The City of SAN DIEGO

Purchasing & Contracting Department

November 25, 2024

VIA EMAIL TO: pwinch@wrtdesign.com

Mr. Peter Winch, Principal
Wallace Roberts & Todd, LLC
120 2nd Street, 3rd Floor
San Francisco, CA 94105

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

Dear Mr. Winch:

Subject: Letter Agreeing to Exceptions

Exhibit A, paragraph A.2.2 of the subject RFP, states, in pertinent part: "Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of bidder's exceptions, reject bidder's exceptions, and deem the bid non-responsive, or award the Contract without bidder's proposed exceptions."

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

1. ARTICLE 1.7.6 Subconsultants of the Contract, shall be deleted in its entirety and replaced with the following:

> **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, related to the project, 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. If at any time after this Agreement is entered into, the Design Professional identifies a need for addition, deletion, or substitution of Subcontractor Services, the Design Professional must submit a written notice to the City requesting approval for the change modifying the Subcontractor Services.

2. Section 4.3.2 Criminal Background Certification of Exhibit C, General Contract Terms and Provisions, shall be deleted in its entirety and replaced with the following:

   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 to the extent recoverable under applicable law. Contractor shall also continue performance to the extent not terminated.

3. Section 5.3 Responsibility for Damages of Exhibit C, General Contract Terms and Provisions, shall be deleted in its entirety.

4. City rejects WRT's request to modify Exhibit C, General Contract Terms and Provisions, Section 5.5 Delay.

5. Section 5.7 Warranties of Exhibit C, General Contract Terms and Provisions, shall be deleted in its entirety.

6. City rejects WRT's request to modify Exhibit C, General Contract Terms and Provisions, Section 5.8 Industry Standards.

7. City rejects WRT's request to modify Exhibit C, General Contract Terms and Provisions, Section 6.5 Intellectual Property Warranty and Indemnification.

8. City rejects WRT's request to modify Exhibit C, General Contract Terms and Provisions, Section 7.1 Indemnification of Exhibit C, General Terms and Provisions.

9. City rejects WRT's request to modify Exhibit C, General Contract Terms and Provisions, Section 7.1.1 Consultant Service Defense.

10. City rejects WRT's request to modify Exhibit C, General Contract Terms and Provisions, Section 7.2.5.1 Additional Insured Status.

11. City rejects WRT's request to modify Exhibit C, General Contract Terms and Provisions, Section 7.3 Self Insured Retentions.

12. Article VIII Bonds of Exhibit C, General Contract Terms and Provisions, shall be deleted in its entirety.

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

ORIGINAL

Sincerely,

Damian Singleton
Senior Procurement Contracting Officer

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

WALLACE ROBERTS & TODD, LLC

By: Peter Winch

Name: Peter Winch
Peter Winch (Nov 25, 2024 11:54 PST)

Title: Principal

Date: 11/25/2024

THE CITY OF SAN DIEGO

By: [signature]

Name: Claudia C. Abarca

Title: Director, Purchasing & Contracting

Date: July 1, 2025

R-316293

ORIGINAL

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

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

RECITALS

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

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

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

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

ARTICLE I
CONSULTANT SERVICES

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

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

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

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

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

RR-316293
Document No.
Filed JUN 17 2025
Office of the City Clerk
San Diego, California

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II
DURATION OF CONTRACT

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

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

ARTICLE III
COMPENSATION

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

ARTICLE IV
WAGE REQUIREMENTS

4.1 Reserved.

ARTICLE V
CONTRACT DOCUMENTS

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

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

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

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

1st Any properly executed written amendment to the Contract

2nd The Contract

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

4th Contractor's Pricing

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

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

Remainder of page left intentionally blank.

ARTICLE VI
GRANT AGREEMENT REQUIREMENTS

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

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

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

CONTRACTOR

WRT
Proposer

120 2nd Street, 3rd Fl
Street Address

San Francisco, CA 94105
City/State/Zip

415.882.7853
Telephone No.

pwinch@wrtdesign.com
E-Mail

BY:
Peter Winch
Signature of Proposer's Authorized Representative

Peter Winch
Print Name

Principal
Title

May 13, 2025
Date

CITY OF SAN DIEGO
A Municipal Corporation

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

July 1, 2025
Date Signed

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

HEATHER FERBERT, City Attorney

BY:
Deputy City Attorney

R-316293

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

CONTRACTOR

WRT
Proposer

120 2nd Street, 3rd Fl
Street Address

San Francisco, CA 94105
City

415.882.7853
Telephone No.

pwinch@wrtdesign.com
E-Mail

BY:

Signature of Proposer's Authorized Representative

Peter Winch
Print Name

Principal
Title

May 13, 2025
Date

CITY OF SAN DIEGO
A Municipal Corporation

BY:

Print Name:

Claudia C. Abarca
Director, Purchasing & Contracting Department

July 1, 2025
Date Signed

Approved as to form this 15 day of

July, 20 25.

HEATHER FERBERT, City Attorney

BY:
Deputy City Attorney

R- 316293

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) x 60 = 57 points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

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

C. EVALUATION OF PROPOSALS

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

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

3. Evaluation Process.

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

3.2 Reserved.

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

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

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

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

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

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

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

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

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

D. ANNOUNCEMENT OF AWARD

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

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

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

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

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

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

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

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

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

5. **Conflict of Interest Certification.**

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

EXHIBIT B
SCOPE OF WORK

A. BACKGROUND

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

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

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

B. SCOPE OF SERVICES

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

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

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

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

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

C. DELIVERABLES

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

1. PROJECT ADMINISTRATION

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

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

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

2. COMMUNITY OUTREACH AND ENGAGEMENT

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

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

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

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

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

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

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

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

3. LAND USE

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

4. MOBILITY

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

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

5. ECONOMIC ANALYSIS

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

6. URBAN DESIGN

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

7. HISTORIC PRESERVATION

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

8. PUBLIC FACILITIES

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

9. URBAN GREENING

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

10. CEQA DOCUMENTS

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

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

11. CLIMATE RESILIENCE

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

D. EXPERIENCE AND QUALIFICATIONS

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

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

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

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

E. SELECTION PROCESS FOR EACH ASSIGNMENT

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

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

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

F. LABOR CLASSIFICATIONS

The following labor classifications are applicable to this RFP:

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

G. REFERNCES

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

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

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

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

H. TECHNICAL REPRESENTATIVE

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

I. PRICING SCHEDULE

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

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

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

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

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

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

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

EXHIBIT C

THE CITY OF SAN DIEGO

GENERAL CONTRACT TERMS AND PROVISIONS

APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I
SCOPE AND TERM OF CONTRACT

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

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

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

ARTICLE II
CONTRACT ADMINISTRATOR

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

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

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

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

ARTICLE III
COMPENSATION

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

3.2 Invoices.

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

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

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

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

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

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

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

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

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

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

ARTICLE IV
SUSPENSION AND TERMINATION

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

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

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

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

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

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

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

4.5 Contractor's Right to Payment Following Contract Termination.

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

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

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

ARTICLE V
ADDITIONAL CONTRACTOR OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI
INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

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

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

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

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

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

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

ARTICLE VII
INDEMNIFICATION AND INSURANCE

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

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

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

Contractor shall provide, at a minimum, the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII
BONDS

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

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

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

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

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

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

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

ARTICLE IX
CITY-MANDATED CLAUSES AND REQUIREMENTS

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

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

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

9.1.3 Non-Discrimination Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE X
CONFLICT OF INTEREST AND VIOLATIONS OF LAW

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

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

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

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

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

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

ARTICLE XI
DISPUTE RESOLUTION

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

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

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

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

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

ARTICLE XII
MANDATORY ASSISTANCE

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

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

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

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

ARTICLE XIII
MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit D

Applicable Grant Agreements

Planning Multi-Disciplinary

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

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

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

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

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

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

EXHIBIT E

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

SANDAG CONTRACT No. 6000327

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

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

SANDAG CONTRACT NO. 6000327

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

The following recitals are a substantive part of this Agreement:

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, it is agreed as follows:

I. GRANT AWARD

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

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

II. PROJECT BUDGET

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

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

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

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

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

III. MATCHING FUNDS

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

A. Availability of Grant Funding

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

B. Reduction of Matching Funds

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

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

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

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

IV. PROJECT MANAGER

Subgrantee's Project Manager is Grant Ruroede.

The HAP Program Manager is Goldy Herbon.

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

V. NOTICE

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

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

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

VI. PROJECT IMPLEMENTATION

A. General

The Subgrantee agrees to carry out the Project as follows:

1. Project Description

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

2. Subgrantee's Capacity

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

3. Project Schedule

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

4. Project Implementation and Oversight Requirements

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

5. Changes to Project Scope of Work

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

B. Application of Laws

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

C. Changes in Project Performance

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

D. Licenses and Permits

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

E. Standard of Care

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

F. Third-Party Contracting

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

1. Competitive Procurement

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

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

2. Debarment

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

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

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

3. Flowdown

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

4. No SANDAG Obligations to Third Parties

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

5. Equipment Purchases

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

VII. ETHICS

A. Subgrantee Code of Conduct/Standards of Conduct

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

B. Personal Conflicts of Interest

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

C. Organizational Conflicts of Interest

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

D. SANDAG Code of Conduct

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

E. Bonus or Commission

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

F. False or Fraudulent Statements or Claims

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

VIII. PAYMENTS

A. Type of Payment

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

B. Alternate Payee

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

C. Invoicing

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

D. Eligible Costs

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

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

2. Necessary to accomplish the Project.

3. Reasonable for the goods or services purchased.

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

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

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

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

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

E. Excluded Costs

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

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

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

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

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

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

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

IX. ACCOUNTING, REPORTING, RECORD RETENTION, AND ACCESS

A. Project Accounts

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

B. Reports

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

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

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

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

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

5. Subgrantee is responsible for the following photo documentation:

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

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

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

C. Record Retention

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

D. Meeting Records

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

E. Access to Records of Subgrantees and Subcontractors

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

X. PROJECT COMPLETION, AUDIT, SETTLEMENT, AND CLOSEOUT

A. Project Completion

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

B. Project Audit

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

C. Performance Audit

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

D. Project Closeout

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

XI. TIMELY PROGRESS AND RIGHT OF SANDAG TO TERMINATE

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

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

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

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

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

XII. CIVIL RIGHTS

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

A. Nondiscrimination

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

B. Equal Employment Opportunity

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

XIII. DISPUTES AND VENUE

A. Choice of Law

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

B. Dispute Resolution Process

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

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

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

C. Venue

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

XIV. ASSIGNMENT

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

XV. INDEMNIFICATION AND HOLD HARMLESS

A. Generally

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

B. Intellectual Property

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

XVI. INDEPENDENT CONTRACTOR

A. Status of Subgrantee

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

B. Actions on Behalf of SANDAG

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

XVII. SEVERABILITY AND INTEGRATION

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

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

XVIII. SIGNATURES

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

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

SAN DIEGO ASSOCIATION OF GOVERNMENTS

Susan Huntington 03/12/2024

SUSAN HUNTINGTON
Director of Financial Planning, Budgets, and Grants

CITY OF SAN DIEGO

03/12/2024

CASEY SMITH
Deputy Chief Operating Officer

APPROVED AS TO FORM:

03/12/2024

Office of General Counsel

ATTACHMENT A
SCOPE OF WORK AND PROJECT BUDGET

See following page.

Scope of Work and Budget

Applicant Name: *City of San Diego Planning Department*

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

Part I: Project Overview

Project Location: *City of San Diego- Citywide*

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

Part II: Scope of Work and Budget

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

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

Part III: Summary of Funding

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

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

Part IV: Project Budget and Expenditures Per Fiscal Year

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

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

*Key

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

ATTACHMENT B
PROJECT SCHEDULE

See following page.

Project Schedule

Applicant Name: City of San Diego Planning Department

Project Title: Small Scale Neighborhood Homes (SSNH) Initiative

Part II: Project Schedule

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

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

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

ATTACHMENT C

PASS-THROUGH PROVISIONS FROM REAP AGREEMENT

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

EXHIBIT D - REAP'2 TERMS AND CONDITIIONS

1. . Accountinn and Records

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

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

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

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

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

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

2. Invoicing

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

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

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

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

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

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

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

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

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

3. Audits

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

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

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

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

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

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

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

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

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

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

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

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

4. Remedies omd Non-pe:rtorm11nce

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Reporti11g1

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

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

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

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

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

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

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

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

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

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

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

6. Ind'emnificaflion

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

7. Waivers

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

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

8. Relationship of Parliies

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

9. Third Party Contracts

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

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

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

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

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

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

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

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

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

Lifligaflion

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

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

Chang:es in TennslAmend1nents

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

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

13. State·0Wned Data

A. Definitions

1.. Wor1\:

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

2. Wor1\Product:

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

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

B. Sharillg of Work Pmiduct and Rigll,ts

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

14. Spedal Condilions

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

ATTACHMENT D
PERFORMANCE MEASURES

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

SANDAG

Housing Acceleration Program (HAP) Performance Measures Reporting

Grantee: City of San Diego

Project: Small Scale Neighborhood Homes (SNNH) Initiative

Part A – Status of Activities

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

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

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

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

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

Final Audit Report 2024-12-04

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

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

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

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

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

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

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

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

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

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

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

Adobe Acrobat Sign

Agreement completed.

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

Adobe Acrobat Sign

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

ATTACHMENT C
PASS-THROUGH PROVISIONS FROM REAP AGREEMENT

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

EXHIBIT D - REAP2 TERMS AND CONDITIONS

1. **Accounting and Records**

   A. The Grantee, its employees, contractors, and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for payment vouchers and invoices. Grantees may establish and maintain an accounting system and reports, as described above, on behalf of contractors and subcontractors.

   B. The Grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the budget and timeline. Separate bank accounts are not required. As appropriate, Grantees must establish separate ledgers for State General funds and other funds associated with proposed uses not provided by the REAP 2.0 Program.

   C. The Grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.

   D. The Grantee agrees that the Department or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement.

   E. The Grantee agrees to maintain such records for a possible audit after the final payment for at least five years after all funds have been expended or returned to the State unless a longer period of records retention is stipulated. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

   F. Contractors and subcontractors employed by the Grantee and paid with moneys under the terms of this Agreement shall be responsible for maintaining accounting records as specified above.

2. **Invoicing**

   A. Grant funds cannot be disbursed until the Agreement has been fully executed.

   B. The Grantee will be responsible for compiling and submitting all invoices and reporting documents.

   C. The Grantee must bill the Department based on clear deliverables outlined in the Agreement or budget timeline. Generally, approved and eligible costs incurred for work after execution of the Agreement and completed during the grant term will be reimbursable. However, eligible activities conducted prior to award will be

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

D. Grantees who received advance funds shall expend all such funds or demonstrate substantial progress prior to requesting additional advanced funding by submitting an updated project timeline and budget, including expenditure progress for their eligible projects from the application and any supporting documentation.

E. Project invoices may be submitted to the Department by the Grantee on a quarterly basis or upon completion of a deliverable, subject to the Department's approval.

F. The Department may consider advance payments or alternative arrangements to reimbursement and payment methods based on demonstrated need. The Department may consider factors such as available funds for eligible activities. Suballocations must request funds in increments, schedule for advance payments or other form approved by the Department, and report progress according to an implementation and expenditure timetable.

G. Supporting documentation may include, but is not limited to, purchase orders, receipts, progress payments, subcontractor invoices, timecards, reports, or any other documentation as deemed necessary by the Department to support the reimbursement to the Grantee for expenditures incurred.

H. Invoices must be accompanied by supporting documentation where appropriate. Invoices without supporting documentation will not be paid. The Department may withhold up to 10 percent of the grant until grant terms have been fulfilled, including all required reporting.

3. **Audits**

A. At any time during the term of the Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the award. At the Department's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The Department has the right to review project documents and conduct audits during project implementation and over the project life.

B. The Grantee agrees that the Department or the Department's designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement.

C. The Grantee agrees to provide the Department, or the Department's designee, with any relevant information requested.

D. The Grantee agrees to permit the Department or the Department's designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other

material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes, REAP 2.0 Guidelines, and the Agreement.

E. The Department may request additional information, as needed, to meet other applicable audit requirements.

F. The Department may monitor expenditures and activities of a Grantee or its designees, contractors or subcontractors, as the Department deems necessary, to ensure compliance with REAP requirements.

G. Grantees using federal or state transportation planning funds administered through the Overall Work Program (OWP) shall clearly identify the source of funds.

H. If there are audit findings, the Grantee must submit a detailed response acceptable to the Department for each audit finding within 90 days from the date of the audit finding report.

I. The Grantee agrees to maintain such records for possible audit after the final payment for at least five years after all funds have been expended or returned to the State unless a longer period of records retention is stipulated. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

J. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, all records must be retained by the Grantee and its designees, contractors, and sub-contractors until completion of the action and resolution of all issues which arise from it. In any contract that it enters into in an amount exceeding $10,000, the Grantee shall include the Department's right to audit the contractor's records and interview their employees.

K. The Grantee shall comply with and be aware of the requirements and penalties for violations of fraud and for obstruction of investigation as set forth in California Public Contracts Code Section 10115.10.

4. **Remedies and Non-performance**

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

B. Neither the pendency of a dispute nor its consideration by the Department will excuse the Grantee from full and timely performance in accordance with the terms of this Agreement.

C. In the event that it is determined, at the sole discretion of the Department, that the Grantee is not meeting the terms and conditions of the Agreement, immediately upon receiving a written notice from the Department to stop work, the Grantee shall cease all work under the Agreement. The Department has the sole discretion to determine that the Grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the Grantee to resume work under the Agreement.

D. The Department has the right to terminate the Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the Grantee or the Department to rectify any deficiency(ies) prior to the early termination date. The Grantee will submit any requested documents to the Department within 30 days of the early termination notice.

E. The applicant must demonstrate a clear and significant nexus to REAP 2.0 Program goals and objectives and must carry out provisions to meet the Program goals and objectives and other requirements, including, but not limited to, adoption or completion of activities toward Policy Outcomes and implementation of eligible use activities funded through a suballocation process. Any lack of action or action inconsistent with REAP 2.0 requirements may result in review and could be subject to repayment of the grant.

F. At any time, if the Department finds the Grantee included false information in the advance or final application or as part of the application review, the Department may require the repayment of funds.

G. Grantees are responsible for suballocations meeting all REAP 2.0 requirements.

H. Examples of a breach of this Agreement:

   1. Grantee's failure to comply with any term or condition of this Agreement.

   2. Use of, or permitting the use of, grant funds provided under this Agreement for any ineligible costs or for any activity not specified and approved under this Agreement.

   3. Any failure to comply with the deadlines set forth in this Agreement unless approved by the Program Manager in writing.

I. The Department may, as it deems appropriate or necessary, require the repayment of funds from a Grantee, or pursue any other remedies available to it by law for failure to comply with all REAP 2.0 Program requirements.

J. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may at its discretion, exercise a variety of remedies, including but not limited to:

   1. Revoke existing REAP 2.0 award(s) to the Grantee;

2. Require the return of unexpended REAP 2.0 funds disbursed under this Agreement;

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

4. Seek a court order for specific performance of the obligation defaulted upon, or the appointment of a receiver to complete the obligations in accordance with the REAP 2.0 Program requirements; and

5. Other remedies available at law, by and through this Agreement. All remedies available to the Department are cumulative and not exclusive.

6. The Department may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

K. The Grantee may be subject to amendment of this section as a result of subsequent applications and awards.

5. **Reporting**

A. At any time during the term of the Agreement, the Department may request a performance report that demonstrates satisfaction of all requirements identified in the Agreement with emphasis on eligible activities, eligible uses, and expenditures according to timelines and budgets referenced in the Agreement.

B. Grantees shall submit a report, in the form and manner prescribed by the Department, to be made publicly available on its website, by April 1 of the year following the receipt of those funds, and annually thereafter until those funds are expended, that contains the following information:

1. The status of the Proposed Uses and expenditures listed in the Grantee's advance and full applications for funding and progress of each Proposed Use toward all the objectives of the REAP 2.0 program as provided in the Guidelines and explained in the applications.

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

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

any measurement challenges that persist and highlight any administrative barriers that prevent it from obtaining the information it needs to perform better analysis of progress made achieving REAP 2.0 Objectives and make adjustments to the extent possible in subsequent reporting years.

3. All status and impact reports shall be categorized based on the eligible uses specified in Section 50515.08 of the Statute.

C. Grantees shall post, make available, and update, as appropriate on its internet website, land use maps and Vehicle Miles Traveled generation maps produced in the development of its adopted SCS, as applicable.

D. Grantees shall collaborate and share progress, templates, and best practices with the Department and fellow recipients in implementation of funds. To the greatest extent practicable, Grantees shall coordinate with other Eligible Entities in the development of applications, consider potential for joint activities, and seek to coordinate Housing and transportation planning across regions.

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

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

6. **Indemnification**

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

7. **Waivers**

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

8. **Relationship of Parties**

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

9. **Third Party Contracts**

A. All state-government funded procurements must be conducted using a fair and competitive procurement process. The Grantee may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California state law.

B. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement and shall be applicable to the Grantee's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors shall be submitted to the Department's program manager.

C. The Department does not have a contractual relationship with the Grantee's sub-recipients, contractors, or subcontractors, and the Grantee shall be fully responsible for monitoring and enforcement of those agreements and all work performed thereunder.

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

A. The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the grant, the Grantee, its contractors or subcontractors, and any other grant activity.

B. During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic information, age, disability, handicap, familial status, religion, or belief, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.

C. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the REAP 2.0 Program.

D. The Grantee shall, in the course of performing project work, fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

E. The Grantee shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the REAP project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR 92.351.

11. **Litigation**

A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.

B. The Grantee shall notify the Department immediately of any claim or legal action undertaken by or against it, which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or legal action consistent with the terms of this Agreement and the interests of the Department.

12. **Changes in Terms/Amendments**

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

B. This Agreement may only be amended or modified by mutual written agreement of both parties.

13. **State-Owned Data**

A. Definitions

1. Work:

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

2. Work Product:

All deliverables created or produced from Work under this Agreement including, but not limited to, all Work and deliverables conceived or made or, hereafter

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

B. Sharing of Work Product and Rights

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

14. **Special Conditions**

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

EXHIBIT F

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

SANDAG CONTRACT No. 6000330

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

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

SANDAG CONTRACT NO.6000330

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

The following recitals are a substantive part of this Agreement:

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, it is agreed as follows:

I. GRANT AWARD

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

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

II. PROJECT BUDGET

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

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

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

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

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

III. MATCHING FUNDS

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

A. Availability of Grant Funding

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

B. Reduction of Matching Funds

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

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

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

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

IV. PROJECT MANAGER

Subgrantee's Project Manager is Sean McGee.

The HAP Program Manager is Goldy Herbon.

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

V. NOTICE

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

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

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

VI. PROJECT IMPLEMENTATION

A. General

The Subgrantee agrees to carry out the Project as follows:

1. Project Description

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

2. Subgrantee's Capacity

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

3. Project Schedule

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

4. Project Implementation and Oversight Requirements

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

5. Changes to Project Scope of Work

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

B. Application of Laws

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

C. Changes in Project Performance

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

D. Licenses and Permits

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

E. Standard of Care

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

F. Third-Party Contracting

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

1. Competitive Procurement

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

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

2. Debarment

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

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

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

3. Flowdown

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

4. No SANDAG Obligations to Third Parties

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

5. Equipment Purchases

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

VII. ETHICS

A. Subgrantee Code of Conduct/Standards of Conduct

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

B. Personal Conflicts of Interest

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

C. Organizational Conflicts of Interest

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

D. SANDAG Code of Conduct

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

E. Bonus or Commission

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

F. False or Fraudulent Statements or Claims

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

VIII. PAYMENTS

A. Type of Payment

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

B. Alternate Payee

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

C. Invoicing

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

D. Eligible Costs

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

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

2. Necessary to accomplish the Project.

3. Reasonable for the goods or services purchased.

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

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

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

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

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

E. Excluded Costs

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

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

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

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

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

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

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

IX. ACCOUNTING, REPORTING, RECORD RETENTION, AND ACCESS

A. Project Accounts

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

B. Reports

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

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

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

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

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

5. Subgrantee is responsible for the following photo documentation:

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

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

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

C. Record Retention

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

D. Meeting Records

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

E. Access to Records of Subgrantees and Subcontractors

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

X. PROJECT COMPLETION, AUDIT, SETTLEMENT, AND CLOSEOUT

A. Project Completion

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

B. Project Audit

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

C. Performance Audit

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

D. Project Closeout

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

XI. TIMELY PROGRESS AND RIGHT OF SANDAG TO TERMINATE

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

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

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

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

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

XII. CIVIL RIGHTS

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

A. Nondiscrimination

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

B. Equal Employment Opportunity

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

XIII. DISPUTES AND VENUE

A. Choice of Law

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

B. Dispute Resolution Process

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

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

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

C. Venue

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

XIV. ASSIGNMENT

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

XV. INDEMNIFICATION AND HOLD HARMLESS

A. Generally

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

B. Intellectual Property

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

XVI. INDEPENDENT CONTRACTOR

A. Status of Subgrantee

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

B. Actions on Behalf of SANDAG

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

XVII. SEVERABILITY AND INTEGRATION

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

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

XVIII. SIGNATURES

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

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

SAN DIEGO ASSOCIATION OF GOVERNMENTS

Susan Huntington 03/12/2024

SUSAN HUNTINGTON
Director of Financial Planning, Budgets, and Grants

CITY OF SAN DIEGO

03/12/2024

CASEY SMITH
Deputy Chief Operating Officer

APPROVED AS TO FORM:

03/12/2024

Office of General Counsel

ATTACHMENT A
SCOPE OF WORK AND PROJECT BUDGET

See following page.

Scope of Work and Budget

Applicant Name: City of San Diego

Project Title: City Affordable Home Master Plan

Part I: Project Overview

Project Location: *Citywide*

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

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

Part II: Scope of Work and Budget

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

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

Scope of Work and Budget

Applicant Name: City of San Diego

Project Title: City Affordable Home Master Plan

Part I: Project Overview

Project Location: *Citywide*

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

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

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

Part III: Summary of Funding

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

Grant Percentage:	86.67%
Matching Funds Percentage:	13.33%

Part IV: Project Budget and Expenditures Per Fiscal Year

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

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

*Key

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

ATTACHMENT B
PROJECT SCHEDULE

See following page.

Project Schedule

Applicant Name: City of San Diego

Project Title: City Affordable Home Master Plan

Part II: Project Schedule

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

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

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

ATTACHMENT C

PASS-THROUGH PROVISIONS FROM REAP AGREEMENT

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

EXHIBIT D - REAP'2 TERMS AND CONDITIIONS

1. . Accountinn and Records

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

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

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

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

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

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

2. Invoicing

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

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

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

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

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

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

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

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

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

3. Audits

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

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

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

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

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

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

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

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

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

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

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

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

4. Remedies omd Non-pe:rtorm11nce

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Reporti11g1

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

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

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

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

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

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

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

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

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

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

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

6. Ind'emnificaflion

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

7. Waivers

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

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

8. Relationship of Parliies

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

9. Third Party Contracts

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

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

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

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

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

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

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

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

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

Lifligaflion

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

B. The Grantee shal notify tile DeiParlment immediatelly of any claim m l:egal action undertaken by m against it , **vuhi:ch**affects m may affect this Agreement **or** the Department, and shalltake s1.1ch aotion with respeot to the olaim or legal action consistent wi1h the terms of tllis Agreement and Ille interests of the Department.

Chang·es in TennslAmend1nents

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

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

13. State·0Wned Data

A. Definitions

1.. Wor1\:

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

2. Wor1\Product:

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

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

B. Sharillg of Work Pmiduct and Rigll,ts

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

14. Spedal Condilions

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

ATTACHMENT D
PERFORMANCE MEASURES

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

`

SANDAG

Housing Acceleration Program (HAP) Performance Measures Reporting

Grantee: City of San Diego

Project: City Affordable Home Development Master Plan

Part A – Status of Activities

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

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

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

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

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

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

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

SANDAG - Signature Request for Contract 6000330 Affordable Home Master Plan

Final Audit Report 2024-12-04

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

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

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

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

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

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

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

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

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

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

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

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

Adobe Acrobat Sign

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

ATTACHMENT C
PASS-THROUGH PROVISIONS FROM REAP AGREEMENT

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

EXHIBIT D - REAP2 TERMS AND CONDITIONS

1. **Accounting and Records**

   A. The Grantee, its employees, contractors, and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for payment vouchers and invoices. Grantees may establish and maintain an accounting system and reports, as described above, on behalf of contractors and subcontractors.

   B. The Grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the budget and timeline. Separate bank accounts are not required. As appropriate, Grantees must establish separate ledgers for State General funds and other funds associated with proposed uses not provided by the REAP 2.0 Program.

   C. The Grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.

   D. The Grantee agrees that the Department or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement.

   E. The Grantee agrees to maintain such records for a possible audit after the final payment for at least five years after all funds have been expended or returned to the State unless a longer period of records retention is stipulated. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

   F. Contractors and subcontractors employed by the Grantee and paid with moneys under the terms of this Agreement shall be responsible for maintaining accounting records as specified above.

2. **Invoicing**

   A. Grant funds cannot be disbursed until the Agreement has been fully executed.

   B. The Grantee will be responsible for compiling and submitting all invoices and reporting documents.

   C. The Grantee must bill the Department based on clear deliverables outlined in the Agreement or budget timeline. Generally, approved and eligible costs incurred for work after execution of the Agreement and completed during the grant term will be reimbursable. However, eligible activities conducted prior to award will be

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

D. Grantees who received advance funds shall expend all such funds or demonstrate substantial progress prior to requesting additional advanced funding by submitting an updated project timeline and budget, including expenditure progress for their eligible projects from the application and any supporting documentation.

E. Project invoices may be submitted to the Department by the Grantee on a quarterly basis or upon completion of a deliverable, subject to the Department's approval.

F. The Department may consider advance payments or alternative arrangements to reimbursement and payment methods based on demonstrated need. The Department may consider factors such as available funds for eligible activities. Suballocations must request funds in increments, schedule for advance payments or other form approved by the Department, and report progress according to an implementation and expenditure timetable.

G. Supporting documentation may include, but is not limited to, purchase orders, receipts, progress payments, subcontractor invoices, timecards, reports, or any other documentation as deemed necessary by the Department to support the reimbursement to the Grantee for expenditures incurred.

H. Invoices must be accompanied by supporting documentation where appropriate. Invoices without supporting documentation will not be paid. The Department may withhold up to 10 percent of the grant until grant terms have been fulfilled, including all required reporting.

3. **Audits**

A. At any time during the term of the Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the award. At the Department's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The Department has the right to review project documents and conduct audits during project implementation and over the project life.

B. The Grantee agrees that the Department or the Department's designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement.

C. The Grantee agrees to provide the Department, or the Department's designee, with any relevant information requested.

D. The Grantee agrees to permit the Department or the Department's designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other

material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes, REAP 2.0 Guidelines, and the Agreement.

