



Purchasing & Contracting Department

November 25, 2024

VIA EMAIL TO: rajeev@dyettandbhatia.com

Mr. Rajeev Bhatia, President
Dyett & Bhatia, Urban and Regional Planners
4001 Howe Street
Oakland, CA 94611

Reference: Request for Proposal (RFP) No. 10090174-25-D, As-Needed Multi-Disciplinary Planning Consultant Services for the City Planning Department

Dear Mr. Bhatia:

Subject: Letter Agreeing to Exceptions

Exhibit A, paragraph A.2.2 of the subject RFP, states, in pertinent part: "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 bidder's exceptions, reject bidder's exceptions, and deem the bid non-responsive, or award the Contract without bidder's proposed exceptions."

This letter confirms our agreement to modify the terms of the Contract relating to the above-referenced solicitation. The Parties agree as follows:

1. Section 3.2.6.1 Monthly Employment Utilization Reports of Exhibit C, General Contract Terms and Provisions, shall be deleted in its entirety.
2. Section 5.13.1 Criminal Background Certification of Exhibit C, General Contract Terms and Provisions, shall be deleted in its entirety.
3. Section 5.13.2 Photo Identification Badge of Exhibit C, General Contract Terms and Provisions, shall be deleted in its entirety.
4. Article VIII Bonds of Exhibit C, General Contract Terms and Provisions, shall be deleted in its entirety.

Please indicate your agreement with the above by signing the bottom of this letter. Thank you for your assistance.

Sincerely,

A handwritten signature in blue ink, appearing to read "D Singleton", written over a horizontal line.

Damian Singleton
Senior Procurement Contracting Officer

This Letter is executed by the City and Contractor acting by and through their authorized officers.

DYETT & BHATIA

By: **Rajeev Bhatia**

Name: Rajeev Bhatia
Rajeev Bhatia (Nov 26, 2024 09:27 PST)

Title: **President**

Date: **11/26/2024**

THE CITY OF SAN DIEGO

By: *[Signature]*

Name: Claudia C. Pearce

Title: Director, Purchasing & Contracting

Date: July 1, 2025

R-316290

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

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

Dyett & Bhatia, Urban and Regional Planners
Proposer

4001 Howe Street

Street Address

Oakland, CA 94611

City/State/Zip

415-956-4300

Telephone No.

rajeev@dyettandbhatia.com

E-Mail

CITY OF SAN DIEGO
A Municipal Corporation

BY:



Print Name:


Claudia C. Arca

Director, Purchasing & Contracting Department

July 1, 2025

Date Signed

BY:



Signature of Proposer's
Authorized Representative

RAJEEV BHATIA

Print Name

President

Title

04/30/2025

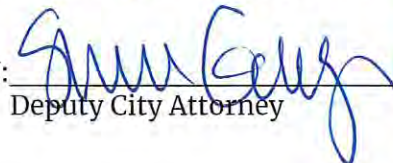
Date

Approved as to form this 15 day of

July, 20 25.

HEATHER FERBERT, City Attorney

BY:



Deputy City Attorney

R- 316290

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

CONTRACTOR

Dyett & Bhatia, Urban and Regional Planners

Proposer

4001 Howe Street

Street Address

Oakland, CA 94611

City

415-956-4300

Telephone No.

rajeev@dyettandbhatia.com

E-Mail

CITY OF SAN DIEGO

A Municipal Corporation

BY:



Print Name:

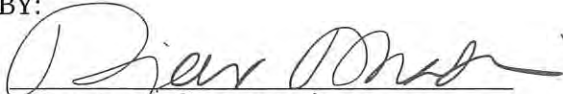
Claudia C. Phara

Director, Purchasing & Contracting Department

July 1, 2025

Date Signed

BY:



Signature of Proposer's
Authorized Representative

RAJEEV BHATIA

Print Name

President

Title

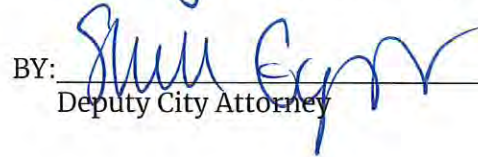
04/30/2025

Date

Approved as to form this 15 day of

July, 2025.

HEATHER FERBERT, City Attorney



BY:

Deputy City Attorney

R-316290

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:

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

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 $(1 - ((105 - 100) / 100)) \times 60 = 57$ 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.	10
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	
B. Firm's Capability to provide the services and expertise and Past Performance.	55
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	
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.	15
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	
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. REFERENCES

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 (5th) 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 Contract, 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 terms, 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

**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

CITY OF SAN DIEGO

Susan Huntington

03/12/2024

SUSAN HUNTINGTON
Director of Financial Planning, Budgets,
and Grants

CS

03/12/2024

CASEY SMITH
Deputy Chief Operating Officer

APPROVED AS TO FORM:

Suzanne Fiske

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 Multidisciplinary on-call list. Planning Department staff review available consultants and select the most qualified team to produce standardized 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		
<i>Enter Task or Subtask Number (tailor as needed)</i>	<i>Copy and paste the description from the Scope of Work.</i>	<i>Enter start date as number of months from NTP. Enter whole numbers.</i>	<i>Enter end date as number of months from NTP. Enter whole numbers.</i>	<i>Enter total duration anticipated for task completion. Enter in number of months. Enter whole numbers.</i>
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 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 all times, points of completion, and provide support for payment verification. 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 at all times. 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 RETIP 2.0 Program.
- C. The Grantee shall maintain documentation of its normal procurement 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 all 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 monies 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 deliverables outlined in the Agreement monthly. Generally, approved 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

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reimbursable to July 1, 2021. Approved and eligible costs incurred **prior** to July 11, 2021, are ineligible.

- ☐ 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 availability of funds for eligible activities. Successful requests for funds in increments, schedule for advance payments or other forms approved by the Department, and report progress according to a timeline implementation and expenditure timetable.
- G. Supporting documentation may include, but is not limited to, purchase orders, receipts, progress payments, subcontractor invoices, timesheets, reports, or any other documentation 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 is 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.
- ☐ 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

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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 shall identify the source of funds.
- f-1. 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 subcontractors until completion of the action and resolution of all issues which arise from it. In any contract that it enters into in a 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.

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- 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 use of the 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 and completion of activities toward Policy Outcomes and implementation of eligible use activities funded through a suballocation process. Arrangement of action may be 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 in a raise 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 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;

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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 exploration

The report must identify whether Proposed Uses overlap with other programs that share the same objectives as REAP 2.0. The Grantee shall also identify

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any measures that prevent it from obtaining the information it needs to perform its duties. The Grantee shall make 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 eligibility uses specified in Section 50515.08 of the statute.
- C. Grantees shall post, make available, and update, as appropriate, its internet website, land use maps and Vehicle Miles Traveled generation maps produced in the development of its adopted SGS, as applicable.
- ☐ Grantees shall collaborate and share progress, templates, and best practices with the Department and fellow recipients in the implementation of HUD's. To the greatest extent practicable, Grantees shall coordinate with other eligible entities in the development of applications, consider potential 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 final report in a manner and form prescribed by the Department.
 1. Grantee may include a final 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 any negligent act or omission 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 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, tortious, 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 these provisions nor affect the validity of this Agreement or the right of the Department to enforce these provisions.

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8. Relationship of Parties

It is expressly understood that this Agreement is an agreement executed by and between the San Diego Association of Governments and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, in 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 they comply with all City of San Diego rules and ordinances governing procurement, and all applicable provisions of the 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 shall include the nondiscrimination and compliance provisions of this clause in all subcontracts and subcontracts they enter into to perform work under the REAP 2.0 Program.

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- 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, marital 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 employees hired by minorities and women, as required by 24 GRR 92.351.

Waiver

- A. If any provision in this Agreement, and underlying obligation, is held invalid by a ruling 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 in 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.

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-recipients 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 created or made or, hereafter

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conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six months after the term of this Agreement, 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 marks of authorship. Grantee and Grantee's contractors 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 planning.

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.

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: 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. The 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
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 no 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 include the baseline year and the final year of the project.

³ - Output indicators are a type of performance indicator that measures the immediate activities, products (including capital investments), 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 from a 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 S cale 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
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-  Document emailed to Samantha Foulke (samantha.foulke@sandag.org) for signature
2024-12-04 - 1:02:56 AM GMT
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-  Document e-signed by Samantha Foulke (samantha.foulke@sandag.org)
Signature Date: 2024-12-04 - 1:56:34 AM GMT - Time Source: server

✔ Agreement completed.

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

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

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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

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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.

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- 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;

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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

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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.

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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.

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- 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.

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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

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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.

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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

**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

CITY OF SAN DIEGO

Susan Huntington

03/12/2024

SUSAN HUNTINGTON

Director of Financial Planning, Budgets, and
Grants

CS

03/12/2024

CASEY SMITH

Deputy Chief Operating Officer

APPROVED AS TO FORM:

Sandra P. P. P.

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 procedures. (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 Multidisciplinary on-call list. Planning Department staff will review available consultants and select the most qualified team to produce standardized 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 facilities 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		
<i>Enter Task or Subtask Number (tailor as needed)</i>	<i>Copy and paste the description from the Scope of Work.</i>	<i>Enter start date as number of months from NTP. Enter whole numbers.</i>	<i>Enter end date as number of months from NTP. Enter whole numbers.</i>	<i>Enter total duration anticipated for task completion. Enter in number of months. Enter whole numbers.</i>
<i>Task Example</i>	<i>RFP for affordable housing consultant: Develop and issue RFP</i>	<i>1</i>	<i>4</i>	<i>3</i>
<i>Task Example</i>	<i>Public Outreach</i>	<i>5</i>	<i>12</i>	<i>7</i>
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 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 all times, points of completion, and provide support for payment verification. 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 at all times. Separate bank accounts are not required. As appropriate, Grantees must establish separate ledgers for State General funds and other funds associated with proposed uses 110 provided by the RETIP 2.0 Program.
- C. The Grantee shall maintain documentation of its normal procurement 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 all 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 monies 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 deliverables outlined in the Agreement monthly. Generally, approved 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

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reimbursable to July 1, 2021. Approved and eligible costs incurred **prior** to July 11, 2021, are ineligible.

- ☐ 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 availability of funds for eligible activities. Successful applicants must request funds in increments, schedule for advance payments or other methods approved by the Department, and report progress according to a timeline for implementation and expenditure timetable.
- G. Supporting documentation may include, but is not limited to, purchase orders, receipts, progress payments, subcontractor invoices, timesheets, reports, or any other documentation 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.
- ☐ 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

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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 shall identify the source of funds.
- f-1. 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 subcontractors until completion of the action and resolution of all issues which arise from it. In any contract that it enters into in a 12-month period 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.

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- 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 use of the 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 and completion of activities toward Policy Outcomes and implementation of eligible use activities funded through a suballocation process. Any lack of action may be inconsistent with REAP 2.0 requirements and may result in review and could be subject to repayment of the grant.
- F. At any time, if the Department finds the Grantee included in the 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 breaches of the 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;

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2. Require the repayment of 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 evaluation

The report must identify whether Proposed Uses overlap with other programs that share the same objectives as REAP 2.0. The Grantee shall also identify

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any measures that prevent it from obtaining the information it needs to perform its duties. The Grantee shall make 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 eligibility uses specified in Section 50515.08 of the statute.
- C. Grantees shall post, make available, and update, as appropriate, its internet website, land use maps and Vehicle Miles Traveled generation maps produced in the development of its adopted SGS, as applicable.
- ☐ Grantees shall collaborate and share progress, templates, and best practices with the Department and fellow recipients in implementation of HUD's. 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 final report in a manner and form prescribed by the Department.
 1. Grantee may include a final 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 any negligent act or omission 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 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, tortious, 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 these provisions nor affect the validity of this Agreement or the ability of the Department to enforce these provisions.

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8. Relationship of Parties

It is expressly understood that this Agreement is an agreement executed by and between the San Diego Association of Governments and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, in 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 they comply with all City of San Diego rules and ordinances governing procurement, and all applicable provisions of the 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 shall include the nondiscrimination and compliance provisions of this clause in all subcontracts and subcontracts they enter into to perform work under the REAP 2.0 Program.

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- 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, marital 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 employees hired by minorities and Women, as required by 24 GRR 92.351.

Waiver

- A. If any provision in this Agreement, and 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 in 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.

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 subcontractor'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 created or made or, hereafter

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Prp. Date: December 14, 2022

conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six months after the term of this Agreement, 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 marks of authorship. Grantee and Grantee's contractors 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 planning.

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.

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: 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:	CBJCHBCAABAA9fRRGX0lcp3Avlbn83OK8vMwuZfnEXe

"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@sanidiego.gov) for signature
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-  Email viewed by Casey Smith (cdsmith@sanidiego.gov)
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-  Document emailed to Samantha Foulke (samantha.foulke@sandag.org) for signature
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-  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

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

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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

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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.

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- 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;

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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

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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.

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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.

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- 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

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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.

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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

**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

CITY OF SAN DIEGO

Susan Huntington

06/12/2024

SUSAN HUNTINGTON
Director of Financial Planning, Budgets,
and Grants

CS

06/12/2024

CASEY SMITH
Deputy Chief Operating Officer

APPROVED AS TO FORM:

Sandra P. Piller

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 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 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 all times, points of completion, and provide support for payment verification. 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 at all times. 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 RETIP 2.0 Program.
- C. The Grantee shall maintain documentation of its normal procurement 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 all 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 deliverables outlined in the Agreement monthly. 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

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reimbursable to July 1, 2021. Approved and eligible costs incurred **prior** to July 11, 2021, are ineligible.

- ☐ 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 or eligible activities. Successful requests request funds in increments, schedule for advance payments or other forms approved by the Department, and report progress according to a timeline implementation and expenditure timetable.
- G. Supporting documentation may include, but is not limited to, purchase orders, receipts, progress payments, subcontractor invoices, memos, reports, or any other documentation 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 shall be 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.
- ☐ 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

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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 shall 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 subcontractors until completion of the action and resolution of all issues which arise from it. In any contract that it enters into in a 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.

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- 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 use of the 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 and completion of activities toward Policy Outcomes and implementation of eligible use activities funded through a suballocation process. Any lack of action may be inconsistent with REAP 2.0 requirements and may result in review and could be subject to repayment of the grant.
- F. At any time, if the Department finds the Grantee included in the 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 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;

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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 evaluation

The report must identify whether Proposed Uses overlap with other programs that share the same objectives as REAP 2.0. The Grantee shall also identify

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any measures that prevent it from obtaining the information it needs to perform its duties. The Grantee shall make 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 eligibility uses specified in Section 50515.08 of the statute.
 - C. Grantees shall post, make available, and update, as appropriate, its internet website, land use maps and Vehicle Miles Traveled generation maps produced in the development of its adopted SGS, as applicable.
 - ☐ Grantees shall collaborate and share progress, templates, and best practices with the Department and fellow recipients in the implementation of HUD's. 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 final report in a manner and form prescribed by the Department.
 1. Grantee may include a final 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 any negligent act or omission 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, tortious, 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 these provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

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8. Relationship of Parties

It is expressly understood that this Agreement is an agreement executed by and between the San Diego Association of Governments and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, in 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 procurement procedures as long as they comply with all City of San Diego rules and ordinances governing procurement, and all applicable provisions of the 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 other 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 sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements that each of them shall include the nondiscrimination and compliance provisions of this clause in all subcontracts and subcontracts they enter into to perform work under the REAP 2.0 Program.

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- 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, marital 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 employees hired by minorities and Women, as required by 24 GRR 92.351.

Liability

- A. If any provision in this Agreement, and 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.

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 subcontractor'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 owned, created or made or, hereafter

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conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six months after the term of this Agreement, 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 marks of authorship. Grantee and Grantee's contractors 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 planning.

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.

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 CPU 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
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-  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

✔ Agreement completed.

2024-12-06 - 6:53:25 PM GMT



Adobe Acrobat Sign

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

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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

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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.

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- 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;

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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

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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.

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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.

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- 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

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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.

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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 and 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

APPROVED AS TO FORM:

E-SIGNED by Samantha Foulke
on 2022-10-27 22:22:56 GMT

Office of General Counsel DATE

CITY OF SAN DIEGO, PLANNING
DEPARTMENT

Kris McFadden 09/29/2022

KRIS MCFADDEN DATE
Deputy Chief
Operating Officer

APPROVED AS TO FORM:

Priscilla H. 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
<i>Enter Task or Subtask Number (tailor as needed)</i>	<i>Enter task descriptions. Limit sub-tasks to major milestones.</i>	<i>Enter deliverables associated with each task.</i>	<i>Enter start date as number of months from NTP. Enter whole numbers.</i>	<i>Enter end date as number of months from NTP. Enter whole numbers.</i>	<i>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).</i>
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:

Total grant amount requested from SANDAG:

Total match amount that will be contributed:

SANDAG grant % contribution:

Match % contribution:

Will the matching fund sources include funds from the TransNet Local Street and Road program?

\$840,000.00
\$ 500,000.00
\$ 340,000.00

0.595238095
0.404761905

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.



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

3720-LCP2307

FEDERAL ID NUMBER

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:	
<input checked="" type="checkbox"/> EXHIBIT D1 – Local Coastal Programs Terms and Conditions	9 pages
<input type="checkbox"/> 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

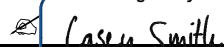
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

GRANTEE

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

City of San Diego

BY (Authorized Signature)
DocuSigned by:



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:



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
<u>Other funding:</u>	<u>\$206,806.60</u>
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.

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- **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	Groundwork San Diego
Climate Action Campaign	Outdoor Outreach
Environmental Health Coalition	San Diego Canyonlands
Mid-City CAN (Community Advocacy Network)	San Diego Coastkeeper
San Diego Urban Sustainability Coalition (SDUSC)	Sierra Club
The Greenlining Institute	Bayview Community Development Corporation
Eastern Area Community Planning Group	City Heights Community Development Corporation
Southeastern San Diego Planning Group	Bike San Diego
Chollas Valley Planning Group	Chollas Creek Coalition
Black Girls Hike	Latinos Outdoors
Friends of Rose Canyon	San Diego Audubon Society
Friends of Balboa Park	San Diego Mountain Biking Association
Friends of Los Penasquitos Canyon	Kumeyaay Diegueno Land Conservancy (KDLC)
Friends of Tecolote Canyon	The Surfrider Foundation
Mission Trails Regional Park Foundation	Outdoor Afro
Environmental Center of San Diego	San Diego Foundation
Los Penasquitos Lagoon Foundation	Environmental Center of San Diego (ECO)
San Dieguito River Park Joint Powers Authority	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	1/15/2024
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**

<i>Jurisdiction Name</i>	<i>CCC Grant Total</i>	<i>Match/Other Funds</i>	<i>Total</i>
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 provisions 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 disproportionately 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.

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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 CERTIFIES 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.)

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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).

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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:

10090174-25-D

As-Needed Multi-Disciplinary Consultant Services for the City Planning Department

B. BIDDER/PROPOSER INFORMATION:

Dyett & Bhatia, Urban and Regional Planners		N/A	
Legal Name		DBA	
4001 Howe Street	Oakland	CA	94611
Street Address	City	State	Zip
Rajeev Bhatia, President	(510) 899-3301	rajeev@dyettandbhatia.com	
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.

Rajeev Bhatia	President
Name	Title/Position
Piedmont CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
100%	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

1. 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.

2. Is your firm a non-profit?
☐ Yes ☒ No

If Yes, attach proof of status to this submission.

3. 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: 12/31/1975 State of incorporation: California

List corporation's current officers: President: Rajeev Bhatia
Vice Pres: _____
Secretary: Rajeev Bhatia
Treasurer: Rajeev Bhatia

Type of corporation: C ☐ Subchapter S ☒

Is the corporation authorized to do business in California: ☒ Yes ☐ No

If Yes, after what date: 1976

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: JP Morgan Chase

Point of Contact: Yao Sing Lisu

Address: 9200 Oakdale Avenue, Chatsworth, CA 91311

Phone Number: (510) 452-6605

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.: _____ Year Issued: _____

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: City of Oakland

Contact Name and Phone Number: Lakshmi Rajagopalan, (510) 238-6751

Contact Email: lrjagopalan@oaklandca.gov

Address: 250 Frank H. Ogawa Plaza, Suite 3315 Oakland, CA 94612

Contract Date: 2021-Present

Contract Amount: \$5.7 million

Requirements of Contract: Prepare General Plan Update, Housing Element, and EIR

Company Name: City of Napa

Contact Name and Phone Number: Michael Walker, (707) 257-9345

Contact Email: mwalker@cityofnapa.org

Address: 1600 First St Napa, CA 94559

Contract Date: 2018-2023

Contract Amount: \$1.4 million

Requirements of Contract: Prepare General Plan Update and EIR

Company Name: SANDAG

Contact Name and Phone Number: Stacey Cooper, 619.595.5354

Contact Email: stacey.cooper@sandag.org

Address: 401 B St #800, San Diego, CA 92101

Contract Date: 2022-2023

Contract Amount: \$388,000

Requirements of Contract: Prepare Housing Policy and Planning Tool

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:

- a. Disabled Veteran Business Enterprise Certification # _____
- b. Woman or Minority Owned Business Enterprise Certification # _____
- c. 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: Kearns & West, Inc.

