925.625.7036, Housing Policy, $204,745
- SACOG Sacramento Region Housing Initiatives. For SACOG and County of Sacramento, Folsom, Roseville, Placerville, and Placer County. Role: Project Director, Community Planning, Housing Policy, Zoning. SACOG, Greg Chew, 916.340.6227. $1,807,384



EDUCATION

MA, City Planning, San Diego State University

BS, Applied Ecology, University of California, Irvine

KEY PERSONNEL COMMITMENT

50%

Kathie Washington

Senior Environmental Planner (CEQA/Environmental Planning Task Lead)

Kathie is a seasoned CEQA specialist with over two decades of expertise in land use and environmental planning, focusing on San Diego and Southern California. As a highly regarded CEQA practitioner, she has comprehensive experience across federal, state, and local environmental review processes. Her proficiency extends to environmental impact analysis, permit processing, document preparation, public review, and project management. Kathie has successfully overseen numerous CEQA documents, as well as NEPA or joint CEQA/NEPA documents, and helped prepare an Emergency Housing Implementation Plan for the County of San Diego. Her project coordination spans various local agencies, including school districts, cities, counties, and state and federal entities, including SANDAG, managing the EIR team for the San Diego Regional Plan. Her extensive track record includes managing projects for diverse clients and providing strategic guidance on program evaluation, environmental review, land use entitlements, community planning, and constraints analysis.

Project Experience and References

- San Diego Unified School District, Perkins Elementary School Modernization EIR, Paul Garcia-Chaivanu, 619.913.2999, $200,000 CEQA Support
- SANDAG, San Diego Forward: The 2021 Regional Plan EIR, Kirsten Uchitel, 619.699.7335,

- City of San Diego Parks and Recreation, Mayra Medel (formerly with San Diego Unified Port District), 619.235.5923, San Diego Bay and Imperial Beach Oceanfront Fireworks Display Events Project EIR (San Diego Unified Port District)



EDUCATION

MS, Urban Planning, Hunter College, City University of New York

BA, GEOGRAPHY, CALVIN UNIVERSITY, GRAND RAPIDS, MI

KEY PERSONNEL COMMITMENT

25%

Erik de Kok, AICP

Director, Interdisciplinary Planning (Climate Resilience Lead)

Erik has over 27 years of experience in planning, project management, and team leadership, with in-depth knowledge of California's planning process and legal requirements. He has led various long-range planning projects, including climate action and adaptation plans, sustainability and resilience plans, general plan updates (including SB 379 requirements for addressing climate adaptation in the safety element), specific plans, and community and neighborhood plans. Erik is also experienced in environmental review under CEQA. From 2019 to 2022, during his tenure at the Governor's Office of Planning and Research (OPR), Erik led the development of planning guidance documents, technical advisories, and best practices guides on climate adaptation and resilience planning (e.g., CA Adaptation Planning Guide), SB 1000 guidance for general plan environmental justice elements, wildfire hazard mitigation, wildland-urban interface planning, CEQA streamlining, and a new plan alignment guide for local hazard mitigation plans and climate adaptation plans. He also contributed to legislative, regulatory, and interagency coordination initiatives affecting California's planning and policy landscape.

Project Experience and References

- County of Napa, Climate Action Plan, David Morrison, 916.719.6797, $466,455
- County of Sacramento, Climate Action, Phase 3, Todd Smith, 916.874.6918, $490,925
- Resources Legacy Fund, Fire-Adapted Communities Strategy, Laura Tam, 415.308.8347, $302,000



EDUCATION

MA, Historic Preservation, Savannah College of Art and Design

BS, History, University of California, Davis

KEY PERSONNEL COMMITMENT

35%

Alta Cunningham

Director, Cultural Resources (Historic Preservation Task Lead)

Alta is an architectural historian whose 23 years of professional experience includes archival research, historic building and structure surveys and evaluations, and cultural resources documentation for projects ranging from single building evaluations to district-wide surveys for CEQA, Public Resources Code Section 5024, and National Historic Preservation Act (NHPA) Section 106 compliance. She meets the Secretary of the Interior's Professional Qualification Standards for architectural history and history. Alta also meets the Office of Historic Preservation's professional qualifications as an archaeological technician. Her experience in historic preservation planning provides a strong understanding of federal, state, and local historic preservation laws. Alta recently authored the cultural resources and tribal cultural resources sections of the Supplemental EIR for San Diego County's Climate Action Plan.

Project Experience and References

- University of California, Davis, Program EIR for the Long Range Development Plan Addendum, Heather Davis, 530.759.3766, Historic Preservation, $40,630
- Sacramento Municipal Utility District, As-Needed CEQA, Ammon Rice, 916.732.7466 Historic Preservation, $51,000 (historic support)

- California Department of General Services, Real Estate Services Division, State Buildings Program EIR, Stephanie Coleman, 916.376.1602, Historic Preservation, $200,000 (historic support)



EDUCATION

BA, Communications Studies, Biola University

KEY PERSONNEL COMMITMENT

25%

Peter Schrock | Imagine Creative Services

Public Outreach and Facilitation, Videography

Peter is a co-founder and the director of operations with Imagine Creative Services. He is a writer, designer, photographer, and filmmaker with over 20 years of experience in nonprofit communications and media arts. He has worked in the United States and internationally in a wide variety of contexts to uncover and amplify stories that feature hope, beauty, connection, and the power of community.

Project Experience and References

- City of San Diego Planning Department, Inclusive Public Engagement Guide, Anisha Gianchandani, 619.533.6551, Public Outreach & Engagement, $38,000
- City of San Diego Planning Department, Seth Litchney, 619.533.4546, Public Outreach & Engagement, $18,500
- City of San Diego Planning Department, Mid-City Communities Plan Update, Alex Frost, 619.236.6006, Public Outreach & Engagement, $40,500



EDUCATION

BS, Civil Engineering, San Diego State University

PROFESSIONAL REGISTRATION

Professional Engineer, Traffic, California, No. TR2660

KEY PERSONNEL COMMITMENT

25%

Phuong Nguyen, PE | CR Associates

Transportation Planning and Engineering

Phuong brings 16 years of experience in providing transportation engineering services. He excels in project and task management, handling diverse projects, including parking plans, traffic operations, micro-simulation, SB 743 implementation, transportation impact analysis, and conceptual engineering. Phuong is highly proficient in using advanced technologies for parking studies, including drones, Automatic License Plate Recognition (ALPR), Custom Google Streetview, Destination-Based Parking Analysis, and time-lapse parking monitoring, as well as parking meter technologies. He served as the lead traffic engineer for the City of San Diego Uptown Community Parking District – South Banker Hills Residential Parking Permit Study project. The report issued recommendations on how to structure a potential residential parking permit area, which would help maintain residential parking supply.

Project Experience and References

- City of San Diego, Mission Valley Community Plan Update, Nancy Graham, 619.236.6891, Mobility Element and Traffic Impact Studies (TIS), $560,000
- City of San Diego, College Area Community Plan Update – Mobility Element & TIS, Nathan Causman, Mobility Element & TIS, $210,000
- City of San Diego, Kearny Mesa Community Plan Update, Lisa Lind, 619.236.6531, Mobility Element & TIS, $334,277



EDUCATION

MA, City Planning

BA, International Security & Conflict Resolution

PROFESSIONAL REGISTRATION

American Institute of Certified Planners

KEY PERSONNEL COMMITMENT

25%

Andrew Prescott, AICP | CR Associates

Transportation Planning

Andrew has over 10 years of experience in multimodal transportation planning and safety analysis. He has managed a variety of mobility projects, such as multimodal corridor plans, safety studies, active transportation plans, and traffic studies. Andrew's extensive experience has honed his communication skills and consensus-building techniques, allowing him to work seamlessly with community members and engage agency staff in active transportation project implementation.

Project Experience and References

- City of San Diego, Mission Valley Community Plan Update, Nancy Graham, 619.236.6891, Mobility Element & TIS, $560,000
- City of San Diego, Morena Corridor Specific Plan, Claudia Brizuela, 619.236.6578, Corridor Plan, $90,000
- City of San Diego, Kearny Mesa Community Plan Update, Lisa Lind, 619.236.6531, Mobility Element & TIS, $334,277



EDUCATION

BA, Economics and Political Science, University of California, Irvine

Certificate in Real Estate Finance, Investments and Development, University of San Diego

KEY PERSONNEL COMMITMENT

25%

Michael Tactay | KMA

Economic, Fiscal, and Market Analysis, Facilities Planning

Michael has over 16 years of experience working closely with numerous public agencies to analyze fiscal and economic impact of proposed developments, infrastructure and public facilities financing, and economic revitalization strategies. He conducts fiscal impact analyses of individual projects as well as buildout of community and specific plans, estimating impact on the revenue and expenditures of cities' general fund budgets. Michael's relevant experience includes evaluating the fiscal and economic impacts of proposed community plan land use alternatives. He has contributed to and led a variety of projects ranging from urban street retail to large master-planned communities.

Project Experience and References

- City of San Diego, Mira Mesa & University Community Plan Updates, Coby Tomlins, 619.533.4549, Economic Analysis, $75,000
- City of San Diego, Barrio Logan Community Plan Update, Tait Galloway, 619.533.4550, Economic Analysis, $19,500
- City of San Diego, Complete Communities – Housing Solutions Program, Brian Schoenfisch, 619.533.6457, Economic Analysis, $91,000



EDUCATION

MA, Urban Planning

BS, Landscape Architecture

PROFESSIONAL REGISTRATION

Registered Landscape Architecture, California, No. 5766

American Institute of Certified Planners

LEED Accredited Professional

KEY PERSONNEL COMMITMENT

25%

Brad Lents, RLA, AICP, LEED AP | Spurlock

Landscape Architecture and Urban Greening

Brad is a principal and owner at Spurlock with over 20 years of professional landscape architecture and urban planning experience addressing open space systems, urban forestry strategies, and transportation corridors. He has led projects that require viewshed analysis, streetscape enhancements, pedestrian improvements, public art installations, iconic neighborhood signage, and enhancements of major arterial threads for cities using Complete Streets methods and innovative and sustainable planting and hardscape design. Of particular interest to Brad is managing a project from preliminary planning through site design and implementation. His focus is to create places that are pedestrian-friendly, are environmentally sensitive, and fit into the larger neighborhood context.