E. The Department may request additional information, as needed, to meet other applicable audit requirements.

F. The Department may monitor expenditures and activities of a Grantee or its designees, contractors or subcontractors, as the Department deems necessary, to ensure compliance with REAP requirements.

G. Grantees using federal or state transportation planning funds administered through the Overall Work Program (OWP) shall clearly identify the source of funds.

H. If there are audit findings, the Grantee must submit a detailed response acceptable to the Department for each audit finding within 90 days from the date of the audit finding report.

I. The Grantee agrees to maintain such records for possible audit after the final payment for at least five years after all funds have been expended or returned to the State unless a longer period of records retention is stipulated. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

J. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, all records must be retained by the Grantee and its designees, contractors, and sub-contractors until completion of the action and resolution of all issues which arise from it. In any contract that it enters into in an amount exceeding $10,000, the Grantee shall include the Department's right to audit the contractor's records and interview their employees.

K. The Grantee shall comply with and be aware of the requirements and penalties for violations of fraud and for obstruction of investigation as set forth in California Public Contracts Code Section 10115.10.

4. **Remedies and Non-performance**

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

B. Neither the pendency of a dispute nor its consideration by the Department will excuse the Grantee from full and timely performance in accordance with the terms of this Agreement.

C. In the event that it is determined, at the sole discretion of the Department, that the Grantee is not meeting the terms and conditions of the Agreement, immediately upon receiving a written notice from the Department to stop work, the Grantee shall cease all work under the Agreement. The Department has the sole discretion to determine that the Grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the Grantee to resume work under the Agreement.

D. The Department has the right to terminate the Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the Grantee or the Department to rectify any deficiency(ies) prior to the early termination date. The Grantee will submit any requested documents to the Department within 30 days of the early termination notice.

E. The applicant must demonstrate a clear and significant nexus to REAP 2.0 Program goals and objectives and must carry out provisions to meet the Program goals and objectives and other requirements, including, but not limited to, adoption or completion of activities toward Policy Outcomes and implementation of eligible use activities funded through a suballocation process. Any lack of action or action inconsistent with REAP 2.0 requirements may result in review and could be subject to repayment of the grant.

F. At any time, if the Department finds the Grantee included false information in the advance or final application or as part of the application review, the Department may require the repayment of funds.

G. Grantees are responsible for suballocations meeting all REAP 2.0 requirements.

H. Examples of a breach of this Agreement:

   1. Grantee's failure to comply with any term or condition of this Agreement.

   2. Use of, or permitting the use of, grant funds provided under this Agreement for any ineligible costs or for any activity not specified and approved under this Agreement.

   3. Any failure to comply with the deadlines set forth in this Agreement unless approved by the Program Manager in writing.

I. The Department may, as it deems appropriate or necessary, require the repayment of funds from a Grantee, or pursue any other remedies available to it by law for failure to comply with all REAP 2.0 Program requirements.

J. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may at its discretion, exercise a variety of remedies, including but not limited to:

   1. Revoke existing REAP 2.0 award(s) to the Grantee;

2. Require the return of unexpended REAP 2.0 funds disbursed under this Agreement;

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

4. Seek a court order for specific performance of the obligation defaulted upon, or the appointment of a receiver to complete the obligations in accordance with the REAP 2.0 Program requirements; and

5. Other remedies available at law, by and through this Agreement. All remedies available to the Department are cumulative and not exclusive.

6. The Department may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

K. The Grantee may be subject to amendment of this section as a result of subsequent applications and awards.

5. **Reporting**

A. At any time during the term of the Agreement, the Department may request a performance report that demonstrates satisfaction of all requirements identified in the Agreement with emphasis on eligible activities, eligible uses, and expenditures according to timelines and budgets referenced in the Agreement.

B. Grantees shall submit a report, in the form and manner prescribed by the Department, to be made publicly available on its website, by April 1 of the year following the receipt of those funds, and annually thereafter until those funds are expended, that contains the following information:

1. The status of the Proposed Uses and expenditures listed in the Grantee's advance and full applications for funding and progress of each Proposed Use toward all the objectives of the REAP 2.0 program as provided in the Guidelines and explained in the applications.

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

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

any measurement challenges that persist and highlight any administrative barriers that prevent it from obtaining the information it needs to perform better analysis of progress made achieving REAP 2.0 Objectives and make adjustments to the extent possible in subsequent reporting years.

3. All status and impact reports shall be categorized based on the eligible uses specified in Section 50515.08 of the Statute.

C. Grantees shall post, make available, and update, as appropriate on its internet website, land use maps and Vehicle Miles Traveled generation maps produced in the development of its adopted SCS, as applicable.

D. Grantees shall collaborate and share progress, templates, and best practices with the Department and fellow recipients in implementation of funds. To the greatest extent practicable, Grantees shall coordinate with other Eligible Entities in the development of applications, consider potential for joint activities, and seek to coordinate Housing and transportation planning across regions.

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

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

6. **Indemnification**

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

7. **Waivers**

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

8. **Relationship of Parties**

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

9. **Third Party Contracts**

A. All state-government funded procurements must be conducted using a fair and competitive procurement process. The Grantee may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California state law.

B. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement and shall be applicable to the Grantee's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors shall be submitted to the Department's program manager.

C. The Department does not have a contractual relationship with the Grantee's sub-recipients, contractors, or subcontractors, and the Grantee shall be fully responsible for monitoring and enforcement of those agreements and all work performed thereunder.

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

A. The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the grant, the Grantee, its contractors or subcontractors, and any other grant activity.

B. During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic information, age, disability, handicap, familial status, religion, or belief, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.

C. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the REAP 2.0 Program.

D. The Grantee shall, in the course of performing project work, fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

E. The Grantee shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the REAP project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR 92.351.

11. **Litigation**

A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.

B. The Grantee shall notify the Department immediately of any claim or legal action undertaken by or against it, which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or legal action consistent with the terms of this Agreement and the interests of the Department.

12. **Changes in Terms/Amendments**

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

B. This Agreement may only be amended or modified by mutual written agreement of both parties.

13. **State-Owned Data**

A. Definitions

1. Work:

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

2. Work Product:

All deliverables created or produced from Work under this Agreement including, but not limited to, all Work and deliverables conceived or made or, hereafter

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

B. Sharing of Work Product and Rights

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

14. **Special Conditions**

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

EXHIBIT G

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

SANDAG CONTRACT No. 6000329

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

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

SANDAG CONTRACT NO. 6000329

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

The following recitals are a substantive part of this Agreement:

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, it is agreed as follows:

I. GRANT AWARD

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

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

II. PROJECT BUDGET

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

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

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

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

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

III. MATCHING FUNDS

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

A. Availability of Grant Funding

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

B. Reduction of Matching Funds

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

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

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

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

IV. PROJECT MANAGER

Subgrantee's Project Manager is Alex Frost.

The HAP Program Manager is Goldy Herbon.

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

V. NOTICE

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

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

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

VI. PROJECT IMPLEMENTATION

A. General

The Subgrantee agrees to carry out the Project as follows:

1. Project Description

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

2. Subgrantee's Capacity

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

3. Project Schedule

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

4. Project Implementation and Oversight Requirements

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

5. Changes to Project Scope of Work

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

B. Application of Laws

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

C. Changes in Project Performance

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

D. Licenses and Permits

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

E. Standard of Care

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

F. Third-Party Contracting

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

1. Competitive Procurement

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

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

2. Debarment

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

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

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

3. Flowdown

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

4. No SANDAG Obligations to Third Parties

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

5. Equipment Purchases

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

VII. ETHICS

A. Subgrantee Code of Conduct/Standards of Conduct

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

B. Personal Conflicts of Interest

The Subgrantee agrees that its code of conduct or standards of conduct shall prohibit the Subgrantee's employees, officers, council or board members, or agents from participating in the selection, award, or administration of any third-party contract or subagreement supported by the grant funding if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of their immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein have a financial interest in a firm competing for award.

C. Organizational Conflicts of Interest

The Subgrantee agrees that its code of conduct or standards of conduct shall include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subagreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third-party contractor or subcontractor or impair its objectivity in performing the contract work.

D. SANDAG Code of Conduct

SANDAG has established policies concerning potential conflicts of interest. These policies apply to Subgrantee. For all awards by SANDAG, any practices that might result in unlawful activity are prohibited including, but not limited to, rebates, kickbacks, or other unlawful considerations. SANDAG staff members are specifically prohibited from participating in the selection process when those staff have a close personal relationship, family relationship, or past (within the last 12 months), present, or potential business or employment relationship with a person or business entity seeking a contract with SANDAG. It is unlawful for any contract to be made by SANDAG if any individual Board member or staff has a prohibited financial interest in the contract. Staff also are prohibited from soliciting or accepting gratuities from any organization seeking funding from SANDAG. SANDAG's officers, employees, agents, and board members shall not solicit or accept gifts, gratuities, favors, or anything of monetary value from consultants, potential consultants, or parties to subagreements. By signing this Agreement, Subgrantee affirms that it has no knowledge of an ethical violation by SANDAG staff or Subgrantee. If Subgrantee has any reason to believe a conflict of interest exists concerning the Agreement or the Project, it shall notify the SANDAG Office of General Counsel immediately.

E. Bonus or Commission

The Subgrantee affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its grant funding application for the Project.

F. False or Fraudulent Statements or Claims

The Subgrantee acknowledges and agrees that by executing the Agreement for the Project, the Subgrantee certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project, including, but not limited to, the Subgrantee's grant application, progress reports, and invoices.

VIII. PAYMENTS

A. Type of Payment

The payment type for this Agreement will be reimbursement and will be based on actual, substantiated, and allowable costs described herein.

B. Alternate Payee

If the Subgrantee designates a party as an Alternate Payee, Alternate Payee is authorized to submit payment requests directly to SANDAG to receive reimbursement for allowable Project costs. This does not alleviate Subgrantee from all obligations under this Grant Agreement.

C. Invoicing

Subgrantee or Alternate Payee is required to submit invoices quarterly using a template provided by SANDAG. Invoices must be accompanied by a quarterly report (template to be provided by SANDAG). SANDAG will make payments for eligible amounts to Subgrantee or Alternate Payee as promptly as SANDAG fiscal procedures permit upon receipt of Subgrantee's or Alternate Payee's itemized signed invoice(s), backup, deliverables,and confirmation by the HAP Program Manager that Subgrantee is in compliance with the reporting and other requirements in this Agreement. SANDAG shall retain 10 percent from the amounts invoiced until the satisfactory completion of the Project. SANDAG shall promptly pay retention amounts to Subgrantee or Alternate Payee following satisfactory completion of the Scope of Work, including but not limited to receipt of all deliverables, completion of a final site visit, and notification that all labor compliance requirements have been met (for capital projects), the final invoice, and all required documentation.

D. Eligible Costs

The Subgrantee agrees that Project costs eligible for grant funding must comply with the following requirements unless SANDAG determines otherwise in writing. To be eligible for reimbursement, Project costs must be:

1. Consistent with the Project Scope of Work, Schedule, and Project Budget, and other provisions of the Agreement.

2. Necessary to accomplish the Project.

3. Reasonable for the goods or services purchased.

4. Actual net costs to the Subgrantee (i.e., the price paid minus any refunds, rebates, or other items of value received by the Subgrantee that reduces the cost actually incurred, excluding program income). Project-generated revenue realized by the Subgrantee shall be used to support the Project. Project-generated revenue and expenditures, if any, shall be reported at the end of the Agreement period.

5. Incurred for work performed on or after the Agreement effective date and before the termination date, and also must have been paid for by the Subgrantee.

6. Satisfactorily documented with supporting documentation, which will be submitted with each invoice. Copies of invoices are required for goods or services provided by third parties.

7. Treated consistently following generally accepted accounting principles and procedures for the Subgrantee and any third-party contractors and subcontractors, (see Section entitled "Accounting Records").

8. Eligible for grant funding as part of the grant program through which the funds were awarded.

E. Excluded Costs

In determining the amount of REAP funds SANDAG will provide for the Project, SANDAG will exclude the following:

1. Any Project cost incurred by the Subgrantee before the Effective Date of the Agreement or applicable Amendment.

2. Any cost that is not included in the Project Budget.

3. Any cost for Project property or services received in connection with a subagreement, lease, third-party contract, or other arrangement that is required to be, but has not been, concurred in or approved in writing by SANDAG.

4. Any cost ineligible for SANDAG participation as provided by applicable laws, regulations, or policies.

5. Any cost incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (any indirect cost). Typical indirect costs include facilities and administration costs such as heat/air conditioning, lighting, payroll, and the entity's accounting system. Administrative costs such as clerical and support staff salaries are often treated as indirect costs.

The Subgrantee understands and agrees that payment to the Subgrantee for any Project cost does not constitute SANDAG's final decision about whether that cost is allowable and eligible for payment under the Project and does not constitute a waiver of any violation by the Subgrantee of the terms of this Agreement or Board Policy No. 035. The Subgrantee acknowledges that SANDAG will not make a final determination about the allowability and eligibility of any cost until the final payment has been made on the Project or the results of an audit of the Project requested by SANDAG have been completed, whichever occurs latest. If SANDAG determines that the Subgrantee is not entitled to receive any portion of the grant funding requested or paid, SANDAG will notify the Subgrantee in writing, stating its reasons. The Subgrantee agrees that Project closeout will not alter the Subgrantee's responsibility to return any funds due to SANDAG as a result of later refunds, corrections, performance deficiencies, or other similar actions; nor will Project closeout alter SANDAG's right to disallow costs and recover funds provided for the Project on the basis of a later audit or other review. Upon notification to the Subgrantee that specific amounts are owed to SANDAG, whether for excess payments of grant funding, disallowed costs, or funds recovered from third parties or elsewhere, the Subgrantee agrees to promptly remit to SANDAG the amounts owed, including applicable interest, penalties and administrative charges.

IX. ACCOUNTING, REPORTING, RECORD RETENTION, AND ACCESS

A. Project Accounts

The Subgrantee and Alternate Payee agree to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The Subgrantee and Alternate Payee also agree to maintain documentation of all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents related in whole or in part to the Project so that they may be clearly identified, readily accessible, and available to SANDAG upon request and, to the extent feasible, kept separate from documents not related to the Project.

B. Reports

1. The Subgrantee agrees to submit to SANDAG all reports required by law and regulation, policy, this Agreement, or any other reports SANDAG may specify. SANDAG reserves the right to specify that records be submitted in particular formats. Subgrantee may be required to attend meetings of SANDAG staff and committees, including but not limited to the Regional Planning

Committee and the SANDAG Board of Directors, to report on its progress and respond to questions from Board Members or the public.

2. Subgrantee's performance shall be monitored for consistency with the Scope of Work. SANDAG will utilize Performance Measures (Attachment D) and the SANDAG Grant Monitoring Checklist provided by the HAP Program Manager, to document compliance with this Agreement. Subgrantee's performance will be measured against the Performance Measures during the term of this Agreement. If the Subgrantee does not comply with provisions in this Agreement or achieve minimum performance requirements, SANDAG will issue Subgrantee a written Notice to Complete a Recovery Plan (Notice). Subgrantee's Recovery Plan shall include a detailed description of how Subgrantee intends to come into compliance with the Agreement or Performance Measures. Subgrantee's Recovery Plan must include an implementation schedule that reflects compliance with the Agreement as referenced in the Notice, or achievement of its performance measure minimums within three months following the issue date of the Notice. Subgrantee must submit its Recovery Plan to the HAP Program Manager within 30 calendar days following the issue date of the Notice. If Subgrantee's performance is inconsistent with that proposed in its Recovery Plan, SANDAG, in its sole discretion, may terminate this Agreement.

3. Subgrantee must submit quarterly reports and invoices to SANDAG, detailing accomplishments in the quarter, anticipated progress next quarter, pending issues and actions toward resolution, and status of the Project's budget, schedule, and Performance Measures using templates provided by SANDAG. The Quarterly Progress Report shall be submitted to SANDAG within 30 days after each period close, covering January 1 to March 31; April 1 to June 30; July 1 to September 30; and October 1 to December 31. Subgrantee will not be paid until all reports are completed and provided to SANDAG in the format and with the content SANDAG requires. Furthermore, the Subgrantee agrees to provide project milestone information (such as presentations to community groups, other agencies, and elected officials, groundbreakings, and ribbon-cuttings) to support media and communications efforts. Subgrantee needs to document and track in-kind contributions designated as matching funds as part of project management. Subgrantee must provide all deliverables identified in the Scope of Work in order to receive payment.

4. Press materials shall be provided to SANDAG staff before they are distributed. SANDAG logo(s) should be included in press materials and other project collateral based on logo usage guidelines to be provided by SANDAG. Subgrantee agrees to provide project milestone information to support media and communications efforts.

5. Subgrantee is responsible for the following photo documentation:

    - Existing conditions photos (as applicable), which should illustrate the current conditions of the project site and demonstrate the need for improved facilities

    - Project milestone photos (such as workshops, presentations to community groups, other agencies, and elected officials)

    - Photos should be high resolution (at least 4 inches by 6 inches with a minimum of 300 pixels per inch) and be accompanied by captions with project descriptions, dates, locations, and the names of those featured, if appropriate. Subgrantees must obtain consent of all persons featured in photos (or that of a parent or guardian of persons under the age of 18) by using the SANDAG Photo and Testimonial Release form to be provided by SANDAG, or a similar release form developed by Subgrantee and agreed upon by SANDAG.

C. Record Retention

During the course of the Project and for three years thereafter from the date of transmission of the final invoice, the Subgrantee agrees to maintain, intact and readily accessible, all communications, data, documents, reports, records, contracts, and supporting materials relating to the Project, as SANDAG may require. All communications and information provided to SANDAG become the property of SANDAG and public records, as such, may be subject to public review. Please see SANDAG's Board Policy No. 015: Records Management Policy, which is available at https://www.sandag.org/about/bylaws-and-policies, for information regarding the treatment of documents designated as confidential.

D. Meeting Records

Subgrantee shall provide SANDAG with agendas and meeting summaries for all community meetings. SANDAG staff may attend any meetings as appropriate.

E. Access to Records of Subgrantees and Subcontractors

The Subgrantee agrees to permit, and require its subcontractors to permit, SANDAG or its authorized representatives, upon request, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Subgrantee and its subcontractors pertaining to the Project.

X. PROJECT COMPLETION, AUDIT, SETTLEMENT, AND CLOSEOUT

A. Project Completion

Within 90 calendar days following Project completion or termination by SANDAG, or by April 30, 2026, whichever occurs first, the Subgrantee agrees to submit a final invoice of Project expenses and final reports, as applicable. All payments made to the Subgrantee shall be subject to review for compliance by SANDAG with the requirements of this Agreement and shall be subject to an audit upon completion of the Project.

B. Project Audit

The Subgrantee agrees to have financial, performance, and compliance audits performed as SANDAG may require. The Subgrantee agrees that Project closeout will not alter the Subgrantee's audit responsibilities. Audit costs are allowable Project costs.

C. Performance Audit

The Subgrantee agrees to cooperate with SANDAG regarding any performance audit performed on the Project.

D. Project Closeout

Project closeout occurs when SANDAG notifies the Subgrantee that SANDAG has closed the Project, and, if applicable, either forwards the final grant funding payment and or acknowledges that the Subgrantee has remitted the proper refund. The Subgrantee agrees that Project closeout by SANDAG does not invalidate any continuing requirements imposed by the Agreement or any unmet requirements outlined in a written notification from SANDAG.

XI. TIMELY PROGRESS AND RIGHT OF SANDAG TO TERMINATE

A. Subgrantee shall make diligent and timely progress toward completion of the Project within the timelines outlined in the Project Schedule.

B. In the event Subgrantee encounters or anticipates difficulty in meeting the Project Schedule, the Subgrantee shall immediately notify the HAP Program Manager in writing, and shall provide pertinent details, including the reason(s) for the delay in performance and the date by which Subgrantee expects to complete performance or delivery. This notification shall be informational in character only and receipt of it shall not be construed as a waiver by SANDAG of a project delivery schedule or date, or any rights or remedies provided by this Agreement, including Board Policy No. 035 requirements.

C. Subgrantee agrees that SANDAG, at its sole discretion, may suspend or terminate all or any part of the grant funding if the Subgrantee fails to make reasonable progress on the Project and/or violates the terms of the Agreement or Board Policy No. 035, or if SANDAG determines that the continuation of grant funding for the Project would not adequately serve the purpose of the laws or policies authorizing the Project.

D. In general, termination of grant funding for the Project will not invalidate obligations properly incurred by the Subgrantee before the termination date to the extent those obligations cannot be canceled. If, however, SANDAG determines that the Subgrantee has willfully misused grant funding by failing to make adequate progress or failing to comply with the terms of the Agreement, SANDAG reserves the right to require the Subgrantee to refund to SANDAG the entire amount of grant funding provided for the Project or any lesser amount as SANDAG may determine.

E. Expiration of any Project time period established in the Project Schedule will not automatically constitute an expiration or termination of the Agreement for the Project. However, Subgrantee must request, and SANDAG may agree to amend the Agreement in writing if the Project Schedule will not be met. An amendment to the Project Schedule may be made at SANDAG's discretion if Subgrantee's request is consistent with the provisions of Board Policy No. 035 and the REAP 2.0 requirements, including the expenditure deadline set by the state for the REAP 2.0 program.

XII. CIVIL RIGHTS

The Subgrantee agrees to comply with all applicable civil rights laws, regulations and policies and shall include the provisions of this section in each subagreement, lease, third-party contract or other legally binding document to perform work funded by this Agreement. Applicable civil rights laws, regulations and policies include, but are not limited to, the following:

A. Nondiscrimination

SANDAG implements its programs without regard to income level, disability, race, color, and national origin in compliance with the Americans with Disabilities Act and Title VI of the Civil Rights Act. Subgrantee shall prohibit discrimination on these grounds, notify the public of their rights under these laws, and utilize a process for addressing complaints of discrimination. Furthermore, Subgrantee shall make the procedures for filing a complaint available to members of the public and will keep a log of all such complaints. Subgrantee must notify SANDAG immediately if a complaint related to the Project or program funded by this grant is lodged. If Subgrantee receives a Title VI-related or ADA-related complaint, Subgrantee must notify SANDAG in writing within 72 hours of receiving the complaint so that SANDAG can determine whether it needs to carry out its own investigation.

B. Equal Employment Opportunity

During the performance of this Agreement, Subgrantee and all of its subcontractors, if any, shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, denial of pregnancy disability leave, veteran status, or sexual orientation. Subgrantee and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subgrantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code Section 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code Section 12990 (a-f), outlined in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by this reference and are made a part hereof as if set forth in full. Subgrantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with a collective bargaining or other Agreement.

XIII. DISPUTES AND VENUE

A. Choice of Law

This Agreement shall be interpreted under the laws of the State of California.

B. Dispute Resolution Process

If Subgrantee has a dispute with SANDAG during the performance of this Agreement, Subgrantee shall continue to perform unless SANDAG informs Subgrantee in writing to cease performance. The dispute resolution process for disputes arising under this Agreement shall be as follows:

1. Subgrantee shall submit a statement of the grounds for the dispute, including all pertinent dates, names of persons involved, and supporting documentation, to the HAP Program Manager. The HAP Program Manager and other appropriate SANDAG staff will review the documentation promptly and reply to Subgrantee within 20 calendar days. Upon receipt of an adverse decision by SANDAG, Subgrantee may submit a request for reconsideration to SANDAG's Chief Executive Officer or designee. The request for reconsideration must be received within ten calendar days from the postmark date of SANDAG's reply. The Chief Executive Officer or designee will respond in writing to the request for reconsideration within ten working days.

2. If Subgrantee is dissatisfied with the results following the exhaustion of the above dispute resolution procedures, Subgrantee shall make a written request to SANDAG for appeal to the SANDAG Regional Planning Committee. SANDAG shall respond to a request for mediation within 30 calendar days. The decision of the Regional Planning Committee shall be final.

C. Venue

If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, litigation and collection expenses, witness fees, and court costs as determined by the court.

XIV. ASSIGNMENT

Subgrantee shall not assign, sublet, or transfer (whether by assignment or novation) this Agreement or any rights under or interest in this Agreement.

XV. INDEMNIFICATION AND HOLD HARMLESS

A. Generally

With regard to any claim, protest, or litigation arising from or related to the Subgrantee's performance in connection with or incidental to the Project or this Agreement, Subgrantee agrees to defend, indemnify, protect, and hold SANDAG and its agents, officers, Board members, and employees harmless from and against any and all claims, including, but not limited to prevailing wage claims against the Project, asserted or established liability for damages or injuries to any person or property, including injury to the Subgrantee's or its subcontractors' employees, agents, or officers, which arise from or are connected with or are caused or claimed to be caused by the negligent, reckless, or willful acts or omissions of the Subgrantee and its subcontractors and their agents, officers, or employees, in performing the work or services herein, and all expenses of investigating and defending against same, including attorney fees and costs; provided, however, that the Subgrantee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of SANDAG, its Board of Directors, agents, officers, or employees.

B. Intellectual Property

Upon request by SANDAG, the Subgrantee agrees to indemnify, save, and hold harmless SANDAG and its Board of Directors, officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Subgrantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Subgrantee shall not be required to indemnify SANDAG for any liability caused solely by the wrongful acts of SANDAG employees or agents.

XVI. INDEPENDENT CONTRACTOR

A. Status of Subgrantee

Subgrantee shall perform the services provided for within this Agreement as an independent contractor, not an employee of SANDAG. Subgrantee shall be under the control of SANDAG as to the result to be accomplished and not the means and shall consult with SANDAG as provided for in the Scope of Work. The payments made to Subgrantee under this Agreement shall be the full compensation to which Subgrantee is entitled. SANDAG shall not make any federal or state tax withholdings on behalf of Subgrantee. SANDAG shall not be required to pay any workers' compensation insurance on behalf of Subgrantee. Subgrantee agrees to indemnify SANDAG for any tax, retirement contribution, social security, overtime payment, or workers' compensation payment which SANDAG may be required to make on behalf of Subgrantee or any employee of Subgrantee for work done under this Agreement.

B. Actions on Behalf of SANDAG

Except as SANDAG may specify in writing, Subgrantee shall have no authority, express or implied, to act on behalf of SANDAG in any capacity whatsoever, as an agent or otherwise. Subgrantee shall have no authority, express or implied, to bind SANDAG or its members, agents, or employees to any obligation whatsoever unless expressly provided for in this Agreement.

XVII. SEVERABILITY AND INTEGRATION

If any provision of the Agreement is determined invalid, the remainder of that Agreement shall not be affected if that remainder continues to conform to the requirements of applicable laws or regulations.

This Agreement, with its attachments and the resolution from Subgrantee's governing body submitted with its application, represents the entire understanding of SANDAG and Subgrantee regarding those matters. No prior oral or written understanding shall be of any force or effect concerning those matters covered herein. This Agreement may not be modified or altered except in writing, signed by SANDAG and the Subgrantee.

XVIII. SIGNATURES

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last signature date below.

SAN DIEGO ASSOCIATION OF GOVERNMENTS

Susan Huntington 06/12/2024

SUSAN HUNTINGTON
Director of Financial Planning, Budgets, and Grants

CITY OF SAN DIEGO

06/12/2024

CASEY SMITH
Deputy Chief Operating Officer

APPROVED AS TO FORM:

06/12/2024

Office of General Counsel

ATTACHMENT A
SCOPE OF WORK AND PROJECT BUDGET

See following page.

Scope of Work and Budget

Applicant Name: City of San Diego

Project Title: Mid-City Communities Plan Update

Part I: Project Overview

Project Location: The study area covers the Mid-City Communities in the City of San Diego, including Normal Heights, Kensington-Talmadge, City Heights, and Eastern Area and major east-west and north-south corridors that provide transit connections within communities and the City. Most of this area is within a half-mile of an existing or planned major transit stop and included in the plans for Next Gen Rapid and Commuter Rail.

Brief Project Summary: The project aims to deliver a new land use plan that increases opportunities for infill development in transit-rich communities of Mid-City San Diego. Our focus is on promoting fair housing, expanding capacities for new homes in mobility hubs, and fostering a healthier, more sustainable community through robust public engagement with the support of community-based organizations.

Part II: Scope of Work and Budget

Task No.	Task Description	Outcome/Output	Deliverables	HAP Grant Amount	Matching Funds Amount	Total Project Cost
1	Project Management	Task Orders, project status meetings, meeting agendas/minutes, status reports/invoices, interagency coordination	Draft Task Orders and Final Task Orders	$ 75,000.00	$ 12,500.00	$ 87,500.00
2	Public Engagement	Over a dozen Community Conversations and public forums (pop-up, focus group, stakeholder interviews, youth engagement activities, Mid-City working group, workshops, and open office hours)	Engagement Summary Report	$ 100,000.00	$ 25,000.00	$ 125,000.00
3	Technical Studies	Preparation of key technical studies related to land use, urban design, economic, historic & cultural resources, public spaces, and mobility,	Technical Studies	$ 300,000.00	$ 25,000.00	$ 325,000.00
4	Land Use Options	A First Draft of Land Use Options and Alternatives to inform the First Draft Community Plan	Options and Alternatives Report	$ 100,000.00	$ 13,000.00	$ 113,000.00
5	First Draft Community Plan	A Draft Community Plan	First Draft Community Plan	$ 60,000.00	$ 12,000.00	$ 72,000.00
6	Proposed Zoning	A Proposed Zoning Map to Implement the updated Community Plan	Draft Zoning Map	$ 15,000.00	$ 12,500.00	$ 27,500.00
			TOTAL PROJECT COST:	**$ 650,000.00**	**$ 100,000.00**	**$ 750,000.00**

Part III: Summary of Funding

Total Project Cost:	$	750,000.00	
Total Grant Request:	$	650,000.00	
Total Matching Funds:	$	100,000.00	In Kind

Grant Percentage:	86.67%
Matching Funds Percentage:	13.33%

ATTACHMENT B
PROJECT SCHEDULE

See following page.

Project Schedule

Applicant Name: City of San Diego

Project Title: Mid-City Communities Plan Update

Part II: Project Schedule

Task No.	Task Description	Start Date	End Date	Duration
1	Issue Task Order for Consultant Team	1	17	17
2	Public Outreach	3	17	14
3	Technical Studies	3	17	14
4	Land Use Options	1	17	17
5	First Draft Community Plan	11	17	6
6	Proposed Zoning	13	17	4
	Total Project Duration (In Months from NTP):			**17**

Note: This page starts the Attachment C that contains unreadable text. A clean readable version of this Attachment C is provided at the end of this doucment.

ATTACHMENT C
PASS-THROUGH PROVISIONS FROM REAP AGREEMENT

The following pages are labeled as REAP2 Terms and Conditions and are copies of Exhibit D to SANDAG's Agreement with HCD (HCD Agreement). The HCD Agreement requires compliance with the Local Government Planning Support Grant Program (Health & Safety Code §50515.06 et seq.) The REAP Terms and Conditions refer to SANDAG as Grantee. Section 9B of the document requires that if SANDAG enters into any contracts with subrecipients such as Subgrantee as a result of the HCD Agreement, such contract must contain all the provisions in the HCD Agreement.