Address: 500 Washington Street Suite 425, San Francisco, CA 94111

Contact Name: Joan Isaacson Phone: 619-966-8077 Email: jisaacson@kearnswest.com

Contractor License No.: B2016010779 DIR Registration No.: PW-LR-1001108063

Sub-Contract Dollar Amount: \$ 1-5 % (per year) \$ 1-5 % (total contract term)

Scope of work subcontractor will perform: Community Outreach and 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.

Company Name: RECON Environmental, Inc.

Address: 3111 Camino del Rio North, Suite 600 San Diego, CA 92108-5726

Contact Name: Jennifer Campos Phone: (619) 308-9333 Email: jcampos@reconenvironmental.com

Contractor License No.: B1979052367 DIR Registration No.: 1000004306

Sub-Contract Dollar Amount: \$ 5-15% (per year) \$ 5-15% (total contract term)

Scope of work subcontractor will perform: Environmental 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. [Statement of Subcontractors](#)
[Continues in Attachment A](#)

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 08/28/2019.

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.

Rajeev Bhatia



08/21/2024

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.

See attached for additional subconsultant information.

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.

Rajeev Bhatia

Print Name, Title



Signature

08/21/2024

Date

Attachment A

Company Name: Chen Ryan Associates, Inc. dba CR Associates

Address: 3900 5th Avenue, Suite 301, San Diego, CA 92101

Contact Name, Phone Number, and Email: Monique Chen, 619-318-4664, mchen@chenryanmobility.com

Contractor License No.: B2011024369

DIR Registration No.: 1000020628

Sub-Contractor Dollar Amount: \$ 10-18 %

Subcontractor:

Scope of Work Contractor will perform: Multi-Modal Mobility Recommendations and Traffic Impact Studies

Certification type: ☒DBE ☐DVBE ☐ELBE ☒MBE ☐SLBE ☒WBE ☐Not Certified Certifications Attached

Company Name: Keyser Marston Associates, Inc.

Address: 555 West Beech St., Ste. 460, San Diego, CA 92101

Contact Name, Phone Number, and Email: Paul C. Marra, (619) 718-9500, pmarra@keysermarsten.com

Contractor License No.: B1994011624

DIR Registration No.:

Sub-Contractor Dollar Amount: \$ 2-8 %

Scope of Work Contractor will perform: Subcontractor: Financial Feasibility Analysis Fiscal Impact Analysis, and Funding Options

Certification type: ☐DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE ☐WBE ☐Not Certified

Company Name: Spurlock Landcape Architects

Address: 2122 Hancock St., San Diego CA 92110

Contact Name, Phone Number, and Email: Brad Lents, 619-681-0090, blents@spurlock-land.com

Contractor License No.: B1988009857

DIR Registration No.: 1000018786

Sub-Contractor Dollar Amount: \$ 5-10 %

Attachment A

Scope of Work Contractor will perform: Subcontractor: Urban Greening, Conservation Policy
Recommendations, Landscape Architecture Recommendations, Low
Impact Development Practices

Certification type: ☐DBE ☐DVBE ☐ELBE ☐MBE ☒SLBE ☒WBE ☐Not Certified Certifications Attached

Company Name: Heritage Architecture & Planning

Address: 832 Fifth Ave., San Diego CA 92101

Contact Name, Phone Number, and Email: David Marshall, 619-239-7888 x 211, david@heritagearchitecture.com

Contractor License No.: B1978040068

DIR Registration No.:

Sub-Contractor Dollar Amount: \$ 1-4 %

Scope of Work Contractor will perform: Subcontractor: Historic Preservation

Certification type: ☐DBE ☐DVBE ☐ELBE ☐MBE ☒SLBE ☐WBE ☐Not Certified Certification Attached

Company Name: PROTEUS Consulting

Address: 4087 Alabama St., San Diego, CA 92104

Contact Name, Phone Number, and Email: Soma Bhadra, 858-353-2805, soma@consult-proteus.com

Contractor License No.: B2011015683

DIR Registration No.:

Sub-Contractor Dollar Amount: \$ 1-4 %

Scope of Work Contractor will perform: Subcontractor: Public Facilities Analysis and Engineering
Consultation

Certification type: ☐DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE ☐WBE ☐Not Certified

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

***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

***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**

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

RWOSB22491

CERTIFICATION NUMBER

05/13/25

EXPIRATION DATE

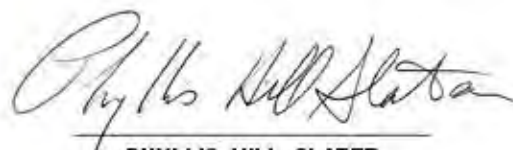
Certifies that:

Spurlock Landscape Architects

Leigh Kyle

has successfully met the requirements of the NWBOC
national certification program for certification as
a woman-owned and woman-controlled business.

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. Part 127
and has been certified as such by NWBOC an SBA approved Third Party Certifier pursuant to the
Third Party Certifier Agreement, dated 06/30/11, and available at www.sba.gov/wosb.



PHYLLIS HILL SLATER
Board Chair, NWBOC

541320

NAICS Code(s)

05/14/22

Date

WWW.NWBOC.ORG

INFO@NWBOC.ORG | 800-794-6140 | 1101 East Cumberland Ave, Suite #301, Tampa, Florida 33602

City of San Diego



Small Local Business Enterprise (SLBE) Program Certification

Heritage Architecture & Planning, Inc.
Small Local Business Enterprise (SLBE)
Professional Services

(NAICS: 541310)

Certification Number: 11HA0327

Effective: 8/15/2024 - 8/15/2026

Christian Silva
Program Manager
Equal Opportunity Contracting

Consultant and Subconsultant Summary Data, 2024

Legal Name & Address	Address(es) of San Diego County Office(s)	No. of Years in San Diego County	No. of San Diego County Employees	City of San Diego Business Tax Cert. # / DIR Registration #	Name, Title, Address, Telephone Number, & E-mail Address of Contact Person
Dyett & Bhatia Urban and Regional Planners 4001 Howe Street Oakland, CA 94612	no location or employees in San Diego County	0	0	N/A * 1001094299	Rajeev Bhatia, Principal-in-Charge 415-956-4633 rajeev@dyettandbhatia.com 4001 Howe Street Oakland, CA 94612
Kearns & West 500 Washington Street Suite 425, San Francisco, CA 94111	800 B Ave, Ste 203 National City, CA 91950	7	11	B2016010779 PW-LR-1001108063	Joan Isaacson, Principal 619-966-8077 jisaacson@kearnswest.com 3800 B Ave, Ste 203 National City, CA 91950
RECON Environmental 3111 Camino del Rio North, Suite 600 San Diego, CA 92108-5726	3111 Camino del Rio North, Suite 600 San Diego, CA 92108-5726	52	92	B1979052367 1000004306	Jennifer Campos, Environmental Project Director, (619) 308-9333 x145 jcampos@reconenvironmental.com 3111 Camino del Rio North, Suite 600, San Diego, CA 92108,
Chen Ryan Associates 3900 5th Avenue, Suite 310 San Diego, CA 92103	3900 5th Avenue, Suite 301 San Diego, CA 92101	12	41	B2011024369	Monique Chen, Principal, 619-318-4664 mchen@chenryanmobility.com 3900 5th Avenue, Suite 301 San Diego, CA 92101
Keyser Marston Associates, Inc. 1299 Fourth St., Ste. 408 San Rafael, CA 94901	555 West Beech St. Suite 460 San Diego, CA 92101	45	7	B1994011624	Paul C. Marra, Managing Principal 619-718-9500 pmarra@keysermarsten.com 555 West Beech St., Ste. 460 San Diego, CA 92101
Spurlock Landscape Architects 2122 Hancock St., San Diego, CA 92110	2122 Hancock St., San Diego CA 92110	36	20	B1988009857	Brad Lents, Principal 619-681-0090 blents@spurlock-land.com 2122 Hancock St. San Diego CA 92110
Heritage Architecture & Planning 832 Fifth Ave., San Diego, CA 92101	832 Fifth Ave., San Diego CA 92101	46	11	B1978040068	David Marshall, Senior Principal 619-239-7888 x 211 david@heritagearchitecture.com 832 Fifth Ave., San Diego CA 92101
Proteus Consulting 4087 Alabama St., San Diego, CA 92104	4087 Alabama St., San Diego, CA 92104	14	1	B2011015683	Soma Bhadra, CEO 858-353-2805 soma@consult-proteus.com 4087 Alabama St. San Diego, CA 92104

*Dyett & Dyett & Bhatia's San Diego business tax license # B2012021510GUHC0 expired in May 2019. Per conversations with the Office of the City Treasurer in May 2019 and on August 7, 2023, businesses that have no offices or employees located within the City and County of San Diego are not required to have a City Business Tax License.

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 Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- ☐ The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor 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: Dyett & Bhatia

Certified By Rajeev Bhatia Title President

Name



Signature

Date 08/21/2024

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

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: Dyett & Bhatia, Urban and Regional Planners

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 4001 Howe St.

City: Oakland County: Alameda State: CA Zip: 94611

Telephone Number: 415-956-4300

Fax Number: _____

Name of Company CEO: Rajeev Bhatia

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: 9200 Oakdale Avenue, Chatsworth, CA 91311

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: Urban and Regional Planning

Type of License: _____

The Company has appointed: Rajeev Bhatia

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: 250 Frank H. Ogawa Plaza, Suite 3315 Oakland, CA 94612

Telephone Number: 415-956-4300

Fax Number: _____

Email: rajeev@dyettadhatia.com

☐ 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 Dyett & Bhatia, Urban and Regional Planners

(Firm Name)

Alameda

(County)

(State)

hereby certify that information provided

herein is true and correct. This document was executed on this 9th day of August, 2024



(Authorized Signature)

Rajeev Bhatia

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2NAME OF FIRM: Dyett & Bhatia, Urban and Regional PlannersDATE: 8/14/2023OFFICE(S) or BRANCH(ES): 4001 Howe St, Oakland, CA 94611COUNTY: Alameda

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 | (5) Native Hawaiian or Pacific Islander |
| (2) Hispanic or Latino | (6) White |
| (3) Asian | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native | |

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial					1						2	1		
Professional				2	1	4						4		
A&E, Science, Computer														
Technical														
Sales														
Administrative Support														
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column			2	2	4						2	5		
--------------------	--	--	---	---	---	--	--	--	--	--	---	---	--	--

Grand Total All Employees

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 3NAME OF FIRM: Dyett & Bhatia, Urban and Regional PlannersDATE: 8/14/2023OFFICE(S) or BRANCH(ES): 4001 Howe St, Oakland, CA 94611COUNTY: Alameda

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 | (5) Native Hawaiian or Pacific Islander |
| (2) Hispanic or Latino | (6) White |
| (3) Asian | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native | |

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees	0
----------------------------------	---

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report^{1, 3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material
Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning
and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry
Workers

Exhibit B: Work Force Report Job Categories–Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard
Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of
Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and
Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and
Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration
Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair
Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment
Operators
Pile-Driver Operators
Operating Engineers and Other Construction
Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons**Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine
Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

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

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

Proposer

BY: _____

Street Address

Print Name: _____

City

Director, Purchasing & Contracting Department

Telephone No.

Date Signed

E-Mail

BY: _____

Approved as to form this ____ day of

Signature of Proposer's
Authorized Representative

_____, 20____.
MARA W. ELLIOTT, City Attorney

Print Name

BY: _____
Deputy City Attorney

Title

Date

TAB A.2

CONTRACT EXCEPTIONS

Dyett & Bhatia has reviewed the City of San Diego Exhibit C, General Contract Terms and Provisions, and requests the modifications below. These modifications have been accepted by the City in previous contracts:

3.2.6.1 – Monthly Employment Utilization Reports - DELETE

5.13.1 – Criminal Background Certification – DELETE

5.13.2 – Photo Identification Badge – DELETE

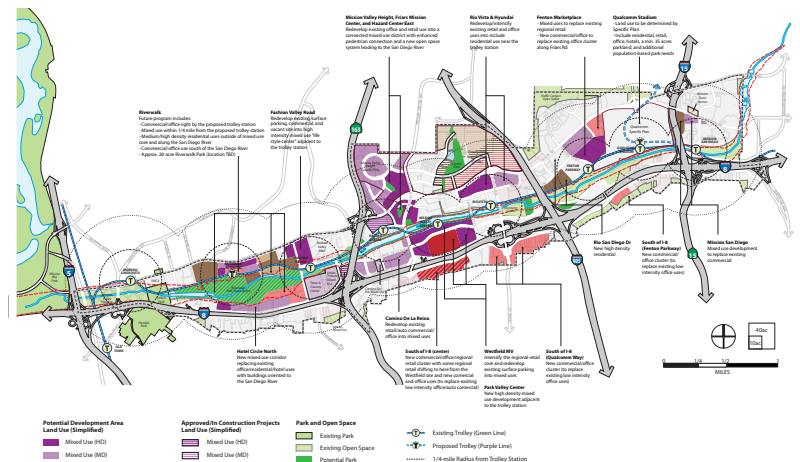
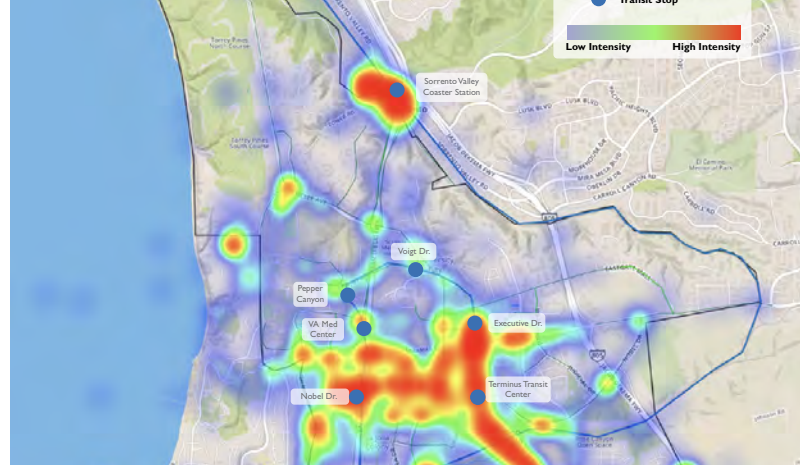
Article VIII – Bonds – DELETE

Submitted Separately

A.3 Contractor Standards Pledge

A.4 Equal Opportunity Contracting Forms, including Work
Force Report and Contractors Certification of Pending Actions

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City of San Diego As-Needed Multi-Disciplinary Consultant Services for the Planning Department

DYETT & BHATIA
Urban and Regional Planners

Kearns & West
RECON Environmental
Chen Ryan Associates
Keyser Marston Associates
Spurlock Landscape Architects
Heritage Architecture & Planning
Proteus Consulting

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B.1

EXECUTIVE SUMMARY

DYETT & BHATIA QUALIFICATIONS

San Diego Experience

Dyett & Bhatia (D&B) brings 20 years of nearly continuous long-range planning experience for the City of San Diego, starting with preparation of the transformative San Diego Downtown Community Plan and zoning. In recent years, D&B has assisted the City with several projects as part of on-call planning services, including Mission Valley, Uptown (Hillcrest Focus Area), Southeastern, Encanto, and University community plans; Grantville/Alvarado Creek Revitalization Strategy; mixed-use zoning regulations; and Environmental Justice Element baseline. In the broader San Diego region, D&B is presently leading the General Plan and the Smart and Sustainable Corridors Specific Plan for Oceanside and a Fair Housing Implementation Study for Carlsbad.

Statewide Comprehensive Planning Leadership

D&B's San Diego experience is complemented by statewide comprehensive planning leadership, exemplified by the firm winning this year's California Chapter American Planning Association Award of Excellence for both Large (Sacramento General Plan) and Small (Napa General Plan) Jurisdictions; these are awarded to only one project in each category. The firm has won 11 APA awards in the last four years alone for the relatively small volume of work from our sole office. In addition to community and general plans, the firm has expertise in downtown plans, transit area plans, zoning, and Program EIRs. Assignments in the last five years include over a dozen general and specific plans, Station Area Plans and Public Views Study for Honolulu, multi-family and mixed-use zoning for Portland (OR), Low-Rise Residential Design for the City of Los Angeles, and a Climate Action and Adaptation Strategy for Sacramento, informed by innovative neighborhood-scale urban heat mapping.

LOCAL TEAM AND PRESENCE

A strong team of San Diego-based subconsultants, who have all worked with D&B, will support the team. Team roles will be as follows:

- Dyett & Bhatia, *Project Management, Land Use, Urban Design, GIS, Community Engagement*
- Kearns & West, *Community Engagement*
- RECON, *Environmental Planning and Resource Management*
- Chen Ryan Associates, *Mobility Planning*
- Keyser Marston Associates, *Urban Economics*
- Spurlock Landscape Architects, *Streetscape, Urban Forestry, and Open Space Planning*
- Heritage Architecture & Planning, *Historic Resources*
- Proteus Consulting, *Infrastructure Planning*

KEY PERSONNEL

Rajeev Bhatia, Principal, offers 20 years of San Diego long-range planning experience. Alison Moore will serve as Project Manager; her recent experience includes the Oakland General Plan, including the award-winning Environmental Justice Element. They will be supported by Andrew Hill, Principal, and Mayu Tanaka, Senior Associate. Senior personnel from sub-consultants will participate as needed.

RESOURCES, METHODS, AND APPROACH

D&B offers strong expertise in GIS and other software tools. Our work will be guided by considerations of building on existing efforts; planning for unique, diverse communities; connecting and highlighting San Diego's physical and social assets; integrating planning with natural resource conservation; and promoting multi-modal mobility, resiliency, and equity and environmental justice. Task orders will be developed in coordination with staff, or responded to if staff-developed. D&B staffing and subconsultant assignments will be allocated to ensure responsiveness to the City's needs and work efficiencies.

B.2

TECHNICAL AND MANAGEMENT APPROACH

D&B brings exceptional experience managing complex planning assignments in the City of San Diego and throughout California. The subconsultant team members have been selected to maximize expertise in technical issue areas involved in long-range planning and environmental review; knowledge of San Diego's social, physical, and regulatory environment; and local presence and outreach. Our approach to the technical work, management, and community outreach is described below.

TECHNICAL APPROACH

We understand the primary user of Consultant services under this contract will be the City's Planning Department's Community Planning and Housing Policy Division. While specific project assignments and technical needs will be defined in future, our team offers the full range of long-range planning skills to undertake assignments ranging from General Plan updates (including Environmental Justice), comprehensive community plan updates or specific plans, transit-oriented plans, climate adaptation and resiliency—including urban heat mitigation—planning, preparation of zoning regulations, and conducting or supporting environmental review. We anticipate working closely with the staff to define and carry out specific work programs. Here, we offer our high-level approach to long-range planning practice; aspects of this may not apply to all projects, and additional features may be appropriate.

Visioning and Technical Studies

The first phase of a planning assignment typically begins with reconnaissance, organization, and technical work. We will work with City staff to finalize a community outreach program, determine background information needs, establish product formats and designs, and analyze available land use information. The first phase may also include an intensive outreach effort where we will ask community members for their concerns, ideas, and visions. The community's vision will establish the foundation for plan and policy development.

Following this initial outreach, we will comprehensively analyze the community with in-depth studies of urban design, mobility, sustainability and environmental factors, water and wastewater systems, streets and pedestrian ways and public facilities. A more targeted plan update may focus more specifically on transit-oriented development, bicycle infrastructure, or habitat management, for example. A market analysis will assess demand for a range of uses in the planning areas to help refine population and employment projections and achieve development goals. The information and issues gathered during this phase will set the stage for preparation of alternatives. For a Community Plan update, alternatives would focus on land use and mobility.

Alternatives

In responses to the background studies and ideas that have emerged through the visioning process, alternatives will be prepared that explore various strategies and concepts. The consultant team will work with City staff to identify meaningful choices for the future and develop a framework for evaluation of those choices. In identifying alternatives, we will walk the line between "big idea" planning concepts (e.g. vibrant mixed-use centers, improved connectivity to transit and open spaces/recreation, healthy neighborhoods, job development) and incremental changes within established communities. Too great an emphasis on the first type can result in intellectually attractive but unrealistic proposals. Too great an emphasis on the latter approach can lead to alternatives that solve short-term problems but provide too little direction for the future. The appropriate approach to alternatives will depend on the community context and the key issues that must be addressed. This process will allow community members and decision makers to evaluate priorities and potential impacts in determining a preferred land use plan. An alternatives stage is also useful in more strategic or issue-based planning efforts, as a way to evaluate a range of approaches. For example, a range of approaches to regulating the use characteristics, building form, and public or community amenities in future mixed-use development could be presented.