Project Experience and References

- City of San Diego, Design and Graphic Support Services, Leo Alo, 619.235.5200, Design and Graphic Support, $20,000
- City of San Diego, Hillcrest Focused Plan Amendment, Michael Prinz, 619.533.5931, Urban Design, $25,000
- City of San Diego, San Diego Parks Master Plan, Shannon Corr (Mulderig), 619.533.3662, Environmental Equity and Climate Goal, $100,000

Supporting Staff



EDUCATION

Master of Urban Design, The City College of New York

B.Arch., Illinois Institute of Technology

PROFESSIONAL REGISTRATIONS

Licensed Architect

Angela Khermouch, AIA

Urban Design/Visualization (Urban Designer and Mobility Planner)

Angela is a licensed architect and urban designer with over 10 years of experience in the public and private sectors, including work in architecture, street and streetscape design, and leading vision zero implementation projects. She is particularly passionate about creating urban, walkable, and bikeable environments. Angela is currently producing the final documents for the Milpitas Gateway–Main Street Specific Plan Update and the City of Del Mar Objective Design Standards, has provided support for the development of technical assistance resources related to AB 2011, SB 6, and AB 2097. She is currently working with local jurisdictions on zoning updates and objective design standards for the SANDAG HAP project, and on the City of San Diego Mid-City Community Plan Update. In addition, as an urban designer on the City of Sunnyvale Village Center Master Plan project, Angela has analyzed community input, developed master plan and streetscape concepts, and helped draft the final plan.



EDUCATION

Master of Urban Design, University of California, Berkeley

B.Arch., Universidad de Monterrey, Mexico

Veronica Alatorre

Urban Design and Community Engagement

Veronica is an urban designer with 7 years of professional experience in California and Mexico. She is passionate about the relationship between culture and public spaces, and she especially enjoys representing conceptual ideas through simple and colorful virtual graphics. Veronica is experienced in both large-scale framework planning and small-scale placemaking. She has supported the development of graphics, framework plans, diagrams, and other visual elements for the Milpitas Gateway–Main Street Specific Plan Update, Sunnyvale Village Centers Master Plan, and Mountain View Downtown Precise Plan. She has also been contributing to the development of Objective Design Standards for the City of Del Mar, and the City of San Diego Mid-City Community Plan Update.



EDUCATION

Master of Urban and Environmental Planning, University of Virginia

BA, Architecture, University of California, Berkeley

PROFESSIONAL REGISTRATION

LEED Accredited Professional

Anh Thai, LEED AP

Senior Planner and Urban Designer (Urban Design/Policy/Zoning)

Anh is a planner and urban designer with experience in master planning, transit-oriented development, and community planning projects for public and private sector clients throughout California. With over 20 years of experience, she brings a focus on visioning and smart growth strategies that translates the community's vision to plans, policies, actions, and design guidance. Anh has prepared master plans, land use plans, detailed neighborhood and streetscape plans, specific plans, development codes, and design guidelines for new and existing communities in a variety of settings, including downtowns, commercial corridors, and infill and redevelopment sites. She is a LEED-accredited professional who brings a holistic design and planning lens to each project, seeking to find the best fit solutions for each site, place, and the overall community.



EDUCATION

BS, Community and Regional Planning,

Iowa State University, 2007

Paul Kronser

Planner, Urban Designer, and Community Outreach & Engagement (Urban Design/Policy/Zoning)

Paul Kronser has more than 12 years of experience in planning, urban design, and community engagement. Paul has assisted in preparing master plans, land use plans, specific plans, objective development standards, and design guidelines for new and existing communities, downtowns, and redevelopment sites. Furthermore, he is skilled in facilitation, communication, and devising community outreach plans and public participation programs that are implemented through a variety of techniques such as public workshops, stakeholder meetings, feedback forms, and other engagement tools. Paul is also responsible for assisting project managers in overseeing work deliverables, client coordination, project schedules and budgets. Paul's experience has allowed him to help create solutions around key issues facing communities today through design and engagement methods that foster creating productive conversations.



EDUCATION

MCP (Master of City Planning), San Diego State University

BA, Sociology, California State University, Long Beach

Andrew served as project manager for the City of San Diego Climate Action Implementation Plan, which won an award from the AEP San Diego Chapter in 2023 in the category of Outstanding Innovation in Resilient or Sustainable Planning and Design.

Andrew Martin

Senior Project Manager (Environmental Planning/Climate Resilience)

Andrew has 18 years of diverse public and private sector experience in local and regional planning throughout California, with emphasis on overseeing complicated and controversial CEQA compliance and climate planning projects for public sector clients. He served as the project manager for the award-winning City of San Diego's Climate Action Implementation Plan and is currently working with the County of San Diego Climate Action Plan. Andrew served as the project manager, overseeing preparation of the EIR Addendum, IS/Environmental Checklist, and technical studies for the San Diego Unified Port District Elbow Parcel Hotel on Harbor Island project. He also helps public agencies streamline project-level CEQA analysis of GHG emissions through the preparation of CAP Consistency Checklists. In addition, he has prepared CEQA compliance documents for climate action plans and specialized in GHG emissions analysis for projects subject to CEQA while working at SANDAG.



EDUCATION

MS, Biology, University of California, San Diego

BS, Ecology, Behavior & Evolution, University of California, San Diego

Scott Gressard

Director, Biological Services (Biology, Wetlands, and MSCP Compliance)

Scott has more than 11 years of experience, specializing in wetland delineations, regulatory compliance, permit acquisition, natural resource management, and project management, as well as identification of California native and invasive plant and wildlife species, including nesting bird surveys. His expertise also includes biological technical reporting, resource data collection and mapping, and project impact analyses. Scott has extensive experience in CEQA; state and federal Endangered Species Act permit processing; wetlands permitting, consisting of nationwide, individual, and regional general permits from the US Army Corps of Engineers, including associated federal consultations; Section 401 and Waste Discharge Requirement authorization processing through the State Water Resources Control Board; Lake and Streambed Alteration Agreement processing through the California Department of Fish and Wildlife (CDFW); coastal development permits from the California Coastal Commission; and management of associated permit conditions and compliance.



EDUCATION

MA, Historic Preservation, Savannah College of Art and Design

BS, Interior Design (Art History minor), California State University, Chico

Amber Grady

Architectural Historian (Historic Preservation)

Amber has over 26 years of professional experience in environmental compliance and cultural resources management. She has an expert-level understanding of NEPA, CEQA, NHPA Section 106, and cultural resources survey methodology and evaluation procedures. Amber's cultural resources management experience includes archival research, historic building and structure surveys and evaluations, and cultural resources documentation for NEPA and CEQA projects ranging from single building evaluations to district-wide surveys. She has worked on a variety of projects throughout California, Oregon, Washington, and Nevada completing projects for cities, counties, school and utility districts, and private sector clients. Her expertise includes all phases of environmental compliance from inventory and evaluation to mitigation strategy and compliance during construction. Amber meets the Secretary of the Interior's Professional Qualification Standards for architectural history and history. Amber is completing the cultural resources section of the San Diego Unified Port District's Maritime Museum of San Diego Initial Study/Mitigated Negative Declaration.



EDUCATION

MS, Geography, San Diego State University

BA, Public Administration, San Diego State University

Matt McFalls

Climate Resilience, Air Quality/GHG

Matt is an air quality and climate change specialist at Ascent. With over 15 years of experience, he regularly prepares CEQA and NEPA documentation for air quality and GHG sections. He guides clients through the evolving science and legal context of air quality and greenhouse gas, offering long-range planning, project design, and mitigation strategies for a diverse range of residential, commercial, and transportation projects. Matt led the air quality analysis for the San Diego Association of Governments' 2021 Regional Plan, led a variety of health risk assessments, and has managed climate action plans. He also has experience serving as a project manager and lead technical analyst, communicating technical and nontechnical aspects to clients and the public, and mentoring and managing staff.



EDUCATION

MA, Geography, San Diego State University

BS, Psychology, California State University, Fullerton

Joan Isaacson | Kearns & West

Public Outreach and Facilitation, Stakeholder Engagement

Joan is a principal and senior facilitator with over 25 years of experience in community engagement, stakeholder facilitation, and urban and environmental planning. Many of her projects integrate multiple sectors—water, transportation, energy, resiliency, land use, natural resources, parks, open space, and equity. On complex regional and local projects, both government agency clients and their communities and stakeholders appreciate Joan's steady guidance in formulating and implementing effective, inclusive participatory processes.



EDUCATION

MA, Urban Planning, University of Washington

BA, Architecture, University of California, Berkeley

PROFESSIONAL REGISTRATION

American Institute of Certified Planners

Diego Velasco, AICP | Citythinkers

Visualization Support

Diego is a native San Diegan who has been practicing design and planning in the San Diego region for more than 25 years. Over this timespan, he has worked closely with multiple communities in San Diego and across California. His work on over eight community plan updates in San Diego has included leading extensive community outreach (such as University and Hillcrest's online engagement and the award-winning pop-up outreach for the Encanto and Southeastern Community Plan Updates) and innovative urban design work (including a vision for the University Community Plan and 3D visualizations for the Hillcrest Focused Plan, among several other assignments). As the founder and president of Citythinkers, Diego's work spans all scales and contexts, from affordable infill housing to campus planning, specific plans, master plans, design guidelines, and recently, coastal resilience planning for private sector and public sector clients alike.



EDUCATION

BS, Civil Engineering, San Diego State University

Stephen Cook, TE | Intersecting Metrics

Traffic and Transportation, Facilities Planning

Stephen founded Intersecting Metrics, a San Diego–based engineering firm, in 2021. He has provided mobility and public facility financing services in the San Diego region since 2001. Over this time, he has overseen or led the development of dozens of transportation impact studies, mobility planning studies, and traffic operation studies. He has also provided on-call traffic engineering services for several jurisdictions in the region, including peer review, policy development, and project management. Stephen also previously served as a contract manager on the City of San Diego's Transportation As-Needed Contract supporting the Active Transportation In-Lieu Fee Program, Midway-Pacific Highway Community Plan Update, and the Morena Boulevard Master Plan. Stephen's firm currently holds one of the City Planning Department's Civil Engineering As-Needed contracts, was a lead consultant on the development of the City's Build Better San Diego Program and the City's the Parking Needs Index (PNI), and has completed infrastructure needs assessments and impact fee programs for several jurisdictions within the San Diego region.