EXHIBIT D - REAP'2 TERMS AND CONDITIIONS

1. . Accountinn and Records

A. The Grantee, its empbyees, contractors, and s1.1bcontractors shall estalll'islli a:nd maintain an acw1.111ting system and reports tllat pfQperly accumullate incurreclpiqect costs tJy line. Tl'le accounting system shalll confmrn to Generally Accepted Accoo11ting Plincipl:es (GAA!P}, en.ml:e the determination ofi incurred coots at i11tel"im p·onts ofi compl:e1!ion, and!pmvide support for payme11rt vo1.1ch.ei-sam:i i11voi:ces. Grantees may establish and maintain an accounting system and reports, as d'.esclibed above, on beilalf of contractors and subcontractors.

B. The Grantee must establish a separate ledger account for receipts and e)(!penditures ofi grant fundlsand maintain expenditure details·n accordance with the budget a11d timeUne. Separate bank acwu11rts are not required. As appRIJ)liate, Grant ses must estalllisil s9iparate ledgers for State General runds and other fum:ls associated with proposed uses 110 provid'.ed by 1he REti;P 2.0 Prngram.

C. The Grantee shall maintain documentation ofi its normal prno1.1rement poUcy and competitive bid process (includ!ing th.e use of sole source purchasing}, aml financial records of e)(!penditures incurred duling1he course of tll.e piqect in accordance with GAAP.

☐. The Grantee agrees 1hat the Department or designated representative shall have the light to,review a:nd to copy a11ry records and supporting d:Oc11me11tation pertaining to the pertormance of tile Agreemenl

E. The Grantee agrses lo maintain such records for a possible aud'it after tile final payment for at 1:east five years aliter all funds have been expend'.ed or returned to the stare unless a longer period of records retention is stipulated. Wherever practi:cable, such rec,ords should lle oollect.ed, transmitted, and stored in open and macllline-readabl.e formats.

F. Co11rtractors and suboo11rtraotors employed by the Grantee and paid with moneys. under tile terms ofi lhis Agreement sll.:illlbe responsible for mai11rt·11ing accou11rting records as specified aoove.

2. Invoicing

A. Grant funds cannot be disllursed 11ntill117.e Agrsement has been full¥ exec1.1ted.

B. The Grantee wi11be respolilisible for compiling and sullmitting alllinvoioes and reiPorting doc11me11ts.

C. The Grantee must bill the Department bs'lsed 0111 cl'.ear deliverables outlined in the Agreeme11rt m b1.1dget limerne. Generally, approved a11d el'igillle costs inru1red for work after execution of lhe Agreement and completed duling the grant term wmlle reimllui-sable. How:ever. elig"ble activities conducted plior to award willlbe

raimbtusable to Jufy 1, 2021. Approved and eligible costs incurred **prior** to July 11, 2021, are irnel'igi11'.e.

☐. Gra11tees w o received advance runds sllall expend all such funds or demonstrate su'bstantiallprogress prim to requesting additional aclvanced fu11ding by submitting an updated projeot timeline and bud'.get, inoluding e pendiitme piugrass for their eligible projects from the appl'icaticm andlany suppomng documentation.

E. PKljectnvoices may lle submitted to the Department by lhe Grantee on a quarterly basis or upon completion of a del'iverable, subject to the Departme11t's ap;p10vall.

F. The Oepartrment m.,iy consider advance payments or alitennatirve arrangernents to raimbtusement.and payment methods llasedlon demonstrated need. The Department may oonsider factors suah as availabl'.e rund!sror eligible aotivities. Su1allocatio111s mwt request funds i11i1ncrements, schedule for aclvanoe payments or otller fom1 app10vedl by the Department, and report piugress accordiing lo a111 impl'.ementalion and expendiiture timetable.

G. Supporting doomnentation may incl'ud'.e, but is not limited to, purcllase orders, reoeipts, progress payments, su'bcan1ractor invoices, omecard!s, reports, or any other d'.ocument.ationias deemed neoessruy by the Department to support the raimbursement.to the Grantee for exipendiitures incurred.

hi. Invoices must lm acoo11 panied by supporting docume11tation wll.ere appropriate. **Invoices** without supporting documentation **will** not lle paid. The Departme11t may wil!hll.old 1up **to** 10 percent of the grant 1un,ti'l grant terms have lleen fulfilled!·,ndm::ling all required!reporting.

3. Audits

A. At any time during tile term of tile Agreement, tile Department may perform **or** cause to lle performed a financial audiit of any and alllphases of lhe award. At the Department's request, tile Grantee shalll provide, at its ow,n expenoo, a financial audit prepared l)y a certified publf:c aa:ountant. The Depamne11t 11.is !he ligh,t to review p10ject documents and conduot aud ts duri11g pKljeot impl'.ementation and over the proj,ect life.

B. The Grantee agrees lhat lhe Departrment or tile Oepartmenfs designee shall have the rigll,t to reviei.v, olltafn, and oopy all racorn:s and sup;portfng d'.ocumentatio111 pertaining to performance of this Agreement.

C. The Grantee agrees to provide the Departme11t. or the Departrment's designee, vmh any rel'.evant intorma1!ion requested.

☐. The Grantee agrees to permit the Department or tll.e Oei,Partmenfs d'.esignee aooess to its premises, upon reason.;ible notice, duiing normal!business hours for the purpose minterviewing empl'.oyees who might reasonably have i11formation ralated to su:oh records and inspeoling and copying suclli books, racords, aa:ounts, and o her

material that may be rel:evant to a matter lllnder in1'estigatiorn1for the puipose of d'.etem1ining compl'iarnce with sta Llles, REAP 2.0 G'l.lid'.el'ines, and the Agreement.

E. The □eparbnent may request additional inforrnati.olill, a,s needed, to meet o her a;ppJicabl:e audit requirements_

F. The □eparlment may monitor exipenditures and activities of ai Grantee or its d'esignees, contraotors or subcontractors, a,s the Oeil)artment deems necessary, to ensure compliance with REAP raquirements..

G. Grantees using fed:eral or state transportation planning 1iunds administered through the Overall Worik. ProgramOWP} silall dearty identify tile source of fimds.

f-1. If there are audit findings, tile Grant.ee must submit a detailed response aa::9ip!able to !he Department for each aud'it finding wilhin '90 days fmm the date oflhe aud'it finding report.

I. The Grantee agrees to maintain suoh records for possible aud'it after til.e final payment for at 1:eaist live years affer all funds have tJeen expended or returned to the state unless a long.er period of records retention is stipulated. Wherever practi:ca Jle, suoh records silould be oollected, transmitl.ed, and stored in open and maciline-readabl:e formats.

J_ If any li:tigationi, claim, negotiation, audit, monitoring, inspectiolill, or other action ilas !Jeen started before tll.e expiration of the requirad record retention period, alll racoms must be retained l)Y the Grantee and i:ts d'.esignees, cm1traotors, and sub-contractors until compl:eticm of til.e action and reso utio11o1f alllissues which arise fmm i:t. In any contract !hat it enters into in a11a1mount exceeding $110,000, the Grantee shall include the Department's right to aud'it til.e cm1tractol"s records and irn,ter!Jiew !heir empl:oyees.

K. The Grantee shall comply wil!h and be aware of !he raquirements and penalties for viol!ations of fraud and for obstruction of in,'i'estigation a,s set forth in California Publi:c Contracts Cod'.e Section 10115.10.

4. Remedies omd Non-pe:rtorm11nce

A. Any dispute ooncerning a question of ract al'ising under this Agreement tilat is not disposed of by agreement shalllbe decid'.ed by tll.e D9ipartment's Housing Policy Develo;pment Manager, or the M!anager's d'.esignee, who may consid'.er any wlitten or verbal evidence submiitted by !he Grantee. The d'.eciisian of til.e Of:ipartment's Housing Policy □evel:opment Manager or Designee shalll be the Department's final d'.ecision regarding **the** dl pute, not subj,eol to appeal.

B. Neiitll.er !he pend'.ency of a di pute **nor** its ccmsid'.eratiorn1by tile 09ipartment willl exouse the Grantee from fu llland timely pertorm,moe **in** accord1:moe wiitlilithe tem1s of **this** Agreement.

RegionalEarty **Action** Planning Grants of 2021 (REA.P 2.0)
NOFA Date: Ju'ly 18, 2022
AppKlved Date: November **10,** 2022
Prep_ Oat.e: Deoember 14, 2022

C. In the event 11hat it is de.tem1ined, at1he sol'.e disoretion of tile Department, that tll.e Gra11tee is not meeting tll.e terms and com:Mi011s o.f1he Agraement, imrned atelyupon reoeirving a written noti:oefrom the Department to stop 1NOlt, the Grantee sllall oeaw all W'Olk under the Agraement. The □epartment has1he sole disore.tion to determine that llle Grantee meets lhe terms and conditions atter a stop 1;WO1;: order, and to d'.eliver aINlitlen m:mceto the Gra11tee to resume worik. und'.er the Agreeme11t

□. The □e;partrllent has11he right to tem1inate tlle Agreement at any time upon 30 days written notice. The 11otice shall specify the reason for early termination and may permit the Grantee or tll.e Department to rectify any deficiency(ies),pl"ior to tile earty tem1ination date. The Grantee will submit any rrequested d'.ornments to 11he Departmentwith·n 30 dlays of the eartyte1mi11atio111notioe.

E. The appli:ca11,t must demonstrate a clear and sig11ificantne)i)USto REAP 2.0 Program goals and objectives and must carry ol.11:provisions to mee.t th.e Prngram g:oals and objectives andother rrequirements, inoluding, but not limited to, adoptionm compl'.e.tion of activities towarrl Poli:cyOurtcomes and impl'.ementation ofi el'igi lie use aciirvilies funded through a suballocation prooess. Arr, llack of action m aotion inconsistent withREAP 2.0 rrequirements may reslllitin review and could be subj,ect to repayment of the grant

F. At any time, if1he □eparlment finds1he Grantee inoludedlraise·nfom1ati1::min the advance or finallapplication or as part of the application review, the □epartment may rrequire llle repayment of funds.

G. Gra11tees are responsible for suballocations mee-ting all REAP 2.0 reciuireme11ts.

hi. Exarnpl'.es ma braachroftllis A.graement:

1. Grantee's failure to oon ply withany term **or** oondiition of this Agreement.

2. Use of, m pem1iitling theuse of, grant runds provided under this Agreement for any ineligible cos-ts **or** for any actii!Jitynot specified and ,1pproved under11his Agreement.

3. Airy failure to oomply with tll.e deadlines set for11ihn tllis Agreement mi less approved by tll.e Program Manager in wriiting.

I. The □epartrllent may, as it deems ap;pro;priate or necessary, require the repayment of funds from **a** Gra11tee, or pursue any other remed es available to iitby lav.rfor failure to comply with all REAP 2.0 Program requirements.

J. **In** ad'.dition **to** any **other** remedies that may be availlalie to tile Department i111law **or** equity for breaoh of this Agreeme11,t, tile Departmen,t may at its discretion, exercise a variety of remedies, inoluding but not limiited to:

1. Revoke existing REAP 2.0 award'(s),to tll.e Grantee;

2. Require the ra um of une pern::led REAP 2.O fundls d sbursed urn::ler tl'1is Agreement;

3. Require repayment of REAP 2.0 Funds disbursed and expended under tllis Agreement;

4. Seek a oomt order for specific performance oHhe obligation defaulted upon, or !he appointment of a receiver to complete !he oMigations in aooord!anoo wiitlilitlil.e REAP2.0 Program requirements.; and

5. Otl'ler remedi.es avail!able at law, l)y and through this Agreement. Alli remedies avail!able lo tile Department are oumu1atiwe and not exolusive.

6. The Department maiy g·ve W'litten rn:mce to tll.e Grantee to oure tl'le breach or viola.ti.on within a period of not less tll<im 15 days.

K. The Grantee may be su 1ject to amendment of !his seotion as a result of subsiequent applications and awards.

5. Reporti11g1

A. At any lime during tll.e term of tile Agreement, tile Department maiy request a perfom1a:nce report that demonstrates salisfaction of all requirements id'.entified·n tile Agreement wi'1!h emphasis on eligible activiiti.es, eligibl'.e uses, and e pendiitures aooord"ing to timel"ines and budgets referenced in the Agreement.

B. Grantees sllall submit a report, in !he fom1 and manner prescribed by tll.e Department, to lm mad·e publicly availalll'.e on its wellsite, lly April 1 of the year following the receipt of1hose funds, and annually thereafter until tllose funds are e:xipended, tll.at contains the fo||'.owing information:

1. The status of ttle Piroposed LJses and expendirures listed in the Grantee's ad\ranoe and fulll applicalions for fund"ing and pl'Ogress of each Proposed LJse toward all the objootives of the REAP 2.0 program as provided in the Guid'el"ines and explained in the applications.

2. An e:xiplanatio111a:nd quantification, where appropriate, o.fthe progress achi.eved toward all o1i the objeotives o.f the REA.P 2.0 program, barriers and solutions for each Proposed Use Ulm is consistent with and incorporates the metrics in th.e fulll ap;pl"ication, inoluding, but not limited to
   i. Housing unHs acceleratedl,
   ii. Reductions in Vehide Miles Traveled Per Capita,
   iii_ Location of investment,
   iv. Socioeconomic statistics about tile impacted geograpl11y, a:nd
   v. Reg·onal impaot expl011alion

   The re;port must identify whether Pio;pooed Uses ovel1ap with other programs lhm share the same objootives as RIEAP 2.Cl The Grantee sllmJ'ld so identify

.my meas1.1rement chall:engeshat persist and higilligil,t a!lry adminiiStrative barriers that prevent it from o ltaining the information it needs ID perfom1 !Jetter arn:iliysis mprogress made achieving REAP 2.0 Objectives a!ld make adjustments to tile extent poss1 Jl'e in subse{luent f"e\porting years..

3. All status a!ld impact reports shalllbe categorized based onrtile eligi:,Je uses specified in Seotion 50515.08 of til.e statl.lte.

C. Gr.mtees shall post, make availa ll'.e, and upd!ate, as appro;pliate cmits internet website, land use maps and Vehicle Miles Traveled generation maps produced in lhe d'evelopme!lt of its adopted SGS, as applica ll'.e.

□. Gr.mtees shall oollaborate and share progress, templates, and best praotices **wilh** lhe Departrllent and tellow reoipielTTts·n implementation oHunds. To til.e greatest extent practicable, Gr.mtees shalll oomrdl!late with olher Bligible ElTTtities in llle d'.evelopme!lt of appl'ications, consider potenti.:illfor j:o·!lt actii!Jilies, and seek ID wmd'inate hl1ms·ng and lr.msporlation planning acKliSS regions.

E. Upon completion of alldeliverables **within** lhe Agreement, lhe Grantee shall sulmiit a dose ol.lt report **in a** ma:nlTTer and form prescribed by tile Department.

1. Grantee may include a lilTTe item for advance payment or reimbursement, as part m its adminisltrative oosls, for iits filTT.il report that is d.ue by June 30, 2026. Funding requests forfilTTallreports mus! lm sulm1itl.oo no later Ulan M!arrch 31, 2026.

6. Ind'emnificaflion

Neither ttl.e Department mn any omoer, employee or designee thereof is responsilll'.e for any inj,1.1ry, damage **or** liabil'ity occurring by reason of anylhilTTg d'.cme or omitted by the Grantee, its officers, employees, agelTTts, its oontraotors, its su'l)-recipients or its s1.11loontract.ors under or in conneotion ·lh any work, authority or jurisdiotion oonferred upon the Grantee under lhis Agreement, Guidelines or staMe. Il is U!lderstood and agreed that lhe Grantee shall full(Ydefend, ind'.em!lify and save harmless lhe Departme!lt and all m til.e Oepartmenfs staff from all olaims, s1.1its **or** aotions of every name,ind and desoriplion brought forth und'.er, inoludlng, **but** not limiitoolD, tonuous, oontraorual, inverse oondemlTTation or other tileories or assertions m liabil'ity occurring lly reason of anylhing do!le **or** omitted to be done by lhe Grantee, its offi:oers, employees, agents, contractors, s1.1lHecipients, or s1.1 loontraolors under ttlis Agrsemen Guidel"nes or statute.

7. Waivers

No waiver of any breaoh of this Agreement shalll be held ID lle a waiver of any prim or s1.11lseq11:ent breaoh. The failure of lhe OeiPartment to enforce at any time the provisions of til is Agreement, or to require at any time, pertorma nce by1!he Grantee of tilese provisions, shall in no way lle oonstrued ID lle a waiver m s1.1oh provisions nor ID affect. lhe val'id'ity of tilis Agreement orhe l"igilito fl'n e Depailment to enforce lhese provisions.

8. Relationship of Parliies

It is expressly u11derstooo tilal this Agreeme11t is an agraement exeollled by and between 1:JNo indepe11dent g:ovemmentallentiti.es and is not intended to, and sh.ill not lm constru:ed to, create lhe relationship of agent, servant, employee, partnership, joint venture or assooiation, m any other relatio11ship wh.itsoever other than that of an i11depend'ent party_

9. Third Party Contracts

A. All state-govennment funded procurements must be conducted iusi11g a fair andl competitiilie procurement pnmess. Ttle Grantee may use its 01;1.m p10Curerment procedures as long as tile plODedmes comply wiith alllCityfCmmty l ws. rules a:nd ordill!anoes g0i1iern1ing p10CUrerme11t, and all applicable provisions mCalifonni.i state l w.

B. An,y contract entered i11to as a result of tilis Agreement sllalll contain all the proiliisions stipu'lated i11t1ilis Agreement and shall be applicable to the Grantee's sub-reoipients, contractors, and subcontractors. Copies of all agreements with sub-reoipients, contractors, and subcontractors sh.ill l)e suim1iitted to tll.e Department's program ma11ag:er.

C. The Oepartment does not have a contractu relationship with the Grantee's sub-reoipients, contractors, or subcontractors, and the Grantee shall be fili'lly responsible for monitoring and ent:oroement of those agraements.andlall work pelfcnmect thereunder.

10. Comoili nce wiU11 State aml Federal La ws, Ru'les, Guidelines and Re-nulations

A. The Grantee agraes to comply with all state a11d fed'.eral laviJS, rn es and regulations that pertain to constru:ction, health and sat:ety, lru}or. fair empl'.oyment practices, squat opportuniity. and all other m.itters appl'icable to the grant, the Grantee, iits contractors or suboontraotors, and any other grant actirvity.

B. During lhe perfmm.inoe of tllis Agreement, tll.e Grantee assures that no othe 1ise qualified perso111 shall be exdudoo from participation or empl'.oyment, d'.enied program benefits, or be subjected to discnminatio11based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic·nfom1atio111, age, d1sallility, h.indicap, familial sta us, rel'igio111, or ttelief, under any program or aotiviity funded by !his contract, as req,ufred by Title VI of tll.e Civil Rights Act.o1f 1964, the Fair hlousing Ao! {42 USG 3601-20) and alll implementing reg1.1l tions, and U1.e Age Discrimi110tion Act of 1975 and alll irnplementi11g regulations.

C. The Grantee shall include llle 11ondisoriminatio11and compl'i.mce provisions of ttlis cl'awe in all agreements witllrits sulHeoipients, contractors, and subco11tractors, and sillall inolude a requirement in all agreements that eacillrof thermi11t1um inolude the nondiscnmi11alion and complianoe piovisio11s of this olause in all 0011rtracts and subcontracts !hey ente·rnto to perform wnrik. und'.er the REAP 2.0 Program.

D. The Grantee shal , in the course of pelform·ng project W'Or1\, fu 1¥ comply wim the applicalJl:e piovisions otillle .A.rnelicans with Disabil'ities Act (ADA) o.f 1990, which prollibiits disclimination 0111the basis of disabi1iity, as welll as alllappli:cable ragu'lations and g1.1id'.elines issued p1.1rsuant to the ADA. (42 U.S.C. 12101 et seq.}

E. The Grantee shal ad'.opt and implement affirmative prnresses and prnred1.1res that provide·nformatii::m, 01.1treaoh and piomotion of opportunities in the REAP proj,ed to enco1.1rage participation mall persons regardl:ess of race, color, nationall'oligin, sex, ralig·on, rammallstatu;s, or dis Jility. This indudes, b1.1t is notlimited to, a minority 01.1treaoh piogram to ens1.1re ttie incl1.1sion, to,tile maooimum exient possible, of minorities and W'Omel1,and enMi.es mvined by m·norities and W'Omen, as req,1.1ired by 24 GRR 92.351.

Lifligaflion

A. If alilly provision m this Agreement, man underlying obligation, is held invalid by a w1.11t of competent jurisdic1ion, s1.1cll invalidity, at tll.e sol:e disoretion of the Department, shall no affeeit any otller provisions of this Agraement and tl'le rema·nder offilisA.graement shall rem.,iin in full force and effeot. Therefme, the provisions of this Agreement are, and sll.,illl be, deemed severable.

B. The Grantee shal notify tile DeiParlment immediatelly of any claim m l:egal action undertaken by m against it , **vuhi:ch**affects m may affect this Agreement **or** the Department, and shalltake s1.1ch aotion with respeot to the olaim or legal action consistent with the terms of tllis Agreement and Ille interests of the Department.

Chang·es in TennslAmend1nents

A. The Grantee may be s1.1bject to amendmerns to,this seotic:mas a result **of** s1.1bseq1.1ent applications and awards.

B. This Agreement may only lJe amended or modified by m1.1t1.1al wmten agreement of both parties.

13. State·0Wned Data

A. Definitions

1.. Wor1\:

The w-ork to be direct!¥ or indirectly prod'1.1ced by tile Grantee, its employees, or by and of the Grantee's contractor's, s1.1 Jcontractor's and/or s1.1b-recipienfs employees und:er this Agreement.

2. Wor1\Product:

Alli del1verables created or produced frnm Worik.under this Agreement fncludingi, lmt not l'imiitoo to, all Worik. and d'.el'ivera Jles 0011,oei1ved or made or, hereafter

colilceivedl or made, either solely or j:oi11tlty with others d.uri11g tile term of !his Agreement and d11rililg a period of siocmonths after tile term·11a1Jicm thereof, wl'lich rel'ates to ttle Worik. commissioneo or performed under this Agreement, are colilsid.eroo Worik. P,roduot. Worik. PIOduot i11dudes all deliverables, inventions, innovations, in provements, or other ,..mrks of authorship Grantee arn:1/m Gr,mtee's co11traotm suoco11,tractor all(:1/or sub-reoipient may conceive of or d'.evelop in the course of tllis Agreement, wllelher or no they are eligible for pate11t, oopynght, !radernal'k, !rad'e secret **or** other legall protection.

B. Sharillg of Work Pmiduct and Rigll,ts

AlliWorik. Prnduot sllall be shared **with** !he Department and its parlnern for various pmpooes, includ'ing education, mitreach, transparency and ru um 1:eanni11g_

14. Spedal Condilions

Tile State reserves the li,ght to ad'd any special conditions to !his Agreement it deems necessary to assure tll0t the policy and goals of tile Program are achieved!.

ATTACHMENT D
PERFORMANCE MEASURES

Grantee must provide sufficient evidence that demonstrates the use of grant funding meets all REAP 2.0 goals and objectives. Grantee agrees to the performance measures included on the next page for the Project.

`

Housing Acceleration Program (HAP) Performance Measures Reporting

Grantee: City of San Diego

Project: Mid-City Communities Plan Update

Part A – Status of Activities

The table below lists the grant program/project's Performance Measures as selected by the grantee and outlined in the grant agreement. This table intends to monitor and assess the benefits achieved by the project for the reporting period. In each quarterly progress report, the grantee is required to provide updates on "Output Indicators" and "Outcome Indicators" for each Performance Measure.

Performance Measure	Related REAP 2.0 Category	Quantifiable Measurements or Metrics[1]	Desired Outcome	Baseline Year (2023)[2]	Output Indicators[3]	Outcome Indicators[4]
Increasing land use intensities	Accelerating infill development that facilitates housing supply, choice and affordability	Number of new homes above baseline as determined by proposed land use updates	To be determined, estimated 20,000 additional homes	52,453 Homes	Planned Land Use Map	Create opportunity for more homes.
Zoning, streamlined housing production (including permit streamlining), fees, incentives, and other approaches to increase housing choices and affordability	Affirmatively Furthering Fair Housing (AFFH)	Number of acres Rezoned to citywide zones	Replace the planned district ordinance with citywide zones that allow for more housing choices.	685 acres zoned within the Central Urbanized Planned District	Proposed Rezone Map	Streamline housing production and encourage job growth.

[1] - The quantifiable measurements or metrics will be used to assess the project's effectiveness in meeting the anticipated REAP goal/objective.

[2] -The baseline year will be calendar year 2023 and the final project calendar year will be 2025; data will analyze project benefits for to inform the Final Progress Report.

[3] - Output indicators are a type of performance indicator that measures the immediate activities, products (including capital investments), or deliverables that result from a program or project.

[4] - Outcome Indicators are the benefits that a project delivers during this reporting period. They measure the broader changes or benefits that result from the program or project.

Performance Measure	Related REAP 2.0 Category	Quantifiable Measurements or Metrics[1]	Desired Outcome	Baseline Year (2023)[2]	Output Indicators[3]	Outcome Indicators[4]
New or enhanced public services and community assets such as parks, schools, social service programs, active transportation, infrastructure, and other community amenities	Affirmatively Furthering Fair Housing (AFFH)	Number of new Recreation Value Points above baseline (existing value count)	To be determined, estimated additional 5,000 points	7,020 recreation value points	Existing and Planned Parks and Recreation Facilities Inventory	Create opportunity for new public spaces.
Estimates for Planned VMT per capita and VMT per employee reductions	Reducing Vehicle Miles Traveled	VMT Per Capita (Residents) VMT Per Employee below baseline	To be determined, estimated 10% reduction	14.7 (resident) (2016) 13.8 (employee) (2016)	Mobility Analysis, ABM model outputs	Reduce driving distances and encourage active transportation.
New pedestrian or bicycle pathways	Reducing Vehicle Miles Traveled	Number of new planned miles of bicycle facilities above baseline	To be determined, estimated 90% increase in Class I, II, IV, and Bike Boulevard bicycle facilities	Existing Total= 34 miles Total Class I, II, IV, Bike Blvd=19.2 mi Class I – 1.62 miles Class II – 16.4 miles Class III – 14.8 miles Class IV – 0.09 mile Bike Boulevard – 0 (included under Class II if also have bike lanes)	Planned Bicycle Network	Encourage active transportation.

Note: The Mid-City Communities Plan Update is in the first phase of its preparation and these metrics are an estimate of what the potential outcome may be. The metric number is based on the existing condition today, within the Community, not the current community plan full buildout. Further extensive engagement is required with the community before a draft plan will become available with variations of these potential metrics.

SANDAG - Signature Request for Contract 6000329 Mid-City CPU Housing Acceleration

Final Audit Report 2024-12-06

Created:	2024-12-06
By:	Briana Alvarez (Briana.Alvarez@sandag.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAiX2NOAMqo-zyQ19p52CGe_-NzDOH5Eqp

"SANDAG - Signature Request for Contract 6000329 Mid-City C PU Housing Acceleration" History

Document created by Briana Alvarez (Briana.Alvarez@sandag.org)
2024-12-06 - 0:50:35 AM GMT

Document emailed to Casey Smith (cdsmith@sandiego.gov) for signature
2024-12-06 - 0:50:43 AM GMT

Email viewed by Casey Smith (cdsmith@sandiego.gov)
2024-12-06 - 6:26:41 PM GMT

Document e-signed by Casey Smith (cdsmith@sandiego.gov)
Signature Date: 2024-12-06 - 6:27:32 PM GMT - Time Source: server

Document emailed to Susan Huntington (susan.huntington@sandag.org) for signature
2024-12-06 - 6:27:34 PM GMT

Email viewed by Susan Huntington (susan.huntington@sandag.org)
2024-12-06 - 6:37:17 PM GMT

Document e-signed by Susan Huntington (susan.huntington@sandag.org)
Signature Date: 2024-12-06 - 6:37:38 PM GMT - Time Source: server

Document emailed to Samantha Foulke (samantha.foulke@sandag.org) for signature
2024-12-06 - 6:37:40 PM GMT

Email viewed by Samantha Foulke (samantha.foulke@sandag.org)
2024-12-06 - 6:52:41 PM GMT

Document e-signed by Samantha Foulke (samantha.foulke@sandag.org)
Signature Date: 2024-12-06 - 6:53:25 PM GMT - Time Source: server

Adobe Acrobat Sign

Agreement completed.

2024-12-06 - 6:53:25 PM GMT

Adobe Acrobat Sign

This page starts the clean readable Attachment C referenced at the start of this document.

ATTACHMENT C
PASS-THROUGH PROVISIONS FROM REAP AGREEMENT

The following pages are labeled as REAP2 Terms and Conditions and are copies of Exhibit D to SANDAG's Agreement with HCD (HCD Agreement). The HCD Agreement requires compliance with the Local Government Planning Support Grant Program (Health & Safety Code §50515.06 et seq.) The REAP Terms and Conditions refer to SANDAG as Grantee. Section 9B of the document requires that if SANDAG enters into any contracts with subrecipients such as Subgrantee as a result of the HCD Agreement, such contract must contain all the provisions in the HCD Agreement.

EXHIBIT D - REAP2 TERMS AND CONDITIONS

1. **Accounting and Records**

   A. The Grantee, its employees, contractors, and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for payment vouchers and invoices. Grantees may establish and maintain an accounting system and reports, as described above, on behalf of contractors and subcontractors.

   B. The Grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the budget and timeline. Separate bank accounts are not required. As appropriate, Grantees must establish separate ledgers for State General funds and other funds associated with proposed uses not provided by the REAP 2.0 Program.

   C. The Grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.

   D. The Grantee agrees that the Department or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement.

   E. The Grantee agrees to maintain such records for a possible audit after the final payment for at least five years after all funds have been expended or returned to the State unless a longer period of records retention is stipulated. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

   F. Contractors and subcontractors employed by the Grantee and paid with moneys under the terms of this Agreement shall be responsible for maintaining accounting records as specified above.

2. **Invoicing**

   A. Grant funds cannot be disbursed until the Agreement has been fully executed.

   B. The Grantee will be responsible for compiling and submitting all invoices and reporting documents.

   C. The Grantee must bill the Department based on clear deliverables outlined in the Agreement or budget timeline. Generally, approved and eligible costs incurred for work after execution of the Agreement and completed during the grant term will be reimbursable. However, eligible activities conducted prior to award will be

reimbursable to July 1, 2021. Approved and eligible costs incurred prior to July 1, 2021, are ineligible.

