

## 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](mailto: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 1<sup>st</sup> 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:

1<sup>st</sup> Any properly executed written amendment to the Contract

2<sup>nd</sup> The Contract

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

4<sup>th</sup> 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

MIG, Inc.

Proposer

HQ: 800 Hearst Ave

Street Address

Berkeley CA 94710

City/State/Zip

510. 845. 7549

Telephone No.

daniel@migcom.com

E-Mail

CITY OF SAN DIEGO

A Municipal Corporation

BY:

[Signature]

Print Name:

Claudia C. Abara

Director, Purchasing & Contracting Department

July 1, 2025

Date Signed

BY:

[Signature]

Signature of Proposer's  
Authorized Representative

DANIEL S. MACFARLAND

Print Name

CEO/PRESIDENT

Title

5.16.25

Date

Approved as to form this 15 day of

July, 2025.

HEATHER HERBERT, City Attorney

[Signature]

BY:

Deputy City Attorney



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

MIG, Inc.

Proposer

HQ 800 Hearst Ave

Street Address

Berkeley, CA 94710

City

510.845.7549

Telephone No.

danieli@migcom.com

E-Mail

BY:

[Signature]

Print Name:

Claudia C. Barca

Director, Purchasing & Contracting Department

July 1, 2025

Date Signed

BY:

[Signature]  
Signature of Proposer's  
Authorized Representative

DANIEL S. IACOFANO

Print Name

CEO/PRESIDENT

Title

5.16.25

Date

Approved as to form this 15 day of

July, 20 25.

HEATHER FERBERT, City Attorney

BY: [Signature]

Deputy City Attorney

**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<br>EVALUATION<br>POINTS |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| <b>A. Responsiveness to the RFP.</b>                                                                                                                                                                                      | <b>10</b>                       |
| 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>B. Firm's Capability to provide the services and expertise and Past Performance.</b>                                                                                                                                   | <b>55</b>                       |
| 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                                                                                                                                                                                                       |                                 |
| <b>C. Cost</b>                                                                                                                                                                                                            | <b>10</b>                       |
| <b>D. Demonstrated Commitment to Diversity</b>                                                                                                                                                                            |                                 |
| 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. | <b>10</b>                       |

|                                                                                                                       | MAXIMUM<br>EVALUATION<br>POINTS |
|-----------------------------------------------------------------------------------------------------------------------|---------------------------------|
| <b>E. Mandatory Presentation/Interview.</b>                                                                           | <b>15</b>                       |
| 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                                                                           |                                 |
| <b>SUB TOTAL MAXIMUM EVALUATION POINTS:</b>                                                                           | <b>100</b>                      |
| <b>F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*</b> | <b>12</b>                       |
| <b>FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:</b>                                                           | <b>112</b>                      |

\*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.

| <b>Labor Classification</b> | <b>Position Title</b> | <b>Year 1 - Fully Burdened Hourly Rate</b> |
|-----------------------------|-----------------------|--------------------------------------------|
| 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 3<sup>rd</sup> 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 10<sup>th</sup> 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 (5<sup>th</sup>) day of the subsequent month.

**3.2.6.2 Monthly Invoicing and Payments.** Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5<sup>th</sup>) 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](http://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                                                                                                                                                                             |
| <b>TOTAL PROJECT COST:</b>                      |                                                               |                                                                                                                                                                                                                                                    |                                                                                             | <b>\$ 500,000.00</b>   | <b>\$ 100,000.00</b>               | <b>\$ 600,000.00</b>                                                                                                                                                                      |

### 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<br>(July 1, 2023 - June 30, 2024) | Fiscal Year (FY) 2025<br>(July 1, 2024 - June 30, 2025) |                     | Fiscal Year (FY) 2026<br>(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 |                                                         |                                                         |                     |                                                         |                     | \$ -                 | \$ -                 | \$ -                 |
| <b>Total</b> | <b>\$ -</b>                                             | <b>\$ 250,000.00</b>                                    | <b>\$ 75,000.00</b> | <b>\$ 250,000.00</b>                                    | <b>\$ 25,000.00</b> | <b>\$ 500,000.00</b> | <b>\$ 100,000.00</b> | <b>\$ 600,000.00</b> |

\*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                                                                                                           |
| <b>Total Project Duration (In Months from NTP):</b>    |                                                               |                                                                            |                                                                          | <b>24</b>                                                                                                    |

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.
- ☐ 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 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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Prepared Date: December 14, 2022

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 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 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 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. Arrivance 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 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 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 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, the 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 to affect the validity of this Agreement or the ability of the Department to enforce these provisions.

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Approved Date: November 10, 2022  
Prep. Date: December 14, 2022

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

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

<sup>2</sup> -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.

<sup>3</sup> - 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.

<sup>4</sup> - 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 <sup>1</sup>                                               | Desired Outcome                                                                                                                          | Baseline Year (2023) <sup>2</sup>                                             | Output Indicators <sup>3</sup> | Outcome Indicators <sup>4</sup> |
|-------------------------------------------|-------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|--------------------------------|---------------------------------|
| 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@sanidiego.gov) for signature  
2024-12-03 - 4:40:53 PM GMT
-  Email viewed by Casey Smith (cdsmith@sanidiego.gov)  
2024-12-03 - 5:32:45 PM GMT
-  Document e-signed by Casey Smith (cdsmith@sanidiego.gov)  
Signature Date: 2024-12-03 - 6:28:52 PM GMT - Time Source: server
-  Document emailed to Susan Huntington (susan.huntington@sandag.org) for signature  
2024-12-03 - 6:28:55 PM GMT
-  Document e-signed by Susan Huntington (susan.huntington@sandag.org)  
Signature Date: 2024-12-04 - 1:02:55 AM GMT - Time Source: server
-  Document emailed to Samantha Foulke (samantha.foulke@sandag.org) for signature  
2024-12-04 - 1:02:56 AM GMT
-  Email viewed by Samantha Foulke (samantha.foulke@sandag.org)  
2024-12-04 - 1:56:12 AM GMT
-  Document e-signed by Samantha Foulke (samantha.foulke@sandag.org)  
Signature Date: 2024-12-04 - 1:56:34 AM GMT - Time Source: server

✔ Agreement completed.

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

**ATTACHMENT C**  
**PASS-THROUGH PROVISIONS FROM REAP AGREEMENT**

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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, 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 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

Regional Early Action Planning Grants of 2021 (REAP 2.0)

NOFA Date: July 18, 2022

Approved Date: November 10, 2022

Prep. 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 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.

Regional Early Action Planning Grants of 2021 (REAP 2.0)  
NOFA Date: July 18, 2022  
Approved Date: November 10, 2022  
Prep. Date: December 14, 2022

## 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](http://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



03/12/2024

**SUSAN HUNTINGTON**

Director of Financial Planning, Budgets, and  
Grants



03/12/2024

**CASEY SMITH**

Deputy Chief Operating Officer

APPROVED AS TO FORM:



03/12/2024

**Office of General Counsel**

**ATTACHMENT A**  
**SCOPE OF WORK AND PROJECT BUDGET**

*See following page.*



## Scope of Work and Budget

**Applicant Name:** City of San Diego

**Project Title:** City Affordable Home Master Plan

### Part I: Project Overview

**Project Location:** Citywide

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

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

### Part II: Scope of Work and Budget

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

| Task No.                                        | Task Description                                              | Outcome/Output                                                                                                                                                                                                                                                                                                                                                              | Deliverables                                                                                | HAP Grant Amount       | Matching Funds Amount              | Total Project Cost                                                                                                                                                                        |
|-------------------------------------------------|---------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|------------------------|------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Enter Task or Subtask Number (tailor as needed) | Enter task descriptions. Limit sub-tasks to major milestones. | Enter Task Details                                                                                                                                                                                                                                                                                                                                                          | Enter deliverables associated with each task.                                               | Enter amount requested | Enter Local Match (non-REAP funds) | Enter cost to complete each task. Sub-tasks should not have an associated cost. The total cost of all tasks should equal the total project cost (grant funds requested + matching funds). |
| Task Example                                    | RFP for affordable housing consultant: Develop and issue RFP  | Please describe the methodology used in preparing the RFP/RFQ and the competitive 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        |
| <b>TOTAL PROJECT COST:</b> |                                             |                                                                                                                                                                                                 |                                                                            | <b>\$ 650,000.00</b> | <b>\$ 100,000.00</b> | <b>\$ 750,000.00</b> |

### 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<br>(July 1, 2023 - June 30, 2024) |              | Fiscal Year (FY) 2025<br>(July 1, 2024 - June 30, 2025) |                     | Fiscal Year (FY) 2026<br>(July 1, 2025 - June 30, 2026) |                     | Total<br>Grant Amount | Total<br>Matching Funds | Total<br>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 |                                                         |              |                                                         |                     |                                                         |                     | \$ -                  | \$ -                    | \$ -                  |
| <b>Total</b> | <b>\$ -</b>                                             | <b>\$ -</b>  | <b>\$ 225,000.00</b>                                    | <b>\$ 50,000.00</b> | <b>\$ 425,000.00</b>                                    | <b>\$ 50,000.00</b> | <b>\$ 650,000.00</b>  | <b>\$ 100,000.00</b>    | <b>\$ 750,000.00</b>  |

\*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                                                                                                            |
| <b>Total Project Duration (In Months from NTP):</b>    |                                                                     |                                                                            |                                                                          | <b>17</b>                                                                                                    |

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 the time 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 that 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

Regional Early Action Planning Grants of 2021 (RETIP 2.0)  
NOFA Date: July 18, 2022  
Approved Date: November 10, 2022  
Prepared Date: December 14, 2022

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. Subsequent 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, 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

Regional Early Action Planning Grants of 2021 (REAP 2.0)  
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material that may be relevant to a matter under investigation for the purpose of determining compliance with state laws, 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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Prep\_ Oat e: December 14, 2022



- 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 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 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 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 nature 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 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 Title 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: 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 <sup>1</sup>                                   | Desired Outcome                                                                                                                                                                    | Baseline Year (2023) <sup>2</sup> | Output Indicators <sup>3</sup>         | Outcome Indicators <sup>4</sup> |
|------------------------------------|-------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|----------------------------------------|---------------------------------|
| 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    |

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

<sup>2</sup> -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.

<sup>3</sup> - 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.

<sup>4</sup> - 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 <sup>1</sup>                                                                  | Desired Outcome                                                                                                                   | Baseline Year (2023) <sup>2</sup> | Output Indicators <sup>3</sup> | Outcome Indicators <sup>4</sup> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|--------------------------------|---------------------------------|
| 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@sandiego.gov) for signature  
2024-12-03 - 4:45:22 PM GMT
-  Email viewed by Casey Smith (cdsmith@sandiego.gov)  
2024-12-03 - 6:29:01 PM GMT
-  Document e-signed by Casey Smith (cdsmith@sandiego.gov)  
Signature Date: 2024-12-03 - 6:30:34 PM GMT - Time Source: server
-  Document emailed to Susan Huntington (susan.huntington@sandag.org) for signature  
2024-12-03 - 6:30:36 PM GMT
-  Document e-signed by Susan Huntington (susan.huntington@sandag.org)  
Signature Date: 2024-12-04 - 1:02:20 AM GMT - Time Source: server
-  Document emailed to Samantha Foulke (samantha.foulke@sandag.org) for signature  
2024-12-04 - 1:02:22 AM GMT
-  Email viewed by Samantha Foulke (samantha.foulke@sandag.org)  
2024-12-04 - 1:56:48 AM GMT
-  Document e-signed by Samantha Foulke (samantha.foulke@sandag.org)  
Signature Date: 2024-12-04 - 1:57:11 AM GMT - Time Source: server
-  Agreement completed.  
2024-12-04 - 1:57:11 AM GMT

**ATTACHMENT C**  
**PASS-THROUGH PROVISIONS FROM REAP AGREEMENT**

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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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Prep. Date: December 14, 2022



- 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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NOFA Date: July 18, 2022

Approved Date: November 10, 2022

Prep. 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 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.

Regional Early Action Planning Grants of 2021 (REAP 2.0)  
NOFA Date: July 18, 2022  
Approved Date: November 10, 2022  
Prep. Date: December 14, 2022

## 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](http://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         |
| <b>TOTAL PROJECT COST:</b> |                            |                                                                                                                                                                                             |                                         | <b>\$ 650,000.00</b> | <b>\$ 100,000.00</b>  | <b>\$ 750,000.00</b> |

### 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 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 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 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 may 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 entitled 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 (OWP) shall clearly 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 sub-contractors 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 fully 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. Arr, lack 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 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 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 ability of the Department to enforce these provisions.

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Prep. Date: December 14, 2022

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 the Grantee 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 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 minorities involved by minorities and women, as required by 24 GRR 92.351.

#### Waiver

- A. If any provision in this Agreement, or any 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 the 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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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 <sup>1</sup>                             | Desired Outcome                                                                                 | Baseline Year (2023) <sup>2</sup>                             | Output Indicators <sup>3</sup> | Outcome Indicators <sup>4</sup>                         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|---------------------------------------------------------------|--------------------------------|---------------------------------------------------------|
| 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. |

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

<sup>2</sup> -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.

<sup>3</sup> - 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.

<sup>4</sup> - 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 <sup>1</sup>                           | Desired Outcome                                                                                    | Baseline Year (2023) <sup>2</sup>                                                                                                                                                                                                               | Output Indicators <sup>3</sup>                                 | Outcome Indicators <sup>4</sup>                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|-----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|---------------------------------------------------------------|
| 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)<br>VMT Per Employee below baseline               | To be determined, estimated 10% reduction                                                          | 14.7 (resident) (2016)<br>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<br>Total Class I, II, IV, Bike Blvd=19.2 mi<br>Class I – 1.62 miles<br>Class II – 16.4 miles<br>Class III – 14.8 miles<br>Class IV – 0.09 mile<br>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  
2024-12-06 - 6:27:34 PM GMT
-  Email viewed by Susan Huntington (susan.huntington@sandag.org)  
2024-12-06 - 6:37:17 PM GMT
-  Document e-signed by Susan Huntington (susan.huntington@sandag.org)  
Signature Date: 2024-12-06 - 6:37:38 PM GMT - Time Source: server
-  Document emailed to Samantha Foulke (samantha.foulke@sandag.org) for signature  
2024-12-06 - 6:37:40 PM GMT
-  Email viewed by Samantha Foulke (samantha.foulke@sandag.org)  
2024-12-06 - 6:52:41 PM GMT
-  Document e-signed by Samantha Foulke (samantha.foulke@sandag.org)  
Signature Date: 2024-12-06 - 6:53:25 PM GMT - Time Source: server

✔ Agreement completed.

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



**Adobe Acrobat Sign**

**ATTACHMENT C**  
**PASS-THROUGH PROVISIONS FROM REAP AGREEMENT**

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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, 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 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**

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9. **Third Party Contracts**

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

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- 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.
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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.

Regional Early Action Planning Grants of 2021 (REAP 2.0)  
NOFA Date: July 18, 2022  
Approved Date: November 10, 2022  
Prep. Date: December 14, 2022

## 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**

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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](http://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](http://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](http://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                                                                                                                                                                                    |
| <b>TOTAL PROJECT COST (grant request funds + matching funds):</b> |                                                                      |                                                                                                                                                                           |                                                                            |                                                                          | <b>\$ 840,000.00</b>                                                                                                                                                                             |

#### 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**

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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  | <b>Start Date:</b> Click or tap to enter a date.<br><b>End Date:</b> 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        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| <b>Project Changes</b>                                                                                                                                                                                                                                                                 |                 |
| 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. |
| <b>Compliance Information System (CIS)</b>                                                                                                                                                                                    |                 |
| 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. |
| <b>Third-Party Contracting</b>                                                                                                                                                                                                |                 |
| 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. |
| <b>Payments/Invoicing</b>                                                                                                                                                                                                     |                 |
| 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. |
| <b>Reports</b>                                                                                                                                                                                                                |                 |
| 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. |

|                                                                                                                                                                                    |                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| <b>Project Completion and Closeout</b>                                                                                                                                             |                 |
| 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  |

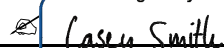
**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**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

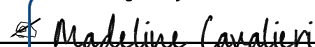
202 C Street, M.S. 413 San Diego, CA 92101

**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:

|                                                                                            |                                                                                                                             |                                                                              |
|--------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| <b>State Agency:</b><br>California Coastal Commission                                      | <b>Grantee:</b><br>City of San Diego                                                                                        | <b>Grantee:</b><br>City of San Diego                                         |
| Name: Kelsey Ducklow<br>("Grant Manager")                                                  | Name:<br>Casey Smith, Deputy<br>Chief Operating Officer<br>(Authorized to sign grant<br>amendments on behalf of<br>Grantee) | Name:<br>Jonathan Avila<br>(Authorized to sign RFFs<br>on behalf of Grantee) |
| Address:<br>455 Market St. Suite 300<br>San Francisco, CA 94105                            | Address:<br>202 C Street, M.S. 413<br>San Diego, CA 92101                                                                   | Address:<br>202 C Street, M.S. 413<br>San Diego, CA 92101                    |
| Phone: (415) 904-2335                                                                      | Phone: (619) 214-5380                                                                                                       | Phone: (619) 525-8233                                                        |
| Email:<br><a href="mailto:kelsey.ducklow@coastal.ca.gov">kelsey.ducklow@coastal.ca.gov</a> | Email:<br><a href="mailto:CDSmith@sandiego.gov">CDSmith@sandiego.gov</a>                                                    | Email:<br><a href="mailto:JOAvila@sandiego.gov">JOAvila@sandiego.gov</a>     |

3. Primary project contact:

|                                                                                     |                                                                       |
|-------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| <b>State Agency:</b><br>California Coastal Commission                               | <b>Grantee</b><br>City of San Diego                                   |
| Section/Unit:                                                                       | Section/Unit: City Planning Department                                |
| Name: Mary Matella<br>("LCP Grant Coordinator")                                     | Name:<br>Jonathan Avila                                               |
| Address:<br>455 Market St. Suite 300<br>San Francisco, CA 94105                     | Address:<br>202 C Street, M.S. 413<br>San Diego, CA 92101             |
| Phone: (415) 904-6093                                                               | Phone: (619) 525-8233                                                 |
| Email: <a href="mailto:mary.matella@coastal.ca.gov">mary.matella@coastal.ca.gov</a> | Email: <a href="mailto:JOAvila@sandiego.gov">JOAvila@sandiego.gov</a> |



## 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

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#### **A. PROJECT DESCRIPTION**

The COSD plans to kick off the planning phase of the TMP by the Summer of 2024 and the primary source of data to inform the TMP will be the City of San Diego Trails Master Plan Existing Conditions Report (Report). The Report will include quantitative data on the current conditions of existing trails and where deficiencies or opportunities for improvement can be identified. Additionally, important qualitative data in the form of community input and stakeholder consultation will also be included in the Report. The completion of the Report as well as the proposed LCP update that will apply to the Community Plans is the full scope of work proposed for this grant project (Project).

The Project will be completed in three phases: Initial outreach and network formation, community engagement and data collection, and finally the drafting and finalization of the Report and LCP update. Specific tasks within each of these phases are described in more detail under the Task Description and Schedule section of this application.

The first priority of the Project will be to establish commitments with at least three community-based or non-profit groups who will serve as partners on this Project. The full Project team will consist of representatives from these three organizations (who will ideally represent or serve traditionally underserved communities), COSD Planning Department staff, and qualified technical consultants with expertise in community-driven landscape architecture and data analysis. Initial outreach work will seek to engage a diverse range of

## EXHIBIT A

potential stakeholders (listed below) including some who have a longstanding relationship with the City such as San Diego Canyonlands and Groundwork San Diego, but outreach efforts will prioritize groups who have not been historically involved in Citywide planning such as Latinos Outdoors and Outdoor Outreach. The stakeholder network will serve in an as-needed capacity on the Project and will provide meaningful input on behalf of the groups they represent and their interests, and they will be an important resource for community engagement and outreach. Honoraria stipends are included in the funding request for this Project to support these collaborations and incidental costs incurred by the partners.

Following the formation of the Project team and stakeholder network, the City will initiate the community engagement and data collection phase. This effort will rely heavily on the Project partners and stakeholder network to organize volunteers to conduct a field survey of the existing trail systems and provide education outreach materials to the communities. Every officially recognized trail will be walked and documented using GPS equipment to determine the existing trail condition, identify gaps in the existing trail network, points of public access including coastal access, opportunities for recreation for all age groups, and areas vulnerable to climate change impacts including sea level rise. The COSD will coordinate with Outdoor Outreach and San Diego Canyonlands to develop STEM-focused volunteer opportunities for local high school students, and this will hopefully provide inspiration for these students to consider careers in public service or STEM. Students will have the opportunity to walk and document trails with City park rangers, biologists, and planners and learn about the native flora and fauna within their communities. It is envisioned that a pool of volunteers will complete the field survey consisting of local high school or college students, members of community-based organizations, and local non-profits under the guidance of the Project team.

In addition to the field survey serving as a data collection exercise, the survey will also provide an opportunity for public engagement on the trails with community members who encounter the survey volunteers to learn about the purpose and goals of the Project. The results of the field survey will be analyzed and documented in the Report. This report will inform the future development of a Citywide TMP, which aims to establish goals and policies needed to ensure an equitable Citywide trail system that promotes sustainable public access to the City's valuable open spaces, including the coastline and beaches.

Data collection activities will also require technical support from a qualified consulting firm. To adequately consider the potential effects of climate change on the proposed TMP and ensure a sustainable Citywide trail system, multiple collections of data will be gathered in consultation with experts experienced in climate change resiliency planning to identify areas expected to be at the greatest risk from climate change impacts. This data will be collected from publicly available sources, but if there are gaps in publicly available data or it's deemed insufficient for this Project, the City will issue a contract to a consulting firm

## EXHIBIT A

experienced in data collection and modeling to gather the environmental data needed to complete a thorough climate change impact analysis.

In addition to data collection work during this phase, the Project team will also begin coordinating regular outreach and engagement efforts to seek community input and feedback on trails and public access in the City that will serve as qualitative data in the Report. Outreach activities such as regional workshops, community popups, and door knocking campaigns will educate the public on the need for a Citywide TMP, the goals of the TMP, and how this will affect their communities in the future. These events will also help the City gather input on how the community utilizes the existing trail system and how it can be improved. This input is essential for setting the stage for an equitable, Citywide TMP.

Once data collection is complete, the Planning Department, with the support of a consulting team, will prepare the draft Report. When the first draft is available, the Planning Department will distribute copies of the draft to the CCC, every partner on the Project, and it will be made publicly available on the Planning Department's website. Stakeholders who served in a volunteer capacity on the Project will be invited to review and comment on the report. The Planning Department will seek feedback on the first draft from all these parties, and once received, comments will be addressed in a letter sent to commenters from the Planning Department. Following the incorporation of comments and suggested edits, the Report will be finalized. A final copy of the Report will be provided to the CCC, all project partners, and all stakeholders who contributed to the Project, as well as published on the Planning Department's website. The Planning Department will continue gathering comments from the public on the report through the duration of the TMP development.

Before the end of the grant term, the COSD will propose amendments to community plans to update policies related to equitable multimodal access to the coast and other open spaces throughout the City. This effort will propose new policies in the community plans and updated policies to the LCPs established in the City's coastal community plans to highlight the new goals and vision encompassed by the TMP and other COSD equitable planning initiatives. At a minimum, the Report will be cited in the proposed LCP amendment language as a source of information to guide the implementation of new policies as it relates to trail planning and development. The COSD will work in coordination with the CCC to draft the proposed policy amendment prior to bringing the amendments forward to the City Council for consideration and eventual submittal to the CCC for approval and adoption.

### **B. TASKS**

**Task 1. Initial Outreach and Network Formation** is the first step and will include engaging with key stakeholders and organizing a project team to kick off the project. The City's Planning Department staff will be the primary entity overseeing the implementation of this project.

## EXHIBIT A

- **Task 1.1 - Identify project stakeholders** begins with information-gathering by the Planning Department and its existing network. Together, this team will brainstorm, research, and consolidate a list of all possible stakeholders who may be interested in contributing to the development of the Report. Currently, COSD has identified several organizations with a stake in the trails system, and this list will grow as additional outreach is conducted. A list of potential stakeholders is included below:

|                                                  |                                                |
|--------------------------------------------------|------------------------------------------------|
| Casa Familiar                                    | 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 |
| <b>Outcome/Deliverables:</b>                               |                                                                                                   |            |            |
|                                                            | 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   |
| <b>Outcome/Deliverables:</b>                               |                                                                                                   |            |            |
|                                                            | 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  |
| <b>Outcome/Deliverables:</b>                               |                                                                                                   |            |            |
|                                                            | 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**

| <b>Outcome/Deliverables:</b>                                 |                                                |                  |                 |
|--------------------------------------------------------------|------------------------------------------------|------------------|-----------------|
|                                                              | I. Meeting 1 with CCC staff on TMP             | ~February 2025   |                 |
|                                                              | J. Meeting 2 with CCC staff on TMP             | ~February 2026   |                 |
| <b>Task 5. Amend Community Plans and Update LCP Policies</b> |                                                | <b>6/30/2026</b> | <b>8/1/2027</b> |
| <b>Outcome/Deliverables:</b>                                 |                                                |                  |                 |
|                                                              | 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**

| <b>BENCHMARK</b> | <b>ACTIVITY</b>                                                        | <b>COMPLETION<br/>DATE</b> |
|------------------|------------------------------------------------------------------------|----------------------------|
| 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><b>Jurisdiction Name</b></i>                                                                                                           | <i><b>CCC Grant Total</b></i> | <i><b>Match/Other Funds</b></i> | <i><b>Total</b></i> |
|-------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|---------------------------------|---------------------|
| <b>LABOR COSTS</b>                                                                                                                        |                               |                                 |                     |
| <b>City Staff Labor</b>                                                                                                                   |                               |                                 |                     |
| 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           |
| <b>Total Labor Costs</b>                                                                                                                  | <b>\$98,268.00</b>            | <b>\$204,286.60</b>             | <b>\$302,554.60</b> |
| <b>DIRECT COSTS</b>                                                                                                                       |                               |                                 |                     |
| <b>Project Supplies</b>                                                                                                                   |                               |                                 |                     |
| 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         |
| <b>Total</b>                                                                                                                              | <b>\$22,885.00</b>            | <b>-</b>                        | <b>\$22,885.00</b>  |
| <b>Travel In State</b>                                                                                                                    |                               |                                 |                     |
| Mileage                                                                                                                                   | -                             | \$2,520.00                      | \$2,520.00          |
| Transportation stipends for community members                                                                                             | \$2,000.00                    | -                               | \$2,000.00          |
| <b>Total</b>                                                                                                                              | <b>\$2,000.00</b>             | <b>\$2,520.00</b>               | <b>\$4,520.00</b>   |
| <b>Consultants and Partners</b>                                                                                                           |                               |                                 |                     |
| Task 1: Initial Outreach and Network Formation                                                                                            | \$21,000.00                   | -                               | <b>\$21,000.00</b>  |
| Task 2: Community Engagement and Data Collection                                                                                          | \$325,000.00                  | -                               | <b>\$325,000.00</b> |
| Task 3: Draft and Finalize Report                                                                                                         | \$30,000.00                   | -                               | <b>\$30,000.00</b>  |
| <b>Total</b>                                                                                                                              | <b>\$376,000.00</b>           | <b>-</b>                        | <b>\$376,000.00</b> |
| <b>Grand total</b>                                                                                                                        | <b>\$499,153.00</b>           | <b>\$206,806.60</b>             | <b>\$705,959.60</b> |

**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:<br>(Including operations, products and completed operations, as applicable) | \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this Agreement or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability:                                                                          | \$1,000,000 per accident for bodily injury and property damage.                                                                                                                                                                                                                                                                                                  |

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Director.

D. Required Provisions. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by certified mail, return receipt requested, has been given to the Executive Director. The general liability and automobile liability policies are to contain, or to be endorsed to contain, the following provisions:

1. The State of California, its officers, agents and employees are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Grantee; and with respect to liability arising out of work or operations performed by or on behalf of the Grantee including materials, parts or equipment furnished in connection with such work or operations.
2. For any claims related to this Agreement, the Grantee's insurance coverage shall be primary insurance with respect to the State of California, its officers, agents and employees.
3. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

## EXHIBIT D1

- E. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Commission and approved in writing by the Executive Director.
- F. Verification of Coverage. The Grantee shall furnish the Grant Manager with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Grant Manager within 30 working days from the start date of the Grant Project. The Commission reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.
- G. Premiums and Assessments. The Commission is not responsible for premiums and assessments on any insurance policy

### 8. COASTAL COMMISSION SEA LEVEL RISE GUIDANCE

Grantees shall use the Commission's [Sea Level Rise Policy Guidance](#), [Critical Infrastructure Guidance](#), Local Government Working Group [Baseline SLR LCP policies](#), and other information to inform the development of sea level rise impact assessments, vulnerability assessments, and LCP Land Use Plan and Implementation Plan completion or updates.

### 9. VULNERABILITY ASSESSMENTS and ADAPTATION PLANNING

In addition to the general recommendations contained within the Commission's Sea Level Rise Policy Guidance, and unless otherwise provided in the Scope of Work of this Agreement, vulnerability assessment and adaptation planning work shall include: (1) analysis of storm and non-storm scenarios, including maximum daily and annual tidal inundation, (2) assessment of sea level rise vulnerability with and without key development that is currently vulnerable and/or protected by a revetment, such as Highway 1, railroad tracks, and/or a row of residences, (3) anticipated changes in beach width and other habitat areas under future sea level rise scenarios, (4) evaluation of the feasibility and effectiveness of various protection, accommodation, and retreat strategies, including nature-based adaptation strategies like living shorelines, sediment management, and beach nourishment, (5) evaluation of sea level rise vulnerability of existing and planned segments of the California Coastal Trail, (6) incorporation of the subject of environmental justice by, to the extent feasible, analyzing the differential impacts of sea level rise upon various demographics and community groups, and (7) consideration of the latest reports on sea level rise science and recommendations from the state of California, including [Rising Seas in California](#) (Griggs et al. 2017), the most recently adopted update to the [State Sea-Level Rise Guidance](#), and the most recent version of the [Safeguarding California Plan](#). Scenarios analyzed should include Medium-high Risk Aversion and Extreme Risk Aversion scenarios per the Commission's



## EXHIBIT D1

Sea Level Rise Policy Guidance and the State Sea-Level Rise Guidance recommendations to aid in planning and understanding the worst-case scenario for projected time horizons.

### 10. COORDINATION OF SEA LEVEL RISE PLANNING WORK

Sea level rise work completed under the Local Coastal Grant Program shall be coordinated regionally to the extent feasible with other jurisdictions and entities working on sea level rise projects within the same county or broader regional area relevant for sea level rise adaptation, such as the watershed, littoral cell, or area with similar geologic characteristics. Entities working on sea level rise projects include, but are not limited to, the State Coastal Conservancy, the Ocean Protection Council, The Nature Conservancy, NOAA, and USGS. Coordination includes early coordination meetings among the different entities, sharing of technical analyses and lessons learned as well as consideration of regional adaptation policies, and development of LCP policies.

### 11. TERMINATION

Except as otherwise set forth in this Agreement, this Agreement may be terminated or suspended (a) by the Commission for any reason upon thirty (30) days prior written notice to the Grantee, (b) by Grantee for any reason upon thirty (30) days prior written notice to the Commission subject to the approval of the Commission in its sole discretion, and (c) immediately upon written notice by either party “for cause”. The term “for cause” shall mean that either the Grantee or the Commission fails to meet any material terms, conditions, and/or responsibilities of the Agreement.

In the event of a termination or suspension, the Grantee shall immediately stop work and take all reasonable measures to prevent further costs requiring reimbursement by the Commission. The Commission shall then only be responsible for any reasonable and non-terminable obligations incurred by the Grantee in the performance of this Agreement prior to the date of the notice to terminate or suspend, but not to exceed the balance of the total funds which remains unencumbered under this Agreement at the time of termination.

On or before the date of termination of this Agreement, whether terminated by the Grantee or the Commission, the Grantee shall provide the Commission with all work, material, data, information, and written, graphic or other work produced, developed or acquired under this Agreement (whether completed or partial), in appropriate, readily useable form.

The Grantee expressly agrees to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this Agreement.

**EXHIBIT D1**

The Grantee shall include in any agreement with any consultant retained for work under this Agreement a provision that entitles the Grantee to immediately suspend or terminate the agreement with the consultant for any reason on written notice.

Notwithstanding the foregoing, Grantee acknowledges (and waives any defense based on a claim) that monetary damages may not be an adequate remedy to redress a breach by Grantee hereunder and that a breach by Grantee hereunder may cause irreparable harm to the Commission. Accordingly, Grantee agrees that upon a breach of this Agreement by Grantee, the remedies of injunction, declaratory judgment and specific performance shall be available to the Commission.

## EXHIBIT E

### **CERTIFICATION (GCC-1/2019)**

The Grantee's signor 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.)

**EXHIBIT E**

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO

REQUIREMENT: Grantee hereby certifies that Grantee will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Grantee agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Grantee hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Grantees contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Grantee further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.
- b. The Grantee agrees to cooperate fully in providing reasonable access to Grantee records, documents, agents or employees, or premises if reasonably required by authorized officials of the Coastal Commission, the Department of Industrial Relations, or the Department of Justice to determine Grantee compliance with the requirements under paragraph (a).

## **EXHIBIT E**

7. DOMESTIC PARTNERS: For Grantee Agreements of \$100,000 or more, Grantee certifies that the Grantee and/or its subcontractors/consultants are in compliance with Public Contract Code section 10295.3.
8. GENDER IDENTITY: For Grantee Agreements of \$100,000 or more, Grantee certifies that Grantee is in compliance with Public Contract Code section 10295.35.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410)

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent Grantee with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the agreement while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (PCC 10420)

## EXHIBIT E

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. GRANTEE NAME CHANGE: An amendment is required to change the Grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
  - a. When agreements are to be performed in the state by corporations, the Coastal Commission will be verifying that the Grantee is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
  - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Grantee performing within the state not be subject to the franchise tax.
  - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. The Coastal Commission will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated

**EXHIBIT E**

by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all Grantees that are not another state agency or other government entity.



**EXHIBIT F**

**INFORMAL AMENDMENT**

**Amendment to \_\_\_\_\_**

1. This amendment (the "Amendment") is made by \_\_\_\_\_ and \_\_\_\_\_, parties to the agreement \_\_\_\_\_ dated (the "Agreement").

2. As of (date), the Agreement is amended as follows:

\_\_\_\_\_

3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

Signed and Agreed:

Representative of \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Representative of Coastal Commission:

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**City of San Diego**  
**CONTRACTOR STANDARDS**  
**Pledge of Compliance**

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A*.

**A. BID/PROPOSAL/SOLICITATION TITLE:**

As-Needed Planning Multi-Disciplinary Consultant Services (#10090174-25-D)

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**B. BIDDER/PROPOSER INFORMATION:**

Moore Iacofano Goltsman, Incorporated (MIG, Inc.)

|                                      |                       |                       |              |
|--------------------------------------|-----------------------|-----------------------|--------------|
| Legal Name                           |                       | DBA                   |              |
| <u>401 West A Street, Suite 200</u>  | <u>San Diego</u>      | <u>CA</u>             | <u>92101</u> |
| Street Address                       | City                  | State                 | Zip          |
| <u>Richard D. Barrett, Principal</u> | <u>(619) 682-3841</u> | <u>(619) 682-3844</u> |              |
| 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.

|                             |                                              |
|-----------------------------|----------------------------------------------|
| Richard D. Barrett          | Principal                                    |
| Name                        | Title/Position                               |
| San Diego, CA               | n/a                                          |
| City and State of Residence | Employer (if different than Bidder/Proposer) |
| 1%                          |                                              |
| Interest in the transaction |                                              |

|                             |                                              |
|-----------------------------|----------------------------------------------|
| Laura R. Stetson            | Principal                                    |
| Name                        | Title/Position                               |
| San Diego, CA               | n/a                                          |
| City and State of Residence | Employer (if different than Bidder/Proposer) |
| 1%                          |                                              |
| 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: June 1990 State of incorporation: CA

List corporation's current officers:

|            |                         |
|------------|-------------------------|
| President: | <u>Daniel Iacofano</u>  |
| Vice Pres: | <u>Carolyn Verheyen</u> |
| Secretary: |                         |
| Treasurer: | <u>Chris Beynon</u>     |

Type of corporation: C ☒ Subchapter S ☐

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

If Yes, after what date: June 1990

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:

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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:

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☐ Partnership Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

List names of all firm partners:

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☐ 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:

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☐ Joint Venture Date formed: \_\_\_\_\_

List each firm in the joint venture and its percentage of ownership:

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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: First Bank

Point of Contact: Kim Rasmussen, Sr. Commercial Banking Specialist

Address: 1700 North Broadway, Suite 201, Walnut Creek, CA 94596

Phone Number: (925) 287-2343

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.: B2012003445 Year Issued: Renewed in 2024

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. **Refer to Attachment A for additional references.**

Company Name: City of San Diego (Former Staff Reference)

Contact Name and Phone Number: Katie Witherspoon, AICP, Former City of San Diego Senior Planner/Current City of Charlotte Curbside and Shared Mobility Manager | (704) 336-4119

Contact Email: Katelyn.Witherspoon@charlottenc.gov

Address: 600 E. Fourth St. Charlotte, NC 28202

Contract Date: 2021 – 2022

Contract Amount: \$276,760

Requirements of Contract: University Community Plan Update

Company Name: City of San Diego (Former Staff Reference)

Contact Name and Phone Number: Laura C. Black, AICP, Former City of San Diego Deputy Planning Director/Current City of Chula Vista Development Services Dept Assistant Director | (619) 691-5002

Contact Email: lblack@chulavistaca.gov

Address: 276 4th Ave, Chula Vista, CA 91910

Contract Date: 2020-2023

Contract Amount: \$64,883

Requirements of Contract: Clairemont Community Urban Design Element

Company Name: County of San Diego Planning & Development Services

Contact Name and Phone Number: Timothy Vertino | (619) 510-2542

Contact Email: timothy.vertino@sdcounty.ca.gov

Address: 5510 Overland Ave Ste 210, San Diego, CA 92123

Contract Date: 2021-2022

Contract Amount: \$580,000

Requirements of Contract: Fallbrook Downtown Visioning, Sub-Area Plan, and Design Guidelines

#### 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." **Additional subcontractors' information provided in Refer to Attachment A for .**

Company Name: Pendoley Strategies + Communications

Address: 3321 Granada Avenue, San Diego, CA 92104

Contact Name: Andy Pendoley Phone: 619-318-7699 Email: andy@pendoleysc.com

Contractor License No.: N/A DIR Registration No.: N/A

Sub-Contract Dollar Amount: \$ N/A (per year) \$ N/A (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. [See following page.](#)

Company Name: Intersecting Metrics

Address: 8064 Allison Avenue, 1956, La Mesa, CA 91942

Contact Name: Stephen Cook Phone: (619) 994-5814 Email: Steve@intersectingmetrics.com

Contractor License No.: N/A DIR Registration No.: 100119402

Sub-Contract Dollar Amount: \$ N/A (per year) \$ N/A (total contract term)

Scope of work subcontractor will perform: mobility planning

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. [See following page.](#)

**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

City of San Diego



**Small Local Business Enterprise (SLBE)  
Program Certification**

Pendoley Strategies and Communications, LLC

**Emerging Local Business Enterprise (ELBE)**

***General Services***

(NAICS: 541820)

Certification Number: 17PS1910

***Effective: 8/12/2024 – 8/12/2026***

A handwritten signature in blue ink, appearing to read "C Silva".