Additional Subconsultant Team Member Resumes

Firm	Name	Education	Relevant Project Experience
Imagine Creative Services LLC	Catherine Hanna, Schrock	MS, Applied Theatre BA, International Development & Social Work	▪ City of San Diego Planning Department, Housing Action Package 2.0, Seth Litchney, 619.533.4546, Public Outreach & Engagement, $18,500 ▪ City of San Diego Planning Department, Inclusive Public Engagement Guide, Anisha Gianchandani, 619. 533.6551, Public Outreach & Engagement, $38,000 ▪ City of San Diego Planning Department, Mid-City Communities Plan Update, Alex Frost, 619.236.6006, Public Outreach & Engagement, $40,500
Kearns & West	Brisa Aviles	BA, International Development Studies	▪ San Diego Community Power, Community Power Plan Needs Assessment, Colin Santulli, 619.657.0414, Renewable Energy, 2022 to 203, $180,000 ▪ City of San Diego Planning Department, Inclusive Public Engagement Guide, Anisha Gianchandani, 619.533.6551, $$67,498 ▪ Santa Ana Zoning Code Update, City of Santa Ana, Siri Champion, 714.667.2751, Land Use, $252,000
Kearns & West	Danielle Berger	BA, Geography, Geographic Information Systems, English MS, Urban Planning	▪ City of San Diego Planning Department, Inclusive Public Engagement Guide, Anisha Gianchandani, 619.533.6551, Community Planning, $67,498 ▪ County of San Diego, Roger Griffiths, 619.375.7529, Airports Sustainability Plan, Sustainability Plan, $159,000 ▪ County of San Diego, Angela Jackson-Llamas, Ocean View Blvd Outreach Services, 619.214.1378, Affordable Housing, $50,085
Kearns & West	Jasmine King	BA, Environmental Science BA, Sociology MPP, Public Policy	▪ City of San Diego Planning Department, Anisha Gianchandani, 619.533.6551, Inclusive Public Engagement Guide, Community Planning, $67,498 ▪ County of San Diego, Claire Moss, 619.679.4625, Climate Action Plan, Climate Change/Sustainability, $33,105.52 ▪ County of San Diego, Angela Jackson-Llamas, 619.214.1378, Ocean View Blvd Outreach Services, Affordable Housing, $50,085
Kearns & West	Jenna Tourjé-Maldonado	BA, International Development MURP, Urban and Regional Planning	▪ City of San Marcos, Beth Herzog, 760.744.1050 x3280, General Plan Update, General Plan and Housing Element, $300,00 ▪ City of Concord, Aaron Sage, 925.671.3465, Housing Element Update, Housing, $250,000 ▪ City of Newport Beach, Ben Zdeba, 949.644.3253, Comprehensive General Plan Update, City General Plan Update, $450,000
Kearns & West	Karen Lafferty	BA, French Literature MA, French Literature PhD, Education	▪ County of San Diego, Roger Griffiths, 619.375.7529, Airports Sustainability Management Plan Airport Sustainability, $159,000 ▪ County of San Diego, Department of Parks and Recreation Off-Highway Vehicle Park Siting Feasibility Study, Emmett Aquino, 619.318.6929, $66,215 ▪ City of Irvine, General Plan Update, Marika Poynter, 949.724.6000, $140,000
Kearns & West	Taylor Funderburk	BA, Philosophy MA, Nonprofit Management and Leadership	▪ San Diego Community Power, Colin Santulli, 619.657.0414, Community Power Plan Needs Assessment - Renewable Energy, $180,000 ▪ County of San Diego, Roger Griffiths, 619.375.7529, Airports Sustainability Management Plan, Airport Sustainability, $159,000

Firm	Name	Education	Relevant Project Experience
			▪ City of Newport Beach, Ben Zdeba, 949.644.3253, Comprehensive General Plan Update, City General Plan Update, $450,000
CR Associates	Andrew Prescott, AICP	MA, City Planning BA, International Security & Conflict Resolution	▪ City of San Diego, Nancy Graham, 619.236.6891, Mission Valley Community Plan Update, Mobility Element & TIS, $560,000 ▪ City of San Diego, Claudia Brizuela, 619.236.6578, Morena Corridor Specific Plan, Corridor Plan, $90,000 ▪ City of San Diego, Lisa Lind, 619.236.6531, Kearny Mesa Community Plan Update; Mobility Element & TIS, $334,277
CR Associates	Sasha Jovanovic, AICP	MA, City Planning BA, Sociology & Metropolitan-Urban Studies	▪ Transit Priority Area Multifamily Residential Parking Standards, City of San Diego, Samir Hajjiri, 619.533.6551, $180,455 ▪ Mission Valley Community Plan Update, City of San Diego, Nancy Graham, 619.236.6891, Mobility Element & TIS, $560,000 ▪ Kearny Mesa Community Plan Update; City of San Diego, Lisa Lind, 619.236.6531, Mobility Element & TIS, $334,277
Keyser Marston Associates, Inc.	Paul C. Marra	BA, Sociology	▪ City of San Diego, Coby Tomlins, 619.533.4549, University Community Plan Update, Economic Analysis-Financial Feasibility, $75,000 ▪ City of San Diego, Brian Schoenfisch, 619.533.6457, Complete Communities Housing Solutions, Economic Analysis-Financial Feasibility, $91,000 ▪ City of San Diego, Jeff Ryan, Development Project Manager – 619.235.5221, Economic Viability Analysis of Previously Conforming Uses (PCU), $18,500
Keyser Marston Associates, Inc.	Reena M. Arvizu	Certificate in Real Estate Finance, Investments, and Development, University of San Diego	▪ City of San Diego, Jeff Ryan, Development, 619.235.5221, Economic Viability Analysis of Previously Conforming Uses, $18,500 ▪ City of San Diego, Sarah Brenha, 619. 533.3837, IKE Smart City Kiosk Proposal, Economic Analysis-Evaluation of proposed Marketing Agreement to determine justification of revenue sharing, $24,500 ▪ City of San Diego, Christina Bibler, 619.236.6421, Horton Plaza Park Lease, Economic Analysis-Evaluation of proposed Horton Plaza Park lease, including forecast of anticipated Lease revenues to City, $15,000
Citythinkers	Gaelle Brasseur	MA, Urban Planning and Civil Engineering	▪ City of San Diego, Nancy Graham, 619.236.6891, University Community Plan, Urban Design and SDRs, $80,000 ▪ City of San Diego, Nathen Causman, 619.236.7225, College Area Community Plan, Urban Design, Site Feasibility Analysis, SDRs, $40,000 ▪ Hillcrest Focused Plan Amendment & LGBTQ+ Cultural District, City of San Diego, Shannon Mulderig, 619.533.3662, Urban Design, LGBTQ+ Cultural District Insert, $25,000
Intersecting Metrics	Dale Aquino	BS, Civil Engineering	▪ City of San Diego, Christine Mercado, 619.236.6892, Kearny Mesa Community Plan Update, $156,000 ▪ City of San Diego, Christine Mercado, 619.236.6892, Mission Boulevard Public Spaces and Active Transportation Plan, $400,000 ▪ City of San Diego, Claudia Brizuela, Associate Engineer, Mission Blvd. Public Spaces and Active Transportation Plan, $95,000

D-5 / PROJECT EXPERIENCE

Ascent's proficiency shines through a comprehensive understanding of the services specified by the City of San Diego. We draw upon the extensive knowledge and expertise of our team, both individually and collectively. Our track record is marked by successful project execution, a consistent embrace of new technologies, and demonstrated legal defensibility.

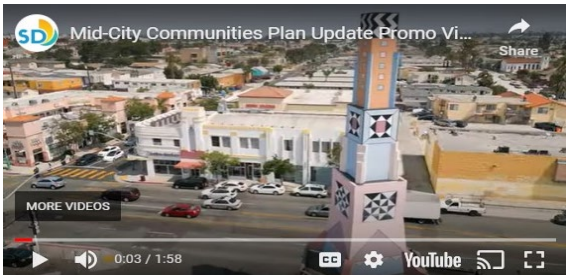
Due to project overlaps across disciplines and services, in order to avoid redundancy, we have highlighted key relevant Ascent projects on the following pages, to demonstrate our team's proven experience*; followed by a summary of comprehensive experience across all disciplines* for the full Ascent team.

ASCENT EXAMPLE PROJECT 1: MID-CITY COMMUNITIES PLAN UPDATE

CLIENT: CITY OF SAN DIEGO

The Ascent team, including Imagine, CR Associates, and Citythinkers, is working with the City of San Diego on the Mid-City Communities Plan Update to prepare a long-term plan and vision for four communities: Normal Heights, Kensington/Talmadge, City Heights, and Eastern Area.

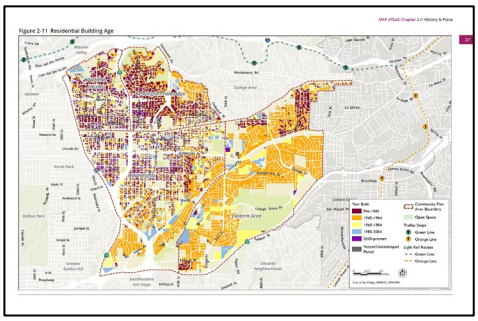
The project began with a collaborative effort, working with City staff on the development of an existing conditions report Map Atlas, including branding, template development, report production, and introductory videos in English and Spanish.



Click to view: Mid-City Communities Plan Update Promo Video (English) - YouTube

The Map Atlas outlines the existing conditions found within these four communities under the themes of History and Place; Sustainability and Climate Resilience; Land Use and Development; Mobility; and Parks, Public Facilities, and Open Space. Ascent conducted extensive site visits to document and photograph the plan area. As part of the Map Atlas effort, Ascent prepared detailed mapping, diagrams, and photography to document historic development patterns, community character, building and block patterns, building and neighborhood typologies, building age, open space and canyons, the urban tree canopy, existing and planned transit, street and bicycle networks, and special places across the four communities in the Mid-City Communities Plan Area.





The Ascent team is currently working on the second phase of work, which includes Phase 1 and Phase 2 of the Plan Update. The team is leading an extensive outreach program, including working group formation and working group meetings, youth engagement at Hoover and Crawford High Schools, partnering with the City Heights CDC, a virtual engagement pilot using Hello Lamp Post, in-person and online community workshop events, and supporting pop-up events. In tandem with the engagement program, the team will be conducting scenario planning and feasibility testing for housing infill, and developing land use and urban design concepts and strategies, mobility and public space concepts, as well as urban greening, parks, and public open space concepts in support of a Smart Growth Concepts Summary Report that will set the foundation for the plan.