D. Grantees who received advance funds shall expend all such funds or demonstrate substantial progress prior to requesting additional advanced funding by submitting an updated project timeline and budget, including expenditure progress for their eligible projects from the application and any supporting documentation.

E. Project invoices may be submitted to the Department by the Grantee on a quarterly basis or upon completion of a deliverable, subject to the Department's approval.

F. The Department may consider advance payments or alternative arrangements to reimbursement and payment methods based on demonstrated need. The Department may consider factors such as available funds for eligible activities. Suballocations must request funds in increments, schedule for advance payments or other form approved by the Department, and report progress according to an implementation and expenditure timetable.

G. Supporting documentation may include, but is not limited to, purchase orders, receipts, progress payments, subcontractor invoices, timecards, reports, or any other documentation as deemed necessary by the Department to support the reimbursement to the Grantee for expenditures incurred.

H. Invoices must be accompanied by supporting documentation where appropriate. Invoices without supporting documentation will not be paid. The Department may withhold up to 10 percent of the grant until grant terms have been fulfilled, including all required reporting.

3. **Audits**

A. At any time during the term of the Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the award. At the Department's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The Department has the right to review project documents and conduct audits during project implementation and over the project life.

B. The Grantee agrees that the Department or the Department's designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement.

C. The Grantee agrees to provide the Department, or the Department's designee, with any relevant information requested.

D. The Grantee agrees to permit the Department or the Department's designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other

material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes, REAP 2.0 Guidelines, and the Agreement.

E. The Department may request additional information, as needed, to meet other applicable audit requirements.

F. The Department may monitor expenditures and activities of a Grantee or its designees, contractors or subcontractors, as the Department deems necessary, to ensure compliance with REAP requirements.

G. Grantees using federal or state transportation planning funds administered through the Overall Work Program (OWP) shall clearly identify the source of funds.

H. If there are audit findings, the Grantee must submit a detailed response acceptable to the Department for each audit finding within 90 days from the date of the audit finding report.

I. The Grantee agrees to maintain such records for possible audit after the final payment for at least five years after all funds have been expended or returned to the State unless a longer period of records retention is stipulated. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

J. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, all records must be retained by the Grantee and its designees, contractors, and sub-contractors until completion of the action and resolution of all issues which arise from it. In any contract that it enters into in an amount exceeding $10,000, the Grantee shall include the Department's right to audit the contractor's records and interview their employees.

K. The Grantee shall comply with and be aware of the requirements and penalties for violations of fraud and for obstruction of investigation as set forth in California Public Contracts Code Section 10115.10.

4. **Remedies and Non-performance**

A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by the Department's Housing Policy Development Manager, or the Manager's designee, who may consider any written or verbal evidence submitted by the Grantee. The decision of the Department's Housing Policy Development Manager or Designee shall be the Department's final decision regarding the dispute, not subject to appeal.

B. Neither the pendency of a dispute nor its consideration by the Department will excuse the Grantee from full and timely performance in accordance with the terms of this Agreement.

C. In the event that it is determined, at the sole discretion of the Department, that the Grantee is not meeting the terms and conditions of the Agreement, immediately upon receiving a written notice from the Department to stop work, the Grantee shall cease all work under the Agreement. The Department has the sole discretion to determine that the Grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the Grantee to resume work under the Agreement.

D. The Department has the right to terminate the Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the Grantee or the Department to rectify any deficiency(ies) prior to the early termination date. The Grantee will submit any requested documents to the Department within 30 days of the early termination notice.

E. The applicant must demonstrate a clear and significant nexus to REAP 2.0 Program goals and objectives and must carry out provisions to meet the Program goals and objectives and other requirements, including, but not limited to, adoption or completion of activities toward Policy Outcomes and implementation of eligible use activities funded through a suballocation process. Any lack of action or action inconsistent with REAP 2.0 requirements may result in review and could be subject to repayment of the grant.

F. At any time, if the Department finds the Grantee included false information in the advance or final application or as part of the application review, the Department may require the repayment of funds.

G. Grantees are responsible for suballocations meeting all REAP 2.0 requirements.

H. Examples of a breach of this Agreement:

   1. Grantee's failure to comply with any term or condition of this Agreement.

   2. Use of, or permitting the use of, grant funds provided under this Agreement for any ineligible costs or for any activity not specified and approved under this Agreement.

   3. Any failure to comply with the deadlines set forth in this Agreement unless approved by the Program Manager in writing.

I. The Department may, as it deems appropriate or necessary, require the repayment of funds from a Grantee, or pursue any other remedies available to it by law for failure to comply with all REAP 2.0 Program requirements.

J. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may at its discretion, exercise a variety of remedies, including but not limited to:

   1. Revoke existing REAP 2.0 award(s) to the Grantee;

2. Require the return of unexpended REAP 2.0 funds disbursed under this Agreement;

3. Require repayment of REAP 2.0 Funds disbursed and expended under this Agreement;

4. Seek a court order for specific performance of the obligation defaulted upon, or the appointment of a receiver to complete the obligations in accordance with the REAP 2.0 Program requirements; and

5. Other remedies available at law, by and through this Agreement. All remedies available to the Department are cumulative and not exclusive.

6. The Department may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

K. The Grantee may be subject to amendment of this section as a result of subsequent applications and awards.

5. **Reporting**

A. At any time during the term of the Agreement, the Department may request a performance report that demonstrates satisfaction of all requirements identified in the Agreement with emphasis on eligible activities, eligible uses, and expenditures according to timelines and budgets referenced in the Agreement.

B. Grantees shall submit a report, in the form and manner prescribed by the Department, to be made publicly available on its website, by April 1 of the year following the receipt of those funds, and annually thereafter until those funds are expended, that contains the following information:

1. The status of the Proposed Uses and expenditures listed in the Grantee's advance and full applications for funding and progress of each Proposed Use toward all the objectives of the REAP 2.0 program as provided in the Guidelines and explained in the applications.

2. An explanation and quantification, where appropriate, of the progress achieved toward all of the objectives of the REAP 2.0 program, barriers and solutions for each Proposed Use that is consistent with and incorporates the metrics in the full application, including, but not limited to:
    i. Housing units accelerated,
    ii. Reductions in Vehicle Miles Traveled Per Capita,
    iii. Location of investment,
    iv. Socioeconomic statistics about the impacted geography, and
    v. Regional impact explanation

    The report must identify whether Proposed Uses overlap with other programs that share the same objectives as REAP 2.0. The Grantee should also identify

any measurement challenges that persist and highlight any administrative barriers that prevent it from obtaining the information it needs to perform better analysis of progress made achieving REAP 2.0 Objectives and make adjustments to the extent possible in subsequent reporting years.

3. All status and impact reports shall be categorized based on the eligible uses specified in Section 50515.08 of the Statute.

C. Grantees shall post, make available, and update, as appropriate on its internet website, land use maps and Vehicle Miles Traveled generation maps produced in the development of its adopted SCS, as applicable.

D. Grantees shall collaborate and share progress, templates, and best practices with the Department and fellow recipients in implementation of funds. To the greatest extent practicable, Grantees shall coordinate with other Eligible Entities in the development of applications, consider potential for joint activities, and seek to coordinate Housing and transportation planning across regions.

E. Upon completion of all deliverables within the Agreement, the Grantee shall submit a close out report in a manner and form prescribed by the Department.

1. Grantee may include a line item for advance payment or reimbursement, as part of its administrative costs, for its final report that is due by June 30, 2026. Funding requests for final reports must be submitted no later than March 31, 2026.

6. **Indemnification**

Neither the Department nor any officer, employee or designee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted by the Grantee, its officers, employees, agents, its contractors, its sub-recipients or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon the Grantee under this Agreement, Guidelines or Statute. It is understood and agreed that the Grantee shall fully defend, indemnify and save harmless the Department and all of the Department's staff from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents, contractors, sub-recipients, or subcontractors under this Agreement, Guidelines or Statute.

7. **Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

8. **Relationship of Parties**

It is expressly understood that this Agreement is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

9. **Third Party Contracts**

A. All state-government funded procurements must be conducted using a fair and competitive procurement process. The Grantee may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California state law.

B. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement and shall be applicable to the Grantee's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors shall be submitted to the Department's program manager.

C. The Department does not have a contractual relationship with the Grantee's sub-recipients, contractors, or subcontractors, and the Grantee shall be fully responsible for monitoring and enforcement of those agreements and all work performed thereunder.

10. **Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

A. The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the grant, the Grantee, its contractors or subcontractors, and any other grant activity.

B. During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic information, age, disability, handicap, familial status, religion, or belief, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.

C. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the REAP 2.0 Program.

D. The Grantee shall, in the course of performing project work, fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

E. The Grantee shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the REAP project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR 92.351.

11. **Litigation**

A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.

B. The Grantee shall notify the Department immediately of any claim or legal action undertaken by or against it, which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or legal action consistent with the terms of this Agreement and the interests of the Department.

12. **Changes in Terms/Amendments**

A. The Grantee may be subject to amendments to this section as a result of subsequent applications and awards.

B. This Agreement may only be amended or modified by mutual written agreement of both parties.

13. **State-Owned Data**

A. Definitions

1. Work:

The work to be directly or indirectly produced by the Grantee, its employees, or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement.

2. Work Product:

All deliverables created or produced from Work under this Agreement including, but not limited to, all Work and deliverables conceived or made or, hereafter

conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six months after the termination thereof, which relates to the Work commissioned or performed under this Agreement, are considered Work Product. Work Product includes all deliverables, inventions, innovations, improvements, or other works of authorship Grantee and/or Grantee's contractor subcontractor and/or sub-recipient may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.

B. Sharing of Work Product and Rights

All Work Product shall be shared with the Department and its partners for various purposes, including education, outreach, transparency and future learning.

14. **Special Conditions**

The State reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved.

EXHIBIT H

GRANT AGREEMENT BETWEEN THE SAN DIEGO ASSOCIATION OF GOVERNMENTS AND CITY OF SAN DIEGO PLANNING DEPARTMENT REGARDING MID-CITY COMMUNITIES SMART GROWTH STUDY AREAS

TRANSNET SMART GROWTH INCENTIVE PROGRAM – PLANNING CYCLE 5

SANDAG CONTRACT No. S1021763

GRANT AGREEMENT BETWEEN
THE SAN DIEGO ASSOCIATION OF GOVERNMENTS AND
CITY OF SAN DIEGO PLANNING DEPARTMENT
REGARDING MID-CITY COMMUNITIES SMART GROWTH STUDY AREAS

***TRANSNET* SMART GROWTH INCENTIVE PROGRAM – PLANNING CYCLE 5**

SANDAG CONTRACT NO. S1021763

THIS GRANT AGREEMENT ("Agreement") is made and entered into effective as of the last signature date, by an between the San Diego Association of Governments ("SANDAG"), 401 B Street, Suite 800, San Diego, California, and City of San Diego, ("Grantee"), 9485 Aero Drive, MS 413, San Diego, California. This Agreement expires three years after the effective date, unless amended in writing by mutual agreement of the parties.

The following recitals are a substantive part of this Agreement:

A. The SANDAG Board of Directors allocates funds under the *TransNet* local sales tax program to support local transportation-related infrastructure projects in the San Diego region through a competitive process.

B. The *TransNet* Extension Ordinance contains provisions to fund the Smart Growth Incentive Program (SGIP) for which funding began on April 1, 2008. The SGIP encompasses projects that better integrate transportation and land use and recognizes the comprehensive effort to integrate smart growth place making, access to transit, and environmental justice.

C. In January 2010, the SANDAG Board of Directors approved Board Policy No. 035: Competitive Grant Program Procedures, which is available in its updated version at www.sandag.org/legal. This Agreement and the Grantee's performance hereunder are subject to Board Policy No. 035, which includes multiple "use it or lose it" provisions.

D. On November 19, 2021, SANDAG issued a call for projects from local jurisdictions in San Diego County wishing to apply for a portion of the *TransNet* SGIP funds for use on planning projects meeting certain criteria, and authorizing up to $3 million from the SGIP to be used for planning projects.

E. On May 13, 2022, the SANDAG Board of Directors approved a list of recommended SGIP projects for the fifth competitive grant cycle, and one of those projects is the subject of this Agreement (Project). The Project Scope of Work, Schedule, and Budget are included as Attachment A.

F. The purpose of this Agreement is to establish the terms and conditions for SANDAG to provide Grantee with funding to implement the Project.

G. Although SANDAG will be providing financial assistance to Grantee to support the Project, SANDAG will not take an active role or retain substantial control of the Project. Therefore, this Agreement is characterized as a funding agreement rather than a cooperative agreement.

NOW, THEREFORE, it is agreed as follows:

I. GRANT AWARD

A. The total amount payable by SANDAG to Grantee pursuant to this Agreement shall be the proportion of actual Project costs allocated to grant funding in Attachment A and shall not exceed the grant award of $500,000 (Fund Limit).

B. It is agreed and understood that this Agreement Fund Limit is a ceiling and that SANDAG will only reimburse the allowable cost of services actually rendered as authorized by SANDAG at or below the Fund Limit. Notwithstanding the foregoing, Grantee understands that *TransNet* funds derive from retail transactions and use tax revenues, which fluctuate. The SANDAG funding commitment to SGIP Projects, including this Project, is subject to these fluctuations, which may impact funding availability for this Project.

C. Grantee's is included in the Regional Transportation Improvement Plan (RTIP). The *TransNet* MPO ID for the Project is SD267.

II. PROJECT BUDGET

Except to the extent that SANDAG determines otherwise in writing, the Grantee agrees as follows: The Grantee and SANDAG have agreed to a Project Budget that is set forth in Attachment A. The Grantee and/or third-party contractor(s) will incur obligations to the Project only as authorized by the Project Budget. An amendment to the Project Budget requires the issuance of a formal amendment to the Agreement per Board Policy No. 035, unless the re-allocation of funds among budget items or fiscal years does not increase the Fund Limit, does not exceed an aggregate of ten percent for any particular task in Attachment A, does not negatively impact the benefits obtained from the Project, and is consistent with applicable laws, regulations, and policies. Prior written SANDAG Grants Program Manager approval is required for transfers of funds between tasks in Attachment A that meet these eligibility criteria for an administrative amendment by SANDAG staff. All other amendments are subject to approval by a SANDAG Policy Advisory Committee or the SANDAG Board of Directors.

III. MATCHING FUNDS

Grantee agrees to provide matching funds in an amount of $340,000 of the actual cost of the Project, estimated to be 40.48 percent based on the Project Budget. If the actual cost of the Project exceeds the Project Budget, Grantee is responsible for 100 percent of the actual cost greater than the Project Budget.

A. Availability of Grant Funding

Except where expressly allowed in writing herein, credits for matching funds will be made or allowed only for work performed on and after the Notice to Proceed date and prior to the termination date of this Agreement, unless expressly permitted by SANDAG in writing.

B. Reduction of Matching Funds

The Grantee agrees that no reduction in the amount of matching funds may be made unless a reduction of the proportional share of the grant funding provided by SANDAG under this Agreement also is made.

C. Prompt Payment of Grantee's Share of Matching Funds

Grantee agrees to complete all actions necessary to provide its share of the Project costs at or before the time the matching funds are needed from Grantee to pay for Project costs. The Grantee agrees to provide not less than its cumulative required match amount of Project costs prior to invoicing SANDAG for reimbursement. Each of Grantee's invoices must include its matching fund

contribution, along with supporting, descriptive and/or explanatory documentation for the matching funds provided.

IV. PROJECT MANAGER

Grantee's Project Manager is Nancy Graham.

The SANDAG SGIP Program Manager is Tracy Ferchaw.

Project Manager continuity and experience is deemed essential in Grantee's ability to carry out the Project in accordance with the terms of this Agreement. Grantee shall not change the Project Manager without first providing written notice to SANDAG. Grantee shall provide SANDAG with updated contact information in a timely manner if there are any changes to its Project Manager.

V. NOTICE

All notices required to be given, by either party to the other, shall be deemed fully given when made in writing and received by the parties at their respective addresses:

San Diego Association of Governments
Attention: Grants Program Manager
401 B Street, Suite 800
San Diego, CA 92101

Grantee:
City of San Diego Planning Department
Attention: Nancy Graham
945 Aero Drive, MS 413
San Diego, CA 92123

VI. PROJECT IMPLEMENTATION

A. General

The Grantee agrees to carry out the Project as follows:

1. Project Description

   Grantee agrees to perform the work as described in the Scope of Work included in Attachment A.

2. Grantee's Capacity

   The Grantee agrees to maintain or acquire sufficient legal, financial, technical, and managerial capacity to: (a) plan, manage, and complete the Project as described in Attachment A and provide for the use of any Project property; (b) carry out any safety and security aspects of the Project; and (c) comply with the terms of the Agreement and all applicable laws, regulations, and policies pertaining to the Project and the Grantee, including but not limited to the *TransNet* Extension Ordinance and Board Policy No. 035.

3. Project Schedule

   The Grantee agrees to complete the Project according to the Project Schedule included in Attachment A and in compliance with Board Policy No. 035.

4. Project Implementation and Oversight Requirements

Grantee agrees to comply with the Performance Measures included in Attachment B.

5. Changes to Project Scope of Work

This Agreement was awarded to Grantee based on the application submitted by Grantee with the intention that the awarded funds would be used to implement the Project as described in the project application. Any substantive deviation from Grantee's Scope of Work during project implementation may require reevaluation or result in loss of funding. If Grantee knows or should have known that substantive changes to the Project will occur or have occurred, Grantee will immediately notify SANDAG in writing. SANDAG will then determine whether the Project is still consistent with the overall objectives of the grant program and whether the changes would have negatively affected the Project ranking during the competitive grant evaluation process. SANDAG reserves the right to have grant funding withheld from Grantee, or refunded to SANDAG, due to Grantee's failure to satisfactorily complete the Project or due to substantive changes to the Project not approved in advance by SANDAG.

B. Application of Laws

Should a federal or state law pre-empt or conflict with a local law, policy, or the *TransNet* Extension Ordinance, the Grantee must comply with the federal or state law and implementing regulations. No provision of this Agreement requires the Grantee to observe or enforce compliance with any provision, perform any other act, or do any other task in contravention of federal, state, territorial, or local law, regulation, or ordinance. If compliance with any provision of this Agreement violates or would require the Grantee to violate any law, the Grantee agrees to notify SANDAG immediately in writing. Should this occur, SANDAG and the Grantee agree that they will make appropriate arrangements to proceed with or, if necessary, terminate the Project or affected portions thereof expeditiously.

C. Changes in Project Performance

The Grantee agrees to notify SANDAG immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event, including a force majeure event, that may adversely affect the Grantee's ability to perform the Project in accordance with the terms of the Agreement and as required by Board Policy No. 035. The Grantee also agrees to notify SANDAG immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect SANDAG's interests in the Project; and agrees to inform SANDAG, also in writing, before naming SANDAG as a party to litigation for any reason, in any forum. At a minimum, the Grantee agrees to send each notice to SANDAG required by this subsection to SANDAG's Grants Program Manager.

D. Compliance Information System (CIS)

If Grantee will utilize persons other than its own employees to carry out work, Grantee and all of its third party contractors and/or subcontractors (hereinafter "subcontractors") shall report payment details using the SANDAG web-based CIS by the 15th of each month following receipt of payment by SANDAG. CIS allows SANDAG to monitor promptness of payment to subcontractors and will allow Grantee and its subcontractors to manage their own records, maintain accurate contract information, and report payment details online. CIS is mandatory for Grantee and subcontractors to use unless SANDAG instructs otherwise. After execution of this Agreement, Grantee will receive instructions on how to set up its account and enter required subcontractor data into CIS via an internet browser. Grantee must require each of its subcontractors to enter required payment information into CIS. Failure of Grantee or its subcontractors to enter required information and confirm payments on a timely basis will result in delay of payment by SANDAG to Grantee until

Grantee has cured any defects or provided the missing information. Should Grantee fail to provide the required information, SANDAG shall have sole discretion regarding whether to withhold payment or terminate this Agreement.

E. Licenses and Permits

Grantee represents and warrants to SANDAG that Grantee and its subcontractors will have all necessary licenses, permits, qualifications and approvals of whatever nature that are required to legally practice its profession and/or perform services under this Agreement at all times during the term of this Agreement.

F. Standard of Care

Grantee expressly warrants that the work to be performed pursuant to this Agreement shall be performed in accordance with the applicable standard of care. Where approval by SANDAG, its management, or other representative of SANDAG is indicated in the Scope of Work, it is understood to be conceptual approval only and does not relieve the Grantee of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Grantee or its subcontractors.

G. Third-Party Contracting

Although the Grantee may delegate any or almost all Project responsibilities to one or more third-party contractors, the Grantee agrees that it, rather than any third-party contractor, is ultimately responsible for compliance with all applicable laws, regulations, and this Agreement. The first invoice utilizing any third-party contractor shall be accompanied by evidence of compliance with the following requirements:

1. Competitive Procurement

   Grantee shall not award contracts over $10,000 on the basis of a noncompetitive procurement for work to be performed under this Agreement without the prior written approval of SANDAG. Contracts awarded by Grantee, if intended as local match credit, must meet the requirements set forth in this Agreement regarding local match funds. Upon request by SANDAG, Grantee shall submit its Request for Proposals or bid solicitation documents to SANDAG staff for review and comment for consistency with the agreed upon Scope of Work with SANDAG and to ensure a competitive process was used.

   If Grantee hires a third-party contractor to carry out work funded under this Agreement, Grantee shall: prepare an Independent Cost Estimate prior to soliciting proposals/bids; publicly advertise for competing proposals/bids for the work; for professional services, use cost as a significant evaluation factor in selecting the third-party contractor; document a record of negotiation establishing that the amount paid by Grantee for the work is fair and reasonable; and pass through the relevant obligations in this Agreement to the contractor.

2. Debarment

   Grantee shall execute and cause its third-party contractors to execute debarment and suspension certificates stating they have not been disqualified from doing business with government entities. The documentation showing lack of debarment shall be obtained from the following two websites:

- Grantee will check the System for Award Management (SAM) at www.sam.gov to verify the prime contractor and all of its subcontractors are not currently debarred or suspended by the federal government.

- Entities in the United States are banned from doing business with companies with ownership based in countries such as Cuba, Sudan and China due to United States trade sanctions. A search on the US Treasury's Office of Foreign Assets Control (OFAC) website can ensure Grantee will not be doing business with a vendor that is subject to trade sanctions. This can be done at https://sanctionssearch.ofac.treas.gov/.

3. Flowdown

Grantee agrees to take appropriate measures necessary, including the execution of a subagreement, lease, third-party contract, or other, to ensure that all Project participants, including alternate payees or third-party contractors at any tier, comply with all applicable federal laws, regulations, policies affecting Project implementation and Agreement requirements. In addition, if an entity other than the Grantee is expected to fulfill any responsibilities typically performed by the Grantee, the Grantee agrees to assure that the entity carries out the Grantee's responsibilities as set forth in this Agreement.

4. No SANDAG Obligations to Third Parties

In connection with the Project, the Grantee agrees that SANDAG shall not be subject to any obligations or liabilities to any subcontractor, lessee, third-party contractor at any tier or other person or entity that is not a party to the Agreement for the Project. Notwithstanding that SANDAG may have concurred in or approved any solicitation, subagreement, lease, alternate payee designation, or third-party contract at any tier, SANDAG has no obligations or liabilities to any entity other than the Grantee.

5. Equipment Purchases

Grantee shall maintain ownership of any equipment purchased using Agreement funding and shall use such equipment only for the purposes set forth in this Agreement. The parties agree to meet and confer in good faith to ensure the continued use of the equipment for the purposes intended, which may include reimbursement to SANDAG when the fair market value of the equipment at Project completion exceeds $5,000. SANDAG and Grantee further agree that Grantee shall keep an inventory record for each piece of equipment purchased under this Agreement and maintain each piece of equipment in good operating order consistent with the purposes for which they were intended. SANDAG shall have the right to conduct periodic maintenance inspections for the purpose of confirming the existence, condition, and proper maintenance of the equipment.

VII. ETHICS

A. Grantee Code of Conduct/Standards of Conduct

The Grantee agrees to maintain a written code of conduct or standards of conduct that shall govern the actions of its officers, employees, council or board members, or agents engaged in the award or administration of subagreements, leases, or third-party contracts supported with the grant funding. The Grantee agrees that its code of conduct or standards of conduct shall specify that its officers, employees, council or board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential subcontractor, lessee, or third-party contractor at any tier or agent thereof. The Grantee may set de minimis rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. The Grantee agrees that its code of conduct or standards of conduct shall also prohibit its officers, employees,

board members, or agents from using their respective positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain. As permitted by state or local law or regulations, the Grantee agrees that its code of conduct or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers, employees, council or board members, or their agents, or its third-party contractors or subcontractors or their agents.

B. Personal Conflicts of Interest

The Grantee agrees that its code of conduct or standards of conduct shall prohibit the Grantee's employees, officers, council or board members, or agents from participating in the selection, award, or administration of any third-party contract or subagreement supported by the grant funding if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in a firm competing for award.

C. Organizational Conflicts of Interest

The Grantee agrees that its code of conduct or standards of conduct shall include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subagreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third-party contractor or subcontractor or impair its objectivity in performing the contract work.

D. SANDAG Code of Conduct

SANDAG has established policies concerning potential conflicts of interest. These policies apply to Grantee. For all awards by SANDAG, any practices which might result in unlawful activity are prohibited including, but not limited to, rebates, kickbacks, or other unlawful considerations. SANDAG staff members are specifically prohibited from participating in the selection process when those staff have a close personal relationship, family relationship, or past (within the last 12 months), present, or potential business or employment relationship with a person or business entity seeking a contract with SANDAG. It is unlawful for any contract to be made by SANDAG if any individual Board member or staff has a prohibited financial interest in the contract. Staff also are prohibited from soliciting or accepting gratuities from any organization seeking funding from SANDAG. SANDAG's officers, employees, agents, and board members shall not solicit or accept gifts, gratuities, favors, or anything of monetary value from consultants, potential consultants, or parties to subagreements. By signing this Agreement, Grantee affirms that it has no knowledge of an ethical violation by SANDAG staff or Grantee. If Grantee has any reason to believe a conflict of interest exists with regard to the Agreement or the Project, it shall notify the SANDAG Office of General Counsel immediately.

E. Bonus or Commission

The Grantee affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its grant funding application for the Project.

F. False or Fraudulent Statements or Claims

The Grantee acknowledges and agrees that by executing the Agreement for the Project, the Grantee certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project, including, but not limited to, the Grantee's grant application, progress reports and invoices.

VIII. PAYMENTS

A. Method of Payment

The method of payment for this Agreement will be based upon actual, substantiated, and allowable costs described herein.

B. Alternate Payee

If the Grantee designates a party as an Alternate Payee, Alternate Payee is authorized to submit payment requests directly to SANDAG to receive reimbursement for allowable Project costs. This does not alleviate Grantee from all obligations under this Grant Agreement.

C. Invoicing

Grantee or Alternate Payee is required to submit invoices quarterly. Invoices must be accompanied by a quarterly report (template to be provided by SANDAG). SANDAG will make payments for eligible amounts to Grantee or Alternate Payee as promptly as SANDAG fiscal procedures permit upon receipt of Grantee's or Alternate Payee's itemized signed invoice(s) and confirmation by the SGIP Program Manager that Grantee is in compliance with the reporting and other requirements in this Agreement. SANDAG shall retain 10 percent from the amounts invoiced until satisfactory completion of the Project. SANDAG shall promptly pay retention amounts to Grantee or Alternate Payee following satisfactory completion of work, receipt of final invoice, and all required documentation.

D. Eligible Costs

The Grantee agrees that Project costs eligible for grant funding must comply with the following requirements, unless SANDAG determines otherwise in writing. To be eligible for reimbursement, Project costs must be:

1. Consistent with the Project Scope of Work, Schedule and Project Budget, and other provisions of the Agreement.

2. Necessary in order to accomplish the Project.

3. Reasonable for the goods or services purchased.

4. Actual net costs to the Grantee (i.e., the price paid minus any refunds, rebates, or other items of value received by the Grantee that have the effect of reducing the cost actually incurred, excluding program income). Project generated revenue realized by the Grantee shall be used in support of the Project. Project generated revenue and expenditures, if any, shall be reported at the end of the Agreement period.

5. Incurred for work performed on or after the SANDAG Notice to Proceed date, and before the termination date, and also must have been paid for by the Grantee.

6. Satisfactorily documented with supporting documentation, which is to be submitted with each invoice. Copies of invoices are required for goods or services provided by third parties.

7. Treated consistently in accordance with generally accepted accounting principles and procedures for the Grantee and any third-party contractors and subcontractors, (see Section entitled "Accounting Records").

8. Eligible for grant funding as part of the grant program through which the funds were awarded.

9. Indirect Costs are only allowable with prior SANDAG approval. Grantee must submit the following documentation as part of the grant application materials: (1) an indirect cost allocation audit approved by a qualified independent auditor or (2) the applicant's proposed method for allocating indirect costs in accordance with federal guidelines. Indirect cost allocation plans must be reviewed and renewed annually.

E. Excluded Costs

In determining the amount of *TransNet* Ordinance Assistance SANDAG will provide for the Project, SANDAG will exclude:

1. Any Project cost incurred by the Grantee before the Effective Date of the Agreement or applicable Amendment thereto

2. Any cost that is not included in the Project Budget

3. Any cost for Project property or services received in connection with a subagreement, lease, third-party contract, or other arrangement that is required to be, but has not been, concurred in or approved in writing by SANDAG

4. Any cost ineligible for SANDAG participation as provided by applicable laws, regulations, or policies

5. Any cost incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (any indirect cost). Typical indirect costs include facilities and administration costs such as heat/air conditioning, lighting, payroll, and the entity's accounting system. Administrative costs such as clerical and support staff salaries also are most often treated as indirect costs.

The Grantee understands and agrees that payment to the Grantee for any Project cost does not constitute SANDAG's final decision about whether that cost is allowable and eligible for payment under the Project and does not constitute a waiver of any violation by the Grantee of the terms of this Agreement or Board Policy No. 035. The Grantee acknowledges that SANDAG will not make a final determination about the allowability and eligibility of any cost until the final payment has been made on the Project or the results of an audit of the Project requested by SANDAG or its Independent Taxpayers' Oversight Committee (ITOC) has been completed, whichever occurs latest. If SANDAG determines that the Grantee is not entitled to receive any portion of the grant funding requested or paid, SANDAG will notify the Grantee in writing, stating its reasons. The Grantee agrees that Project closeout will not alter the Grantee's responsibility to return any funds due to SANDAG as a result of later refunds, corrections, performance deficiencies, or other similar actions; nor will Project closeout alter SANDAG's right to disallow costs and recover funds provided for the Project on the basis of a later audit or other review. Upon notification to the Grantee that specific amounts are owed to SANDAG, whether for excess payments of grant funding, disallowed costs, or funds recovered from third parties or elsewhere, the Grantee agrees to promptly remit to SANDAG the amounts owed, including applicable interest, penalties and administrative charges.