---

Christian Silva  
Program Manager  
Equal Opportunity Contracting

City of San Diego



**Small Local Business Enterprise (SLBE)  
Program Certification**

Intersecting Metrics

**Emerging Local Business Enterprise (ELBE)**

***Professional Services***

(NAICS: 541330)

Certification Number: 17IM1800

***Effective: 12/13/2023 - 12/13/2025***

A handwritten signature in blue ink, appearing to read "C Silva".

---

Christian Silva  
Program Manager  
Equal Opportunity Contracting

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 [August 29, 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.

Richard D. Barrett, Principal

Name and Title



Signature

August 21, 2024

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.

**References (continued)**

Company Name: City of Carlsbad

Contact Name and Phone Number: Eric Lardy, Principal Planner; (442) 224-9595

Contact Email: eric.lardy@carlsbadca.gov

Address: 1200 Carlsbad Village Dr, Carlsbad, CA 92008

Contract Date: 2020-2024

\$140,000 Growth Management Plan; \$70,000 Sustainable Mobility Plan; \$334,000

Contract Amount: Civic Center Scoping and Space Planning Analysis Services, and \$85,000 Village Lighting Master Plan

Requirements of Contract: City of Carlsbad Various Planning and Design Projects

Company Name: City of Poway

Contact Name and Phone Number: Joe Lim, Former City of Poway Planning Manager/Current City of Solana Beach Community Development Director; (858) 720-2400

Contact Email: jlim@cosb.org

Address: 635 S. Highway 101, Solana Beach, CA 92075

Contract Date: 2016-2017

Contract Amount: \$490,000

Requirements of Contract: Poway Road Complete Streets and Specific Plan

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.

Richard D. Barrett, Principal

Print Name, Title

  
Signature

August 21, 2024

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.  
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|                                                                                                                                                                                                                                                                               |                                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|
| Company Name: <u>Kittelson &amp; Associates</u>                                                                                                                                                                                                                               |                                                                   |
| Address: <u>3919 30th Street, Suite 107, San Diego, CA 92104</u>                                                                                                                                                                                                              |                                                                   |
| Contact Name: <u>Mychal Loomis</u>                                                                                                                                                                                                                                            | Phone: <u>714-468-1180</u> Email: <u>mloomis@kittelson.com</u>    |
| Contractor License No.: <u>N/A</u>                                                                                                                                                                                                                                            | DIR Registration No.: <u>1000025447</u>                           |
| Sub-Contract Dollar Amount: \$ <u>N/A</u> (per year) \$ <u>N/A</u> (total contract term)                                                                                                                                                                                      |                                                                   |
| Scope of work subcontractor will perform: <u>mobility planning</u>                                                                                                                                                                                                            |                                                                   |
| Identify whether company is a subcontractor or supplier: <u>subcontractor</u>                                                                                                                                                                                                 |                                                                   |
| Certification type (check all that apply): <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> ELBE <input type="checkbox"/> MBE <input type="checkbox"/> SLBE <input type="checkbox"/> WBE <input checked="" type="checkbox"/> Not Certified |                                                                   |
| Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.                                                                                                                                                |                                                                   |
|                                                                                                                                                                                                                                                                               |                                                                   |
| Company Name: <u>Keyser Marston Associates, Inc.</u>                                                                                                                                                                                                                          |                                                                   |
| Address: <u>555 West Beech Street, Suite 460, San Diego, CA 92101</u>                                                                                                                                                                                                         |                                                                   |
| Contact Name: <u>Paul Marra</u>                                                                                                                                                                                                                                               | Phone: <u>619-718-9500</u> Email: <u>pmarra@keysermarston.com</u> |
| Contractor License No.: <u>N/A</u>                                                                                                                                                                                                                                            | DIR Registration No.: <u>N/A</u>                                  |
| Sub-Contract Dollar Amount: \$ <u>N/A</u> (per year) \$ <u>N/A</u> (total contract term)                                                                                                                                                                                      |                                                                   |
| Scope of work subcontractor will perform: <u>economic analysis</u>                                                                                                                                                                                                            |                                                                   |
| Identify whether company is a subcontractor or supplier: <u>subcontractor</u>                                                                                                                                                                                                 |                                                                   |
| Certification type (check all that apply): <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> ELBE <input type="checkbox"/> MBE <input type="checkbox"/> SLBE <input type="checkbox"/> WBE <input type="checkbox"/> Not Certified            |                                                                   |
| Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit. <u>KMA is certified a small business with the California Department of General Services. See following page.</u>                               |                                                                   |

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.

Richard D. Barrett, Principal

Print Name, Title

  
Signature

August 21, 2024

Date



City of San Diego  
CONTRACTOR STANDARDS  
Attachment "A"

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Printed on: 5/18/2022 3:52:05 PM

To verify most current certification status go to: <https://www.caleprocure.ca.gov>



**DGS**  
DIGITAL GOVERNANCE SERVICES

**Office of Small Business & DVBE Services**

**Certification ID:** 1523440

**Legal Business Name:**  
KEYSER MARSTON ASSOCIATES INC.

**Doing Business As (DBA) Name 1:**  
KEYSER MARSTON ASSOCIATES INC.

**Doing Business As (DBA) Name 2:**

**Address:**  
1299 Fourth Street Suite 408  
San Rafael  
CA 94901

**Email Address:**  
kheaton@keysermarston.com

**Business Web Page:**  
[www.keysermarston.com](http://www.keysermarston.com)

**Business Phone Number:**  
415/398-3050

**Business Fax Number:**

**Business Types:**  
Service

| Certification Type | Status   | From       | To         |
|--------------------|----------|------------|------------|
| SB                 | Approved | 05/17/2022 | 05/31/2024 |

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!

-LOG IN at [CaleProcure.CA.GOV](http://CaleProcure.CA.GOV)

Questions?  
Email: [OSDSHELP@DGS.CA.GOV](mailto:OSDSHELP@DGS.CA.GOV)  
Call OSDS Main Number: 916-375-4940  
707 3rd Street, 1-400, West Sacramento, CA 95605

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.

Richard D. Barrett, Principal

Print Name, Title

  
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August 21, 2024

Date



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|                                                                                                                                                                                                                                                                                          |                                                                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| Company Name: <u>HR&amp;A Advisors, Inc.</u>                                                                                                                                                                                                                                             |                                                                 |
| Address: <u>700 S. Flower Street Suite 2995, Los Angeles CA 90017</u>                                                                                                                                                                                                                    |                                                                 |
| Contact Name: <u>Connie J. Chung</u>                                                                                                                                                                                                                                                     | Phone: <u>646-545-6248</u> Email: <u>cchung@hraadvisors.com</u> |
| Contractor License No.: <u>N/A</u>                                                                                                                                                                                                                                                       | DIR Registration No.: <u>N/A</u>                                |
| Sub-Contract Dollar Amount: \$ <u>N/A</u> (per year) \$ <u>N/A</u> (total contract term)                                                                                                                                                                                                 |                                                                 |
| Scope of work subcontractor will perform: <u>economic analysis</u>                                                                                                                                                                                                                       |                                                                 |
| Identify whether company is a subcontractor or supplier: <u>subcontractor</u>                                                                                                                                                                                                            |                                                                 |
| Certification type (check all that apply): <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> ELBE <input type="checkbox"/> MBE <input type="checkbox"/> SLBE <input type="checkbox"/> WBE <input checked="" type="checkbox"/> Not Certified            |                                                                 |
| Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.                                                                                                                                                           |                                                                 |
|                                                                                                                                                                                                                                                                                          |                                                                 |
| Company Name: <u>Citythinkers</u>                                                                                                                                                                                                                                                        |                                                                 |
| Address: <u>3812 Park Blvd. #503, San Diego, CA 92103</u>                                                                                                                                                                                                                                |                                                                 |
| Contact Name: <u>Diego Velasco</u>                                                                                                                                                                                                                                                       | Phone: <u>619-602-1699</u> Email: <u>diego@citythinkers.com</u> |
| Contractor License No.: <u>N/A</u>                                                                                                                                                                                                                                                       | DIR Registration No.: <u>N/A</u>                                |
| Sub-Contract Dollar Amount: \$ <u>N/A</u> (per year) \$ <u>N/A</u> (total contract term)                                                                                                                                                                                                 |                                                                 |
| Scope of work subcontractor will perform: <u>urban design</u>                                                                                                                                                                                                                            |                                                                 |
| Identify whether company is a subcontractor or supplier: <u>subcontractor</u>                                                                                                                                                                                                            |                                                                 |
| Certification type (check all that apply): <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input checked="" type="checkbox"/> ELBE <input type="checkbox"/> MBE <input checked="" type="checkbox"/> SLBE <input type="checkbox"/> WBE <input type="checkbox"/> Not Certified |                                                                 |
| Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit. <u>See following page.</u>                                                                                                                                |                                                                 |

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.

Richard D. Barrett, Principal

Print Name, Title

  
Signature

August 21, 2024

Date

City of San Diego  
CONTRACTOR STANDARDS  
Attachment "A"

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Richard D. Barrett, Principal

Print Name, Title

  
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|                                                                                                                                                                                                                                                                                          |                            |                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|------------------------------------------------|
| Company Name: <u>Heritage Architecture &amp; Planning</u>                                                                                                                                                                                                                                |                            |                                                |
| Address: <u>832 Fifth Avenue, San Diego, CA 92101</u>                                                                                                                                                                                                                                    |                            |                                                |
| Contact Name: <u>David Marshall</u>                                                                                                                                                                                                                                                      | Phone: <u>619-239-7888</u> | Email: <u>david@heritagearchitecture.com</u>   |
| Contractor License No.: <u>N/A</u>                                                                                                                                                                                                                                                       |                            | DIR Registration No.: <u>1001042703</u>        |
| Sub-Contract Dollar Amount: \$ <u>N/A</u>                                                                                                                                                                                                                                                |                            | (per year) \$ <u>N/A</u> (total contract term) |
| Scope of work subcontractor will perform: <u>historic preservation</u>                                                                                                                                                                                                                   |                            |                                                |
| Identify whether company is a subcontractor or supplier: <u>subcontractor</u>                                                                                                                                                                                                            |                            |                                                |
| Certification type (check all that apply): <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> ELBE <input type="checkbox"/> MBE <input checked="" type="checkbox"/> SLBE <input type="checkbox"/> WBE <input type="checkbox"/> Not Certified            |                            |                                                |
| Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit. <u>See following page.</u>                                                                                                                                |                            |                                                |
|                                                                                                                                                                                                                                                                                          |                            |                                                |
| Company Name: <u>EFS Engineering, Inc.</u>                                                                                                                                                                                                                                               |                            |                                                |
| Address: <u>P.O. Box 22370, San Diego, CA 92192-2370</u>                                                                                                                                                                                                                                 |                            |                                                |
| Contact Name: <u>Eugene F. Shank</u>                                                                                                                                                                                                                                                     | Phone: <u>858-752-3490</u> | Email: <u>skip@efs-engineering.com</u>         |
| Contractor License No.: <u>N/A</u>                                                                                                                                                                                                                                                       |                            | DIR Registration No.: <u>N/A</u>               |
| Sub-Contract Dollar Amount: \$ <u>N/A</u>                                                                                                                                                                                                                                                |                            | (per year) \$ <u>N/A</u> (total contract term) |
| Scope of work subcontractor will perform: <u>public facilities</u>                                                                                                                                                                                                                       |                            |                                                |
| Identify whether company is a subcontractor or supplier: <u>subcontractor</u>                                                                                                                                                                                                            |                            |                                                |
| Certification type (check all that apply): <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input checked="" type="checkbox"/> ELBE <input type="checkbox"/> MBE <input checked="" type="checkbox"/> SLBE <input type="checkbox"/> WBE <input type="checkbox"/> Not Certified |                            |                                                |
| Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit. <u>See following page.</u>                                                                                                                                |                            |                                                |

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.

Richard D. Barrett, Principal

Print Name, Title

  
Signature

August 21, 2024

Date

City of San Diego  
CONTRACTOR STANDARDS  
Attachment "A"

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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>City of San Diego</p>  <p><b>Small Local Business Enterprise (SLBE)<br/>Program Certification</b></p> <p>Heritage Architecture &amp; Planning, Inc.<br/><b>Small Local Business Enterprise (SLBE)</b><br/><b>Professional Services</b><br/>(NAICS: 541310)<br/>Certification Number: 11HA0327<br/><b>Effective: 8/15/2024 - 8/15/2026</b></p>  <p>Christian Silva<br/>Program Manager<br/>Equal Opportunity Contracting</p>     |
| <p>City of San Diego</p>  <p><b>Small Local Business Enterprise (SLBE)<br/>Program Certification</b></p> <p>Heritage Architecture &amp; Planning, Inc.<br/><b>Small Local Business Enterprise (SLBE)</b><br/><b>Professional Services</b><br/>(NAICS: 541310)<br/>Certification Number: 11HA0327<br/><b>Effective: 8/15/2024 - 8/15/2026</b></p>  <p>Christian Silva<br/>Program Manager<br/>Equal Opportunity Contracting</p> |

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Richard D. Barrett, Principal

Print Name, Title

  
Signature

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|                                                                                                                                                                                                                                                                               |                                                                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| Company Name: <u>RECON Environmental, Inc.</u>                                                                                                                                                                                                                                |                                                                              |
| Address: <u>3111 Camino del Rio North, Suite 600, San Diego, CA 92108-5726</u>                                                                                                                                                                                                |                                                                              |
| Contact Name: <u>Jennifer Campos</u>                                                                                                                                                                                                                                          | Phone: <u>619-308-9333 x145</u> Email: <u>jcampos@reconenvironmental.com</u> |
| Contractor License No.: <u>N/A</u>                                                                                                                                                                                                                                            | DIR Registration No.: <u>1000004306</u>                                      |
| Sub-Contract Dollar Amount: \$ <u>N/A</u> (per year) \$ <u>N/A</u> (total contract term)                                                                                                                                                                                      |                                                                              |
| Scope of work subcontractor will perform: <u>CEQA documents</u>                                                                                                                                                                                                               |                                                                              |
| Identify whether company is a subcontractor or supplier: <u>subcontractor</u>                                                                                                                                                                                                 |                                                                              |
| Certification type (check all that apply): <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> ELBE <input type="checkbox"/> MBE <input type="checkbox"/> SLBE <input type="checkbox"/> WBE <input type="checkbox"/> Not Certified            |                                                                              |
| Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit. <u>RECON is certified a small business with the California Department of General Services, See following page.</u>                             |                                                                              |
| Company Name: <u>Rhie Planning LLC</u>                                                                                                                                                                                                                                        |                                                                              |
| Address: <u>4519 Ayla Lane, Los Angeles, CA 90041</u>                                                                                                                                                                                                                         |                                                                              |
| Contact Name: <u>Chris Rhie</u>                                                                                                                                                                                                                                               | Phone: <u>860-573-4507</u> Email: <u>chris@rhieplanning.com</u>              |
| Contractor License No.: <u>N/A</u>                                                                                                                                                                                                                                            | DIR Registration No.: <u>N/A</u>                                             |
| Sub-Contract Dollar Amount: \$ <u>N/A</u> (per year) \$ <u>N/A</u> (total contract term)                                                                                                                                                                                      |                                                                              |
| Scope of work subcontractor will perform: <u>climate resiliency</u>                                                                                                                                                                                                           |                                                                              |
| Identify whether company is a subcontractor or supplier: <u>subcontractor</u>                                                                                                                                                                                                 |                                                                              |
| Certification type (check all that apply): <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> ELBE <input checked="" type="checkbox"/> MBE <input type="checkbox"/> SLBE <input type="checkbox"/> WBE <input type="checkbox"/> Not Certified |                                                                              |
| Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit. <u>See last page.</u>                                                                                                                          |                                                                              |

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.

Richard D. Barrett, Principal

Print Name, Title

  
Signature

August 21, 2024

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.

|                                                                                                                                |               |                                                         |            |
|--------------------------------------------------------------------------------------------------------------------------------|---------------|---------------------------------------------------------|------------|
| Printed on: 12/29/2023 10:13:31 AM                                                                                             |               |                                                         |            |
| To verify most current certification status go to: <a href="https://www.caleprocure.ca.gov">https://www.caleprocure.ca.gov</a> |               |                                                         |            |
|                                               |               |                                                         |            |
| <b>Office of Small Business &amp; DVBE Services</b>                                                                            |               |                                                         |            |
| <b>Certification ID:</b> 2014396                                                                                               |               | <b>Email Address:</b><br>gsisson@reconenvironmental.com |            |
| <b>Legal Business Name:</b><br>RECON Environmental, Inc.                                                                       |               | <b>Business Web Page:</b>                               |            |
| <b>Doing Business As (DBA) Name 1:</b>                                                                                         |               | <b>Business Phone Number:</b><br>619/308-9333           |            |
| <b>Doing Business As (DBA) Name 2:</b>                                                                                         |               | <b>Business Fax Number:</b>                             |            |
| <b>Address:</b><br>3111 Camino del Rio N, Ste. 600<br>San Diego<br>CA 92108                                                    |               | <b>Business Types:</b><br>Construction , Service        |            |
| <b>Certification Type</b>                                                                                                      | <b>Status</b> | <b>From</b>                                             | <b>To</b>  |
| SB                                                                                                                             | Approved      | 03/16/2023                                              | 03/31/2025 |
| SB-PW                                                                                                                          | Approved      | 12/27/2023                                              | 12/31/2025 |

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.

Richard D. Barrett, Principal

Print Name, Title

  
Signature

August 21, 2024

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.



**SUPPLIER CLEARINGHOUSE**  
**CERTIFICATE OF ELIGIBILITY**

CERTIFICATION EXPIRATION DATE: **August 8, 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:

***Rhie Planning LLC***  
***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: 23001229 **DETERMINATION DATE: August 8, 2023**

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.

Richard D. Barrett, Principal

Print Name, Title

  
Signature

August 21, 2024

Date

## EQUAL OPPORTUNITY CONTRACTING (EOC)

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

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

### BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

#### NO OTHER FORMS WILL BE ACCEPTED CONTRACTOR IDENTIFICATION

Type of Contractor: ☐ Construction ☐ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor  
☒ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company: Moore Iacofano Goltsman, Incorporated (MIG, Inc.)

ADA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): 800 Hearst Avenue

City: Berkeley County: Alameda State: CA Zip: 94710

Telephone Number: (510) 845-7549 Fax Number: (510) 845-8750

Name of Company CEO: Daniel S. Iacofano

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

Address: 401 West A Street, Suite 200

City: San Diego County: San Diego State: CA Zip: 92101

Telephone Number: (619) 682-3841 Fax Number: (619) 682-3844 Email: rickb@migcom.com

Type of Business: Professional Consulting Services Type of License: n/a

The Company has appointed: Roxanne Evanoff

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: 518 17th Street, Suite 630, Denver, CO 80202

Telephone Number: (303) 440-9200 Fax Number: \_\_\_\_\_ Email: revanoff@migcom.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 MIG, Inc.

(Firm Name)

San Diego, CA hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 21st day of August, 2024

  
(Authorized Signature)

Richard D. Barrett  
(Print Authorized Signature Name)



**WORK FORCE REPORT – Page 2**NAME OF FIRM: MIG, Inc.DATE: August 21, 2024OFFICE(S) or BRANCH(ES): Berkeley (Headquarters)COUNTY: 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<br>OCCUPATIONAL CATEGORY | (1)<br>Black or<br>African<br>American |     | (2)<br>Hispanic or<br>Latino |     | (3)<br>Asian |     | (4)<br>American<br>Indian/ Nat.<br>Alaskan |     | (5)<br>Pacific<br>Islander |     | (6)<br>White |     | (7)<br>Other Race/<br>Ethnicity |     |
|-----------------------------------------|----------------------------------------|-----|------------------------------|-----|--------------|-----|--------------------------------------------|-----|----------------------------|-----|--------------|-----|---------------------------------|-----|
|                                         | (M)                                    | (F) | (M)                          | (F) | (M)          | (F) | (M)                                        | (F) | (M)                        | (F) | (M)          | (F) | (M)                             | (F) |
| Management & Financial                  |                                        |     | 1                            |     | 1            | 1   |                                            |     |                            |     | 8            | 9   |                                 |     |
| Professional                            | 1                                      | 1   | 1                            | 2   |              | 3   |                                            |     |                            |     | 2            | 10  |                                 | 1   |
| A&E, Science, Computer                  |                                        |     |                              |     |              |     |                                            |     |                            |     |              |     |                                 |     |
| Technical                               |                                        |     |                              |     |              |     |                                            |     |                            |     | 3            |     |                                 |     |
| Sales                                   |                                        |     |                              |     |              |     |                                            |     |                            |     |              |     |                                 |     |
| Administrative Support                  |                                        |     |                              | 2   | 1            | 3   |                                            |     |                            |     |              | 3   |                                 | 1   |
| Services                                |                                        |     |                              |     |              |     |                                            |     |                            |     |              |     |                                 |     |
| Crafts                                  |                                        |     |                              |     |              |     |                                            |     |                            |     |              |     |                                 |     |
| Operative Workers                       |                                        |     |                              |     |              |     |                                            |     |                            |     |              |     |                                 |     |
| Transportation                          |                                        |     |                              |     |              |     |                                            |     |                            |     |              |     |                                 |     |
| Laborers*                               |                                        |     |                              |     |              |     |                                            |     |                            |     |              |     |                                 |     |

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

|                    |   |   |   |   |   |   |  |  |  |  |    |    |  |   |
|--------------------|---|---|---|---|---|---|--|--|--|--|----|----|--|---|
| Totals Each Column | 1 | 1 | 2 | 4 | 2 | 7 |  |  |  |  | 13 | 22 |  | 2 |
|--------------------|---|---|---|---|---|---|--|--|--|--|----|----|--|---|

**Grand Total All Employees**

**54**

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

|          |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|----------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Disabled |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|----------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

Non-Profit Organizations Only:

|                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Board of Directors |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Volunteers         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Artists            |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

**WORK FORCE REPORT – Page 2**NAME OF FIRM: MIG, Inc.DATE: August 21, 2024OFFICE(S) or BRANCH(ES): San Diego (Local & Managing Branch)COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- |                                      |                                                         |
|--------------------------------------|---------------------------------------------------------|
| (1) Black or African-American        | (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<br>OCCUPATIONAL CATEGORY | (1)<br>Black or<br>African<br>American |     | (2)<br>Hispanic or<br>Latino |     | (3)<br>Asian |     | (4)<br>American<br>Indian/ Nat.<br>Alaskan |     | (5)<br>Pacific<br>Islander |     | (6)<br>White |     | (7)<br>Other Race/<br>Ethnicity |     |
|-----------------------------------------|----------------------------------------|-----|------------------------------|-----|--------------|-----|--------------------------------------------|-----|----------------------------|-----|--------------|-----|---------------------------------|-----|
|                                         | (M)                                    | (F) | (M)                          | (F) | (M)          | (F) | (M)                                        | (F) | (M)                        | (F) | (M)          | (F) | (M)                             | (F) |
| Management & Financial                  |                                        |     |                              | 1   |              |     |                                            |     |                            |     | 4            | 4   |                                 |     |
| Professional                            |                                        |     | 1                            | 1   |              | 1   |                                            |     |                            |     | 2            | 2   |                                 |     |
| 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 |  |  | 1 | 2 |  | 1 |  |  |  |  | 6 | 6 |  |  |
|--------------------|--|--|---|---|--|---|--|--|--|--|---|---|--|--|

**Grand Total All Employees****16**

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

|          |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|----------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Disabled |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|----------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

Non-Profit Organizations Only:

|                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Board of Directors |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Volunteers         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Artists            |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

**WORK FORCE REPORT – Page 2**NAME OF FIRM: MIG, Inc.DATE: August 21, 2024OFFICE(S) or BRANCH(ES): Pasadena (Participating Branch)COUNTY: Los Angeles

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

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

|                    |  |  |   |   |  |  |  |  |  |  |   |   |  |  |
|--------------------|--|--|---|---|--|--|--|--|--|--|---|---|--|--|
| Totals Each Column |  |  | 3 | 6 |  |  |  |  |  |  | 2 | 5 |  |  |
|--------------------|--|--|---|---|--|--|--|--|--|--|---|---|--|--|

**Grand Total All Employees**

17

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

|          |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|----------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Disabled |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|----------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

Non-Profit Organizations Only:

|                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Board of Directors |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Volunteers         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Artists            |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

## AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

### CHECK ONE BOX ONLY.

- ☒ The undersigned certifies that within the past 10 years the 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: MIG, Inc.

Certified By Richard D. Barrett

Title Principal, Director of San Diego Operations

  
Signature

Date August 21, 2024

# Demonstrated Commitment to Diversity

## Company-wide Workforce Diversity

MIG has a workforce of over 265 employees, the majority of whom are women. Our demographics include approximately 32% staff who self-identified as non-white; 56% women; 1% non-binary; 1% known Veterans; 6% staff who self-identified as LGBTQ+; 4% staff who self-identified with disabilities. MIG has set goals for diversity recruitment based on our profession and regional demographics and is making strong progress towards those goals. MIG is committed to continuing to diversify our staff and recruit candidates from all backgrounds.

**MIG supports workforce diversity through the following policies and initiatives:**

### MIG'S EQUAL EMPLOYMENT OPPORTUNITY POLICY

MIG is an Equal Employment Opportunity employer. We are committed to equal treatment and opportunity in all aspects, without regard to race, creed/religion, gender, gender identity or expression, color, age, national origin, ethnicity, disability, unemployment status, veteran or military status, sex, sexual orientation, pregnancy, marital status, citizenship status, or any other category protected under the law.

MIG promotes equal opportunity in the recruitment, selection, training, transfer, layoff, compensation, promotion and benefits of all our employees.

### DIVERSITY IN CONTRACTING

As a former woman-owned business, we understand the challenges of competing as a disadvantaged business. When partnering, we look for firms that reflect the communities we serve, and the residents and businesses represented in the project. We actively engage MWESB certified firms for many of our projects, including small businesses, non-profits and community organizations in project teams. We recruit and contact M/WBE, SBE and DBE firms through existing relationships, databases, professional associations and societies, community and business organizations and conferences.

We have partnered with several community-based organizations that focus on diverse and underserved populations. Depending on the work order needs, we will actively engage with organizations to identify opportunities to work together. If the work order requires scope and schedule development, we can coordinate with community groups prior to completing the scope and schedule to ensure that it also works, to the greatest degree practicable, their expectations and availability.

### TRAINING, MENTORING, PROFESSIONAL DEVELOPMENT

MIG supervisors develop a personalized Professional Development Plan in partnership with each employee. This plan addresses training, technical skills development and professional growth. MIG staff also encourages existing staff to mentor students in planning, landscape architecture and related disciplines, including job shadowing, to introduce individuals from different backgrounds to the professional environment.

### ACTION PLAN FOR EQUITY, INCLUSION, AND JUSTICE

MIG stands with all minority communities and in solidarity with the movements against hate. We condemn hate groups, discrimination and violence in all its forms and we are committed to actively pursuing equity, inclusion and social justice. We believe it is our collective responsibility to ensure that we are all safe and have lifelong opportunities to thrive, and we particularly emphasize this need among our most vulnerable communities. After months of planning and drafting, in September 2020, MIG released to all staff the "Action Plan for Equity, Inclusion and Justice". This plan sets the course to make immediate, medium- and long-term changes, both internally and externally. It lists specific commitments, goals, approaches, and methodologies with key focus areas and actions.



## Internal Audit and Reporting System

A regular reporting and audit system has been established internally for the purpose of measuring Equal Employment Opportunity progress and preparing annual results for EEO-1 report submittal. The Director of Human Resources reviews the goals and progress monthly and periodically shares these reports to the Enterprise Leadership Team, Management Team, and the Equity Studio, or to individual leaders of the marketing team as requested.

## Internship Support

MIG periodically supports student internships depending on workload availability. We are open to discussing the prospect for projects that may result from this contract.

## Participation with Diverse Organizations

Staff members are actively engaged in local community activities and organizations outside of the work place. Some of these include:

- » American Planning Association San Diego Chapter, Members and Involvement with Awards Juries
- » California Planning Roundtable, Member
- » Downtown San Diego Partnership Placemaking, Taskforce Member

- » American Society of Landscape Architecture, Members and Emerging Professionals San Diego Chapter Co-chair
- » Design Forward Alliance Board, Secretary
- » Institute of Contemporary Art Advisory Board, Member
- » American Institute of Graphic Designers; Portfolio review of graduate students
- » Society of Design Administrators, San Diego Chapter
- » San Diego River Park Foundation River Cleanups
- » San Diego MAKE Projects
- » League of Women Voters
- » City of Carlsbad Arts Commissioner
- » San Diego Food Bank
- » Cleanup of City Heights (CDC)
- » Ocean Beach Beach Cleanup
- » YEP San Diego, Mentor
- » San Diego Youth Sports Coach





CITY OF SAN DIEGO

# As-Needed Planning Multi-Disciplinary Consultant Services

RFP #10090174-25-D | Proposal | August 21, 2024



401 W A Street, Suite 200 | San Diego, CA 92101  
(619) 682-3841 | [www.migcom.com](http://www.migcom.com)

In association with:

Pendoley Strategies + Communications | Intersecting Metrics | Kittelson & Associates  
Keyser Marston Associates | HR&A Advisors | Citythinkers | Heritage Architecture & Planning  
EFS Engineering | RECON | Rhie Planning







August 21, 2024

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Damian Singleton  
Senior Procurement Contracting Officer  
City of San Diego  
Purchasing and Contracting Department  
1200 Third Avenue, Suite 200  
San Diego, CA 92101

***RE: Proposal for As-Needed Planning Multi-Disciplinary Consultant Services for the City Planning Department, Solicitation Number 10090174-25-D***

Dear Mr. Singleton and Selection Committee Members:

The City of San Diego continues to make many significant improvements as it transforms from a city of distinct, but disconnected, neighborhoods to a City of Villages. Balancing the mix of housing, employment centers, open spaces, and visitor destinations—all tied together with excellent transit service and other mobility options—will be critical to achieving the vision set forth in the General Plan (Blueprint San Diego), as well as the City Planning Department's Fiscal Year 2024 Work Program and other key initiatives.

Our team's expertise closely aligns with the City's Strategic Plan priorities, which are:

- » Creating Homes For All of Us
- » Protecting and Enriching Every Neighborhood
- » Advancing Mobility and Infrastructure
- » Championing Sustainability
- » Fostering Regional Prosperity

For this As-Needed Multidisciplinary Planning Services contract, the MIG San Diego office will serve as the primary consultant and leader of all task orders. The experience of MIG's multidisciplinary staff spans from Strategic Plans through Community Plan Updates, Master Plans, Specific Plans, Objective Design Standards, Zoning Regulations, Detailed Design Guidelines, and Housing Policy. Our work is focused on urban design and planning, including a concentration on transit-oriented development and sustainable and equitable design. We take great pride in taking planning projects from vision through reality that focus on:

- » Building consensus through active listening and inclusive community engagement
- » Developing a strategic framework for land use planning and urban design
- » Balancing the needs of pedestrians, cyclists, and motor vehicles
- » Designing implementable projects and identifying funding mechanisms
- » Communicating plans and implementation strategies in user-friendly formats
- » Creating plans that become buildable projects

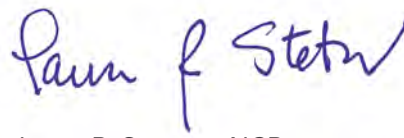
The MIG Team includes partners and colleagues with whom we have an extensive and successful record of collaboration. In addition to MIG's in-house project administration, community outreach and engagement, land use, urban design, and urban greening specialists, our team includes experts who bring additional experience and insights into San Diego's special qualities: Andy Pendoley of **Pendoley Strategies + Communications** (community outreach and engagement); Stephen Cook of **Intersecting Metrics** and Mychal Loomis of **Kittelson & Associates** (mobility); Paul Marra of **Keyser Marston Associates** and Connie Chung of **HR&A Advisors** (economic analysis); Diego Velasco of **Citythinkers** (urban design); David Marshall of **Heritage Architecture & Planning** (historic preservation); Skip Shank of **EFS Engineering** (public facilities); Jennifer Campos of **RECON** (CEQA documents); and Chris Rhie of **Rhie Planning** (climate resilience).

We are most excited to have this opportunity to work with the City of San Diego and community residents citywide to continue to shape and achieve desired change. Please call or email either Rick Barrett or Laura Stetson with any questions.

Sincerely,



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## Exceptions

MIG, Inc., has reviewed this RFP and Attachments and we have no exceptions.

## Contractor Standards Pledge of Compliance Form

Per the proposal submission requirements, MIG's Contractor Standards Pledge of Compliance Form is submitted separately.

## Equal Opportunity Contracting Forms

Per the proposal submission requirements, MIG's Equal Opportunity Contracting Forms, including the Work Force Report and Contractors Certification of Pending Actions, are submitted separately.







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## Tab B – Executive Summary and Response

### Executive Summary

For fiscal year 2024, the City Planning Department adopted an ambitious, far-reaching work program, one that touches all neighborhoods as it implements the Mayor's Strategic Plan and the Department's Tactical Equity Plan. While many programs will conclude in 2024, others will extend into 2026 and beyond. Development of subsequent years' work programs will continue to define the forward-thinking plans San Diego will pursue to grow sustainably and consistently with Blueprint SD objectives, maintaining its status as America's Finest City.

Equity represents the lens through which the City is crafting and implementing all of its planning initiatives, and equity will continue to guide the inclusive public engagement woven into every program. MIG has centered equity in our projects since the firm's founding 42 years ago, when we designed public play spaces that brought children with and without disabilities into the same environment. Today, our multidisciplinary firm of planners, urban designers, landscape architects, scientists, engineers, and communications specialists includes an Equity Studio consisting of professionals from all MIG disciplines who ensure that every project advances racial and social equity.

In this proposal, we illustrate how MIG's philosophy, approach, and management expertise will be applied to the following on-call disciplines:

1. **Project Administration**
2. **Community Outreach and Engagement**
3. **Land Use**
4. **Mobility**
5. **Economic Analysis**
6. **Urban Design**
7. **Historic Preservation**
8. **Public Facilities**
9. **Urban Greening**
10. **CEQA Documents**
11. **Climate Resilience**

MIG is a 260-person firm capable of providing the diverse services the Department anticipates needing to complement the skills of its staff. The San Diego-based leadership team of Principals **Rick Barrett** and **Laura Stetson** will direct the team's work and actively participate in all assignments. Rick has more than 25 years of experience leading San Diego projects from concept through construction. Laura contributes 35 years as a professional planner and the perspective of having worked in cities throughout California. Key projects that demonstrate our creativity and innovation include the San Diego 5th Street Promenade, reimagining State Street in Santa Barbara, the Poway Road Specific Plan, and Los Angeles County's Equity in Infrastructure initiative.

Our team includes local experts from firms who bring additional experience and insights into San Diego's special qualities: Andy Pendoley of **Pendoley Strategies + Communications** (engagement); Stephen Cook of **Intersecting Metrics** and Mychal Loomis of **Kittelson & Associates** (mobility); Paul Marra of **Keyser Marston Associates** and Connie Chung of **HR&A Advisors** (economic analysis); Diego Velasco of **Citythinkers** (urban design); David Marshall of **Heritage Architecture & Planning** (preservation); Skip Shank of **EFS Engineering** (infrastructure); Jennifer Campos of **RECON** (CEQA); and Chris Rhie of **Rhie Planning** (sustainability and resiliency).

As demonstrated in this proposal, the collective San Diego work of the MIG Team spans multiple communities, neighborhoods, and scales, from urban to suburban and infill to greenfield, as well as projects on the San Diego Bay, the San Diego River, and in the canyons. We know and live in the communities that will benefit from thoughtful and inclusive planning, design, and community conversations. In addition, MIG will leverage our national award-winning expertise in land use planning, zoning, streetscapes, urban design, GIS applications, placemaking, parks, and community engagement.

This proposal outlines our experience and technical competence, our proposed methodology to complete the work, our knowledge and understanding of the local environment, information on our complete project team (including roles and resumes), and the EOCP Contracting program requirements, which includes forms and statements.

## About the MIG Team

We have carefully assembled a team comprised of thought leaders, strategists, and experts in multiple disciplines who pair local knowledge with statewide, national, and international expertise. Our subconsultant team members include community engagement specialists; transportation planners and engineers; land use economists and economic development strategists; architects and urban designers; and environmental planners and analysts, with whom we have longstanding relationships.

### MOORE IACOFANO GOLTSMAN, INCORPORATED (MIG, INC.)

**Prime Consultant: Project Administration, Community Outreach and Engagement, Land Use, Urban Design, and Urban Greening**

**MIG, Inc.**, improves, adapts, and creates organizations, environments, and tools for human development. We are a community of designers, planners, engineers, scientists, and storytellers who engage people in creative problem-solving and collective action. We believe that the physical and social environment around us have a profound impact on our lives, and this belief shapes the principles that guide our work:

- » Communities can plan their own futures.
- » The world needs an ecological perspective.
- » Great projects work for everyone.
- » Elegant design inspires new thinking.
- » Every project presents an opportunity to advance racial and social equity.
- » All work must be context driven.

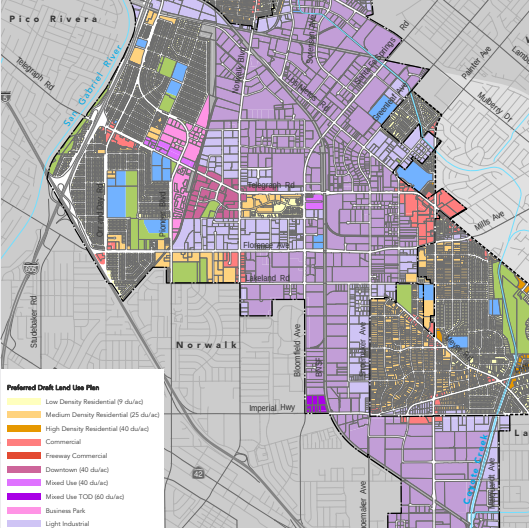
**MIG is at the forefront of innovation.** We are leading local, regional, and national planning and design initiatives to ensure accessibility and equity; engage, educate, and empower people through participatory processes; facilitate strategy development for social change; create playful and inclusive communities; reimagine streets and repurpose infrastructure; revitalize cities and restore ecosystems; and promote environmental stewardship by recognizing that the health of the natural and built world is mutually dependent.



**Land Use Planning and Urban Design.** As a full-service planning and design firm, MIG has served public and private clients of every size and jurisdiction for over four decades—from cities, counties, and special districts to regulatory agencies and developers. Our dedicated staff has the background and experience to prepare plans and design documents for a wide variety of projects, including site-specific infrastructure, residential, institutional, mixed-use, and transit-oriented developments; downtowns and streetscapes; and broader policy initiatives like specific, comprehensive, and regional plans, as well as open space and parks master plans.

MIG offers a unique combination of community planning, urban design, and public engagement expertise that brings community interests together to frame land use, transportation, and urban design issues. We have a successful track record in preparing General Plans, Community Plans, Specific Plans, and Zoning Codes that can advance a community's sustainability, livability, and economic vibrancy. We strive to conduct land use planning in a highly interactive process involving key constituent groups. This process generates a clear and collective vision of development and growth that serves as an inspirational expression of future possibilities and an overarching framework for implementation. Our approach is based on a thorough understanding of existing conditions and guiding regulations, efficiency, accuracy in information gathering and analysis, creativity, and innovation in collaborative problem-solving and strategic development.