Plans and Environmental Evaluation

The third and final phase ties the earlier stages together in preparation of a community plan or other plan product, either using traditional elements approach such as D&B used for Southeastern and Encanto Community Plan Updates (CPUs), or a more implementation-oriented approach, such as in the Mission Valley CPU, or targeted approach, such as for the Hillcrest Focused Plan Amendment. Collaborative partnering approaches with City staff will be defined. The plans will address demographic changes, identify areas for revitalization or growth as well as areas of stability and preservation, and update outdated policies. Plans will be clear and concise, employing state-of-the-art graphics to provide a clear path to implementation for potential developers and City staff. D&B will coordinate the format of final documents and be responsible for the overall consistency and quality control of products.

For environmental review of a community plan, technical reports will be prepared for topics such as air quality, biological resources, or geology, and an Environmental Impact Report or Negative Declaration prepared. It is important to establish the California Environmental Quality Act (CEQA) thresholds of significance and methods of analysis at the outset of the work program. We will coordinate with City staff to confirm the thresholds and methodology that will be used in the analysis and carried through the duration of the CEQA process. To the extent practical, environmental analysis and plan policy development will be concurrently pursued to fulfill the following objectives:

- Ensure that environmental opportunities and constraints identified in the investigation of existing conditions are reflected in the development of the plans.
- Explore alternatives and identify community plan policies that will mitigate any adverse environmental effects of plan implementation, thus integrating the planning and environmental process and resulting in a “self-mitigating” plan.
- Fully satisfy CEQA requirements for environmental documentation and provide a compendium of environmental information.
- Minimize the need for environmental review for future development projects consistent with the specific plans.

KEY CONSIDERATIONS

The planning services present opportunities to establish visions and strategies for individual communities that explore economic development, public improvements, and land use, sustainability, community health and mobility possibilities to enhance the communities’ vibrancy and quality of life. Depending on specific needs, we can outline strategies for expanding employment and local commerce; address concerns about density and intensification; and integrate community design, sustainability, community benefits, community health, and adequate public facilities.

Building on Existing Planning Efforts

Our on-call services will build on lessons from other recent community planning efforts in the city; further the City’s General Plan objectives, housing policy directives, and promote equity and environmental justice; and build on planned investments in the Trolley, BRT, and other transportation efforts. They also will address issues related to changes in demographics, economic and environmental conditions, State and federal mandates, and local preferences.

Planning for Unique, Diverse Communities

San Diego exemplifies a range of historical developmental patterns, beginning in the 19th century (Old Town and Downtown), streetcar neighborhoods of early 20th century (such as Golden Hill), and continuing through post World War II suburban development. These themes blend with a diverse population to create a sense of community character. Although most planning areas have been developed, the city has older commercial corridors, pockets of underutilized areas, and vacant sites that have the potential for reuse and repurposing for contemporary needs. Recent community plan updates have focused on infill and reuse, and intensification, capitalizing on transit extension, such as the University CPU, proximity to downtown and other activity centers, such as Hillcrest, re-energizing large commercial expanses with mix of uses, such Mission Valley, and other opportunities.

Looking ahead, community planning and other efforts provide an opportunity to address land use, environmental, and mobility issues comprehensively and synergistically; reflect potential for transit-oriented development; incorporate environmental criteria to minimize noise, air quality, and hazardous impacts; and address co-location issues.

Connecting and Highlighting Physical and Social Assets

Topography plays an important role in the overall urban form of San Diego, providing opportunities for views and attractive open spaces and walking trails, and unique natural features. Many local communities have wonderful parks and recreation facilities, well-used libraries, community centers, and beloved schools. Many also enjoy cohesive neighborhoods and small blocks that are conducive to walking. However, topography, lack of ready access to transit and community-serving uses, and the relatively spread out overall city form are also challenges in promoting transit, bike and pedestrian mobility; and access to community services.

As appropriate, we will work to enhance concepts of “complete communities”, multi-modal mobility, and “complete streets” through methods such as linking land use to transit, promoting mixed-use and development diversity, and re-designing corridors to promote pedestrian and bicycle movement. Opportunities to increase the urban forest through street trees, and improve connections between community assets would also be explored.

Promoting Mobility and Community Health

Local communities enjoy a strong, well-connected local and regional roadway network. Many communities also are well served by public transit, with MTS bus routes and trolley stations. More though can be done to capitalize on opportunities in transit corridors. Through the on-call services the City may want to address issues related to non-motorized travel, especially in terms of safe routes to transit, schools, parks, and public facilities. Multi-modal connectivity, and integrating planning with planned “mobility hubs” is also critical, similar to work D&B is presently doing in Oceanside.

Mobility planning needs to be sensitive to the significant concentrations of vulnerable population. Careful attention to micro-scale improvements in roadway environments can enhance mobility, community cohesion, safety, and community health. Improvements to watersheds and creek restoration efforts can serve as mobility solutions with new trails, promote access to open space and recreation, and gardening and urban agriculture, which in turn will foster community pride and health.

MANAGEMENT APPROACH

D&B has over many years honed processes and methods to deliver the highest quality of products to clients, on time and budget, and provide value to our clients. We propose leveraging our exceptional experience with similar work for the City of San Diego and other cities throughout California.

Schedule and Budget Management

A project schedule and milestone schedule will be established at the start of each project. D&B will use project management software programs (such as MS Project) that enables us to monitor time spent by task and compare actual and estimated time commitments. Informal communication—via email and Zoom calls—as well as more formal check-ins with staff—phone/video calls and in-person meetings—will help to ensure that the project proceeds on time and budget and any issues are addressed efficiently. D&B will ensure that progress reports documenting work by task are submitted monthly. The reports will also outline work tasks for the coming month, and any anticipated problems, to allow for proactive management.

Quality Control

D&B will have overall responsibility for all products. D&B will review and comment on products by subconsultants, and subconsultants shall revise their products, prior to submittal to City staff or incorporation in larger documents. This will ensure that City staff review time is spent efficiently, and work by different team members is fully integrated prior to review.

For complex planning projects such as what may be anticipated for San Diego, it is essential to ensure that products maintain a consistent style. At the outset of the project, D&B will establish the overall project logo and style, and prepare a document style template customized for the project as the first products are prepared. The styles and templates will be submitted to City staff for approval and then provided to all members of the Consultant team.

All products, with the exception of technical reports, will be processed by D&B for graphic design, and style consistency. Each product will be reviewed in entirety by a senior staff member to ensure similar “voice” and error-free products.

Coordination with City Staff/ Senior Staff Involvement

Firm principal Rajeev Bhatia will be the City’s direct and primary contact. He has led community plans for Hillcrest (Focused amendments), Mission Valley, University (initial phases), Downtown, Southeastern, and Encanto; Grantville/Alvarado Revitalization Study, and the Commercial/Imperial Corridor Master Plan. Alison Moore, Associate Principal, will serve as the Project Manager and work with Mr. Bhatia on larger assignments or lead others independently. As needed, senior staff members will be involved in or lead specific assignments, depending on the nature of the work. These would include Andrew Hill, Principal, and Mayu Tanaka, Senior Associate, who led the preparation of the background report for the City’s Environmental Justice Element

Team Coordination

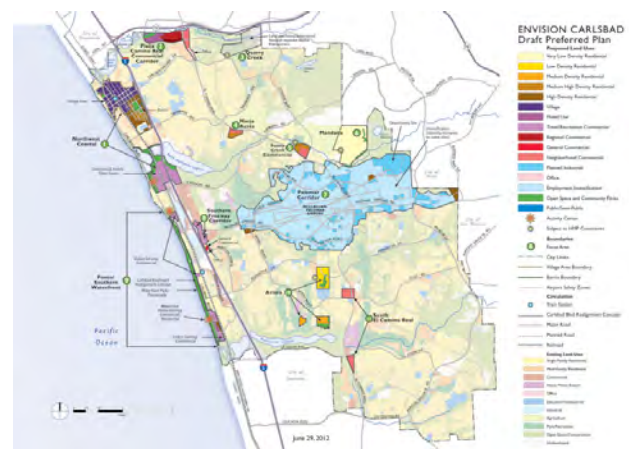
All subconsultants are locally based and have worked with D&B on long-range plans for the City, and understand D&B’s coordination and quality control procedures. Senior staff of D&B will serve as the project’s quality control team with responsibility for developing and implementing appropriate procedures to ensure that the project stays on schedule and on point.

MAPPING, GIS, AND SOFTWARE SKILLS

D&B maintains leading computer resources, and a highly skilled technical staff trained in three-dimensional computer modeling, Geographic Information Systems (GIS), cartography, and visual simulation. We are adept at an array of computer modeling and information-integration software, with programs that include ArcGIS, 3D Analyst with Spatial and Network Analysis extensions; AutoCAD (with GIS interface capability); Sketch-Up; Adobe Creative Suite; and Rhino—all of which will contribute to the high graphic standards of our plans. D&B has also customized routines and efficiently conducted GIS-based buildout analysis for the City, including with conducting buildout for community plans led by other consultants, such as Kearny Mesa.



Union City BART Station Area Specific Plan



Carlsbad General Plan

COMMUNITY OUTREACH

An effective public participation program should create confidence in the planning process, ensure that plan policies have broad-based understanding and support, and reflect the interests and needs of the community. Successful plan-making requires a collaborative relationship between the general public, community representatives, the planning team, and decision makers.

Based on our experience in San Diego, we anticipate an extensive community outreach process, with community workshops, neighborhood walks, or other forms of “pop-up” outreach, Community Planning Group meetings, and stakeholder meetings or working groups, some of which may be led by staff while others may be collaborative. As a first step in the process, we would work with City staff to create an outreach program and media strategy. The public participation plan will be tailored to fit the project goals and community context, with some activities more prominent and others potentially not relevant. D&B, with its subconsultant Kearns & West that specializes in outreach and has done this extensively locally, will either lead specific outreach components, or as needed, provide staff with materials and resources to conduct meetings.

In addition to traditional outreach methods, D&B has used multiple software platforms for map-based community surveys, including Social Pinpoint and Maptionnaire. We will deploy the next generation of online engagement techniques that can draw a broader array of community members into planning collaboration. Examples of this include the online map-based survey we completed for the University CPU (1,600+ responses) and recently for the City of Honolulu for Public Views Study (about 2,000 responses) and City of Oakland for General Plan and Housing Element (1,500 responses).

D&B has also utilized other participation techniques, such as targeted mailings and postcards, intercept surveys, “community conversations”, youth participation to reach a more diverse demographic, beyond those who come to meetings.



Sacramento General Plan Virtual Community Workshop

B.3

EXPERIENCE AND TECHNICAL COMPETENCE

DYETT & BHATIA OVERVIEW

Dyett & Bhatia is a California corporation based in Oakland, operating for the past 40 years. Working out of a single office, with a close-knit team of planners and designers, allows us to be nimble and responsive in our work, communication, and outreach. We believe that plan-making is a collaborative effort and are committed to active community participation in planning processes. The professional services we offer are focused on planning, design, and outreach:

- General and community plans;
- Development codes and zoning ordinances;
- Environmental planning and assessment;
- Urban design, specific plans, and station area plans;
- Public participation and facilitation; and
- Geographic Information Systems, three-dimensional computer modeling, and visual simulation.

Dyett & Bhatia has won six awards this year alone from the American Planning Association (APA) including Awards of Excellence for Comprehensive Planning for both large and small jurisdictions, for the relatively small volume of work produced. Previously D&B work has national awards from the APA for sustainability and for innovative outreach.

Year	Recent Award for Dyett & Bhatia
2024	American Planning Association (APA) California Chapter Comprehensive Plan Award of Excellence: Small Jurisdiction APA Northern California Section Award Napa General Plan APA California Chapter Comprehensive Plan Award of Excellence: Large Jurisdiction APA Sacramento Valley Section Comprehensive Plan Award Sacramento General Plan APA Northern California Award of Excellence Oakland General Plan Phase 1 APA Northern California Award of Merit Sonoma Developmental Center Specific Plan
2022	APA California Chapter Award of Excellence APA Northern California Section Award of Excellence: Large Jurisdiction Santa Rosa Downtown Station Area Specific Plan
2021	APA California Chapter Award of Merit: Hard-Won Victories Award Half Moon Bay LCP Update
2020	APA California Chapter Comprehensive Plan Award: Large Jurisdiction Mission Valley Community Plan APA San Diego Section Award of Excellence Mission Valley Community Plan
2018	APA California Chapter Comprehensive Plan Award of Excellence: Small Jurisdiction APA Northern California Section Comprehensive Plan Award of Excellence: Small Jurisdiction Belmont General Plan, Village Specific Plan, & EIR APA California Sacramento Valley Section Award of Excellence Woodland General Plan APA California Northern Section Award of Merit for Comprehensive Planning Redwood City El Camino Real Corridor Plan APA California Inland Empire Section Comprehensive Plan Award of Excellence: Small Jurisdiction Redlands General Plan, CAP, and EIR



Experience

General and Community Plans

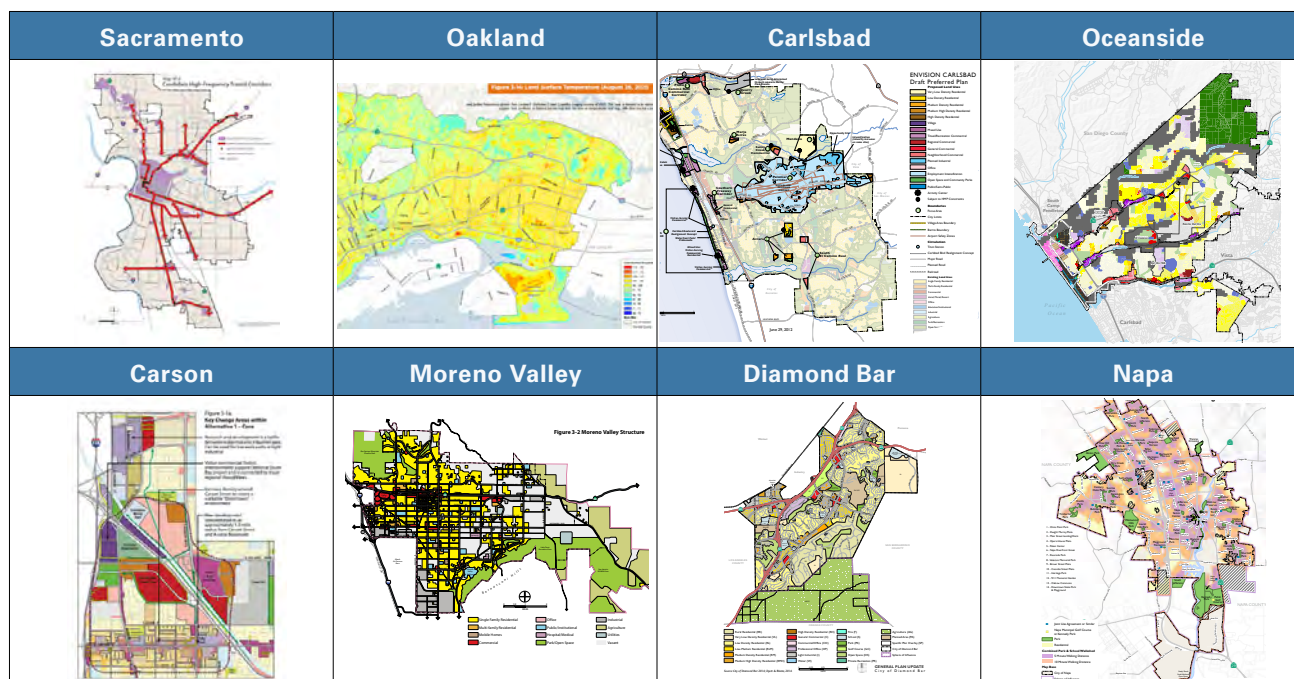
General plans are our specialty. Dyett & Bhatia has completed 70 general plans across California - more than any other firm a single office, and is currently leading 10 general plans across the state. Within the last 10 years, D&B has led more than 20 general plans for cities ranging from smaller distinctive ones such as Napa and Monterey, to some of the state's largest, such as Sacramento, Oakland, and Fresno. D&B has also led EIRs on most of these assignments, and has concurrently prepared multiple climate action plans, and specific and community plans. The firm has unsurpassed experience in all aspects of general plan work - from conducting meetings and surveys, to analysis and plan writing, and preparing associated environmental documentation. Extensive in-house urban design and GIS capabilities supplement our long-range planning work.

Dyett & Bhatia offers:

Complete Suite of General and Community Plan Services. D&B offers in-house expertise in General

Plan EIR preparation, ensuring efficiencies and seamless integration of planning and environmental review documents. We also have four in-house GIS Specialists/cartographers, and graphic and web-designers. Our planning staff of 20 brings expertise in planning, urban design, public health, environmental planning, and community engagement.

Pioneering General Plan Spirit. D&B is a pioneer in general plan work, known for creativity and innovation, and at the forefront of emerging issues. The firm prepared California's first adopted Public Health Element (for San Pablo), winner of a National Award from the American Planning Association. The Oakland Environmental Justice Element adopted six months ago represents a new benchmark, and is the most cited element in the Attorney General's 2023 Best Practices for Implementing SB 1000. D&B partnered with NASA for cutting-edge neighborhood-scale urban heat island mapping and modeling to outline effective adaptation strategies, reflected in the Sacramento General Plan and the Climate Action and Adaptation Plan adopted in February.



D&B Representative General Plans

General Plan and other Program EIRs

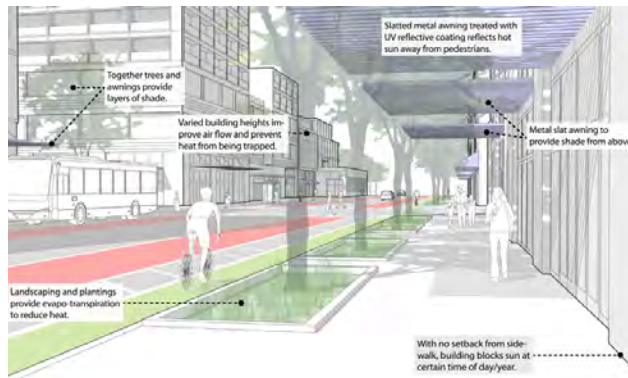
D&B has prepared EIRs for over 50 general plans, enabling our close integration of planning and environmental review processes and enabling our plans to be “self-mitigating”.

Climate Adaptation and Resiliency Planning

D&B has prepared several Climate Action Plans (CAPs) and Climate Vulnerability Assessments and Adaptation and Resiliency Plans concurrently with general plans. Recently, for the City of Sacramento General Plan, D&B partnered with NASA’s DEVELOP National Program in Langley to study the impacts of urban heat island effects and heat-related risks in Sacramento and model effective planning interventions at district and neighborhood scales.

Equity and Environmental Justice Planning; Public Health Elements

Dyett & Bhatia brings a rich experience in incorporating policy-based solutions for social equity, public health, and environmental justice issues into the general plans we prepare. Our approach combines robust data analysis with focused outreach to the communities most impacted by equity and justice issues. Recent Environmental Justice Element experience includes cities of Oakland, Sacramento, Moreno Valley, San Diego, San Pablo, Turlock, and Carson. We prepared the first Public Health Element adopted as part of a California general plan for the City of San Pablo in 2011, winning a national award from the American Planning Association, and have since prepared almost a dozen Public Health elements.



Sacramento General Plan: Urban Heat Island analysis and Urban Heat Island Mitigation Policies

Recent General and Community Plans

Underway

- Oceanside
- Monterey
- Oakland
- Chino
- Turlock
- Fairfield
- San Pablo

Completed in the last 5 years

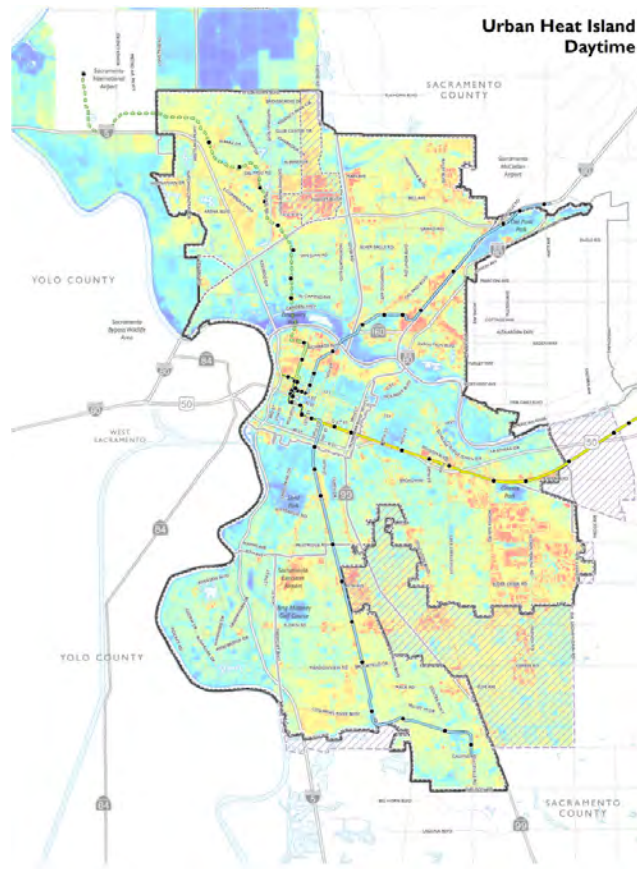
- Sacramento
- Napa
- Pacifica
- Carson
- Moreno Valley
- Dixon
- Diamond Bar
- St. Helena

San Diego County General Plans

- Carlsbad
- Oceanside (underway)

San Diego Community Plans

- Hillcrest Focus Area
- Mission Valley
- Southeastern
- Encanto



Urban Design and Specific Plans

D&B has prepared plans for some of the most vibrant and transformed districts in California – from downtown San Diego to Capitol Area in Sacramento for the State of California. Our range of work encompasses downtown plans (current work includes specific plans for three Bay Area downtowns); station area plans and other specific plans; and neighborhood plans. Recently completed work includes stations area plans for six stations of Honolulu’s new rail system, the largest urban rail system currently under construction in the Western United States, encompassing 40 percent of the development potential along the entire system. We have prepared a majority of BART station area plans in the Bay Area in recent years (including three station areas of BART’s new Silicon Valley extension).