IX. ACCOUNTING, REPORTING, RECORD RETENTION, AND ACCESS

A. Project Accounts

The Grantee and/or Alternate Payee agree to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The Grantee and/or Alternate Payee also agree to maintain documentation of all checks, payrolls, invoices, contracts, vouchers, orders, or other

accounting documents related in whole or in part to the Project so that they may be clearly identified, readily accessible, and available to SANDAG upon request and, to the extent feasible, kept separate from documents not related to the Project.

B. Reports

1. The Grantee agrees to submit to SANDAG all reports required by law and regulation, policy, this Agreement, or any other reports SANDAG may specify. SANDAG reserves the right to specify that records be submitted in particular formats. Grantee may be required to attend meetings of SANDAG staff and committees, including but not limited to the Regional Planning Committee and the SANDAG Board of Directors, to report on its progress and respond to questions from Board Members or the public.

2. Grantee's performance shall be monitored for consistency with the Scope of Work. SANDAG will utilize the SGIP Monitoring Checklist (Attachment C) and Performance Measures (Attachment B), to document compliance with this Agreement. Grantee's performance will be measured against the Performance Measures during the term of this Agreement. If the Grantee does not comply with provisions in this Agreement or achieve minimum performance requirements, SANDAG will issue Grantee a written Notice to Complete a Recovery Plan. Grantee's Recovery Plan shall include a detailed description of how Grantee intends to come into compliance with the Performance Measures or provisions in this Agreement. Grantee's Recovery Plan must include an implementation schedule that reflects achievement of its performance measure minimums or provisions in this Agreement within three months following the issue date of the SANDAG Notice to Complete a Recovery Plan. Grantee must submit its Recovery Plan to the SGIP Program Manager within 30 calendar days following the issue date of the SANDAG Notice to Complete a Recovery Plan. If Grantee's performance is inconsistent with that proposed in its Recovery Plan, SANDAG in its sole discretion may terminate this Agreement.

3. Grantee must submit quarterly reports and invoices to SANDAG, detailing accomplishments in the quarter, anticipated progress next quarter, pending issues and actions toward resolution, and status of budget, schedule, and Performance Measures.
Grantee will not be paid until all reports are completed and provided to SANDAG in the format SANDAG requires. Furthermore, the Grantee agrees to provide project milestone information (such as presentations to community groups, other agencies, and elected officials, groundbreakings, and ribbon-cuttings) to support media and communications efforts. Grantee needs to document and track in-kind contributions designated as matching funds as part of project management. Grantee must provide all deliverables identified in the Scope of Work.

4. Press materials shall be provided to SANDAG staff before they are distributed. SANDAG logo(s) should be included in press materials and other project collateral based on logo usage guidelines to be provided by SANDAG. Grantee agrees to provide project milestone information to support media and communications efforts.

5. Grantees are responsible for the following photo documentation:

    - Existing conditions photos (as applicable), which should illustrate the current conditions of the project site and demonstrate the need for improved facilities

    - Project milestone photos (such as workshops, presentations to community groups, other agencies, and elected officials)

    - Photos should be high resolution (at least 4 inches by 6 inches with a minimum of 300 pixels per inch) and contain captions with project descriptions, dates, locations, and the

names of those featured, if appropriate. Grantees must obtain consent of all persons featured in photos (or that of a parent or guardian of persons under the age of 18) by using the SANDAG Photo and Testimonial Release form to be provided by SANDAG, or a similar release form developed by Grantee and agreed upon by SANDAG.

C. Record Retention

During the course of the Project and for three years thereafter from the date of transmission of the final invoice, the Grantee agrees to maintain, intact and readily accessible, all communications, data, documents, reports, records, contracts, and supporting materials relating to the Project, as SANDAG may require. All communications and information provided to SANDAG become the property of SANDAG and public records, as such, may be subject to public review. Please see SANDAG's Board Policy No. 015: Records Management Policy, which is available at www.sandag.org/legal, for information regarding the treatment of documents designated as confidential.

D. Meeting Records

Grantee shall provide SANDAG with agendas and meeting summaries for all community meetings. SANDAG staff may attend any meetings as appropriate.

E. Access to Records of Grantees and Subcontractors

The Grantee agrees to permit, and require its subcontractors to permit, SANDAG or its authorized representatives, upon request, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Grantee and its subcontractors pertaining to the Project.

F. Communities Served Data and Reporting

If requested, Grantee shall provide SANDAG with data regarding how the Project's benefits and burdens were equitably distributed among socio and economic populations in the area affected by the Project, and associated smart growth data, and/or any other relevant information.

X. PROJECT COMPLETION, AUDIT, SETTLEMENT, AND CLOSEOUT

A. Project Completion

Within 90 calendar days following Project completion or termination by SANDAG, the Grantee agrees to submit a final invoice of Project expenses and final reports, as applicable. All payments made to the Grantee shall be subject to review for compliance by SANDAG with the requirements of this Agreement and shall be subject to an audit upon completion of the Project.

B. Project Audit

The Grantee agrees to have financial, performance, and compliance audits performed as SANDAG may require. The Grantee agrees that Project closeout will not alter the Grantee's audit responsibilities. Audit costs are allowable Project costs.

C. Performance Audit

The Grantee agrees to cooperate with SANDAG or ITOC with regard to any performance audit that is performed on the Project.

D. Project Closeout

Project closeout occurs when SANDAG notifies the Grantee that SANDAG has closed the Project, and, if applicable, either forwards the final grant funding payment and or acknowledges that the Grantee has remitted the proper refund. The Grantee agrees that Project closeout by SANDAG does not invalidate any continuing requirements imposed by the Agreement or any unmet requirements set forth in a written notification from SANDAG.

XI. TIMELY PROGRESS AND RIGHT OF SANDAG TO TERMINATE

A. Grantee shall make diligent and timely progress toward completion of the Project within the timelines set forth in the Project Schedule, and consistent with Board Policy No. 035 and any policy amendments thereto.

B. In the event Grantee encounters or anticipates difficulty in meeting the Project Schedule, the Grantee shall immediately notify the SGIP Program Manager in writing, and shall provide pertinent details, including the reason(s) for the delay in performance and the date by which Grantee expects to complete performance or delivery. This notification shall be informational in character only and receipt of it shall not be construed as a waiver by SANDAG of a project delivery schedule or date, or any rights or remedies provided by this Agreement, including Board Policy No. 035 requirements.

C. Grantee agrees that SANDAG, at its sole discretion, may suspend or terminate all or any part of the grant funding if the Grantee fails to make reasonable progress on the Project and/or violates the terms of the Agreement or Board Policy No. 035, or if SANDAG determines that the purpose of the laws or policies authorizing the Project would not be adequately served by the continuation of grant funding for the Project.

D. In general, termination of grant funding for the Project will not invalidate obligations properly incurred by the Grantee before the termination date to the extent those obligations cannot be canceled. If, however, SANDAG determines that the Grantee has willfully misused grant funding by failing to make adequate progress, or failing to comply with the terms of the Agreement, SANDAG reserves the right to require the Grantee to refund to SANDAG the entire amount of grant funding provided for the Project or any lesser amount as SANDAG may determine.

E. Expiration of any Project time period established in the Project Schedule will not, by itself, automatically constitute an expiration or termination of the Agreement for the Project, however, Grantee must request and SANDAG may agree to amend the Agreement in writing if the Project Schedule will not be met. An amendment to the Project Schedule may be made at SANDAG's discretion if Grantee's request is consistent with the provisions of Board Policy No. 035.

XII. CIVIL RIGHTS

The Grantee agrees to comply with all applicable civil rights laws, regulations and policies and shall include the provisions of this section in each subagreement, lease, third-party contract or other legally binding document to perform work funded by this Agreement. Applicable civil rights laws, regulations and policies include, but are not limited to, the following:

A. Nondiscrimination

SANDAG implements its programs without regard to income level, disability, race, color, and national origin in compliance with the Americans with Disabilities Act and Title VI of the Civil Rights Act. Grantee shall prohibit discrimination on these grounds, notify the public of their rights under these laws, and utilize a process for addressing complaints of discrimination. Furthermore, Grantee shall make the procedures for filing a complaint available to members of the public and will keep a log of all such complaints. Grantee must notify SANDAG immediately if a complaint is lodged that

relates to the Project or program funded by this grant. If Grantee receives a Title VI-related or ADA-related complaint, Grantee must notify SANDAG in writing within 72 hours of receiving the complaint so that SANDAG can determine whether it needs to carry out its own investigation.

B. Equal Employment Opportunity

During the performance of this Agreement, Grantee and all of its subcontractors, if any, shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, denial of pregnancy disability leave, veteran status, or sexual orientation. Grantee and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code Section 12900, *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0, *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by this reference and are made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

XIV. DISPUTES AND VENUE

A. Choice of Law

This Agreement shall be interpreted in accordance with the laws of the State of California.

B. Dispute Resolution Process

In the event Grantee has a dispute with SANDAG during the performance of this Agreement, Grantee shall continue to perform unless SANDAG informs Grantee in writing to cease performance. The dispute resolution process for disputes arising under this Agreement shall be as follows:

1. Grantee shall submit a statement of the grounds for the dispute, including all pertinent dates, names of persons involved, and supporting documentation, to the SGIP Program Manager. The SGIP Program Manager and other appropriate SANDAG staff will review the documentation in a timely manner and reply to Grantee within 20 calendar days. Upon receipt of an adverse decision by SANDAG, Grantee may submit a request for reconsideration to SANDAG's Chief Executive Officer or designee. The request for reconsideration must be received within ten calendar days from the postmark date of SANDAG's reply. The Chief Executive Officer or designee will respond in writing to the request for reconsideration within ten working days.

2. If Grantee is dissatisfied with the results following exhaustion of the above dispute resolution procedures, Grantee shall make a written request to SANDAG for appeal to the SANDAG Regional Planning Committee. SANDAG shall respond to a request for mediation within 30 calendar days. The decision of the Regional Planning Committee shall be final.

C. Venue

If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all

reasonable costs incurred, including reasonable attorney's fees, litigation and collection expenses, witness fees, and court costs as determined by the court.

XV. ASSIGNMENT

Grantee shall not assign, sublet, or transfer (whether by assignment or novation) this Agreement or any rights under or interest in this Agreement.

XVII. INDEMNIFICATION AND HOLD HARMLESS

A. Generally

With regard to any claim, protest, or litigation arising from or related to the Grantee's performance in connection with or incidental to the Project or this Agreement, Grantee agrees to defend, indemnify, protect, and hold SANDAG and its agents, officers, Board members, and employees harmless from and against any and all claims, including, but not limited to prevailing wage claims against the Project, asserted or established liability for damages or injuries to any person or property, including injury to the Grantee's or its subcontractors' employees, agents, or officers, which arise from or are connected with or are caused or claimed to be caused by the negligent, reckless, or willful acts or omissions of the Grantee and its subcontractors and their agents, officers, or employees, in performing the work or services herein, and all expenses of investigating and defending against same, including attorney fees and costs; provided, however, that the Grantee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of SANDAG, its Board of Directors, agents, officers, or employees.

B. Intellectual Property

Upon request by SANDAG, the Grantee agrees to indemnify, save, and hold harmless SANDAG and its Board of Directors, officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Grantee shall not be required to indemnify SANDAG for any such liability caused solely by the wrongful acts of SANDAG employees or agents.

XVIII. INDEPENDENT CONTRACTOR

A. Status of Grantee

Grantee shall perform the services provided for within this Agreement as an independent contractor, and not as an employee of SANDAG. Grantee shall be under the control of SANDAG as to the result to be accomplished and not the means, and shall consult with SANDAG as provided for in the Scope of Work. The payments made to Grantee pursuant to this Agreement shall be the full and complete compensation to which Grantee is entitled. SANDAG shall not make any federal or state tax withholdings on behalf of Grantee. SANDAG shall not be required to pay any workers' compensation insurance on behalf of Grantee. Grantee agrees to indemnify SANDAG for any tax, retirement contribution, social security, overtime payment, or workers' compensation payment which SANDAG may be required to make on behalf of Grantee or any employee of Grantee for work done under this Agreement.

B. Actions on Behalf of SANDAG

Except as SANDAG may specify in writing, Grantee shall have no authority, express or implied, to act on behalf of SANDAG in any capacity whatsoever, as an agent or otherwise. Grantee shall have

no authority, express or implied, to bind SANDAG or its members, agents, or employees, to any obligation whatsoever, unless expressly provided for in this Agreement.

XIX. SEVERABILITY AND INTEGRATION

If any provision of the Agreement is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable laws or regulations. This Agreement with its attachments and the resolution from Grantee's governing body submitted with its application, represents the entire understanding of SANDAG and Grantee as to those matters contained in it. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing, signed by SANDAG and the Grantee.

XX. SIGNATURES

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last signature date.

SAN DIEGO ASSOCIATION OF GOVERNMENTS

E-SIGNED by Susan Huntington on 2022-10-27 22:26:25 GMT

SUSAN HUNTINGTON **DATE**
Director of Financial Planning, Budgets, and Grants

CITY OF SAN DIEGO, PLANNING DEPARTMENT

Kris McFadden 09/29/2022

KRIS MCFADDEN **DATE**
Deputy Chief Operating Officer

APPROVED AS TO FORM:

E-SIGNED by Samantha Foulke on 2022-10-27 22:22:56 GMT

Office of General Counsel **DATE**

APPROVED AS TO FORM:

Lindsay A Sebastian 02/01/2023

Office of the City Attorney **DATE**

ATTACHMENT A
SCOPE OF WORK, SCHEDULE, AND PROJECT BUDGET

Scope of Work, Schedule, and Budget

Scope of Work, Schedule, and Budget Worksheet

Applicant Name: City of San Diego

Project Title: Mid-City Communities Smart Growth Areas

Part I: Project Overview

Project Limit: The study area covers the Mid-City Communities in the City of San Diego and includes a large Smart Growth Opportunity Area along University Avenue and El Cajon Boulevard (SD-CH-1), Mixed-Use Transit Corridors along Fairmount Avenue (SD-CH-2), University Avenue (SD-EA-3), and El Cajon Boulevard (SD-CO-4) and two Community Centers near Federal and Euclid (SD-EA-2) and the east end of College Grove Drive (SD-EA-1). In addition, the study area includes a Tier 4 Employment Center.

Project Summary: The Project will perform a study of existing/planned smart growth and employment areas to increase housing and mobility options in the Mid-City Communities in the City of San Diego. The study will include a public outreach program and recommendations on opportunities for growth and transit-supportive densities in combination with corridor enhancements. The Smart Growth study will serve as a critical first step to facilitate a land use plan to support a healthier, more sustainable community.

Part II: Scope of Work, Schedule, and Budget

Propose tasks, deliverables, a timeframe, and a budget for implementing the project. The project schedule must be based on "Months from Notice to Proceed" (NTP). The Total Project Cost column will auto-calculate.

Task No.	Task Description	Deliverables	Start Date	Completion Date	Total Project Cost
Enter Task or Subtask Number (tailor as needed)	*Enter task descriptions. Limit sub-tasks to major milestones.*	*Enter deliverables associated with each task.*	*Enter start date as number of months from NTP. Enter whole numbers.*	*Enter end date as number of months from NTP. Enter whole numbers.*	*Enter cost to complete each task. Sub-tasks should not have an associated cost. The total cost of all tasks should equal the total project cost (grant funds requested + matching funds).*
1	Project Management	Project status meetings, meeting agendas/minutes, status reports/invoices, interagency coordination	NTP	36	$ 50,000.00
2	Public Engagement Materials	Video, fact sheets, infographics, website content, including translation services	NTP	36	$ 80,000.00
2a	Outreach Program	Outreach, relationship building, meeting preparation and execution, follow-up, documentation	6	36	$ 80,000.00
2b	Public Workshops	Planning/preparation, meeting facilitation, input summaries, refreshments/supplies	6	36	$ 80,000.00
3	Land Use, Sustainability, and Mobility	Map atlas with existing conditions maps and information; identification of land use and mobility needs, community resources and vulnerabilities	NTP	18	$ 250,000.00
4	Smart Growth Study Recommendations	Issues & Opportunities document detailing development/economic feasibility testing, mobility corridor recommendations/options, policy and sustainability strategy testing	18	36	$ 300,000.00
				TOTAL PROJECT COST (grant request funds + matching funds):	**$ 840,000.00**

Seasonal Constraints

As applicable, identify any seasonal constraints that may require the overall project, or specific tasks, to begin or be completed by a specific date:

Part III: Summary of Funding

Total project cost:	$840,000.00
Total grant amount requested from SANDAG:	$ 500,000.00
Total match amount that will be contributed:	$ 340,000.00
SANDAG grant % contribution:	0.595238095
Match % contribution:	0.404761905
Will the matching fund sources include funds from the *TransNet* Local Street and Road program?	No

ATTACHMENT B
PERFORMANCE MEASURES

Instructions

In 2020, the San Diego region permitted 10,883 units of housing. The goal of the SGIP is to fund planning activities that facilitate compact, mixed-use, transit-oriented development, and increase housing and transportation choices. The following form is to be used for satisfying the quarterly reporting requirements and performance measures of the SGIP funded by *TransNet*. Pursuant to the terms of the Grant Agreement, Grantees will be required to provide quarterly reports and a more detailed Final Progress Report at the end of the grant term. The quarterly report utilizing this form must be submitted to SANDAG within 30 days following receipt of funds and thereafter each quarter until the expiration of the grant. A Grantee will not be eligible for reimbursement from SANDAG unless it has submitted its reports by the timelines required by SANDAG.

Performance Period	Quarterly Report Due Date
April-June 2022	July 15, 2022
July-September 2022	October 15, 2022
October-December 2022	January 15, 2023
January-March 2023	April 15, 2023
April-June 2023	July 15, 2023
July-September 2023	October 15, 2023
October-December 2023	January 15, 2024
January-March 2024	April 15, 2024
April-June 2024	July 15, 2024
July-September 2024	October 15, 2024
October-December 2024	January 15, 2025
January-March 2025	April 15, 2025
April-June 2025	July 15, 2025

Unless SANDAG directs otherwise, Grantee must submit its quarterly report to SANDAG using a form that will be sent to Grantees each quarter. This document will show the information that will be required in the quarterly reports from each Grantee and will be followed by the list of performance measures that will be used for the Final Progress Report. This cycle of SGIP grants is focused on planning activities rather than construction, however, the performance measure information in the Final Progress Report will serve as a baseline for future SGIP grant cycles to align with the 2021 Regional Plan and other SANDAG grant programs.

Overview

Provide an overview of the project, including challenges, limiting factors, opportunities and solutions unique to the jurisdiction. The section should also discuss the overall approach, goals and high-level summary of the status of the project.

Project Highlights, Accomplishments and Best Practices

Provide highlights regarding the overall project from the last quarter and any accomplishments resulting from the efforts in implementing the project. This section also may list and explain some of the best practices occurring through the project. This section can highlight the Grantee's efforts and can include a wide-ranging variety of efforts that facilitate smart growth and transit-oriented development and greenhouse gas reduction such as comprehensive planning efforts, smaller-scale neighborhood planning activities, Complete Streets Design Manuals, Financing Tools, Smart Growth studies, Transit Oriented Development Overlay Zones and Concept Plans, and Mobility Hub plans.

Status of Activities

This section will provide a description of each of the major activities in the Grantee's project. Based on the description of the activities Grantee committed to perform in its Grant Agreement, Grantee will provide status reports describing progress on milestones and deliverables completed.

- Column 1 of the status table is entitled Activity Category. This column will be completed with the relevant activity category (i.e., relationship to regional transit, further planning to support regional mobility hub implementation strategy, Smart Growth policy implementation, smart growth equity, partnerships (if applicable), and sustainability).
- Column 2 will include a brief description of the milestone or deliverable completed.
- Columns 3 and 4 will report the amount of money allocated to each activity and how much has been expended per activity as of the end of the quarter.
- Column 5 will describe the overall timing of the project with beginning and anticipated completion dates.
- Column 6 will include a general status (i.e., not yet started, in progress, complete) and anticipated upcoming milestones.
- Column 7 will qualitatively and quantitatively, where possible, describe the impact on housing as a result of the activity. Qualitative data should be based on the performance measure metrics that Grantee will be required to report on at the end of grant term in the Final Progress Report

Summary of Work Completed in Prior Quarter

1	2	3	4	5	6	7
Activity Category	Description of Milestone or Deliverable Completed	Dollar Amount Allocated to Activity	Dollar Amount Expended Thus Far	Anticipated Completion Date	Status	Description of How Milestone or Deliverable Achieves Progress on a Performance Measure

Summary of Smart Growth Indicators

Provide a narrative overview of smart growth indicators and a summary of efforts, activities, studies, and/or other deliverables, as applicable. Grantees may add other smart growth indicators and numerical outcomes and may also discuss any anticipated changes and limiting or confounding factors potentially impacting the effectiveness of the activities. The information collected in this grant cycle may be used as a baseline or context for indicating smart growth implementation at a jurisdictional scale. Baseline year will be the 2021 calendar year and current year will be 2022 for purposes of the Final Progress Report. Grantees may add any anticipated changes and limiting or confounding factors potentially impacting the effectiveness of the activities. Additionally, Grantees may discuss other indicators of smart growth implementation and numerical outcomes that are based on the performance measure metrics that Grantee will be required to report on at the end of grant term in the Final Progress Report.

Performance Measures Metrics to Be Provided in Final Progress Report

Below are examples that could be used, depending on the type of project funded through the SGIP.

- Number of improvements to the mix of land use types (multifamily, single-family, and non-residential) in jurisdiction
- Number of acres Grantee avoided converting from agricultural, natural, or working lands to land eligible for development
- Number of projects providing new or enhanced connectivity to the non-automotive transportation network during the grant term
- Number of improved neighborhood projects with safety features to promote active mobility completed during the grant term
- Number of new linkages to transit and/or pedestrian and bicycle infrastructure created during the grant term
- VMT reduction per capita within the jurisdiction during the grant term
- Number of new non-automotive trips generated (total, per capita, or other) during the grant term
- Greenhouse gas reduction (total, per capita, or other) achieved by jurisdiction during the grant term
- Number of new infrastructure services created in areas of concentrated poverty or similar areas during the grant term
- Number of new housing units created during the grant term in Smart Growth Opportunity Areas and employment centers
- Number of individual persons reached by Grantee using direct engagement with community stakeholders concerning smart growth during the grant term
- Number of housing units located on an infill site surrounded by urban uses such as shopping, restaurants, and jobs available to rent or own

Additional Information

Provide any applicable information as necessary to demonstrate the status and impacts of the overall project.

ATTACHMENT C
SGIP MONITORING CHECKLIST

See following pages.

SANDAG

Smart Growth Incentive Program Monitoring Checklist

The San Diego Association of Governments (SANDAG) has developed a Monitoring Checklist to assist in monitoring each recipient of *TransNet* Smart Growth Incentive Program (SGIP) funds, referred to as a "Grantee." The Monitoring Checklist is used to assess the performance of the Grantee in providing the project included in the original grant application, and the Grantee's compliance with the terms of the Grant Agreement. The Monitoring Checklist will be completed by the SGIP Program Manager annually and upon project completion. SANDAG will send a final version of the completed Monitoring Checklist within one week of the date of the review.

I. GRANT AGREEMENT INFORMATION

Agreement No.	[Enter grant agreement number]
Grantee Name	[Enter Grantee Name]
Project Name	[Enter Project Name]
Project Type	Choose an item.
Notice to Proceed Date	Click or tap to enter a date.
Agreement Expiration Date	Click or tap to enter a date.
Grantee Project Manager Name	[Enter Grantee Project Manager Name]
SANDAG Program Manager Name	[Enter SANDAG Program Manager Name]

II. REVIEW DETAILS

Date of Review	Click or tap to enter a date.
Type of Review	Choose an item.
Review Period	**Start Date:** Click or tap to enter a date. **End Date:** Click or tap to enter a date.

III. COMPLIANCE ASSESSMENT

Each question below is derived from the Grant Agreement and therefore, a question marked "No" indicates the Grantee is out of compliance with the terms of the Grant Agreement.

Topic or Question	**Response**
Project Changes	
1. Did the Grantee notify SANDAG in writing if substantive changes to the Project would have or did occur?	Choose an item.
2. If the Grantee encountered or anticipated difficulty in meeting the Project Schedule, did the Grantee notify SANDAG in writing? Did the notification include the reason(s) for the delay in performance and the date by which Grantee expected to complete performance or delivery?	Choose an item.
3. Was prior written approval obtained for transfers of funds between tasks in the Scope of Work?	Choose an item.

4. If there were any changes to the Grantee's Project Manager, did the Grantee provide SANDAG with updated contact information in a timely manner?	Choose an item.
Compliance Information System (CIS)	
5. Did the Grantee report payment details using the SANDAG web-based CIS by the 15th of each month following receipt of payment by SANDAG?	Choose an item.
6. Did the Grantee ensure its third party contractors and/or subcontractors consistently reported payments or confirmed receipt of payment in the CIS?	Choose an item.
Third-Party Contracting	
7. Did the Grantee provide evidence of a competitive procurement or obtain prior written approval of SANDAG to utilize a noncompetitive procurement for each third party contract over $10,000?	Choose an item.
Payments/Invoicing	
8. Did the Grantee submit an invoice each quarter in the required format and on time?	Choose an item.
9. Were the invoices filled out correctly and free of errors?	Choose an item.
10. Were all items included in Grantee invoices eligible under the Grant Agreement?	Choose an item.
11. Were sufficient backup materials including required documentation consistently provided with each invoice packet?	Choose an item.
12. If the Grantee invoiced for indirect costs, were they consistent with the Grantee's indirect cost allocation plan in effect at the time of invoice?	Choose an item.
13. Did the Grantee's invoices include its matching fund contribution, along with supporting, descriptive and/or explanatory documentation for the matching funds provided?	Choose an item.
Reports	
14. Did the Grantee submit quarterly reports in the required format and on time?	Choose an item.
15. Were report forms filled out correctly and free of errors?	Choose an item.
16. Did the reports sufficiently detail accomplishments in the quarter, anticipated progress next quarter, pending issues and actions toward resolution, and status of budget, schedule, and Performance Measures?	Choose an item.
17. Did the Grantee provide project milestone information such as presentations to community groups, other agencies, and elected officials, groundbreakings, and ribbon-cuttings to support media and communications efforts?	Choose an item.
18. Did the Grantee provide with its reports photo documentation required by the Grant Agreement, including existing conditions photos and project milestone photos?	Choose an item.
19. Did the Grantee provide SANDAG with agendas and meeting summaries for all community meetings?	Choose an item.

Project Completion and Closeout	
20. Did the Grantee complete the Project according to the Project Schedule included in the Grant Agreement?	Choose an item.
21. Did the Grantee meet the Performance Measures included in the Grant Agreement?	Choose an item.
22. Did the Grantee provide all deliverables identified in the Scope of Work?	Choose an item.
23. Did the Grantee provide a final invoice of project expenses and final reports within 90 calendar days following Project completion or termination by SANDAG?	Choose an item.
24. Did the Grantee provide adequate match contributions?	Choose an item.
25. Did the Grantee meet the project completion deadline required in Board Policy No. 035? Or otherwise obtain approval for a time extension amendment consistent with the Policy?	Choose an item.

IV. SUMMARY AND IDENTIFICATION OF DEFICIENCIES

SANDAG staff reviews any "No" responses to the Compliance Assessment questions, which indicates an area in which the Grantee is deficient in meeting its obligations under the Grant Agreement. Following identification of any deficiency and for projects that are not yet complete, SANDAG will issue Grantee a written Notice to Complete a Recovery Plan. The Grant Agreement contains additional details on the Notice to Complete a Recovery Plan process.

Question No.	Explanation

V. GRANTEE SIGNATURES

By signing below, I confirm receipt of this completed Monitoring Checklist.

Project Manager Name (Print) Signature Date

EXHIBIT I

CITY OF SAN DIEGO TRAILS MASTER PLAN EXISTING CONDITIONS REPORT

AGREEMENT No. lcp-23-07

CALIFORNIA COASTAL COMMISSION

STANDARD GRANT AGREEMENT

(Rev 05/2022)

AGREEMENT NUMBER	
LCP-23-07	
STATE CONTROLLER'S OFFICE IDENTIFIER	FEDERAL ID NUMBER
3720-LCP2307	**95-6000776**

1. This Agreement is entered into between the State Agency and the Grantee named below:

STATE AGENCY'S NAME

California Coastal Commission

GRANTEE'S NAME

City of San Diego

2. The term of this Agreement is: 10/16/2023* (or grant agreement execution date) Through (End Term Date) 08/01/2027

3. The maximum amount of this Agreement is: $499,153.00
Four Hundred Ninety-Nine Thousand One Hundred Fifty-Three Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following EXHIBITS, which are by this reference made a part of the Agreement.

EXHIBIT A – Scope of Work	9 pages
EXHIBIT A1- Definitions	1 page
EXHIBIT B – Budget	1 page
EXHIBIT B1 – Budget Detail and Payment Provisions	3 pages
EXHIBIT C – General Terms and Conditions	4 pages
EXHIBIT D – Special Terms and Conditions	4 pages
Check mark one item below as EXHIBIT D Attachment:	
☒ EXHIBIT D1 – Local Coastal Programs Terms and Conditions	9 pages
☐ EXHIBIT D2 – WHALE TAIL® Terms and Conditions	
EXHIBIT E – Grantee Certification Clauses Form (GCC-01/2019)	5 pages
EXHIBIT F – Amendment Template (Informal)	1 page

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

GRANTEE

GRANTEE'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*

City of San Diego

BY *(Authorized Signature)*

DocuSigned by: Casey Smith 3F50978A0BC2493...

DATE SIGNED *(Do not type)*: 11/22/2023

PRINTED NAME AND TITLE OF PERSON SIGNING

Casey Smith, Deputy Chief Operating Officer

ADDRESS

202 C Street, M.S. 413 San Diego, CA 92101

STATE OF CALIFORNIA

AGENCY NAME

California Coastal Commission

BY *(Authorized Signature)*

DocuSigned by: Madeline Cavalieri F089034704B5459...

DATE SIGNED *(Do not type)*: 11/08/2023

PRINTED NAME AND TITLE OF PERSON SIGNING

Madeline Cavalieri, Deputy Executive Director

ADDRESS

455 Market Street, Suite 200, Room 228, San Francisco, CA 94105

California Coastal Commission Use Only

☒ This agreement is exempt from approval by the Department of General Services per SCM Vol. 1 4.06 (see 58 Ops. Cal. Atty. Gen 586 and 63 Ops. Cal. Atty. Gen. 290).

EXHIBIT A

SCOPE OF WORK

1. Grantee agrees to expend grant funds provided by the Commission only for and in accordance with project activities as described under the Scope of Work attached hereto as EXHIBIT A.