**GIS Analysis and Mapping.** MIG has the technical and analytical capability to perform a variety of GIS analyses, including land use modeling, site suitability analysis, holding capacity and buildout analysis, data collection and conversion, database creation, and natural resource mapping. We have extensive experience using the ArcGIS family of software products and have an in-depth knowledge of ArcMap, Spatial Analyst, and 3D Analyst. We maintain an extensive database of up-to-date geospatial information. MIG incorporates GIS mapping and analysis into all of the services we provide. We analyze GIS data for baseline studies and alternatives analysis. We prepare small maps for documents and reports and large-scale maps for use in our public participation efforts.

**Visualizations.** MIG's in-house multidisciplinary team includes seasoned professionals with exceptional qualifications in web technology, 3D/AR/VR visualization, UI/UX design, environmental graphic design, exhibit and interpretive design, and strategic communications. MIG has award-winning qualifications in translating technical and educational content into transformative digital communication strategies, websites, animations, exhibits, and visualizations. We deeply understand the dynamics of communications and human behavior. Equally important, we are adept at melding this understanding with storytelling, design, and technology to deliver state-of-the-art digital educational experiences and web applications.

**ReStreets.** We are fundamentally rethinking America's streets. What if streets are designed for living, along with driving? What if they accommodate people of all ages and abilities, in a wide variety of activities, promoting healthy urban living, social interaction, business, and environmental regeneration?

From our over 40 years of experience in public realm planning, design, and placemaking, as well as the reStreets Initiative, MIG released *Streets Reconsidered: Inclusive Design for the Public Realm* in 2019. *Streets Reconsidered* pushes beyond the current complete streets standards, focusing on the planning, design, and construction of streets as a method for improving our built environment for everyone. The book is organized by the functions of a street: mobility, commerce, social gathering, play and recreation, urban agriculture, green infrastructure, and image and identity.

**Public Realm, Parks, and Play Spaces.** MIG's design approach evolves out of an interaction with the place. Our designs tell a unique story specific to the site's context. MIG utilizes the idea of placemaking, which is more than an assemblage of buildings, plantings, and public spaces. Placemaking intentionally encourages social interaction and community identity to create meaningful spaces. It develops places where individuals feel like integral participants in their surroundings.

MIG designs parks and public realm spaces to become a central element in communities, creating a sense of place, fostering community identity, and bringing families and people of all ages and abilities together in a dynamic environment. MIG has researched and documented how appropriate design and programming can support children and youth's developmental and educational needs. We find the greatest satisfaction in creating places where young people exercise their minds and bodies in countless adventures. The environments we have created serve as educational resources, providing play and learning opportunities through direct contact with the natural world.



Since our founding, MIG has been an unabashed advocate for the power of play and MIG's **Play Studio**—a dedicated team of experts advancing this work throughout the firm—recognizes play's crucial role in human development, how it contributes to the health of children and families, and how it builds connections to place and to each other. MIG has served as a national leader in the research, design, programming, implementation, and advocacy of innovative outdoor play areas.

**Public Engagement.** MIG is known for effectively communicating complex issues to key stakeholders, businesses and the public, enabling them to actively participate in policy, planning and design processes and make informed decisions that impact every aspect of their lives. We design and implement multilevel community engagement processes and social marketing efforts aimed at increasing public understanding and participation in local planning processes.

The depth of our expertise encompasses outreach and engagement in every form—in-person, written, visual, and electronic—combined with exceptional skills in facilitation and consensus building. MIG has designed and led outreach and education programs encompassing large festivals, pop up events, tactical urbanism, walking tours, and speaker's bureaus. We have experience working with elected officials, community leaders, business representatives, and other stakeholders to assess potential issues and opportunities that can shape the community engagement process. Using videoconferencing and companion applications, our virtual meetings engage all participants and include features that promote problem-solving, collaboration, and decision-making.

Our award-winning strategic communications and graphic design team creates and produces materials and media that not only please the eye, but leave a lasting impression across all formats: print, internet and video. Our approach is based on a thorough understanding of multiple objectives and needs; efficiency and accuracy in information gathering and sharing; and creativity and innovation in communications and collaboration.

**Diversity, Equity, and Inclusion.** At MIG, we work with people and systems to break down the profound inequities that persist and to address the symptoms and root causes of the problem. Our goal is impact: transformative change that creates equitable outcomes in the communities where we live, work, and play.

We launched the **MIG Equity Studio** in 2018 to advance cross-discipline approaches and solutions to accelerate progress towards equity of opportunity, and to infuse equity across all MIG service areas. This was a commitment to internal change and to advancing equity, justice, and inclusion in our work with communities and clients.

In September 2020, we released the *MIG Action Plan for Racial Equity, Justice, and Inclusion*, with strategies and actions, timelines, and responsibilities for implementing change across the firm. The Action Plan includes immediate-, medium-, and long-term changes. MIG has shared lessons learned and best practices from our own collective efforts and research with other groups and organizations, such as cities, nonprofits, collective action groups, and large government agencies, to assist them in transforming their own cultures.





**Accessibility.** MIG has built its interdisciplinary practice around building consensus and fostering a process that engages the community. We are one of the only firms that practices landscape architecture and has an in-house **Accessibility Studio**. Because we believe that everyone should be able to fully participate in life, we incorporate accessibility and universal design concepts into every project we do.

#### PENDOLEY STRATEGIES + COMMUNICATIONS

##### Subconsultant: Community Outreach and Engagement

**Pendoley Strategies + Communications (PSC)** provides strategic planning and community and stakeholder engagement in the public, private, and nonprofit sectors. **A certified SLBE/ELBE**, PSC designs and leads processes that harness the collective wisdom, experiences, and passions of a team or community to create impactful change and results. PSC's approach emphasizes hands-on, interactive, and powerful collaborations that are grounded in data and research and shared understandings among participants, and that create forward-thinking and practical plans and outcomes.

#### INTERSECTING METRICS

##### Subconsultant: Mobility

**Intersecting Metrics** is a San Diego-based transportation engineering, mobility planning, and public facilities financing firm that was established in 2021. Intersecting Metrics brings a data-focused approach to solving complex problems, which allows the firm to establish unique and innovative methods in its analysis. Intersecting Metrics works closely with its clients to understand their transportation needs, so the firm is able to effectively develop smart and sustainable solutions that provide efficient mobility for all.

**A certified SLBE/ELBE**, Intersecting Metrics provides a variety of mobility-related services including multimodal planning, transportation impact analysis, operations analysis, peer review, and project management. The firm also provides services related to public facilities financing, including fee program development, nexus studies, financial projections, and fee program evaluations. Founding Principal Stephen Cook has provided transportation engineering and public facilities financial services to the San Diego region since 2001.

#### KITTELSON & ASSOCIATES, INC.

##### Subconsultant: Mobility

**Kittelson & Associates, Inc. (Kittelson)** provides comprehensive transportation planning, engineering, and research services to government and private organizations. Founded in 1985, Kittelson is a national firm comprised of over 300 professionals in 26 offices across the US. Early adopters of a "one firm, many locations" philosophy, Kittelson has always prioritized providing the right staff to meet client needs, regardless of where they are physically located.

Kittelson recognizes that healthy, sustainable societies depend on safe and efficient multimodal transportation that is cost-effective to create, operate, enhance, and use over time. As pioneers in the integration of transportation and land use, the firm has long understood the need to apply context to transportation decisions to produce integrated and innovative solutions that achieve sustainable community goals. At Kittelson, staff approach every project with a results-oriented, outcome-based, and real-world practitioner mentality, all while combining the latest in national research and industry standards.

## KEYSER MARSTON ASSOCIATES, INC.

### Subconsultant: Economic Analysis

**Keyser Marston Associates, Inc. (KMA)** is a multidisciplinary real estate and economic advisory firm founded in 1973. From its offices in San Diego, Los Angeles, and Berkeley, KMA has served over 700 clients on more than 2,500 projects. Public-sector clients include nearly every major municipality in California, housing authorities, transit districts, counties, special districts, port authorities, and colleges and universities. **A certified SBE**, 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.

## HR&A ADVISORS, INC.

### Subconsultant: Economic Analysis

**HR&A Advisors, Inc. (HR&A)**, helps local governments understand economic drivers, trends, and the direction of the market in cities across the country. HR&A brings tools and strategies to develop a detailed picture of local and regional economies today and recommend strategies to strengthen or change this direction to move toward a more equitable economy in the future. Recommendations are grounded in rigorous analysis, with market analysis and real estate economics providing a foundation for many of its projects. As demonstrated in the firm's work on the Broadway Corridor framework, an understanding of the market and project-specific financial feasibility is at the core of HR&A's real estate advisory work and all public-private partnerships staff work on. This can include exploring the tradeoffs and benefits that may result from a project, which informs recommendations for development concepts, deal structures, partnership strategies, and communication with partners and public stakeholders.

HR&A has used this type of analysis to provide an understanding of housing conditions in a region, provide context to help preserve affordable housing, provide strategic analysis of real estate assets, and understand overall development potential and value on a site for various purposes including value capture, disposition, and public-private partnership. HR&A developed a parcel-level inventory for all subsidized and naturally-affordable housing in San Diego and developed financial analyses and policy recommendations to guide the City's preservation efforts in collaboration with the National Housing Trust. The recommendation framework outlined policy tools, capacity-building, and financing sources to support preservation activities, as well as a review of nationwide best practices for preservation in comparable jurisdictions.



An understanding of market conditions and drivers informs HR&A's policy analysis and informs actionable recommendations in local, citywide, and regional planning efforts. The firm has a national practice analyzing the actual and potential impacts of economic development policies and recommending strategies to achieve public-sector goals. In Indianapolis, HR&A conducted a review of existing commercial incentives and developed proposed policy changes to align incentives with the City's goals. HR&A has performed similar work in Cincinnati and New Orleans. Such work introduces an analytical framework for decision-making and responsible policy development that can be used to shape policies alongside agency goals.

## CITYTHINKERS

### Subconsultant: Urban Design

**Citythinkers** is an integrated and multidisciplinary planning, urban design, and outreach firm whose central mission is to build a better city. Based in San Diego, with 25 years of experience in the fields of planning, housing, and design, the firm's work ranges in scale and scope from General Plans to Community Plans, Specific Plans, Zoning Codes, Streetscape Design, Design Guidelines, Housing Design, and Community Outreach. In recent years, Citythinkers has gained valuable expertise in Community Resiliency Planning. The firm leaders' background in architecture (focused on urban, infill housing, and mixed-use) informs the planning practice and enriches each planning project with "real-world true-testing" of bold ideas and visionary thinking.

Citythinkers has a proven track record of successful work and collaboration on multiple City of San Diego projects, including almost all recent community plan updates in the city, housing incentive programs (such as Complete Communities), the Hillcrest LGBTQ+ Cultural District, and the Coastal Resilience Master Plan, to name a few. **A certified SLBE/ELBE**, the firm has a close and productive working relationship with City Planning Department staff and works easily across multiple teams.





Complementing MIG's planning and design services, Citythinkers' core services include:

- » Urban Design and Design Guidelines
- » Zoning Codes and Supplemental Development Regulations
- » Policy and Land Use Planning
- » Community Resilience Planning
- » Affordable Housing Design
- » Prototyping and Site Feasibility
- » 3D Visualizations and Renderings

## HERITAGE ARCHITECTURE & PLANNING

### Subconsultant: Historic Preservation

**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. Having resided in San Diego since its inception with locations in the historic Gaslamp Quarter and Mission Valley, this **San Diego-certified SLBE and State-certified SBE** has specialized in a wide variety of projects working directly and indirectly with public agencies including the City of San Diego.

Heritage has executed projects in the fields of renovation, restoration, rehabilitation, preservation, reconstruction, conservation, stabilization, historical surveys, and preservation planning. Each of these projects has served to broaden the firm's technical expertise. Research, identification, evaluation, and recordation of historical properties, both for individual resources as well as neighborhoods and large complexes, is the essential foundation and first step in preservation planning.

Through historical analysis within the context of each community, a framework is provided for carrying out community goals and priorities for future planning efforts in a logical, efficient, and effective manner that is consistent with the City's overall general plan. Further, Heritage's Secretary of the Interior-qualified staff members have extensive experience in identifying and nominating buildings and historic districts to the local, state, and national historic registers and landmark listings, and they have completed many technical reports for environmental clearances through CEQA, NEPA, and Section 106.

Restoration and stabilization programs have also been developed for myriads of historic building types, including high-rises, hotels, depots, courthouses, civic buildings, libraries, houses, and barns. As such, Heritage has a refined understanding of almost every variation of building scale, type, and use. Many of these involved commercial, mixed-use, industrial, and warehouse property types in historic neighborhoods and downtown/Main Street communities where revitalization was key. In addition, the firm has completed Historic Structure Reports dealing with a diverse set of structural technologies, including masonry, concrete, steel, wood frame, and adobe.

Heritage is familiar with San Diego's Historic Preservation Planning goals and efforts to stabilize neighborhoods, promote cultural heritage tourism, and contribute to vibrant, diverse, and dynamic urban landscapes within the city. The firm also has a working knowledge of the City's Land Development Code and local designation criteria and the representative City Guidelines and Report Submittal requirements.

## EFS ENGINEERING

### Subconsultant: Public Facilities

**EFS Engineering, Inc. (EFS)**, provides specialty engineering consulting services to public agencies in support of their facilities planning and financing needs, including: development impact fee programs; assessment engineering and special district consulting; user fees and rate studies; planning, economic, and feasibility studies; and project management. With over 30 years of consulting experience, EFS is well versed with the legal and practical nuances of a broad range of public facilities financing tools, and understand the importance of coordination with agency staff; city councils and county boards; community groups; major developers; property owners; property owners' engineers and attorneys; assessor and finance personnel; bond counsel; appraisers; disclosure counsel, tax collectors, and recording personnel. The firm's ability to take initial project concepts and develop a finished project is well documented throughout our experience. EFS is a **California-certified small (micro) business enterprise (SBE) and City of San Diego certified Small Local Business Enterprise and Emerging Local Business Enterprise (SLBE/ELBE)**.

## RECON

### Subconsultant: CEQA Documents

Since 1972, **RECON** has provided high-quality environmental consulting services in San Diego. **A certified Small Business**, RECON offers the City of San Diego expertise in the preparation of CEQA, 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 citywide planning and policy documents and understand the nuances of the physical, regulatory, and political landscape.

## RHIE PLANNING LLC

### Subconsultant: Climate Resilience

**Rhie Planning LLC** is an independent consultancy dedicated to urban climate and sustainability solutions. Led by Christopher Rhie, a renowned urban planner and climate consultant, the firm is committed to creating resilient, equitable pathways for cities and communities across the United States. As a **certified MBE**, Rhie Planning LLC embraces a multidisciplinary approach, emphasizing authentic engagement and strategic interventions to drive systemic change.

With extensive experience in urban planning, public policy, and environmental management, we advocate for sustainable urban development and draw upon a professional track record of successful and innovative projects with municipal governments across the United States, including New York City's first comprehensive environmental justice report and the award-winning Los Angeles Countywide Sustainability Plan. In 2021, founder Chris Rhie led the geospatial and energy analysis for the San Diego County Renewable Energy Overlay District Study.

## Experience Completing Similar Consultant Efforts

The MIG Team's dedicated planners, designers, engineers, economists, and engagement specialists work on a wide range of projects ranging from citywide visioning and comprehensive planning to downtown revitalization and public realm design projects for communities large and small across North America. Utilizing a variety of innovative tools including interactive and web-based land use exercises, GIS mapping and analysis, computer visualizations, and infographics, MIG engages diverse stakeholders and builds consensus to ensure that the end result is a successfully implemented plan and design. The tables and project examples on the following pages highlight our team's experience completing similar consultant efforts.

**MIG TEAM SIMILAR PROJECTS**

| MIG TEAM SIMILAR PROJECTS                                                                                   | Project Administration/<br>Project Management | Community Outreach<br>& Engagement | Public Engagement<br>Events & Activities | Stakeholder Facilitation<br>with Diverse Groups | Strategic<br>Communications | Land Use Planning<br>Best Practices | Scenario Planning | Community Plans<br>Updates & Amendments | GIS Analysis &<br>Mapping | Mobility & Connectivity | Multimodal Mobility<br>Concepts &<br>Improvements | Economic Analysis &<br>Feasibility | Market Analysis | Real Estate, Housing<br>& Employment Trends | Urban Design | Conceptual Building,<br>Massing, Public Space<br>& Streetscape Design | Visualizations &<br>Simulations | Historic Preservation | Surveys & Statements | Urban Greening | Stormwater & Green<br>Street Infrastructure | Urban Forest & Street<br>Trees Palette | Public Facilities | Infrastructure Planning | CEQA Documents | CEQA Documents,<br>Technical Reports &<br>Analysis | Climate Resilience<br>Planning & Analysis | Vulnerability &<br>Risk Assessments,<br>Adaptation Plans,<br>Design Guidelines | Climate Hazard Data<br>& Spatial Analysis |  |
|-------------------------------------------------------------------------------------------------------------|-----------------------------------------------|------------------------------------|------------------------------------------|-------------------------------------------------|-----------------------------|-------------------------------------|-------------------|-----------------------------------------|---------------------------|-------------------------|---------------------------------------------------|------------------------------------|-----------------|---------------------------------------------|--------------|-----------------------------------------------------------------------|---------------------------------|-----------------------|----------------------|----------------|---------------------------------------------|----------------------------------------|-------------------|-------------------------|----------------|----------------------------------------------------|-------------------------------------------|--------------------------------------------------------------------------------|-------------------------------------------|--|
| MIG, Inc.                                                                                                   |                                               |                                    |                                          |                                                 |                             |                                     |                   |                                         |                           |                         |                                                   |                                    |                 |                                             |              |                                                                       |                                 |                       |                      |                |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| University Community Plan Update, San Diego                                                                 | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 | ●                                       | ●                         | ●                       | ●                                                 | ●                                  | ●               | ●                                           | ●            | ●                                                                     | ●                               |                       |                      | ●              |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| Clairemont Community Plan Urban Design Element, San Diego                                                   | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 | ●                                       | ●                         | ●                       | ●                                                 | ●                                  | ●               | ●                                           | ●            | ●                                                                     | ●                               |                       |                      | ●              |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| Fallbrook Village Vision Plan and Sub-Area Plan, San Diego County                                           | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 | ●                                       | ●                         | ●                       | ●                                                 | ●                                  | ●               | ●                                           | ●            | ●                                                                     | ●                               |                       |                      | ●              |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| Charlotte Future 2040 Comprehensive Plan, Charlotte, NC**                                                   | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 | ●                                       | ●                         | ●                       | ●                                                 | ●                                  | ●               | ●                                           | ●            | ●                                                                     | ●                               |                       |                      | ●              |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| San Antonio Comprehensive Plan & SA Tomorrow Area Plans, San Antonio, TX*                                   | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 | ●                                       | ●                         | ●                       | ●                                                 | ●                                  | ●               | ●                                           | ●            | ●                                                                     | ●                               |                       |                      | ●              |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| Barrio Logan Community Plan Update, San Diego                                                               | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 | ●                                       | ●                         | ●                       | ●                                                 | ●                                  | ●               | ●                                           |              |                                                                       |                                 |                       |                      |                |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| Blueprint San Diego, San Diego                                                                              | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 | ●                                       | ●                         | ●                       | ●                                                 | ●                                  | ●               | ●                                           |              |                                                                       |                                 |                       |                      |                |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| Spaces as Places Design Manual, San Diego                                                                   | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 | ●                                       | ●                         |                         |                                                   |                                    |                 |                                             | ●            | ●                                                                     | ●                               |                       |                      | ●              |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| Various Objective Design Standards, San Diego County, Agoura Hills, Concord, San Carlos, and San Mateo      | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 | ●                                       | ●                         |                         |                                                   |                                    |                 |                                             | ●            | ●                                                                     | ●                               |                       |                      |                |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| Twin Oaks Community Plan Update, San Diego County                                                           | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 | ●                                       | ●                         | ●                       | ●                                                 | ●                                  | ●               | ●                                           | ●            | ●                                                                     | ●                               |                       |                      |                |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| Alpine Community Plan Implementation Phase I, San Diego County                                              | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 | ●                                       | ●                         | ●                       | ●                                                 | ●                                  | ●               | ●                                           | ●            | ●                                                                     | ●                               |                       |                      |                |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| Environmental Justice Communities Criteria, San Diego County                                                | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 | ●                                       | ●                         | ●                       | ●                                                 | ●                                  | ●               | ●                                           |              |                                                                       |                                 |                       |                      |                |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| Development Feasibility Study, San Diego County                                                             | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 | ●                                       | ●                         | ●                       | ●                                                 | ●                                  | ●               | ●                                           |              |                                                                       |                                 |                       |                      |                |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| Downtown San Diego Mobility Study, San Diego                                                                | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 | ●                                       | ●                         | ●                       | ●                                                 | ●                                  | ●               | ●                                           | ●            | ●                                                                     | ●                               |                       |                      |                |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| Fifth Avenue Promenade, San Diego                                                                           | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 | ●                                       | ●                         | ●                       | ●                                                 |                                    |                 |                                             | ●            | ●                                                                     | ●                               |                       |                      | ●              |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| 14th Street Promenade, San Diego                                                                            | ●                                             | ●                                  | ●                                        | ●                                               | ●                           |                                     |                   |                                         |                           | ●                       | ●                                                 |                                    |                 |                                             | ●            | ●                                                                     | ●                               |                       |                      | ●              |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| State Street Master Plan, Santa Barbara                                                                     | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 | ●                                       | ●                         | ●                       | ●                                                 | ●                                  | ●               | ●                                           | ●            | ●                                                                     | ●                               |                       |                      | ●              | ●                                           | ●                                      |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| Manhattan Beach Outdoor Dining Program, Manhattan Beach                                                     | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 | ●                                       | ●                         |                         |                                                   |                                    |                 |                                             | ●            | ●                                                                     | ●                               |                       |                      | ●              | ●                                           | ●                                      |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| Broadway Manchester Streetscape Equity Project, Los Angeles                                                 | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 | ●                                       | ●                         | ●                       | ●                                                 |                                    |                 |                                             | ●            | ●                                                                     | ●                               |                       |                      | ●              |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| Great Streets Corridors, Challenge & Vision Zero Evaluation, Los Angeles                                    | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 | ●                                       | ●                         | ●                       | ●                                                 |                                    |                 |                                             | ●            | ●                                                                     | ●                               |                       |                      | ●              |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| Poway Road Corridor Specific Plan, Poway                                                                    | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 | ●                                       | ●                         | ●                       | ●                                                 | ●                                  | ●               | ●                                           | ●            | ●                                                                     | ●                               |                       |                      | ●              | ●                                           | ●                                      |                   |                         | ●              | ●                                                  |                                           |                                                                                |                                           |  |
| Carlsbad Growth Management Plan, Carlsbad                                                                   | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 | ●                                       | ●                         | ●                       | ●                                                 | ●                                  | ●               | ●                                           |              |                                                                       |                                 |                       |                      | ●              |                                             |                                        |                   |                         |                | ●                                                  | ●                                         |                                                                                |                                           |  |
| Downtown Tulare Master Plan Update, Tulare                                                                  | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 | ●                                       | ●                         |                         |                                                   | ●                                  | ●               | ●                                           | ●            | ●                                                                     | ●                               | ●                     | ●                    |                |                                             |                                        |                   |                         |                | ●                                                  | ●                                         |                                                                                |                                           |  |
| San Francisco Civic Center Historic Survey and Report, San Francisco                                        | ●                                             |                                    |                                          |                                                 |                             |                                     |                   |                                         |                           |                         |                                                   |                                    |                 |                                             |              |                                                                       |                                 | ●                     | ●                    |                |                                             |                                        |                   |                         | ●              | ●                                                  |                                           |                                                                                |                                           |  |
| Historic Whittier Blvd Specific Plan and StoryMaps Application, Pico Rivera                                 | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 | ●                                       | ●                         | ●                       | ●                                                 | ●                                  | ●               | ●                                           | ●            | ●                                                                     | ●                               | ●                     | ●                    |                |                                             |                                        |                   |                         | ●              | ●                                                  |                                           |                                                                                |                                           |  |
| City of Whittier Planning Services                                                                          | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 | ●                                       | ●                         | ●                       | ●                                                 | ●                                  | ●               | ●                                           | ●            | ●                                                                     | ●                               |                       |                      | ●              |                                             |                                        |                   |                         | ●              | ●                                                  |                                           |                                                                                |                                           |  |
| City of Santa Fe Springs General Plan and Targeted Zoning Amendments                                        | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 | ●                                       | ●                         | ●                       | ●                                                 | ●                                  | ●               | ●                                           | ●            | ●                                                                     | ●                               |                       |                      | ●              |                                             |                                        |                   |                         | ●              | ●                                                  |                                           |                                                                                |                                           |  |
| San José Urban Villages Plans, San José                                                                     | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 | ●                                       | ●                         | ●                       | ●                                                 | ●                                  | ●               | ●                                           | ●            | ●                                                                     | ●                               |                       |                      | ●              |                                             |                                        |                   |                         | ●              | ●                                                  |                                           |                                                                                |                                           |  |
| Burlingame General Plan, ePlan, and Zoning Update, Burlingame                                               | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 | ●                                       | ●                         | ●                       | ●                                                 | ●                                  | ●               | ●                                           | ●            | ●                                                                     | ●                               |                       |                      | ●              |                                             |                                        |                   |                         | ●              | ●                                                  |                                           |                                                                                |                                           |  |
| Bakersfield Recreation and Park Master Plan and GIS Tool, Bakersfield                                       | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 | ●                                       | ●                         |                         |                                                   |                                    |                 |                                             |              |                                                                       |                                 |                       |                      | ●              |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| Marin County Housing Element and Associated Work, Marin County                                              | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 | ●                                       | ●                         |                         |                                                   | ●                                  | ●               | ●                                           |              |                                                                       |                                 |                       |                      |                |                                             |                                        |                   |                         | ●              | ●                                                  |                                           |                                                                                |                                           |  |
| Los Angeles County Department of Parks and Recreation Parks Needs Assessment Plus (PNA+)                    | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 | ●                                       | ●                         |                         |                                                   |                                    |                 |                                             | ●            | ●                                                                     | ●                               |                       |                      | ●              |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| Los Angeles County Community Forest Management Plan Community Engagement, Stakeholder, and CBO Facilitation | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 | ●                                       | ●                         |                         |                                                   |                                    |                 |                                             |              |                                                                       |                                 |                       |                      | ●              |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| Anaheim Urban Greening and Pedestrian Connectivity, Anaheim                                                 | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 | ●                                       | ●                         | ●                       | ●                                                 |                                    |                 |                                             | ●            | ●                                                                     | ●                               |                       |                      | ●              |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| Millenia Public ROW Improvements, Chula Vista                                                               | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 | ●                                       | ●                         | ●                       | ●                                                 |                                    |                 |                                             | ●            | ●                                                                     | ●                               |                       |                      | ●              | ●                                           | ●                                      |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| Los Angeles County Equity in Infrastructure Initiative                                                      | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 | ●                                       | ●                         | ●                       | ●                                                 | ●                                  | ●               | ●                                           | ●            | ●                                                                     | ●                               |                       |                      | ●              |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| 21st Street Green Infrastructure & Storm Water Management, Paso Robles                                      | ●                                             | ●                                  | ●                                        | ●                                               | ●                           |                                     |                   |                                         |                           | ●                       | ●                                                 |                                    |                 |                                             | ●            | ●                                                                     | ●                               |                       |                      | ●              | ●                                           | ●                                      |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| Blueprint Denver and Comprehensive Plan, Denver, CO*                                                        | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 | ●                                       | ●                         | ●                       | ●                                                 | ●                                  | ●               | ●                                           | ●            | ●                                                                     | ●                               |                       |                      | ●              |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| Pendoley Strategies + Communications                                                                        |                                               |                                    |                                          |                                                 |                             |                                     |                   |                                         |                           |                         |                                                   |                                    |                 |                                             |              |                                                                       |                                 |                       |                      |                |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| Monte Vista Affordable Housing Project, San Diego                                                           | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   |                   |                                         |                           |                         |                                                   |                                    |                 | ●                                           |              |                                                                       |                                 |                       |                      |                |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| County of San Diego Let’s Talk Housing Workshops, San Diego                                                 | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   |                   |                                         |                           |                         |                                                   |                                    |                 | ●                                           |              |                                                                       |                                 |                       |                      |                |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| Child and Youth Master Plan, San Diego                                                                      | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   |                   |                                         |                           |                         |                                                   |                                    |                 | ●                                           |              |                                                                       |                                 |                       |                      |                |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| Downtown San Diego Mobility Study Engagement, San Diego                                                     | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   |                   |                                         |                           | ●                       | ●                                                 | ●                                  | ●               | ●                                           |              |                                                                       |                                 |                       |                      |                |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| Barrio Logan Community Plan Update Engagement, San Diego                                                    | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 | ●                                       |                           | ●                       | ●                                                 | ●                                  | ●               | ●                                           |              |                                                                       |                                 |                       |                      |                |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |

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## MIG TEAM SIMILAR PROJECTS

|                                                                                                               | Project Administration/<br>Project Management | Community Outreach<br>& Engagement | Public Engagement<br>Events & Activities | Stakeholder Facilitation<br>with Diverse Groups | Strategic<br>Communications | Land Use Planning<br>Best Practices | Scenario Planning | Community Plans<br>Updates & Amendments | GIS Analysis &<br>Mapping | Mobility & Connectivity | Multimodal Mobility<br>Concepts &<br>Improvements | Economic Analysis &<br>Feasibility | Market Analysis | Real Estate, Housing<br>& Employment Trends | Urban Design | Conceptual Building,<br>Massing, Public Space<br>& Streetscape Design | Visualizations &<br>Simulations | Historic Preservation | Surveys & Statements | Urban Greening | Stormwater & Green<br>Street Infrastructure | Urban Forest & Street<br>Trees Palette | Public Facilities | Infrastructure Planning | CEQA Documents | CEQA Documents,<br>Technical Reports &<br>Analysis | Climate Resilience<br>Planning & Analysis | Vulnerability &<br>Risk Assessments,<br>Adaptation Plans,<br>Design Guidelines | Climate Hazard Data<br>& Spatial Analysis |  |
|---------------------------------------------------------------------------------------------------------------|-----------------------------------------------|------------------------------------|------------------------------------------|-------------------------------------------------|-----------------------------|-------------------------------------|-------------------|-----------------------------------------|---------------------------|-------------------------|---------------------------------------------------|------------------------------------|-----------------|---------------------------------------------|--------------|-----------------------------------------------------------------------|---------------------------------|-----------------------|----------------------|----------------|---------------------------------------------|----------------------------------------|-------------------|-------------------------|----------------|----------------------------------------------------|-------------------------------------------|--------------------------------------------------------------------------------|-------------------------------------------|--|
| MIG TEAM SIMILAR PROJECTS                                                                                     |                                               |                                    |                                          |                                                 |                             |                                     |                   |                                         |                           |                         |                                                   |                                    |                 |                                             |              |                                                                       |                                 |                       |                      |                |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| Intersecting Metrics                                                                                          |                                               |                                    |                                          |                                                 |                             |                                     |                   |                                         |                           |                         |                                                   |                                    |                 |                                             |              |                                                                       |                                 |                       |                      |                |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| Morena Boulevard Master Plan, San Diego                                                                       | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 |                                         |                           | ●                       | ●                                                 |                                    |                 |                                             |              |                                                                       |                                 |                       |                      |                |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| Mission Boulevard Public Spaces and Active Transportation Plan, San Diego                                     | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 |                                         |                           | ●                       | ●                                                 |                                    |                 |                                             |              |                                                                       |                                 |                       |                      |                |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| Active Transportation In-Lieu Fee, San Diego                                                                  | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   |                   |                                         |                           | ●                       | ●                                                 |                                    |                 |                                             |              |                                                                       |                                 |                       |                      |                |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| Transit Priority Area Parking Standards, San Diego                                                            | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   |                   |                                         |                           | ●                       | ●                                                 |                                    |                 |                                             |              |                                                                       |                                 |                       |                      |                |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| SANDAG 2021 Regional Plan EIR, San Diego                                                                      | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 |                                         |                           | ●                       | ●                                                 |                                    |                 |                                             |              |                                                                       |                                 |                       |                      |                |                                             |                                        |                   |                         | ●              | ●                                                  |                                           |                                                                                |                                           |  |
| Kittelson & Associates, Inc.                                                                                  |                                               |                                    |                                          |                                                 |                             |                                     |                   |                                         |                           |                         |                                                   |                                    |                 |                                             |              |                                                                       |                                 |                       |                      |                |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| City of San Diego Mobility On-Call, San Diego                                                                 | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 | ●                                       |                           | ●                       | ●                                                 |                                    |                 |                                             |              |                                                                       |                                 |                       |                      |                |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| SANDAG Request for Innovative Concepts, San Diego County                                                      | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 | ●                                       |                           | ●                       | ●                                                 |                                    |                 |                                             |              |                                                                       |                                 |                       |                      |                |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| City of Sacramento Neighborhood Connections Plan, Sacramento                                                  | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 | ●                                       |                           | ●                       | ●                                                 |                                    |                 |                                             |              |                                                                       |                                 |                       |                      |                |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| Shasta Regional Transportation Agency GoShasta Regional & GoRedding City Active Transportation Plans, Redding | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 |                                         |                           | ●                       | ●                                                 |                                    |                 |                                             |              |                                                                       |                                 |                       |                      |                |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| Keyser Marston Associates                                                                                     |                                               |                                    |                                          |                                                 |                             |                                     |                   |                                         |                           |                         |                                                   |                                    |                 |                                             |              |                                                                       |                                 |                       |                      |                |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| Mira Mesa & University Community Plan Updates, San Diego                                                      | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 | ●                                       |                           |                         |                                                   | ●                                  | ●               | ●                                           |              |                                                                       |                                 |                       |                      |                |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| Barrio Logan Community Plan Update, San Diego                                                                 | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 | ●                                       |                           |                         |                                                   | ●                                  | ●               | ●                                           |              |                                                                       |                                 |                       |                      |                |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| Complete Communities Housing Solutions Program, San Diego                                                     | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 | ●                                       |                           |                         |                                                   | ●                                  | ●               | ●                                           |              |                                                                       |                                 |                       |                      |                |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| Inclusionary Affordable Housing Ordinance, San Diego                                                          | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 |                                         |                           |                         |                                                   | ●                                  | ●               | ●                                           |              |                                                                       |                                 |                       |                      |                |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| Clairemont Mesa Community Plan Update, San Diego                                                              | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 | ●                                       |                           |                         |                                                   | ●                                  | ●               | ●                                           |              |                                                                       |                                 |                       |                      |                |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| HR&A Advisors                                                                                                 |                                               |                                    |                                          |                                                 |                             |                                     |                   |                                         |                           |                         |                                                   |                                    |                 |                                             |              |                                                                       |                                 |                       |                      |                |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| San Diego Housing Commission Preserving Affordable Housing, San Diego                                         | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 |                                         |                           |                         |                                                   | ●                                  | ●               | ●                                           |              |                                                                       |                                 |                       |                      |                |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| San Diego Housing Commission San Diego Eviction Study, San Diego                                              | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 |                                         |                           |                         |                                                   | ●                                  | ●               | ●                                           |              |                                                                       |                                 |                       |                      |                |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| SDSU Mission Valley Campus Real Estate Advisory Services, San Diego                                           | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 |                                         |                           |                         |                                                   | ●                                  | ●               | ●                                           |              |                                                                       |                                 |                       |                      |                |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| SANDAG Regional Value Capture, San Diego County                                                               | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 |                                         |                           |                         |                                                   | ●                                  | ●               | ●                                           |              |                                                                       |                                 |                       |                      |                |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| Citythinkers                                                                                                  |                                               |                                    |                                          |                                                 |                             |                                     |                   |                                         |                           |                         |                                                   |                                    |                 |                                             |              |                                                                       |                                 |                       |                      |                |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| University Community Plan Update, San Diego                                                                   | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 | ●                                       | ●                         | ●                       | ●                                                 | ●                                  | ●               | ●                                           | ●            | ●                                                                     | ●                               |                       |                      | ●              |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| College Area Community Plan Update, San Diego                                                                 | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 | ●                                       | ●                         | ●                       | ●                                                 | ●                                  | ●               | ●                                           | ●            | ●                                                                     | ●                               |                       |                      | ●              |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| Complete Communities Housing Solutions Program, San Diego                                                     | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 |                                         | ●                         | ●                       | ●                                                 | ●                                  | ●               | ●                                           | ●            | ●                                                                     | ●                               |                       |                      | ●              |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| San Diego Coastal Resilience Master Plan                                                                      | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 |                                         | ●                         | ●                       | ●                                                 | ●                                  | ●               | ●                                           | ●            | ●                                                                     | ●                               |                       |                      | ●              |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| Hillcrest LGBTQ+ Cultural District, San Diego                                                                 | ●                                             | ●                                  | ●                                        | ●                                               | ●                           | ●                                   | ●                 |                                         | ●                         | ●                       | ●                                                 | ●                                  | ●               | ●                                           | ●            | ●                                                                     | ●                               |                       |                      | ●              |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| Heritage Architecture & Planning                                                                              |                                               |                                    |                                          |                                                 |                             |                                     |                   |                                         |                           |                         |                                                   |                                    |                 |                                             |              |                                                                       |                                 |                       |                      |                |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| Mission Valley Community Plan Update Historic Context Statement, San Diego                                    | ●                                             |                                    |                                          |                                                 |                             | ●                                   |                   | ●                                       |                           |                         |                                                   |                                    |                 |                                             |              |                                                                       |                                 | ●                     | ●                    |                |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| Hillcrest Focused Plan Amendment, San Diego                                                                   | ●                                             |                                    |                                          |                                                 |                             | ●                                   |                   | ●                                       |                           |                         |                                                   |                                    |                 |                                             |              |                                                                       |                                 | ●                     | ●                    |                |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| Quieter Home Program, San Diego, CA                                                                           | ●                                             |                                    |                                          |                                                 |                             |                                     |                   |                                         |                           |                         |                                                   |                                    |                 |                                             |              |                                                                       |                                 | ●                     | ●                    |                |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| Talmadge Park Estates Historic District National Register Nomination, San Diego                               | ●                                             |                                    |                                          |                                                 |                             |                                     |                   |                                         |                           |                         |                                                   |                                    |                 |                                             |              |                                                                       |                                 | ●                     | ●                    |                |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| EFS Engineering                                                                                               |                                               |                                    |                                          |                                                 |                             |                                     |                   |                                         |                           |                         |                                                   |                                    |                 |                                             |              |                                                                       |                                 |                       |                      |                |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| City of San Diego Development Impact Fee Program Update                                                       | ●                                             |                                    |                                          |                                                 |                             |                                     |                   |                                         |                           |                         |                                                   |                                    |                 |                                             |              |                                                                       |                                 |                       |                      |                |                                             |                                        | ●                 | ●                       |                |                                                    |                                           |                                                                                |                                           |  |
| County of San Diego Transportation Impact Fee Program                                                         | ●                                             |                                    |                                          |                                                 |                             |                                     |                   |                                         |                           |                         |                                                   |                                    |                 |                                             |              |                                                                       |                                 |                       |                      |                |                                             |                                        | ●                 | ●                       |                |                                                    |                                           |                                                                                |                                           |  |
| City of San Diego On-Call Assessment Engineering Services                                                     | ●                                             |                                    |                                          |                                                 |                             |                                     |                   |                                         |                           |                         |                                                   |                                    |                 |                                             |              |                                                                       |                                 |                       |                      |                |                                             |                                        | ●                 | ●                       |                |                                                    |                                           |                                                                                |                                           |  |
| City of San Diego Proposition 218 Compliance Evaluation                                                       | ●                                             |                                    |                                          |                                                 |                             |                                     |                   |                                         |                           |                         |                                                   |                                    |                 |                                             |              |                                                                       |                                 |                       |                      |                |                                             |                                        | ●                 | ●                       |                |                                                    |                                           |                                                                                |                                           |  |
| RECON                                                                                                         |                                               |                                    |                                          |                                                 |                             |                                     |                   |                                         |                           |                         |                                                   |                                    |                 |                                             |              |                                                                       |                                 |                       |                      |                |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| Blueprint SD Initiative, Hillcrest FPA, and University CPU Program EIR                                        | ●                                             | ●                                  |                                          |                                                 |                             | ●                                   | ●                 | ●                                       |                           | ●                       | ●                                                 |                                    |                 |                                             |              |                                                                       |                                 |                       |                      |                |                                             |                                        |                   |                         | ●              | ●                                                  |                                           |                                                                                |                                           |  |
| Complete Communities Housing Solutions Program EIR, San Diego                                                 | ●                                             | ●                                  |                                          |                                                 |                             | ●                                   | ●                 |                                         |                           | ●                       | ●                                                 |                                    |                 |                                             |              |                                                                       |                                 |                       |                      |                |                                             |                                        |                   |                         | ●              | ●                                                  |                                           |                                                                                |                                           |  |
| Southwest Village Specific Plan Subsequent EIR, San Diego, CA                                                 | ●                                             | ●                                  |                                          |                                                 |                             | ●                                   | ●                 | ●                                       |                           | ●                       | ●                                                 |                                    |                 |                                             |              |                                                                       |                                 |                       |                      |                |                                             |                                        |                   |                         | ●              | ●                                                  |                                           |                                                                                |                                           |  |
| San Diego Planning Department As-Needed Environmental Planning Services                                       | ●                                             | ●                                  |                                          |                                                 |                             | ●                                   | ●                 | ●                                       |                           | ●                       | ●                                                 |                                    |                 |                                             |              |                                                                       |                                 |                       |                      |                |                                             |                                        |                   |                         | ●              | ●                                                  |                                           |                                                                                |                                           |  |
| Rhie Planning                                                                                                 |                                               |                                    |                                          |                                                 |                             |                                     |                   |                                         |                           |                         |                                                   |                                    |                 |                                             |              |                                                                       |                                 |                       |                      |                |                                             |                                        |                   |                         |                |                                                    |                                           |                                                                                |                                           |  |
| San Diego County Renewable Overlay District Study***                                                          | ●                                             |                                    |                                          |                                                 |                             | ●                                   |                   |                                         |                           |                         |                                                   |                                    |                 |                                             |              |                                                                       |                                 |                       |                      |                |                                             |                                        |                   |                         |                |                                                    | ●                                         | ●                                                                              | ●                                         |  |
| OurCounty: Los Angeles Countywide Sustainability Plan***                                                      | ●                                             |                                    |                                          |                                                 |                             | ●                                   |                   |                                         |                           |                         |                                                   |                                    |                 |                                             |              |                                                                       |                                 |                       |                      |                |                                             |                                        |                   |                         |                |                                                    | ●                                         | ●                                                                              | ●                                         |  |
| City of Tucson Climate Action and Adaptation Plan, AZ                                                         | ●                                             |                                    |                                          |                                                 |                             | ●                                   |                   |                                         |                           |                         |                                                   |                                    |                 |                                             |              |                                                                       |                                 |                       |                      |                |                                             |                                        |                   |                         |                |                                                    | ●                                         | ●                                                                              | ●                                         |  |
| New York City Environmental Justice Report, NY                                                                | ●                                             |                                    |                                          |                                                 |                             | ●                                   |                   |                                         |                           |                         |                                                   |                                    |                 |                                             |              |                                                                       |                                 |                       |                      |                |                                             |                                        |                   |                         |                |                                                    | ●                                         | ●                                                                              | ●                                         |  |

\*\*\* Work completed by Chris Rhie prior to founding Rhie Planning

## KEY RELEVANT PROJECTS



## University Community Plan Update

MIG led a multidisciplinary team of transportation planners and urban designers in the preparation of the University Community Plan Update. The City of San Diego last comprehensively updated the University Community Plan in 1987, and this project is intended to address changing population and community needs; promote livability through land use, urban design, transportation, and housing policies; and revitalize key activity centers and increase employment options.