Graphic Design, GIS, 3D Computer Modeling, and Visual Simulation

Dyett & Bhatia maintains leading computer resources, and a highly skilled technical staff trained in three-dimensional computer modeling, Geographic Information Systems (GIS), cartography, and visual simulation. We are adept at an array of computer modeling and information-integration software, with programs that include ArcGIS, SketchUp, Adobe Creative Suite and others, all of which contribute to high degree of analysis, efficiencies, and the high graphic standards of our plans.

Recent Urban Design/Specific Plans/Station Area Plans (last 4 years)

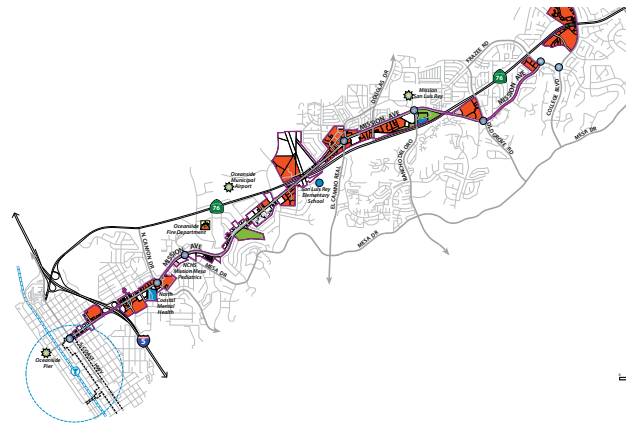
- St. Helena Downtown Specific Plan
- Oceanside Smart and Sustainable Corridors Specific Plan
- Union City BART Station Area Specific Plan
- Sonoma Developmental Center Specific Plan
- Santa Rosa Downtown Specific Plan
- Pleasanton Downtown Specific Plan
- Livermore Station Area Specific Plan
- Bayhill (YouTube headquarters expansion) Specific Plan
- Honolulu Station Area Planning



Honolulu Station Area Planning



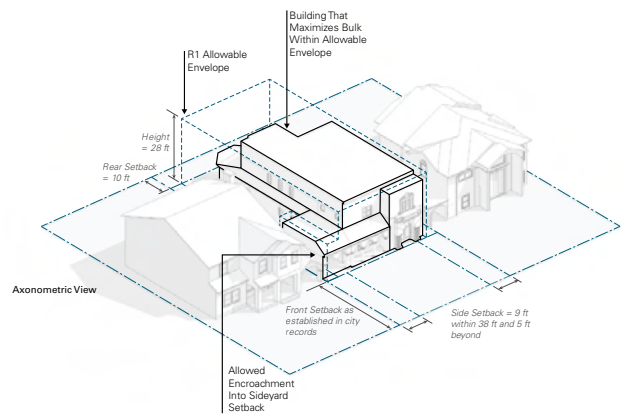
Santa Rosa Downtown Station Area Specific Plan



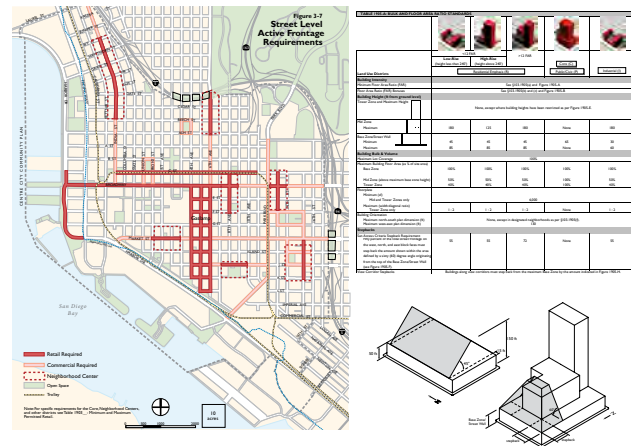
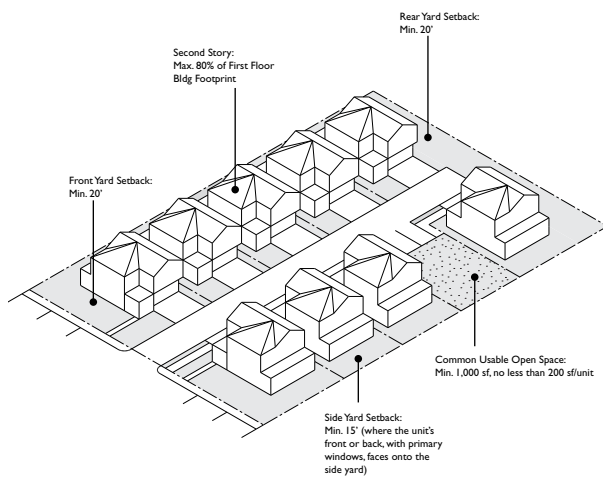
Oceanside Smart and Sustainable Corridors Specific Plan

Zoning Ordinances

Dyett & Bhatia has experience in preparing comprehensive zoning regulations for cities and counties in California and the southwest, as well as nationwide and abroad. We have familiarity with form-based, design, performance, and Euclidean approaches for zoning. We are currently leading zoning regulations concurrently with general plans for Carson, Chino, and Oceanside, and other recent comprehensive zoning code update experience includes San Joaquin County, and cities of Richmond and Santa Barbara. We are also currently leading Low Rise Residential Design Lab for the City of Los Angeles.

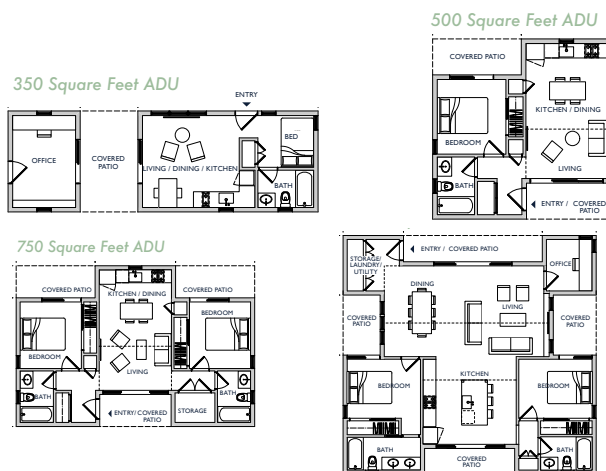


Beverly Hills Zoning Code



San Diego Downtown Zoning

Alameda County Residential Design Guidelines



San Joaquin County ADU Guidebook



San Gabriel "Greening the Code"

Local Experience

Dyett & Bhatia brings in-depth familiarity with the San Diego region, having led multiple assignments for various jurisdictions. Combined with this depth is breadth of experience in planning, urban design, transportation, economic development, zoning, and environmental issues for communities in California and nationwide.

Dyett & Bhatia's specific local experience includes:

City of San Diego

- Community Plans. Downtown, Southeastern, Encanto, Mission Valley, Hillcrest Focus Area, and University
- Zoning. Downtown; citywide mixed-use regulations
- Environmental Review. EIRs on Southeastern and Encanto, and Mission Valley CPUs
- Environmental Justice/Equity Baseline
- Corridor/Other Plans. Grantville/Alvarado Creek Revitalization Study, Commercial/Imperial Corridor Master Plan.

City of Oceanside (underway; OnwardOceanside.com)

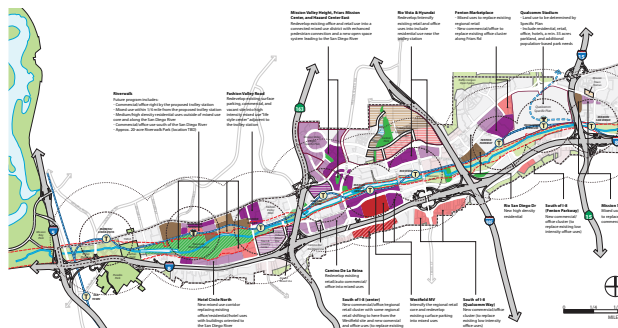
- General Plan
- Smart and Sustainable Corridors Specific Plan
- Citywide Zoning Ordinance Update

Carlsbad

- Fair Housing Study (underway)
- General Plan (incl Housing Element) and EIR
- Local Coastal Land Use Plan
- Climate Action Plan

SANDAG

- Housing Policy and Planning Tool



San Diego Mission Valley Community Plan



Oceanside General Plan

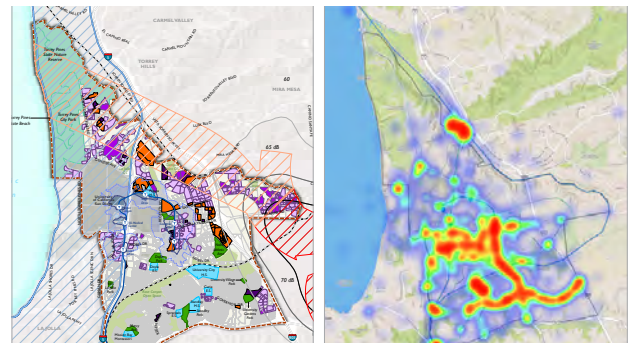


Downtown San Diego Plan

Community Engagement

We believe that successful plan making requires a collaborative relationship between the community, the planning team, and decision-makers. We are well-versed in a wide variety of in-person and digital/online engagement techniques to ensure broad, inclusive, and meaningful public outreach. These include large-format community workshops and open houses, as well as stakeholder interviews, focus groups, interactive visioning exercises, community surveys and newsletters, social media engagement and online participation tools, multilingual outreach, website creation and management, and more.

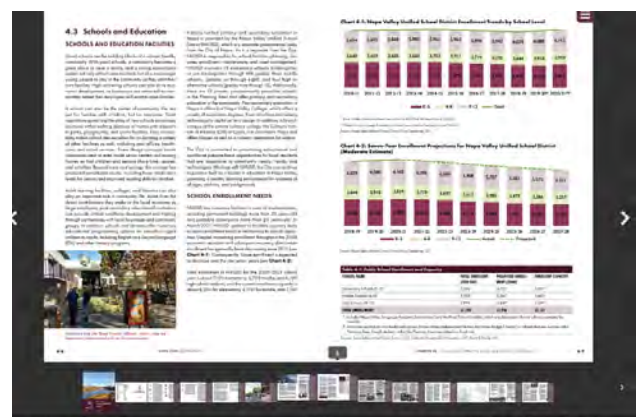
A particular focus of our recent outreach has been on engaging hard-to-reach segments of the population, including families with children, youth, linguistic minorities, and other traditionally under-represented constituencies. In the context of COVID-19 restrictions, we have conducted virtually the entire spectrum of large and small-group engagement online, including virtual Advisory Committee meetings, live interactive townhall meetings and webinars, digital storybooks and walkthroughs as well as narrated presentations and videos. Some examples of these are in the adjoining images. We are adept at ensuring that people's voices are heard, participants are able to contribute effectively and meaningfully in often compressed time frames, and results are clearly synthesized and are actionable.



Online survey for University City in San Diego by D&B that generated participation by over 1,600 persons



Napa 2040 General Plan Update Virtual Workshop



Napa General Plan Online Interactive Document

SAN DIEGO, CA

2015-2023

APA California Chapter and San Diego Section Awards for Comprehensive Planning (2020) - Mission Valley

APA National Planning Achievement Award for Public Outreach (2015) - Southeastern & Encanto

APA San Diego Section Award for Comprehensive Planning (2016) - Southeastern & Encanto

APA California and San Diego Section (2007) - Downtown

San Diego Community Plans (Hillcrest, Mission Valley, Southeastern, Encanto, and Downtown)

Spread out over an area of more than 300 square miles, San Diego is America's eighth most populous city, and California's second largest. The city's General Plan outlines a strategy of infill development tied to the regional transportation network, while preserving the surrounding open spaces.

While the General Plan lays out the broad framework, detailed integrated planning occurs at the community scale—with communities the size of some cities—with Community Plans, accompanied by full program EIRs, serving as the local general plans.

Since adoption of the citywide General Plan 15 years ago, Dyett & Bhatia has led a series of community plans and their EIRs for some of the most distinctive communities, as well as other long-range planning services for the City. These include:

- **Citywide Mixed-Use Zoning.** D&B prepared mixed-use regulations (first ones outside of downtown) for the city. Adopted 2020
- **Environmental Justice Element.** D&B prepared baseline, including extensive GIS-based mapping and data analysis.

COMMUNITY PLANS

- **Hillcrest, 2023.** D&B prepared Focused Area Plan for Hillcrest – adjacent to Downtown and Balboa Park, and the center of the city's LGBTQ movement. Plan preparation was accompanied by extensive historical and cultural analysis.
- **Mission Valley, 2019.** The city's earliest settlement area, defined by the San Diego River, and home to the largest malls, as well as offices, hotels, and Qualcomm Stadium, in a high-intensity but suburban-style setting, re-planned with a focus on connectivity, walkability, mixed uses, and access to the river. D&B led both the Plan and the EIR. Adopted 2019. Winner California Chapter APA Award for Comprehensive Planning Large Jurisdiction.



Downtown San Diego

Community Health

Community Health in the Community Plans

Health and quality of life are essential ingredients for communities to thrive. From a General Plan perspective, however, we are concerned with the ways that policy and programs can create better health outcomes for the entire community. The community plans will help support healthy living by providing good sidewalks and trails (Mobility). Land Use policies will help bring healthy food choices. Safety will be supported by policies in both the Mobility and Public Facilities and Services elements. Environmental quality will be furthered by Conservation Element policies.

Community Health Strategies

Healthy Living

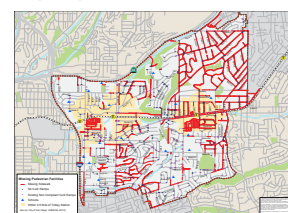


Many streets in Southeastern San Diego and the Encanto Neighborhoods lack adequate sidewalks and bike facilities. Parks provides for active play areas in urban neighborhoods.

SOUTHEASTERN



ENCANTO



Southeastern and Encanto

- Additional various services for University City, Uptown/Golden Hill, and Kearney Mesa community plans.

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OCEANSIDE, CA

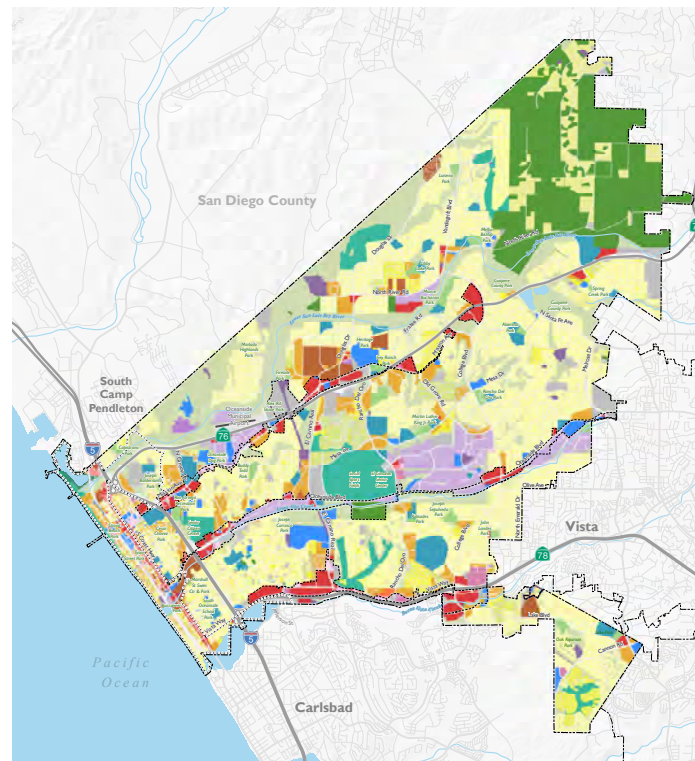
2021-Present

www.onwardoceanside.com

Oceanside General Plan Update, Smart & Sustainable Corridors Specific Plan, and EIR

Oceanside is a community of 175,000 residents with some of the widest beaches in California, great weather, one of the longest piers on the West Coast, the only marina in North San Diego County, and the largest Mission in California. It is linked directly by Metrolink with the Los Angeles/Orange County metropolitan region, to the east with Sprinter rail line, and is part of the Amtrak Coaster route.

Under the tagline of OnwardOceanside, Dyett & Bhatia is leading the General Plan Update and preparing a Smart and Sustainable Corridors Specific Plan to shape development along three east-west corridors that extend through the city. An Environmental Impact Report on the plans, update of the city's Climate Action Plan, and the Housing Element update are also part of the effort. Drafts of the General Plan and Smart and Sustainable Corridors Specific Plan have been released for public review.



Source: SanGIS, 2018; City of Oceanside, 2018; Dyett & Bhatia, 2021



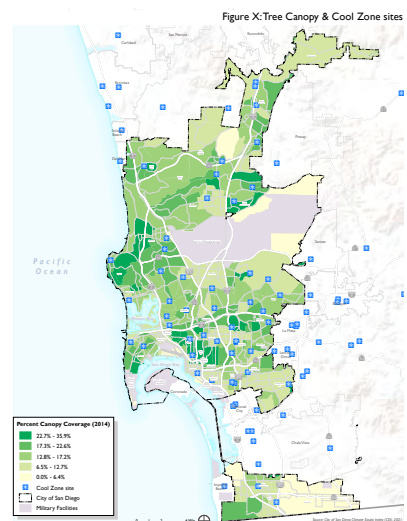
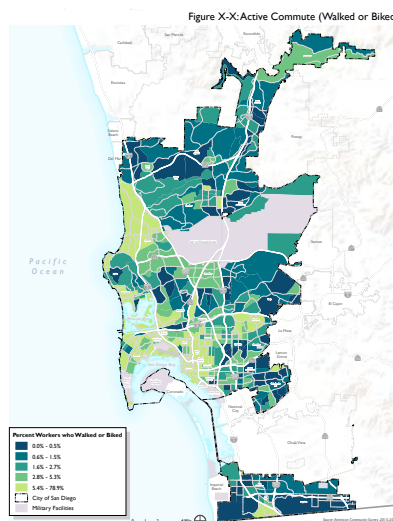
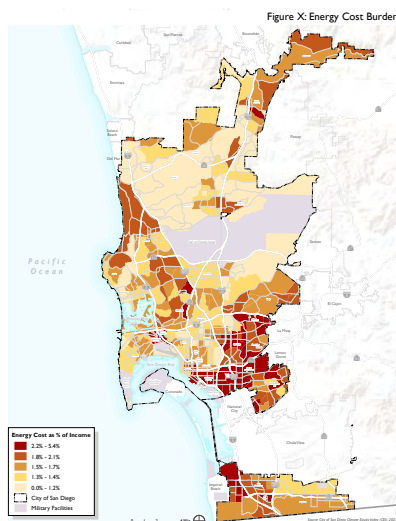
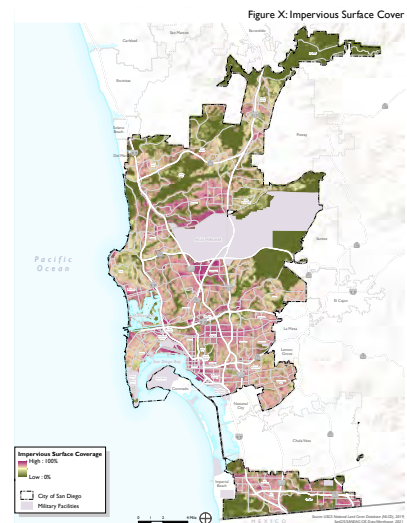
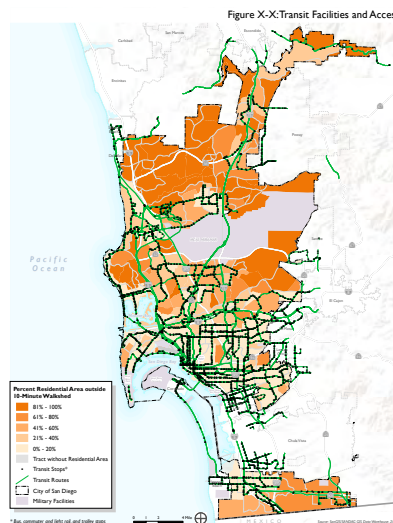
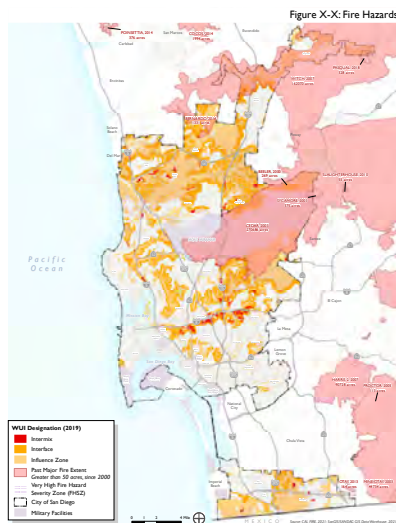
*The Local General Program is the governing land use document for the City's coastal zone.