2. The Project representatives during the term of this agreement, and the person authorized to sign grant amendments and RFFs on behalf of the grantee, will be:

State Agency: California Coastal Commission	**Grantee:** City of San Diego	**Grantee:** City of San Diego
Name: Kelsey Ducklow ("Grant Manager")	Name: Casey Smith, Deputy Chief Operating Officer (Authorized to sign grant amendments on behalf of Grantee)	Name: Jonathan Avila (Authorized to sign RFFs on behalf of Grantee)
Address: 455 Market St. Suite 300 San Francisco, CA 94105	Address: 202 C Street, M.S. 413 San Diego, CA 92101	Address: 202 C Street, M.S. 413 San Diego, CA 92101
Phone: (415) 904-2335	Phone: (619) 214-5380	Phone: (619) 525-8233
Email: kelsey.ducklow@coastal.ca.gov	Email: CDSmith@sandiego.gov	Email: JOAvila@sandiego.gov

3. Primary project contact:

State Agency: California Coastal Commission	**Grantee** City of San Diego
Section/Unit:	Section/Unit: City Planning Department
Name: Mary Matella ("LCP Grant Coordinator")	Name: Jonathan Avila
Address: 455 Market St. Suite 300 San Francisco, CA 94105	Address: 202 C Street, M.S. 413 San Diego, CA 92101
Phone: (415) 904-6093	Phone: (619) 525-8233
Email: mary.matella@coastal.ca.gov	Email: JOAvila@sandiego.gov

EXHIBIT A

SCOPE OF WORK

Name of Local Government: City of San Diego

Name of Project: City of San Diego Trails Master Plan Existing Conditions Report

Funding Source: General Fund

Specific Program: Local Coastal Program Local Assistance Grant Program

Federal Tax ID#: 95-6000776

Budget Summary:

CCC funding:	$499,153.00
Other funding:	$206,806.60
Total project cost:	$705,959.60

Term of Project: *10/16/2023 (or grant agreement execution date) - 08/01/2027*

A. PROJECT DESCRIPTION

The COSD plans to kick off the planning phase of the TMP by the Summer of 2024 and the primary source of data to inform the TMP will be the City of San Diego Trails Master Plan Existing Conditions Report (Report). The Report will include quantitative data on the current conditions of existing trails and where deficiencies or opportunities for improvement can be identified. Additionally, important qualitative data in the form of community input and stakeholder consultation will also be included in the Report. The completion of the Report as well as the proposed LCP update that will apply to the Community Plans is the full scope of work proposed for this grant project (Project).

The Project will be completed in three phases: Initial outreach and network formation, community engagement and data collection, and finally the drafting and finalization of the Report and LCP update. Specific tasks within each of these phases are described in more detail under the Task Description and Schedule section of this application.

The first priority of the Project will be to establish commitments with at least three community-based or non-profit groups who will serve as partners on this Project. The full Project team will consist of representatives from these three organizations (who will ideally represent or serve traditionally underserved communities), COSD Planning Department staff, and qualified technical consultants with expertise in community-driven landscape architecture and data analysis. Initial outreach work will seek to engage a diverse range of

EXHIBIT A

potential stakeholders (listed below) including some who have a longstanding relationship with the City such as San Diego Canyonlands and Groundwork San Diego, but outreach efforts will prioritize groups who have not been historically involved in Citywide planning such as Latinos Outdoors and Outdoor Outreach. The stakeholder network will serve in an as-needed capacity on the Project and will provide meaningful input on behalf of the groups they represent and their interests, and they will be an important resource for community engagement and outreach. Honoraria stipends are included in the funding request for this Project to support these collaborations and incidental costs incurred by the partners.

Following the formation of the Project team and stakeholder network, the City will initiate the community engagement and data collection phase. This effort will rely heavily on the Project partners and stakeholder network to organize volunteers to conduct a field survey of the existing trail systems and provide education outreach materials to the communities. Every officially recognized trail will be walked and documented using GPS equipment to determine the existing trail condition, identify gaps in the existing trail network, points of public access including coastal access, opportunities for recreation for all age groups, and areas vulnerable to climate change impacts including sea level rise. The COSD will coordinate with Outdoor Outreach and San Diego Canyonlands to develop STEM-focused volunteer opportunities for local high school students, and this will hopefully provide inspiration for these students to consider careers in public service or STEM. Students will have the opportunity to walk and document trails with City park rangers, biologists, and planners and learn about the native flora and fauna within their communities. It is envisioned that a pool of volunteers will complete the field survey consisting of local high school or college students, members of community-based organizations, and local non-profits under the guidance of the Project team.

In addition to the field survey serving as a data collection exercise, the survey will also provide an opportunity for public engagement on the trails with community members who encounter the survey volunteers to learn about the purpose and goals of the Project. The results of the field survey will be analyzed and documented in the Report. This report will inform the future development of a Citywide TMP, which aims to establish goals and policies needed to ensure an equitable Citywide trail system that promotes sustainable public access to the City's valuable open spaces, including the coastline and beaches.

Data collection activities will also require technical support from a qualified consulting firm. To adequately consider the potential effects of climate change on the proposed TMP and ensure a sustainable Citywide trail system, multiple collections of data will be gathered in consultation with experts experienced in climate change resiliency planning to identify areas expected to be at the greatest risk from climate change impacts. This data will be collected from publicly available sources, but if there are gaps in publicly available data or it's deemed insufficient for this Project, the City will issue a contract to a consulting firm

EXHIBIT A

experienced in data collection and modeling to gather the environmental data needed to complete a thorough climate change impact analysis.

In addition to data collection work during this phase, the Project team will also begin coordinating regular outreach and engagement efforts to seek community input and feedback on trails and public access in the City that will serve as qualitative data in the Report. Outreach activities such as regional workshops, community popups, and door knocking campaigns will educate the public on the need for a Citywide TMP, the goals of the TMP, and how this will affect their communities in the future. These events will also help the City gather input on how the community utilizes the existing trail system and how it can be improved. This input is essential for setting the stage for an equitable, Citywide TMP.

Once data collection is complete, the Planning Department, with the support of a consulting team, will prepare the draft Report. When the first draft is available, the Planning Department will distribute copies of the draft to the CCC, every partner on the Project, and it will be made publicly available on the Planning Department's website. Stakeholders who served in a volunteer capacity on the Project will be invited to review and comment on the report. The Planning Department will seek feedback on the first draft from all these parties, and once received, comments will be addressed in a letter sent to commenters from the Planning Department. Following the incorporation of comments and suggested edits, the Report will be finalized. A final copy of the Report will be provided to the CCC, all project partners, and all stakeholders who contributed to the Project, as well as published on the Planning Department's website. The Planning Department will continue gathering comments from the public on the report through the duration of the TMP development.

Before the end of the grant term, the COSD will propose amendments to community plans to update policies related to equitable multimodal access to the coast and other open spaces throughout the City. This effort will propose new policies in the community plans and updated policies to the LCPs established in the City's coastal community plans to highlight the new goals and vision encompassed by the TMP and other COSD equitable planning initiatives. At a minimum, the Report will be cited in the proposed LCP amendment language as a source of information to guide the implementation of new policies as it relates to trail planning and development. The COSD will work in coordination with the CCC to draft the proposed policy amendment prior to bringing the amendments forward to the City Council for consideration and eventual submittal to the CCC for approval and adoption.

B. TASKS

Task 1. Initial Outreach and Network Formation is the first step and will include engaging with key stakeholders and organizing a project team to kick off the project. The City's Planning Department staff will be the primary entity overseeing the implementation of this project.

EXHIBIT A

- **Task 1.1 - Identify project stakeholders** begins with information-gathering by the Planning Department and its existing network. Together, this team will brainstorm, research, and consolidate a list of all possible stakeholders who may be interested in contributing to the development of the Report. Currently, COSD has identified several organizations with a stake in the trails system, and this list will grow as additional outreach is conducted. A list of potential stakeholders is included below:

Casa Familiar
Climate Action Campaign
Environmental Health Coalition
Mid-City CAN (Community Advocacy Network)
San Diego Urban Sustainability Coalition (SDUSC)
The Greenlining Institute
Eastern Area Community Planning Group
Southeastern San Diego Planning Group
Chollas Valley Planning Group
Black Girls Hike
Friends of Rose Canyon
Friends of Balboa Park
Friends of Los Penasquitos Canyon
Friends of Tecolote Canyon
Mission Trails Regional Park Foundation
Environmental Center of San Diego
Los Penasquitos Lagoon Foundation
San Dieguito River Park Joint Powers Authority
Groundwork San Diego
Outdoor Outreach
San Diego Canyonlands
San Diego Coastkeeper
Sierra Club
Bayview Community Development Corporation
City Heights Community Development Corporation
Bike San Diego
Chollas Creek Coalition
Latinos Outdoors
San Diego Audubon Society
San Diego Mountain Biking Association
Kumeyaay Diegueno Land Conservancy (KDLC)
The Surfrider Foundation
Outdoor Afro
San Diego Foundation
Environmental Center of San Diego (ECO)
Disabled Hikers

- **Task 1.2 - Recruit stakeholders, partners, and collaborators** through calls, emails, and face-to-face meetings. COSD will prioritize and target networks that support diversity in the region such as Outdoors Outreach as well as neighborhood leadership.

- **Task 1.3 - Convene a project team to kick off the Project** by orienting the group to the Project goals, collectively determining strategies for outreach and engagement, setting the course and timeline for interactions, and vetting priorities through the group. COSD will lead this kickoff meeting alongside any collaborators that have volunteered for a heightened role in the Project.

- **DELIVERABLES:** By November 29, 2023, COSD will have completed:
    - Established commitments from the three project partners and network of stakeholders.
    - Project team rosters with corresponding roles and identified geographic leads.
    - A community outreach timeline and engagement strategy

EXHIBIT A

Task 2. Community engagement and data collection is essential to conducting a thorough qualitative and quantitative analysis to effectively inform the TMP and advance the goals of the PMP.

- **Task 2.1 - Conduct Neighborhood Outreach** concurrently with the existing trail field survey. Information flyers for the Project will be posted at surveyed trailheads if feasible, and door hangers with project information will also be left at residences surrounding trail entrances and points of public access to bring awareness to the Project and inform residents of ways they can get involved. Face-to-face interactions will also be encouraged during the field survey by engaging with trail users and community members who are curious about the survey work. COSD staff and project volunteers from Task 1 will conduct this neighborhood-centered interaction.

- **Task 2.2 - Participate in and/or schedule community events** by coordinating with community organizations, participating in existing community events (like markets and festivals), and planning additional engagement opportunities like popup events at popular spaces within the community. Coordinating with community organizations in every region within the City and consulting with experts experienced in developing creative strategies for engaging with historically underrepresented communities will be critical to ensuring the future TMP is equitable.

- **Task 2.3- Data collection will include both qualitative and quantitative data.** The first data collection activity that will be initiated is the field survey of the existing City trails. City staff including park rangers, biologists, and planners will accompany pairs of volunteers to survey and document existing trail conditions using GPS software. The qualitative dataset will be composed of the field survey results, feedback from the communities, and input from the Project team including the stakeholder network. The quantitative dataset will be composed of environmental impact data on the future trail system, existing trail condition and usage data, and the field survey results. The entire Project team will be involved in completing this task.

- **DELIVERABLES:** By July 1, 2024, COSD will have hosted at least 18 in-person community engagement events and at least one additional targeted popup event within at-risk communities, in addition to the following:
    - Data collection that includes both qualitative and quantitative data to inform and equitable and sustainable TMP.
    - A community engagement summary report of recommendations and issues to consider.
    - Complete field survey and dissemination of Project information, purpose, and goals to neighborhoods within the field survey study area.

EXHIBIT A

Task 3. Drafting and finalizing the Report will inform the future COSD's Citywide TMP and will be incorporated into future community plan/LCP updates. Finalization of the Report will not be completed until stakeholder comments are received. The report will discuss the community engagement and climate change vulnerability/resilience findings gathered in Task 2.

- **Task 3.1 - Create a first draft of the Report** in accordance with the conversations and input received from community engagement activities and field work performed in tasks 2 and 3.1. Support from technical consultants will be needed to draft the Report with input from COSD and the Project team.

- **Task 3.2 - Gather comments on the first draft of the Report** by maintaining open lines of communication with stakeholder groups and hosting discussion meetings with the Project team. The first draft of the Report will also be provided to the CCC for review. COSD will host at least one virtual meeting with CCC staff to gather input and feedback on the draft report. COSD will oversee the collection of comments and will compile summaries of different comments that will inform revisions.

- **Task 3.3 - Revise and release the final Report** to project team members, stakeholders, and the CCC. The Report will also be published on the Planning Department's website and will be presented to the City Council's subcommittees as an information item to maintain opportunities for public input.

- **DELIVERABLES:** Report drafts will be prepared by the deadlines below:

    - The first draft of the Report will be prepared by July 1, 2024
    - The final draft of the Report will be completed by September 30, 2024.

Task 4. Coordination with CCC staff during the development of the TMP. COSD will be developing the Trails Master Plan using funding from a separate grant. That project includes its own separate set of tasks and outreach processes. However, as part of this CCC-funded project, COSD staff will meet with CCC staff a minimum of two times during the development of the TMP to ensure that goals, projects, etc. identified in the TMP are consistent with Coastal Act requirements and will lead to successful development and adoption of a proposed LCP amendment (Task 5).

- **DELIVERABLES:** completion of a minimum of two coordination meetings with CCC staff during the development of the TMP.

Task 5. Amend Community Plans and Update LCP Policies by drafting new policy language and revised trail figures that promote implementation of the goals outlined in the TMP that were

EXHIBIT A

guided by the findings of the Report. The CCC will have an opportunity to review and comment on the draft policy language before it's brought to the City Council for approval and adoption which will amend the community plans.

- **DELIVERABLES:** It's expected that the new policies will be brought to the City Council for approval and adoption by June 30, 2027.
    - Draft LCP policy language by November 30, 2026
    - Revised/Final policy language for City Council hearing by June 30, 2027
    - Submittal of locally adopted LCP language to the Coastal Commission by August 1, 2027

C. SCHEDULE

Project start/end dates:

Task 1. Initial Outreach and Network Formation		**Start Date**	**End Date**
1.1 Identify project stakeholders		10/16/2023	10/30/2023
1.2 Recruit stakeholders, partners, and collaborators		10/30/2023	11/13/2023
1.3 Project kickoff		11/13/2023	11/29/2023
Outcome/Deliverables:			
	A. Established commitments with 3 project partners and network of stakeholder	11/13/2023	
	B. Project team rosters with corresponding roles and identified geographic leads	11/29/2023	
	C. Community outreach timeline and engagement strategy	11/29/2023	
Task 2. Community engagement and data collection		**Start Date**	**End Date**
2.1 Conduct neighborhood outreach		11/13/2023	1/15/2023
2.2 Participate in and/or schedule community events		11/13/2023	7/1/2024
2.3 Data collection		11/13/2023	7/1/2024
Outcome/Deliverables:			
	D. Data compilation including qualitative and quantitative data	7/1/2024	
	E. Community engagement summary report following the participation in at least 18 outreach events		
	F. Complete field survey and dissemination of project information to neighborhoods		
Task 3. Drafting and finalizing the Report		**Start Date**	**End Date**
3.1 Create a first draft of the Report		3/15/2024	7/1/2024
3.2 Gather comments on the first draft of the Report		7/1/2024	8/3/2024
3.3 Revise and release the final Report		8/3/2024	9/30/2024
Outcome/Deliverables:			
	G. First draft of the Report	7/1/2024	
	H. Final draft of the Report	9/30/2024	
Task 4. Coordination with CCC staff during TMP development		**8/31/2024**	**6/30/2026**

EXHIBIT A

Outcome/Deliverables:			
	I. Meeting 1 with CCC staff on TMP	~February 2025	
	J. Meeting 2 with CCC staff on TMP	~February 2026	
Task 5. Amend Community Plans and Update LCP Policies		**6/30/2026**	**8/1/2027**
Outcome/Deliverables:			
	K. Draft LCP language	11/30/2026	
	L. Revised/Final LCP language for City Council	6/30/2027	
	M. Submittal of adopted LCP language to CCC	8/1/2027	

D. BENCHMARK SCHEDULE

BENCHMARK	ACTIVITY	COMPLETION DATE
1	Initial outreach and network formation	11/29/2023
2	Community engagement and data collection	7/1/2024
3	Complete a first draft of the Report and address feedback and comments	8/3/2024
4	Finalize and distribute the Report	9/30/2024
5	Amend Community Plans and Update LCP Policies	8/1/2027

EXHIBIT A1

DEFINITIONS

1. The term “Agreement”; this Grant Agreement.

2. The term “Budget Act”; the annual enacted version of the Budget Bill which makes appropriations for the support of the government of the State of California.

3. The term “Chief Deputy Director”; the Chief Deputy Director of the Commission.

4. The terms “Commission” or “Coastal Commission” and the acronym “CCC” all refer to the California Coastal Commission.

5. The term “Executive Director”; the Executive Director of the Commission.

6. The term “Grant” or “Grant Funds”; in the case of LCP grants, the money provided by the California Climate Investments program or, in the case of Public Education grants, sales and renewals of the WHALE TAIL® Specialty License Plate, or California’s Voluntary Tax Check-Off Program, or General Fund/Local Assistance, and administered by the Coastal Commission to the Grantee pursuant to this Agreement.

7. The term “Grant Manager”; the representative of the Commission with authorization per the Executive Director to administer and provide oversight of the Grant.

8. The term "Grantee"; an applicant who has a signed agreement for Grant Funds.

9. The term "Project"; the activity described under the Scope of Work, attached as EXHIBIT A, to be accomplished with Grant Funds.

10. The term “Project Budget”; the Commission approved cost estimate submitted to the Commission’s Grant Manager for the Project. The Project Budget shall describe all labor and material costs of completing each component of the Project. The Project Budget shall contain itemized amounts permissible for each item or task described in the Scope of Work. The Project Budget must include the set administrative and indirect costs agreed upon by the Parties if applicable.

11. The term “Public Agency”; any State of California department or agency, a county, city, public district or public agency formed under California law.

12. The term “Scope of Work” refers to EXHIBIT A, including the approved Project Description, Tasks, and Schedules.

13. The term “Termination Date”; the date by which all activity for the project must be concluded, as specified in the signature page of this Agreement. Work performed after this date cannot be reimbursed.

EXHIBIT B

BUDGET

Jurisdiction Name	*CCC Grant Total*	*Match/Other Funds*	*Total*
LABOR COSTS			
City Staff Labor			
Task 1 – Initial Outreach and Network Formation	$19,654.00	$38,472.00	$58,126.00
Task 2 – Community engagement and data collection	$49,134.00	$96,180.00	$145,314.00
Task 3 – Draft and finalize Report	$29,480.00	$57,709.00	$87,189.00
Task 4- Coordination w/ CCC Staff During TMP Development	-	$11,925.60	11,925.60
Total Labor Costs	**$98,268.00**	**$204,286.60**	**$302,554.60**
DIRECT COSTS			
Project Supplies			
Stationary materials for door hangers, informational flyers, fact sheets, and other as-needed stationary and incidental meetings supplies	$10,000.00	-	$10,000.00
Field survey equipment	$12,885.00	-	$12,885.00
Total	**$22,885.00**	**-**	**$22,885.00**
Travel In State			
Mileage	-	$2,520.00	$2,520.00
Transportation stipends for community members	$2,000.00	-	$2,000.00
Total	**$2,000.00**	**$2,520.00**	**$4,520.00**
Consultants and Partners			
Task 1: Initial Outreach and Network Formation	$21,000.00	-	**$21,000.00**
Task 2: Community Engagement and Data Collection	$325,000.00	-	**$325,000.00**
Task 3: Draft and Finalize Report	$30,000.00	-	**$30,000.00**
Total	**$376,000.00**	**-**	**$376,000.00**
Grand total	**$499,153.00**	**$206,806.60**	**$705,959.60**

EXHIBIT B1

BUDGET DETAIL AND PAYMENT PROVISIONS
(Local Coastal Programs)

1. **Request for Funds**

A. For performance of activities satisfactorily rendered during the term of this Agreement (as specified in EXHIBITS A and B), and upon receipt and approval of the Request for Funds Form described below (also referred to as the "RFF Form"), the Commission agrees to reimburse Grantee for actual expenditures incurred in accordance with the rates specified herein or attached hereto.

B. Grantee shall submit each RFF form no more frequently than monthly (except as requested by the Commission) but no less frequently than quarterly (assuming activity occurred within that quarter) in arrears via email to your LCP grant coordinator or mailed in triplicate to:

California Coastal Commission
Attn: Mary Matella
Statewide Planning Division
455 Market St. Suite 300
San Francisco, CA 94105

C. Each RFF form shall contain the following information:

1. Grantee's name and address as shown in this Agreement.
2. Invoice number and date of the RFF
3. Time period covered by the RFF form during which work was actually done.
4. Agreement number as shown on this Agreement.
5. Original signature of the Grantee, specifically the Project Representative, as identified in EXHIBIT A.
6. Itemized costs by tasks and source of funds as listed in the Scope of Work for the billing period in the same or greater level of detail as indicated in the Project Budget (see EXHIBIT B), with supporting documentation. Only those costs and/or cost categories expressly identified in this Agreement may be reimbursed.
7. Remaining balance listed by task number from the Scope of Work including the cumulative expenditures to date, the expenditures during the reporting period, and the unexpended balance of funds under this Agreement.
8. The total amount of all other funds, including matching funds, under the Grantee Matching Funds section of the RFF.

EXHIBIT B1

D. Attached to the RFF form, the Grantee shall submit a supporting progress report summarizing the work that was completed during the invoice period and the current status of the work for which disbursement is sought, including work by any consultant, and comparing it to the status required by the Scope of Work (budget, timeline, tasks, etc.). Progress reports must be submitted no less frequently than on a quarterly basis, even if an RFF is not submitted.

E. Notwithstanding the foregoing, the Grant Manager of the Commission may request, and the Grantee shall provide, receipts or other source documents for any other direct expenditure or cost as described in the RFF form, as and when necessary to resolve any issue concerning reimbursement.

F. The Grantee's failure to fully execute and submit a RFF form, including attachment of supporting documents, may relieve the Commission of its obligation to disburse funds to the Grantee unless and until the Grantee corrects all deficiencies.

G. Any RFF form that is submitted without the required itemization and documentation will be considered "disputed" and will not be authorized. If the RFF form package is incomplete, inadequate or inaccurate, the Commission will inform the Grantee and will withhold payment until all required information is received or corrected. In the case of non-compliance, the Commission will issue a formal Invoice Dispute Notification [STD (209)] and take necessary action in resolving any disputed matter(s). Any penalties imposed on the Grantee by a consultant, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.

H. Grant Funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the Commission must occur within the term of the Grant Agreement and before the Termination Date.

I. The Grantee shall expend Grant Funds in the manner described in the Scope of Work and Project Budget approved by the State. Expenditure on items contained in the approved Project Budget may vary by as much as ten percent with prior approval by the Commission Grant Manager, provided the grantee first submits a revised Project Budget for the purpose of amending the Project Budget. In any event, the total amount of the Grant Funds may not be increased, except by written amendment to this agreement and only if approved by the Commission.

2. **Budget Contingency Clause**

A. It is mutually agreed that if the final Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the Grant Program, this Agreement shall be of no further force and

EXHIBIT B1

effect, and the Commission shall have no liability to pay any funds whatsoever to Grantee or to furnish any other consideration under this Agreement and Grantee shall not be obligated to continue performance under the provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Grant Program, the Commission shall have the option at its sole discretion to either cancel this Agreement with no liability accruing to the Commission or enter into an agreement amendment with Grantee to reflect the reduced amount.

3. **Prompt Payment Clause**

Payment will be made no later than 45 days following receipt of properly submitted, undisputed invoices except as otherwise set forth in, and in each case in accordance with, the California Prompt Payment Act, Government Code section 927, et seq.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the California Coastal Commission. Grantee may not commence performance until such approval has been obtained.

2. AMENDMENTS: This Agreement may only be amended by mutual agreement in writing between Grantee and the Commission. Any request by the Grantee for an amendment must state the amendment request and reason for the request and shall be submitted in writing, such as by email or letter. The Grantee shall strive to make requests immediately upon discovering that an amendment may be needed. No oral understanding or agreement not incorporated into the Agreement in writing is binding on the parties.

   Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Scope of Work (EXHIBIT A) and Project Budget (EXHIBIT B) approved by the Commission. In any event, the total amount of the Grant Funds may not be modified, except by written amendment to this Agreement. Any subsequent changes or additions to the Scope of Work and Project Budget approved by the Commission in writing are hereby incorporated by reference to this Agreement as though set forth in full in this Agreement. Changes to the grant term and/or the total amount of Grant Funds will require a formal amendment, while changes to Scope of Work (EXHIBIT A) and the Project Budget (EXHIBIT B) may be done through an informal amendment, found in EXHIBIT F.

3. ASSIGNMENT: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the Commission in the form of a formal or informal written amendment.

4. INDEMNIFICATION: Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all consultants, subconsultants, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

5. DISPUTES: Grantee shall continue with the responsibilities under this Agreement during any dispute.

6. NO CREATION OF AGENT RELATIONSHIP*:* Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C

7. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Grantee and its consultants, subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40*),* marital status, and denial of family care leave. Grantee and consultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and consultants shall comply with the provision*s* of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its consultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

   Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

8. CERTIFICATION CLAUSES: The GRANTEE CERTIFICATION CLAUSES contained in the document GCC-1/2019 are hereby incorporated by reference and made a part of this Agreement (EXHIBIT E) by this reference as if attached hereto.

9. TIMELINESS: Time is of the essence in this Agreement.

10. COMPENSATION: The consideration to be paid Grantee, as provided herein, shall be in compensation for all of Grantee's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

11. GOVERNING LAW: This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

12. ANTITRUST CLAIMS: The Grantee by signing this agreement hereby certifies that if services or goods are obtained through a public purchase by means of a competitive bid, the Grantee shall comply with the requirements of the Government Codes Sections set out below.

    a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

13. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

a. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

EXHIBIT C

b. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

14. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

15. PRIORITY HIRING CONSIDERATIONS: If this Agreement includes services in excess of $200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

16. AUDIT REQUIREMENTS AND FINANCIAL RECORDKEEPING: Commission projects are subject to audit by the State annually and for three (3) years following the payment of Grant Funds. Accordingly, Grantee shall maintain orderly, accurate and complete documents and records of all financial accounts, costs, disbursements, receipts and other matters relating to this Agreement consistent with the policies outlined in EXHIBIT C, hereto, for the Project and shall make them available to the State or the Commission for auditing, inspecting and copying at reasonable times. Grantee agrees to allow the auditor(s) to interview any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896). Grantee shall also retain such documents and records for three (3) years after final payment and one (1) year following an audit unless a longer period of records retention is stipulated. The documents for audit should be retained onsite.

Grantee shall use applicable Generally Accepted Accounting Principles published by the American Institute of Certified Public Accountants.

If Grantee stated in the Project Budget that other sources of funding will be used to complete the Project, the Grantee shall establish internal systems to track expenditures of matching or in-kind funds on a regular basis and will make the documentation available to the Commission upon request.

EXHIBIT D

Special Terms and Conditions

1. PROJECT EXECUTION:

   A. Grantee shall complete the Project before the Termination Date.

   B. Subject to the availability of funds, the Commission hereby grants to the Grantee the sum $499,153.00 (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.

   C. Prior to the commencement of any Project work, Grantee agrees to submit in writing to the Commission for prior approval any deviation from the original Scope of Work pursuant to EXHIBIT A and the Project Budget pursuant to EXHIBIT B. Changes in the Scope of Work or Project Budget must continue to ensure timely and effective completion of the Project, including where applicable a new or updated Local Coastal Program for certification by the Commission. Any modification or alteration in the Scope of Work or Project Budget on file with the Commission must be submitted to the Commission for approval. Changes to the Scope of Work or Project Budget shall require an amendment to this Agreement (see “Amendments” under EXHIBIT C).

   D. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.

   E. As applicable, Grantee shall ensure that Project work excludes any and all Project work that was funded through previously awarded grants or the matching funds identified through previously awarded grants so as to ensure that current grant funding is not duplicative of previous grant funding. Such grants include, but are not limited to, WHALE TAIL® Grants, grants previously awarded by the Coastal Commission, grants awarded by the Ocean Protection Council as well as grants awarded by the State Coastal Conservancy.

   F. Final invoicing shall be submitted promptly following the termination date of the grant or upon a date mutually agreed upon by the Grantee and the Grant Manager.

   G. Grantee certifies that the Project does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, the California Coastal Act, health and safety codes, and disabled access laws.

EXHIBIT D

2. POTENTIAL CONSULTANTS/CONTRACTORS

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Commission and any consultants, and no contract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible for the acts and omissions of its consultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its consultants is an independent obligation from the Commission's obligation to make payments to the Grantee. As a result, the Commission shall have no obligation to pay or to enforce the payments of any moneys to any consultants.

The Grantee agrees to include in any agreement with any consultant and/or subconsultant under the Grant Project terms that preserve the rights, interests, and obligations for the benefit of the Commission and its funding sources as described in EXHIBIT C ("General Terms and Conditions") and EXHIBIT D/D1/D2 ("Special Terms and Conditions") of this Grant Agreement.

If all or any part of the Project to be funded under this Agreement will be performed by third parties under contract with the Grantee, prior to executing an agreement for services, the Grantee shall inform the Grant Manager of the selection of the third party.

Grantees seeking subcontractors under this Agreement to perform any services exceeding the cost of $10,000.00 shall select those contractors pursuant to a process that seeks three competitive quotations or adequate justification for the absence of bidding.

All consultants and subcontractors are subject to all terms and conditions of this agreement in accordance with the California State Contracting Manual. Consultants seeking travel reimbursement see "Travel Reimbursement" clause below.

3. TRAVEL REIMBURSEMENT

The Commission will reimburse travel and related expenses at actual costs not to exceed the State rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations. Grantees may seek reimbursement for any travel expenses that are in excess of these state rates, but only if the Grantee has received *prior* written approval of the Commission's Chief Deputy Director or his/her designee permitting the expenses in excess of state rates on the basis that state rates were not reasonably available. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented state employees as of the date the cost is incurred. Receipts will be required for all travel related reimbursements. All travel costs are inclusive within the budgeted amount referenced in this Agreement. Grantees shall ensure that travel and related expenses, including Grantee's consultant and subconsultant travel and related

EXHIBIT D

expenses, submitted to the Commission for reimbursement, do not exceed the State rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations, unless prior written approval permitting the expenses to be in excess of state rates was obtained, as noted above.

4. PROPERTY PURCHASED

The Grantee agrees to continue using property purchased under this Agreement for the purposes outlined in this Agreement or similar activities until it is fully consumed (*i.e.*, is either fully distributed, damaged, worn-out, or becomes obsolete).

Grantees shall receive prior authorization in writing by the Commission before reimbursement for any purchase order or subcontract exceeding $10,000.00 for any articles, supplies, equipment, or services. The contractor shall provide in the request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost and the reasonableness of the price or cost.