Recognized as San Diego's second downtown, the University Community planning area is 8,000 acres and is home to the University of California San Diego, a major retail mall, and numerous biotech campuses. The area is located between Marine Corps Air Station Miramar and the Pacific Ocean and two interstates (I-5 and I-805), as well as five new transit stations that connect the University Community to downtown San Diego, 12 miles to the south.

Community questions that the MIG Team addressed include:

- » What opportunities exist to reinforce the University Community's role as a major employment center?
- » How can the University Community's future be planned to capitalize on the transit improvements coming to the Community?
- » How can we provide a variety of housing options within the University Community?
- » What strategies will facilitate meeting long-term Climate Action Plan goals for reducing greenhouse gas emissions?
- » How can mobility and open space connections between key destinations be enhanced throughout the Community?

### PROJECT DETAILS

**Firm:** MIG and Citythinkers

**Client:** City of San Diego

**Location:** San Diego, CA

**Owner Contact:**  
Katie Witherspoon, AICP  
Former City of San Diego  
Senior Planner/Current  
City of Charlotte Curbside and  
Shared Mobility Manager  
(704) 336-4119

**Project Type:** Land Use,  
Urban Design, and  
Community Engagement

**Total Value:** \$276,760





## Clairemont Community Urban Design Element

MIG led a multidisciplinary team of transportation planners and urban designers in the preparation of the Urban Design Element as part of the Clairemont Community Plan Update. The City of San Diego last comprehensively updated the Clairemont Community Plan in 1989, and this project is intended to address changing population and community needs; promote livability through land use, urban design, transportation, and housing policies; and revitalize key activity centers and increase employment options.

As part of this effort, the MIG Team developed an urban design concept map to visually display the key organizing principles that shape the Community Plans' urban design and mobility vision and concepts. In addition, the MIG Team produced 15 urban design illustrations and graphics to depict building height, streetscape cross-sections indicating pedestrian and bicycle facilities and amenities, conceptual linear park design, building step-backs, and massing. The MIG Team also worked collaboratively with the City to develop urban design policies as well as supplemental development regulations to address compatible building design and emphasize the design of the streetscape and public realm.

### PROJECT DETAILS

**Firm:** MIG and Citythinkers

**Client:** City of San Diego

**Location:** San Diego, CA

**Owner Contact:**

Laura C. Black, AICP  
Former City of San Diego  
Deputy Planning Director/  
Current City of Chula Vista  
Development Services Department  
Assistant Director  
(619) 691-5002

**Project Type:** Land Use and  
Urban Design

**Total Value:** \$64,883





## Fallbrook Downtown Visioning, Sub-Area Plan, and Design Guidelines

Between 2021 and 2022, the County of San Diego Department of Planning and Development Services and MIG worked with stakeholders in the unincorporated Village of Fallbrook to develop a Sub-Area Plan for the downtown core. The catalyst for this effort was the community's desire to attract investment in their quaint downtown core. MIG was retained to craft this Sub-Area Plan to highlight opportunities and update the existing design guidelines into an Objective Design Standards document. A major focus of this project was to protect the rural and unique character of Fallbrook while also creating a framework for small businesses to thrive and provide services to visitors and residents. MIG prepared a Sub-Area Plan that took an extensive look at existing conditions, opportunities, zoning amendment changes, design guidelines updates, and implementation strategies. The community and local steering committees were involved throughout the process.

The Plan builds on MIG's prior Downtown Fallbrook Visioning Report for envisioning and creating a new future for the historic village community. The report provided a review of the community background; a description of the initial planning, design, and community engagement efforts that informed this report; and a summary of the issues, opportunities, and recommendations for continued planning and implementation that were carried into the Sub-Area Plan and Design Guidelines. Recommendations included modernizing design guidelines and standards, updating zoning regulations, and creating a streetscape plan to maximize the community's ability to achieve its vision for the future through development of public and private spaces. Community engagement with residents, employers, business owners, and service organizations was critical in developing a vision for Downtown Fallbrook. MIG facilitated three meetings with stakeholders to provide important background, current context, and perspectives.

### PROJECT DETAILS

**Firm:** MIG

**Client:** County of San Diego

**Location:** Fallbrook, CA

#### Owner Contact:

Timothy Vertino  
Land Use/Environmental  
Planner III, Planning &  
Development Services  
Long Range Planning  
County of San Diego  
(619) 510-2542

**Project Type:** Land Use,  
Urban Design, and  
Community Engagement

**Total Value:** \$580,000

**View the Plan online**





## Charlotte Future 2040 Comprehensive Plan

Charlotte, North Carolina may be one of the best places to live in America. Yet it also ranks last among America's 50 largest cities in upward mobility. To help address long-standing inequities, MIG designed and implemented a planning and engagement process for the City's first Comprehensive Plan in 46 years.

**Phase I Services** began with a multi-day "Chartering the Plan" session that included not just elected officials and department heads but also key representatives of community that have been traditionally unrepresented. Subsequent community and stakeholder meetings helped reinforce the central theme of holding equity as the lens through which every aspect of the future to be examined and crafted. This phase integrated input of thousands of people representing the full spectrum of race, age, income, education, identity, and ability in Charlotte. This in turn helped the MIG Team develop the guiding principles and vision elements that anchor the Plan and plan the future phases.

**Phase II Services** continued MIG's multileveled, multimedia program that included 40 different methods of engagement yielding over half a million interactions. Notably, MIG created a Virtual Open House in a 360-degree "room" with seven stations outfitted with tables and presentation boards. Each station featured information on key Plan topics and concepts with email/comment card icons. The site was one of Planetizen's 2021 Top Websites for Urban Planning for "allowing whole new swaths of the public to participate in planning processes...." Similarly, 'Growing Better Places Game' helped people from diverse backgrounds engage in complex conversations of growth and trade-offs, evaluate multiple growth scenarios, and finalize ten Place Types. Key elements of the plan included a Built City Equity Atlas, Growth Factors Report, and Policy Audit. These in turn became goals, implementation strategies, and action items that were evaluated and refined according to established Equitable Growth Metrics. An annual report informs elected officials and community members on the progress of key action items that is displayed via an "implementation dashboard."

### PROJECT DETAILS

**Firm:** MIG

**Client:** City of Charlotte

**Location:** Charlotte, NC

**Owner Contact:**

Alysia Davis Osborne, AICP  
Division Manager  
City of Charlotte,  
Long Range Planning  
(704) 336-8364

**Project Type:** Land Use,  
Urban Design, and  
Community Engagement

**Total Value:** \$900,000

**Award:** APA Daniel Burnham  
Award, Charlotte Future 2040  
Comprehensive Plan, 2023

**Recognition:** Planetizen's  
2021 Top 10 Websites for Urban  
Planning

***View the ePlan***





## SA Tomorrow 2040 Comprehensive Plan and Regional Center Plans

The SA Tomorrow 2040 Comprehensive Plan and Regional Center Plans are a consolidated and internally consistent series of documents. They guide future City planning and implementation decisions at both a citywide and neighborhood scale and ensure that they reflect the character, needs, values, and desires of the San Antonio community and result in a more vibrant, healthy, inclusive, and sustainable city. A central interactive website provides a “one-stop shop” for these interlinked plans and subsequent sub-area plans.

**For Phase I services,** MIG worked with different City departments, and key stakeholders including elected officials, community ambassadors, and key decision-makers of partner agencies such as utilities and transit. A robust and meaningful community-based visioning process helped outline the overall City goals and values, establish an overarching vision framework and guiding principles for not just the SA Tomorrow Plan but also the concurrent updates to the Sustainability and Mobility Plan. This in turn set the stage for the creation of nine key elements of the Comprehensive Plan that included Growth and City Form, Housing, Jobs and Economic Competitiveness, and Community Health and Wellness.

**For Phase II services,** MIG continued an extensive diverse multilingual engagement process. Project Element Working Groups were established to focus on each of the nine elements, which enabled each topic to be thoroughly explored regarding issues, goals, strategies, and action items with agencies responsible for phased implementation. The plan studied scenario planning of multiple futures that helped establish cross-cutting themes of economic vitality, equity, and resilience. Regional Centers and Community Plan areas were clearly identified as the next level of planning efforts to prioritize neighborhood-level implementable actions that are easily understood and appreciated by both City residents and City staff responsible for implementing them. Adopted plans include the Port San Antonio Regional Center, Mid-Town Sub-Area Plan, and Medical Center Area Plan.

### PROJECT DETAILS

**Firm:** MIG

**Client:** City of San Antonio

**Location:** San Antonio, TX

**Owner Contact:**  
Rudy Niño, Jr., Assistant  
Director of Planning  
City of San Antonio  
(210) 207-8389

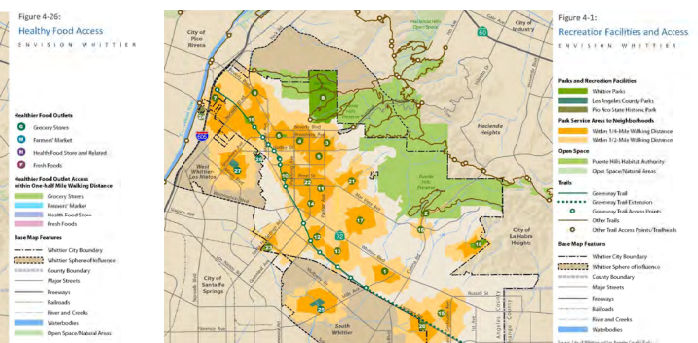
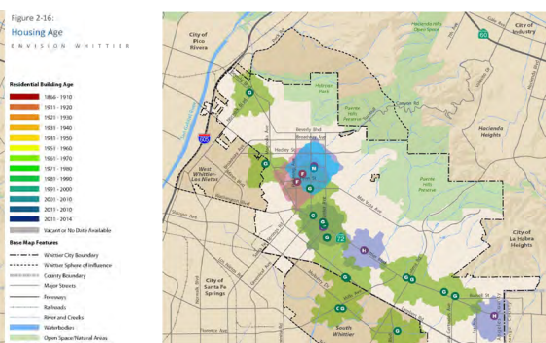
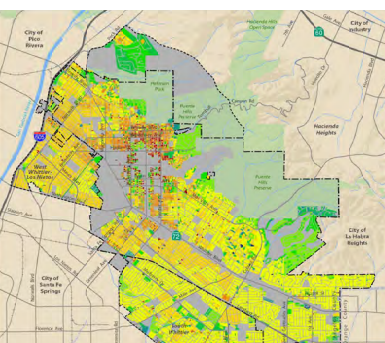
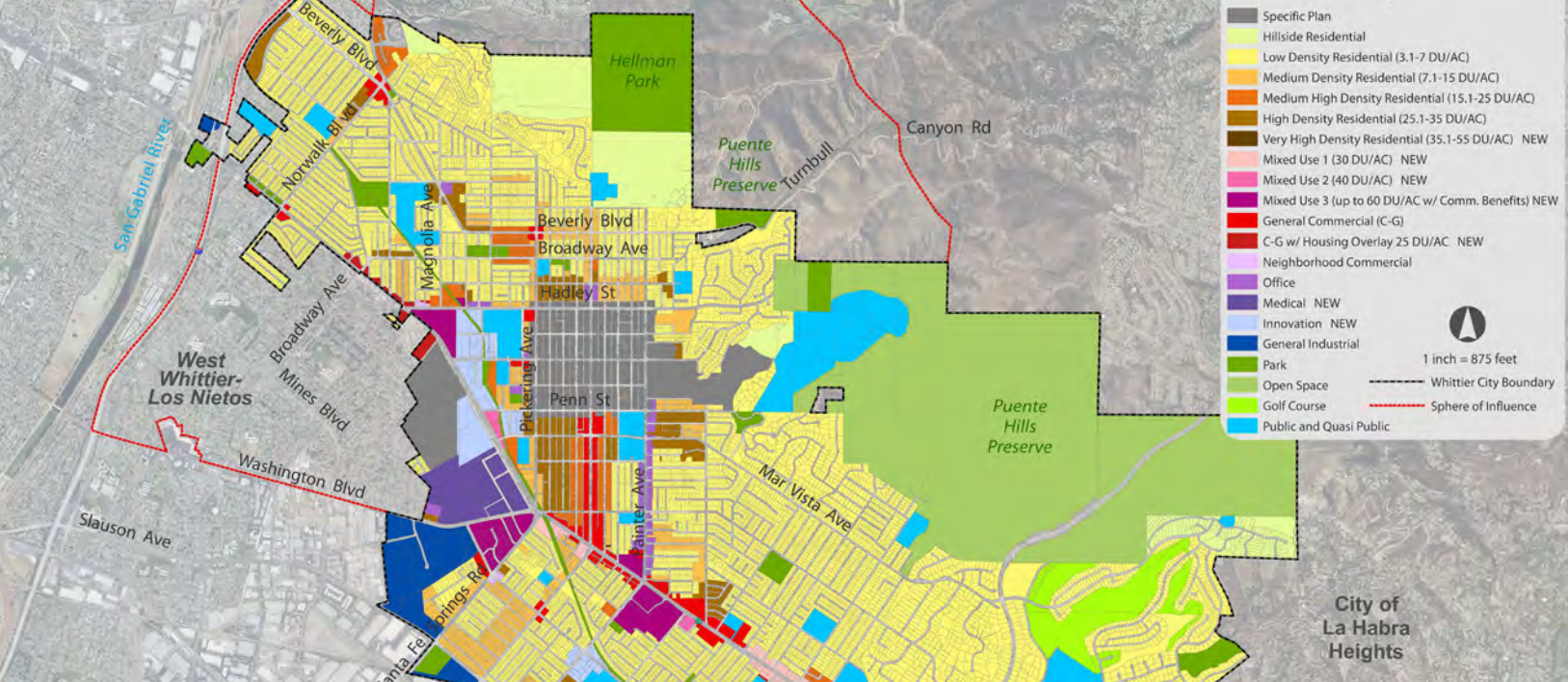
**Project Type:** Land Use,  
Urban Design, and  
Community Engagement

**Total Value:** \$1.2 million

**Awards:** Pinnacle Award,  
International Downtown  
Association, 2019

***View the Project Website***





## City of Whittier Planning Services

MIG worked with the City of Whittier to update its General Plan. The plan establishes new policies to address sustainability, climate change, environmental justice, and community health.

MIG developed an extensive community engagement program to keep residents informed and engaged throughout the process. The community engagement program includes high-touch outreach techniques, such as stakeholder interviews, community intercepts, and interactive workshops. High-tech approaches include a multimedia campaign, social media outreach, online questionnaires, and a comprehensive website. Community engagement was strategically launched to attain public feedback loops to inform the vision, guiding principles, goals and policies, and land use alternatives.

Following General Plan adoption, the City retained MIG to prepare the 2021-2029 Housing Element and to undertake focused Zoning Code amendments necessary to implement housing policies and new General Plan land use designations.

### PROJECT DETAILS

**Firm:** MIG

**Client:** City of Whittier

**Location:** Whittier, CA

**Owner Contact:**  
Luis Escobedo, AICP, MPA  
Assistant Director of Community Development, City of Whittier  
(562) 567-9320

**Project Type:** Land Use, Urban Design, and Community Engagement

**Total Value:** \$950,000



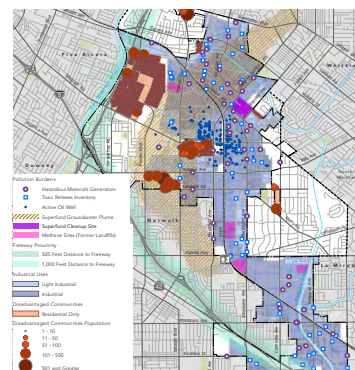
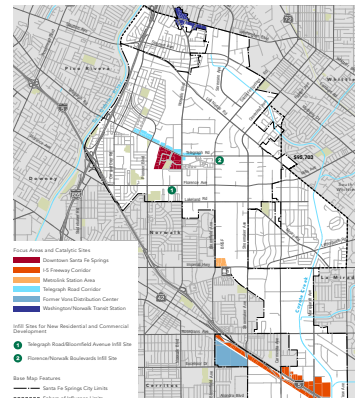
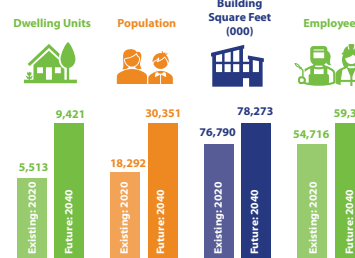
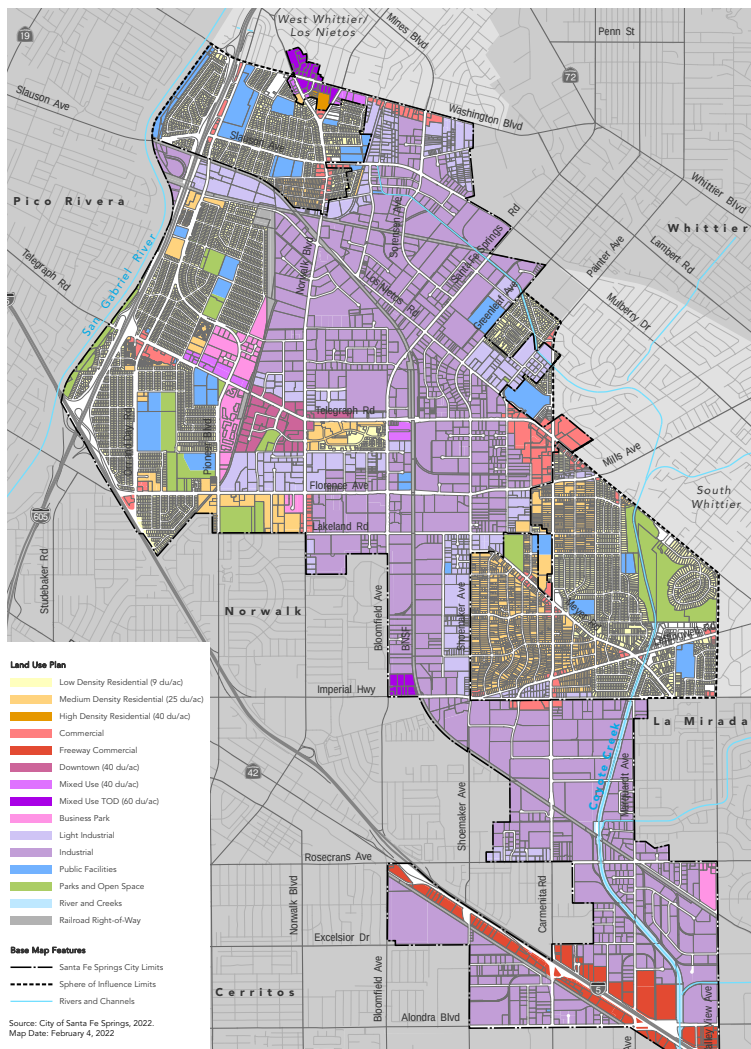


Figure LU-5: Downtown Concept Diagram



Figure LU-8: Telegraph Road/Bloomfield Avenue Infill Site



Figure LU-9: Florence/Norwalk Boulevards Infill Site



## Santa Fe Springs General Plan Update and Targeted Zoning Code Amendments

The City of Santa Fe Springs last updated its General Plan in 1993, over 30 years ago. MIG was hired in early 2020 to completely overhaul the General Plan, including preparation of a new Environmental Justice Element. A major component of the project was updating the Housing Element for the 6th Cycle Regional Housing Needs Assessment to accommodate nearly 1,000 new housing units. MIG used GIS to analyze underutilized industrial properties, which involves measuring quality of life metrics, including classifying hazardous waste and contamination data to determine which properties could easily and safely transition to multifamily housing.

Following General Plan adoption, MIG completed focused Zoning Code amendments to implement General Plan land use policies, which included creating new mixed-use zoning districts and adding standards to encourage housing production.

Santa Fe Springs historically has been an industrial city, with a very engaged business sector. To balance business interests with residents' desire for additional housing and places to shop and dine locally, MIG conducted numerous listening sessions with community members, held meetings with a Council-appointed advisory group, and designed and ran an online survey.

### PROJECT DETAILS

**Firm:** MIG

**Client:** City of Santa Fe Springs

**Location:** Santa Fe Springs, CA

**Owner Contact:**

Cuong Nguyen, Acting Director  
Department of Planning and Development

City of Santa Fe Springs  
(562) 868-0511 ex. 7359

**Project Type:** Land Use, Urban Design, and Community Engagement

**Total Value:** \$1.3 million





## City of Carlsbad Various Planning and Design Projects

MIG has provided services to the City of Carlsbad for various planning and design projects including the Growth Management Plan Services, Sustainable Mobility Plan Engagement, Civic Center Scoping and Space Planning Analysis Services, and Village Lighting Master Plan.

**Growth Management Plan Services.** MIG supported a multi-year process to create a new approach to managing growth included the creation of the resident-led Carlsbad Tomorrow Growth Management Citizens Committee by the City Council. The committee met from March 2022 – April 2023 to review and identify key elements of a new plan to manage growth in a way that maintains its established quality of life and ensures compliance with state laws. The committee process was the first step in the development of a new long-term growth management program. The City Council accepted the committee's report last July and asked staff to return to discuss next steps to update the city's growth management program, which include doing technical studies to determine if and how the standards proposed by the committee can be linked to developer fees.

**Sustainable Mobility Plan Community Engagement.** Carlsbad developed the Sustainable Mobility Plan (SMP) as an organizing framework of multiple mobility-related plans to focus on priority projects and programs for investment and implementation. MIG supported the project consultant team with stakeholder and community engagement to educate the community on the SMP purpose and need, facilitate engagement on prioritizing mobility solutions, and build stakeholder relationships that could support extending the reach of the project. MIG designed and facilitated three highly interactive meetings with a Stakeholder Working Group including approximately 25 community stakeholders of diverse interests. MIG created informational and interactive materials (paper-based and electronic) for use in a booth at the State Street Farmers Market in Carlsbad Village.

### PROJECT DETAILS

**Firm:** MIG

**Client:** City of Carlsbad

**Location:** Carlsbad, CA

**Owner Contact:** Eric Lardy  
Principal Planner, City of Carlsbad; (442) 224-9595;  
eric.lardy@carlsbadca.gov

**Project Type:** Land Use, Community Engagement, and Urban Design

**Total Value:** \$140,000  
Growth Management Plan;  
\$70,000 Sustainable Mobility Plan; \$334,000 Civic Center Scoping and Space Planning Analysis Services, and \$85,000 Village Lighting Master Plan

**Award:** 2024 San Diego American Planning Association Chapter Public Outreach Merit Award; Carlsbad Tomorrow Growth Management Citizens Committee

**See Growth Management Plan Online**





## Poway Road Complete Streets and Specific Plan

MIG completed the Poway Road Complete Streets and Specific Plan, a study area of approximately 235 acres. The 3.5-mile corridor was once noted for an abundance of under-performing commercial centers. In addition, Poway Road had high traffic volumes, high speeds, and single-story shopping centers with large road-facing parking lots. Most people used the corridor to get to destinations outside the study area. Also underpinning the project was a desire to introduce higher-density housing into the corridor and boost the economic strength of the businesses, reversing the sales leakage to other parts of Poway and northern San Diego County.

The project included an extensive assessment of existing conditions, including economics and market conditions, traffic and mobility, land uses, and connectivity within the study area and to adjacent neighborhoods. The MIG Team worked closely with the community, a 12-person Ad Hoc committee, City staff, and the City Council to craft a vision that will transform the corridor into walkable pedestrian neighborhoods over the next 25 years. The project included three community workshops, 10 Ad-Hoc committee meetings, and two City Council sessions, leading to final unanimous approval in December 2017.

The MIG Team identified square footages of existing commercial space, determination of which buildings should remain, and a phased plan for eventual replacement of over 50% of the commercial businesses within the 25-year planning horizon. The final plan includes identification of over 1,300 residential units in smart walkable neighborhoods and 200,000 square feet of new commercial land uses. The Plan generated immediate developer interest in the corridor and has resulted in several mixed-use projects that opened within a few years of the final plan.

### PROJECT DETAILS

**Firm:** MIG

**Client:** City of Poway

**Location:** Poway, CA

**Owner Contact:** Joe Lim  
Former City of Poway  
Planning Manager/Current  
City of Solana Beach  
Community Development  
Director; (858) 720-2400

**Project Type:** Land Use,  
Urban Design, and  
Community Engagement

**Total Value:** \$490,000

**Award:** 2018 San Diego  
American Planning Association  
Chapter Urban Design Award  
of Excellence

**See Final Plan Online**





## Smoky Hollow Specific Plan Update and Program EIR

Named for plumes of refinery steam that once clouded the area, Smoky Hollow experienced a slow, but steady transition from run-down industrial to hip creative cluster as small businesses renovated and reused existing buildings rather than wait for new development and regulatory changes. MIG worked closely with the City and district stakeholders to develop a zoning framework that would support and sustain this transition.

Through extensive research, analysis, and community engagement, MIG examined and addressed issues that were preventing the district from reaching its full potential, including lack of parking, aging infrastructure, outdated regulations, and poor pedestrian and bicycle accommodations. The new Specific Plan offers bold, yet practical solutions to create the synergy and “experiential living” that people desire while retaining the area’s historic character. Standardized parking ratios, revised street configurations, and decorative paving and crosswalks address parking shortages and encourage walkability. Newly allowed uses expand opportunities and encourage partnerships that leverage both human and social capital. The programmatic EIR also serves to streamline the review process for future development.

Finally, the Specific Plan has become an economic development generator that “markets” the district to developers and businesses. With MIG’s Tangerine software, the Plan is readily accessible and web-searchable, enabling current and future residents, property owners, and businesses to refer to it for guidance and direction. Since its adoption in September 2018, the City has implemented a parking in-lieu fee; authorized a pilot project to incrementally increase on-street parking; and received multiple applications for several major redevelopment projects, building additions, and use changes. With this Plan, Smoky Hollow is well on its way to becoming a leading creative incubator district for the region.

### PROJECT DETAILS

**Firm:** MIG

**Client:** City of El Segundo

**Location:** El Segundo, CA

**Owner Contact:**

Michael Allen, AICP  
Community Development  
Director, City of El Segundo  
(310) 524-2345

**Project Type:** Land Use,  
Urban Design, and Community  
Engagement

**Total Value:** \$416,615

**See Final Plan Online**





## Manhattan Beach Outdoor Dining Program

Like many Southern California cities, Manhattan Beach found itself looking back on COVID-19 and assessing lessons learned to improve on some of the programs that were initiated during the pandemic. Instituted in June 2020 as a means for businesses to remain open while the City and State were in a State of Emergency and COVID-19 restrictions were in place, the Manhattan Beach Outdoor Dining Program permitted businesses to use parking spaces and street areas in the public right-of-way allowing safer outdoor dining options for the community. With it set to expire in February 2023, the City retained MIG to assist in the evolution of its Outdoor Dining Program.

The MIG-led consultant team is evaluating the long-term opportunities and constraints for Manhattan Beach business uses associated with changes to parking, transportation, economics, accessibility, and CEQA. The team is evaluating fiscal implications to local businesses and parking revenue; studying alternative dining programs; assessing impacts related to parking relocations and removal; providing environmental review; and considering required permitting. Another key factor involves ensuring implementation of the Outdoor Dining Program complies with the Americans with Disabilities Act (ADA). ADA compliance is required but also essential since some of the streets in the study area are steeply sloped, such as Manhattan Beach Boulevard.

The new program is being developed with strong and robust community engagement. A community workshop provided opportunities for community members to engage in a series of interactive exercises to share ideas, feedback, and ask questions about the project. In addition, the development of the program and its implementation is being completed in an expedited manner, while working directly with City staff and an Outdoor Dining Task Force.

### PROJECT DETAILS

**Firm:** MIG

**Client:** City of Manhattan Beach

**Location:** Manhattan Beach, CA

**Owner Contact:**

Jaehee Yoon, Senior Planner  
City of Manhattan Beach  
(310) 802-5513

**Project Type:** Land Use, Urban Design, and Community Engagement

**Total Value:** \$400,000





## Los Angeles County Equity in Infrastructure Initiative

The Equity in Infrastructure Initiative is a re-imagining and transformation of the Los Angeles County Department of Public Works (Public Works) and how it serves communities with equity to meet the challenges of the 21st Century—resulting in better life outcomes for all. Following the Los Angeles County Board of Supervisors’ unanimously approved motion to establish an Anti-Racist County policy agenda, MIG began working with Public Works to identify the inequities in the planning, delivery, and distribution of its services to create a new approach that will drive infrastructure funding to underserved communities.

Equity requires digging deeper and MIG is guiding Public Works to look beyond assumptions and project checklists and establish long-term relationships with communities to learn how to best serve local needs. Through this groundbreaking project, Public Works is centering equity in all its programming and services as it builds a safer, more resilient Los Angeles County and provides equal access to transportation, green spaces, clean water, sanitation, internet, and energy for all communities.

### PROJECT DETAILS

**Firm:** MIG

**Client:** Los Angeles County  
Department of Public Works

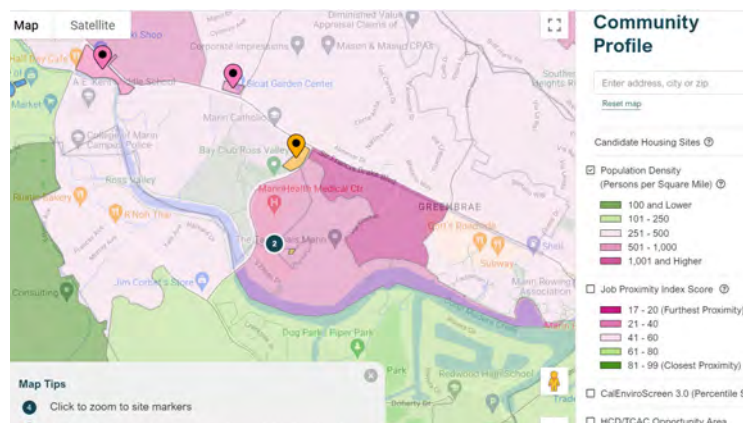
**Location:** Los Angeles County, CA

**Owner Contact:** Alicia Ramos  
Capital Projects Program Manager  
Los Angeles County Public Works  
(626) 614-6546

**Project Type:** Urban Greening  
and Community Engagement

**Total Value:** \$1.9 million





## College of Marin - Sir Francis Drake Boulevard Site

### Site Description

This one-acre parking lot is located across the street of the College of Marin with access to Sir Francis Drake Boulevard. The College has expressed interest in building workforce housing for staff.

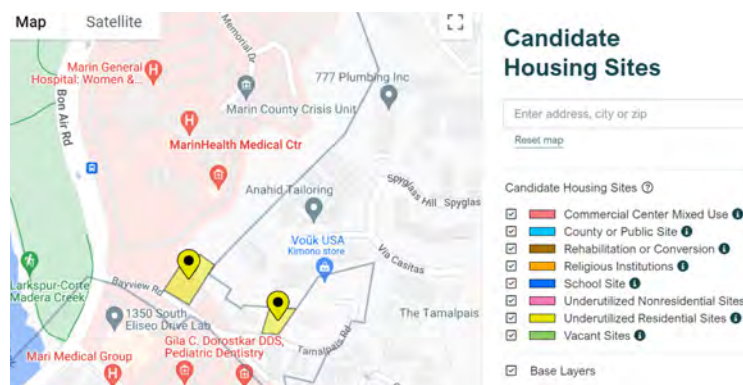
### Site Features

- Parking area
- Adjacent to residential uses

### Parcel Size

### Calculation

There are no on-site physical constraints, so the majority of the parcel acreage was counted.



|                          |                          |                |                                                                                                                |
|--------------------------|--------------------------|----------------|----------------------------------------------------------------------------------------------------------------|
| APN(S)                   | 071-132-11<br>071-132-12 | Constraints    | There are no physical constraints.                                                                             |
| Parcel Acres (Net/Gross) | 1.1/1.1                  | Infrastructure | The site has access to existing water and sewer service. determine capacity impacts and potential mitigations. |
| Existing Use             | College parking lot      |                |                                                                                                                |
| General Plan             | PF                       |                |                                                                                                                |
| Zoning                   | PF                       |                |                                                                                                                |
| Maximum Density          | 30                       |                |                                                                                                                |
| Unit Capacity            | 28                       |                |                                                                                                                |

## Marin County Housing Element and Associated Work

MIG worked with the County of Marin to undertake focused General Plan and County Code Amendments associated with the sixth housing cycle Housing Element Update. The work program included:

- » Comprehensive update of the Housing Element (with Veronica Tam and Associates)
- » Safety Element update to address climate change and resiliency planning
- » Updates of other General Plan chapters to ensure internal consistency with the Housing and Safety Elements
- » County Code amendments to implement Housing Element policies and programs
- » Program EIR

MIG also led public outreach and engagement for the Housing and Safety Element updates. Through an online questionnaire, focus groups, workshops, and a series of public meetings, MIG involved the Marin community, County leaders, agency partners, stakeholders, and County staff in achieving State mandates and defining shared goals in meeting housing needs and addressing climate change.

MIG created an interactive, online atlas to communicate complex information to the public and help decision makers choose a course of action. MIG prepared the atlas to assist with identification of potential housing sites for the Housing Element. The atlas allowed residents and other interested parties to explore maps identifying physical conditions affecting selection of suitable housing sites to achieve a regional housing needs allocation (RHNA) that was 10 times greater than the prior RHNA cycle.

### PROJECT DETAILS

**Firm:** MIG

**Client:** County of Marin

**Location:** Marin County, CA

**Owner Contact:** Jillian Zeiger  
Senior Planner, Housing and  
Grants Division, County of  
Marin; (415) 473-7549

**Project Type:** Land Use and  
Community Engagement

**Total Value:** \$1.3 million

## ADDITIONAL RELEVANT PROJECTS

### Millenia Public ROW Improvements

MIG led the design efforts for the public rights-of-way (ROW) improvements for the Millenia project, a 200-acre mixed-use development that included more than 3.4 million square feet of commercial space (office, hotel, civic, and retail) and approximately 3,000 homes. The project also included six parks connected by a tree-lined park promenade, a library, school, fire station, transit station, and four miles of streetscape improvements. MIG developed the overall Landscape Master Plan (LMP) for the project's streets, which involved extensive coordination with City of Chula Vista staff and compliance with the City's street tree guidelines and other ROW standards. MIG also provided detailed recommendations for Phase I streetscape improvements. This included all street trees and understory planting, paving patterns and materials, and street furniture, as well as lighting and gateway signage. The project was one of the first to utilize the San Diego Regional Water Quality Control Board standards, which required that all stormwater in the street ROW be pre-treated in onsite planter basins. Millenia is fully entitled by the City of Chula Vista and LEED ND Silver certification was completed by MIG.