DYETT & BHATIA
Urban and Regional Planners

SAN DIEGO, CA
2021

San Diego Environmental Justice Background Report

Building on the City of San Diego's recent efforts in identifying the top environmental justice issues and communities where disparities exist, D&B curated a map atlas that further investigates these topics. Data from a broad range of sources including the U.S. Census, National Center for Disease Prevention and Control (CDC), State Department of Housing and Community Development (HCD), California Environmental Protection Agency (CalEPA), and local data from the City were supplemented by relevant studies and projects such as Eviction Lab, Urban Displacement Project, Child Opportunity Index, and Healthy Places Index. Indicators from each of these sources were mapped in alignment with topics mandated by Senate Bill 1000 concerning environmental justice. D&B also performed multimodal network analysis in GIS to highlight disparities in accessibility to public facilities between different community plan areas in San Diego. Mapping these social determinants of health was a valuable exercise to better understand the overlap between these factors. This background report was used to inform City staff on future actions and set the foundation for community conversations that will occur as a part of the planning process for the Environmental Justice Element of the City's General Plan.



SACRAMENTO, CA

Adopted 2024

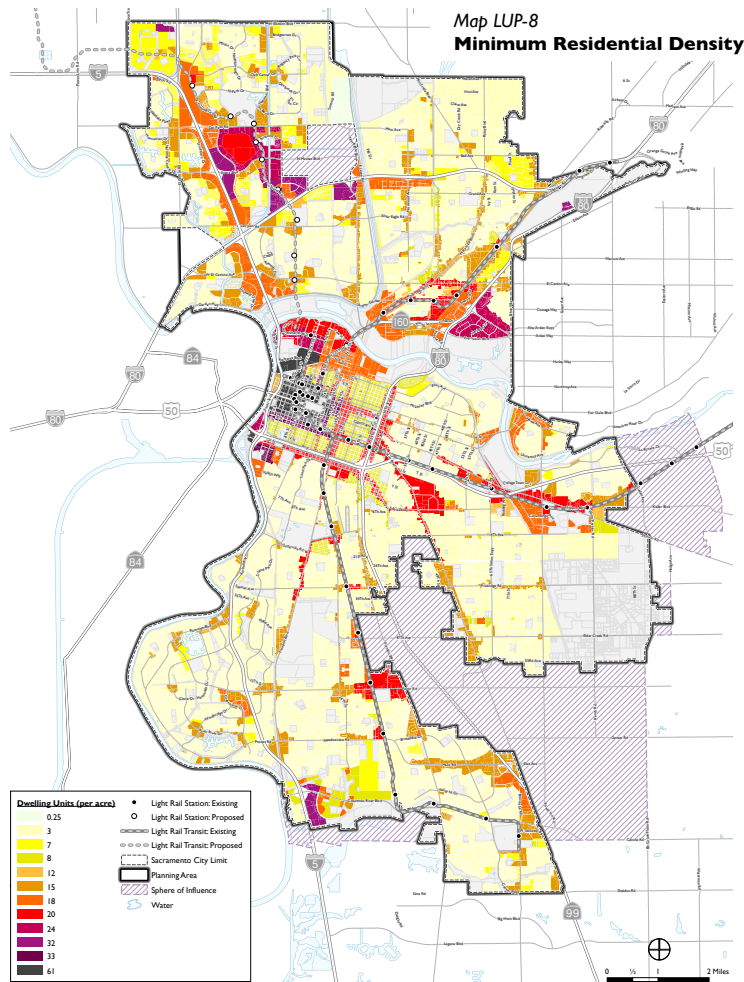
APA California Chapter
Comprehensive Plan Award
of Excellence, 2024

APA Sacramento Valley
Section Comprehensive
Plan Award, 2024

[Link to adopted plan](#)

Sacramento General Plan Update, Climate Action and Adaptation Plan, and EIR

The Sacramento 2040 General Plan outlines a new path for California's fastest growing big city - one that is sustainable, equitable, and just. The Plan accommodates 70,000 new homes and 80,000 new jobs, strategically focusing growth in a walkable network of corridors and centers to lay the foundation for frequent, reliable transit. It also incorporates innovative first-in-the-nation strategies to promote "gentle density" in established residential neighborhoods, and includes a robust, data-driven policy framework for promoting environmental justice and building resilience to urban heat and the effects of climate change. Broad-based community engagement strategies generated input from thousands of residents throughout the process, and included neighborhood listening sessions in Sacramento's disadvantaged communities, an Environmental Justice Working Group comprised of local CBOs and other organizations, a statistical survey for input on key policy choices, and a multi-lingual youth-led survey focused on linguistically isolated residents as well as a wide array of digital and in-person events. D&B also updated 10 community plans for subareas of the city, which are now folded into the General Plan, an Age-Friendly Community Action Plan, and a Climate Action and Adaptation Plan that charts a course for carbon neutrality by 2045.



Last year, the Sacramento community identified a bold vision for a greener, more equitable, and more livable city. Participate in this virtual community workshop online from **May 18 to June 5** to provide your input and help the City prioritize key proposed strategies around six topics.

To get started, watch the introduction video below and then select the first topic you'd like to learn more about and provide feedback on. You can choose to provide input on all six topics, or just one.

Una versión del taller virtual en español está disponible aquí. Haga clic en este enlace para comenzar!

INTRODUCTION



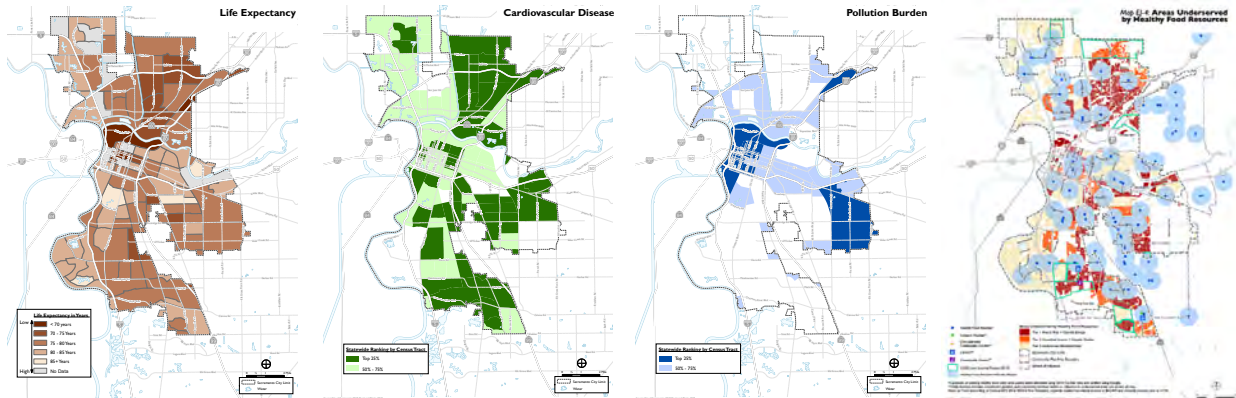
PROVIDE YOUR INPUT



https://youtu.be/BycAn_8lJfo

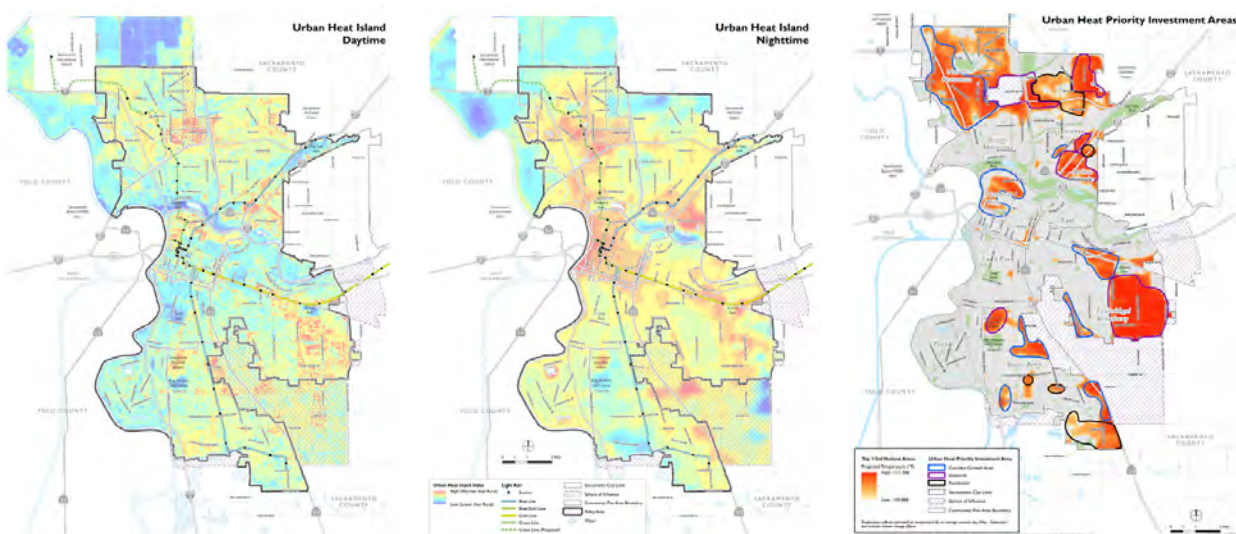
ENVIRONMENTAL JUSTICE ELEMENT

Dyett & Bhatia conducted deep exploration of environmental justice topics, developing a “factbook” of baseline conditions and issues in Sacramento for each topic outlined in the Planning for Healthy Communities Act (SB1000). The EJ Element was developed in collaboration with an EJ Working Group comprised of local CBOs and seeks to promote community health, quality of life, and access to opportunity.



CLIMATE ACTION AND ADAPTATION PLAN

D&B partnered with NASA to quantify and map urban heat to support urban planning initiatives in the city. The study assessed urban heat at the neighborhood scale, identified priority areas for cooling interventions, and assessed heat risk using satellite imagery products. The current magnitude of urban heat island and existing hotspots were identified, and future temperatures were modeled to assess future baseline conditions under climate change, particularly areas where high heat exposure and vulnerability overlap. Natural Capital Project's InVEST Urban Cooling Model was used to outline intervention strategies, with implementation linked to capital improvement programs and zoning. These strategies are reflected in the Climate Action and Adaptation Plan, and the General Plan.



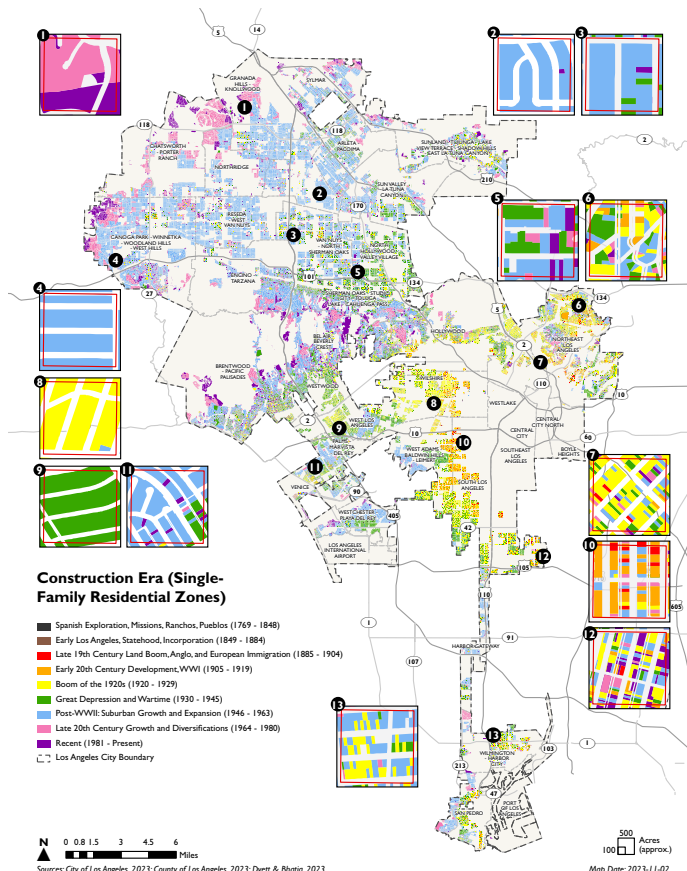
LOS ANGELES, CA 2023-Present

Los Angeles Low Rise Design Lab

Dyett & Bhatia is leading the Low-Rise Design Lab project for the City of Los Angeles, to foster development of up to six-plexes and potentially smaller attached and multi-family development in LA's single-family neighborhoods, which comprise 73 percent of the residentially-zoned land in the city. Changes to zoning regulations in these areas can play a significant role in gently increasing the capacity for new housing in existing neighborhoods, promoting equity, and fostering development that is more responsive to contemporary societal needs.

Many of Los Angeles' single-family residential development standards date to the post-World War II era. Recent changes to State housing law that strengthen efforts to affirmatively further fair housing and increase infill development, as well as the City's commitment as part of the recent Housing Element Update to expand housing opportunities in existing neighborhoods, have spurred the need to re-examine development standards that underpin the design and construction of low-rise housing.

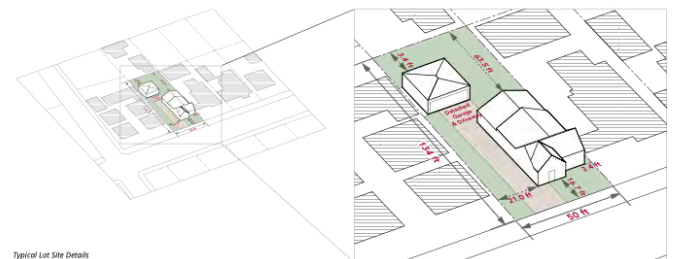
Work completed includes prototypical analysis of existing conditions in single-family neighborhoods, and a White Paper examining current development regulations, impediments, and recommendations to facilitate low-rise housing construction. Upcoming work includes massing studies and financial feasibility evaluation, and targeted Zoning Code amendments.



2D Aerial View of Selected Typical Lot



Street View of Selected Typical Lot



Typical Lot Site Details

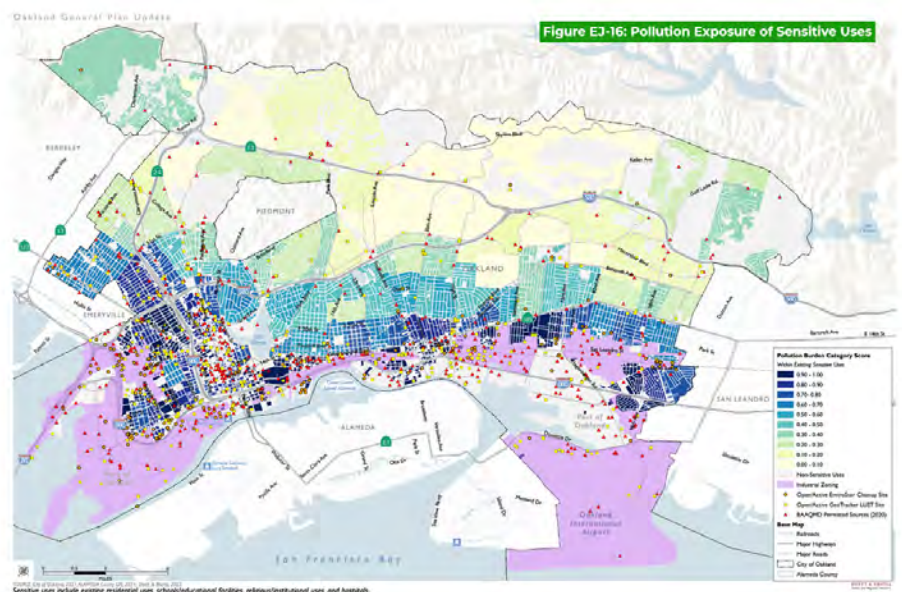
OAKLAND, CA**2022-Present**

APA Northern California
Section Opportunity/
Empowerment Award of
Excellence, 2024 (Phase 1)

[Link to project documents](#)

Oakland General Plan, Housing Element, Zoning Code Update, and EIR

Located at the geographic center of the Bay Area, Oakland is one of the fastest growing large cities in California. The Oakland General Plan is a once-in-a-generation opportunity for all Oaklanders to work together to craft a visionary blueprint and a new direction for the future of the city – one focused on equity and justice. The General Plan Update is happening in two phases, both led by D&B – Phase I is underway and includes visioning, Housing and Safety elements, and a new Environmental Justice Element. D&B completed the Housing Element in nine months from project start, was certified by HCD review. D&B also prepared a groundbreaking [Environmental Justice and Equity Baseline](#)—the most detailed yet produced for any city as part of long-range planning—and other background reports, and is conducting outreach in coordination with a consortium of local organizations. Public review drafts of the Safety and EJ elements and an EIR were released in early 2023, and adoption is expected in early fall 2023. Phase II will include a comprehensive update of the other elements, as well as another full EIR.



NAPA, CA

Adopted 2022

APA California Chapter
Statewide Award of
Excellence Comprehensive
Planning (Small
Jurisdiction), 2024

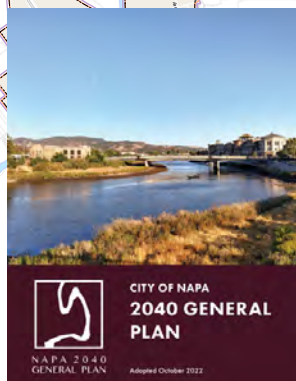
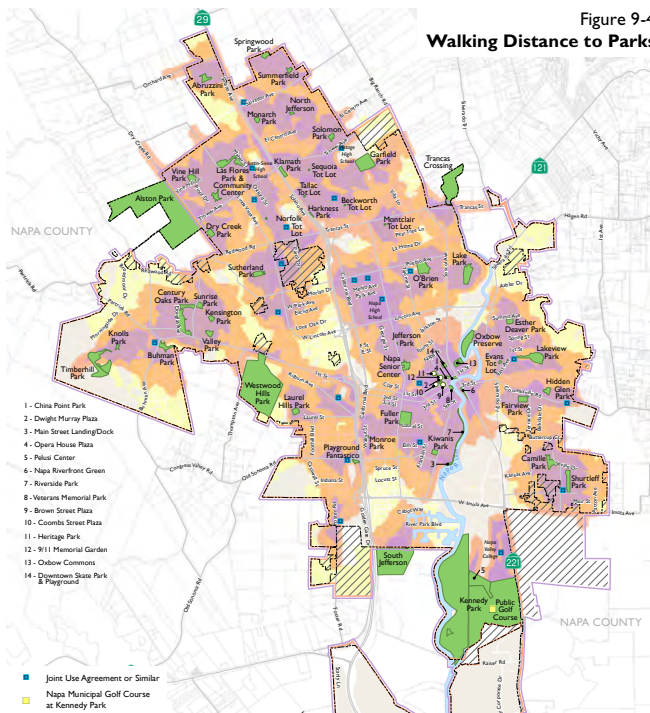
APA Northern California
Award of Merit, 2024

[Link to adopted plan](#)

Napa General Plan and EIR

Napa is one of Northern California's signature cities, at the cultural and economic heart of the wine country. It is strategically located along the Napa River and set among one of California's most highly-valued agricultural and tourist regions, yet within easy reach of the greater metropolitan Bay Area. The city is home to established neighborhoods, a riverfront downtown that is a regional draw in its own right, and existing and expanding economic drivers, both related to the wine industry and otherwise.

The General Plan, adopted October 2022, maintains growth within the existing Rural Urban Limit, and promotes corridor revitalization, continued downtown development, riverfront orientation and open space development, and sustainable development patterns.