The project is on schedule and within budget.

APPLICABLE TO SUBMITTAL CATEGORIES:

- Project Administration
- Community Outreach and Engagement
- Land Use
- Mobility
- Urban Design
- Urban Greening

DURATION OF SERVICE:

2023–ongoing

RELEVANCE:

- Community plan update
- Map atlas and GIS analysis
- Visioning, site/feasibility testing
- Land use planning
- Mobility planning
- Extensive community engagement program

REFERENCE:

Alex Frost, Development Project Manager
p: 619.236.6006
e: AFrost@SanDiego.gov

FEE:

$600,000 (over 2 task orders)

ASCENT EXAMPLE PROJECT 2: INCLUSIVE PUBLIC ENGAGEMENT GUIDE

CLIENT: CITY OF SAN DIEGO

The City of San Diego is preparing an Inclusive Public Engagement Guide (IPEG) to help the City reach and engage more people in City decision-making processes and ensure that people who reflect the diverse makeup of the city are included. Ascent is leading a team, including Imagine and Kearns & West, that is working with the City to prepare the IPEG and is helping conduct inclusive outreach and engagement as part of the process.

The guide focuses on providing the City with tools to improve the engagement processes for all City departments. The Ascent team is working with the City to prepare the IPEG, which will:

- define goals for the guide;
- outline inclusive engagement principles;
- create a checklist for conducting inclusive engagement;
- establish guidelines for language translation, the provision of food at meetings, and other topics;
- identify a range of techniques to share information, collect and compile input, and for bringing people together; and
- promote understanding of different considerations for engaging underrepresented groups and vulnerable people.



Click to view: Inclusive Public Engagement Guide (youtube.com)

In the development of this guide, the Ascent team is employing innovative techniques to share information, collect input, and foster unity in the community, such as piloting pop-up engagement at community events and using different facilitation techniques at community workshops. Imagine produced a video about the IPEG in English and Spanish. The Ascent team also helped create and facilitate "Focused Discussion Group" meetings that were designed to gather feedback about different inclusive engagement approaches and hear more about what the City can do to engage more people. The members of the Focused Discussion Group were selected from a pool of applicants to represent a variety of different perspectives and experiences, and the Ascent team helped the City with creating an application process and selecting applicants, as well as facilitating meetings. In addition, the team worked to conduct pop-up outreach in response to feedback from the Focused Discussion Group and get input to inform the IPEG.

The project is on schedule and within budget.

APPLICABLE TO SUBMITTAL CATEGORIES:

- Project Administration
- Community Outreach and Engagement

DURATION OF SERVICE:

2021–ongoing

RELEVANCE:

- Community outreach and engagement

REFERENCE:

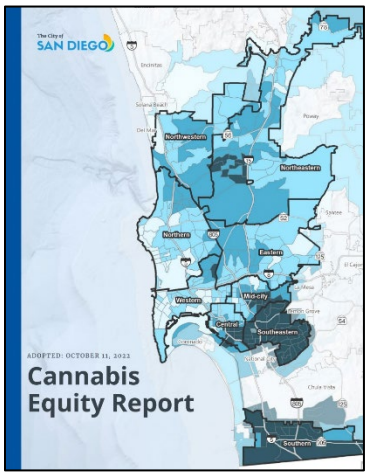
Cristhian Barajas, Senior Planner
p: 858.495.4768
e: CBarajasPere@SanDiego.gov

FEE:

$275,000 (over 2 task orders)

ASCENT EXAMPLE PROJECT 3: CANNABIS EQUITY ASSESSMENT

CLIENT: CITY OF SAN DIEGO



Ascent and Keyser Marston worked with the City of San Diego's Cannabis Business Division and the Office of Race and Equity to prepare a Cannabis Equity Assessment. The assessment was prepared to create the foundation for the development of a future cannabis equity program for San Diego, identifying tools such as offering technical support, regulatory compliance assistance, and help with securing the capital necessary to begin a business. Such tools could remedy barriers to licensure and employment in the regulated cannabis industry and aid the state in its goal to eliminate or reduce the illicit cannabis market by bringing more people into the legal marketplace. The Cannabis Equity Assessment provides recommendations to attempt to address these issues as part of the City's first Cannabis Equity Program—the Cannabis Social Equity and Economic Development (SEED) program.

The SEED program will focus on inclusion and support of individuals and communities negatively impacted by cannabis criminalization. The primary purpose of the program will be to:

- provide a path to clearing criminal records for the different communities of color impacted by discriminatory enforcement of drug laws, which include racial/ethnic disparities that are more pronounced for African American/Black and Latinx people;
- prioritize cannabis permits to address racial/ethnic disparities for individuals who have been previously arrested or convicted for cannabis-related offenses;
- foster equitable access to participation in the cannabis industry, including by promoting ownership and stable employment opportunities in the industry;
- provide training and education to residents who are seeking to understand systemic racism to create opportunities to produce more equitable outcomes and remove racial/ethnic disparities; and
- invest a portion of the City's annual cannabis tax revenues for economic and community infrastructure in historically disadvantaged communities.

The effort included a market analysis, an extensive public engagement program, and development of a comprehensive report. The assessment helped the City meet grant requirements, which ultimately resulted in the City being awarded $880,000 in grant funding.

The project was completed on schedule and within budget.

APPLICABLE TO SUBMITTAL CATEGORIES:

- Project Administration
- Community Outreach and Engagement
- Land Use
- Economic Analysis

DURATION OF SERVICE:

2021–2022

RELEVANCE:

- Community outreach and engagement
- GIS Analysis
- Market assessment, economic and demographic analysis

REFERENCE:

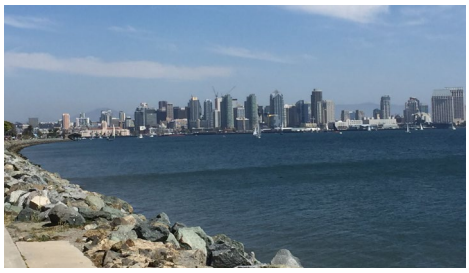
Lara Gates, Deputy Director – Cannabis Business Division
p: 619.871.7294
e: LNGates@SanDiego.gov

FEE:

$69,995

ASCENT EXAMPLE PROJECT 4: CLIMATE ACTION PLAN IMPLEMENTATION PLAN

CLIENT: CITY OF SAN DIEGO



In 2022, the City of San Diego adopted an updated CAP that sets a new goal of net-zero GHG emissions by 2035 and integrates and prioritizes the concepts of social equity. The 2022 CAP included detailed information on GHG reduction measures and 190 actions and supporting actions at a program level. There was a need to organize this information in an implementable manner, which was accomplished through the Climate Action Implementation Plan. This document, completed in April 2023, charts how the City can accomplish the 190+ actions in the CAP and calculates the expected costs of climate action in San Diego. The Implementation Plan organizes the City's processes and government structure around those actions—centering equity, accountability, and transparency. To establish implementation responsibility and authority, the Implementation Plan identifies lead and supporting departments for all CAP actions and supporting actions. It includes cost estimates to align the City's future budgeting decisions with the CAP and lays out the tasks and responsibilities to be carried forward by departments and reported on through annual workplans. The Implementation Plan clearly defines each City department's CAP implementation work every fiscal year and further integrates equity into climate action–related projects and initiatives. It also sets forth the "measures of success" that will be used to evaluate progress toward the CAP's quantified performance targets.

The project was completed on schedule and within budget.

The Implementation Plan was recognized with an award from the AEP San Diego Chapter in 2023 in the category of Outstanding Innovation in Resilient or Sustainable Planning and Design as well as with a merit award from AEP California in 2024.

APPLICABLE TO SUBMITTAL CATEGORIES:

- Project Administration
- Climate Resilience
- CEQA Documents

DURATION OF SERVICE:

2022–2023

RELEVANCE:

- Climate action planning
- GHG analysis
- Implementation
- Environmental planning

REFERENCE:

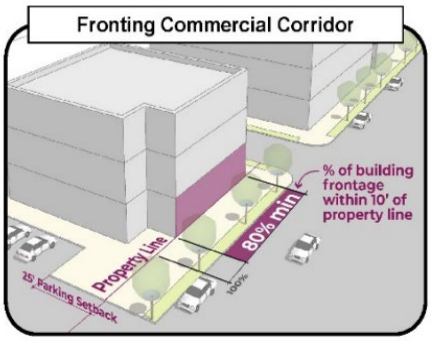
Shelby Busó, Chief Sustainability Officer p: 858.492.6005
e: sbuso@sandiego.gov

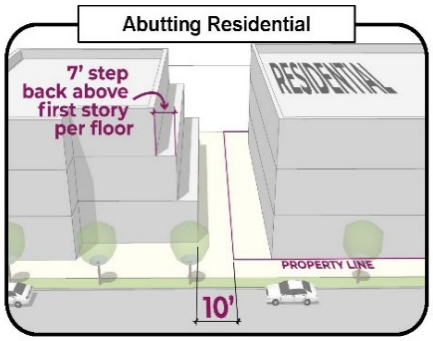
FEE:

$58,820

ASCENT EXAMPLE PROJECT 5: SANDAG HOUSING ACCELERATION PROGRAM TECHNICAL ASSISTANCE

CLIENT: SAN DIEGO ASSOCIATION OF GOVERNMENTS





Ascent is assisting SANDAG with the Housing Acceleration Program Technical Assistance Program, providing project support to SANDAG's 19 member agencies, including local staffing assistance, trainings and webinars, the development of templates and tools, and legislation tracking. Work on the program is funded by one-time state grant funding through the Regional Early Action Planning Grants of 2019 (REAP 1.0) program administered by HCD.

The technical assistance resources developed through this program will support local jurisdictions as they implement their sixth cycle housing elements by providing assistance in implementing new housing policy and legislation, updating zoning and design standards, creating objective design standards, and implementing strategies to streamline CEQA and permitting processes for local housing development.