#### PROJECT DETAILS

**Firm:** MIG

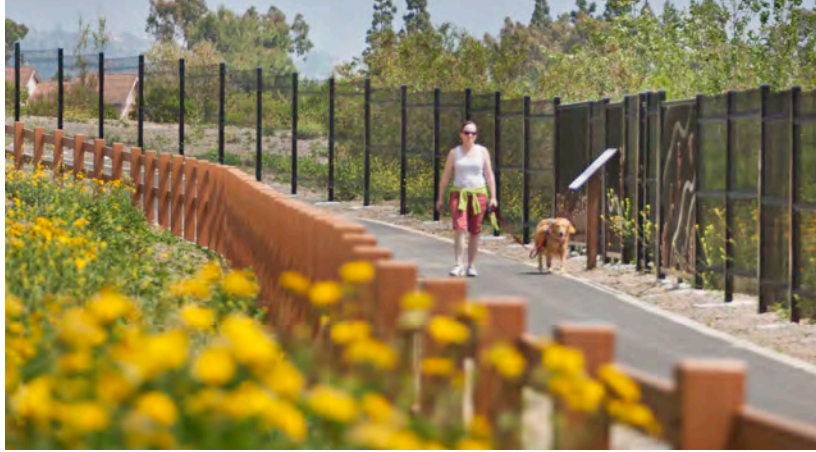
**Client:** Meridian Development

**Location:** Chula Vista, CA

**Owner Contact:** Todd Galarneau, Executive Vice President, (619) 794-1204

**Project Type:** Urban Greening

**Total Value:** \$120,000



### Anaheim Urban Greening

MIG led the Anaheim Urban Greening project, which focuses on creating complete streets, including bike lanes and hiking trails, throughout the entire City of Anaheim. The project is a city-wide undertaking that is evaluating non-motorized connections throughout the city, but especially between the Platinum Triangle, Downtown Anaheim and the Anaheim Resort. The ultimate goal of the Urban Greening Plan is to identify projects that will create a minimum of 100 acres of new green space throughout the city, while at the same time reducing GHG emissions consistent with the California Global Warming Act of 2006. By providing more desirable walkways that encourage alternative modes of transportation, GHG emissions associated with automobiles will be reduced. The Plan identifies projects that emphasize shade trees, pocket parks and open spaces, multimodal non-motorized trails and pathways, demonstration gardens, wildlife corridors, bioswales and other storm water filtration and collections systems as well as a city-wide plant palette.

The Anaheim Urban Greening project included a robust city and community engagement process over the duration of the project. In addition to recurrent coordination meetings with City of Anaheim department directors, an extensive Task Force committee was established to provide strategic overview of the Urban Greening Plan key points. Key Task Force members included Southern California Edison, Orange County Parks, Disney, UDOT and adjacent cities. In addition, community workshops were held at major milestones and included diverse locations and times such as City Hall, Pearson Park and Anaheim Coves, a recently-constructed MIG multi-purpose trails project.

#### PROJECT DETAILS

**Firm:** MIG

**Client:** City of Anaheim

**Location:** Anaheim, CA

**Owner Contact:** Pamela Galera, formerly with City of Anaheim/currently with City of Riverside, (951) 826-2075

**Project Type:** Urban Greening

**Total Value:** \$495,000





MIG prepared the Downtown Tulare Master Plan Update for the City of Tulare for the revitalization of the 100-acre downtown area of the city, which includes a historic core and surrounding areas which have suffered from lack of investment over the past half century. The overall vision of the update was to provide a framework to re-energize the downtown through public and private investment. This included efforts to serve the immediate needs of the community while also providing a dynamic roadmap that outlined recommended actions for revitalization, priorities, responsible parties, and funding sources to support implementation.

A key aspect of this plan update was to identify catalyst sites for redevelopment and investment, as well as developing strategies for community partnerships, diversity of land uses, creative funding, and other economic development opportunities. This year-long effort culminated in a set of strategic actions and specific implementation items in support of revitalizing the downtown area. Key issues addressed included supporting local businesses and residents, encouraging catalyst redevelopment, exploring additional community partnerships, developing local agricultural connections, and creating a cohesive theme for the downtown.

**See the Plan Online**

The San Francisco Civic Center Historic District contains several layers of historic development representing the full spectrum of landscape and architectural design in the 20th century—from Beaux Arts civic architectural design to post-modern plaza design. This layered complexity frequently occurs in urban districts and requires a thorough understanding of the resources necessary to develop sensitive solutions for contemporary city needs.

MIG, working in concert with the City Planning Department and its partners, used a combination of digital methods and traditional survey tools to develop a comprehensive and dynamic survey of the district's extant features. The survey, available in both hard copy and interactive GIS, contains a wide array of information about the district's character-defining features including their location, characteristics, development history and contribution to the historic significance of the district. These multiple layers of information are critical to developing a thorough understanding of each feature and its relationship to the district as a whole. The survey information will inform city agencies' review of projects to improve the environmental management systems of the district.

**Total Value:** \$22,000



## Let's Talk Housing Workshops Community Engagement and Facilitation

PSC supported multiple departments of the County of San Diego as part of a consulting team to conduct targeted engagement of experts and stakeholders with specialized experiences in housing production in the San Diego region. The purpose of convening these experts in small virtual meetings was to learn from their experiences and lessons learned in recent years related to increasing housing production in the San Diego region, with a special focus on how these lessons may apply to the unincorporated areas. The information learned informed the Let's Talk Housing Workshop (LTHW) with the Board of Supervisors focused on affordable housing production.

PSC led development of approach and agendas for the workshops with public agency partners, affordable housing developers, and market rate housing developers. PSC guided County staff in assembling and presenting project information about the initiative. PSC served as lead facilitator in each workshop, focusing on questions around implementing State legislation in unincorporated areas, expedited review for affordable housing, funding opportunities, and trade-offs in implementing sustainability and equity criteria. PSC wrote the summary report of workshops and resulting recommendations that County staff carried to the LTHW.

### PROJECT DETAILS

**Firm:** PSC

**Client:** County of San Diego

**Location:** San Diego County, CA

**Owner Contact:** Tara Lieberman, Group Program Manager, Long Range Planning, (858) 495-5466

**Project Type:** Community Engagement and Facilitation

**Total Value:** \$38,325

## Monte Vista Affordable Housing Project Community Outreach and Facilitation Services

PSC supported Wakeland in conducting early community outreach in support of a proposed affordable and supportive housing project on Monte Vista Road in Poway, California. The purpose of the community outreach effort was to educate the surrounding community about the initial project proposal and facilitate input about the proposed design and program. PSC designed a mailer invitation and secured a mailing list for addresses surrounding the project site to invite participants to the community meeting. PSC and Wakeland developed a presentation format that provided an overview about Wakeland as an affordable and supportive housing developer and provider, project partners, site location, design concept, and tenant and population services. With the proposed tenants mix as U.S. veterans and persons with intellectual and developmental disabilities, the project team provided additional information about their housing and support needs, and how their tenants and the surrounding community's safety and security are paramount to the project.

PSC facilitated public input during an open discussion with meeting attendees and recorded input via real-time notetaking and attendees' written comments. Attendees asked questions about the project design, safety and security, and the development process. Wakeland anticipates final approval by the City of Poway and construction start in Summer 2024.

### PROJECT DETAILS

**Firm:** PSC

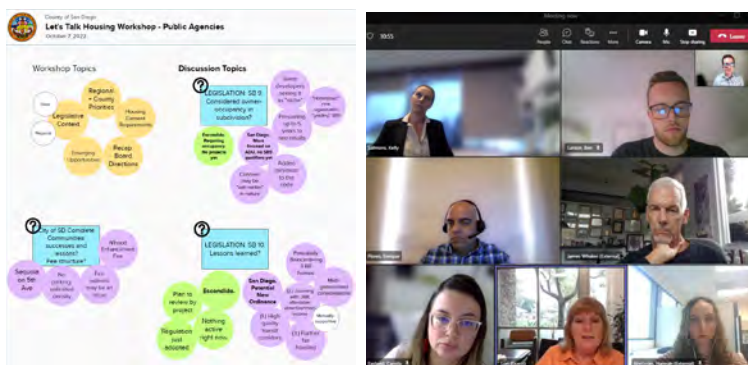
**Client:** Wakeland Housing & Development Corporation

**Location:** Poway, CA

**Owner Contact:** Andrea O'Hara, Director of Communications, (619) 677-2353

**Project Type:** Community Engagement and Facilitation

**Total Value:** \$8,200



## Morena Boulevard Master Plan

Intersecting Metrics Staff were responsible for developing alternatives that create a multimodal corridor while leveraging two planned Mid-Coast Trolley stations, an existing Green Line Trolley station, and intensified Transit Oriented Development. Existing and future traffic volumes were analyzed, leading to a recommended road diet along two-miles of Morena Boulevard which provided for a two-way cycle track adjacent to the rail corridor, greatly limiting bicycle-vehicle conflicts and improving transit access. A series of intersection curb extensions, high visibility crosswalks, lead pedestrian and bicycle intervals and additional bicycle facilities further supported active transportation access to transit and mobility throughout the community. Intersecting Metrics Staff also prepared the accompanying traffic impact analysis for the Preferred Plan and two alternatives with varying land use intensities.

### PROJECT DETAILS

**Firm:** Intersecting Metrics

**Client:** City of San Diego

**Location:** San Diego, CA

**Owner Contact:** Claudia Brizuela, Associate Traffic Engineer, City of San Diego, (619) 236-6578

**Project Type:** Mobility

**Total Value:** \$95,000

## Mission Blvd Public Spaces and Active Transportation Plan

The project focused on identifying opportunities for public spaces, and bicycle and pedestrian improvements along the Mission Boulevard corridor between Diamon Street and Pacific Beach Boulevard, in the Pacific Beach community. While at a previous firm, Stephen Cook (Intersecting Metrics) was responsible for assessing the benefits and constraints of eight separate corridor alternatives, as well as identifying the potential cost, feasibility, and likely timing of the improvements. The assessment resulted in the identification of two feasible alternatives for which a full and detailed multimodal analysis was conducted under both Existing Plus Project and Year 2035 Plus Project conditions. The multimodal analysis was used to quantify the benefits associated with each alternative and help to inform the final project recommendations.

The final project recommendations included traffic calming features, pedestrian and bicycle facility enhancements, emergency vehicle access improvements, and traffic control modifications, including a one-lane roundabout. Conceptual design drawings, at the twenty percent level, were developed for the entire corridor to capture the detailed layout, spacing, and constructability of the proposed improvements. Finally, a prioritization process was employed to identify high priority projects within the corridor. The prioritization was based on the overall need, constructability, and cost of the identified improvement. The Mission Boulevard Public Spaces and Active Transportation Plan was finalized in December 2019. The City of San Diego is currently using the final plan to seek grant funding for the implementation of the improvements.

### PROJECT DETAILS

**Firm:** Stephen Cook, prior to Intersecting Metrics

**Client:** City of San Diego

**Location:** San Diego, CA

**Owner Contact:** Christine Mercado, (619) 236-6892

**Project Type:** Mobility

**Total Value:** \$156,000

## Active Transportation In-Lieu Fee

Intersecting Metrics Staff worked with the City of San Diego to develop a fee program designed to mitigate VMT related impacts within the City. The Fee Program takes a standards-based approach, where fees are calculated based on the unit cost to reduce one mile of travel within the City, and the excess VMT a development will generate. The cost to reduce one mile of vehicular travel within the City was derived by evaluating a sampling of the VMT reducing infrastructure projects (bike, pedestrian & transit), within key parts of the City. The cost to implement the sample infrastructure projects was divided by the VMT that would be reduced by implementing the sample projects. This ratio identified the cost to reduce a mile of travel within the City (unit cost). The ATLIF then uses the unit cost as a credit that a development can buy to reduce the overall VMT generated within the City. The development can then use those net VMT reductions as mitigation for their impacts.

### PROJECT DETAILS

**Firm:** Intersecting Metrics

**Client:** City of San Diego

**Location:** San Diego, CA

**Owner Contact:** Heidi Vonblum, Planning Director (619) 446-5363

**Project Type:** Mobility

**Total Value:** \$90,000



## City of San Diego Mobility On-Call

Mychal Loomis of Kittelson & Associates was involved with the development of the Mobility Element for several communities in San Diego under Mobility On-Call contracts with the City. With his previous employer, Mychal was contract manager of the current Mobility On-Call contract that is expiring in 2024 and led tasks orders for the Mira Mesa and University Community Plan Updates. He transitioned that role when leaving to join Kittelson & Associates.

Mychal also had a key role in development of the North Park, Uptown, Golden Hill, Otay Mesa, and Barrio Logan community plan updates. Through an extensive transportation analysis process, the project team worked closely with the City to assess intersections, roadway segments, pedestrian facilities, bicycle facilities, and transit operations for different future land use and roadway networks to determine the preferred overall network for the community. Each community had its unique challenges and opportunities from the land uses, physical constraints, and public input. General recommendations included improvements to walking and bicycling facilities and expanded transit services for easier and better connectivity, selective vehicle capacity improvements at key intersections or roadway segments, and enhancing emergency vehicle routes and evacuation plans. Opportunities to utilize technology advances and repurposing existing roadway widths to reduce reliance on single occupancy vehicles were explored to minimize physical reconstruction of roadways and develop placemaking of the communities.

Additional tasks that came from the On-Call included developing bicycle and pedestrian connection concepts for the Balboa Avenue Station that was created as part of the Blue Line trolley expansion, and a feasibility study for an Uptown Streetcar.

### PROJECT DETAILS

**Firm:** Mychal Loomis, prior to joining Kittelson

**Client:** City of San Diego

**Location:** San Diego, CA

**Owner Contact:** Claudia Brizuela, Associate Traffic Engineer, City of San Diego, (619) 236-6578

**Project Type:** Mobility

**Total Value:** \$1,200,000

## City of Sacramento Neighborhood Connections Plan

Kittelson is currently supporting the City of Sacramento in the development of a plan to create safe and comfortable connections for people to walk, bike, and roll on local streets to every day destinations. A special focus is placed on quick build projects for fast, cost effective, and flexible implementation. The project also includes a significant engagement component, and Kittelson is supporting the City to conduct pop up meetings, focus meetings, and a forthcoming quick build demonstration project. Key tasks include:

- » Citywide geospatial inventory of multimodal conditions, system assessment to determine gaps and enhancements needs, and a flexible data-driven project prioritization methodology that evaluated active transportation needs against safety, access, demand, and social and health inequity.
- » Identification of everyday destinations through data collection and community input and a series of analyses to understand destination access and gaps via the low stress network.
- » Data-informed Equity Assessment to identify disparities in access for diverse community groups and understand how potential projects can help improve equity outcomes.
- » Development of a low stress Neighborhood Connections network utilizing local streets that tie into a broader active transportation network and connect people to the places they want to go and people they want to see.
- » Development of a toolbox of traffic calming treatments and design guidance, including coordination with various City departments to get buy in. This effort also includes the development of a tool to identify the most appropriate treatments based on a series of inputs such as roadway type, priority users, context, and goals / needs.
- » Identification and concept design of quick build processes and opportunities based on the City's work program, engagement, and data analysis.
- » Grassroots based community engagement approach that includes three phases of engagement to bring local residents, community organizations and transportation agencies together to improve mobility options for all residents in the city's eight distinctive districts.

### PROJECT DETAILS

**Firm:** Kittelson

**Client:** City of Sacramento

**Location:** Sacramento, CA

**Owner Contact:** Jeff Jelsma, Transportation Planner (916) 808-5347

**Project Type:** Mobility

**Total Value:** \$430,000



## Mira Mesa and University Community Plan Updates

KMA conducted a market and economic assessment for major land uses within these two community plan areas (CPAs). KMA's assignment involved identification of assets and constraints affecting employment and retail development potential, itemizing near-term and long-term development opportunities for the CPAs, and financial feasibility analyses for a variation of development prototypes. KMA also provided a qualitative assessment of potential impacts resulting from the introduction of residential uses (employee housing) within or adjacent to prime industrial areas. KMA also recently completed a financial feasibility study related to increasing the inclusionary housing requirement on new residential development within the University CPA.

### PROJECT DETAILS

**Firm:** KMA

**Client:** City of San Diego

**Location:** San Diego, CA

**Owner Contact:** Coby Tomlins, Community Planning Program Manager, (619) 533-4549

**Project Type:** Economic Analysis

**Total Value:** \$75,000

## Barrio Logan Community Plan Update

KMA prepared a socioeconomic and housing analysis in support of the City of San Diego's affordable housing and residential tenant protection and assistance procedures for the Barrio Logan Community Plan Update (BLCPU). The KMA findings were used to conclude that there is a disproportionate housing need in the Barrio Logan CPA, thus creating a policy that would require a higher percentage of inclusionary affordable housing units for certain areas within the CPA. Although the BLCPU provided a path for increased housing opportunities, existing previously conforming use regulations allowed incompatible uses to continue in perpetuity. KMA was retained by the City to prepare an economic analysis to determine whether 15 years is a sufficient period. The KMA analysis concluded that it is economically viable for incompatible previously conforming uses to transition to an allowable use within 15 years.

These studies aided in the goals of the City's current Housing Action Package 2.0, which aims to create more new homes near transit, provide protections to existing residents, increase the supply of land available for new homes and incentivize new home opportunities in all communities that San Diegans of all income levels can afford.

### PROJECT DETAILS

**Firm:** KMA

**Client:** City of San Diego

**Location:** San Diego, CA

**Owner Contact:** Tait Galloway, Deputy Director (619) 533-4550

**Project Type:** Economic Analysis

**Total Value:** \$19,500

## Complete Communities – Housing Solutions Program

In 2019-2020, KMA assisted the City of San Diego with analyzing the financial feasibility of increased housing density within the City's Sustainable Development Areas (SDAs) as part of the proposed Complete Communities Housing Solutions Program (Program). This work involved financial feasibility pro forma analyses evaluating six test sites/development prototypes, ranging in density, unit mix, construction type and costs, and market rents, and 11 affordability requirements. Based on the findings from this extensive feasibility modeling, KMA recommended which scenarios were most viable and likely to stimulate accelerated housing development. Since the Program's inception in December 2020, the City has issued a total of 22 building permits, creating 1,600 homes, including 280 affordable homes.

### PROJECT DETAILS

**Firm:** KMA

**Client:** City of San Diego

**Location:** San Diego, CA

**Owner Contact:** Brian Schoenfisch, Deputy Director, Development Services, (619) 533-6457

**Project Type:** Economic Analysis

**Total Value:** \$91,000

## Preserving Affordable Housing in San Diego

HR&A developed a parcel-level inventory of all available subsidized and naturally-affordable housing in San Diego and developed financial analyses and policy recommendations to guide the City's preservation efforts. San Diego's affordable housing inventory faces mounting pressure as government-sponsored subsidized-housing restrictions expire, and units naturally-affordable through the market rapidly increase in price or move off the market. Recognizing the opportunity the City has to invest in its existing housing stock to preserve affordability, the San Diego Housing Commission (SDHC) engaged HR&A and National Housing Trust (NHT) to create the Affordable Housing Preservation Study—a robust inventory and projections of San Diego's existing affordable housing and a policy framework designed to preserve affordability. First, HR&A developed a parcel-level inventory of all the available multifamily housing in San Diego, both subsidized and naturally-affordable. To create this inventory, HR&A developed a regression algorithm that estimated the likelihood a parcel had naturally-affordable units—based on indicators like location, building age, size, and school district. Based on this analysis, HR&A developed typologies of the most common types of multifamily buildings with the most naturally-affordable units and mapped the city's NOAH inventory. HR&A then developed financial analyses for each of the typologies to estimate the subsidy required to preserve each unit.

The typology definitions informed the development of targeted policy recommendations for preservation, developed in collaboration with the National Housing Trust. The recommendation framework detailed policy tools, capacity-building, and financing sources to support preservation activities, as well as a review of nationwide best practices for preservation in comparable jurisdictions. SDHC will use these recommendations to form the basis of their preservation strategy for their general plan update and to guide policy in the coming year.

### PROJECT DETAILS

**Firm:** HR&A

**Client:** San Diego Housing Commission

**Location:** San Diego, CA

**Owner Contact:** Marcus Sproll, Special Programs Manager; (619) 578-7420

**Project Type:** Economic Analysis

**Total Value:** \$134,000

## San Diego Eviction Study

Amid the growing housing affordability crisis and the expiration of eviction moratoria set during the COVID-19 pandemic, the SDHC recognized the need for a better understanding of eviction trends and more robust programs and policies to prevent evictions. To establish a baseline understanding of evictions and to inform an evidence-based eviction prevention approach, SDHC engaged HR&A to analyze eviction-related data in the City of San Diego, catalogue and evaluate the current landscape of eviction prevention policies and programs, and highlight relevant national best practices on eviction prevention and housing stability.

HR&A analyzed local and national data sources, conducted dozens of stakeholder interviews, and evaluated best practices to inform data and policy recommendations. Particularly, spatial analyses of Unlawful Detainer case data and Sheriff Lockouts data uncovered geographic and chronological trends of evictions in San Diego. Through engagement with focus groups, interviews with community organizations and relevant City or regional departments, and surveying in-need renters, HR&A identified challenges of eviction prevention as well as opportunities to mitigate housing displacement. HR&A further corroborated the findings through best practices research of national precedents that can be referenced by SDHC in designing new and improved housing stability programs and policies to mitigate evictions.

HR&A's analysis and recommendations enable SDHC with a clear understanding of eviction trends in San Diego, challenges of existing eviction prevention programs, and opportunities to expand the impact of existing housing programs and policies to protect in-need renters. HR&A's engagement culminated in a press conference and two public meetings held by SDHC board and the San Diego City Council.

### PROJECT DETAILS

**Firm:** HR&A

**Client:** San Diego Housing Commission

**Location:** San Diego, CA

**Owner Contact:** Molly Weber, Senior Vice President, Policy & Land Use; (619) 231-9400

**Project Type:** Economic Analysis

**Total Value:** \$177,000

**See the Study Online**



## College Area Community Plan Update

- » Update to 1989 Community Plan surrounding SDSU
- » Developed a Building Typology and Development Feasibility Report in conjunction with London Moeder, Economic Consultants
- » Led community presentations, meetings and workshops focused on urban design opportunities in the community's corridors and nodes
- » Developed maps, diagrams, 3D renderings, and visualizations for use in community engagement and online survey

### PROJECT DETAILS

**Firm:** Citythinkers

**Client:** City of San Diego

**Location:** San Diego, CA

**Owner Contact:** Nathen Causman Senior Planner  
City of San Diego, (619) 236-7225

**Project Type:** Urban Design

**Total Value:** \$55,000



## University Community Plan Update

- » Update to the 1987 Community Plan surrounding UCSD
- » Developed an Urban Design vision for three station areas associated with the newly opened Mid-Coast Blue Line Trolley
- » Led community presentations, meetings and workshops focused on urban design opportunities in the community's focused growth areas
- » Developed maps, diagrams, 3D renderings, and visualizations for use in community engagement and online survey
- » Developed six prototypes for site testing and feasibility analysis in conjunction with Keyser Marston Associates

### PROJECT DETAILS

**Firm:** Citythinkers

**Client:** City of San Diego

**Location:** San Diego, CA

**Owner Contact:** Nancy Graham, Development Project Manager, (619) 236-6891

**Project Type:** Urban Design

**Total Value:** \$100,000





## Mission Valley Community Plan Update Historic Context Statement

The original 1985 Mission Valley Community Plan has undergone a comprehensive update. Under the City of San Diego and the lead planning consultant, Heritage provided a historic context statement for the planning area. The Mission Valley Community Plan Historic Context Statement provided an analytical framework for identifying and evaluating resources of the built environment by focusing on the aspects of geography, history, and culture that significantly shaped the physical development of the community's land use patterns over time. The Historic Context Statement of Mission Valley focused on pre-history through 1970, which coincided with the City of San Diego's Municipal Code's 45-year threshold to review properties which may be adversely impacted by development. The report identified periods, events, themes, and patterns of development. It also provided a framework for evaluating individual historic properties and districts in accordance with the National Register of Historic Places, the California Register of Historical Resources, and the San Diego Register of Historical Resources. The Mission Valley Community Plan along with its historic context was adopted in September 2019.

In addition to the Historic Context Statement, Heritage prepared a separate CEQA technical report as part of the environmental review process for the development of San Diego Stadium in Mission Valley. The report identified the San Diego Stadium as eligible for listing under the National, State, and San Diego registers.

### PROJECT DETAILS

**Firm:** Heritage Architecture & Planning

**Client:** City of San Diego

**Location:** San Diego, CA

**Project Contact:** Rajeev Bhatia, Dyett & Bhatia; (415) 956-4300

**Project Type:** Historic Preservation

**Total Value:** \$20,300

## Hillcrest Focused Plan Amendment

As part of an as-needed services agreement, Heritage provided historic consultation services for the Hillcrest Focused Plan Amendment (FPA). Heritage was responsible for providing a Hillcrest Historic Context Statement within the Hillcrest Focused Plan Amendment boundary which included over 300 residential and commercial properties. Working together with GPA on the Hillcrest LGBTQ+ Context Statement and conducting a subsequent survey of the boundary area, the Heritage team identified contributing resources under both contexts, and presented a potential historic Hillcrest District to the City for consideration. Heritage also participated in community outreach related to the FPA and created a Supplemental Development Regulation document for the proposed potential historic Hillcrest District.

### PROJECT DETAILS

**Firm:** Heritage Architecture & Planning

**Client:** City of San Diego

**Location:** San Diego, CA

**Project Contact:** Rajeev Bhatia, Dyett & Bhatia; (415) 956-4300

**Project Type:** Historic Preservation

**Total Value:** \$128,000

## Talmadge Park Estates Historic District National Register Nomination

Talmadge Park Estates National Register Historic District grassroots efforts began in 2000 with the community's local designation of the Talmadge Gates Historic District, culminating in 2022 with the establishment of the Talmadge Historical Society (THS). Through THS, community members spearheaded efforts to research, identify, record, and evaluate nearly 600 resources, including the developers, architects, builders, as well as significant events and persons within the boundaries of Talmadge Park subdivisions.



The Talmadge Park Estates National Register Historic District represents an evolution of San Diego’s suburban development in the wake of the Great Depression, into the incorporation of the Federal Housing Administration small/minimum house principles for neighborhood planning, and through the World War II housing shortage and construction restrictions. Represented architectural styles include Spanish Colonial Revival; the small Ranch, which originated in this neighborhood; and Minimal Traditional. The Talmadge Park Estates National Register Historic District is now the largest historic district listed in San Diego County contributing to the local preservation of San Diego’s built environment.

The crafting of the nomination was a joint effort between the THS and Heritage. Additional research was completed by both Heritage and the THS volunteers in order to provide a comprehensive context and narrative for the district nomination as well as cohesive descriptions for 419 contributing and 175 non-contributing resources. THS’ grassroots efforts, with guidance from Heritage, resulted in the recommendations in favor of the district’s National Register nomination from the City’s Historical Resources Board in January 2024, the State Historical Resources Commission in February 2024, and official listing by the National Park Service on March 25, 2024.

**PROJECT DETAILS**

**Firm:** Heritage Architecture & Planning  
**Client:** Talmadge Historical Society  
**Location:** San Diego, CA  
**Owner Contact:** Laura Henson, President; (619) 985-7311  
**Project Type:** Historic Preservation  
**Total Value:** \$25,000

**Development Impact Fee Program**

EFS was responsible for development of the initial program framework for the City of San Diego Active Transportation, Fire Rescue, Library, Mobility, and Parks facilities. EFS prepared the required Nexus Studies for each asset type in accordance with Mitigation Fee Act requirements.

**Firm:** EFS Engineering  
**Client:** City of San Diego  
**Location:** San Diego, CA  
**Owner Contact:** Heidi Vonblum, Planning Director (619) 446-5363  
**Project Type:** Public Facilities  
**Total Value:** \$25,000

**Transportation Impact Fee Program**

EFS led the development of \$1 billion transportation impact fee (TIF) program for the entire San Diego County (unincorporated area). The purpose of the TIF is to: (1) fund construction of transportation facilities necessary to reduce or mitigate impacts resulting from development within the county; and (2) spread the costs associated with construction of the facilities equitably among developing properties. The project involved: assessing existing deficiencies of the road network; estimating increased traffic volumes associated with new development; identifying road network improvements necessary to serve the increased traffic volumes; estimating construction cost of the identified improvements; developing an impact fee schedule for new development based in whole or in part on relative trip generation rates; and post adoption analyses and program update services. The project received a “2014 Engineering Excellence Award” from the American Council of Engineering Companies of California.

**PROJECT DETAILS**

**Firm:** EFS Engineering  
**Client:** County of San Diego, Planning & Development  
**Location:** San Diego County, CA  
**Owner Contact:** Jacob Armstrong, Chief; (858) 495-5340  
**Project Type:** Public Facilities  
**Total Value:** \$750,000

**On-Call Assessment Engineering Services**

EFS was responsible for a benefit apportionment and preparation of the City of San Diego Engineer’s Reports for the formation of new districts and re-engineering of existing districts in accordance with the City’s Maintenance Assessment District Ordinance, the Landscaping & Lighting Act of 1972, and Proposition 218 requirements. Cumulatively, EFS prepared over 1,100 Engineer’s Reports for districts with combined annual levies exceeding \$320 million for Fiscal Years 1999-2024. EFS provided administration and support for over 3.7 million parcels within the City over the past 24 years.

**Firm:** EFS Engineering  
**Client:** City of San Diego, Parks and Recreation Dept.  
**Location:** San Diego, CA  
**Owner Contact:** Michael Jones, Assistant Deputy Director; (619) 685-1307  
**Project Type:** Public Facilities  
**Total Value:** \$980,000

## Blueprint SD Initiative, Hillcrest FPA, and University CPU Program EIR

RECON prepared a PEIR for the Blueprint SD Initiative, Hillcrest FPA, and University CPU. The PEIR covers the adoption of the University CPU, the Hillcrest FPA, and Potential Future Citywide Land Use Changes and Land Development Code Amendments, comprehensively referred to as Blueprint SD. Blueprint SD is a new approach to comprehensive citywide planning that will proactively identify the City's housing, climate, and mobility goals and implement them throughout the City at the community plan level in a way that reflects the unique characteristics of each community. This approach will provide a citywide framework to guide and focus future land use changes in each community, in a manner that is fundamentally consistent with the City's climate, infrastructure, and environmental goals, as well as the citywide housing allocation determined by the state-mandated Regional Housing Needs Assessment. This approach will provide an equitable framework for future development that advances the City's environmental justice goals and will set the stage for streamlined CEQA processing for future City planning efforts.

### PROJECT DETAILS

**Firm:** RECON

**Client:** City of San Diego

**Location:** San Diego, CA

**Owner Contact:** Elena Pascual, Senior Environmental Planner, Planning Department, City of San Diego (619) 533-5928

**Project Type:** CEQA Documents

**Total Value:** \$294,599

## Complete Communities: Housing Solutions and Mobility Choices Program EIR

RECON recently completed an award-winning PEIR for the City's Complete Communities: Housing Solutions and Mobility Choices Program. The PEIR evaluated amendments to the San Diego Municipal Code to incentivize multi-family housing construction and affordability by allowing qualifying development to occur without further discretionary review. The PEIR also addressed implementation of a fee program to fund multimodal infrastructure improvements and evaluated adoption of a new threshold for evaluating vehicle miles traveled (VMT), consistent with Senate Bill (SB) 743.

The PEIR included analysis and assumptions for mobility improvements within road rights of way throughout the city. This PEIR received a merit award from the Association of Environmental Professionals (AEP) in 2021.

### PROJECT DETAILS

**Firm:** RECON

**Client:** City of San Diego

**Location:** San Diego, CA

**Owner Contact:** Rebecca Malone, Senior Planner, Planning Department, City of San Diego, (619) 446-5371

**Project Type:** CEQA Documents

**Total Value:** \$162,506

## Southwest Village Specific Plan Subsequent EIR

Working for Tri Pointe Homes, RECON is currently managing the environmental processing for the Southwest Village Specific Plan, a large-scale and complex project located on vacant lands in the City of San Diego. The specific plan will include up to a total of 5,130 residential units including medium-high density residential and mixed-use units, surrounded by a village core that will support a mobility hub. RECON staff have played a key role working with various City Departments to ensure coordination among all disciplines including geotechnical, engineering and planning, and provide management and oversight of the significant biological resource impacts and associated agency permitting. RECON has conducted protocol surveys for San Diego and Riverside fairy shrimp, Quino checkerspot butterfly, rare plants, and coastal California gnatcatcher and has prepared numerous mitigation plans. The EIR for this project will be a Subsequent EIR tiering from the Otay Mesa Community Plan Update EIR.

### PROJECT DETAILS

**Firm:** RECON

**Client:** Tri Pointe Homes

**Location:** San Diego, CA

**Owner Contact:** Allen Kashani, Senior Project Manager, Tri Pointe Homes, (858) 794-2510

**Project Type:** CEQA Documents

**Total Value:** \$3,818,914



## San Diego County Renewable Overlay District Study

In 2020, the San Diego County Board of Supervisors (Board) commissioned an assessment to explore implementation options with respect to a Renewable Energy Overlay District within unincorporated County area. Working within a multi-disciplinary consultant team, Chris Rhie led the geographic assessment, which identified viable areas within unincorporated San Diego County for utility-scale renewable energy developments. His team performed a comprehensive, data-driven analysis that resulted in the identification and mapping of suitable locations for multiple renewable energy technologies, including solar photovoltaics, concentrated solar power, and wind turbines. Rhie's team assessed several variables with respect to siting options for these technologies, included siting and operational constraints such as transmission infrastructure, environmental factors, and potential encroachment risks to existing land uses.

In addition, the analysis incorporated various community considerations and concerns (e.g., cultural sites, landscape aesthetics, noise pollution), ecological factors, fire and geological hazards, and other pertinent geographic information. Rhie and his team prepared the final methodology and approach, key findings, summary statistics, and more than 30 maps for inclusion in a final assessment report presented to the Board in early 2021, providing the County with both visual and analytical resources to help guide efforts toward meeting Countywide renewable energy and climate action goals.

### PROJECT DETAILS

**Firm:** Chris Rhie (Prior to founding Rhie Planning)  
**Client:** County of San Diego  
**Location:** San Diego, CA  
**Owner Contact:** Timothy Vertino, Land Use/Environmental Planner III; (619) 510-2542  
**Project Type:** Climate Resilience  
**Total Value:** \$100,000

## OurCounty: Los Angeles Countywide Sustainability Plan

OurCounty is a regional sustainability plan for Los Angeles. It is the boldest county sustainability plan in the nation. Focusing on people, OurCounty outlines what local governments and stakeholders can do to enhance the well-being of every community in the County while reducing damage to the natural environment and adapting to the changing climate, particularly focusing on those communities that have been disproportionately burdened

by environmental pollution. This plan envisions streets and parks that are accessible, safe, and welcoming to everyone; air, water, and soil that are clean and healthy; affordable housing that enables all residents to thrive in place; and a just economy that runs on renewable energy instead of fossil fuels. Chris Rhie served as the project manager, overseeing stakeholder engagement, policy development, and messaging and communications across seven consulting firms, five community-based organizations, four philanthropic partners, and three research groups at the University of California, Los Angeles. OurCounty was the recipient of the American Planning Association's 2021 Excellence in Sustainability Award in the Municipal, State, or Regional Plan category.

### PROJECT DETAILS

**Firm:** Chris Rhie (Prior to founding Rhie Planning)  
**Client:** Los Angeles County Chief Sustainability Office  
**Location:** Los Angeles County, CA  
**Owner Contact:** Rita Kampalath, Chief Sustainability Officer; (323) 459-3939  
**Project Type:** Climate Resilience  
**Total Value:** \$1.9 million

## City of Tucson Climate Action & Adaptation Plan

In 2020, Tucson Mayor Regina Romero and the City Council declared a Climate Emergency, committing the City of Tucson to achieve carbon neutrality by 2030 for local government operations. To support the achievement of this ambitious target, the City commissioned a Climate Action and Adaptation Plan to be developed by a team of consultants. The planning effort included technical greenhouse gas emissions and climate vulnerability analyses, as well as a variety of community-led dialogues and public events. The result was a collaborative and people-centered plan to support healthy communities, environmental stewardship, and a just economy and society. Chris served as the project director, managing a consultant team that included the local advocacy organization Living Streets Alliance as well as University of Arizona faculty. The Plan was adopted by Mayor and Council in March 2023.

### PROJECT DETAILS

**Firm:** Chris Rhie (Prior to founding Rhie Planning)  
**Client:** City of Tucson  
**Location:** Tucson, AZ  
**Owner Contact:** Fátima Luna, Chief Resilience Officer (520) 903-7141  
**Project Type:** Climate Resilience  
**Total Value:** \$400,000

## Technical and Management Approach

### PROJECT SET-UP, PROJECT MANAGEMENT, AND QUALITY CONTROL

The MIG Team will be immediately accessible, flexible, and nimble in responding to task orders anticipated under this contract. The entire MIG Team is located in the San Diego area and has an extensive history of having worked together on previous projects in San Diego and Southern California. MIG's offices are located in downtown San Diego, in close proximity to City of San Diego planning offices. MIG Team Leaders Rick Barrett (Principal-in-Charge) and Laura Stetson (Principal-in-Charge) will be the primary points of contact for project initiation. We expect that they will work on all assignments under this contract.

Upon project initiation, Rick, Laura, and key members of the MIG Team will meet with City staff to review and discuss each planning project and task order. MIG will develop a preliminary and final outline of tasks with task descriptions, estimated fees, and a detailed schedule. This combination of scope, fees, and schedule is the Work Breakdown Structure that will be used to manage the project towards successful completion, with a focus on closely adhering to the schedule and scope. Also, upon project initiation, Rick and Laura will coordinate with City staff to set up a schedule for recurring meetings and conference calls. Each MIG invoice will include an outline summary of key tasks completed during the invoicing period.

Within MIG, quality control is a practice demonstrated each day by every MIG employee, not only for deliverables but also for our processes and techniques for planning projects. Rick and Laura will provide direct oversight and review of project deliverables, including plans and reports by MIG and consultants for all planning projects, prior to submission to the City of San Diego Project Manager.

### COMMUNITY ENGAGEMENT

For each planning project, MIG will create a customized community engagement approach. Our deep familiarity with the San Diego community and neighborhoods will allow us to create engagement plans that match the right tool to the specific project.



The primary objective for the outreach process is to ensure a widely accepted, publicly supported plan that reflects the needs of the community and that successfully achieves approval with the City of San Diego Planning Commission and City Council. To ensure a successful outreach process, MIG will develop an outreach plan for review with City of San Diego staff that outlines methods for engaging the community in the process, communicating relevant information about the project at key junctures, and provides opportunities for providing meaningful input. MIG will ensure ample opportunities for participation from the City's diverse communities by using media channels that serve specific ethnic groups, creating translated and localized information materials, and providing language access at public meetings. Several San Diego MIG staff and team members are fluent in Spanish and French. We also have other in-house language capabilities, including Tagalog, Mandarin, Cantonese, and Hindi, among others.

MIG will design a range of community workshop activities that range from community-wide workshop settings, to stakeholder meetings and smaller groups or open house formats. Other opportunities include pop-up workshops that, in our experience, attract a wider and more diverse group of people. MIG is recognized nationally for our community engagement work. We have recently employed innovative outreach techniques throughout Southern California including San Diego, Chula Vista, County of San Diego, Manhattan Beach, Whittier, Pico Rivera, El Segundo, Santa Fe Springs, Palm Desert, and Los Angeles. Diego Velasco's pop-up outreach work in the Southeastern and Encanto Communities earned the City a National Achievement Award from the American Planning Association.