SONOMA COUNTY, CA Adopted 2022

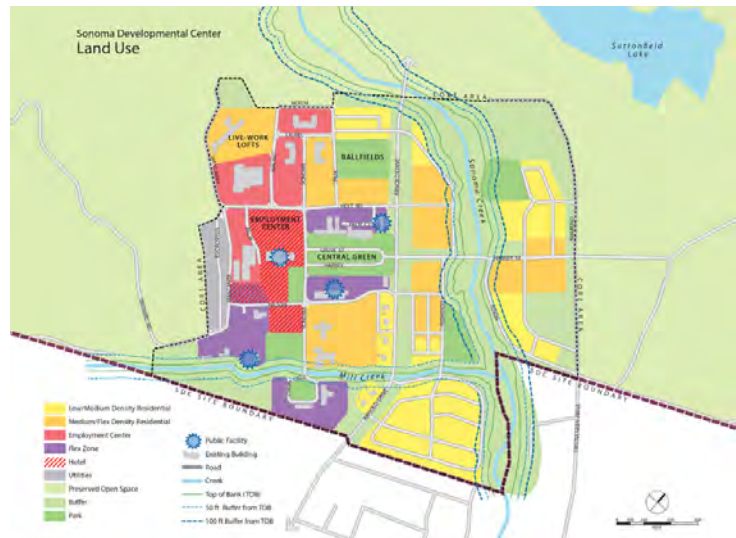
APA Northern California
Award of Merit, 2024

Sonoma Developmental Center (Reuse) Specific Plan and EIR

Dyett & Bhatia led a Specific Plan for reimagining the shuttered 945-acre former Sonoma Developmental Center (SDC) in the heart of Sonoma Valley, with a 180-acre core campus surrounding by hundreds of acres of some of most picturesque and resource-valuable open space in Sonoma County. The state's first and largest developmental center and the valley's largest employer in its heyday, the center was in 2018 closed by the State of California, which owns the entire property.

The site contains 180 buildings, including some on the Natural Register, almost all in severe disrepair or unsuitable for contemporary uses. The Specific Plan, adopted in December 2022, envisions a vibrant community of 750 homes and 900 jobs in a walkable setting, with new and adaptively reused buildings, enhanced open spaces and creek setbacks, and vibrant community gathering spaces.

The Plan generated extensive community interest, with community meeting attendances in the hundreds, and nearly 1,000+ pages of comments on the Draft EIR alone. Dyett & Bhatia led preparation of all documents, including the Plan and the EIR, and conducted the community outreach.



ILLUSTRATIVE RENDERINGS OF POSSIBLE DEVELOPMENT SCENARIOS AT FULL BUILDOUT OF THE SDC SPECIFIC PLAN



SANTA ROSA, CA

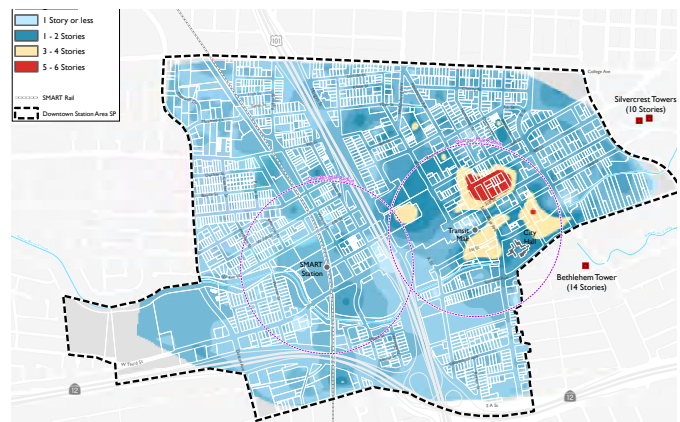
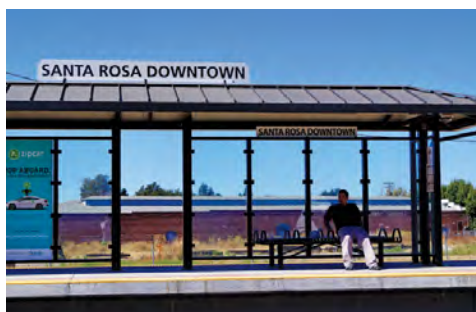
Adopted 2020

APA California Award of Excellence: Hard Won Victories

APA Northern California Section Award of Excellence for Comprehensive Planning: Large Jurisdiction

Santa Rosa Downtown Station Area Specific Plan and EIR

The Santa Rosa Downtown Station Area Specific Plan (DSASP) is the blueprint for development and preservation in a 720-acre area at the heart of the city. Originally adopted in 2007, a key objective of the DSASP is to increase the number of residents and employees within walking distance of the SMART station; however, 12 years after adoption, only 100 housing units had been constructed downtown in spite of a booming Bay Area economy. Dyett & Bhatia led a comprehensive update to the Plan focused on removing barriers to development, improving connectivity and walkability, fostering economic and retail vitality, and helping realize Downtown's full potential. Developed with extensive community engagement, the Plan incorporates strategies to promote high-density, transit oriented mixed use and residential development as well as to facilitate construction of urban parks and gathering places, activate the creekside multi-use trails that traverse the area, and optimize the use of City-owned parking. D&B also prepare a Subsequent EIR for the project, which involved a thoughtful approach to historic preservation.



DYETT & BHATIA
Urban and Regional Planners

SUBCONSULTANTS OVERVIEW

Kearns & West

Kearns & West specializes in community engagement, stakeholder facilitation, and communications. In business for 40 years, their team of 100+ is at the forefront of involving communities and other stakeholders in planning, housing, public policy, 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 San Diego Association of Governments. 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 multi-pronged community engagement programs with planning projects and environmental review. They understand the full range of local perspectives on topics such as housing, climate, mobility, equity, economic development, water, and energy. Their approach involves weaving together traditional public involvement tools with online engagement and “meeting people where they 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.

Service areas:

- Public involvement plan preparation and implementation
- CEQA/NEPA scoping and public review
- Environmental justice and underserved community engagement
- Stakeholder assessments and engagement programs
- Community advisory group and working group process design and facilitation
- Public meeting facilitation, logistics, and documentation
- Community organization partnerships and compensation
- Pop-up and experiential outreach
- Online engagement platforms and polling
- Youth outreach
- Informational materials development
- Messaging and talking points
- Media relations and social media outreach
- Virtual public workshops and meetings
- Graphic design and production
- Branding and graphic identity
- Issue tracking and response plans
- Multi-language translation and interpretation
- Mediation and conflict resolution

Example Projects in San Diego

- Inclusive Public Engagement Guide – City of San Diego
- Needs Assessment – San Diego Community Power
- Airport Noise Advisory Committee – San Diego International Airport
- Ocean View Blvd. Affordable Housing – County of San Diego
- Off-Highway Vehicle Feasibility Study – County of San Diego,
- Climate Action Plan – County of San Diego
- San Diego River Park Trail Funding Feasibility Study – County of San Diego,
- Airports Sustainability Management Plan – County of San Diego

RECON Environmental

Since 1972, RECON has provided high-quality environmental consulting services in San Diego. RECON offers the City of San Diego (City) expertise in the preparation of California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), and technical documents supported by in depth knowledge of the City's guidelines, thresholds, and processes, as well as CEQA case law and an understanding of the complex and ever-evolving planning and environmental context in which City plans, policies, and programs are undertaken. Plus, RECON's team of experts in CEQA/NEPA, biological and cultural resources, noise, air quality, and greenhouse gas (GHG), have worked closely with City staff on important city-wide planning and policy documents and understand the nuances of the physical, regulatory, and political landscape.

Example Projects in San Diego

- Blueprint SD Initiative, Hillcrest FPA, and University CPU Program EIR
- Complete Communities: Housing Solutions and Mobility Choices Program EIR
- Southwest Village Specific Plan Subsequent EIR
- As-Needed Environmental Services for the Planning Department – City of San Diego
- As-Needed Environmental Services, Airports Division – City of San Diego
- As-Needed Multidisciplinary Planning Services – City of San Diego



Chen Ryan Associates (CRA)

Founded in 2011, Chen Ryan Associates, Inc. dba CRAssociates (CRA) is a San Diego-based mobility consulting firm with over 50 professionals. Our comprehensive services encompass transportation planning, engineering, and design, allowing us to engage in projects from inception to implementation. CRA's longstanding partnership with the City of San Diego has afforded us deep insights into City policies, standards, and regulations governing transportation infrastructure. We will leverage our 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 VMT evaluations. CRA maintains DBE, SBE, WBE, and MBE certifications.

CRA has a long history partnering with the City of San Diego on projects that cover the full spectrum of mobility services that will be covered under this contract. We have collaborated with the City to deliver community-wide mobility elements, corridor studies, safety assessments, guideline and policy development, impact fee programs, and parking studies. We have performed transportation modeling and operational analyses for complex projects and engaged with community members on controversial and challenging topics.

Through these endeavors, we have demonstrated our capacity to manage multiple task orders concurrently while meeting the quality and scheduling expectations of the City of San Diego. With a track record of successfully delivering a range of transportation planning and engineering projects, CRA is acknowledged as a leader and trusted advisor throughout the region and Southern California. Our team is well-equipped to assist the Dyett & Bhatia team with providing all mobility services outlined in the RFP.

Example Projects in San Diego

- As-Needed Transportation Engineering Services for the Planning Department (City of San Diego)
- Mission Valley Community Plan Update – Mobility Element & TIS – City of San Diego
- Kearny Mesa Community Plan Update – Mobility Element & TIS – City of San Diego
- College Area Community Plan Update – Mobility Element & TIS – City of San Diego
- Morena Corridor Specific Plan – City of San Diego
- Transit Priority Area Multifamily Residential Parking Standards – City of San Diego
- Convoy Corridor Parking Study – City of San Diego
- Complete Street Design Manual – City of San Diego



Keyser Marston Associates (KMA)

Keyser Marston Associates, Inc. (KMA) is a multi-disciplined 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, cities and counties, housing authorities, transit districts, 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. We bring an unparalleled track record assisting public agency clients with preparation of market assessments supporting Community Plan Updates; evaluation of market support in planning areas; researching real estate, household, and employment trends; assessing the feasibility, fiscal, and economic impacts of land use scenarios; and preparing public facility and infrastructure financing plans.

Example Projects in San Diego

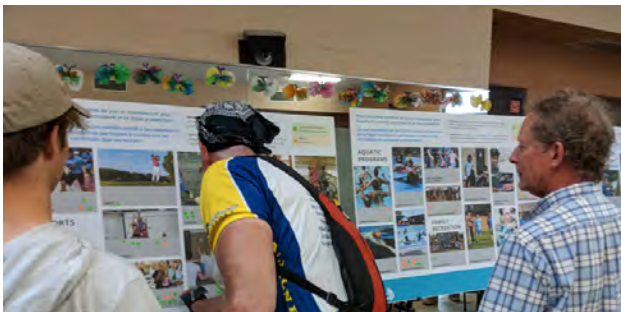
- Mira Mesa and University Community Plan Updates – City of San Diego
- Barrio Logan Community Plan Update – City of San Diego
- Complete Communities, Housing Solutions – City of San Diego



Spurlock Landscape Architects

Spurlock's services include landscape architecture, planning, and urban design. Established in 1988, Spurlock is comprised of 20 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.

Spurlock is very familiar with the City of San Diego. They have held as-needed landscape architecture contracts with the City since 2016. They are also subconsultants 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, (ie. walkability, bike lanes, TOD), public engagement, and graphic design support, all in support of the City's environmental justice, fair housing needs, and climate goals and policies.



Example Projects in San Diego

- San Diego Parks Master Plan, Sub, Community Outreach, Design and Graphic Support – City of San Diego
- Hillcrest Focused Plan Amendment, Sub, Community Outreach, Design and Graphic Support – City of San Diego
- Clay Neighborhood Park, Prime, Landscape Architecture – City of San Diego
- Bannock Ave Streetscape, Prime, Landscape Architecture – City of San Diego
- Children's Park, Prime, Landscape Architecture – City of San Diego
- Chollas Triangle Park GDP, Prime, Landscape Architecture – City of San Diego
- Kelly Street Park, Prime, Landscape Architecture – City of San Diego
- Southwest Neighborhood Park, Prime, Landscape Architecture – City of San Diego
- Mission Trails Regional Park East Fortuna Staging Area, Sub, Landscape Architecture – City of San Diego
- Genesee Ave Chateau Dr to Sauk Ave Sidewalk, Sub, Planting Plans – City of San Diego



Heritage Architecture & Planning

Heritage Architecture & Planning (Heritage) has been a guiding force in the field of preservation planning, preservation architecture, and architecture for over 45 years. Since its founding in 1978, Heritage has established itself as one of the leading architecture and preservation firms in Southern California. Over the last four decades, this San Diego certified small local business enterprise (SLBE) and state certified small business enterprise (SBE) has specialized in a wide variety of projects working directly and indirectly with public agencies including the City of San Diego.

The firm has been in the City of San Diego since its inception, occupying offices in the heart of Downtown San Diego. Heritage's current, primary office at 832 Fifth Avenue is located in the historic Gaslamp Quarter. Our branch office is centrally located in Mission Valley.

With over four decades of local experience behind us in preservation architecture and planning, Heritage has interfaced with the City of San Diego on many occasions both as prime consultants and in a subconsultant capacity. Further, Principal David Marshall, AIA, NCARB, served on the Historical Resources Board (HRB) for six years and was chair of the Design Assistance Subcommittee during his tenure and Eileen Magno, MA, was a member of the Mira Mesa Community Planning Group.



Example Projects in San Diego

Prime Consultant

- San Diego Modernism Context Statement
- Civic San Diego Architectural Consultant for Historic Preservation
- Greater Mid-City Historic Preservation Strategy
- Gaslamp Quarter Planned District Design Guidelines
- Potential Warehouse Historic District
- House of Hospitality Reconstruction
- Balboa Park Façade Improvements

Subconsultant

- Mission Valley Community Plan Update, Historical Context Statement
- Hillcrest Focus Plan Amendment, Historical Context Statement and Survey
- San Diego Stadium Historical Resource Technical Report
- Ocean Beach Pier Replacement, Historical Resource Technical Report Amendment
- Sunset Cliffs Natural Park Drainage Improvements, Lomaland Drive Historical Resources Technical Report
- El Cuervo Adobe Ruins Interpretive Plan
- Horton Plaza Park Restoration
- East Village Green House Relocation and Restoration
- Balboa Theatre Restoration
- Serra Museum ADA Upgrades
- Organ Pavilion Lighting Restoration
- California Tower Seismic Retrofit
- San Diego Museum of Art
- Plaza de Panama
- Starlight Bowl Feasibility Study
- San Diego History Museum, Casa de Balboa
- First Avenue Bridge Seismic Retrofit and Section 106
- Cabrillo Bridge Seismic Retrofit
- Mission Beach Boardwalk Section 106
- San Diego Housing Commission Historical Consultant
- City of San Diego Facility Conditions Assessments
- Alvarado Treatment Plant, Fountain, and Terrace

Proteus Consulting

PROTEUS Consulting is a boutique professional services consulting firm for the Water sector, specializing in engineering and management consulting. We are dedicated to harnessing the synergy between Energy, Information, Finance, and Communication domains to enhance the Water world. With versatile and high-quality solutions, we facilitate the transformation of business-as-usual to a high-energy and productive environment. We are known for our creativity and problem-solving skills, and our clients appreciate the individual attention this small, flexible firm can provide.

The Water Industry is at the threshold of a radical transformation. We help our clients undergo that change systematically by removing barriers and releasing the pressure, while enhancing the metamorphosis through a cross-discipline flow of innovative ideas and strategies. Two themes run in the core of everything we do – Optimization and Collaboration. We believe that every resource, material, and human, should be managed at the best efficiency point, not overused, and not underutilized. In the future as we see it, there is no place for competition, the world can only grow and be sustainable if we cooperate and work towards a vision bigger than ourselves.

PROTEUS Consulting is a minority and woman-owned, small, disadvantaged business. (DBE, SWBE, SDBE, WMBE, SLBE, EBE, Small Business (Micro), EDWOSB, WOSB)

Example Projects in San Diego

- Climate Resilience Program Management and Climate Action Plan Updates – SANDAG
- Climate Change Action Plan (CCAP) for Camp Pendleton Southern Regional Tertiary Treatment Plant, And Advanced Water Treatment Plant at Haybarn Canyon – Camp Pendleton
- As-needed Planning Consultant – City of San Diego
- Strategic Asset Management Program (SAMP) – Metropolitan Water District
- As Needed Dam Safety Program Management Services (in contracting)

B.4

KNOWLEDGE AND UNDERSTANDING OF LOCAL ENVIRONMENT

This section describes D&B's 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.

DYETT & BHATIA LOCAL EXPERIENCE

Our team brings in-depth familiarity with the City, knowledge of local and regional agencies, community groups, planning efforts, and the City's systems and processes. Combined with this depth is breadth of experience in planning, urban design, transportation, economic development, zoning, and environmental issues for communities in California and nationwide.

D&B City of San Diego Experience

Dyett & Bhatia's specific City of San Diego experience includes:

- **Community Plans.** Hillcrest, Downtown, Southeastern, Encanto, Mission Valley, and University. Focused work on others, such as Kearny Mesa.
- **Zoning.** Downtown; citywide mixed-use regulations
- **Environmental Review.** EIRs on Southeastern and Encanto, and Mission Valley CPUs
- **Corridor/Other Plans.** Grantville/Alvarado Creek Revitalization Study, Commercial/Imperial Corridor Master Plan
- **Environmental Justice.** Environmental Justice Background Report

Broader San Diego Region Experience

D&B has recent experience with long-range planning for other cities in San Diego County, embellishing our regional knowledge and experience with best practices. D&B is currently leading the City of Oceanside General Plan and Smart and Sustainable Corridors Specific Plan, Fair Housing Study for Carlsbad, and recently completed a project to incentivize development of affordable housing in the region for SANDAG.

Vast majority of our team members have worked with us on several of these projects; the matrix on the following page shows how the D&B team's local project experience matches the full range of planning services needed by the City. Team members have completed additional assignments for the City and for other regional agencies in San Diego; these are listed with firm description in Section B.3.

Local Presence, and Staff Coordination

Local Presence

All of our subconsultants are based directly in the City of San Diego:

- RECON Environmental
- Chen Ryan Associates
- Keyser Marston Associates, Inc.
- Spurlock Landscape Architecture
- Heritage Architecture & Planning
- Proteus Consulting
- Kearns & West

Local team members are available to meet City staff as needed, coordinate meetings and lead outreach, and conduct fieldwork and analysis.

Dyett & Bhatia maintained an office in San Diego when preparing the Downtown Community Plan, and will consider operating a local office for this assignment depending on size of the planning services contract.

All of these team members have had good working relations with City staff. The table below lists in summary form examples of relevant projects.

City Staff Coordination

We envision working in close partnership with City staff. Regular check-in conference calls, timely review of documents, and early coordination before meetings and deadlines will ensure that the project stays on time and on budget, and that needs and issues are adequately addressed as they arise. We will meet with staff as appropriate and needed.

Our team brings the experience needed to manage the potential breadth of planning services, knowledge and familiarity with the city, and established team relationships on similar assignments for the City of San Diego. D&B's core land use, urban design, public outreach, and management experience is complemented by a team of specialists bringing expertise in the areas of environmental science, transportation, economics, urban design, historic and cultural resources, landscape architecture, infrastructure, and locally-connected outreach.