The work program provided regional training and support as well as direct assistance for the Cities of Carlsbad, Chula Vista, Del Mar, Encinitas, Escondido, Imperial Beach, La Mesa, National City, Oceanside, San Diego, San Marcos, and Solana Beach and the County of San Diego, and included:

- regional trainings on topics such as AB 2011 and SB 6, Anti-Displacement, Objective Design Standards, and ADU development;
- legislation tracking, updates, and bulletins;
- resources to support the implementation of AB 2011 and SB 6, AB 2097, SB 35, SB 330, SB 4, SB 432, no-net loss tracking tools, pro-housing designation support, objective design standards best practices, and by-right model ordinances; and
- creation of ADU handbooks, by-right ordinances, checklists, and procedures, rezone and zoning update assistance, and objective design standards support.

The project was completed on schedule and budget.

APPLICABLE TO SUBMITTAL CATEGORIES:

- Project Administration
- Community Outreach and Engagement
- Land Use
- Urban Design
- CEQA Documents

DURATION OF SERVICE:

2022–ongoing

RELEVANCE:

- Staffing assistance and training
- Housing streamlining assistance including housing policy and legislation guidance, zoning updates, development regulations, and model ordinances
- Objective design standards to streamline housing infill approvals
- CEQA training

REFERENCE:

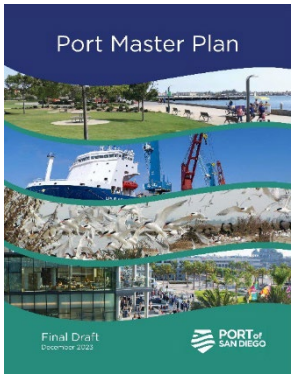
Carrie Simmons, Regional Planner/Project Manager
p: 619.837.6503
e: Carrie.Simmons@sandag.org

FEE:

$690,722

ASCENT EXAMPLE PROJECT 6: PORT MASTER PLAN UPDATE (PMPU) AND EIR

CLIENT: NEXUS PLANNING & RESEARCH AND THE PORT OF SAN DIEGO

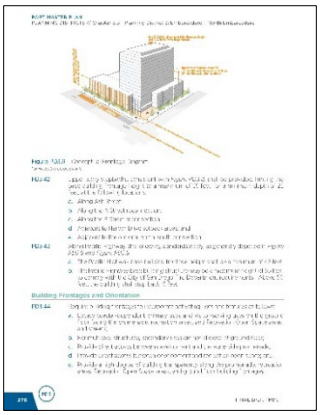


Ascent worked with Nexus Planning & Research, the Port of San Diego, Intersecting Metrics, and a multidisciplinary team of consultants to prepare the Port Master Plan Update (PMPU). The PMPU is the first comprehensive update to be prepared since the Port Master Plan was first adopted in 1981. The PMPU reflects a comprehensive, integrated, baywide planning approach that will modernize the San Diego Unified Port District's (District's) method for planning and design and will serve as a vision and guide for future uses and activities within the Port Tidelands.

The work program included the comprehensive update of all bay-wide and Planning District guidance, addressing allowable uses and activities, future development, and management of all water and land areas within the District's jurisdiction on and around San Diego Bay. This effort is often referred to as "the future of the Port" and supports the Port's mission to develop San Diego Bay for multiple purposes and uses for the benefit of the people of California (Port Act), to meet Coastal Act requirements, and to facilitate future project implementation. Ascent's role included leading the effort to update all Planning District chapters, which function as precise plans for all subareas within the District's jurisdiction, as well as the integration of Planning District strategies with bay-wide policies, and the preparation of the complete graphic document. This effort included the development of policy, as well as development and design standards, including criteria to guide land use, development character, mobility, and coastal access improvements.







Ascent's environmental planning group also prepared the Final Program EIR for the PMPU, which analyzed impacts from changes in water and land use designations and reasonably foreseeable development projections in eight of the ten planning districts. The Final Program EIR will provide streamlining opportunities for future projects that are consistent with the PMPU, in accordance with CEQA Guidelines Section 15168. The project was completed on schedule and within budget. The PMPU was adopted and EIR certified on February 28, 2024, by unanimous vote of the Board of Port Commissioners (BPC).

APPLICABLE TO SUBMITTAL CATEGORIES:

- Project Administration
- Community Outreach and Engagement
- Land Use
- Urban Design
- Public Facilities
- Climate Resilience
- CEQA Documents

DURATION OF SERVICE:

2022–ongoing

RELEVANCE:

- Land use
- Urban design
- Mobility planning
- Objective design standards
- Zoning and development regulations
- Environmental planning

REFERENCE:

Anna Buzaitis
Program Director, Planning
p: 619.686.7263
e: ABuzaiti@portofsandiego.org

FEE:

$560,000 (over multiple task orders)

The PMPU has been awarded the 2024 Comprehensive Plan: Large Jurisdiction Award, from the San Diego Section of the American Planning Association.

EXAMPLE PROJECT 7: CLIMATE ACTION PLAN AND SUPPLEMENTAL EIR

CLIENT: COUNTY OF SAN DIEGO DEPARTMENT OF PLANNING & DEVELOPMENT SERVICES



Ascent was retained by the County of San Diego to prepare a CAP and associated Supplemental Program EIR. The County undertook preparation of the new CAP and Supplemental EIR to the 2011 General Plan Update in response to litigation that led to rescission of the previous CAP. Ascent prepared the baseline GHG inventory and emissions forecasts for community-wide sources and for County internal operations. We worked with the County to develop GHG reduction targets for specific benchmark years (2030 and 2045), consistent with the state's GHG reduction goals. Ascent's scope of work included evaluation and quantification of the GHG reduction potential of identified reduction measures and a gap analysis to determine whether the proposed list of strategies would achieve the County's target.

We worked with the County to define an evaluation and monitoring framework for the CAP Implementation of identified measures in the CAP will need proper staffing, financing, and resource allocation to ensure their success. The CAP includes a section on different methods to implement individual measures, monitoring GHG emissions in the county, and maintaining and updating the CAP. Each measure also has associated information such as recommended schedule of implementation, specific entities responsible for implementation, and potential financing mechanisms to achieve identified reduction targets.

The Supplemental EIR, currently in public review, is a comprehensive evaluation of the CAP and evaluates the impacts of the GHG-reducing measures. Ascent has been assisting the County with an extensive public outreach program that has included the preparation of reports, presentations, and supporting materials to disseminate information to stakeholders and the public.

The project is currently in the final stages of completion and is on schedule and within budget.

APPLICABLE TO SUBMITTAL CATEGORIES:

- Project Administration
- Community Outreach and Engagement
- Climate Resilience
- CEQA Documents

DURATION OF SERVICE:

2021–ongoing

RELEVANCE:

- Climate action planning
- GHG analysis
- Implementation
- Environmental planning

REFERENCE:

Meghan Kelly, Sustainability Project Manager
p: 619.323.6462
e: meghan.kelly@sdcounty.ca.gov

FEE:

$2,171,000

ASCENT EXAMPLE PROJECT 8: SACRAMENTO REGION HOUSING INITIATIVES

CLIENT: SACRAMENTO AREA COUNCIL OF GOVERNMENTS AND MEMBER JURISDICTIONS



Through an on-call contract with SACOG and member jurisdictions, Ascent has been supporting SACOG's member jurisdictions with a series of projects funded through the REAP program, including housing feasibility studies and design visualizations, specific plans, community plans, zoning updates, housing element preparation, AB 686 technical assistance, and development and design standards updates to streamline the production of housing. Assignments have included the following:

- *Implementation of Increased Residential Densities, City of Folsom* – Zoning Code and General Plan amendments and accompanying environmental analysis to increase residential densities near light rail stations, along the East Bidwell commercial corridor, and in the Folsom Plan Area Specific Plan to ensure adequate land is available to meet the Regional Housing Needs Allocation (RHNA).
- *Stockton Boulevard Special Planning Area (SPA), County of Sacramento* – Evaluation of potential catalyst development sites for residential and mixed-use development, including site plan development, feasibility testing, pro-forma analysis, and design visualization, as well as update to SPA regulations to modernize standards and streamline residential infill development.
- *Commercial Corridor Specific Plan Support, City of Roseville* – Assisted with urban design to provide design visualizations for the three commercial corridor specific plans (Atlantic Street, Douglas-Sunrise, and Douglas-Harding), including studies to contextualize density and mixed-use development for the community, to facilitate community investment and streamline redevelopment, higher-density housing infill, and mixed use.
- *Broadway Corridor Housing Feasibility Study, City of Placerville* – Assisted with feasibility studies and developing a series of action-oriented strategies and recommendations to facilitate the production of housing. This included recommendations on refinements to development regulations and guidelines, implementation of public improvements, provision of incentives, or other programs, policies, and related actions.
- *Auburn Bowman Community Plan Update, County of Placer* – Update and modernization of the Auburn Bowman Community Plan to address public facilities and infrastructure barriers to housing, including a public outreach program to help identify appropriate densities for infill housing.
- *Bowman Area Master Plan, County of Placer* – Preparation of a Master Plan for the Bowman Area to build on the revitalization and reinvestment that has taken place around the Placer County Government Center and to build a greater diversity of housing for county residents.

The project is on schedule and within budget, with most efforts complete or pending completion in September 2024.

APPLICABLE TO SUBMITTAL CATEGORIES:

- Project Administration
- Community Outreach and Engagement
- Land Use
- Urban Design
- Urban Greening
- Public Facilities
- CEQA Documents

DURATION OF SERVICE:

2021–ongoing

RELEVANCE:

- Commercial corridor revitalization
- Site feasibility testing of zoning standards to facilitate infill housing
- Community plans, specific plans, corridor plans, and master plans focused on supporting infill housing
- Design visualization
- Objective design standards

REFERENCE:

Greg Chew, Senior Planner
p: 916.340.6227
e: gchew@sacog.org

FEE:

$1,807,384 (over multiple task orders)

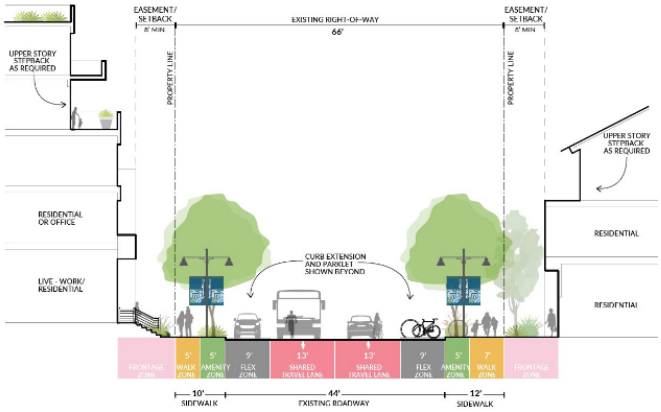
The Commercial Corridor Specific Plan was recognized with an Award of Merit from the Sacramento Valley Section American Planning Association, October 2023.