## PLANNING

Upon project initiation, MIG and City staff will determine the appropriate mix of team members based on scope. Proposed MIG Team professionals included in this proposal include specialists in community engagement, land use, mobility, economic analysis, urban design, graphics and visual simulations, historic resources, public facilities, housing, urban greening, and CEQA documents. We will undertake the following general tasks, to be modified specific to each planning assignment:

### Assess Existing Conditions and Summarize Reports

We will begin with a thorough review of all recent and ongoing specific and related planning studies, including but not limited to the City of Villages, the City of San Diego General Plan (Blueprint San Diego), and related documents such as Community Plans and Specific Plans. The review will include a high-level summary that highlights key takeaways and objectives.

The assessment of existing conditions includes not only the plans, policies, and physical conditions of existing improvements, but also market conditions, transportation issues, and infrastructure capacities of the particular neighborhood or community. We often summarize existing conditions in a PowerPoint or InDesign format with a focus on photographs with bulleted text.



## Thoroughly Understand Location Conditions

Following assessment and summary of existing reports, the MIG Team will lead a series of walking, biking, and driving tours of the project area with the City of San Diego (including key stakeholders and community if needed) to observe existing conditions, conduct site photography, formulate initial visions, and brainstorm all options. Following these tours, MIG will lead a summary session to highlight findings of tours and verify next steps.

### Create a Buildable Vision and Strategic Framework Plan

Based on monthly meetings with the City of San Diego, along with community workshops, the MIG Team will lay out initial visions and a strategic planning framework for each planning project. The strategic framework is typically built around a series of vision elements and strategies that result in the identification of transformative projects. Regardless of the type of planning project, MIG will utilize input from the City of San Diego client team, technical advisory committee, stakeholders, and the community to develop the framework plan that will guide all aspects of the project. The strategic framework plan typically becomes the executive summary at the completion of the project.





## Planning Alternatives

Depending on the type of planning project, MIG will develop an outline for the content of the planning deliverable, which may be design guidelines, zoning regulations, master plans, community plan updates, and/or specific plans. These types of projects may include the study of recommended policies for development, housing, land use scenarios and alternatives, urban design and visioning, complete streets and streetscape design, public realm design, and placemaking, as well as multimodal mobility. All of the above components are vetted internally with a focus on economics, mobility, infrastructure, and buildability. Buildable alternatives are developed that respect existing conditions but create the appropriate design reflective of the community's vision. Each plan alternative is typically measured in terms of how well it:

- » Achieves community goals
- » Engages all aspects of the community
- » Respects environmental and historic resources
- » Results in a realistic and buildable solution
- » Creates affordable plans that can be implemented
- » Has long-lasting impact

## Final Planning Documents and Deliverables

Following the review of planning alternatives with City and community stakeholders, the final plan is developed in a concise, graphically rich, and user-friendly format that also meets San Diego and California planning requirements, as well as the requirements of funding agencies such as Caltrans and SANDAG.

## Experience in the Local Environment

The MIG Team has well-established relationships with the City of San Diego's Planning and Development Services Departments, Civic San Diego (now within the City of San Diego), and SANDAG. Key members of the MIG Team have been integral leaders for many years in numerous community-based planning projects, including implementation of the City of Villages smart growth strategy, mobility and economic projects, and detailed design and construction documents for the City of San Diego and other regional entities.

The entire MIG Team has a deep knowledge of the City of San Diego planning and regulating requirements for public projects. We also have extensive familiarity with the San Diego's General Plan (Blueprint San Diego) and its commitment to balancing the needs of all modes of transportation. We understand how neighborhoods will influence the growth of San Diego, including Hillcrest, Midway, Mira Mesa, College Area, East Village, and Downtown and the waterfront, among many others.

Our planning work will conform to General Plan (Blueprint San Diego) requirements and guidelines, plus provide impetus and direction for Community Plan Updates, Master Plans, Design Guidelines, etc. Our work with communities across San Diego gives us on-the-ground knowledge and appreciation for the issues and concerns of community members and stakeholders.

Examples of projects led by MIG Team members in San Diego and the region include the following:

## PROJECTS LED BY MIG

### Urban Planning and Engagement

1. Clairemont Community Plan Update; Urban Design
2. University Community Plan Update; Urban Design
3. Mira Mesa Community Plan Update; Engagement
4. College Community Plan Update; Engagement
5. Barrio Logan Community Plan Update; Engagement
6. Hillcrest Community Plan Update; Engagement
7. Spaces to Place Design Manual and Code Updates
8. Euclid Avenue and National Avenue Master Plans
9. City of San Diego Downtown Complete Streets Mobility Study
10. 5th Avenue Promenade Assessment Report
11. 14th Street Promenade Master Plan
12. Uptown San Diego Regional Bike Corridor Project
13. Jcni Village at Market Creek Art and Urban Design Master Plan
14. County of San Diego Health and Human Services Agency Thriving Plan
15. SANDAG Healthy and Active Living Design Guidelines
16. Morena Corridor Specific Plan; Urban Design
17. San Diego Seals Mission Bay Campus Plan
18. Point Loma Nazarene University Campus Master Plan
19. San Diego Community College District Strategic Plan
20. City of San Diego Economic Viability Analysis

21. Port of San Diego Development Review Projects
22. Otay Valley Regional Park Trails Master Plan and Detailed Design
23. San Diego Childrens Zoo Concept Design
24. San Diego County Objective Design Standards
25. San Diego County VMT Implementation Plan
26. Poway Road Corridor Specific Plan
27. Fallbrook Urban Design and Subarea Plan
28. Carlsbad City Hall Consolidation Study
29. Carlsbad Village Lighting Master Plan
30. Chula Vista F Street Promenade Master Plan
31. Chula Vista Millenia Parks and Streetscape Master Plan
32. La Mesa Boulevard Complete Streets Plan
33. Santee Community Center
34. National City Palm Avenue Master Plan
35. El Cajon Forester Creek Trails

### Park Planning and Design

1. San Diego River Discovery Center at Grant Park
2. Town and Country River Park
3. North Park Mini-Park
4. Civita Parks and Streetscape Master Plan
5. Skyline Park ADA Improvements
6. Olive Grove Park ADA Improvements
7. Villa Monserate Park ADA Improvements
8. Carmel Mountain Ranch Parks Master Plan and Parks Design
9. Chula Vista Orion Park



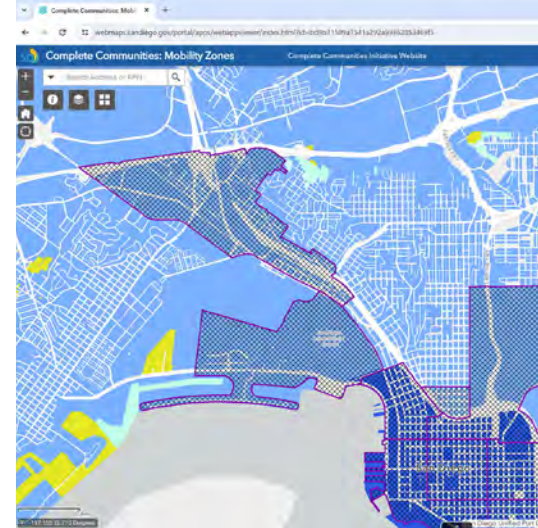


## PROJECTS INVOLVING MIG TEAM MEMBERS

1. Clairemont Community Plan Update
2. University Community Plan Update
3. College Community Plan Update
4. Mission Valley Community Plan Update
5. Old Town/Midway Community Plan Update (Economics)
6. Downtown Community Plan
7. Morena Boulevard Corridor Specific Plan
8. Southeastern San Diego and Encanto Neighborhoods Community Plan Updates
9. Golden Hill Community Plan Update
10. Euclid Market Land Use Mobility Plan
11. Hillcrest LGBTQ+ Cultural District
12. San Diego Complete Communities – Housing Solutions
13. San Diego Coastal Resilience Master Plan
14. University of San Diego Campus Master Plan and CUP
15. San Diego Mixed Use Zoning (RMX and EMX Zones)
16. Mayor's San Diego Housing Incentives Program
17. Housing projects, including the Beacon Apartments, 4th Corner Apartments, and Carmel Mountain Ranch Golf Course Housing Redevelopment
18. City of San Diego Active Transportation In-Lieu Fee Program
19. City of San Diego Transit Priority Area Parking Standards
20. 2021 SANDAG Regional Plan EIR
21. Mission Boulevard Public Spaces and Active Transportation Plan
22. Midway and Pacific Highway Community Plan Update
23. Old Town Community Plan Update
24. Build Better San Diego
25. San Diego Parks Master Plan and Needs Index
26. Santee Town Center Master Plan
27. Port of San Diego Master Plan
28. San Diego Inclusionary Affordable Housing Ordinance
29. Oceanside General Plan Update
30. Temecula Land Use Economic Opportunity Study
31. San Diego Cannabis Equity Analysis
32. San Diego Housing Commission Preserving Affordable Housing
33. San Diego Housing Commission Eviction Study
34. San Diego State University Mission Valley Campus Real Estate Advisory Services







35. SANDAG Regional Value Capture
36. San Diego Mobility On-Call
37. Balboa Avenue Station Area Specific Plan
38. SANDAG Innovative Connectors Concept
39. Caltrans Road Safety Infrastructure Plans
40. SANDAG San Diego Forward
41. Blueprint SD Initiative
42. Hillcrest Focused Plan Amendment and Historic Context Statement
43. Mission Valley Community Plan Historic Context Statement
44. San Diego County Regional Airport Authority Quieter Home Program
45. Talmadge Park Estates Historic District National Register Nomination
46. Balboa Park Ornamentation Investigation and Repair and Spreckels Organ Pavilion
47. Balboa Theater Preservation
48. Laurel Street Bridge/Cabrillo Bridge Restoration
49. Western Metal Supply Company Adaptive Reuse
50. San Diego County Administration Center Adaptive Reuse Architectural Feasibility Study and Concept Master Plan
51. San Diego Santa Fe Depot Restoration
52. University CPU Program EIR
53. Complete Communities: Housing Solutions and Mobility Choices Program EIR
54. Southwest Village Specific Plan Subsequent EIR
55. San Diego Child and Youth Master Plan; Facilitation, Community Engagement, and Strategic Planning
56. San Diego County Let's Talk Housing Workshops; Community Engagement and Facilitation
57. San Diego Housing Blueprint; Community Engagement
58. 1350 Front Street San Diego Mixed Use Development Project; Community Engagement
59. Roadmap for San Diego Advancing and Innovating Medi-Cal; Community Engagement
60. San Diego County Middle Income Workforce Housing Working Group San Diego County
61. Roadmaps for the Land Use and Environment Group and Departments; Facilitation and Strategic Planning
62. San Diego County Community Enrichment Plans; Facilitation and Strategic Planning
63. San Diego County Community Based Transportation Program; Community Outreach and Engagement
64. United Way – United for Literacy; Community and Stakeholder Facilitation and Strategic Planning
65. Oceanside El Corazon Park 1; Community Engagement
66. Dr. Seuss Foundation Strategic Plan 2024–2027; Facilitation and Strategic Planning
67. Monte Vista Affordable Housing Project; Community Outreach and Facilitation
68. City of San Diego Development Impact Fee Program Update
69. County of San Diego Transportation Impact Fee Program
70. City of San Diego On-Call Assessment Engineering Services
71. City of San Diego Proposition 218 Compliance Evaluation
72. Casa De La Playa Geologic Hazard Abatement District (Seawall Protection Project)
73. San Diego County Renewable Overlay District Study

## Proposed Project Organization

MIG is proud to present an experienced and highly qualified team to provide As-Needed Planning Multi-Disciplinary Consultant Services for the San Diego City Planning Department. Identified in the team organization chart on the following page, our team members have been selected for their strong expertise in their fields of work, as well as for their passion for the projects that result from this contract.

**As the prime consultant, MIG** will lead project administration, community outreach and engagement, land use, urban design, and urban greening. We have teamed with local firms with whom we have long-standing working relationships to ensure a strong understanding of local laws, ordinances, regulations, policies, requirements, and permitting, as well as San Diego's diverse neighborhoods and cultural communities. These **subconsultant team members**—many of which are SLBE/ELBE—include **Pendoley Strategies + Communications (PSC)** to support community engagement; **Intersecting Metrics** and **Kittelson & Associates** for mobility; **Keyser Marston Associates (KMA)** and **HR&A Advisors** for economic analysis; **Citythinkers** to support urban design; **Heritage Architecture & Planning** for heritage preservation; **EFS Engineering** for public facilities; **RECON** for CEQA documents; and **Rhie Planning** for Climate Resilience.

## Key Personnel

### PROJECT MANAGEMENT

Principals-in-Charge **Rick Barrett, ASLA, LEED AP**, and **Laura Stetson, AICP**, are local and statewide planning and design leaders with experience in land use planning policy, including General Plans, Community Plans, and Zoning and Development Codes; downtowns; transit-oriented development; streetscapes and placemaking; open space and parks; urban design and objective design standards; and community engagement and stakeholder facilitation. They have successfully led projects from high-level vision to implementation by facilitating client, community, and stakeholder collaboration and consensus. Rick and Laura will provide overall project oversight and quality control, ensuring that adequate resources are made available to the task orders issued under this contract and all contractual requirements are met. Rick and/or

Laura will work closely with the Task Leads and Project Managers assigned to each service category that will be the day-to-day contacts and be responsible for the management of the teams assembled to respond to the needs of each task order.

### TECHNICAL SUPPORT

Supporting our Project Management and Task Leads are technical experts including urban planners; urban designers; landscape architects and designers; community engagement and strategic communications specialists; land use economists and economic development strategists; transportation planners and engineers; historic preservation specialists; public facilities and infrastructure specialists; environmental planners and analysts; and resiliency and sustainability specialists.

### RESUMES

Detailed resumes, including qualifications and relevant experience, for all proposed members of the MIG Team begin on page 48. Owner contact information for relevant projects included on staff resumes is provided with our team's Experience Completing Similar Consultant Efforts.

### COMMITMENT AND STAFFING

Our proposed key personnel are committed to the MIG Team for the contract's duration. And while staffing changes can occur over the duration of a multi-year contract, changes in the team composition will take place only with prior written approval of the City.

With more than 260 professionals on staff, MIG has the personnel resources to accommodate new projects regularly and to respond to unexpected assignments. Our project teams are assembled based on staff expertise and capacity. All MIG projects and staff capacity are monitored and scheduled in coordination with existing project workloads. We utilize state-of-the-art project management and accounting software to ensure our projects are on time and on budget. We can provide reports on expended and remaining budgets by the day, with total accuracy. MIG will work with City staff to expedite acquiring and managing new assignments, ensuring project delivery, quality control, quality assurance, and the full capability and flexibility to provide the appropriate staffing as needed.

## MIG TEAM ORGANIZATION





## Richard D. Barrett, ASLA, LEED AP

### PRINCIPAL, URBAN DESIGN/URBAN GREENING LEAD | MIG

Richard Barrett is an accomplished planner and designer with expertise in leading complex, large-scale urban, and open space projects, as well as those in more intimate suburban and neighborhood settings. From the beaches of the Jersey shore to New York's Central Park, Rick was heavily influenced by the landscapes, architecture, and nature he grew up in. His sense of stewardship for the land was forged early as a teenager organizing monthly river cleanups. This influence can be seen in the artful blend of ecology, creativity, innovation, and inclusivity that he brings to the design and planning process. Whether it's a downtown waterfront or a park master plan, Rick leads clients, stakeholders, and community members in defining a common vision and detailing how that vision can be achieved. His deep respect for the environment is reflected in his dedication to the design and development of environments that meet accepted high levels of environmentally responsible, sustainable development. On every project, Rick is in constant pursuit of new ways to improve the quality and aesthetics of life for all people.

#### AREAS OF EXPERTISE

- » Project Administration
- » Community Engagement
- » Land Use
- » Urban Design
- » Urban Greening

#### EDUCATION

- » BS, Landscape Architecture and Environmental Planning, Utah State University
- » Certificate in Project Management, George Washington University

#### REGISTRATIONS

- » LEED Accredited Professional

#### PROFESSIONAL AFFILIATIONS

- » American Society of Landscape Architects (ASLA)
- » U.S. Green Building Council

#### AWARDS

- » Poway Road Corridor Specific Plan - Urban Design Award
- » 14th Street Promenade Streetscape Master Plan, San Diego APA Award, 2017
- » F Street Promenade Streetscape Master Plan, San Diego APA and Circulate San Diego Momentum Award, 2018

#### SELECTED PROJECT EXPERIENCE

- » City of San Diego Various Projects; Morena Boulevard Design Review, Clairemont Community Plan Update, University Community Plan Update, Complete Communities, Spaces as Places Design Manual, and Blueprint San Diego, San Diego, CA
- » County of San Diego Department of Planning and Development Services As-Needed Advanced Planning Services; Objective Design Standards; Advance Planning Content Guide; Environmental Justice Communities Criteria; Fallbrook Village Vision Plan and Sub Area Plan; Resource Protection and Grading Ordinance Preparation; PDS Vehicle Miles Travelled; Twin Oaks Community Plan Update; and Alpine Community Plan Implementation Phase I, San Diego, CA
- » San Diego Unified Port District As-Needed Development Services, San Diego, CA
- » 14th Street Promenade Streetscape Master Plan, San Diego, CA
- » F Street Promenade Streetscape Master Plan, Chula Vista, CA
- » Millenia Public ROW Improvements, Chula Vista, CA
- » Carlsbad Growth Management Plan, Carlsbad, CA
- » Manhattan Beach Outdoor Dining Program, Manhattan Beach, CA
- » Poway Road Corridor Specific Plan, Poway, CA
- » Thriving - Livability, Sustainability, and Healthy Communities Guidelines, San Diego, CA
- » Santa Ysabel Tribal Master Plan, Lipay Nation of Santa Ysabel, Santa Ysabel, CA
- » Euclid and National Avenues Master Plans, San Diego, CA
- » Barrio Logan Community Plan, San Diego, CA





## Laura R. Stetson, AICP

PRINCIPAL, LAND USE LEAD | MIG

Laura Stetson's leadership and award-winning expertise in land use planning and zoning has contributed to the thoughtful revitalization of many cities throughout California. For Laura, it all started with her fascination for maps and the stories they tell about cities. Understanding the spatial layout of a community and its human impacts enables her to use policy to shape the environment in a positive way. In turn, the policy documents she helps to craft—general plans, housing elements, specific plans, zoning codes, and CEQA documents—guide positive change for the people in those communities. A self-defined “fixer,” Laura uses her management and facilitation skills to engage clients and stakeholders in collaborative problem-solving. If vision is considered both a starting point and overarching goal for planning, Laura's strength lies in taking that vision and mapping out the best routes to implementation. She methodically analyzes and synthesizes the potential implications and outcomes associated with policies that regulate not only how land will be used, but what, where, and how desirable new construction occurs. Because the plans she develops have long-term impacts, Laura strives to ensure that they meet multiple objectives and are adaptable to changing circumstances.

### AREAS OF EXPERTISE

- » Project Administration
- » Community Engagement
- » Land Use
- » CEQA Documents

### EDUCATION

- » BS, Environmental Earth Science, Stanford University
- » Graduate Coursework in Public Administration, American University

### REGISTRATIONS

- » American Institute of Certified Planners (AICP)
- » California Planning Roundtable

### PROFESSIONAL AFFILIATIONS

- » American Planning Association (APA)

### AWARDS

- » Poway Road Corridor Specific Plan; San Diego APA Award
- » Redwood City General Plan APA Award, California Chapter
- » Baldwin Park Health and Sustainability Element APA Award, California Chapter

### SELECTED PROJECT EXPERIENCE

- » County of San Diego Development Feasibility Assessment, San Diego County, CA
- » Poway Road Corridor Specific Plan, Poway, CA
- » General Plan updates for the cities of Arcadia, Atascadero, Baldwin Park, Brea, Burlingame, Costa Mesa, Cudahy, La Puente, La Palma, Rancho Cucamonga, Rialto, Colton, Long Beach, Monterey Park, Santa Fe Springs, Paramount, Downey, Torrance, Redwood City, Walnut, Whittier, Vernon, and Commerce, CA
- » Zoning Code updates for the cities of San Luis Obispo, Paso Robles, Arcadia, Baldwin Park, Burlingame, La Palma, La Puente, La Mirada, Duarte, Garden Grove, and Vernon, CA
- » Housing Element Updates for Atascadero, Azusa, Baldwin Park, Cupertino, Downey, Garden Grove, Lancaster, Loma Linda, Marin County, Monterey Park, Palo Alto, and San Carlos, CA
- » Objective Design Standards for San Diego County, Agoura Hills, Concord, San Carlos, and San Mateo, CA
- » Whittier Planning Services, Whittier, CA
- » Santa Fe Springs General Plan Update and Targeted Zoning Code Amendments, Santa Fe Springs, CA
- » Burlingame General Plan and Zoning Code Comprehensive Updates, Burlingame, CA
- » Redwood City General Plan, Housing Element, and Focused Zoning Code Update, Redwood City, CA
- » Smoky Hollow Specific Plan Update and Program EIR, El Segundo, CA





## Ramona McCabe

### COMMUNITY OUTREACH AND ENGAGEMENT LEAD | MIG

Ramona McCabe offers enhanced skills in project management, engagement, and strategic problem-solving from a decade of experience in direct service to vulnerable populations, program management, and public agency/nonprofit partnerships. Ramona's previous work providing equitable community services gives her a nuanced perspective on how well-designed spaces and services can impact long-term outcomes for communities, especially those that are under-resourced or historically disadvantaged. She understands how to interpret regulations and navigate bureaucracies that dictate how programs and services are delivered. This understanding supports Ramona's commitment to innovation and finding solutions that will move the needle on equitable practices. Her relationship-building facility, Spanish fluency, and passion for authentic and collaborative engagement supports communities, colleagues, and clients in examining and recreating systems and spaces that function for all.

#### AREAS OF EXPERTISE

- » Community Outreach and Engagement

#### EDUCATION

- » Master of Public Administration, San Francisco State University
- » BA, American Studies, Macalester College, Magna Cum Laude

#### PRESENTATIONS

- » Racial Equity in Eligibility, Recruitment, Selection, Enrollment, and Attendance (ERSEA), Head Start Region 9, 2022

#### SELECTED PROJECT EXPERIENCE

- » San Diego County Child Care Blueprint Implementation, San Diego County, CA
- » County of San Diego Development Feasibility Assessment, San Diego County, CA
- » Richmond Green-Blue New Deal Community Engagement, Richmond, CA
- » Ferndale Community Transportation Outreach, Ferndale, CA
- » Kalmanovitz Child Development Center Strategic Plan, San Francisco, CA
- » California Biodiversity Network Stewardship Workforce Development Programs Environmental Scan and Implementation Planning, Statewide, CA
- » Bay Area Air Quality Management District Community Engagement, San Francisco, CA
- » Vision Zero Community Engagement, San Jose, CA
- » Community Assessment for Head Start and Early Head Start, Santa Cruz County, CA\*
- » Development and Implementation of COVID-19 Response for Head Start and Early Head Start, Santa Cruz County, CA\*
- » Policy Council Training and Support Revamp, Watsonville, CA\*
- » Board of Trustees Training, Santa Cruz, CA\*
- » Housing Policy Analysis: Empty Homes Tax, San Francisco, CA\*
- » Housing Policy Analysis: Eliminating Single Family Zoning, San Francisco, CA\*

\* Work completed prior to joining MIG



## Jaclyn Walian

### STRATEGIC COMMUNICATIONS SPECIALIST | MIG

Jaclyn Walian is an experienced public relations, marketing, and communications professional. She spent the last seven years at a San Diego public relations firm honing her skills in national and regional media relations, corporate communications, corporate social responsibility, strategic planning, and project management. Jaclyn is a creative thinker and prides herself on her meticulous attention to detail and knack for organization. Jaclyn has worked with a variety of clients in an array of industries, including nonprofit, B2B, lifestyle, healthcare, arts & culture, entertainment, events, and more.

Career highlights include a feature on the TODAY show and running a massively successful campaign for Susan G. Komen San Diego. She is most proud of her media hits in *The Wall Street Journal*, *The Washington Times*, *NPR*, *Los Angeles Times*, *Entrepreneur*, U-T San Diego covers, *San Diego Magazine*, and *Triathlete Magazine* to name a few.

#### AREAS OF EXPERTISE

- » Community Outreach and Engagement

#### EDUCATION

- » BA, Journalism and Media Studies, Public Relations Emphasis; Minor in Spanish, California State University, San Diego

#### SELECTED PROJECT EXPERIENCE

- » First 5 San Diego Commission, Strategic Communications, Media Relations, Branding, Marketing, San Diego, CA
- » Community Resource Center, Strategic Communications, Media Relations, Branding, Marketing, San Diego, CA
- » Project Clean Water, Strategic Communications, Media Relations, Branding, Marketing San Diego County Stormwater, San Diego, CA
- » San Diego Quality Preschool Initiative, Marketing, Media Relations San Diego County Office of Education, San Diego, CA
- » Neighborhood House Association, Marketing, Branding, Media Relations, San Diego, CA
- » 3C-REN Media Relations Tri-County Regional Energy Network, San Luis Obispo, Santa Barbara, and Ventura, CA
- » City of Pasadena, Organics Recycling Program, Pasadena, CA
- » City of San Francisco, Media Relations for Vision Zero, San Francisco, CA
- » National University System PreK-12 Stanford Programs, La Jolla, CA
- » Comic-Con Museum, San Diego, CA
- » Mental Health Systems Website, San Diego, CA
- » Santa Clara County Distracted Driving Campaign, Santa Clara County, CA
- » Jewish Family Service of San Diego Strategic Plan, San Diego, CA
- » San Diego Art Institute, Marketing and Media Relations, San Diego, CA\*
- » Art San Diego, Marketing and Media Relations, San Diego, CA\*
- » Little Italy Business Improvement District, Media Relations and Social Media, San Diego, CA\*

\*Work completed prior to joining MIG



## Joey Nielsen

### DIGITAL ENGAGEMENT ASSOCIATE | MIG

Joey Nielsen provides his skills and expertise in strategic communications, report production and management, and community outreach in support of projects throughout Southern California and the Pacific Northwest. His work has addressed a range of planning issues, including stormwater management, public safety, streetscape and urban design, land use planning, and parks and recreation.

With extensive experience as a public communicator, Joey excels in facilitating both digital and in-person workshops, meetings, and focus groups. He is able to guide productive discussions, extract valuable insights, and foster collaboration among participants from varied backgrounds. Throughout his career, he has demonstrated the ability to develop and implement effective communication strategies that align with organizational objectives and resonate with diverse audiences. Joey's expertise in community engagement has allowed him to forge strong relationships with stakeholders, organizations, and members of the public, ensuring their perspectives are heard and valued in the decision-making process. Joey's proficiency in leveraging digital platforms maximizes outreach and fosters meaningful interactions with a wide range of communities. Passionate about strategic communication, his expertise makes him a valuable asset in driving impactful initiatives and achieving successful outcomes for any organization.

#### AREAS OF EXPERTISE

- » Community Outreach and Engagement

#### EDUCATION

- » BA, Political Science, Georgia College and State University

#### CERTIFICATIONS

- » Skillshop Google Analytics Certified
- » HubSpot Social Media Certified

#### SELECTED PROJECT EXPERIENCE

- » County of San Diego Development Feasibility Assessment, San Diego County, CA
- » La Mesa Complete Streets Plan, La Mesa, CA
- » Orange County Stormwater Program, H2OC, Orange County, CA
- » San Diego County Water Authority Stormwater Program, San Diego, CA
- » Chehalis Basin LAND for Flood Damage Reduction, Chehalis, WA
- » City of San Diego Community Planning Areas, Major Planning Initiatives, Engagement/Communications, San Diego, CA
- » Tigard Parks System Master Plan, Tigard, OR
- » Pasadena General Plan Implementation Outreach and Communications, Pasadena, CA
- » Washington State Parks Signage Manual Update, Olympia, WA
- » University of Southern California Native and Climate Adapted Plant Master Plan, Los Angeles, CA
- » San Diego County Eligibility Operations, San Diego, CA
- » County of San Diego Department of Planning Services, San Diego, CA



## José M. Rodriguez

SENIOR PLANNER, DIRECTOR OF GIS SERVICES | MIG

With extensive experience spanning over two decades, José M. Rodriguez is a seasoned manager of advanced planning projects who excels in leading community engagement and outreach programs. His expertise includes managing a wide range of planning projects such as general plans, housing elements, specific plans, zoning ordinances, objective design standards, and guidelines. José has also helped numerous cities adopt certified housing elements that satisfy the Regional Housing Needs Assessment requirements, utilizing Geographic Information System (GIS) to pinpoint suitable housing sites. He has a track record of developing both focused and comprehensive zoning ordinances and development codes, and is currently aiding the City of Whittier in preparing their objective design standards and focused zoning code amendments. Additionally, José is providing his expertise to other cities in preparing zoning amendments to address the 6th Cycle Housing Element implementation programs.

As Director of MIG GIS Services, José specializes in land use analysis and zoning map updates, having successfully updated the land use and zoning maps for the cities of Paramount and Montebello, converting their outdated maps to parcel-specific GIS maps. His most recent project involves assisting municipalities in Contra Costa County to create an online GIS map that identifies 6th Cycle Housing Element sites and their proximity to high-quality transit corridors.

### AREAS OF EXPERTISE

- » Community Engagement
- » Land Use and GIS

### EDUCATION

- » MUP, University of California, Los Angeles
- » BS, Urban and Regional Planning California State Polytechnic University, Pomona

### PROFESSIONAL AFFILIATIONS

- » American Planning Association (APA)

### TEACHINGS

- » Adjunct Professor, Department of Urban and Regional Planning, California State Polytechnic University, Pomona

### SELECTED PROJECT EXPERIENCE

- » Whittier General Plan Update and Planning Services, Whittier, CA
- » Santa Fe Springs General Plan Update and Target Zoning Code Amendments, Santa Fe Springs, CA
- » Desert Hot Springs General Plan Update, Desert Hot Springs, CA
- » Santa Ana General Plan Technical Studies and Zoning Code Update, Santa Ana, CA
- » Long Beach Land Use Element, Long Beach, CA
- » Burlingame General Plan and Zoning Ordinance, Burlingame, CA
- » Paramount Housing, Safety, and Environmental Justice Elements, Paramount, CA
- » Signal Hill Environmental Justice and Environmental Resources Elements, Signal Hill, CA
- » Commerce General Plan and Zoning Update, Commerce, CA
- » Compton General Plan Update, Costa Mesa, CA
- » Walnut General Plan Update, Walnut, CA
- » Montebello GIS Zoning Map Services, Montebello, CA





## Diana Gonzalez

### SENIOR PLANNER | MIG

Diana Gonzalez has over 20 years of extensive and varied land use planning experience. Diana has been a member of teams preparing general plans, specific plans, and special planning studies such as park and recreation master plans. She is one of MIG's in-house housing experts and has worked with numerous jurisdictions to attain State certification in the 5th and 6th cycles. She is currently working with several jurisdictions who have requested assistance to achieve certification. She also has experience in public outreach and has a high level of expertise and experience in graphic and geographic information system mapping. She has produced mapping, demographic, and spatial analysis for several large-scale projects including land use impact analyses.

#### AREAS OF EXPERTISE

- » Community Engagement
- » Land Use, Housing, and GIS

#### EDUCATION

- » MA, Urban Planning, University of California, Los Angeles, CA
- » BA, Political Science and Communication Studies, University of California, Los Angeles, CA

#### PROFESSIONAL AFFILIATIONS

- » American Planning Association

#### SELECTED PROJECT EXPERIENCE

- » La Mesa 2013-2021 Housing Element, La Mesa, CA
- » San Marcos 2013-2021 Housing Element, San Marcos, CA
- » Compton General Plan, Compton, CA
- » Desert Hot Springs General Plan, Desert Hot Springs, CA
- » Downey 2021-2029 Housing Element, Downey, CA
- » Lake Elsinore 2021-2029 Housing Element, Lake Elsinore, CA
- » Monrovia 2021-2029 Housing Element, Monrovia, CA
- » Atascadero 2021-2028 Housing Element, Atascadero, CA
- » Paso Robles 2021-2028 Housing Element, Paso Robles, CA
- » Desert Hot Springs 2014-2021 Housing Element, Desert Hot Springs, CA
- » Fresno 2015-2023 Housing Element, Fresno, CA
- » Garden Grove 2008-2014 and 2014-2021 Housing Elements, Garden Grove, CA
- » La Puente 2008-2014 Housing Element, La Puente, CA
- » Loma Linda 2014-2021 Housing Element, Loma Linda, CA
- » Monterey Park 2008-2014 and 2014-2021 Housing Elements, Monterey Park, CA
- » Orange County 2010-2015 Consolidated Plan, Orange County, CA
- » San Juan Capistrano 2014-2021 Housing Element, San Juan Capistrano, CA
- » South El Monte 2014-2021 Housing Element, South El Monte, CA





## Allison Lee

### SENIOR PLANNER | MIG

Allison Lee brings diverse professional experience to her planning and design work. She integrates years of teaching, of research, of managing and assisting projects, and of working with communities across the United States and Asia on a variety of initiatives related to planning, development, and cultural resource protection. Allison uses data and GIS to analyze existing conditions and to strategize best operations. Building on her teaching experience, she develops innovative methods of communicating complex city and regional issues to stakeholders using research, writing, and design. Allison is an advocate for community self-determination, and her work aims to provide research and tools for the creation of better societies.

#### AREAS OF EXPERTISE

- » Community Engagement
- » Land Use

#### EDUCATION

- » Master in City Planning, Massachusetts Institute of Technology
- » MS, Architectural Conversation, The University of Hong Kong
- » BA, Social & Cultural Analysis, New York University

#### CERTIFICATIONS

- » Meets the Secretary of the Interior's Professional Qualification Standards in History

#### PRESENTATIONS

- » World Urban Forum 9, "Heritage-Based Inclusive Development in Asian Cities", 2018

#### PUBLICATIONS

- » "Asia Conserved III", UNESCO, 2019

#### SELECTED PROJECT EXPERIENCE

- » County of San Diego Development Feasibility Assessment, San Diego County, CA
- » Environmental Justice Element, San Diego County, CA
- » Growth Management Plan, Carlsbad, CA
- » General Plan Update, Compton, CA
- » Parks, Recreation, and Community Services Master Plan, Lakewood, CA
- » Parks and Recreation Master Plan, Paramount, CA
- » Parks and Recreation Facilities Master Plan, Hercules, CA
- » Bear Gulch Cultural Landscape Report, Pinnacles National Park, National Park Service
- » Recreation and Parks Master Plan Update, Bakersfield, CA
- » Parks Plan 2040, Sacramento, CA
- » Regional Food Hub Strategic Planning, North Central Massachusetts, MA\*
- » Living Wage Calculator, Massachusetts Institute of Technology, MA\*
- » Industrial Remix: Integrating Manufacturing in Regio Parco, Torino, Italy\*
- » World Heritage Site Management Plan (course), Kathmandu, Nepal\*
- » Hong Kong Cultural Mapping & Neighborhood Survey, Hong Kong SAR, China\*
- » Post-earthquake Disaster Recovery and Artifact Recording, UNESCO Kathmandu, Nepal\*
- » Cultural Mapping Workshops and Public Exhibition, HKICON, Hong Kong SAR\*
- » Historic Context Research for the Protection of Fung Shui Woods, The University of Hong Kong, Hong Kong SAR\*
- » Historic Context Statement for the Fung Ping Shan Building (Declared Monument), Hong Kong University Museum and Art Gallery, Hong Kong SAR\*
- » Downtown Yangon Cultural Mapping Community Survey and Documentation, The University of Hong Kong / Yangon Heritage Trust, Myanmar\*

\* Completed prior to joining MIG



## Roxanne Borzo Bertrand

### SENIOR PROJECT ASSOCIATE | MIG

Roxanne Borzo Bertrand is an advocate for change committed to creating spaces that inspire curiosity, facilitate active living, address social issues, and enable policy change. As an urban planner, Roxanne has contributed to a broad range of projects for public agencies, nonprofit organizations, and private firms with work centered around community-driven planning, equity, advocacy, policy, research, and design. Her broad work experience has involved transit-oriented development, BRT and bicycle facilities planning, station area planning, land use planning, environmental conservation, community outreach, and policy writing.

Roxanne's passion lies at the intersection of land use policy and the built environment. Roxanne is driven by looking at the whole picture, integrating urban design, active transportation, environmental conservation, and social issues, such as housing affordability, into policy. Utilizing GIS, Adobe Illustrator, and other programs, Roxanne depicts the analysis of existing site conditions with compelling infographics, maps, and site plans that engage clients and communities. She is a design thinker, addressing urban challenges and constraints by questioning common assumptions with plans and designs grounded in sound data and well-researched analysis.

#### AREAS OF EXPERTISE

- » Community Engagement
- » Land Use
- » Urban Design

#### EDUCATION

- » MA, Urban & Regional Planning, University of Colorado Denver
- » MA, Urban Design, University of Colorado Denver
- » BA, Environmental Science, Saint Louis University

#### PROFESSIONAL AFFILIATIONS

- » American Planning Association
- » Urban Land Institute

#### SELECTED PROJECT EXPERIENCE

- » Smoky Hollow Specific Plan, El Segundo, CA
- » San Carlos Focused General Plan Update and Zoning Ordinance Revisions, San Carlos, CA
- » Grover Beach Focused Zoning Code Update, Grover Beach, CA
- » Arcadia Zoning and Subdivision Code Update Arcadia, CA
- » Atascadero General Plan, Atascadero, CA
- » Whittier General Plan, Whittier, CA
- » Monterey Park Land Use Element, Monterey Park, CA
- » Atascadero Objective Design Standards, Atascadero, CA
- » La Habra Boulevard Specific Plan Update, La Habra, CA
- » Arroyo at Monrovia Square Revised Specific Plan, Monrovia, CA
- » Santa Ana Parks, Facilities, Trails and Open Space Master Plan, Santa Ana, CA
- » Port Hueneme Parks Master Plan, Port Hueneme, CA
- » Bakersfield Recreation and Parks Master Plan Update, Bakersfield, CA
- » Toluca Lake Lankershim Boulevard Conceptual Streetscape Plan, Los Angeles, CA
- » Santa Clara Housing Element, Santa Clara, CA
- » Norwalk Housing Element, Norwalk, CA
- » Los Angeles Countywide Comprehensive Parks and Recreation Needs Assessment Plus (PNA+), Los Angeles, CA



## Steven Davidovas

### SENIOR URBAN DESIGNER AND PLANNER | MIG

With his architectural background and keen eye for visual presentation, Steven Davidovas has designed and worked on a range of project types including master plans, streetscapes, mixed-use communities, and single-family residences. He is committed to the importance of collaborative and integrated design in creating engaging and functional environments that fulfill community and client needs. His graphic presentation skills have become an integral part of the MIG community engagement process, enabling participants to see the potential in each project design.

Steven designs based on the principles of service, sustainability, and connection to the natural environment. He sees his role as a designer as one of social responsibility and strives to bring best practices forward in each project.