City of San Diego Projects led by D&B and Subconsultants where Planning Service Provided		
Planning Service	Firm Name	Project Example
Community Outreach and Engagement	Kearns & West	<ul style="list-style-type: none"> • City of San Diego, Inclusive Public Engagement Guide • County of San Diego, Climate Action Plan • County of San Diego, Ocean View Blvd Affordable Housing – Community Engagement
Land Use Scenarios	D&B	<ul style="list-style-type: none"> • Mission Valley Community Plan • Hillcrest Focused Plan Amendment
Multi-Modal Mobility Recommendations	CRA	<ul style="list-style-type: none"> • Mission Valley Community Plan Update – Mobility Element & TIS
Traffic Impact Studies	CRA	<ul style="list-style-type: none"> • Kearny Mesa Community Plan Update – Mobility Element & TIS
Financial Feasibility Analysis Fiscal Impact Analysis, and Funding Options	KMA	<ul style="list-style-type: none"> • Inclusionary Affordable Housing Ordinance • Complete Communities Housing Solutions • Mira Mesa & University Community Plan Updates • Hillcrest Focused Plan Amendment
Urban Design Visioning, Figures and Guidelines	D&B	<ul style="list-style-type: none"> • Mission Valley Community Plan • Downtown Community Plan
Historic Preservation	Heritage	<ul style="list-style-type: none"> • Hillcrest Focused Plan Amendment, Historical Context Statement and Survey • Mission Valley Community Plan Update, Historical Context Statement • San Diego Stadium Historical Resource Technical Report
Public Facilities Analysis	Proteus	<ul style="list-style-type: none"> • As-needed Planning Consultant – City of San Diego • Climate Change Action Plan (CCAP) for Camp Pendleton Southern Regional Tertiary Treatment Plant, And Advanced Water Treatment Plant at Haybarn Canyon • As Needed Dam Safety Program Management Services (in contracting)
Urban Greening, Conservation Policy Recommendations	Spurlock	<ul style="list-style-type: none"> • Kearny Mesa Community Plan Update
Low Impact Development Practices	Spurlock	<ul style="list-style-type: none"> • Mission Trails Regional Park East Fortuna Field Station
Landscape Architecture Recommendations	Spurlock	<ul style="list-style-type: none"> • San Diego Parks Master Plan • Hillcrest Focused Plan Amendment
Urban Forestry Assessments	Spurlock	<ul style="list-style-type: none"> • Children’s Park Improvements
CEQA Documents	RECON	<ul style="list-style-type: none"> • Blueprint SD Initiative • Hillcrest FPA • University CPU Program EIR for the City of San Diego Planning Department

B.5

PROJECT ORGANIZATION AND STAFFING

TEAM ROLES AND RESPONSIBILITIES

- **Dyett & Bhatia** will lead the team's planning services effort. This may be expected to include visioning of future land uses, community outreach efforts (conducted in partnership with other members of the team), land use alternatives development and evaluation, and urban design strategies, and preparation of plan policies, zoning ordinances, and planning documents. D&B will also lead preparation of EIRs as necessary with assistance from technical subs (as D&B has done for Mission Valley and Southeastern/Encanto EIRs). All reports and technical analysis by the subconsultants will be submitted to Dyett & Bhatia, to be integrated into the project deliverables.
- **Kearns & West** will assist with specific outreach strategies, such as large group facilitation, and social media.
- **RECON Environmental** will conduct technical analysis for environmental topics, including air quality, noise, greenhouse gas emissions, hazardous materials, and biological resources. Their analysis will inform analysis during the existing conditions assessment phase of planning work, and provide the baseline for environmental review documents.
- **Chen Ryan Associates (CRA)** will assess existing mobility conditions; model and evaluate alternatives; assess future multi-modal conditions and potential impacts; and recommend mobility improvements. CRA will develop transportation strategies that are integrated with land use, balancing the needs of autos, pedestrians, bicycles, and transit, and consistent with desired neighborhood character and City policies.
- **Keyser Marston Associates (KMA)** will lead services related to economic analyses. KMA services may include market and financial feasibility analyses, fiscal and economic impact studies, affordable housing finance, and economic and housing policy analyses.
- **Spurlock Landscape Architects** will work closely with Dyett & Bhatia to provide research, technical studies and other landscape oriented ancillary assistance related to City streetscapes and transportation corridors, parks and open space connectivity, urban forestry strategies, and community enrichment. They will contribute their local knowledge, design, and facilitation expertise to walk audits, design charrettes, and community workshops and meetings.
- **Heritage Architecture & Planning** will undertake historic resource surveys, furnish historic context statements, and contribute policy recommendations for effective preservation and adaptive reuse of historic properties and for maintaining the integrity of historic districts. Heritage's work will underpin analysis of potential impacts to historic resources.
- **Proteus Consulting** will analyze water and sewer infrastructure and prepare water demand and supply assessments. As needed, Proteus can also help with developing policies and evaluating effectiveness of sustainability programs.

STAFF ROLES AND RELEVANT EXPERIENCE

Dyett & Bhatia

Rajeev Bhatia, Principal

Rajeev Bhatia, AICP, will serve as the Partner in Charge, and also lead land use planning efforts. He has been with Dyett & Bhatia for 34 years, and has extensive experience in preparing general and community plans, specific plans/urban design, and transit-oriented planning.

His San Diego experience includes leading the Downtown Community Plan and zoning; Hillcrest, Mission Valley, University, Southeastern, and Encanto Community Plans; Grantville Station/Alvarado Creek Revitalization Study; and the Commercial/Imperial Corridor Master Plan. Current work in the greater San Diego region includes General Plan and Smart and Sustainable Corridors Specific Plan, and Carlsbad Fair Housing Study, and previously Carlsbad General Plan, Climate Action Plan, Local Coastal Land Use Plan, Housing Element, and EIR.

Mr. Bhatia has prepared general plans for more than 30 cities throughout California and prepared a wide range of general plan elements, including public health and housing; about 10 downtown/station area specific plans in the Bay Area (including Sonoma Developmental Center Reus, Livermore, Union City, Diridon, Santa Clara, Milpitas, Lake Merritt, and Windsor) and six stations of Honolulu's new urban rail system; as well as more than 20 program EIRs (on general and specific plans, and regional transportation plans). He has prepared policy studies (such on TDR program evaluation for San Francisco); regional growth strategies (such as Bay Area Regional Livability Footprint); corridor and master plans (e.g. recently for Santana Row for San José); and high-technology campus master plans (such as for Genentech campus, one of the largest in the Bay Area and BioMarin, the largest employer in Marin County).

He is adept at community facilitation, and experienced with a wide array of outreach techniques.

Mr. Bhatia's projects have won 35 awards from the American Planning Association, including this year (2024) California Chapter APA Award of Excellence for both Large (Sacramento General Plan) and Small (Napa General Plan) Jurisdiction. He holds a Master of City Planning and a Master of Landscape Architecture from UC Berkeley, where he was a University Fellow, and B. Arch. from SPA, New Delhi, India.

Alison Moore, Associate Principal

Alison Moore will serve as the Project Manager and will work closely with Mr. Bhatia at all stages of the process. Alison specializes in land use and housing, healthy communities and environmental justice, and community outreach. Alison has been with D&B for six years, and she has successfully shepherded several major projects to successful adoption, most recently including Phase I of the City of Oakland General Plan Update, which won an APA California Northern Section Award of Excellence. Drawing upon her public health background, Alison is keenly aware of the relationship between history, place, and health, and she brings this lens to all aspects of her work. Her research interests include Health in All Policies, health and planning partnerships, sustainability and just growth, and addressing equity issues through planning processes. Alison holds a Master of City Planning and a Master of Public Health from the University of California, Berkeley, and a BA In Sociology and Community Health from Tufts University.

Andrew Hill, Participating Principal

Mr. Hill is an award-winning urban planner with over 15 years' experience and expertise in land use, community engagement, and environmental review. Innovative and collaborative, his work is rooted in a strong commitment to sustainable placemaking and meaningful stakeholder involvement. He has extensive experience leading multidisciplinary teams in preparing general plans and EIRs for communities throughout California and he possesses over 15 years of project management and leadership experience in the fields of planning, construction management, and engineering. A particular focus of Andrew's recent work has been on engaging residents who may not normally participate in civic processes, with "go to" strategies that meet residents and business owners on their turf and technology that broadens the reach of engagement activities. He has developed videos, interactive online surveys, and "virtual meetings" for General Plan projects.

Mayu Tanaka, Senior Associate

Mayu Tanaka will serve as a planner or deputy project manager as needs arise. Ms. Tanaka is a multidisciplinary specialist with expertise in the intersectional application of geospatial analysis and planning. She has experience analyzing large datasets as well as designing tools to empower decision-making processes with software and programming languages such as RStudio, ESRI (ArcGIS) products, JavaScript, and Python. She has contributed research and technical analysis for environmental justice (EJ) and environmental review, including topics such as climate change, air quality, and public health. She led the baseline work for the City of San Diego EJ Element.

Kearns & West

Joan Isaacson, Principal and Senior Facilitator

Joan Isaacson holds 30 years of experience in stakeholder facilitation, community engagement, environmental review and compliance, and planning policy in San Diego and beyond. She brings extensive experience in successfully designing and leading collaborative processes involving diverse stakeholders on complex, high-stakes, multi-benefit projects. The depth and breadth of Joan's experience is highly valued by local government clients. Her current projects — spanning community planning, housing, transportation, clean energy, water, natural resources, parks, major infrastructure, and CEQA/NEPA — intersect with climate, resiliency, and equity. Her experience spans the full arc of projects, from planning to design, environmental review, and construction. In earlier years of her career, Joan had significant roles in the Downtown San Diego Community Plan and San Diego parking and affordable housing studies, parks planning, mobility and transit projects, water supply, and arts and culture. Most recently, she drafted sections of the City's Inclusive Public Engagement Guide and facilitated the focused discussion group process that is informing guide development. Joan has a BS in Psychology and a Masters in Geography.

Danielle Berger, Senior Project Manager and Director

Ms. Berger has 10 years of experience working on transportation and land use projects specializing in creative public outreach and meeting facilitation. Danielle's approach to outreach focuses on equity and inclusivity, tactile educational experiences, and demonstration projects to meaningfully engage community members in the planning and design process. Danielle has experience working with City of San Diego, most recently on the City's Inclusive Public Engagement Guide, County of San Diego, SANDAG, local community-based organizations, and regional stakeholders to successfully plan and implement a variety of sustainability and equity-focused programs. Danielle holds a BA in Geographic Information Systems (GIS) and Geography and a Masters in Urban Planning.

RECON Environmental

Jennifer Campos, Environmental Project Director

Ms. Campos has over 21 years of experience leading large interdisciplinary consultant teams in the environmental process for a variety of planning and land development projects. Having formerly worked in the County of San Diego Planning & Development Services Department, she not only has a strong CEQA and analytical background but has an understanding of agency planning processes and regulations. Ms. Campos is currently managing RECON's as-needed environmental planning services contract (H176820) with the City and has direct experience working with Department staff on several successful projects. Ms. Campos managed the PEIR for the Complete Communities: Housing Solutions and Mobility Choices Program and has recently completed efforts on the Mission Valley CPU EIR, the Morena Corridor Specific Plan PEIR, and the Mission Trails Regional Park Master Plan Update PEIR. Other Department projects include the PEIRs for the Uptown and North Park/Golden Hill CPUs. Ms. Campos' working relationship with City staff has ensured that as each environmental effort is initiated and completed, our approach continues to evolve to meet the latest City practice. We understand that City policies and programs are constantly being updated and improved and we strive to keep up to date on the latest ordinance and policy changes to ensure our environmental documents are current and complete. She holds an M.S. International Agricultural Development from UC Davis and a BA in Geography from UC Berkeley.

Morgan Weintraub, Environmental Project Manager

Ms. Weintraub has over 9 years of experience preparing and managing a range of environmental documents, in addition to public agency experience as adjunct staff. Ms. Weintraub will serve as Project Manager, supporting the preparation of environmental documents for City planning efforts. Ms. Weintraub is currently serving as the deputy project manager on the Blueprint SD Initiative, Hillcrest FPA, and University CPU PEIR, and served as the deputy project manager on the Complete Communities: Housing Solutions and Mobility Choices PEIR.

Jessica Fleming, Senior Environmental Specialist

Ms. Fleming has 18 years of experience preparing Noise, Air Quality, and Greenhouse Gas technical analysis and reports. Ms. Fleming has extensive experience with FHWA Traffic Noise Model, SoundPLAN, URBEMIS, CalEEMod, EMFAC, AERMOD, ArcGIS, and preparing technical reports for the City of San Diego, including CPUs.

Chen Ryan Associates (CRA)

Monique Chen, PE, Principal

Monique Chen has over 25 years of experience providing engineering and planning services to the transportation industry, including both public and private sector clients. Specific areas of experience and expertise include traffic engineering and operations, local and regional transportation planning, smart growth planning, multimodal planning, development of specifications and cost estimates, and traffic impact studies. As a registered traffic engineer, she has been responsible for project management on numerous projects ranging from general plans, master plans, specific plans, mobility studies, corridor studies, transportation impact analysis, operational and demand assessments to conceptual engineering. Monique holds a Bachelor of Science in Civil Engineering from the University of Arizona.

Phuong Nguyen, Senior Transportation Engineer

Mr. Nguyen is responsible for project efforts ranging from traffic operations, microsimulation, parking plans, VMT/ GHG reduction quantification, to Intersection Control Evaluations (ICE) analysis and conceptual engineering. Phuong is a leader in his profession in the application of Big Data to quantify pandemic/post-pandemic travel behavior and has expertise in TransCAD (4-Step Model), SANDAG's Activity Based Model, SimTraffic and Vissim microsimulation, Synchro traffic analysis, parking analysis, and transportation equity research. His commitment to excellence and equity in transportation planning and engineering empowers him to assess projects from varied perspectives, ensuring the delivery of optimal solutions and has significantly contributed to advancements in traffic analysis. His deep knowledge and passion make him an invaluable asset in the field, capable of bringing innovative and equitable solutions to the forefront of traffic engineering. Phuong holds a Bachelor of Science in Civil Engineering from San Diego State University.

Andrew Prescott, Senior Transportation Planner

Andrew specializes in multimodal transportation planning and safety analysis. He manages mobility projects including multimodal corridor plans, safety studies, active transportation plans, circulation/mobility elements, traffic studies, and health-related research. Andrew's expertise includes long-range multimodal planning, street design, collision analysis, countermeasure identification and project prioritization, community engagement, and project management. Andrew's communication skills and consensus-building techniques allow him to collaborate with community members and agency staff on a wide range of transportation topics. He provides valuable contributions to all project phases and can usher a diverse set of projects to successful completion. Andrew holds a Master of City Planning and Bachelor of Arts in International Security and Conflict Resolution from San Diego State University.

Keyser Marston Associates (KMA)

Paul Marra, Managing Principal

Paul has over 35 years of experience in real estate market and financial evaluation, fiscal and economic impact assessments, and public/private partnerships. Areas of concentration include feasibility analyses for market-rate and affordable housing, developer solicitation and negotiations, assessment of development potential and revitalization strategies, and affordable housing policy and transactions. Paul graduated Phi Beta Kappa with a B.A. in Sociology from Johns Hopkins University.

Michael Tactay, Manager

Michael joined KMA in 2014 and has contributed to and led a variety of projects ranging from urban street retail to large, master-planned communities. Michael has worked closely with numerous public agencies to analyze fiscal and economic impact of proposed developments, infrastructure and public facilities financing, and economic revitalization strategies. Michael received a B.A. in Economics and B.A. in Political Science from University of California, Irvine. He also holds a Certificate in Real Estate Finance, Investments, and Development from University of San Diego.

Reena Arvizu, Senior Associate

Reena Arvizu has over 20 years of industry experience. Specializing in performing market, financial, and economic impact analyses, Reena also possesses experience as a Special Financing Districts Administrator, assisting agencies with maintenance assessment district processes, levying of special taxes and assessments, and providing municipal bond disclosure in compliance with Federal requirements. Reena holds a Certificate in Real Estate Finance, Investments, and Development from University of San Diego.

Spurlock Landscape Architects

Brad Lents, Principal-In-Charge

His expertise allows him to excel as a designer across various public and private sector projects spanning a range of scales. As an owner of the firm, Brad plays a pivotal role in directing Spurlock's involvement in numerous planning and public agency projects. Brad will have primary design responsibility, ensuring rigorous quality control standards and prioritizing client satisfaction. His dedication and ability to navigate complex project requirements make him an invaluable leader within the firm, driving the success of projects under his leadership. Brad holds degrees in landscape architecture and urban planning.

Heritage Architecture & Planning

David Marshall, Senior Principal Architect

As an architect, Mr. Marshall has been involved in the reconstruction of the Hotel del Coronado's historic entry, the restoration and reconstruction of many of Balboa Park's exposition buildings, including the House of Hospitality, Spreckels Organ Pavilion, and Museum of Man. David is a past member of the San Diego Historical Resources Board and served as Chair of the Design Assistance Subcommittee. He chairs the Preservation Committee of the American Institute of Architects San Diego Chapter and is also a board member of the Friends of Balboa Park. He previously served as the former President and Board Member of the California Preservation Foundation and former president of the Save Our Heritage Organization (SOHO). Mr. Marshall holds a Bachelor of Architecture degree from Cal Poly Pomona.

Eileen Magno, Project Manager

Ms. Magno is a Secretary of the Interior's Qualified Historian/Architectural Historian and Principal for Heritage Architecture & Planning's Preservation Planning Division. As a historian/architectural historian, Ms. Magno has conducted research, report writing, and historical resources monitoring services. She has been responsible for National, State, and Local historical designations; historical surveys; environmental compliance documentations such as Section 106, CEQA, and NEPA; tax incentive programs such as the Federal Preservation Tax Certifications and Mills Act applications; historic preservation elements; master plans; HABS and HAER historical narratives; historic structure reports; as well as feasibility and adaptive reuse studies. Ms. Magno has participated in and led various public outreach programs and educational programs related to historic preservation and specific sites. Ms. Magno received her Master of Arts in History from the University of San Diego with an emphasis in Public History and Teaching. Her Bachelor of Arts is in Religion from Vanguard University. Ms. Magno served as a past Board Member of the Mira Mesa Community Planning Group for the City of San Diego.

Thomas Saunders, NCARB, Associate Principal Architect

Thomas Saunders role includes architectural investigation and recordation of historical resources. Under the Secretary of the Interior's Qualification Standards, Mr. Saunders meets the qualifications for both Architect and Historic Architect and has been with Heritage Architecture & Planning since 2007. During his tenure, Mr. Saunders has been involved in all phases of historical and architectural projects including field research, historical surveys, historic design guidelines, design development, construction document submittals, and construction observation services. Site development projects involving the renovation, reconstruction, and relocation of historical buildings have been completed while at Heritage. Many of these involve intense research and historical documentation such as Historic American Building Survey (HABS) recordation, Treatment Plans, Historic Structure Reports (HSR), Design Guidelines, and Determination of Eligibility studies. Projects have been completed for a number of clienteles including federal agencies, local municipalities, developers, architectural-engineering firms, and private homeowners. Mr. Saunders received his Bachelor of Architecture from Woodbury University.

Proteus Consulting

Soma Bhadra, CEO

Soma Bhadra is known in the sector as an outstanding innovative and result-driven leader focused on achieving exceptional outcomes in environments that demand continuous improvement. She has a verifiable track record in increasing performance by creating a positive working environment and guiding project teams to deliver value. Soma thrives on opportunities to inspire people, optimize processes, and incorporate smart technology. Soma has lived and worked in India, Australia, Singapore, and US (New York, California, North Carolina) and has a broad and unique perspective about the water related issues and solutions from around the globe. With decades of experience in effective design, construction, and operation of water, wastewater, ultra-pure, and recycled water treatment plants and conveyance systems, Soma has extensive experience in managing creative teams over multiple continents to deliver large multi-faceted projects across a range of disciplines; she has been lauded for generating outstanding results.

She is adept in formulating, prioritizing, and implementing initiatives that cut costs, lower risk exposure, and provide a competitive edge to ensure long-term success. She brings to the table strong opinions and perspectives supported by lateral, insightful and strategic rationale. Her passion is contagious. With her well-honed aesthetic appreciation and inspiring leadership style, she helps her team to push the boundaries of what they thought was possible. Soma has a BE in Civil Engineering and a MS, in Environmental Engineering, and is a registered Civil Engineer in California. She also holds Water Distribution Operator (D2) and Water Treatment Operator (T3) certification.

B.6

PRINCIPAL, PROJECT MANAGER, AND KEY PERSONNEL EXPERIENCE

Short resumes of Dyett & Bhatia Principal-in-Charge, Project Manager, and other Key Personnel are included in Section B.5. Representative projects, budgets, and reference contacts are listed on this and the following page, and detailed resumes with experience and qualifications follow.