ASCENT EXAMPLE PROJECT 9: MILPITAS GATEWAY–MAIN STREET SPECIFIC PLAN UPDATE

CLIENT: CITY OF MILPITAS

Ascent is leading the comprehensive update of the Gateway–Main Street Specific Plan, which will serve as a guide for the revitalization of the Milpitas midtown/ downtown area. The Gateway–Main Street Specific Plan area is envisioned as a group of midtown neighborhoods that together create a complete community and a center for Milpitas.





Main Street and the Civic Center will continue to evolve into a walkable and thriving destination, supported by civic and cultural anchors, infill residential, and neighborhood retail nodes. The Crossroads will serve as a regional destination and a Gateway to Milpitas and the Abbott District.

New infill housing and mixed use will be paired with complete streets and trail improvements, new urban open spaces, plazas, and placemaking to distinguish midtown as a walkable and bike-friendly urban community.

The planning process has included extensive public engagement, scenario planning and feasibility testing, detailed urban design guidance for housing, infill development, and retail and public realm improvements. The Specific Plan incorporates zoning, development standards, and objective design standards, as well as a detailed implementation program to address economic development and infrastructure improvements.

The project is currently in the final stages of completion and is on schedule and within budget.

APPLICABLE TO SUBMITTAL CATEGORIES:

- Project Administration
- Community Outreach and Engagement
- Land Use
- Mobility
- Urban Design
- Urban Greening
- Public Facilities
- CEQA Documents

DURATION OF SERVICE:

2021–ongoing

RELEVANCE:

- Detailed existing conditions assessment (map atlas)
- Detailed economic/ feasibility testing, and program of development incentives
- Specific plan and zoning to streamline housing infill
- Objective design standards
- Addresses housing and jobs access, improved circulation/connectivity, and open space and recreation
- Infrastructure assessment and phasing
- Extensive community engagement
- Implementation program

REFERENCE:

Jay Lee, Principal Planner
p: 408.586.3279
e: jlee2@milpitas.gov

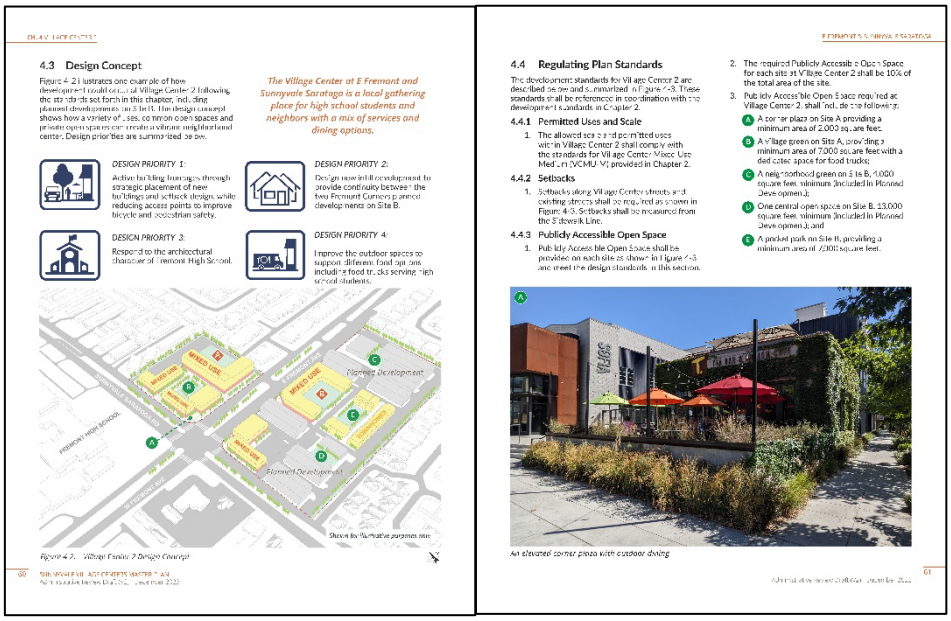
FEE:

$970,208

ASCENT EXAMPLE PROJECT 10: SUNNYVALE VILLAGE CENTER MASTER PLAN

CLIENT: CITY OF SUNNYVALE

Ascent is working with the City of Sunnyvale on the Village Center Master Plan, a plan for seven Village Centers located throughout the city. The City's General Plan Land Use and Transportation Element (LUTE) identified the mixed-use Village Centers in the context of the city's neighborhood planning areas to ensure each neighborhood is adequately supported by commercial services, as well as by schools and parks.



4.3 Design Concept

Figure 4-2 illustrates one example of how development could occur at Village Center 2 following the standards set forth in this chapter, including planned developments in Site B. The design concept shows how a variety of uses, connection spaces and private open spaces can create a vibrant neighborhood center. Design priorities are summarized below.

The Village Center at E Fremont and Sunnyvale Saratoga is a local gathering place for high school students and neighbors with a mix of services and dining options.

DESIGN PRIORITY 1:
Active building frontages through strategic placement of new buildings and setback design, while reducing access points to improve bicycle and pedestrian safety.

DESIGN PRIORITY 2:
Design new infill development to provide continuity between the two Fremont Corners planned developments on Site B.

DESIGN PRIORITY 3:
Respond to the architectural character of Fremont High School.

DESIGN PRIORITY 4:
Improve the outdoor spaces to support different food options including food trucks serving high school students.

Figure 4-2. Village Center 2 Design Concept

66

4.4 Regulating Plan Standards

The development standards for Village Center 2 are described below and summarized in Figure 4-3. These standards shall be referenced in coordination with the development standards in Chapter 2.

4.4.1 Permitted Uses and Scale

1. The allowed use and permitted uses within Village Center 2 shall comply with the standards for Village Center Mixed Use Medium (VCMU-M) provided in Chapter 2.

4.4.2 Setbacks

1. Setbacks along Village Center streets and existing streets shall be required as shown in Figure 4-3. Setbacks shall be measured from the Sidewalk Line.

4.4.3 Publicly Accessible Open Space

1. Publicly Accessible Open Space shall be provided on each site as shown in Figure 4-3 and meet the design standards in this section.
2. The required Publicly Accessible Open Space for each site at Village Center 2 shall be 10% of the total area of the site.
3. Publicly Accessible Open Space required at Village Center 2 shall include the following:
   - A. A corner plaza on Site A providing a minimum area of 2,000 square feet.
   - B. A village green on Site A, providing a minimum area of 7,000 square feet with a dedicated space for food trucks.
   - C. A neighborhood green on Site B, 4,000 square feet minimum (included in Planned Development).
   - D. One central open space on Site B, 13,000 square feet minimum (included in Planned Development); and
   - E. A pocket park on Site B, providing a minimum area of 2,000 square feet.

An elevated corner plaza with outdoor dining

61

The Master Plan will guide and regulate development of the Village Centers as mixed-use nodes and focal points for existing neighborhoods, providing opportunities for residential infill, retail, and services within walking and biking distance. The plan incorporates development concepts, updated zoning, streetscape strategies and improvements, and a toolkit of objective design and development standards for the infill and revitalization of the Village Centers. The Master Plan will ensure integration into the surrounding neighborhoods while creating local identity and a sense of place with a vibrant mix of public, commercial, and residential activities and public space improvements.

In addition, the Master Plan establishes development incentives and strategies to support business retention, as well as an implementation program. The work program included feasibility testing, design visualization, and extensive community engagement including virtual workshops, study sessions, stakeholder interviews, and online surveys.

The project is complete, pending hearings.

APPLICABLE TO SUBMITTAL CATEGORIES:

- Project Administration
- Community Outreach and Engagement
- Land Use
- Mobility
- Urban Design
- Urban Greening
- CEQA Documents

DURATION OF SERVICE:

2022–ongoing

RELEVANCE:

- Detailed existing conditions assessment (map atlas)
- Detailed site testing, and program of development incentives
- Master plan and zoning to streamline housing infill
- Objective design standards
- Extensive outreach and engagement including virtual meetings, self-guided workshops, and surveys

REFERENCE:

Shaunn Mendrin, AICP, Planning Officer
p: 408.730.7431
e: SMendrin@Sunnyvale.ca.gov

FEE:

$344,945

ASCENT EXAMPLE PROJECT 11: JUDICIAL COUNCIL OF CALIFORNIA (JCC)

CLIENT: JUDICIAL COUNCIL OF CALIFORNIA



Ascent was awarded a 5-year ID/IQ contract by the JCC for Environmental Consulting for CEQA-related Services in 2022. Under this contract Ascent's architectural historians have provided evaluations of JCC buildings in accordance with Public Resources Code Section 5024.5, evaluating buildings under the criteria for listing on the National Register of Historic Places (NRHP), California Register of Historical Resources (CRHR), and as California Historical Landmarks. Building evaluations completed to date include the San Diego Superior Court, Kearny Mesa Court (pictured below) and Van Nuys East Courthouse. Additionally, Ascent completed a Cultural Resources review of three potential sites for a new courthouse in Quincy; this constraints type analysis includes the results of a cultural resources records search and a Native American Heritage Commission sacred lands file search to determine the potential sensitivity for cultural resources of each of the three sites.

All task orders have been completed on schedule and within budget.

APPLICABLE TO SUBMITTAL CATEGORIES:

- Historic Preservation
- CEQA Documents

DURATION OF SERVICE:

2022–present (5 year contract)

RELEVANCE:

- Historic and Cultural Resource evaluation

REFERENCE:

Alexandra Cervantes, Senior Facilities Analyst
p: 916-643-6924
e: Alexandra.Cervantes @jud.ca.gov

FEE:

$76,630 over three task orders

ASCENT EXAMPLE PROJECT 12: UNIVERSITY OF CALIFORNIA DAVIS ON-CALL

CLIENT: UC DAVIS



Ascent has held an on-call contact with University of California, Davis, (UC Davis) since 2016; in 2024 the on-call was renewed without an interview. This on-call contract includes the following types of services: performing environmental analyses for campus development projects, preparing CEQA and NEPA environmental documents, providing regulatory, editorial, and strategic environmental planning support, and participating in public outreach and involvement. Over 65 projects have been completed since the initiation of the on-call in 2016. Projects that have been completed under these on-call contracts have included numerous historic resources evaluations against CRHR and NRHP criteria for campus buildings and structures (i.e., Hickey Gym pictured), Sprocket Building, Young Hall, Voorhies Hall, Jungerman Hall [recommended CRHR- and NRHP-eligible], Airport Tower and Beacon, Wolfskill Experimental Orchards wells, Wyatt Deck, Hickey Gym, Putah Creek Lodge), a focused EIR for the Solano Park Housing Demolition project (historic structures and archaeological resources evaluation, and a tribal cultural resource treatment plan), as well as the completion of the 2018 Long Range Development Plan.