### SELECTED PROJECT EXPERIENCE

- » Spaces as Places Design Manual, San Diego, CA
- » La Mesa Boulevard Complete Streets Master Plan, La Mesa, CA
- » F Street Promenade Streetscape Master Plan, Chula Vista, CA
- » Euclid Avenue and National Avenue Master Plans, San Diego, CA
- » San Diego University Community Plan Update, San Diego, CA
- » Clairemont Urban and Mobility Design Services, San Diego, CA
- » San Diego River Discovery Center, San Diego, CA
- » T+C Public Park, San Diego, CA
- » Poway Corridor Specific Plan, Poway, CA
- » Laguna Beach Downtown Specific Plan, Laguna Beach, CA
- » LA Great Streets - DIY Manual and Three Corridors, Los Angeles, CA
- » LA Great Streets Challenge, Los Angeles, CA
- » Salt Lake City Northwest Quad Redevelopment, Salt Lake City, UT
- » Fallbrook Village Sub-Area Plan, Fallbrook, CA
- » Broadway Manchester Equity Project, Los Angeles, CA
- » Sacramento State Ramona Campus Master Plan, Sacramento, CA
- » Santa Ysabel Tribal Master Plan, Iipay Nation of Santa Ysabel, Santa Ysabel, CA
- » Reimagine Ventura Boulevard Streetscape Improvements, Los Angeles, CA

### AREAS OF EXPERTISE

- » Community Engagement
- » Land Use
- » Urban Design

### EDUCATION

- » MArch, Andrews University
- » BSArch, Andrews University

### AWARDS

- » F Street Promenade Streetscape Master Plan, San Diego APA Transportation Planning Award, 2018
- » F Street Promenade Streetscape Master Plan, Circulate San Diego 2018 Momentum Award for Complete Streets
- » Student Merit Award 2016, Congress for New Urbanism, Twin Cities Harbor, St. Joseph and Benton Harbor, MI



## Ryan Kucinski, LFA

### URBAN DESIGNER | MIG

Ryan Kucinski applies his extensive multidisciplinary experience to address a range of urban planning issues—from land use and transportation to social equity and sustainability. Building, drawing, and creating from an early age, Ryan found that urban planning enabled him to consider problems rationally and analytically, but also to push beyond the norm to find creative solutions. He views each project as an opportunity to facilitate collaborative exploration and decision-making that result in positive impacts at two scales—locally and rippling outward globally. Ryan’s knowledge and skills as a manager, moderator, and communicator enable him to balance the perspectives of multiple clients, professions, and stakeholders to achieve the best outcomes. With his Living Future Accreditation (LFA), he leverages his understanding of the most ambitious, advanced, and holistic design standards to help clients and communities reimagine how to plan systems and rebuild cities by addressing the defining issues of the 21st Century—to improve quality of life and live sustainably with the planet, together. Ryan constantly seeks to learn from each project experience, which reveal new ways to innovate and contribute to future project successes.

### AREAS OF EXPERTISE

- » Community Engagement
- » Urban Design

### EDUCATION

- » MUP, University of Southern California, Los Angeles, CA (Honors; certificate of real estate development)
- » BA, Environmental Design, SUNY Buffalo

### REGISTRATIONS

- » Living Future Accreditation (LFA)

### PROFESSIONAL AFFILIATIONS

- » American Planning Association
- » International Living Future Institute

### SELECTED PROJECT EXPERIENCE

- » San Diego Objective Design Standards, San Diego, CA
- » Santa Barbara State Street Master Plan, Santa Barbara, CA
- » San Mateo Objective Design Standards, San Mateo, CA
- » Whittier Focused Zoning Updates, Whittier, CA
- » Historic Whittier Boulevard Specific Plan & Multimodal Plan, Pico Rivera, CA
- » Lupine Plaza Conceptual Design Study, Palm Desert, CA
- » LADOT Intersection Improvements Study, Los Angeles, CA
- » LAX Central Terminal Area Landscape Vision Study, Los Angeles, CA
- » Covina Active Streets and Multimodal Connectivity Plan, Covina, CA
- » Southern California Association of Governments (SCAG) High Quality Transit Areas Toolkit and Pilot Projects, SCAG Region, CA\*
- » LA River Bikeway and Greenway Design Completion Project Feasibility Study, Los Angeles, CA\*
- » LA River Bikeway Downtown Visioning Study, Los Angeles, CA\*
- » California Active Transportation Planning Safe Routes to School Grants, Los Angeles, CA\*
- » Long Beach Downtown and TOD Pedestrian Master Plan, Long Beach, CA\*
- » Los Angeles Union Station Master Plan, Los Angeles, CA\*
- » Los Angeles Community College District (LACCD) Master Plan Updates, Los Angeles, CA\*

*\*Work completed prior to joining MIG*





## Fernanda Suarez

### PROJECT ASSOCIATE | MIG

Since joining MIG, Fernanda Suarez has assisted in the design, documentation, and graphic production of various project types. Her eye for detail and graphic skills have greatly contributed to many streetscapes, parks, master plans, and engagement projects. Fernanda enjoys all steps of the design process, from site visits to conceptual design to construction documentation and observation. She aids and collaborates with team members across all fields, providing design and technical assistance.

Fernanda believes in the importance of design and community engagement, which is why she is committed to designing spaces that connect people to each other and to their natural environment.

#### AREAS OF EXPERTISE

- » Community Engagement
- » Urban Design
- » Urban Greening

#### EDUCATION

- » BS, Landscape Architecture, California State Polytechnic University, Pomona

#### PROFESSIONAL AFFILIATIONS

- » San Diego Horticultural Society

#### SELECTED PROJECT EXPERIENCE

- » Clairemont Urban and Mobility Design Services, Clairemont, CA
- » Chula Vista Mobility Outreach, Chula Vista, CA
- » Orion Park, Chula Vista, CA
- » Carmel Mountain Ranch Landscape Design and Outreach, San Diego, CA
- » Rancho Mirage Community Landscape Design and Enhancement, Rancho Mirage, CA
- » Olive Grove Community Park ADA and Playground Improvements, San Diego, CA
- » Santa Ysabel Tribal Community Plan, San Diego, CA
- » Santa Ana General Plan and Technical Studies, Santa Ana, CA
- » Bascom Corridor Complete Streets Study, San Jose, CA
- » Santa Clara Patrick Henry Drive Specific Plan, Santa Clara, CA
- » Freedom Circle Focus Area Plan, Santa Clara, CA
- » LADOT Stress Free Connections, Los Angeles, CA
- » Healdsburg Avenue Improvement Study, Healdsburg, CA
- » College of the Desert, Palm Springs, CA
- » St. Olaf College Landscape Design, Northfield, MN
- » Sacramento State, Ramona Campus Master Plan, Sacramento, CA
- » LACCD, Mission College Landscape Master Plan, Los Angeles, CA
- » LACCD, Pierce College Landscape Master Plan, Los Angeles, CA
- » LACCD, Valley College Landscape Master Plan, Los Angeles, CA





## Melissa J. Erikson, PLA, ASLA

### PRINCIPAL LANDSCAPE ARCHITECT | MIG

Melissa Erikson is an accomplished landscape architect and designer who grew up finger-tracing land contours on *National Geographic* maps, and is now shaping them in the public realm for people of all ages and abilities. Her work encompasses a diverse range of outdoor spaces from parks and plazas to trails and streets—with the common purpose of connecting people to nature and fostering positive associations to story, memory, and place. A collaborative problem-solver, Melissa finds inspiration in bringing together multiple disciplines and perspectives to create designs that respond to the physical, environmental, and cultural characteristics of a site. With her creativity and attention to detail, she listens thoughtfully and makes the appropriate connections between people and ideas to arrive at consensus-based solutions. She focuses her passion and enthusiasm toward developing sustainable public landscapes that engage the senses, promote interaction, and give voice to each community's story.

### AREAS OF EXPERTISE

- » Urban Greening

### EDUCATION

- » MLA, University of California, Berkeley
- » BA, Studio Art with Psychology, St. Olaf College, Northfield, Minnesota

### REGISTRATIONS

- » Landscape Architect: CA #5024, OR #LA0919, TX #3243, CO #1394, MN #58375

### PROFESSIONAL AFFILIATIONS

- » American Society of Landscape Architects (ASLA), Past-President, Oregon Chapter

### SELECTED PROJECT EXPERIENCE

- » T+C Park, San Diego, CA
- » Los Angeles Countywide Comprehensive Parks and Recreation Needs Assessment Plus (PNA+), Los Angeles, CA
- » Heritage Community Park Improvements Master Plan, Irvine, CA
- » Los Altos Community Center, Los Altos, CA
- » Herz Playground, San Francisco, CA
- » Koret Children's Quarters, Golden Gate Park, San Francisco, CA
- » Emma Prusch All-Inclusive Playground and Restroom, San José, CA
- » Rainbow Play for All Park, San José, CA
- » San José Trail Network Planning and Design Toolkit, San José, CA
- » Fresno Department of Parks and Recreation Self-Evaluation and Transition Plan, Fresno, CA
- » Downtown Fort Worth Streetscape Improvements, Fort Worth, TX
- » Forest Grove Festival Street and Streetscape, Forest Grove, OR
- » Hidden Creek Park West, Hillsboro, OR
- » Wilsonville I-5 Pedestrian Bridge, Wilsonville, OR
- » Downtown Fort Worth Heritage Park, Fort Worth, TX
- » University of California, San Francisco, Universal Design Guidelines, San Francisco, CA
- » University of California, Berkeley, Campus Facilities Accessibility Surveys and Paths of Travel Surveys, Berkeley, CA
- » Park and Recreation System Master Plan, Cupertino, CA
- » On-Call Landscape Architect Services, San José, CA
- » On-Call Landscape Architect Services, Cupertino, CA



## Nathaniel Riedy, PE

### SENIOR INFRASTRUCTURE ENGINEER | MIG

Nathaniel Riedy is a highly skilled and adaptable civil engineer whose experience and expertise have contributed to infrastructure projects across the country. Nathaniel's early aspiration to improve quality of life in the built environment is continuously achieved with each new project—from site engineering and stormwater management to utility design and street improvements. As a project manager, he is committed to project stewardship from initial planning to post-construction sustainability. As a water resources and environmental engineering specialist, Nathaniel focuses on using green infrastructure and Low Impact Development principles to meet performance targets, mitigate costs, facilitate future maintenance, and protect or enhance the environment. His cross-training and collaboration with urban designers and landscape architects enables him to develop projects that are both functional and experiential. Nathaniel's technical communication and writing skills yield plans and documents that are succinct, well-organized, and easily readable by clients and laypersons alike. Registered in five states, he strives to ensure that project solutions are context sensitive to meet not just engineering standards, but also the multifunctional needs and expectations of each community.

#### AREAS OF EXPERTISE

- » Urban Greening
- » Public Facilities

#### EDUCATION

- » BS, Civil Engineering,  
University of Washington

#### REGISTRATIONS

- » Professional Engineer:  
CA #80161, CO #0050429,  
TX #126555, WA #50177,  
AL #35421

#### SELECTED PROJECT EXPERIENCE

- » 21st Street Green Storm Water Infrastructure Improvements, Paso Robles, CA
- » Yellow Brick Road Green Infrastructure, Richmond, CA
- » Three Creeks Trail SWPPP, San José, CA
- » Covina Town Center Specific Plan Infrastructure Planning, Covina, CA
- » Sunnysdale Redevelopment Infrastructure Planning, San Francisco, CA
- » Green Infrastructure and Parks Master Plan (Implementation of Cudahy General Plan Update), Cudahy, CA
- » San Antonio Tomorrow Comprehensive Plan and Sub-Area Plans, San Antonio, TX
- » San Marcos Comprehensive Plan and Sub-Area Plans, San Marcos, TX
- » North Beach Resilient Plan, Corpus Christi, TX
- » San Saba Street and Pedestrian Improvements, San Antonio, TX
- » Corpus Christi North Beach Boulevard, Corpus Christi, TX
- » National Western Center Campus Placemaking Study, Denver, CO
- » Lutheran Legacy Campus Master Plan, Wheat Ridge, CO
- » GSI Retrofit Project for CSO Control, King County, WA
- » Hillcrest Terrace Community Center, Redmond, WA



## Eleanor Cox, MS

### HISTORIC PRESERVATION SPECIALIST | MIG

Eleanor Cox is a highly accomplished preservation specialist and project manager dedicated to broadening the application of cultural resources management to include holistic planning practices that work for diverse communities. An internship with the National Park Service put Eleanor on the path to graduate school and a 10-year career in historic preservation planning spanning the United States in both the private and public sectors. She helps clients consider a place and all its layers and components—historic and archeological, social and spiritual, natural and man-made—as they decide upon its future. Combined with her research, analysis, and writing skills, Eleanor’s expertise and experience enable her to efficiently guide clients through often complex planning processes that require balancing client and stakeholder needs with existing historic resources. She is passionate about creating effective long-term stewardship strategies that allow for change while recognizing and maintaining the significant past.

#### AREAS OF EXPERTISE

- » Historic Preservation
- » CEQA Documents

#### EDUCATION

- » MS, Historic Preservation, Columbia University, New York
- » BA, History, University of California, Santa Cruz

#### CERTIFICATIONS

- » Certificate of Completion, Section 106: A Review for Experienced Practitioners, National Preservation Institute, San Francisco, CA
- » Certificate of Cultural Landscape Preservation and Management, University of California, Berkeley
- » Meets the Secretary of the Interior’s Professional Qualification Standards in History and Architectural History

#### PROFESSIONAL AFFILIATIONS

- » California Preservation Foundation
- » Vice President, California Garden and Landscape History Society

#### PRESENTATIONS

- » “Understanding Cultural Landscapes and Planning for Change at the National Mall,” National Trust for Historic Preservation Conference, 2023

#### SELECTED PROJECT EXPERIENCE

- » City of Hillsborough Historic Building Evaluations, Hillsborough, CA
- » City of San Carlos Historic Inventory Consultation, San Carlos, CA
- » Burlingame Broadway Specific Plan, Burlingame, CA
- » Downtown Santa Barbara State Street Master Plan, Santa Barbara, CA
- » Torrance Courthouse Historic Evaluation, Torrance, CA
- » Fremont Park Historic Resource Study, Santa Rosa, CA
- » Ukiah Railroad Depot Historic Resource Evaluation, Ukiah, CA
- » Bear Gulch Developed Area Cultural Landscape Report, Pinnacles National Park, CA
- » Keys Ranch and Mining Historic District Cultural Landscape Report, Joshua Tree National Park, CA
- » Ben Bacon Ranch Historic District Cultural Landscape Report, Pinnacles National Park, CA
- » Yosemite Lodge Cultural Landscape Report and Thousands Cabins Determination of Eligibility, Yosemite National Park, CA
- » Market Street Cultural Landscape District Historic American Landscape Survey, San Francisco, CA\*
- » Golden Gate Village Cultural Landscape Inventory, Marin City, CA\*
- » Capitol Park Landscape Evaluation, Sacramento, CA\*
- » Park Merced Historic American Landscape Survey, San Francisco, CA\*
- » Better Market Street, Programmatic Agreement Between the California Department of Transportation and the California State Historic Preservation Officer, San Francisco, CA\*

\* Completed prior to joining MIG



## Jennifer Zell, PLA, ASLA

### RESILIENCY SPECIALIST, DIRECTOR OF REGENERATIVE DESIGN | MIG

Jennifer Zell is an award-winning landscape architect and project manager who leverages over two decades of experience to produce innovative design solutions in public, commercial, and private landscapes. Jenni discovered an aptitude for her profession in high school—drawn by the prospect of combining her creativity with her love of the outdoors. Her work encompasses a full range of landscapes from mountain to desert to sea. Jenni is constantly engaged by the variety of challenges she encounters and the new solutions she helps to devise. She is committed to finding ways to increase biodiversity in urban areas and utilizes her team building and communication skills to lead efforts that can enhance and sustain the natural world. Through her designs, Jenni strives to reveal the hidden qualities that make each place a unique experience—framing the space, features, plants, light, or geology that exists there and allowing it to be seen anew.

#### AREAS OF EXPERTISE

- » Climate Resiliency

#### EDUCATION

- » MLA, Louisiana State University, Baton Rouge, LA
- » BLA, Cal Poly San Luis Obispo, San Luis Obispo, CA

#### REGISTRATIONS

- » Landscape Architect: CA #4426

#### AWARDS

- » AIA LA Team of the Year, Santa Monica City Hall East, 2020
- » So Cal ASLA Merit Award, Santa Monica City Hall East Award, 2021
- » USGBC LA Sustainable Innovation Honor Award, Santa Monica City Hall East, 2021
- » SoCal ASLA Honor Award, Long Beach Sea Level Rise Adaptation, 2018
- » SoCal ASLA Merit Award, Rio Hondo Confluence South, 2018

#### SELECTED PROJECT EXPERIENCE

- » County of San Diego Native Landscape Program and Design Manual, San Diego County, CA
- » Hermosa Beach Climate Change Adaptation and Resilience Measures, Hermosa Beach, CA
- » Colorado Lagoon Open Channel Restoration, Long Beach, CA
- » Long Beach Sea Level Rise Adaptation, Long Beach, CA
- » Bay Shore/Alamitos Bay Site Amenities & Signage Improvements, Long Beach, CA
- » Rio Hondo Confluence Study, LA River, Los Angeles, CA
- » USC Native and Climate-Adapted Plant Master Plan, Los Angeles, CA
- » USC Sustainability Guidelines, Los Angeles, CA
- » Magic Johnson Park Master Plan and Implementation, Willowbrook, CA
- » Magic Johnson Park Shade Equity Tree Planting, Willowbrook, CA
- » Santa Monica City Services Building, Santa Monica, CA
- » Slauson Connect Recreation Center, South Los Angeles, CA
- » Stoneview Nature Center, Culver City, CA





## Christopher Dugan

CLIMATE ADAPTATION SPECIALIST, DIRECTOR OF AIR QUALITY, GREENHOUSE GAS, AND NOISE SERVICES | MIG

Christopher Dugan's knowledge of local, state, and federal environmental regulations contributes to the successful preparation of required documentation and appropriate mitigation measures. His undergraduate studies drew him to investigate how human development affects people and the planet. His specialization in air quality, noise, and greenhouse gases ensures that development proceeds in a responsible manner to protect critical resources. Christopher skillfully takes complex information from engineers, scientists, and other data sources and clearly conveys it in a way that is meaningful and helpful for decision-makers and the public. He uses the latest technology to make the process more efficient, accurate, and comprehensive – resulting in better outputs as well as enhanced reporting and presentation. Christopher has developed and tailored emissions inventories using CalEEMOD, EMFAC, OFFROAD, etc.; performed screening and refined dispersion modeling (e.g., SCREEN, AERMOD); and developed mitigation measures to control and reduce stationary, area, fugitive, and mobile source emissions. Given that air and noise resources are essential quality of life factors, he is committed to delivering independent, objective analysis and consultation that enable clients to make the best choices from environmental, regulatory, and community-based perspectives.

### AREAS OF EXPERTISE

- » Climate Resiliency
- » CEQA Documents

### EDUCATION

- » BS, Natural Resource Management Cook College, Rutgers University, New Jersey

### SELECTED PROJECT EXPERIENCE

- » Parkmoor Housing & Hub Project Mobile Source Air Toxics Report, San José, CA
- » 601 Harbor Boulevard Life Sciences Project IS/MND, Belmont, CA
- » 2949 Edison Way Residential Development Project North Fair Oaks Plan EIR Consistency Analysis, San Mateo County, CA
- » Spring Ridge Winery Condition Use Permit Amendment Project Categorical Exemption, Portola Valley, CA
- » 4057 Jefferson Avenue Subdivision Project IS/MND and Asbestos Dust Mitigation Plan, San Mateo County, CA
- » West Bay Sanitation District Flow Equalization and Resource Recovery Facility Levee Improvements and Bayfront Recycled Water Facility Project EIR, Menlo Park, CA
- » Cayucos Sanitary District Cayucos Sustainable Water Project – Ocean Outfall IS/MND, Morro Bay, CA
- » Merced Irrigation District South Transmission Line and Substation Project, Merced County, CA
- » Nevis Geothermal Development Project Environmental Assessment, Island of Nevis, Caribbean
- » City of Sausalito Clipper Yacht Harbor Pier Replacement IS/MND, Sausalito, CA





## Andy Pendoley

### ENGAGEMENT SPECIALIST | PSC

Andy Pendoley, CEO and Founder, offers over 25 years of experience as a facilitator, strategic planner, and public outreach specialist. Andy's passion for designing and facilitating participatory processes and developing innovative and implementable plans for organizations and communities is grounded in guiding principles of inclusivity, creativity, and practicality. Andy has applied his experience in a wide range of multi-layered, complex community planning efforts including land use, urban design, parks and recreation, mobility, economic development, environmental health, health and human services, and more.

In the San Diego region, he has worked across urban, suburban, and rural community types, supporting many public agencies including City of San Diego, County of San Diego, San Diego County Air Pollution Control District, SANDAG, the Port of San Diego, and the cities of Chula Vista, Imperial Beach, Lemon Grove, and La Mesa. Andy has also served major nonprofit organizations including Social Advocates for Youth (SAY) San Diego, MAAC, Jewish Family Service of San Diego, and Wakeland Housing and Community Development. His experience also includes providing community engagement support to major development projects in urban and suburban communities, as well as developing strategic plans to support organizational development of public and nonprofit agencies.

Andy is a faculty member with the School of Public Affairs, San Diego State University, as Lecturer in the undergraduate Methods of Analysis in Planning course.

#### AREAS OF EXPERTISE

- » Community Outreach and Engagement

#### EDUCATION

- » MA, Communication, San Diego State University
- » BA, Sociology—Organizational Studies, University of California, Davis

#### PROFESSIONAL AFFILIATIONS

- » International Association for Public Participation
- » Social Venture Partners San Diego
- » Lambda Alpha International
- » American Planning Association

#### SELECTED PROJECT EXPERIENCE

- » 1350 Front Street Mixed Use Development Project – Community Engagement Services, The Michaels Organization, San Diego, CA
- » Housing Blueprint – Community Engagement Services, Communications Office, County of San Diego, CA
- » Let's Talk Housing Workshop – Stakeholder Engagement Services Planning and Development Services, County of San Diego, CA
- » Roadmap for San Diego Advancing and Innovating Medi-Cal – Community Engagement Services, Medical Care Services, Health and Human Services Agency, County of San Diego, CA
- » Community Enrichment Plans – Facilitation and Strategic Planning Services, Public Health Services, County of San Diego, CA
- » El Corazon Park 1 – Community Engagement Services, Oceanside, CA



## Stephen Cook, TE

### TRANSPORTATION ENGINEER | INTERSECTING METRICS

Stephen Cook has provided Mobility and Facility Financing services within the San Diego region since 2001. Over this time, Stephen has overseen or led the development of dozens of Transportation Impact Studies, Mobility Planning Studies, and Traffic Operation Studies. He has provided on-call traffic engineering services for several jurisdictions within the region, including peer review, policy development, and project management. Stephen has also assisted several jurisdictions with the implementation of their Public Facilities Financing Programs including Developer Impact Fee Programs, Assessment Districts, and In-Lieu Fee Programs. Additionally, he has developed several pro-formas to assess the feasibility and cost benefit of the facilities. Through this experience Stephen has developed an extensive understanding of the Mitigation Fee Act and the other legal requirements associated with fee programs.

#### AREAS OF EXPERTISE

- » Mobility

#### EDUCATION

- » BS, Civil Engineering,  
San Diego State University

#### REGISTRATIONS

- » Professional Traffic Engineer,  
CA TR: 2528

#### SELECTED PROJECT EXPERIENCE

- » City of San Diego Active Transportation In-Lieu Fee Program, San Diego, CA. The City of San Diego Active Transportation In-Lieu Fee program was developed to provide a path forward for development projects located within less VMT efficient areas to mitigate their transportation related impacts. The program assessed the cost to reduce one mile of travel within the City of San Diego then applies that cost to the excess VMT generated by projects located in less efficient areas. The City of San Diego then uses the revenue generated by the fee program to implement multimodal facilities within the more VMT efficient areas of the City, resulting in a net decrease in the City overall VMT/Captia and VMT/Employee. Stephen was the project manager for the program, conducted the analysis to determine the cost to reduce VMT and developed a calculator that evaluated a project's impacts and assesses the fee amount.
- » City of San Diego Transit Priority Area Parking Standards, San Diego, CA. The City of San Diego adopted zero minimum parking regulations for multifamily residential developments in Transit Priority Areas. The parking regulations allow for more multifamily residential units to be built without parking to lower housing costs and encourage residents to use alternative modes of transportation such as walking, biking and transit. Stephen was the Project Manager for the studies that developed and evaluated the impacts associated with the implementation of both programs.
- » 2021 Regional Plan EIR, SANDAG, San Diego, CA. Stephen drafted the transportation section of SANDAG's 2021 Regional Plan EIR. The 2021 Regional Plan contains both the Regional Transportation Plan (RTP) and Sustainable Communities Strategy (SCS) for the San Diego region. The 2021 Regional Plan EIR was the first RTP in the San Diego Region to be SB-743 compliant. Through this effort, Stephen worked with SANDAG and their CEQA attorneys to develop VMT based significance criteria and thresholds, as well as the substantial evidence to support them for the EIR. The 2021 Regional Plan was adopted by the SANDAG Board of Directors on December 10, 2021.



## Daleingrid Domingo

### TRANSPORTATION ENGINEER | INTERSECTING METRICS

Dale Domingo has worked on a variety of projects in the areas of transportation planning, traffic operations and impact analysis, travel demand forecasting, signal coordination and optimization, and traffic simulation for the last decade. She managed or served as lead engineer for transportation impact studies, where she assessed the transportation system improvements required to meet city/county transportation goals and concurrency requirements.

### SELECTED PROJECT EXPERIENCE

- » City of San Diego Barrio Logan Community Plan Update, San Diego, CA. Project Manager who prepared the supplemental Mobility Assessment and Traffic Impact Analysis in compliance with the city's new SB 743 guidelines. The Mobility Assessment summarizes the physical and operational conditions of the planned mobility system outlined in the Barrio Logan Mobility Element. This report focuses on the changes in the proposed transportation network compared to the 2013 Draft CPU. A comprehensive multimodal transportation analysis was not conducted; instead, a summary of the proposed transportation network updates was provided, and a traffic operations analysis was conducted of mobility element roadways and key intersections within the community.
- » City of San Diego Kearny Mesa Community Plan Update, San Diego, CA. Lead project engineer who prepared the Traffic Impact Analysis in compliance with the city's new SB 743 guidelines. This effort required a fully multimodal approach with a strong emphasis on non-motorized transportation. Pedestrian, bicycle, transit, and vehicular level of service analyses were completed along the major urban corridors within the community. An extensive analysis of the City's collision database was undertaken to identify locational trends in pedestrian, bicycle, and vehicular collisions. Aggressive yet feasible bicycle infrastructure improvements were incorporated into the update and supported by a two-phase implementation plan: 1) secure bicycle facility right-of-way through restriping; 2) installation of vertical buffers such as plastic bollards or other physical separation device.
- » Port of San Diego North Harbor Mobility Study, San Diego, CA. Lead project engineer who developed microsimulation models of 61 intersections in the study area. Dale calibrated the Existing Condition model based on observed vehicle queues and travel times on North Harbor Drive, Pacific Highway, Laurel Street, Hawthorn Street, and Grape Street. Using the SANDAG's Series 13 Travel Demand Model, she developed future Near Term (2030) and Cumulative (2050) forecasts for intersection peak hour volumes. The project took a comprehensive look at the transportation facilities, operations, and access along North Harbor Drive between Shelter Island Drive and Park Boulevard, and the project's growth throughout the corridor within Shelter Island, Harbor Island, San Diego International Airport, and downtown areas and develop recommendations for strategies and improvements within the corridor that will help accommodate that growth, among all travel modes.

### AREAS OF EXPERTISE

- » Mobility

### EDUCATION

- » BS, Civil Engineering,  
San Diego State University

### PROFESSIONAL AFFILIATIONS

- » Women Transportation  
Seminar



## Mychal Loomis, PE, TE, PTOE, RSP

### TRANSPORTATION ENGINEER | KITTELSON & ASSOCIATES

Mychal Loomis is a certified transportation engineer and road safety professional serving an array of project and client types. He has over 15 years of experience developing long-range mobility plans for communities, creating traffic and circulation plans to support new development, authoring local and statewide road safety plans, and designing several major roadways and phasing plans. Mychal provides responsiveness and holistic viewpoints on mobility, with a drive for serving clients and finding solutions supported by the community.

#### AREAS OF EXPERTISE

- » Mobility

#### EDUCATION

- » BS, Civil Engineering, Oregon State University

#### REGISTRATIONS

- » Professional Engineer (Civil): CA #76101
- » Professional Engineer (Traffic): CA #2918
- » Professional Traffic Operations Engineer #4347
- » Road Safety Professional (RSP1) #286

#### SELECTED PROJECT EXPERIENCE

- » City of San Diego Mobility On-Call, San Diego, CA. With a previous firm, Mychal led the development of the Mobility Element for several communities in San Diego: North Park, Hillcrest, Golden Hill, Mira Mesa, University, Otay Mesa, and Barrio Logan. Mychal's role varied from project manager to lead analyst on different community plan efforts. Mychal adapted recommendations while developing the multiple mobility elements to integrate the uniqueness of each community along with the specific community feedback while also aligning plans to meet the City's climate and sustainability goals.
- » Balboa Avenue Station Area Specific Plan, San Diego, CA. With a previous firm, Mychal led the development of the mobility components of the Specific Plan focusing on connecting non-vehicle trips to the new Balboa Avenue Station constructed as part of the Blue Line (Mid-Coast) trolley extension. The focus was identifying pedestrian and bicycle improvements to connect the community with the trolley station; other considerations included parking lot use, nearby transit stop amenities, vehicle circulation, and station amenities.
- » SANDAG Innovative Connectors Concept, San Diego County, CA. Kittelson is working with a consortium of investors, construction interests, and autonomous vehicle providers to develop innovative concepts for an Automated, Connected, Electrified, and Shared (ACES) Network, a concept to improve mobility in underserved communities through a network of electrified mobility hubs, served by a series of autonomous shuttles. Kittelson is working with SANDAG and the development team to identify potential sources of financing, coordinate with local jurisdictions and developers, and develop conceptual designs that will allow for site programming, entitlement studies, and environmental investigations for proposed mobility hubs.
- » Caltrans Road Safety Infrastructure Plans; Statewide, CA. Kittelson is working with the Caltrans Division of Safety Programs to develop road safety infrastructure plans for each of the 12 Caltrans districts, working with district stakeholders to identify and focus improvements on district-level priorities and highways. The framework of the RSIP incorporates the Safe System Approach, aligns with the California Strategic Highway Safety Plan, and provides opportunities for public input and stakeholders at the regional and statewide level.
- » Fresno COG Multi-Jurisdictional Local Roadway Safety Plan, Fresno County, CA. Multi-jurisdictional local roadway safety plan (MLRSP, comprising 10 LRSPs). The MLRSP allowed each agency to develop its own safety goals, policies, and project priorities while aligning efforts across jurisdictions. Kittelson analyzed crash patterns, developed emphasis areas and high-priority locations, and recommended strategies to encourage safer road user behavior, and location-specific safety improvement projects with concept designs and cost estimates.





## Chris Romano, AICP, LEED AP ND

### TRANSPORTATION PLANNER | KITTELSON & ASSOCIATES

Chris Romano specializes in developing equitable, community-driven, context-sensitive, and data-informed solutions for complex transportation projects. He has expertise in active transportation, complete streets, engagement, urban design, and visual communication. Having led projects in both the public and private sectors from planning through construction, Chris is skilled in building consensus between multiple agencies, elected officials, and the community..

### SELECTED PROJECT EXPERIENCE

- » SANDAG Bike Early Action Program, San Diego, CA. While employed at SANDAG, managed 6 capital active transportation projects comprising over 20 miles and \$100 million (all open to public, in construction, or beginning construction soon). The projects are complete streets retrofits for people of all ages and abilities. Managed all aspects, including planning, engagement, design, coordination, permitting, construction, grants, and right-of-way acquisition.
- » San Diego Forward, San Diego, CA. While employed at SANDAG, led the active transportation element of the 2021 Regional Plan, including components related to network development, policies, programs, and funding. Was heavily involved in the identification and development of Mobility Hubs and micromobility efforts.
- » San Antonio Bike Network Plan, San Antonio, TX. Leading all planning activities for this citywide plan, including identification of modal priorities, preferred bike network and feature identification, trails integration, and a health impact assessment, among others. The project includes identification of quick build projects, guidance for quick build implementation, and a forthcoming quick build demonstration project.
- » City of Fort Lauderdale Continuing Services; Fort Lauderdale, FL. Served as project manager or lead planner for a variety of tasks over the last 10 years in support of the city's multimodal goals. Projects included the City's multimodal mobility master plan, 6 community driven neighborhood mobility master plans (similar to San Diego's Community Plans), the 17th Street Corridor Action Plan, In House Support, and Design Review.
- » SRTA Regional Active Transportation Network; Shasta County, CA. Led project identification, agency / community engagement, project and concept development, and successful grant applications. Types of projects developed include road diets, Class IV bikeways, traffic calmed bike boulevards, and working with the Pit River Tribe to develop a townwide active transportation network.
- » Sacramento Neighborhood Connections Plan, Sacramento, CA. Leading planning, network development, and treatment selection activities for this plan to connect people to every day destinations along local streets. Efforts include GIS inventories, access assessments, coordination between City departments to develop agreed upon treatments with implementation guidance, and a forthcoming quick build demonstration project.

### AREAS OF EXPERTISE

- » Mobility

### EDUCATION

- » MURP Urban and Regional Planning, Florida Atlantic University
- » MBA International Business, Florida International University
- » Certificate in Construction Project Management, San Diego State University
- » BS Public Administration & BS Criminal Justice, University of Central Florida

### REGISTRATIONS

- » American Institute of Certified Planners (AICP) (#28494)
- » Leadership in Energy and Environmental Design Accredited Professional in Neighborhood Development (LEED AP ND) (#10842828)

### PROFESSIONAL AFFILIATIONS

- » American Planning Association
- » Association of Pedestrian and Bicycle Professionals
- » New Leaders Council





## Paul Marra

### PRINCIPAL ECONOMIST | KMA

Paul Marra is Managing Principal of KMA's San Diego office. 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.

#### AREAS OF EXPERTISE

- » Economic Analysis

#### EDUCATION

- » BA, Sociology (Phi Beta Kappa), Johns Hopkins University

#### PROFESSIONAL AFFILIATIONS

- » Lambda Alpha International
- » American Planning Association
- » Urban Land Institute
- » San Diego Housing Federation
- » Circulate San Diego
- » Citizens Coordinate for Century 3

#### » Mixed-Use Development and Transit-Oriented Development

- Analyzes feasibility of numerous housing developments, ranging from high-rise condominiums to in-fill and mixed-use projects.
- Assists cities and transit districts with developer selection and transaction structuring for multi-family and mixed-use developments at transit stations.

#### » Affordable Housing Transactions and Policy Analysis

- Assists numerous cities with developer selection and transaction structuring for multi-family, mixed-use, and affordable housing projects.
- Structures complex affordable housing transactions requiring layers of public funding such as Low Income Housing Tax Credits, tax-exempt bonds, Affordable Housing and Sustainable Communities funds, and other Federal and State programs.
- Prepares nexus studies and economic analyses to support inclusionary programs and affordable housing fees in numerous jurisdictions.

#### » Economic Development

- Assists cities and urban planners to evaluate the potential for new in-fill and mixed-use development in older commercial districts, including creation of implementation strategies and infrastructure financing plans.

#### » Public/Private Partnerships (P3s)

- Strategizes with cities to construct complex P3 transactions. Relevant experience includes Chula Vista Bayfront Resort Hotel and Convention Center, the Oceanside Pier Resort Hotel, and the repositioning of Horton Plaza as a high-tech employment center.

#### SELECTED PROJECT EXPERIENCE

- » Inclusionary Affordable Housing Ordinance, San Diego, CA
- » Complete Communities Housing Solutions, San Diego, CA
- » Clairemont Mesa Community Plan Update, San Diego, CA
- » Land Use Economic Opportunity Study, Temecula, CA
- » Affordable Housing Surplus Land Site Assessments, San Diego County, CA
- » Oceanside General Plan Update, Phase II, Oceanside, CA
- » Escondido Residential Sector Feasibility Study, Escondido, CA



## Michael Tactay

ECONOMIST | KMA

Michael Tactay is a Manager in KMA's San Diego office. He 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.

### AREAS OF EXPERTISE

- » Economic Analysis

### EDUCATION

- » BA, Economics and Political Science, University of California, Irvine
- » University of San Diego – Certificate in Real Estate Finance, Investments, and Development

### PROFESSIONAL AFFILIATIONS

- » American Planning Association
- » Urban Land Institute
- » San Diego Housing Federation
- » Circulate San Diego
- » Citizens Coordinate for Century 3

### » Mixed-Use Development and Transit-Oriented Development

- Conducts focused market research related to supply and demand factors for potential mixed-use and multi-family development on sites planned for transit-oriented development.
- Prepares financial feasibility analyses for various land uses, including multi-family residential, student housing, retail, and office.
- Evaluates developer proposals, including review financial pro forma, proposed ground rent payment, and recommended business terms.
- Relevant experience includes the evaluation of development proposals at the Grantville trolley station for the San Diego Metropolitan Transit System.

### » Fiscal and Economic Impact Analyses

- Conducts fiscal impact analyses of individual projects as well as build-out of community and specific plans, estimating impact on the revenue and expenditures of cities' General Fund budgets.
- Projects the economic impact of small and large-scale projects, estimating the number of jobs, payroll, and economic output.
- Relevant experience includes evaluating the economic impacts of the Chula Vista Bayfront Resort Hotel and Convention Center.

### » Infrastructure and Public Facility Finance

- Evaluates the feasibility of infrastructure financing mechanisms, including Enhanced Infrastructure Financing Districts (EIFDs), Infrastructure Revitalization Financing Districts (IRFDs), and Community Revitalization and Investment Authorities (CRIAs).
- Assists in formation of tax increment financing districts and preparation of financing plans and related documents.
- Relevant experience includes assisting in the formation of the Otay Mesa EIFD, the second EIFD formed in the State of California.

### SELECTED PROJECT EXPERIENCE

- » Mira Mesa and University Community Plan Updates, San Diego, CA
- » Cannabis Equity Analysis, San Diego, CA
- » Hillcrest Focused Plan Amendment, San Diego, CA
- » Barrio Logan Community Plan Update, San Diego, CA
- » Fiscal Impact Analyses, Temecula, CA



## Reena M. Arvizu

### ECONOMIST | KMA

Reena Arvizu is a Senior Associate in the San Diego office of KMA, with 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.

#### AREAS OF EXPERTISE

- » Economic Analysis

#### EDUCATION

- » University of San Diego – Certificate in Real Estate Finance, Investments, and Development

#### PROFESSIONAL AFFILIATIONS

- » American Planning Association
- » San Diego Housing Federation
- » Circulate San Diego
- » Citizens Coordinate for Century 3

#### » Market Analysis and Project Feasibility

- Conducts market assessments for a range of land uses, including multi-family and single-family residential, retail/restaurant, industrial/office development, and recreational/public amenities.
- Analyzes demographic and economic trends, considers market performance factors for each land use sector, and estimates achievable absorption by land use type.
- Identifies key opportunities for community revitalization and economic development.

#### » Affordable Housing Transactions and Policy Analysis

- Provides technical studies analyzing the feasibility of potential affordable housing incentives.
- Estimates the impacts and potential cost savings to real estate developers resulting from in-lieu fee programs.
- Analyzes developer proposals submitted to public agency's notices of funding availability (NOFA) including evaluating developer qualifications, modeling financial pro forma assumptions, and identifying issues for agency consideration.

#### » Infrastructure and Public Facility Finance

- Assists public agencies in the evaluation and feasibility of infrastructure financing mechanisms.
- Prepares EIFD models to analyze the potential funding that can be supported by new private development to fund public infrastructure and capital improvements.
- Prepares recommendations for implementation and financing approaches to revitalize neighborhoods and communities.