Representative Projects, Budgets, and Client Reference

Rajeev Bhatia, Principal-in-Charge

- **City of San Diego Community and Other Plans.** Examples of these include community plans for Mission Valley, Uptown (Hillcrest Focus Area), Southeastern, Encanto, and Downtown, and other assignments such as Environmental Justice Baseline, Mixed Use Zoning, Alvarado/Grantville Station Area Plan: Budgets for these assignments has varied by task performed, and for most recent work has ranged from approximately \$30,000 (EJ Baseline) to approximately \$400,000 (Hillcrest Focused Plan Amendment). Client: City of San Diego; various planners, most recently for Hillcrest: Shannon Corr (Mulderig), 619-533-3662, SLMulderig@sandiego.gov
- **Onward Oceanside – Oceanside General Plan, Smart and Sustainable Corridors Specific Plan, Climate Action Plan, and EIR** (public review drafts released recently). \$3.4 million. Client: City of Oceanside. Russ Cunningham, 760-435-3525, rcunningham@ci.oceanside.ca.us
- **Napa General Plan and EIR** (adopted 2023). \$1.4 million. Client: City of Napa. Michael Walker, Senior Planner, 707-257-9345. mwalker@cityofnapa.org

- **Carson General Plan and EIR; Zoning Ordinance Update** (General Plan adopted 2023, Phase 1 Zoning Adopted 2024, Phase 2 Zoning underway). \$2.0 million. Client: City of Carson. Saied Naaseh, Community Development Director, 210-952-1770. SNaaseh@carsonca.gov
- **Sonoma Development Center (Reuse) Specific Plan and EIR** (adopted December 2022). \$1.8 million. Tennis Wick, Director of Planning, County of Sonoma, 707-565-1925, Tennis.Wick@sonoma-county.org
- **St. Helena Downtown Specific Plan** (underway). \$400,000. Client: City of St. Helena. Contact: Maya DeRosa, Community Development Director, 707-967-2783, MDeRosa@cityofsthenana.org

Alison Moore, Project Manager

- **City of Oakland General Plan, Housing Element, and EIR** (Phase 1, including the Housing Element, Safety Element, Environmental Justice Element, and EIR adopted October 2023; Phase 2 underway). \$5.2 million for both phases. Phase 1 Client: Lakshmi Rajagopalan, (510) 238-6751, lrajagopalan@oaklandca.gov
- **Fairfield Forward 2050** (underway, public review drafts released recently)- City of Fairfield General Plan Update, Climate Action Plan, Housing Element, and EIR. \$1.8 million. Client: City of Fairfield. Contact: Jessie Hernandez, Associate Planner, 707-428-7450, jhernandez@fairfield.ca.gov
- **City of Pacifica General Plan, Sharp Park Specific Plan, and EIR** (adopted September 2022). \$660,000. Client: City of Pacifica. Contact: Christian Murdock, former City of Pacifica Planning Director, now Community Development Director at City of Mountain View), 650-903-6306
- **City of Pacifica Housing Element Rezoning EIR** (in progress). \$218,000. Client: City of Pacifica. Contact: Brianne Harkousha, Senior Planner, (650) 738-7341, bharkousha@pacificagov

Andrew Hill, Contributing Principal

- **City of Sacramento General Plan Update, Climate Action and Adaptation Plan, and EIR** (adopted February 2024). \$3.1 million. Client: City of Sacramento. Contact: Remi Mendoza, Senior Planner/Project Manager, 916-808-5003, rmendoza@cityofsacramento.org
- **City of Moreno Valley General Plan Update, Climate Action Plan, and EIR** (Adopted 2021). \$1.5 million Client: City of Moreno Valley. Contact: Chris Ormsby, Senior Planner, City of Moreno Valley, 951-413-3229, chriso@moval.org
- **Chino General Plan Update** (in progress). \$1.6 million. Client: City of Chino. Contact: Michael Hitz, Principal Planner, (909)-334-3448, mhitz@cityofchino.org
- **Monterey General Plan Update and EIR** (in progress). \$1.7 million. Client: City of Monterey. Contact: Kimberly Cole, Community Development Director, City of Monterey, (831) 646-3759, cole@monterey.org

Mayu Tanaka, Deputy Project Manager

- **SANDAG Housing Policy and Planning Tool** (Completed December 2023). \$380,000. Client: San Diego Association Of Governments. Contact: Stacey Cooper, San Diego Association of Governments, 619.595.5354, stacey.cooper@sandag.org
- **Los Angeles Low-Rise Design Lab** (in progress). \$355,000. Client: City of Los Angeles. Contact: Michelle Levy, Senior City Planner, 213-847-3710, michelle.levy@lacity.org
- **Carlsbad Fair Housing Program** (in progress). \$350,000. Client: City of Carlsbad. Contact: Jennifer Jesser, Senior Planner, City of Carlsbad, 760-602-4637, jennifer.jesser@carlsbadca.gov
- **Redlands Climate Action Plan** (in progress). \$129,800. Client: City of Redlands. Contact: Brian Foote, City Planner/Planning Manager, City of Redlands, (909) 798-7562, bfoote@cityofredlands.org



Rajeev Bhatia, AICP ASLA

Partner

Rajeev Bhatia is a planner and urban designer, whose work is place-based, centered on fostering livable and sustainable communities, and has over 30 years of experience preparing general plans and community plans; specific plans for downtowns, districts, and corridors, as well as zoning regulations, transportation demand management programs, and has led more than 30 program EIRs on specific and general plans. Mr. Bhatia is adept at community facilitation, and experienced with a wide array of outreach techniques.

Projects led by Mr. Bhatia are shaping some of the most livable, vibrant, and intense communities in California. Examples include Downtown San Diego Plan (with 15,000 housing units built or approved since plan was adopted 18 years ago), the Capitol Area Plan in Sacramento for the State of California (which has shaped the largest State office development in California's history in a mixed-use TOD setting), and Milpitas Station Area Specific Plan (with 7,000 housing units built around future BART station).

He has led numerous projects in San Diego County, including community plans for the City of San Diego (Hillcrest [Uptown and Downtown], Southeastern, Encanto, and Mission Valley); mixed-use zoning for City of San Diego; Carlsbad General Plan, Climate Action Plan, Housing Element, and Local Coastal Program; Grantville/Alvarado Creek Revitalization Study; and currently underway for the City of Oceanside, the City's first General Plan Update, and Smart and Sustainable Corridors Specific Plan, as well as a Fair Housing Study for Carlsbad.

Education

Master of City Planning
Master of Landscape Architecture
University of California, Berkeley

Regents Fellow
Thomas Church Award for Design
(first prize)
Outstanding Graduate Student
Instructor Award

Bachelor of Architecture
(First Class)
School of Planning and Architecture
in New Delhi, India

Awards

Mr. Bhatia's projects have won 35 awards from the American Planning Association, as well as awards from the Urban Land Institute and the Congress for New Urbanism, and the Ahwahnee Award. He has been Fellow of the German Academic Exchange Service (DAAD) and the Asian Cultural Council (Rockefeller Foundation, New York).

Relevant Experience

General Plans, Community Plans, and EIRs

Oakland. General Plan, Housing Element, and EIR (underway)

Fairfield. General Plan, Housing Element, and Climate Action Plan (underway)

Napa. General Plan and EIR (City; underway, full draft completed)

Sacramento. General Plan, Climate Action Plan, and EIR (City; underway)

Oceanside. General Plan and EIR (underway)

Carson. General Plan, EIR, and Zoning. (underway)

Diamond Bar. General Plan, Climate Action Plan, and EIR

Redlands. General Plan, Climate Action Plan, and EIR. Housing Elements (twice)

Mission Valley Community Plan, San Diego. Community Plan and EIR

Woodland. General Plan, Housing Element, Climate Action Plan, and EIR

Half Moon Bay. General Plan, Housing Element, and Local Coastal Plan

Carlsbad. General Plan, Housing Element, Climate Action Plan, and EIR

Southeastern San Diego and Encanto Community Plans. Community plan updates and EIR for two diverse communities in San Diego

Daly City. EIR on City staff-led General Plan Update

Santa Clara. General Plan (including Housing Element)

Lodi. General Plan, Housing Element, and EIR

Rohnert Park. General Plan, Housing Element, and EIR

Santa Monica. Land Use/Urban Design and Circulation elements and Zoning Ordinance Update, and EIR

Emeryville. General Plan, Housing Element, and EIR. Citywide Design Standards/Guidelines

Petaluma. General Plan, Housing Element, and EIR

San Bruno. General Plan and EIR. Housing Elements (twice)

South San Francisco. General Plan and EIR. Two Housing Elements following General Plan

Santa Rosa. General Plan and EIR

Yuba City. General Plan and EIR

Pittsburg. General Plan, Housing Element, and EIR

Sunnyvale. Land Use and Transportation elements

Santa Fe (New Mexico). General Plan

Chico. General Plan and EIR

Milpitas. General Plan

Turlock. General Plan, Housing Element, and EIR

Oroville. General Plan and EIR

Alameda. General Plan and EIR

Urban Design and Specific Plans

Mr. Bhatia's project has led numerous downtown, transit-oriented development, and community design projects. Assignments include:

St. Helena Downtown Specific Plan

Sonoma Developmental Center Specific Plan and EIR

Oceanside Corridors Specific Plan and South Morro Hills Community Plan

Union City BART Station Area Specific Plan and EIR (underway)

Livermore Isabel Station Area Specific Plan and EIR

Santa Rosa Downtown Specific Plan and EIR

Hillcrest Focus Area Plan

Windsor Downtown/Station Area Specific Plan

San Diego Downtown Plan and Zoning

Honolulu Station Area Planning

Bayhill Specific Plan and EIR

Santa Clara Station Area Plan

Santana Row Urban Village Master Plan (San Jose)

Winchester Boulevard Urban Village Master Plan (San Jose)

Diridon Station Area Plan (San Jose)

Milpitas Transit Area Specific Plan

Zoning and Design Standards

Mr. Bhatia has prepared zoning regulations and design and development standards to implement downtown and community plans, and transit-supportive and mixed-use development regulations, and updated general plans.

Program EIRs

Mr. Bhatia has led preparation of more than 25 Program EIRs, including more than 20 comprehensive general plan updates, regional transportation plans (including Bay Area Regional Transportation Plan, and countywide transportation plans.



Alison Moore
Associate Principal

Education

Master of City Planning
University of California, Berkeley

Master of Public Health
University of California, Berkeley

**Bachelor of Arts in Community
Health and Sociology**
Tufts University

Ms. Moore specializes in healthy communities planning with an emphasis on land use and housing, environmental justice, and community outreach. Several of her projects have focused on infill and affordable housing, transit-oriented development, and intensification of mixed uses along major corridors. Drawing upon her public health background, Ms. Moore is keenly aware of the relationship between history, place, and health; and she brings this lens to all aspects of her work. Her research interests include Health in All Policies; health and planning partnerships; sustainability and just growth; and addressing equity issues through planning processes.

Recent Assignments

Oakland General Plan and Housing Element. Ms. Moore is the deputy project manager for the City of Oakland General Plan Update, a multi-phase project guiding the equitable development of the City for the next 20 years. For Phase 1, Ms. Moore is worked with community partners and subconsultants specializing in racial equity analysis to develop responsive, equity-focused Safety and Environmental justice elements, adopted in October 2023. Ms. Moore also helped lead development of Oakland's 2023-2031 Housing Element, which included a comprehensive engagement strategy to reach Oakland's diverse population.

Fairfield General Plan, Housing Element, and Climate Action Plan. Ms. Moore is the project planner for the Fairfield Forward 2050 project, a long-term vision for the City of Fairfield that will help to shape future growth and opportunity in a sustainable, equitable way. Key areas of focus include preservation and expansion of affordable housing, mixed use infill development, economic opportunity for all education levels, and culturally sensitive community outreach that uplifts and centers youth and communities of color.

Sacramento General Plan Update. Ms. Moore assisted with the City of Sacramento's General Plan Update, which includes a new policy section related to environmental justice. Ms. Moore's responsibilities included supporting the City's environmental justice working group, developing research briefs, and conducting research on mandated SB 1000 topic areas, including pollution exposure reduction and air quality improvement; food access; public facilities; safe and sanitary homes; physical activity; civic engagement, and prioritization of improvements and programs in environmental justice communities.

Pacifica General Plan, Local Coastal Land Use Plan, and Specific Plan. Ms. Moore was a project planner contributing to a three-pronged planning process designed to update the City's nearly 40-year-old General Plan and Local Coastal Program, and to develop a specific plan for a vibrant coastal town center. Key issues of consideration include climate adaptation and sea level rise. The project was adopted in 2022.

Santa Rosa Downtown Station Area Specific Plan Update. Ms. Moore contributed to Santa Rosa's Downtown Station Area Specific Plan update, which aims to intensify land uses in the Downtown Station Area and address the urgent need for housing after the 2017 fires. Her work includes creating and implementing a robust community engagement strategy to meaningfully involve underrepresented groups and individuals; developing alternative concepts that capture key issues and opportunities identified by the community; preparation of an Initial Study as part of the environmental review process; and supporting development of the draft Specific Plan, adopted in October 2020.



Andrew Hill

Principal in Charge and Project Manager

Andrew Hill is an award-winning urban planner with over 15 years' experience and expertise in land use, community engagement, and environmental review. Innovative and collaborative, his work is rooted in a strong commitment to sustainable placemaking and meaningful stakeholder involvement. He has extensive experience leading multi-disciplinary teams in preparing general plans and EIRs for communities throughout California and he possesses over 15 years of project management and leadership experience in the fields of planning, construction management, and engineering. A particular focus of Andrew's recent work has been on engaging residents who may not normally participate in civic processes, with "go to" strategies that meet residents and business owners on their turf and technology that broadens the reach of engagement activities. He has developed videos, interactive online surveys, and "virtual meetings" for General Plan projects.

Education

Master of Urban Planning (MUP)
McGill University

Honors Bachelor of Arts (BA Hons)
University of Western Ontario

Awards

**2022 APA California Statewide/
Northern California Section
Award of Excellence.** Santa Rosa
Downtown Station Area Specific
Plan

2018 APA Award of Excellence.
Vallejo General Plan Update and EIR

2018 APA Award of Merit. Palo
Alto Comprehensive Plan Update

**2016 AEP Outstanding Public
Involvement Award.** Palo Alto
Comprehensive Plan

**2008 Clear Vistas Design
Competition.** Regina, SK

Speaking Engagements

**Presenter, San Ramon Citizens
Planning Academy, 2017**
CEQA Basics

**Guest Lecturer, McGill University,
2015**
*Tailoring the General Plan to
Community Needs*

**Guest Lecturer, Sonoma State
University, 2014**
Public Involvement and Planning

Recent Assignments

Sacramento General Plan Update, Climate Action Plan, and Master EIR. Andrew served as principal in charge and project manager for this multi-pronged project, adopted in February 2024. The Sacramento 2040 General Plan, which outlines a new path for California's fastest growing big city - one that is sustainable, equitable, and just. The Plan seeks to strategically focus growth in a walkable network of corridors and centers to lay the foundation for frequent, reliable transit. It also incorporates innovative first-in-the-nation strategies to promote "gentle density" in established residential neighborhoods, and includes a robust, data-driven policy framework for promoting environmental justice and building resilience to urban heat and the effects of climate change. Broad-based community engagement strategies generated input from thousands of residents throughout the process, and included neighborhood listening sessions in Sacramento's disadvantaged communities, an Environmental Justice Working Group comprised of local CBOs and other organizations, a statistical survey for input on key policy choices, and a multi-lingual youth-led survey focused on linguistically isolated residents, as well as a wide array of digital and in-person events. D&B also updated 10 community plans for subareas of the city, which are now folded into the General Plan, an Age-Friendly Community Action Plan, and a Climate Action and Adaptation Plan that charts a course for carbon neutrality by 2045.

Monterey 2031 General Plan Update and EIR. Andrew is leading preparation of the Monterey 2031 General Plan project, including comprehensive updates to the Land Use, Housing and Safety Elements of the General Plan. Monterey is a charming coastal community with a rich history, a distinctive small-town feel, and an enviable quality of life. As a built out community, Monterey is faced with the challenge of accommodating 3,654 new housing units during the upcoming eight-year housing element cycle, while also taking action to strengthen climate resilience and improve conditions for its most vulnerable residents. Now in public review, the General Plan was developed with extensive community input, including a series of focus group discussions with key stakeholder groups, an interactive online survey that garnered over 1,050 responses, "pop up" workshops at community gathering spots, and a youth-led survey on climate adaptation and resilience. The Safety Element incorporates a robust policy framework to guide emergency preparedness and response, informed by technical modeling of emergency evacuation capacity in a multi-hazard scenario.

St. Helena General Plan and EIR. Located in the heart of Napa Valley, St. Helena is one of the Bay Area's most picturesque small towns, with a population of 6,200 and a land area of about five square miles. Dyett & Bhatia assisted the City with the completion of a targeted update to the General Plan, focused on incorporating policies to address new State requirements that have come into force since the plan was last updated and extending the horizon year of the plan. Issues central to the effort include growth management, economic development, historic resource preservation, public safety, and agricultural preservation. The effort also included preparation of an EIR and analysis of sensitive environmental resources and capacity constraints in areas outside the City limit where municipal services are provided.

Dixon General Plan Update and EIR. Mr. Hill led the Dyett & Bhatia team in preparing a comprehensive update to the City of Dixon's General Plan, focused on incentivizing infill development in the downtown area and encouraging walkable, transit-oriented development. A key issue for the City involves balancing the economic development advantages of growth with the community's strong desire to retain its small-town character. The plan also addresses issues of multimodal connectivity, infrastructure financing, historic preservation and Sphere of Influence expansion.

Additional Representative General Plans

City of Moreno Valley General Plan Update, CAP/EIR

Town of Fairfax General Plan and Housing Element Update/EIR

Town of Ross Housing and Safety Element Update/EIR

City of San Pablo General Plan Update and Rumrill Corridor Plan

City of San Ramon General Plan Update and Economic Strategic Plan Update

City of Palo Alto Comprehensive General Plan Update/EIR

City of Vallejo General Plan Update/EIR

City of National City General Plan Update/EIR



Mayu Tanaka

Senior Associate

Mayu Tanaka is a multidisciplinary specialist with expertise in the intersectional application of geospatial analysis and planning. She has experience analyzing large datasets as well as designing tools to empower decision-making processes with software and programming languages such as RStudio, ESRI (ArcGIS) products, JavaScript, and Python. She has contributed research and technical analysis for environmental justice (EJ) and environmental review, including topics such as climate change, air quality, and public health.

Education

Master of Urban Spatial Analytics
University of Pennsylvania

**Bachelor of Arts in Sustainable
Environmental Design**
University of California, Berkeley

Recent Assignments

Carlsbad Fair Housing Program. Ms. Tanaka is the managing the project, which includes an in-depth study of the current state of fair housing in Carlsbad and evaluation of existing City programs, policies, and plans to improve the City's ability to affirmatively further fair housing. She is currently overseeing preparation of the technical assessment and development of fair housing strategies and best practices that specifically address local issues.

Los Angeles Low-Rise Design Lab. Ms. Tanaka is the Assistant Project Manager and is leading the assessment of existing conditions in single-family neighborhood typologies in Los Angeles to identify potential barriers and opportunities for low-rise housing throughout the city.

SANDAG Housing Policy and Planning Tool. Ms. Tanaka is managing the Housing Policy and Planning Tool project, including a series of affordable housing case studies, and is the primary developer of a comprehensive online portal to support housing element implementation in the San Diego region.

Carson General Plan and EIR. Ms. Tanaka assisted in producing General Plan elements, including the EJ Element as well as the Housing Element, and was a major contributor to the EIR. She is currently involved in the Comprehensive Zoning Code update for residential districts (Phase 1).

Oakland General Plan. Ms. Tanaka was a primary author of the EJ and Racial Equity Baseline report. Her contributions include analyzing existing and historical trends in public health and environmental indicators and developing a screening methodology for identifying EJ Communities in Oakland.

San Diego EJ Background Study. Ms. Tanaka led production of a background map atlas, including research on past studies and analysis of public health indicators and equity, to inform City actions for future public engagement and refinement of EJ communities.

Napa General Plan and EIR. Ms. Tanaka led analysis for the Housing Opportunities Inventory, determined buildout of the General Plan including study of environmental constraints at key sites, wrote chapters for the General Plan, and is the primary author of the air quality and greenhouse gas sections of the EIR.

B.7

COMMITMENT TO DIVERSITY

Diversity, equity, and inclusion is at the core of what Dyett & Bhatia is as a company; through its work, Dyett & Bhatia seeks to foster communities that are just and equitable.

As a 100 percent minority-owned firm, Dyett & Bhatia is aware of the challenges many communities and individuals continue to face in our society. In all aspects of its work and team-building, Dyett & Bhatia values the unique perspectives, backgrounds, and experiences every person offers, and promotes a sense of belonging where everyone can thrive.

Diversity is more than just a slogan at Dyett & Bhatia – 57 percent of Dyett & Bhatia's employees are persons of color. Where feasible, Dyett & Bhatia seeks to partner with firms that are small or minority owned, and broadly reflective of the communities we serve.

TAB C

COST PROPOSAL

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	\$ 265
2. Project Manager	Associate Principal	\$ 220

As-Needed Planning Services, City of San Diego**Additional Labor Classifications:****BILLING RATES FOR DYETT & BHATIA TEAM**

<i>Labor Classification</i>	<i>Position Title</i>	<i>Hourly Rate</i>
Dyett & Bhatia		
Principal	Principal	265
Project Manager	Associate Principal	220
	Senior Associate	190
	Associate	180
	Planner/Urban Designer II	160
	Planner/Urban Designer I	150
	Senior GIS Specialist	170
	GIS Specialist	160
	Asst. Planner/Asst. Urban Designer	120
	Project Assistant	95
Kearns & West		
	Principal	330
	Director	215
RECON		
	Environmental Project Director	235
	Environmental Program Manager	220
	Senior	190
CRA		
	Principal	330-350
	Senior Planner/ Engineer	205-270
KMA		
	Managing Principal	\$305
	Manager	\$245
	Senior Associate	\$205
	Senior Principal	\$295
	Principal	\$275
	Associate	\$185
	Senior Analyst	\$170
	Analyst	\$145
	Technical Staff	\$105
	Administrative Staff	\$90
Sprulock Landscape Architects		
	Principal	\$225
	Project Manager	\$175
	Job Captain	\$150
	Landscape Designer	\$125
	Administrator	\$100
	Intern	\$75
Heritage Architecture & Planning		
	Principal	\$261
	Project Manager	\$261
	Any Additional	\$241
Proteus		
	CEO	\$315
	Project Manager	\$290

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