The project was completed on schedule and within budget.

APPLICABLE TO SUBMITTAL CATEGORIES:

- Historic Preservation
- CEQA Documents

DURATION OF SERVICE:

2016–present (4 year contracts)

RELEVANCE:

- Historic and cultural resource evaluation

REFERENCE:

Heather Davis, Interim Director of Environmental Planning
p: 530-759-3766
e: hddavis@ucdavis.edu

FEE:

Not to exceed $4,000,000 under the 2020 On-call

Summary of Comprehensive Team Experience

The matrix below and on the following page details the proven experience of the Ascent team in all the expertise areas identified in the Scope of Services contained in the City's Request for Proposal (RFP). In response to the RFP's request for Experience and Qualifications in Section D, the table below highlights the Ascent team's experience in all categories. See column headings for relevant service categories 1-11 specified in Section C of the RFP.

Client and Project Name	*Team Member(s)*	*Owner Information*	*Value*	*Service Categories*												
				(1) Project Administration	*(2) Community Outreach and Engagement*	*(3) Land Use Planning, including General Plan Updates, Community Plan Updates, Specific Plans, and Zoning*	*(4) Mobility, including Modeling, Technical Analysis, VMT Analysis*	*Multi-Modal Mobility Concepts, Mobility Reports, and Mobility Elements*	*(5) Economic Analysis*	*(6) Urban Design, including Visioning, Sketches, Graphics and Visualization; illustrative Concepts for Building Massing, Streetscape, Public Space; Feasibility Testing and Urban Design Studies*	*Objective Design Standards*	*(7) Historic Preservation*	*(8) Public Facilities*	*(9) Urban Greening*	*(10) CEQA Documents*	*(11) Climate Resilience*
City of San Diego Mid-City Communities Plan Atlas, and Update	Ascent (prime) + Imagine, CR Associates, Citythinkers	**Alex Frost, Development Project Manager** **p:** 619.236.6006 | **e:** AFrost@SanDiego.gov	$600,000 (over 2 task orders)	✓	✓	✓	✓	✓		✓			✓	✓		
City of San Diego Inclusive Public Engagement Guide	Ascent (prime) + Imagine, Kearns & West	**Cristhian Barajas, Senior Planner** **p:** 858.495.4768 | **e:** CBarajasPere@SanDiego.gov	$275,000 (over 2 task orders)	✓	✓											
City of San Diego Cannabis Equity Assessment *(includes subconsultant team member KMA)*	Ascent (prime) + KMA	**Lara Gates, Deputy Director – Cannabis Business Division** **p:** 619.871.7294 | **e:** LNGates@SanDiego.gov	$69,995	✓	✓	✓			✓		✓					
City of San Diego Climate Action Implementation Plan	Ascent	**Shelby Busó Chief Sustainability Officer** **p:** 858.492.6005 **| e:** sbuso@sandiego.gov	$58,820	✓	✓											✓
SANDAG Housing Acceleration Program	Ascent	**Carrie Simmons, Regional Planner/Project Manager** **p:** 619.837.6503 | **e:** Carrie.Simmons@sandag.org	$690,722	✓	✓	✓				✓	✓			✓	✓	
San Diego Unified Port District Port Master Plan Update	Ascent (as subconsultant to Nexus Planning & Research) + CR Associates, Intersecting Metrics	**Anna Buzaitis, Program Director, Planning** **p:** 619.686.7263 | **e:** ABuzaiti@portofsandiego.org	$560,000 (over multiple task orders)	✓	✓	✓		✓		✓	✓		✓	✓	✓	✓
SACOG Housing Initiatives	Ascent	**Greg Chew, Senior Planner** **p:** 916.340.6227 | **e:** gchew@sacog.org	$1,807,384 (over multiple task orders)	✓	✓	✓		✓	✓	✓	✓		✓	✓	✓	
City of Milpitas Gateway–Main Street Specific Plan and EIR	Ascent	**Jay Lee, Principal Planner** **p:** 408.586.3279 | **e:** jlee2@milpitas.gov	$970,208	✓	✓	✓		✓	✓	✓	✓		✓	✓	✓	
City of Sunnyvale Village Center Master Plan	Ascent	**Shaunn Mendrin, AICP, Planning Officer** **p:** 408.730.7431 | **e:** SMendrin@Sunnyvale.ca.gov	$344,945	✓	✓	✓		✓		✓	✓			✓	✓	
County of San Diego Climate Action Plan and Supplemental EIR	Ascent	**Meghan Kelly, Sustainability Project Manager** **p:** 619.323.6462 **| e:** meghan.kelly@sdcounty.ca.gov	$2,171,000	✓	✓											✓
San Diego Unified Port District Port Stay Open Hotel	Ascent	**Anna Buzaitis** **p:** 619.686.7263 **e:** abuzaiti@portofsandiego.org	$154,020	✓								✓			✓	

Client and Project Name	*Team Member(s)*	*Owner Information*	*Value*	*Service Categories*													
				(1) Project Administration	*(2) Community Outreach and Engagement*	*(3) Land Use Planning, including General Plan Updates, Community Plan Updates, Specific Plans, and Zoning*	*(4) Mobility, including Modeling, Technical Analysis, VMT Analysis*	*Multi-Modal Mobility Concepts, Mobility Reports, and Mobility Elements*	*(5) Economic Analysis*	*(6) Urban Design, including Visioning, Sketches, Graphics and Visualization; illustrative Concepts for Building Massing, Streetscape, Public Space; Feasibility Testing and Urban Design Studies*	*Objective Design Standards*	*(7) Historic Preservation*	*(8) Public Facilities*	*(9) Urban Greening*	*(10) CEQA Documents*	*(11) Climate Resilience*
Judicial Council of California	Ascent	**Alexandra Cervantes, Senior Facilities Analyst** **p:** 916-643-6924 **e:** Alexandra.Cervantes@jud.ca.gov	$76,630 (over 3 task orders)									✓			✓	
University of California, Davis On-Call Environmental Services	Ascent	**Heather Davis, Interim Dir. of Environmental Planning** **p:** 530-759-3766 **| e:** hddavis@ucdavis.edu	$4,000,00 (not to exceed fee)									✓			✓	
City of San Diego Mid-City Communities Plan Update	Imagine Creative Services	**Alex Frost, Development Project Manager** **p:** 619.236.6006 | **e:** AFrost@SanDiego.gov	$25,000		✓											
City of San Diego Inclusive Public Engagement Guide	Imagine Creative Services	**Anisha Gianchandani, Program Manager** **p**: 619.533.6551 | **e**: AnishaLG@SanDiego.gov	$38,000		✓											
City of San Diego Housing Action Package 2.0	Imagine Creative Services	**Seth Litchney, Program Manager** **p**: 619.533.4546 | **e**: SAKutcgbet@SanDiego.gov	$18,500		✓											
City of San Diego Inclusive Public Engagement Guide	Kearns & West	**Anisha Gianchandani, Program Manager** **p**: 619.533.6551| **e**: AnishaLG@SanDiego.gov	$38,000	✓	✓					✓			✓			
County of San Diego Ocean View Boulevard Affordable Housing Project	Kearns & West	**Angela Jackson-Llamas, Real Estate Project Manager** **p**: 619.214.1378 | **e**: angela.jackson-llamas@sdcounty.ca.gov	$58,085		✓	✓										
City of San Marcos General Plan and Housing Element Update	Kearns & West	**Beth Herzog, Administrative Services Manager/General Plan Update Project Manager** **p**: 760.744.1050 x3280 | **e**: bherzog@san-marcos.net	$300,000		✓								✓		✓	
City of San Diego Kearny Mesa Community Plan Update – Mobility Element & TIS	CR Associates	**Lisa Lind, Planner** **p**: 619.236.6531 | **e**: LLind@sandiego.gov	$334,277		✓		✓	✓								
City of San Diego Mission Valley Community Plan Update – Mobility Element & TIS	CR Associates	**Nancy Graham, Program Manager** **p**: 619.236.6891 | **e**: nhgraham@sandiego.gov	$560,000		✓		✓	✓								
City of San Diego College Area Community Plan Update – Mobility Element & TIS	CR Associates	**Nathan Causman, Associate Planner** **p**: 619.236.7225 | **e**: ncausman@sandiego.gov	$210,000		✓		✓	✓								
City of San Diego Mira Mesa & University Community Plan Updates	Keyser Marston Associates	**Coby Tomlins, Community Planning Program Mgr.** **p**: 619.533.4549 | **e**: CTomlins@sandiego.gov	$75,000						✓							
City of San Diego Barrio Logan Community Plan Update	Keyser Marston Associates	**Tait Galloway, Deputy Director** **p**: 619.533.4550 | **e**: TGalloway@sandiego.gov	$19,500						✓							
City of San Diego Complete Communities, Housing Solutions Program	Keyser Marston Associates	**Brian Schoenfisch, Deputy Director** **p**: 619.533.6457 | **e**: BSchoenfisch@sandiego.gov	$91,000						✓							
City of San Diego Community Plan Updates (Clairemont, University, Barrio Logan, College Area, Uptown)	Citythinkers	**Nancy Graham, Program Manager** **p**: 619.236.6891 | **e**: nhgraham@sandiego.gov	$80,000		✓	✓				✓						
City of San Diego College Area Community Plan	Citythinkers	**Nathan Causman, Associate Planner** **p**: 619.236.7225 | **e**: ncausman@sandiego.gov	$40,000		✓	✓				✓						