#### SELECTED PROJECT EXPERIENCE

- » County of San Diego Affordable Housing Surplus Land Site Assessments, San Diego County, CA
- » Casa de Oro – Financial Feasibility Analysis, San Diego County, CA
- » Oceanside General Plan Update, Phase II, Oceanside, CA
- » Escondido Residential Sector Feasibility Study, Escondido, CA



## Connie J. Chung, AICP

### ECONOMIST | HR&A ADVISORS

Connie Chung is a leader in HR&A's planning and open space practice where she develops programming, funding, and partnership strategies that enable successful public-private partnerships. Her work guides strategic investments in civic infrastructure and catalyzes signature public realm projects. An adept project manager and savvy communicator, Connie was elevated to Partner in 2023. Prior to joining HR&A, Connie was Director of Planning at the Alliance for Downtown New York, where she managed its planning efforts districtwide, including the activation of public open spaces. Connie also serves as the Managing Partner for HR&A's Los Angeles office, where she focuses on talent development and business strategy.

### AREAS OF EXPERTISE

- » Economic Analysis

### EDUCATION

- » Master in City Planning, Massachusetts Institute of Technology
- » BA, Economics, with a Minor in French, University of Pennsylvania, Wharton School

### CERTIFICATIONS

- » American Institute of Certified Planners

### PROFESSIONAL AFFILIATIONS

- » Landscape Architecture Foundation, Member, Board of Directors, 2019 – Present
- » Urban Land Institute, Member
- » American Planning Association, Member

### SELECTED PROJECT EXPERIENCE

- » Los Angeles County Department of Regional Planning Strategic Plan, Los Angeles County, CA. Supported the development of a strategic plan update for the LA County Department of Regional Planning (the Department or DRP).
- » Arroyo Seco Strategic Vision and Implementation Planning, Pasadena, CA. On behalf of the City of Pasadena and the Rose Bowl Operating Company, supported the development of a strategic vision and predevelopment plan for the Arroyo Seco in Pasadena, a major tributary of the Los Angeles River that encompasses the land surrounding the Rose Bowl.
- » Downtown Shoreline Vision and Plan, Long Beach, CA. Supporting the development of a vision and plan for the downtown shoreline district. Conducting a market analysis that summarizes demographic and real estate trends, as well as projects demand for market segments. In the next phase, will use inputs from the market analysis to conduct a feasibility analysis for prototypical developments to determine the highest-value uses and development opportunities and guide creation of a preferred plan.
- » Inclusive Development Framework for Detroit's East Riverfront, Detroit, MI. Crafted a development framework and implementation strategy to guide inclusive, mixed-use development along the east riverfront in Detroit. .
- » Funding Strategy for Silver Lake Reservoir Complex Master Plan, Los Angeles, CA. Developed a funding strategy for the Silver Lake Reservoir recreation complex and park improvements for the 117-acre complex, which comprise two reservoirs that were decommissioned from the public drinking water system, as well as a public trail and park areas.
- » Sustainable Funding Strategy for the Los Angeles Urban Forest, Los Angeles, CA. Supported City Plants, a nonprofit established by the City of Los Angeles, to complete an Urban Forest Financing Study to identify the costs, benefits, and funding strategies of a comprehensive urban forestry management program in Los Angeles.
- » Long-term Maintenance Strategy for Atlanta BeltLine, Atlanta, GA. Led development of a long-term maintenance strategy for the Atlanta BeltLine's planned 22-mile mainline Trail, on behalf of Atlanta BeltLine, Inc. (ABI). Researched and compiled both best practices and existing BeltLine maintenance-related data and developed a long-term maintenance vision and operating budget.





## Amitabh Barthakur, AICP

### ECONOMIST | HR&A ADVISORS

Amitabh Barthakur joined HR&A in 2013 as a Partner in the Los Angeles office and brings over two decades of international experience in real estate and economic development. Previously, as a Vice President and Regional Director for the Planning, Design, and Development business line for AECOM in India, he led a multidisciplinary team of economists, planners and designers to deliver a range of complex urban development, infrastructure and tourism related projects in Asia, especially in the Indian Sub-continent and the Middle East. Amitabh brings a combination of wide international experience with a deep understanding of planning, policy, and market issues pertaining to the Western US and California.

#### AREAS OF EXPERTISE

- » Economic Analysis

#### EDUCATION

- » Master of Urban Planning and Master of Building Science, University of Southern California
- » Bachelor of Architecture, School of Planning and Architecture, New Delhi, India

#### CERTIFICATIONS

- » American Institute of Certified Planners

#### PROFESSIONAL AFFILIATIONS

- » American Planning Association, Member
- » Urban Land Institute, Member
- » Council of Architecture (India)

#### SELECTED PROJECT EXPERIENCE

- » South Pasadena General Plan and Downtown Specific Plan Update, CA. Led the preparation of the Economic Development Element and Downtown Development Strategy for the General Plan and Downtown Specific Plan Update, that collectively set forth the City's economic development agenda the coming decades along with a clear, concrete set of implementation actions for the City to take to materialize its objectives by leveraging its strategic market positioning and transit accessibility.
- » Downtown Shoreline Vision and Plan, Long Beach, CA. Conducting a market analysis for the proposed vision and plan that summarizes demographic and real estate trends, as well as projects demand for market segments. Through an inclusive economic development lens and looking at displacement risks, this analysis will be used to advise on potential land use programs.
- » LA Metro's West Santa Ana Branch Strategic Implementation Plan, Los Angeles County, CA. Supported the creation of a TOD Strategic Implementation Plan for the 14 communities along the planned West Santa Ana Branch transit line, a 20-mile alignment, extending from Union Station in Downtown Los Angeles to the City of Artesia. Culminated in a comprehensive, corridor-wide economic development strategies report, which will include near-term, actionable strategies that each community may pursue.
- » Crenshaw/LAX Light Rail Transit Corridor Joint Development Guidelines, Los Angeles County, CA. Conducted market demand analyses to inform development guidelines for mixed-use development on four Metro- and County-owned sites adjacent to the future Expo-Crenshaw and Fairview Heights Stations on the Crenshaw/LAX light rail line.
- » Station Area Planning for Future High-Speed Rail Stations in Bakersfield and Palmdale, CA. Evaluated the TOD potential around the planned high-speed rail stations in both cities. Prepared a global precedent analysis of similarly sized and positioned cities to benchmark economic and real estate growth that the cities may experience with the arrival of the new station.
- » Honolulu Rail Transit P3 Feasibility Assessment, HI. Led high-level assessment of potential value from TOD and other non-farebox opportunities as part of a rapid go/no-go assessment of P3 feasibility for the construction of the final segment of the Honolulu Rail Transit Project and future operations and maintenance of the entire system.





## Phillip Kash

### ECONOMIST | HR&A ADVISORS

Phillip Kash leads engagements on affordable housing, strategic planning, and resilient disaster recovery. He has over a decade of experience designing and implementing programs and real estate development projects that draw together public, private, and philanthropic stakeholders to address pressing community needs.

### SELECTED PROJECT EXPERIENCE

- » Preserving Affordable Housing in San Diego, CA. Developed a parcel-level inventory of all the available multifamily housing in San Diego, both subsidized and naturally-affordable. To create this inventory, developed a regression algorithm that estimated the likelihood a parcel had naturally affordable units—based on indicators like location, building age, size, and school district. Developed typologies of the most common types of multifamily buildings with the most naturally-affordable units and mapped the city’s NOAH inventory. Developed financial analyses for each of the typologies to estimate the subsidy required to preserve each unit.
- » LISC San Antonio Affordable Housing Finance Training, San Antonio, TX. Developed an affordable housing finance training series for city staff and commissioners involved in making policy recommendations and affordable housing investment decisions.
- » Sacramento Middle Income Housing Policy, CA. Provided policy design for Sacramento’s middle-income housing policy. The policy directly responds to recent requests for bond financing support from a variety of developers. It sets out underwriting guidelines, a review process and policy goals.
- » Yonkers Affordable Housing Ordinance Study, NY. Supported the City of Yonkers in evaluating and providing a recommendation to modify its existing Affordable Housing Ordinance, the goal of which was to increase the affordability set-aside in new market rate development while mitigating negative impacts to new housing production. Conducted a market analysis of Yonkers and the broader Westchester County region to understand its housing landscape and areas of highest need. Assessed the potential impact of proposed changes on the production of new market rate and affordable housing in Yonkers. Modeled various policy scenarios, considering the housing goals of the city alongside available land use and financial tools to support the policy, and provided recommendations to the City to shape a new ordinance, which the City is now advancing.
- » Wake County Affordable Housing Development Program Underwriting, NC. Supported Wake County in implementing its Affordable Housing Development Program, which provides gap financing loans to affordable housing projects.
- » Greensboro Affordable Housing Plan, NC. Supported development of Housing GSO, a 10-Year Comprehensive Affordable Housing Plan for the City of Greensboro. Conducted a market analysis of Greensboro’s existing conditions, formed recommendations and strategies to guide the City’s affordable housing efforts, and made recommendations for the re-structuring of the city’s Neighborhood Development Department to efficiently carry out new and existing programs.

### AREAS OF EXPERTISE

- » Economic Analysis

### EDUCATION

- » Master of City and Regional Planning, University of North Carolina, Chapel Hill
- » BA, Economics, University of North Carolina, Chapel Hill

### PROFESSIONAL AFFILIATIONS

- » District of Columbia Accessory Dwelling Unit Advancement Committee, 2017- Present
- » All Souls Housing, Board of Directors, 2013 – 2016
- » Dallas Enterprise Homeownership Partnership, Board of Trustees, 2010 – 2013
- » UNC Chapel Hill, University of North Carolina At Chapel Hill Admissions Committee, 2006 – 2008



#### AREAS OF EXPERTISE

- » Urban Design

#### EDUCATION

- » MUP, University of Washington
- » BA, Architecture, University of California, Berkeley

#### CERTIFICATIONS

- » AICP

## Diego Velasco, AICP

### PRINCIPAL | CITYTHINKERS

Diego Velasco is a native San Diegan who has been practicing design and planning in the San Diego region for more than 25 years. Over this timespan, Diego has worked closely with multiple communities in San Diego and across California. His work on over eight Community Plan Updates in San Diego has included leading extensive community outreach (such as University and Hillcrest's online engagement and the award-winning Pop-up Outreach for Encanto and Southeastern CPUs) and innovative urban design work (including a vision for the University Community Plan and 3D visualizations for the Hillcrest Focused Plan, among several other assignments). As the Founder and President of Citythinkers, Diego's work spans all scales and contexts, from affordable infill housing to campus planning, specific plans, master plans, design guidelines, and recently, coastal resilience planning for private sector and public sector clients alike.

#### SELECTED PROJECT EXPERIENCE

- » City of San Diego On-Call Planning Services, CA
- » City of San Diego Coastal Resilience Master Plan, CA
- » City of Imperial Beach Community Resilience Plan, CA
- » City of Imperial Beach Bayshore Bikeway Resilience Plan, CA
- » Hillcrest LGBTQ+ Cultural District Plan, San Diego, CA
- » University of San Diego Master Plan and Conditional Use Permit, CA



#### AREAS OF EXPERTISE

- » Urban Design

#### EDUCATION

- » MArch, Lyon National School of Architecture, Lyon France
- » MS, Civil Engineering and Urban Planning, National Institute for Applied Sciences, Lyon France

## Gaelle Brasseur

### URBAN DESIGNER | CITYTHINKERS

Gaelle Brasseur is an Architect and Urban Planner with more than 20 years of experience. She has been practicing Urban Design in San Diego since 2014. Working closely with Diego Velasco, she has had the opportunity to develop large scale master plans, specific plans, design guidelines and campus plans for the City of San Diego, University of San Diego and other cities in the Southern California region.

Prior to moving to the United States, Gaelle led large urban planning and transportation projects in Europe, Asia, Africa and Middle East. At Citythinkers, Gaelle brings this global experience to a range of projects, including urban design for the Clairemont, University, and College Area Community Plan Updates, Specific Plans for urban infill sites across Southern California, and visionary placemaking concepts for sites at the neighborhood scale.

#### SELECTED PROJECT EXPERIENCE

- » City of San Diego On-Call Planning Services, CA
- » University of San Diego Master Plan and Conditional Use Permit, CA



## David Marshall, AIA, NCARB

### PRINCIPAL ARCHITECT | HERITAGE ARCHITECTURE & PLANNING

David Marshall has served as Principal, Project Manager, and Project Architect for Heritage Architecture & Planning and has worked extensively in all phases of design, construction documents, presentation drawings, and construction observation. Since 2004 David Marshall has served as Heritage's President and Senior Principal.

David's significant historic architecture experience includes the recently completed \$14 million Hotel del Coronado front entry Restoration; Top Gun (Graves) House rehabilitation; Horton Plaza Park Restoration; Hotel Sandford rehabilitation; \$8 million restoration of the Cosmopolitan Hotel and Restaurant in Old Town San Diego; \$40 million rehabilitation of San Diego's Old Police Headquarters; Spreckels Organ Pavilion lighting restoration and House of Hospitality reconstruction administration at Balboa Park; Balboa Theatre restoration consultation; seven-story Harbour Lights Resort timeshare condo project in San Diego's Gaslamp Quarter; five historic buildings incorporated into downtown San Diego's PETCO Park, including the adaptive reuse of the Western Metal Supply building; Villa Montezuma exterior rehabilitation; San Diego Santa Fe Depot Baggage Building rehabilitation; Candy Factory relocation; reconstruction of the Smoke Tree Ranch community center in Palm Springs; and San Timoteo Canyon Schoolhouse restoration. Accolades for his work at the House of Hospitality include over 20 awards, including a National Preservation Honor Award from the National Trust for Historic Preservation with the distinction of being the only building in San Diego County to ever be honored with a National Trust award.

His significant preservation planning experience includes the Academy of Our Lady of Peace Adaptive Reuse Study that investigated the means to expand the school by utilizing adjacent residential structures, reconfigured historic school buildings, and new construction; PETCO Park Comprehensive Treatment Plan for dealing with the historic structures that were threatened by development of the new downtown ballpark, working with developers, land use attorneys, preservationists, and architects to negotiate the final agreement and helping to create a thriving East Village; Gaslamp Quarter Planned District Ordinance (PDO) preservation consulting for the former Centre City Development Corporation (CCDC, now Civic San Diego) to revise and complete PDO guidelines for the Gaslamp Quarter National Historic Landmark District; and historic resources analyses for the Qualcomm Stadium Site and Adaptive Reuse and Old San Diego Police Headquarters Adaptive Reuse.

As the Preservation Consultant to San Diego's CCDC, David reviewed many projects proposed for the Gaslamp Quarter National Historic Landmark District. Design, massing, color, signage, and streetscape were reviewed for compliance with the PDO guidelines.

#### AREAS OF EXPERTISE

- » Historic Preservation

#### EDUCATION

- » Bachelor of Architecture, California State Polytechnic University, Pomona

#### REGISTRATIONS

- » Licensed Architect; CA C24785, AZ 41544, and NV 6304
- » NCARB Certified 63,398

#### PROFESSIONAL AFFILIATIONS

- » American Institute of Architects (AIA), San Diego Chapter, Member and Chair of the Preservation Committee
- » California Preservation Foundation, Former President and Board Member
- » City of San Diego Historical Resources Board, Former Board Member
- » City of San Diego, Former Chair of the Design Assistance Subcommittee
- » Friends of Balboa Park, Former Chair & Board Member
- » Balboa Park Conservancy, Former Board Member
- » San Diego Architectural Foundation, Former Board Member
- » National Trust for Historic Preservation, Member





## Eileen Magno, MA

### PRINCIPAL HISTORIAN | HERITAGE ARCHITECTURE & PLANNING

Eileen Magno has been with Heritage Architecture & Planning since 1991 assisting the firm in the areas of building assessment and historical research. Eileen's experience covers a wide variety of historic preservation reports including Determination of Eligibility (DOE) reports; Historic American Buildings Survey (HABS) historical narratives; historic preservation elements; historic structure reports (HSR); feasibility studies; local, state, and national nominations; historic surveys; context statements; design guidelines; Conservation Assessment Programs through Heritage Preservation; master plans; adaptive reuse studies; and projects involving sensitive environmental issues including environmental compliance documentations for Section 106, NEPA, and CEQA. Eileen has also prepared Federal Preservation Tax Credit Certifications and Mills Act applications. Projects have been completed throughout California, Nevada, Arizona, and Washington. She has also been involved with numerous educational programming, public meetings, workshops, and presentations.

Eileen's preservation planning experience includes the Quieter Home Program where she was responsible for the management for over a thousand properties in compliance with the Section 106 documentation for the San Diego County Regional Airport Authority; Talmadge Park Estates Historic District National Register of Historic Places nomination that involved nearly 600 resources and working closely with the Talmadge Historical Society's volunteers in the documentation, research, and nomination report; Mission Valley Community Plan Update Historic Context Statement that provided an analytical framework for identifying and evaluating resources of the built environment including periods, events, themes, and patterns of development; San Diego Modernism Context Statement that provided the City of San Diego Planning and Development Services staff with guidelines for identifying potentially significant Modern buildings, structures, and landscape resources through the greater San Diego area; Hillcrest Focus Plan Amendment (FPA) Historical Context Statement including community outreach participation related to the FPA and the creation of a Supplemental Development Regulation document for the proposed potential historic Hillcrest District; Historical Assessment for a Potential Warehouse Thematic District; Naval Training Center Design Guidelines for treating historic resources including landscape and architectural features; Marine Corps Recruit Depot Design Guidelines for rehabilitating structures; Mission Beach Boardwalk Expansion, Section 106 process; and County Administration Center Concept Master Plan.

Eileen's experience outside of San Diego includes the City of Coronado As-Needed Historical Consulting Services that consisted of research and completion of Determination of Historic Significance Reports for nearly 30 resources within the city, including various buildings located within the Hotel del Coronado site; San Bernardino Santa Fe Depot Rehabilitation & Adaptive Reuse Study; Historic Preservation Element for the City of Pomona General Plan Update; and Leo Carrillo Ranch Master Plan in Carlsbad.

#### AREAS OF EXPERTISE

- » Historic Preservation

#### EDUCATION

- » Master of Arts, History, with Honors, University of San Diego
- » Bachelor of Arts, Magna Cum Laude, Vanguard University

#### CERTIFICATIONS

- » Secretary of the Interior  
Qualified Historian/Architectural  
Historian

#### PROFESSIONAL AFFILIATIONS

- » National Trust for Historic Preservation, Member
- » California Preservation Foundation, Member
- » Save Our Heritage Organization, Member
- » San Diego History Center, Member
- » California Council for the Promotion of History, Member
- » Society of Architectural Historians, Member
- » Mira Mesa Community Planning Group, Former Board Member



## Eugene "Skip" Shank, PE

### PRINCIPAL ENGINEER | EFS ENGINEERING

Skip Shank's experience is demonstrated by his involvement in numerous projects related to the planning, feasibility, and design of local and regional public improvements. He possesses additional specialized experience in the financing of capital and maintenance costs associated with such facilities.

### SELECTED PROJECT EXPERIENCE

- » City of San Diego Development Impact Fee Program Update, San Diego, CA. Responsible for development of initial program framework for Active Transportation, Fire Rescue, Library, Mobility, and Parks facilities.
- » County of San Diego Transportation Impact Fee Program, San Diego County, CA. Responsible for development of \$1 billion transportation impact fee program for entire San Diego County (unincorporated area).
- » City of San Diego On-Call Assessment Engineering Services, San Diego, CA. Responsible for benefit apportionment and preparation of Engineer's Reports for the formation of new districts and re-engineering of existing districts in accordance with the City's *Maintenance Assessment District Ordinance*.
- » City of San Diego Proposition 218 Compliance Evaluation, San Diego, CA. Responsible for evaluation and compliance analysis of 32 existing districts that provide for maintenance of landscape, streetscape, lighting and various open space facilities.
- » City of Poway Proposition 218 Compliance Evaluation, Poway, CA. Responsible for evaluation of five existing landscape maintenance assessment districts located throughout the City and included analysis of over 3,500 parcels for compliance with Proposition 218 requirements.
- » Casa De La Playa Geologic Hazard Abatement District (Seawall Protection Project), San Diego, CA. Managed formation of assessment district to finance the design and construction of shoreline protection project (seawall) located in front of condominium complex.
- » Olivenhain Municipal Water District Water Storage Project (AD 96-1), Encinitas, CA. Responsible for calculation and determination of ultimate development potential of 30,000-acre area on per parcel basis. Developed logic and methodology for digital apportionment of development potential and related assessment benefits associated with 24,000-acre-foot reservoir.
- » City of Redding On-Call Assessment Engineering Services, Redding, CA. Responsible for benefit apportionment and preparation of Engineer's Reports for the formation of new districts and administration of existing districts in accordance with the Landscaping & Lighting Act of 1972 and Proposition 218 requirements.
- » County of Imperial Gateway of the Americas Benefit Analysis Update, Imperial County, CA. Led preparation of impact fee program for 1,775-acre area of land. Project involved estimating and apportioning costs of water, sewer and transportation infrastructure improvements to future developing properties.

### AREAS OF EXPERTISE

- » Public Facilities

### EDUCATION

- » JD, Law, University of San Diego
- » BS, Civil Engineering, San Diego State University

### REGISTRATIONS

- » Professional Civil Engineer CA License No. C52792
- » Attorney State of California & United States Courts (Southern District of CA) License No. 220093

### PROFESSIONAL AFFILIATIONS

- » American Council of Engineering Companies, San Diego Chapter
- » American Society of Civil Engineers
- » California Bar Association
- » California Special Districts Association
- » Chi Epsilon & Tau Beta Pi National Engineering Honor Societies

### PRESENTATIONS

- » *Fundamentals of Assessment Engineering: Principles & Practices*, City of San Diego, Park & Recreation Department, March 23, 2007





## Jennifer Campos

### ENVIRONMENTAL PROJECT DIRECTOR | RECON

Jennifer Campos leads a team of environmental planners, archaeologists, biologists, noise, and air quality specialists to ensure successful completion of CEQA compliance for both public agencies and private clients. Jennifer brings a strong planning background and understanding of the latest planning initiatives in the areas of housing, transit-oriented development, mobility hubs, active transportation, and smart growth initiatives. She successfully guides clients and facilitates preparation of quality environmental documents for a variety of public agencies and most recently led the environmental effort for the City of San Diego's Complete Communities effort. Jennifer has worked with both the public and private sectors and has an exceptionally wide range of expertise including managing the preparation of environmental and planning documents for projects in the southern and central coast regions of California. Her experience has emphasized the management of environmental review for policy planning documents such as general and community plans, housing elements, mixed-use corridor plans, and related rezones, ordinance, and policy changes to implement local initiatives.

#### AREAS OF EXPERTISE

- » CEQA Documents

#### EDUCATION

- » MS; International Agricultural Development, UC Davis
- » BA, Geography, UC Berkeley

#### CERTIFICATIONS/PERMITS

- » County of San Diego Approved CEQA Consultants List; Agricultural Resources and EIR Preparer

#### PROFESSIONAL AFFILIATIONS

- » Association of Environmental Professionals
- » American Planning Association

#### SELECTED PROJECT EXPERIENCE

- » Southwest Village Specific Plan Subsequent EIR, San Diego, CA. Managing the environmental process for approval of the Southwest Village Specific Plan, a large-scale project including up to 5,200 new housing units and a mixed-use village core. This effort includes coordination among all disciplines to ensure efficient processing including geotechnical, engineering and planning, and management and oversight of the significant biological resource impacts and associated agency permitting. The project involves evaluation of consistency with the City's Vernal Pool Habitat Conservation Plan and development of a Vernal Pool restoration area, evaluation and design support for a wildlife crossing, and processing MHPA boundary adjustments. The EIR is a Subsequent EIR tiering from the Otay Mesa Community Plan Update EIR. The EIR includes a dual analysis, including project level evaluation of buildout of portions of the Specific Plan in addition to a program evaluation of full Specific Plan buildout.
- » As-Needed Environmental Planning Services, City of San Diego Planning Department, San Diego, CA. Work completed under this contract includes the Complete Communities: Mobility Choices and Housing Solutions Program EIR, the Mission Valley Community Plan Amendment Program EIR and the Morena Corridor Specific Plan EIR, Blueprint San Diego EIR, and Barrio Logan Community Plan Update EIR Addendum.
- » Blueprint San Diego EIR, San Diego, CA. Directing the preparation of the Program EIR for Blueprint San Diego project. The Program EIR would include the adoption of the University and Mira Mesa Community Plan Updates (CPUs), the Hillcrest Focused Plan Amendment to the Uptown CPU, as well as address conceptual future CPUs and Land Development Code amendments.
- » Complete Communities: Housing Solutions and Mobility Choices, San Diego, CA. Prepared a Program EIR for the City's Complete Communities: Housing Solutions and Mobility Choices program. Evaluated amendments to the San Diego Municipal Code to incentivize multi-family housing construction, affordability by allowing qualifying development to occur without further discretionary review.



## Jessica (Jesse) Fleming

### SENIOR AIR QUALITY AND NOISE SPECIALIST | RECON

Jesse Fleming is a senior noise, air quality, and greenhouse gas (GHG) specialist whose responsibilities include conducting acoustical, air quality, and GHG technical studies that require ambient conditions identification, dispersion and emission models, and preparation and processing of reports. Jesse is proficient with various air quality and noise models including SoundPLAN, FHWA TNM, CalEEMod, URBEMIS, EMFAC, CalRoads, CREATE, AERMOD, and the Environmental Protection Agency's AP42 methodologies. She has extensive knowledge of environmental regulations related to noise, air quality, and GHGs.

#### AREAS OF EXPERTISE

- » CEQA Documents

#### EDUCATION

- » BS, Mathematics, University of Santa Barbara

#### CERTIFICATIONS

- » County of San Diego Approved CEQA Consultants List; Air Quality & Noise
- » OSHA 10-Hour Training Course in Construction Safety & Health

#### SELECTED PROJECT EXPERIENCE

- » Southwest Village Specific Plan, San Diego, CA
- » Mission Valley Community Plan Update, San Diego, CA
- » The Glen at Scripps Ranch Senior Assisted Living Facility EIR, San Diego, CA
- » Ocean View Village - Playa del Sol, San Diego, CA
- » Air Quality Technical Report for City of Chino General Plan Housing Element Update (2008-2014) and EIR, Chino, CA



## Morgan Weintraub

### ENVIRONMENTAL PLANNER | RECON

Morgan Weintraub's responsibilities include preparation of environmental documents, coordination with agency staff, and project management. Morgan has prepared EIRs, MNDs, initial studies, and environmental assessments. She also prepares waste management plans in accordance with City of San Diego regulations and brings agency expertise through her experience serving as adjunct staff for the City of Wildomar and City of Eastvale.

#### SELECTED PROJECT EXPERIENCE

- » Blueprint San Diego EIR, San Diego, CA
- » Complete Communities: Housing Solutions and Mobility Choices, San Diego, CA
- » Townsgate Research & Development Project CEQA Studies, San Diego, CA
- » Lilac Hills Ranch Specific Plan, San Diego County, CA

#### AREAS OF EXPERTISE

- » CEQA Documents

#### EDUCATION

- » BA, Environmental Studies, University of California, Santa Cruz



## Chris Rhie

### PRINCIPAL | RHIE PLANNING

Chris Rhie is an urban planner who has 17 years of experience shaping equitable, place-based strategies to combat global climate change. He is a nationally recognized expert on urban sustainability, and has worked with leading cities, regions, and NGOs across the United States. Chris had the distinct privilege of leading the award-winning sustainability plan for the nation's most populous county (Los Angeles), the long-term climate action plan and environmental justice reports for the nation's most populous city (New York), and a wide array of progressive clients across the local government, higher education, corporate, and non-profit sectors. Trained in urban planning at MIT, Chris thrives in multidisciplinary teams, believing in sound processes, authentic engagement, and the necessity of combining systems change thinking with tactical interventions. Chris strives to center equity in every project and embrace a collaborative approach to help communities become carbon neutral whilst furthering social, economic, and environmental justice.

### AREAS OF EXPERTISE

- » Climate Resiliency

### EDUCATION

- » Master in City Planning, MIT
- » Master of Science in Real Estate Development, MIT
- » Bachelor of Arts, Yale University

### PROFESSIONAL AFFILIATIONS

- » Turner Center for Housing Innovation: Housing + Climate Research Advisory Group, Committee Member
- » Urban Environmentalists, Board Member
- » USGBC LEED for Cities Working Group, Former Energy and Emissions Lead
- » Westside Urban Forum, Board President

### SELECTED PRIOR PROJECT EXPERIENCE

- » San Diego County Renewable Overlay District Study, CA. Working within a multi-disciplinary consultant team, led the geographic assessment, which identified viable areas within unincorporated San Diego County for utility-scale renewable energy developments. Performed a comprehensive, data-driven analysis that resulted in the identification and mapping of suitable locations for multiple renewable energy technologies, including solar photovoltaics, concentrated solar power, and wind turbines, providing the County with both visual and analytical resources to help guide efforts toward meeting Countywide renewable energy and climate action goals.
- » County of Los Angeles OurCounty Sustainability Plan, CA. Served as the project manager, overseeing stakeholder engagement, policy development, and messaging and communications.
- » City of Tucson Climate Action and Adaptation Plan, AZ. Planning effort included technical greenhouse gas emissions and climate vulnerability analyses, as well as a variety of community-led dialogues and public events. The result was a collaborative and people-centered plan to support healthy communities, environmental stewardship, and a just economy and society. Served as the project director, managing a consultant team that included the local advocacy organization Living Streets Alliance as well as University of Arizona faculty.
- » City of West Hollywood, Climate Action and Adaptation Plan, CA. WeHo Climate Action outlines the City's intended path to dramatically reduce greenhouse gas emissions and adapt to the impacts of a changing climate, while centering equity and quality of life outcomes for the West Hollywood community. Served as the project director, managing technical work streams, as well as subconsultants for stakeholder engagement and CEQA.
- » NYC Environmental Justice Report, NY. Environmental justice report and online data portal to map the policies, infrastructure and investments that contribute to inequities in vulnerability and risk from environmental hazards across NYC. Served as the project director, managing a multidisciplinary consultant team and directing policy research and analysis as well as geospatial analysis to identify locally-appropriate criteria for identifying low-income and disadvantaged communities.

# Tab C – Cost/Price Proposal

## Pricing Schedule

The MIG Team’s hourly rates are provided below and on the following pages.

### MIG HOURLY RATES

| Labor Classification                     | Position Title                                             | Year 1 - Fully Burdened Hourly Rate |
|------------------------------------------|------------------------------------------------------------|-------------------------------------|
| Principal                                | Principal, Land Use Lead                                   | \$295.00                            |
| Principal                                | Principal, Urban Design Lead                               | \$265.00                            |
| Project Manager                          | Project Manager                                            | \$180.00                            |
| <b>Additional Labor Classifications</b>  |                                                            |                                     |
| Community Outreach and Engagement Lead   | Project Manager                                            | \$165.00                            |
| Strategic Communications Specialist      | Project Manager                                            | \$150.00                            |
| Digital Engagement Associate             | Senior Project Associate                                   | \$120.00                            |
| Senior Planner, Director of GIS Services | Director of GIS Services                                   | \$175.00                            |
| Senior Planner                           | Senior Project Manager                                     | \$180.00                            |
| Senior Planner                           | Senior Planner                                             | \$165.00                            |
| Senior Project Associate                 | Senior Project Associate                                   | \$130.00                            |
| Senior Urban Designer                    | Project Manager                                            | \$140.00                            |
| Urban Designer                           | Project Manager                                            | \$150.00                            |
| Project Associate                        | Project Associate                                          | \$120.00                            |
| Principal Landscape Architect            | Principal, Director of Landscape Architecture              | \$250.00                            |
| Senior Infrastructure Engineer           | Senior Civil Engineer, Director of Civil Engineering       | \$220.00                            |
| Historic Preservation Specialist         | Project Manager/Preservation Specialist                    | \$170.00                            |
| Resiliency Specialist                    | Director of Regenerative Design                            | \$215.00                            |
| Climate Adaptation Specialist            | Director of Air Quality, Greenhouse Gas and Noise Services | \$250.00                            |
| Accounting/Administrative                | Accounting/Administrative                                  | \$160.00                            |

### PENDOLEY STRATEGIES + COMMUNICATION BILLING RATES

| Labor Classification | Position Title | Year 1 - Fully Burdened Hourly Rate |
|----------------------|----------------|-------------------------------------|
| Principal            | Principal      | \$200.00                            |

#### INTERSECTING METRICS HOURLY RATES

| Labor Classification                    | Position Title  | Year 1 - Fully Burdened Hourly Rate |
|-----------------------------------------|-----------------|-------------------------------------|
| Principal                               | Principal       | \$205.00                            |
| Project Manager                         | Senior Engineer | \$175.00                            |
| <b>Additional Labor Classifications</b> |                 |                                     |
| Engineer                                | Engineer        | \$145.00                            |
| Engineer                                | Data Engineer   | \$200.00                            |
| Technician                              | GIS Analyst     | \$130.00                            |
| Admin                                   | Admin           | \$120.00                            |

#### KITTELSON & ASSOCIATES HOURLY RATES

| Labor Classification                    | Position Title                    | Year 1 - Fully Burdened Hourly Rate |
|-----------------------------------------|-----------------------------------|-------------------------------------|
| Principal                               | Senior Principal Engineer/Planner | \$306.79                            |
| Principal                               | Principal Engineer/Planner        | \$262.69                            |
| Project Manager                         | Associate Engineer/Planner        | \$237.62                            |
| Project Manager                         | Senior Engineer/Planner           | \$177.90                            |
| <b>Additional Labor Classifications</b> |                                   |                                     |
| Engineer/Planner                        | Engineer/Planner                  | \$161.89                            |
| Transportation Analyst                  | Transportation Analyst            | \$141.31                            |
| Technician I                            | Technician I                      | \$108.45                            |
| Technician II                           | Technician II                     | \$121.89                            |
| Senior Technician                       | Senior Technician                 | \$147.13                            |
| Associate Technician                    | Associate Technician              | \$177.84                            |
| Office Support                          | Office Support                    | \$98.65                             |
| Data Analyst/Software Technician        | Data Analyst/Software Technician  | \$157.64                            |
| Senior Data Scientist/Developer         | Senior Data Scientist/Developer   | \$234.47                            |

#### KEYSER MARSTON ASSOCIATES HOURLY RATES

| Labor Classification                    | Position Title       | Year 1 - Fully Burdened Hourly Rate |
|-----------------------------------------|----------------------|-------------------------------------|
| Principal                               | Managing Principal   | \$305.00                            |
| Project Manager                         | Manager              | \$245.00                            |
| Project Manager                         | Senior Associate     | \$205.00                            |
| <b>Additional Labor Classifications</b> |                      |                                     |
| Senior Principal                        | Senior Principal     | \$295.00                            |
| Principal                               | Principal            | \$275.00                            |
| Associate                               | Associate            | \$185.00                            |
| Senior Analyst                          | Senior Analyst       | \$170.00                            |
| Analyst                                 | Analyst              | \$145.00                            |
| Technical Staff                         | Technical Staff      | \$105.00                            |
| Administrative Staff                    | Administrative Staff | \$90.00                             |



## HR&A HOURLY RATES

| Labor Classification                    | Position Title   | Year 1 - Fully Burdened Hourly Rate |
|-----------------------------------------|------------------|-------------------------------------|
| Principal                               | Partner          | \$460.00                            |
| Project Manager                         | Principal        | \$420.00                            |
| <b>Additional Labor Classifications</b> |                  |                                     |
| Project Manager 2                       | Director         | \$370.00                            |
| Deputy Project Manager                  | Senior Analyst   | \$280.00                            |
| Analyst                                 | Analyst          | \$225.00                            |
| Analyst                                 | Research Analyst | \$180.00                            |
| Admin                                   | Admin            | \$105.00                            |

## CITYTHINKERS HOURLY RATES

| Labor Classification | Position Title | Year 1 - Fully Burdened Hourly Rate |
|----------------------|----------------|-------------------------------------|
| Principal            | Principal      | \$220.00                            |
| Project Manager      | Urban Designer | \$150.00                            |

## HERITAGE ARCHITECTURE & PLANNING HOURLY RATES

| Labor Classification                    | Position Title                    | Year 1 - Fully Burdened Hourly Rate |
|-----------------------------------------|-----------------------------------|-------------------------------------|
| Principal                               | Principal Architect               | \$261.24                            |
| Project Manager                         | Principal Architectural Historian | \$261.24                            |
| <b>Additional Labor Classifications</b> |                                   |                                     |
| Project Architect                       | Associate Architect               | \$241.15                            |

## EFS ENGINEERING HOURLY RATES

| Labor Classification                    | Position Title           | Year 1 - Fully Burdened Hourly Rate |
|-----------------------------------------|--------------------------|-------------------------------------|
| Principal                               | Principal Engineer       | \$205.00                            |
| Project Manager                         | Senior Engineer          | \$165.00                            |
| <b>Additional Labor Classifications</b> |                          |                                     |
| Senior Analyst                          | Senior Analyst           | \$150.00                            |
| Associate Engineer                      | Associate Engineer       | \$145.00                            |
| Associate Analyst                       | Associate Analyst        | \$125.00                            |
| Assistant Engineer                      | Assistant Engineer       | \$105.00                            |
| Assistant Analyst                       | Assistant Analyst        | \$95.00                             |
| Designer/CAD Operator                   | Designer/CAD Operator    | \$105.00                            |
| Administrative Assistant                | Administrative Assistant | \$85.00                             |

## HR&A HOURLY RATES

| Labor Classification                    | Position Title                           | Year 1 - Fully Burdened Hourly Rate |
|-----------------------------------------|------------------------------------------|-------------------------------------|
| Principal                               | Environmental Principal                  | \$255.00                            |
| Principal                               | Environmental Project Director           | \$235.00                            |
| Project Manager                         | Environmental Project Manager            | \$220.00                            |
| Project Manager                         | Senior Project Manager                   | \$205.00                            |
| <b>Additional Labor Classifications</b> |                                          |                                     |
| Senior Staff                            | Senior Staff                             | \$190.00                            |
| Mid-Level Staff                         | Associate Project Manager                | \$170.00                            |
| Mid-Level Staff                         | Associate                                | \$160.00                            |
| Junior Staff                            | Analyst III                              | \$145.00                            |
| Junior Staff                            | Analyst II                               | \$128.00                            |
| Junior Staff                            | Analyst I                                | \$110.00                            |
| Junior Staff                            | Assistant                                | \$98.00                             |
| Junior Staff                            | Resource Monitor                         | \$85.00                             |
| GIS Staff                               | Unmanned Aerial Vehicle (Drone) Operator | \$170.00                            |
| GIS Staff                               | GIS Supervisor                           | \$158.00                            |
| GIS Staff                               | GIS Technician                           | \$108.00                            |
| Production Staff                        | Production Supervisor                    | \$135.00                            |
| Production Staff                        | Production Specialist III                | \$112.00                            |
| Production Staff                        | Production Specialist II                 | \$95.00                             |
| Principal                               | Expert Witness                           | \$340.00                            |
| Accounting/Contracts                    | Senior Project Accountant/Contracts      | \$165.00                            |
| Accounting/Contracts                    | Associate Project Accountant/Contracts   | \$115.00                            |

## RHIE PLANNING BILLING RATES

| Labor Classification | Position Title | Year 1 - Fully Burdened Hourly Rate |
|----------------------|----------------|-------------------------------------|
| Principal            | Principal      | \$220.00                            |