Client and Project Name	*Team Member(s)*	*Owner Information*	*Value*	*Service Categories*													
				(1) Project Administration	*(2) Community Outreach and Engagement*	*(3) Land Use Planning, including General Plan Updates, Community Plan Updates, Specific Plans, and Zoning*	*(4) Mobility, including Modeling, Technical Analysis, VMT Analysis*	*Multi-Modal Mobility Concepts, Mobility Reports, and Mobility Elements*	*(5) Economic Analysis*	*(6) Urban Design, including Visioning, Sketches, Graphics and Visualization; illustrative Concepts for Building Massing, Streetscape, Public Space; Feasibility Testing and Urban Design Studies*	*Objective Design Standards*	*(7) Historic Preservation*	*(8) Public Facilities*	*(9) Urban Greening*	*(10) CEQA Documents*	*(11) Climate Resilience*
City of San Diego San Diego Parks Master Plan	Spurlock	**Shannon Corr, Senior Planner** **p**: 619.533.3662 | **e**: SLMulderig@sandiego.gov	$100,000		✓	✓			✓	✓			✓	✓		
City of San Diego Hillcrest Focused Plan Amendment	Spurlock	**Michael Prinz, Senior Planner** **p**: 619.533.5931 | **e**: mprinz@sandiego.gov	$25,000		✓					✓			✓	✓		
City of San Diego Design and Graphic Support Services	Spurlock	**Leo Alo, Senior Traffic Engineer** **p**: 619.235.5200 | **e**: Lalo@sandiego.gov	$20,000							✓			✓			
City of San Diego Mission Blvd Public Spaces and Active Transportation Plan	Intersecting Metrics	**Christine Mercado, Senior Traffic Engineer** **p**: 619.236.6892 | **e**: cmercado@sandiego.gov	$156,000				✓	✓								
City of San Diego Mission Blvd Public Spaces and Active Transportation Plan	Intersecting Metrics	**Heidi Vonblum, Planning Director** **p**: 619.446.5363 | **e**: VonblumH@sandiego.gov	$90,000				✓	✓								
City of San Diego Morena Boulevard Master Plan	Intersecting Metrics	**Claudia Brizuela, Associate Engineer** **p**: 619.236.6578 | **e**: cbrizuela@sandiego.gov	$95,000				✓	✓								
City of San Diego Build Better San Diego Program (Public Infrastructure Assessment, Development Standards (Parks, Libraries, Fire, Mobility), Infrastructure Cost Estimates, Nexus Studies)	Intersecting Metrics	**Sameera Rao, Assistant Deputy Director** **p**: 619.446.5346 | **e**: SRao@sandiego.gov	$250,000				✓	✓					✓			
City of San Diego Parks Needs Index (PNI Study)	Intersecting Metrics	**Jonathan Avila, Development Project Manager p**: 619.525.8233 **e**: joavila@sandiego.gov	$30,000										✓			



TAB C

Cost/Price Proposal

References shall be submitted on the Contractor Standards Pledge of Compliance form attached to this RFP. Consultant may not provide a current City of San Diego staff member as a reference. If a City staff member is provided, the Consultant will be required to provide an additional reference.

Consultant is required to state all subconsultants to be used in the performance of the proposed Contract, and what portion of work will be assigned to each subconsultant on the form attached to this RFP.

The City shall rely on references as part of the evaluation process. The City reserves the right to take any or all of the following actions: reject a proposal based on an unsatisfactory reference(s); contact any person or persons associated with the reference; request additional references; contact organizations known to have used the Consultant in the past or are currently using the Consultant or Consultant's subconsultants' (as listed in Contractor Standards Pledge of Compliance form attached to this RFP) services; and contact independent Consulting firms for additional information about the Consultant or the Consultant's subconsultants.

I. TECHNICAL REPRESENTATIVE

The Technical Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

J. PRICING SCHEDULE

In order to be considered responsive to this RFP, the Consultant shall submit pricing on the form and in the format provided herein in its entirety. Any deviations from the Pricing Schedule may be considered non-responsive and unacceptable. Consultant shall state the hourly rate at which time will be billed to the City, as well as the hourly rate for any other member of your firm who will be doing work for the City. Pricing shall be inclusive of all fees and costs associated with the cost of services as described in the RFP, including but not limited to support services and overtime, travel and any other expenses incurred in the course of representing the City, including any sub participation. No other fees, costs, or other charges will be considered. The City will assess points for cost based on the average hourly rates for all services as described in the RFP in accordance with Exhibit A, 3.6 Evaluation Criteria, C. Cost.

1. Labor classifications listed as 1 and 2, are detailed in Section G. Labor Classifications.

2. Position Title is to be the position title within the Proposer's organization.

3. Consultant shall list fully burdened hourly rates for the labor classifications that most closely match the classifications listed in Section G. Labor Classifications.

4. All classifications described in this pricing schedule should be listed, whether services are performed by Consultant or by sub participation. Additional classification rates may be submitted later and included as part of the agreement resulting from this solicitation.

If additional space is required, a separate sheet may be attached marked "Additional Labor Classifications". No other changes will be considered.

Labor Classification	Position Title	Fully Burdened Hourly Rate
1. Principal	Principal I	$285.00
2. Project Manager	Project Manager II	$220.00

Additional Labor Classifications

Ascent Note: Labor classifications per Addendum A, Section J Pricing Schedule, are provided above for the Principal-In-Charge, and the Project Manager for Ascent, for the overall As-Needed Agreement. Per the instructions in Item J, we have listed hourly rates for "any other members of your firm that will be doing work for the City" under "Additional Labor Classifications" provided on separate sheets, on this page and the pages that follows. Labor classifications are provided for all Ascent staff as the Prime, as well as for each subconsultant, for all services as described in the RFP, consistent with the requirements of the RFP and Addendum A.

Ascent

Labor Classification	Position Title	Fully Burdened Hourly Rate
1. Principal	Principal I	$285.00
	Principal II	$300.00
	Principal III	$330.00
2. Project Manager	Project Manager II	$220.00
	Project Manager I	$190.00
	Assistant Project Manager	$175.00
3. Directors/ Technical Specialists	Director III/ Technical Specialist III	$275.00
	Director II/ Technical Specialist II	$250.00
	Director I/ Technical Specialist I	$220.00
4. Senior Technical Staff	Senior Urban Designer III/ Planner III	$220.00
	Senior Urban Designer II/ Planner II	$205.00
	Senior Urban Designer I/ Planner I	$190.00
5. Technical Staff	Staff Urban Designer III/ Planner III	$180.00
	Staff Urban Designer II/ Planner II	$165.00
	Staff Urban Designer I/ Planner I	$145.00
	Junior Urban Designer/ Planner II	$130.00
	Junior Urban Designer/ Planner	$115.00
	Intern	$85.00
6. Supporting Staff & Administrative Staff	GIS Specialist III	$170.00
	GIS Specialist II	$150.00
	Graphic Designer II	$150.00
	Graphic Designer I	$135.00
	Technical Editor	$120.00
	Document Production Specialist	$115.00
	Project Assistant/ Administrative Assistant III	$150.00
	Project Assistant/ Administrative Assistant II	$110.00
	Project Assistant/ Administrative Assistant I	$90.00

Additional Labor Classifications

Imagine

Labor Classification	Position Title	Fully Burdened Hourly Rate
1. Principal	Director of Programs or Director of Operations	$235.00
2. Project Support	Project Manager	$165.00
	Video Production	$165.00
	Researcher	$120.00
3. Event Support	Lead Facilitator (non-Principal)	$185.00
	Teaching Artist/Secondary Facilitator	$150.00
	Actor/Performer	$150.00
	Event Coordinator	$120.00
	Logistics Support	$90.00

Kearns & West

Labor Classification	Position Title	Fully Burdened Hourly Rate
1. Principal	Principal	$330.00
2. VP	VP	$275.00
3. Sr. Director	Sr. Director	$235.00
4. Director	Director	$215.00
5. Sr. Associate	Sr. Associate	$190.00
6. Associate	Associate	$165.00
7. Project Coordinator	Project Coordinator	$140.00

CR Associates

Labor Classification	Position Title	Fully Burdened Hourly Rate
1. Principal	Principal III	$390.00
	Principal II	$330.00
	Principal I	$300.00
2. Planning	Senior Planner III	$255.00
	Senior Planner II	$230.00
	Senior Planner I	$205.00
	Associate Planner III	$190.00
	Associate Planner II	$175.00
	Associate Planner I	$160.00
	Assistant Planner II	$150.00
	Assistant Planner I	$135.00

3. Traffic Engineering Operations	Senior Engineer III	$270.00
	Senior Engineer II	$250.00
	Senior Engineer I	$230.00
	Associate Engineer III	$205.00
	Associate Engineer II	$180.00
	Associate Engineer I	$165.00
	Assistant Engineer II	$150.00
	Assistant Engineer I	$140.00
4. Design	Senior Professional III	$300.00
	Senior Professional II	$280.00
	Senior Professional I	$250.00
	Professional III	$225.00
	Professional II	$210.00
	Professional I	$200.00
	Analyst III	$185.00
	Analyst II	$165.00
	Analyst I	$150.00
4. Support	Graphic Design	$165.00
	Project Accountant	$160.00
	Senior Admin	$155.00
	Admin Support	$105.00
	Intern	$90.00

Keyser Marston Associates

Labor Classification	**Position Title**	**Fully Burdened Hourly Rate**
1. Principal	Chairman, President, Managing Principals	$305.00
	Senior Principals	$295.00
	Principals	$275.00
2. Project Manager	Managers	$245.00
3. Senior Associates	Senior Associates	$205.00
4. Associates	Associates	$185.00
5. Senior Analysts	Senior Analysts	$170.00
6. Analysts	Analysts	$145.00
7. Technical Staff	Technical Staff	$105.00
58. Administrative Staff	Administrative Staff	$90.00

Additional Labor Classifications

Citythinkers

Labor Classification	Position Title	Fully Burdened Hourly Rate
1. Principal	Principal Urban Designer	$220.00
2. Project Manager	Senior Urban Designer/ Project Manager	$150.00
3. Designer	Urban Designer	$90.00
4. Administrative/Intern	Administrative/Intern	$50.00

Spurlock

Labor Classification	Position Title	Fully Burdened Hourly Rate
1. Principal	Principal	$225.00
2. Project Manager	Project Manager	$175.00
3. Job Captain	Job Captain	$150.00
4. Landscape Designer	Landscape Designer	$125.00
5. Administrator	Administrator	$90.00
6. Intern	Intern	$75.00

Intersecting Metrics

Labor Classification	Position Title	Fully Burdened Hourly Rate
1. Principal	Principal	$200.00
2. Project Manager	Project Manager	$175.00
3.Administrative Staff	Administrative Staff	$100.00

Ascent
1230 Columbia Street, Suite 440
San Diego, CA 92101-8517

ascent.inc