5. SETTLEMENT OF DISPUTES

If the Grantee believes that there is a dispute or grievance between Grantee and the Commission arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue with the Commission's Grant Manager. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

If the issue cannot be resolved directly with the Grant Manager, the Grantee shall submit, in writing, a grievance report together with any evidence to the Chief Deputy Director of the Commission. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) days after receipt of the grievance report, the Chief Deputy Director, or his/her designee, shall meet in person or via phone with the Grantee and the Grant Manager for purposes of resolving the dispute. The decision of the Chief Deputy Director following such a meeting shall be final.

6. WAIVER AND RELEASE

Grantee hereby waives all claims and recourses against the Commission, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except for claims for reimbursement of costs due under this Agreement, recovery of which shall be limited to the total amount properly incurred hereunder and in no event exceed the total amount of Grant Funds provided for hereunder. Grantee acknowledges that it is solely responsible for its compliance with the terms of this Agreement.

EXHIBIT D

7. REALLOCATION OF FUNDS

If Grantee fails to meet the performance criteria and/or Benchmarks in this Agreement, the Executive Director or his designee may immediately upon written notice cancel this Agreement or request to amend the Agreement, and as feasible, re-allocate any unspent funds to one or more of the other approved Grantees that needs additional funding or whose grant was not fully funded.

Should a Grantee not need the full amount of funds awarded by the Commission, they shall notify the Grant Manager as soon as possible so that any remaining allocated but unspent funds may be redistributed, as feasible. In addition, should Grantee fail to enter into an agreement necessary for its performance hereunder in a timely manner, the Executive Director or his designee may, upon Commission approval, reallocate funds to supplement an already awarded grant.

8. SURVIVAL

The obligations in the "INDEMNIFICATION" and "AUDIT REQUIREMENTS AND FINANCIAL RECORDKEEPING "clauses of the General Terms and Conditions (EXHIBIT C), and in the "ACKNOWLEDGMENT" and "WORK PRODUCT" clauses in the Special Terms and Conditions (EXHIBIT D1), as well as any other provisions in this Agreement that by their nature are intended to survive termination or expiration, shall survive the termination of this Agreement.

9. WAIVERS GENERALLY

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different or subsequent breach by either party.

10. EXECUTIVE DIRECTOR'S DESIGNEE

The Executive Director shall designate a Commission staff Grant Manager who shall have authority to act on behalf of the Executive Director with respect to this Agreement. Grantee shall be notified of such designation in writing.

EXHIBIT D1

Local Coastal Program (LCP) Terms and Conditions

Definitions

1. The term "Benchmark"; specific tasks or project deliverables identified in the Scope of Work as approved by the Commission.

2. The term "Disadvantaged Community" refers to communities identified by the California Environmental Protection Agency as the top 25% most impacted census tracts in CalEnviroScreen 4.0, a screening tool used to help identify communities disproportionally burdened by multiple sources of pollution and with population characteristics that make them more sensitive to pollution.

3. The term "General Fund" or the acronym "GF" all refer to the General Fund.

4. The term "LCP" refers to Local Coastal Program.

5. The term "Local Coastal Program Local Assistance Grant Program" refers to the Coastal Commission's grant program to support local governments in planning for sea level rise and climate change, and developing new or updating existing Local Coastal Programs (LCP), consistent with the California Coastal Act. *CA Code of Reg. Title 14 Division 5.5 Ch. 8 Sub. 2*

6. The term "Low-Income Community" refers to communities and households that are found within census tracts and households, respectively, that are either at or below 80 percent of the statewide median income, or at or below the threshold designated as low-income by the California Department of Housing and Community Development's adopted list of state income limits.

7. The term "Materials"; all data, plans, drawings, specifications, surveys, studies, and other written or graphic work produced in the performance of this Agreement and are identified as "deliverables" in the Scope of Work of this Grant Agreement.

8. The term "Other Sources of Funds"; cash or in-kind contributions that are required or used to complete the Project beyond the Grant Funds provided by this Agreement.

9. The term "Pooled Money Investment Account" (PMIA) refers to the account through which the State Treasurer invests taxpayers' money to manage the State's cash flow and strengthen the financial security of local governmental entities. The rate of interest earned on the Pooled Money Investment Account serves as a benchmark for setting interest rates in several provisions of state law, and is the rate that is used for purposes of this Agreement. *GC Title 2. Government of the Statute of CA [8000-22980], Division 4. Fiscal Affairs [16100-1777], Part 2. State Funds [16300-16649.95], Ch. 1.16314*

EXHIBIT D1

10. The term “Request for Funds Form” or “RFF Form”; the form that will be submitted requesting payment and which is described in EXHIBIT B1.

11. The term “Round 1” refers to the Commission’s first round of LCP grant funding that commenced in Fiscal Year 2013-2014 under the Local Coastal Program Local Assistance Grant Program.

12. The term “Round 2” refers to the Commission’s second round of LCP grant funding that commenced in Fiscal Year 2014-2015 under the Local Coastal Program Local Assistance Grant Program.

13. The term “Round 3” refers to the Commission’s third round of LCP grant funding that commenced in Fiscal Year 2016-2017 under the Local Coastal Program Local Assistance Grant Program.

14. The term “Round 4” refers to the Commission’s fourth round of LCP grant funding that commenced in Fiscal Year 2017-2018 under the Local Coastal Program Local Assistance Grant Program.

15. The term “Round 5” refers to the Commission’s fifth round of LCP grant funding that commenced in Fiscal Year 2018-2019 under the Local Coastal Program Local Assistance Grant Program.

16. The term “Round 6” refers to the Commission’s sixth round of LCP grant funding that commenced in Fiscal Year 2019-2020 under the Local Coastal Program Local Assistance Grant Program.

17. The term “Round 7” refers to the Commission’s seventh round of LCP grant funding that commenced in Fiscal Year 2021-2022 under the Local Coastal Program Local Assistance Grant Program.

18. The term “Round 8” refers to the Commission’s eighth round of LCP grant funding that commenced in Fiscal Year 2022-2023 under the Local Coastal Program Local Assistance Grant Program.

19. The term “Sea Level Rise Guidance” refers to the Coastal Commission’s Sea Level Rise Policy Guidance document adopted in August 2015 and updated in 2018. The document provides an overview of best available science on sea level rise for California and recommended steps for addressing sea level rise in Coastal Commission planning and regulatory actions under the Coastal Act.

EXHIBIT D1

LCP Terms and Conditions

1. PURPOSE OF GRANT FUNDING

Grant funds shall be used to fulfill the goals of the California Climate Investments program, including planning for strategies to reduce greenhouse gas emissions, adapt to the impacts of climate change, and maximize benefits to disadvantaged and low-income communities.

2. ACKNOWLEDGEMENT

In order to acknowledge the Commission's support of the project, the Commission's name and logo shall be included in a prominent location in all materials related to the LCP Grant Project, including, but not limited to: Grantee reports or website postings about the grant program; draft and final work products, such as vulnerability assessments, adaptation plans, land use plans and implementation plans; and public outreach-related materials, including workshop announcements, press releases, contacts with the media, signage, invitations, and other media-related and public outreach products. Less formal materials, such as stakeholder participation rosters and outreach agendas, do not need to include acknowledgement of Commission support. The Grantee shall include in any agreement with any consultant or subconsultant under the LCP Grant Program terms that preserve the rights, interests, and obligations created by this section, and that identify the Commission as third-party beneficiaries of those provisions. The Commission shall have the right to republish any material generated as a result of this Agreement.

3. WORK PRODUCT

It shall be the Commission's Grant Manager's sole determination as to whether grant materials (*i.e.*, project deliverables in Scope of Work) have been successfully completed and are acceptable to the Commission. The Commission reserves the right to withhold reimbursement under the REIMBURSEMENT clause for materials deemed incomplete or substandard. For materials that constitute LCPs, including Land Use Plans and Implementation Plans, the standard of review in determining whether a LCP is successfully completed and acceptable as a work product under the Scope of Work of this Grant Agreement, is the Coastal Act.

The Grantee agrees that all materials are subject to the unqualified and unconditional rights of the Commission as set forth in this section. The Commission shall have the right to reproduce, publish, display and make derivative use all such work, or any part thereof, free of charge in any manner and for any purposes whatsoever and to authorize others to do so. If any of the work material is subject to copyright, trademark, service mark, or patent, the Commission is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of

EXHIBIT D1

derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

Grantee agrees that it shall use the materials developed with Grant Funds only for the purpose for which the Grant Funds were requested and no other use of the materials shall be permitted (including use of the work produced under this Agreement for any profit-making venture, or the sale or grant of rights thereto for that purpose) except as otherwise agreed to in an Amendment.

Grantee must certify the materials developed with Grant Funds under this Agreement shall remain available for public request. This Agreement shall not prevent the transfer of the materials from the Grantee to a Public Agency if the successor Public Agency assumes the obligations imposed by this Agreement.

If the use of the materials is changed to a use that is not permitted by the Agreement, or if the materials are sold or otherwise disposed of, at the Commission's sole discretion, an amount equal to (1) the total amount of the Grant Funds, or (2) the proceeds from the sale or other disposition, whichever is greater, shall be promptly reimbursed to the Commission by Grantee.

The Grantee agrees to include in any agreement with any consultant and/or subconsultant under the Grant Project terms that preserve the rights, interests, and obligations created by this section, and that identify the Commission as a third-party beneficiary of those provisions.

Commission staff will be available to support the development of the Project through regular coordination and assistance. Commission staff support includes regular coordination meetings, timely review of reports, and participation in stakeholder advisory groups, as feasible, to ensure timely and successful completion of the Project.

4. PUBLIC ENGAGEMENT and TRIBAL CONSULTATION

Public outreach shall target all interested members of the public, including visitors and other non-residents to the maximum extent feasible for the purpose of meaningful engagement in policy development, technical studies, and other tasks conducted pursuant to the grant Project. All public outreach activities related to the Project shall, to the maximum extent feasible, proactively engage those who already face disproportionate environmental burdens or vulnerabilities to environmental hazards, and/or those who come from communities of existing social inequalities, including members of the public and organizations from the following communities: disadvantaged communities, communities of color and/or low income, communities with low capacity to adapt to climate change, and communities not in close proximity to the shoreline but who visit and recreate there. Outreach activities shall seek to provide maximum opportunities for these groups to engage with and provide input on the tasks

EXHIBIT D1

of the Project. Grantees shall also seek to engage with California Native American Tribes in line with the Coastal Commission's Tribal Consultation Policy (adopted August 2018).

5. REIMBURSEMENT

Complete reimbursement of Task funds under this Agreement will be dependent upon successful completion of the Task deliverable(s) of this Agreement. Grantee agrees that up to 20% of each Task and the total Task Budget hereunder may not be reimbursable until each Task and all final Task deliverables have been completed, delivered by the Grantee to Commission Staff, and accepted by the Commission's Grant Manager.

6. DIGITAL AND PAPER SUBMITTAL OF MATERIALS

Prior to the Executive Director's determination and reporting of certification pursuant to Section 13544 of the California Code of Regulations of a grant-funded LCP project, grantees shall submit LCP documents and maps in both paper and editable digital format to the Coastal Commission.

7. INSURANCE

Throughout the term of this Agreement, for the life of any asset funded by the grant monies awarded pursuant to this Agreement, or for any period of project implementation after the termination date of this Agreement, the Grantee shall maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the Grantee or its agents, representatives, employees, volunteers, or consultants associated with the Project undertaken pursuant to this Agreement.

If the Grantee provides funds to any consultants to accomplish any of the work of this Agreement or provides grant funds to any contractor to carry out a project under this Agreement, the Grantee shall first enter into an agreement with each consultant requiring it to obtain and maintain liability and property-damage insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the consultant, or its agents, representatives, employees, or volunteers, associated with the project undertaken pursuant to this Agreement. As an alternative, with the written approval of the Executive Director, the consultant may satisfy the coverage required by this section in whole or in part through its participation in a "risk management" plan, self-insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section. Required insurance shall be maintained from the commencement date through the Termination Date of any work undertaken by the consultant under the approved Scope of Work.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

EXHIBIT D1

1. Insurance Services Office ("ISO") Commercial General Liability coverage (occurrence Form CG 0001) or ISO Comprehensive General Liability form (1973) or comparable with Broad Form Comprehensive General Liability endorsement.
2. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).
3. Workers' Compensation insurance as required by the Labor Code of the State of California.

B. Minimum Limits of Insurance. Grantee shall maintain coverage limits no less than:

1. General Liability: (Including operations, products and completed operations, as applicable)	$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this Agreement or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:	$1,000,000 per accident for bodily injury and property damage.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Director.

D. Required Provisions. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by certified mail, return receipt requested, has been given to the Executive Director. The general liability and automobile liability policies are to contain, or to be endorsed to contain, the following provisions:

1. The State of California, its officers, agents and employees are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Grantee; and with respect to liability arising out of work or operations performed by or on behalf of the Grantee including materials, parts or equipment furnished in connection with such work or operations.
2. For any claims related to this Agreement, the Grantee's insurance coverage shall be primary insurance with respect to the State of California, its officers, agents and employees.
3. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

EXHIBIT D1

E. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Commission and approved in writing by the Executive Director.

F. Verification of Coverage. The Grantee shall furnish the Grant Manager with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Grant Manager within 30 working days from the start date of the Grant Project. The Commission reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.

G. Premiums and Assessments. The Commission is not responsible for premiums and assessments on any insurance policy

8. COASTAL COMMISSION SEA LEVEL RISE GUIDANCE

Grantees shall use the Commission's Sea Level Rise Policy Guidance, Critical Infrastructure Guidance, Local Government Working Group Baseline SLR LCP policies, and other information to inform the development of sea level rise impact assessments, vulnerability assessments, and LCP Land Use Plan and Implementation Plan completion or updates.

9. VULNERABILITY ASSESSMENTS and ADAPTATION PLANNING

In addition to the general recommendations contained within the Commission's Sea Level Rise Policy Guidance, and unless otherwise provided in the Scope of Work of this Agreement, vulnerability assessment and adaptation planning work shall include: (1) analysis of storm and non-storm scenarios, including maximum daily and annual tidal inundation, (2) assessment of sea level rise vulnerability with and without key development that is currently vulnerable and/or protected by a revetment, such as Highway 1, railroad tracks, and/or a row of residences, (3) anticipated changes in beach width and other habitat areas under future sea level rise scenarios, (4) evaluation of the feasibility and effectiveness of various protection, accommodation, and retreat strategies, including nature-based adaptation strategies like living shorelines, sediment management, and beach nourishment,(5) evaluation of sea level rise vulnerability of existing and planned segments of the California Coastal Trail, (6) incorporation of the subject of environmental justice by, to the extent feasible, analyzing the differential impacts of sea level rise upon various demographics and community groups, and (7) consideration of the latest reports on sea level rise science and recommendations from the state of California, including Rising Seas in California (Griggs et al. 2017), the most recently adopted update to the State Sea-Level Rise Guidance, and the most recent version of the Safeguarding California Plan. Scenarios analyzed should include Medium-high Risk Aversion and Extreme Risk Aversion scenarios per the Commission's

EXHIBIT D1

Sea Level Rise Policy Guidance and the State Sea-Level Rise Guidance recommendations to aid in planning and understanding the worst-case scenario for projected time horizons.

10. COORDINATION OF SEA LEVEL RISE PLANNING WORK

Sea level rise work completed under the Local Coastal Grant Program shall be coordinated regionally to the extent feasible with other jurisdictions and entities working on sea level rise projects within the same county or broader regional area relevant for sea level rise adaptation, such as the watershed, littoral cell, or area with similar geologic characteristics. Entities working on sea level rise projects include, but are not limited to, the State Coastal Conservancy, the Ocean Protection Council, The Nature Conservancy, NOAA, and USGS. Coordination includes early coordination meetings among the different entities, sharing of technical analyses and lessons learned as well as consideration of regional adaptation policies, and development of LCP policies.

11. TERMINATION

Except as otherwise set forth in this Agreement, this Agreement may be terminated or suspended (a) by the Commission for any reason upon thirty (30) days prior written notice to the Grantee, (b) by Grantee for any reason upon thirty (30) days prior written notice to the Commission subject to the approval of the Commission in its sole discretion, and (c) immediately upon written notice by either party “for cause”. The term “for cause” shall mean that either the Grantee or the Commission fails to meet any material terms, conditions, and/or responsibilities of the Agreement.

In the event of a termination or suspension, the Grantee shall immediately stop work and take all reasonable measures to prevent further costs requiring reimbursement by the Commission. The Commission shall then only be responsible for any reasonable and non-terminable obligations incurred by the Grantee in the performance of this Agreement prior to the date of the notice to terminate or suspend, but not to exceed the balance of the total funds which remains unencumbered under this Agreement at the time of termination.

On or before the date of termination of this Agreement, whether terminated by the Grantee or the Commission, the Grantee shall provide the Commission with all work, material, data, information, and written, graphic or other work produced, developed or acquired under this Agreement (whether completed or partial), in appropriate, readily useable form.

The Grantee expressly agrees to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this Agreement.

EXHIBIT D1

The Grantee shall include in any agreement with any consultant retained for work under this Agreement a provision that entitles the Grantee to immediately suspend or terminate the agreement with the consultant for any reason on written notice.

Notwithstanding the foregoing, Grantee acknowledges (and waives any defense based on a claim) that monetary damages may not be an adequate remedy to redress a breach by Grantee hereunder and that a breach by Grantee hereunder may cause irreparable harm to the Commission. Accordingly, Grantee agrees that upon a breach of this Agreement by Grantee, the remedies of injunction, declaratory judgment and specific performance shall be available to the Commission.

EXHIBIT E

CERTIFICATION (GCC-1/2019)

The Grantee's signor CERTFIES UNDER PENALTY OF PERJURY that they are duly authorized to legally bind the Grantee to the clauses below. This certification is made under the laws of the State of California.

GRANTEE CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Grantee has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      1) the dangers of drug abuse in the workplace;
      2) the person's or organization's policy of maintaining a drug-free workplace;
      3) any available counseling, rehabilitation and employee assistance programs; and,
      4) penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      1) receive a copy of the company's drug-free workplace policy statement; and,
      2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the Coastal Commission determines that any of the following has occurred: (1) the Grantee has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Grantee certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Grantee within the immediately preceding two-year period because of Grantee's failure to comply with an order of a Federal court which orders Grantee to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

EXHIBIT E

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Grantee hereby certifies that Grantee will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

   Grantee agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

   Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Grantee hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

   a. All Grantees contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Grantee further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The Grantee agrees to cooperate fully in providing reasonable access to Grantee records, documents, agents or employees, or premises if reasonably required by authorized officials of the Coastal Commission, the Department of Industrial Relations, or the Department of Justice to determine Grantee compliance with the requirements under paragraph (a).

EXHIBIT E

7. DOMESTIC PARTNERS: For Grantee Agreements of $100,000 or more, Grantee certifies that the Grantee and/or its subcontractors/consultants are in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For Grantee Agreements of $100,000 or more, Grantee certifies that Grantee is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

   Current State Employees (Pub. Contract Code §10410)

   1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
   2) No officer or employee shall contract on his or her own behalf as an independent Grantee with any state agency to provide goods or services.

   Former State Employees (Pub. Contract Code §10411):

   1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the agreement while employed in any capacity by any state agency.
   2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

   If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (PCC 10420)

EXHIBIT E

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. GRANTEE NAME CHANGE: An amendment is required to change the Grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
   a. When agreements are to be performed in the state by corporations, the Coastal Commission will be verifying that the Grantee is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Grantee performing within the state not be subject to the franchise tax.
   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. The Coastal Commission will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Grantee shall not be*:* (1) in violation of any order or resolution not subject to review promulgated

EXHIBIT E

by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all Grantees that are not another state agency or other government entity.

EXHIBIT F

INFORMAL AMENDMENT

Amendment to _____

1. This amendment (the "Amendment") is made by _____ and _____, parties to the agreement _____ dated (the "Agreement").

2. As of _*(date)*_, the Agreement is amended as follows:
_____

3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

Signed and Agreed:

Representative of _____

By: _____
Printed Name: _____
Title: _____
Dated: _____

Representative of Coastal Commission:

By: _____
Printed Name: _____
Title: _____
Dated: _____

RFP ITEM
2.3

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:

Solicitation 10090174-25-D
As-Needed Multi-Disciplinary Consultant Services for the City Planning Department

B. BIDDER/PROPOSER INFORMATION:

Wallace Roberts & Todd, LLC		WRT	
Legal Name		DBA	
120 2nd Street, 3rd Floor	San Francisco	CA	94105
Street Address	City	State	Zip
Peter Winch, Principal	(415) 882-7853		
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.

John R. Gibbs, ASLA, LEED AP	Principal
Name	Title/Position
Piedmont, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
11.23%	
Interest in the transaction	

Peter Winch, AICP	Principal
Name	Title/Position
San Francisco, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
0%	
Interest in the transaction	

Cristina Bejarano, AICP, ASLA, LEED AP	Senior Associate
Name	Title/Position
San Francisco, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
0%	
Interest in the transaction	

Matthew Taecker	Senior Associate
Name	Title/Position
San Francisco, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
0%	
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: _____ State of incorporation: _____

List corporation's current officers: President: _____
Vice Pres: _____
Secretary: _____
Treasurer: _____

Type of corporation: C ☐ Subchapter S ☐

Is the corporation authorized to do business in California: ☐ Yes ☐ No

If Yes, after what date: _____

Is your firm a publicly traded corporation? ☐ Yes ☐ No

If Yes, how and where is the stock traded? _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

_____
_____
_____
_____

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? ☐ Yes ☐ No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	$_____
		Book	$_____
		Market	$_____

Limited Liability Company Date formed: 12/10/1963 State of formation: Pennsylvania

List the name, title and address of members who own ten percent (10%) or more of the company:

Joseph W. Healy: 120 Linden Ave, Rutledge, PA 19070
James K. Stickley, Principal: 174 Bonview St, San Francisco, CA 94110
Keiko Tsuruta Cramer, Principal: 916 Annin St, Philadelphia, PA 19147
John R. Gibbs, Principal: 334 Howard Street, Piedmont, CA 94611

☐ Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

_____
_____
_____
_____

☐ Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

_____
_____
_____
_____

☐ Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

_____
_____
_____
_____

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
☐ Yes ☑ No

   If Yes, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?
☐ Yes ☑ No

   If Yes, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

   Name of Bank: PNC Bank

   Point of Contact: Joseph Fitzpatrick

   Address: 1600 Market Street, Philadelphia, PA 19103

   Phone Number: (215) 585-1983

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.: B1986012955 Year Issued: 2023

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?
   ☐Yes ☑No

   If Yes, use *Attachment A* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: Hayward Area Recreation and Park District (HARD)

Contact Name and Phone Number: Michael Williams, 510.881.6700

Contact Email: WmsM@HaywardRec.org

Address: 1099 E Street Hayward, CA 94541

Contract Date: January 1, 2019

Contract Amount: $ 2,165,000.00

Requirements of Contract: On call contract, community plan

Company Name: City of Fresno

Contact Name and Phone Number: Sophia Pagoulatos, 559.621.8062

Contact Email: Sophia.Pagoulatos@fresno.gov

Address: 2600 Fresno Street Fresno, CA 93721

Contract Date: January 1, 2019

Contract Amount: $ 570,000.00

Requirements of Contract: Tower District Specific Plan

Company Name: Metropolitan Transportation Commission (MTC)

Contact Name and Phone Number: Michael Germeraad, 415-820-7945

Contact Email: mgermeraad@bayareametro.gov

Address: 375 Beale Street, Suite 800 San Francisco, CA 94105

Contract Date: August 1, 2021

Contract Amount: $ 342,122.00

Requirements of Contract: Environmental/Climate Resiliency Planning Project

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
   ☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

☐Yes ☑No

If Yes, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?
☐Yes ☑No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?
☐Yes ☑No

Certification #_____

3. Are you certified as any of the following:
   a. Disabled Veteran Business Enterprise Certification #_____
   b. Woman or Minority Owned Business Enterprise Certification # _____
   c. Disadvantaged Business Enterprise Certification #_____

J. WAGE COMPLIANCE:
In the past five (5)years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? ☐Yes ☑No If Yes, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: Byrne Communications

Address: 4311 Del Monte Avenue, San Diego, CA 92107

Contact Name: Kristen Byrne Phone: (619) 208-2499 Email: kristen@byrne-comm.com

Contractor License No.: N/A DIR Registration No.: N/A

Sub-Contract Dollar Amount: $ 5-15% (per year) $ 5-15% (total contract term)

Scope of work subcontractor will perform: Community Engagement/Outreach

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☑DBE ☐DVBE ☑ELBE ☐MBE ☑SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: 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: $ 0-10% (per year) $ 0-10% (total contract term)

Scope of work subcontractor will perform: Community Engagement/Outreach

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☑SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

Company Name: Citythinkers, Inc.

Address: 3812 Park Blvd. #503 San Diego, CA 92103

Contact Name: Diego Velasco Phone: (619) 602-1699 Email: diego@citythinkers.com

Contractor License No.: N/A DIR Registration No.: N/A

Sub-Contract Dollar Amount: $ 5-15% (per year) $ 5-15% (total contract term)

Scope of work subcontractor will perform: Urban Design

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply):☐DBE ☐DVBE ☑ELBE ☐MBE ☑SLBE☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: Page & Turnbull

Address: 170 Maiden Ln Fl 5, San Francisco, CA 94108

Contact Name: Greg Yanito Phone: 415-655-2273 Email: yanito@page-turnbull.com

Contractor License No.: N/A DIR Registration No.: 1000056926

Sub-Contract Dollar Amount: $ 0-10% (per year) $ 0-10% (total contract term)

Scope of work subcontractor will perform: Historic Preservation

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply):☐DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE☑WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

John R. Gibbs, Principal	John R. Gibbs	8/20/2024
Print Name, Title	Signature	Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

Company Name: Chen Ryan Associates

Address: 3900 Fifth Ave #310, San Diego, CA 92103

Contact Name: Monique Chen Phone: (619) 318-4664 Email: mchen@cramobility.com

Contractor License No.: N/A DIR Registration No.: 1000020628

Sub-Contract Dollar Amount: $ 10-20% (per year) $ 10-20% (total contract term)

Scope of work subcontractor will perform: Mobility

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply):☐DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE☐WBE ☑Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: Systematica

Address: 315 West 35th Street - New York, NY 10001

Contact Name: Jim MacNeil Phone: +39 02 62311947 Email: j.macneil@systematica.net

Contractor License No.: N/A DIR Registration No.: PW-LR-1001022034

Sub-Contract Dollar Amount: $ 0-5% (per year) $ 0-5% (total contract term)

Scope of work subcontractor will perform: Mobility

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply):☐DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE☐WBE ☑Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

John R. Gibbs, Principal	JOHN R. GIBBS	8/20/2024
Print Name, Title	Signature	Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

Company Name: London Moeder Advisors

Address: 825 10th Ave., San Diego, CA 92101

Contact Name: Gary London Phone: (619) 269-4010 Email: glondon@londonmoeder.com

Contractor License No.: N/A DIR Registration No.: N/A

Sub-Contract Dollar Amount: $ 0-10% (per year) $ 0-10% (total contract term)

Scope of work subcontractor will perform: Economic Analysis

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE ☐WBE ☑Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: Keyser Marston Associates, Inc.

Address: 555 West Beech Street, Suite 460, San Diego, CA 92101

Contact Name: Paul Marra Phone: 619.718.9500 Email: pmarra@keysermarston.com

Contractor License No.: N/A DIR Registration No.: N/A

Sub-Contract Dollar Amount: $ 0-10% (per year) $ 0-10% (total contract term)

Scope of work subcontractor will perform: Economic Analysis

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE ☐WBE ☑Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

John R. Gibbs, Principal	JOHN R. GIBBS	8/20/2024
Print Name, Title	Signature	Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

Company Name: Nasland Engineering
Address: 4740 Ruffner Street San Diego, CA 92111
Contact Name: Larry Thornburgh Phone: (858) 292-7770 Email: larryt@nasland.com
Contractor License No.: N/A DIR Registration No.: 1000009671
Sub-Contract Dollar Amount: $ 0-10% (per year) $ 0-10% (total contract term)
Scope of work subcontractor will perform: Public Facilities, Urban Greening
Identify whether company is a subcontractor or supplier: Subcontractor
Certification type (check all that apply):☐DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE☐WBE ☐Not Certified
Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: Recon
Address: 3111 Camino del Rio North, Suite 600 San Diego, CA 92108
Contact Name: Jennifer Campos Phone: (619) 308-9333 x145 Email: jcampos@reconenvironmental.com
Contractor License No.: N/A DIR Registration No.: 1000004306
Sub-Contract Dollar Amount: $ 0-20% (per year) $ 0-20% (total contract term)
Scope of work subcontractor will perform: CEQA
Identify whether company is a subcontractor or supplier: Subcontractor
Certification type (check all that apply):☐DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE☐WBE ☑Not Certified
Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

John R. Gibbs, Principal	John R. Gibbs	8/20/2024
Print Name, Title	Signature	Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

Company Name: Arup

Address: 900 Wilshire Blvd 19th floor, Los Angeles, CA 90017

Contact Name: Jack Hogan Phone: (415) 940-2844 Email: jack.hogan@arup.com

Contractor License No.: B2023009282 DIR Registration No.: PW-LR-1000728836

Sub-Contract Dollar Amount: $ 0-10% (per year) $ 0-10% (total contract term)

Scope of work subcontractor will perform: Climate Resilience

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply):☐DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE☐WBE ☑Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: Pathways Climate Institute

Address: 650 California Street, FL6, San Francisco, CA 94108

Contact Name: Kris May Phone: 510-289-5705 Email: kris.may@pathwaysclimate.com

Contractor License No.: N/A DIR Registration No.: PW-LR-1000883251

Sub-Contract Dollar Amount: $ 0-10% (per year) $ 0-10% (total contract term)

Scope of work subcontractor will perform: Climate Resilience

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply):☑DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE☑WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

John R. Gibbs, Principal	JOHN R. GIBBS	8/20/2024
Print Name, Title	Signature	Date

City of San Diego

Small Local Business Enterprise (SLBE) Program Certification

Kristen M. Byrne DBA Byrne Communications Consulting

Emerging Local Business Enterprise (ELBE)

General Services

(NAICS: 541820, 541613)

Certification Number: 17BC1569

Effective: 11/7/2022 - 11/7/2024

Christian Silva
Program Manager
Equal Opportunity Contracting

CALIFORNIA UNIFIED CERTIFICATION PROGRAM (CUCP)

DEPARTMENT OF TRANSPORTATION
OFFICE OF BUSINESS AND ECONOMIC OPPORTUNITY
1823 14th STREET
SACRAMENTO, CA 95811
Phone: 916) 324-1700
FAX: (916) 324-1862
TTY: 711

May 10, 2018

Ms. Kristen Bryne
Bryne Communications Consulting
4311 Del Monte Ave.
San Diego, CA 92107

Firm ID: 45097

Subject: Disadvantaged Business Enterprise (DBE) Certification Approval

Dear Ms. Bryne:

I am pleased to advise you that after careful review of your application and supporting documentation, the California Department of Transportation (Caltrans) has determined that your firm meets the eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE) as required under the U.S. Department of Transportation's Code of Regulation 49 CFR Part 26, as amended. This certification is also recognized by all USDOT agencies in California.

Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under the following specific area(s) of expertise that you have identified on the NAICS Codes form of the application package:

NAICS Category Codes	Description
541820	Public Relations Agencies
541613	Marketing Consulting Services

Work Category Codes	Description
C8712	Public Relations

Your DBE certification applies only for the above code(s). You may review your firm's information in the CUCP DBE database which can be accessed at Caltrans' website at www.dot.ca.gov/hq/bep/find_certified.htm. Any additions and revisions must be submitted to Caltrans for review and approval.

In order to assure continuing DBE status, you must submit a No Change Declaration form (which will be sent to you), along with supporting documentation. Based on your annual submission that no change in ownership and control has occurred, or if changes have occurred, they do not affect your firm's DBE standing, the DBE certification of your firm will continue until or unless it is removed by our agency.

Small Business Certification was Approved

donotreply@fiscal.ca.gov <donotreply@fiscal.ca.gov>
To: kristen@byrne-comm.com



JANUARY 17, 2023

Certification ID 2031262
Kristen M Byrne
4311 Del Monte Avenue
San Diego, CA 92107

Subject: SB Certification Approval

Dear Business Person:

Congratulations on your State of California Small Business (SB) certification. Your business is now entitled to compete in the State's goal to spend 25 percent of its annual contracting dollars

Proof of Certification
To view and print your certification profile, go to https://caleprocure.ca.gov. Enter your business name or your Certification ID. Click the search button below `Certification ID'. Then, click `View

Bid Notifications
To receive bid notifications, your firm must have a registration in the Financial Information System of California (FI$Cal). Go to https://caleprocure.ca.gov to get registered.

Annual Submission Requirement
Submit copies of the entire federal tax return to the Office of Small Business and DVBE Services (OSDS). If you have been granted a tax filing extension with the Internal Revenue Service, su
the California Employment Development Department's "Quarterly Contribution Return and Report of Wages (Continuation)" (Form DE9C). If you have out-of-state employees, submit the emp

Maintaining Certification Profile
Visit https://caleprocure.ca.gov to update your certification profile online. You can complete a Certification Information Change form located at http://www.documents.dgs.ca.gov/pd/smallbus/c

Recertification
Complete an online application at https://caleprocure.ca.gov up to 90 days prior to the expiration date whether or not you receive a recertification notice.

Business Structure Change
If your business has changed its structure (for example; sole proprietorship to corporation), the business must submit a new application and disclose the new Federal Employer Identification N

Withdraw Certification
If your business no longer meets certification eligibility requirements, complete a Certification Information Change form located at http://www.documents.dgs.ca.gov/pd/smallbus/certchange.p
DVBEEligibilityBenefits.aspx

Conflict of Interest for Current and Former State Employees
Prior to contract award, agencies will assure the vendor is in compliance with Public Contract Code, Section 10410 et seq. addressing conflict of interest for State employees or former employ

If you have any questions, please contact our office at 916.375.4940, by email at OSDSHelp@dgs.ca.gov, or by fax 916.375.4950.

Sincerely,

Office of Small Business and DVBE Services

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

Christian Silva
Program Manager
Equal Opportunity Contracting

City of San Diego

Small Local Business Enterprise (SLBE) Program Certification

Diego Velasco dba Citythinkers

Emerging Local Business Enterprise (ELBE)

General Services

(NAICS: 541320)

Certification Number: 17CT1729

Effective: 11/7/2022 - 11/7/2024

Christian Silva
Program Manager
Equal Opportunity Contracting

All businesses are encouraged to provide voluntary diversity data information in their CaleProcure profiles. The data will help us shape policies and develop strategies to improve opportunities for all businesses to contract with the state.

Click HERE (https://fiscal.cdn.prismic.io/fiscal/394445b2-9d0e-40a3-b940-9315c3783793_Diversity+Data+Procedures+%28Registered%29+%281%29.pdf)for instructions. More information is available on the Statewide Supplier Diversity Program (https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Statewide-Supplier-Diversity-Program/Statewide-Supplier-Diversity-Program) page.

Certification Profile

State of California Certification

Certification ID: 10737

Legal Business Name

PAGE & TURNBULL INC

Doing Business As (DBA) Name1

PAGE & TURNBULL INC

Doing Business As (DBA) Name2

Office Phone Number

415/362-5154

Business Fax Number

415/362-5560

Address

170 Maiden Lane

5th Floor

San Francisco

CA 94108

Email:

Cereske@page-turnbull.com (mailto:Cereske@page-turnbull.com)

Total Number of Employees

53

SUPPLIER CLEARINGHOUSE

CERTIFICATE OF ELIGIBILITY

CERTIFICATION EXPIRATION DATE: **November 2, 2024**

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:

Page & Turnbull Inc

Women Business Enterprise (WBE)

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on- site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998.

VON: 20000919 ***DETERMINATION DATE: November 2, 2021***

Printed on: 8/20/2024 9:51:51 AM

To verify most current certification status go to: https://www.caleprocure.ca.gov

DGS
CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Office of Small Business & DVBE Services

Certification ID: 1523440

Legal Business Name:
KEYSER MARSTON ASSOCIATES INC.

Doing Business As (DBA) Name 1:
KEYSER MARSTON ASSOCIATES INC.

Doing Business As (DBA) Name 2:

Address:
1299 Fourth Street Suite 408
San Rafael
CA 94901

Email Address:
kheaton@keysermarston.com

Business Web Page:
www.keysermarston.com

Business Phone Number:
415/398-3050

Business Fax Number:

Business Types:
Service

Certification Type	Status	From	To
SB(Micro)	Approved	05/20/2024	05/31/2026

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!
-LOG IN at CaleProcure.CA.GOV

Questions?
Email: OSDSHELP@DGS.CA.GOV
Call OSDS Main Number: 916-375-4940
707 3rd Street, 1-400, West Sacramento, CA 95605

Printed on: 8/20/2024 9:54:04 AM

To verify most current certification status go to: https://www.caleprocure.ca.gov

DGS
CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Office of Small Business & DVBE Services

Certification ID: 22169

Legal Business Name:
Nasland Engineering

Doing Business As (DBA) Name 1:

Doing Business As (DBA) Name 2:

Address:
4740 RUFFNER ST
SAN DIEGO
CA 92111

Email Address:
marketing@nasland.com

Business Web Page:

Business Phone Number:
858/292-7770

Business Fax Number:

Business Types:
Service

Certification Type	Status	From	To
SB(Micro)	Approved	04/25/2024	04/30/2026
SB-PW	Approved	04/25/2024	04/30/2026

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!
-LOG IN at CaleProcure.CA.GOV

Questions?
Email: OSDSHELP@DGS.CA.GOV
Call OSDS Main Number: 916-375-4940
707 3rd Street, 1-400, West Sacramento, CA 95605

Printed on: 12/29/2023 10:13:31 AM

To verify most current certification status go to: https://www.caleprocure.ca.gov

DGS
CALIFORNIA DEPARTMENT OF
GENERAL SERVICES

Office of Small Business & DVBE Services

Certification ID: 2014396

Legal Business Name:
RECON Environmental, Inc.

Doing Business As (DBA) Name 1:

Doing Business As (DBA) Name 2:

Address:
3111 Camino del Rio N, Ste. 600
San Diego
CA 92108

Email Address:
gsisson@reconenvironmental.com

Business Web Page:

Business Phone Number:
619/308-9333

Business Fax Number:

Business Types:
Construction , Service

Certification Type	Status	From	To
SB	Approved	03/16/2023	03/31/2025
SB-PW	Approved	12/27/2023	12/31/2025

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!
-LOG IN at CaleProcure.CA.GOV

Questions?
Email: OSDSHELP@DGS.CA.GOV
Call OSDS Main Number: 916-375-4940
707 3rd Street, 1-400, West Sacramento, CA 95605

Kris May

From: Supplier Clearinghouse <sch@thesupplierclearinghouse.com>
Sent: Tuesday, July 11, 2023 2:19 PM
To: Kris May
Subject: SCH: Notice of Verification and Certification

RE: Notice of Verification & Certification

Christine May
Pathways Climate Institute LLC
3214 Monte Vista Avenue
Alameda, CA 94501

Supplier Clearinghouse Verification Order Number: 17000473

Congratulations, the Supplier Clearinghouse is pleased to inform you that in accordance with General Order 156, your business enterprise has successfully completed the verification process, and your company has received the following certification: Women Business Enterprise (WBE).

Your company will now be recognized by the Joint Utilities as a Women Business Enterprise (WBE) when competing for procurements by public utilities participating in the Utility Supplier Diversity Program.

Your certification is valid for three years and you are required to re-verify your company's certified status at least 30 days prior to July 11, 2026. Please notify our office of any change in your address or contact information so that we can maintain your most current contact information. You must notify our office of any change in ownership and/or control of your company within 30 days of the change. Failure to provide that notification is in violation of section 8285 of the Public Utilities Code and could render your certification status invalid.

The Supplier Clearinghouse may request additional information or conduct an on-site visit at any time during the term of your verified certification status. The Supplier Clearinghouse may reconsider your certification status and possibly rule invalid your verified status if it is determined that the status was knowingly obtained by false, misleading and/or incorrect information. Also note that if in a formal opinion, the California Public Utilities Commission determines that the WBE/MBE/LGBTBE/PDBE verification criteria under which you were deemed eligible is no longer valid, then your status may change or you may be required to comply with the change to maintain eligibility.

You can view an electronic version of this letter and your certificate at www.thesupplierclearinghouse.com.

Certified Profile

CLOSE WINDOW

Print

Business & Contact Information

BUSINESS NAME	**Pathways Climate Institute LLC**
OWNER	**Ms. Christine May**
ADDRESS	**650 California Street** **FL7** **San Francisco, CA 94108 [map]**
PHONE	**510-289-5705**
EMAIL	**kris.may@pathwaysclimate.com**
WEBSITE	**http://www.pathwaysclimate.com**
ETHNICITY	**Caucasian**
GENDER	**Female**
COUNTY	**San Francisco (CA)**

Certification Information

CERTIFYING AGENCY	**California Department of Transportation**
CERTIFICATION TYPE	**DBE - Disadvantaged Business Enterprise**
CERTIFIED BUSINESS DESCRIPTION	**Environmental- Environmental Impact Studies** **Environmental Consulting Services**

Commodity Codes

Code	Description
CA WCC C8793	ENVIRONMENTAL – ENVIRONMENTAL IMPACT STUDIES
NAICS 541620	Environmental consulting services

Additional Information

WORK DISTRICTS/REGIONS	**All work districts/regions**
CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	**45249**

Printed on: 5/8/2024 12:03:23 PM

To verify most current certification status go to: https://www.caleprocure.ca.gov

Office of Small Business & DVBE Services

Certification ID: 2005392

Legal Business Name:
Pathways Climate Institute LLC

Doing Business As (DBA) Name 1:

Doing Business As (DBA) Name 2:

Address:
650 California Street
FL7
SAN FRANCISCO
CA 94108

Email Address:
kris.may@pathwaysclimate.com

Business Web Page:
www.pathwaysclimate.com

Business Phone Number:
510/289-5705

Business Fax Number:

Business Types:
Service

Certification Type	Status	From	To
SB(Micro)	Approved	04/11/2024	04/30/2026

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!
-LOG IN at CaleProcure.CA.GOV

Questions?
Email: OSDSHELP@DGS.CA.GOV
Call OSDS Main Number: 916-375-4940
707 3rd Street, 1-400, West Sacramento, CA 95605

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 _____.

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.

John R. Gibbs, Principal	John R. Gibbs	8/20/2024
Name and Title	Signature	Date

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: Wallace Roberts & Todd, LLC

Certified By John R. Gibbs, ASLA, LEED AP Title Principal

Name

JOHN R. GIBBS Date 8/20/2024

Signature

Equal Opportunity Contracting
Sole Source Contracts, Cooperative Procurement Contracts
Goods/Services Contracts Under $150,000
Revised 1/1/16
OCA Document No. 1208377

RFP ITEM **2.4**

The City of SAN DIEGO

EQUAL OPPORTUNITY CONTRACTING (EOC)
1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR).*

NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION

Type of Contractor: ☐ Construction ☐ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor
☒ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company: Wallace Roberts & Todd, LLC

ADA/DBA: WRT

Address (Corporate Headquarters, where applicable): 120 2nd Street, 3rd Floor

City: San Francisco County: San Francisco State: CA Zip: 94105

Telephone Number: 415.882.7853 Fax Number: N/A

Name of Company CEO: Joseph W. Healy, AIA, LEED AP BD+C

Address(es), phone and fax number(s) of company facilities located in San Diego County **(if different from above):**

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: LLC Type of License: N/A

The Company has appointed: Susan Sweeney

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: 1700 Market Street, Suite 2800, Philadelphia, PA 19103

Telephone Number: 215.430.5061 Fax Number: N/A Email: SES@wrtdesign.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 Wallace Roberts & Todd, LLC
(Firm Name)

San Francisco *(County)*, CA *(State)* hereby certify that information provided herein is true and correct. This document was executed on this 20th day of August, 2024

John R. Gibbs
(Authorized Signature)

John R. Gibbs, ASLA, LEED AP
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Wallace Roberts & Todd, LLC DATE: 8/20/2024

OFFICE(S) or BRANCH(ES): San Francisco COUNTY: San Francisco

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

(1) Black or African-American
(2) Hispanic or Latino
(3) Asian
(4) American Indian or Alaska Native
(5) Native Hawaiian or Pacific Islander
(6) White
(7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial		1	1	1	2	8					20	10		
Professional	1	5	3	3	6	10					13	25	1	2
A&E, Science, Computer														
Technical												1		
Sales														
Administrative Support		2	1			2								
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	1	8	5	4	8	20					33	36	1	2

Grand Total All Employees	118

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled				2	2	1					5	9		

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: _____ DATE: _____

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

(1) Black or African-American
(2) Hispanic or Latino
(3) Asian
(4) American Indian or Alaska Native
(5) Native Hawaiian or Pacific Islander
(6) White
(7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														
Totals Each Column														

N/A

Grand Total All Employees

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														

120 2nd Street, 3rd Floor
San Francisco, CA 94105
pwinch@wrtdesign.com
415.882.7853

08.21.2024

WRT

SOLICITATION 10090174-25-D

AS-NEEDED MULTI-DISCIPLINARY CONSULTANT SERVICES FOR THE CITY PLANNING DEPARTMENT

SUBMITTED TO: **City of San Diego** (attn: Damian Singleton)

SUBMITTED BY: **WRT** with Byrne Communications, Pendoley Strategies and Communications, Citythinkers, Page & Turnbull, Chen Ryan, Systematica, London Moeder, Keyser Marston, Nasland Engineering, Recon, Arup, and Pathways Climate Institute



SAN DIEGO COLLEGE AREA COMMUNITY PLAN UPDATE | WRT
SAN DIEGO, CA



TAB

A

SUBMISSION OF INFORMATION AND FORMS

address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

1st Any properly executed written amendment to the Contract

2nd The Contract

3rd The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any

4th Contractor's Pricing

5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

Wallace Roberts & Todd, LLC
Proposer

120 2nd Street, 3rd Floor
Street Address

San Francisco, CA 94105
City

415.882.7853
Telephone No.

pwinch@wrtdesign.com
E-Mail

BY:

JOHN R. GIBBS
Signature of Proposer's Authorized Representative

CITY OF SAN DIEGO
A Municipal Corporation

BY:

Print Name:

Director, Purchasing & Contracting Department

Date Signed

Approved as to form this ____ day of

_____, 20_____.
MARA W. ELLIOTT, City Attorney

RFP ITEM 2.1

John R. Gibbs
Print Name

Principal
Title

8/20/2024
Date

BY:_____
Deputy City Attorney

CONTRACT LANGUAGE EXCEPTIONS

RFP ITEM **2.2**

WRT requests the following changes to the contract language, based on our legal council review and from a review of our previously held contract with the City of San Diego. New additions are highlighted in green, and requests for removal of language are highlighted in red with strikethroughs.

CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10090127-24-D,
As-Needed Planning Multi-Disciplinary Consultant Services

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) # 10090127-24-D, As-Needed Planning Multi-Disciplinary Consultant Services (Consultant).

RECITALS

On or about 3/22/2024, 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 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 and 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:

Melissa Garcia, Senior Planner
City Planning Department
202 C Street, MS 413
619-236-6173
magarcia@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, related to the project, 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. If at any time after this Agreement is entered into, the Design Professional identifies a need for addition, deletion, or substitution of Subcontractor Services, the Design Professional must submit a written notice to the City requesting approval for the change modifying the Subcontractor Services. (Language taken from 2020 As-Needed Contract H197121 Section 4.4).

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 $3,000,000.

ARTICLE IV
WAGE REQUIREMENTS

4.1 Reserved.

ARTICLE V
CONTRACT DOCUMENTS

5.1 Contract Documents. The following documents comprise the Contract between the City and Consultant: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the Services to be provided. Consultant will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1st document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in

conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

1st Any properly executed written amendment to the Contract

2nd The Contract

3rd The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any

4th Contractor's Pricing

5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

EXHIBIT C

THE CITY OF SAN DIEGO

GENERAL CONTRACT TERMS AND PROVISIONS

APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I
SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II
CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III
COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5^{th}) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV
SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs to the extent recoverable under applicable law. 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 ~~the "Standard of Care" which is defeined as that level of skill and care ordinarily excercised by members of the same profession acting at the same point in time and geographic region. 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 includ tracts 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 incurred as a result of third-party claims but only to the proportionate extent caused by the negligent 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 cms or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.1.1 Consultant Services Defense. Parties will work in good faith to procure applicable insurance coverage for the cost of any defense arising from all claims, demands or liability that arise out

of, pertain to or relate to the negligence, recklessness, or willful misconduct of Consultant or Consultant's officers or employees. (Language taken from 2020 As-Needed contract H197121 Section 6.2.2).

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

~~**7.2.5.1**~~ **Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations~~. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).~~

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

~~**7.3 Self Insured Retentions.** Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.~~

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

~~ARTICLE VIII~~
~~BONDS~~

~~**8.1 Payment and Performance Bond.** Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.~~

~~**8.1.1 Bond Amount.** The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.~~

~~**8.1.2 Bond Term.** The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.~~

~~**8.1.3 Bond Surety.** The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A , VIII."~~

~~**8.1.4 Non-Renewal or Cancellation.** The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force~~

~~and effect as required under this Contact, will be a material breach of the Contract subject to termination of the Contract.~~

~~**8.2 Alternate Security.** City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.~~

ARTICLE IX
CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

ARTICLE X
CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI
DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII
MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor , its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City’s request. Contractor’s assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII
MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

~~**13.12**~~ **Drafting Ambiguities.** The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party~~. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.~~

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

RFP ITEM
2.3

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:

Solicitation 10090174-25-D
As-Needed Multi-Disciplinary Consultant Services for the City Planning Department

B. BIDDER/PROPOSER INFORMATION:

Wallace Roberts & Todd, LLC		WRT	
Legal Name		DBA	
120 2nd Street, 3rd Floor	San Francisco	CA	94105
Street Address	City	State	Zip
Peter Winch, Principal	(415) 882-7853		
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.

John R. Gibbs, ASLA, LEED AP	Principal
Name	Title/Position
Piedmont, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
11.23%	
Interest in the transaction	

Peter Winch, AICP	Principal
Name	Title/Position
San Francisco, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
0%	
Interest in the transaction	

Cristina Bejarano, AICP, ASLA, LEED AP	Senior Associate
Name	Title/Position
San Francisco, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
0%	
Interest in the transaction	

Matthew Taecker	Senior Associate
Name	Title/Position
San Francisco, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
0%	
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: _____ State of incorporation: _____

List corporation's current officers: President: _____
Vice Pres: _____
Secretary: _____
Treasurer: _____

Type of corporation: C ☐ Subchapter S ☐

Is the corporation authorized to do business in California: ☐ Yes ☐ No

If Yes, after what date: _____

Is your firm a publicly traded corporation? ☐ Yes ☐ No

If Yes, how and where is the stock traded? _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

_____
_____
_____
_____

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? ☐ Yes ☐ No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	$_____
		Book	$_____
		Market	$_____

Limited Liability Company Date formed: 12/10/1963 State of formation: Pennsylvania

List the name, title and address of members who own ten percent (10%) or more of the company:

Joseph W. Healy: 120 Linden Ave, Rutledge, PA 19070
James K. Stickley, Principal: 174 Bonview St, San Francisco, CA 94110
Keiko Tsuruta Cramer, Principal: 916 Annin St, Philadelphia, PA 19147
John R. Gibbs, Principal: 334 Howard Street, Piedmont, CA 94611

☐ Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

_____
_____
_____
_____

☐ Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

_____
_____
_____
_____

☐ Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

_____
_____
_____
_____

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
☐ Yes ☑ No

   If Yes, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?
☐ Yes ☑ No

   If Yes, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

   Name of Bank: PNC Bank

   Point of Contact: Joseph Fitzpatrick

   Address: 1600 Market Street, Philadelphia, PA 19103

   Phone Number: (215) 585-1983

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.: B1986012955 Year Issued: 2023

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?
   ☐Yes ☑No

   If Yes, use *Attachment A* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: Hayward Area Recreation and Park District (HARD)

Contact Name and Phone Number: Michael Williams, 510.881.6700

Contact Email: WmsM@HaywardRec.org

Address: 1099 E Street Hayward, CA 94541

Contract Date: January 1, 2019

Contract Amount: $ 2,165,000.00

Requirements of Contract: On call contract, community plan

Company Name: City of Fresno

Contact Name and Phone Number: Sophia Pagoulatos, 559.621.8062

Contact Email: Sophia.Pagoulatos@fresno.gov

Address: 2600 Fresno Street Fresno, CA 93721

Contract Date: January 1, 2019

Contract Amount: $ 570,000.00

Requirements of Contract: Tower District Specific Plan

Company Name: Metropolitan Transportation Commission (MTC)

Contact Name and Phone Number: Michael Germeraad, 415-820-7945

Contact Email: mgermeraad@bayareametro.gov

Address: 375 Beale Street, Suite 800 San Francisco, CA 94105

Contract Date: August 1, 2021

Contract Amount: $ 342,122.00

Requirements of Contract: Environmental/Climate Resiliency Planning Project

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
   ☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

☐Yes ☑No

If Yes, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?
☐Yes ☑No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?
☐Yes ☑No

Certification #_____

3. Are you certified as any of the following:
   a. Disabled Veteran Business Enterprise Certification #_____
   b. Woman or Minority Owned Business Enterprise Certification # _____
   c. Disadvantaged Business Enterprise Certification #_____

J. WAGE COMPLIANCE:
In the past five (5)years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? ☐Yes ☑No If Yes, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: Byrne Communications

Address: 4311 Del Monte Avenue, San Diego, CA 92107

Contact Name: Kristen Byrne Phone: (619) 208-2499 Email: kristen@byrne-comm.com

Contractor License No.: N/A DIR Registration No.: N/A

Sub-Contract Dollar Amount: $ 5-15% (per year) $ 5-15% (total contract term)

Scope of work subcontractor will perform: Community Engagement/Outreach

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☑DBE ☐DVBE ☑ELBE ☐MBE ☑SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: 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: $ 0-10% (per year) $ 0-10% (total contract term)

Scope of work subcontractor will perform: Community Engagement/Outreach

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☑SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

Company Name: Citythinkers, Inc.

Address: 3812 Park Blvd. #503 San Diego, CA 92103

Contact Name: Diego Velasco Phone: (619) 602-1699 Email: diego@citythinkers.com

Contractor License No.: N/A DIR Registration No.: N/A

Sub-Contract Dollar Amount: $ 5-15% (per year) $ 5-15% (total contract term)

Scope of work subcontractor will perform: Urban Design

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply):☐DBE ☐DVBE ☑ELBE ☐MBE ☑SLBE☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: Page & Turnbull

Address: 170 Maiden Ln Fl 5, San Francisco, CA 94108

Contact Name: Greg Yanito Phone: 415-655-2273 Email: yanito@page-turnbull.com

Contractor License No.: N/A DIR Registration No.: 1000056926

Sub-Contract Dollar Amount: $ 0-10% (per year) $ 0-10% (total contract term)

Scope of work subcontractor will perform: Historic Preservation

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply):☐DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE☑WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

John R. Gibbs, Principal	John R. Gibbs	8/20/2024
Print Name, Title	Signature	Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

Company Name: Chen Ryan Associates

Address: 3900 Fifth Ave #310, San Diego, CA 92103

Contact Name: Monique Chen Phone: (619) 318-4664 Email: mchen@cramobility.com

Contractor License No.: N/A DIR Registration No.: 1000020628

Sub-Contract Dollar Amount: $ 10-20% (per year) $ 10-20% (total contract term)

Scope of work subcontractor will perform: Mobility

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply):☐DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE☐WBE ☑Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: Systematica

Address: 315 West 35th Street - New York, NY 10001

Contact Name: Jim MacNeil Phone: +39 02 62311947 Email: j.macneil@systematica.net

Contractor License No.: N/A DIR Registration No.: PW-LR-1001022034

Sub-Contract Dollar Amount: $ 0-5% (per year) $ 0-5% (total contract term)

Scope of work subcontractor will perform: Mobility

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply):☐DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE☐WBE ☑Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

John R. Gibbs, Principal	JOHN R. GIBBS	8/20/2024
Print Name, Title	Signature	Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

Company Name: London Moeder Advisors

Address: 825 10th Ave., San Diego, CA 92101

Contact Name: Gary London Phone: (619) 269-4010 Email: glondon@londonmoeder.com

Contractor License No.: N/A DIR Registration No.: N/A

Sub-Contract Dollar Amount: $ 0-10% (per year) $ 0-10% (total contract term)

Scope of work subcontractor will perform: Economic Analysis

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE ☐WBE ☑Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: Keyser Marston Associates, Inc.

Address: 555 West Beech Street, Suite 460, San Diego, CA 92101

Contact Name: Paul Marra Phone: 619.718.9500 Email: pmarra@keysermarston.com

Contractor License No.: N/A DIR Registration No.: N/A

Sub-Contract Dollar Amount: $ 0-10% (per year) $ 0-10% (total contract term)

Scope of work subcontractor will perform: Economic Analysis

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE ☐WBE ☑Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

John R. Gibbs, Principal	JOHN R. GIBBS	8/20/2024
Print Name, Title	Signature	Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

Company Name: Nasland Engineering
Address: 4740 Ruffner Street San Diego, CA 92111
Contact Name: Larry Thornburgh Phone: (858) 292-7770 Email: larryt@nasland.com
Contractor License No.: N/A DIR Registration No.: 1000009671
Sub-Contract Dollar Amount: $ 0-10% (per year) $ 0-10% (total contract term)
Scope of work subcontractor will perform: Public Facilities, Urban Greening
Identify whether company is a subcontractor or supplier: Subcontractor
Certification type (check all that apply):☐DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE☐WBE ☐Not Certified
Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: Recon
Address: 3111 Camino del Rio North, Suite 600 San Diego, CA 92108
Contact Name: Jennifer Campos Phone: (619) 308-9333 x145 Email: jcampos@reconenvironmental.com
Contractor License No.: N/A DIR Registration No.: 1000004306
Sub-Contract Dollar Amount: $ 0-20% (per year) $ 0-20% (total contract term)
Scope of work subcontractor will perform: CEQA
Identify whether company is a subcontractor or supplier: Subcontractor
Certification type (check all that apply):☐DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE☐WBE ☑Not Certified
Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

John R. Gibbs, Principal	John R. Gibbs	8/20/2024
Print Name, Title	Signature	Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

Company Name: Arup

Address: 900 Wilshire Blvd 19th floor, Los Angeles, CA 90017

Contact Name: Jack Hogan Phone: (415) 940-2844 Email: jack.hogan@arup.com

Contractor License No.: B2023009282 DIR Registration No.: PW-LR-1000728836

Sub-Contract Dollar Amount: $ 0-10% (per year) $ 0-10% (total contract term)

Scope of work subcontractor will perform: Climate Resilience

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply):☐DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE☐WBE ☑Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: Pathways Climate Institute

Address: 650 California Street, FL6, San Francisco, CA 94108

Contact Name: Kris May Phone: 510-289-5705 Email: kris.may@pathwaysclimate.com

Contractor License No.: N/A DIR Registration No.: PW-LR-1000883251

Sub-Contract Dollar Amount: $ 0-10% (per year) $ 0-10% (total contract term)

Scope of work subcontractor will perform: Climate Resilience

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply):☑DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE☑WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

John R. Gibbs, Principal	JOHN R. GIBBS	8/20/2024
Print Name, Title	Signature	Date

City of San Diego

Small Local Business Enterprise (SLBE) Program Certification

Kristen M. Byrne DBA Byrne Communications Consulting

Emerging Local Business Enterprise (ELBE)

General Services

(NAICS: 541820, 541613)

Certification Number: 17BC1569

Effective: 11/7/2022 - 11/7/2024

Christian Silva
Program Manager
Equal Opportunity Contracting

CALIFORNIA UNIFIED CERTIFICATION PROGRAM (CUCP)

DEPARTMENT OF TRANSPORTATION
OFFICE OF BUSINESS AND ECONOMIC OPPORTUNITY
1823 14th STREET
SACRAMENTO, CA 95811
Phone: 916) 324-1700
FAX: (916) 324-1862
TTY: 711

May 10, 2018

Ms. Kristen Bryne
Bryne Communications Consulting
4311 Del Monte Ave.
San Diego, CA 92107

Firm ID: 45097

Subject: Disadvantaged Business Enterprise (DBE) Certification Approval

Dear Ms. Bryne:

I am pleased to advise you that after careful review of your application and supporting documentation, the California Department of Transportation (Caltrans) has determined that your firm meets the eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE) as required under the U.S. Department of Transportation's Code of Regulation 49 CFR Part 26, as amended. This certification is also recognized by all USDOT agencies in California.

Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under the following specific area(s) of expertise that you have identified on the NAICS Codes form of the application package:

NAICS Category Codes	Description
541820	Public Relations Agencies
541613	Marketing Consulting Services

Work Category Codes	Description
C8712	Public Relations

Your DBE certification applies only for the above code(s). You may review your firm's information in the CUCP DBE database which can be accessed at Caltrans' website at www.dot.ca.gov/hq/bep/find_certified.htm. Any additions and revisions must be submitted to Caltrans for review and approval.

In order to assure continuing DBE status, you must submit a No Change Declaration form (which will be sent to you), along with supporting documentation. Based on your annual submission that no change in ownership and control has occurred, or if changes have occurred, they do not affect your firm's DBE standing, the DBE certification of your firm will continue until or unless it is removed by our agency.

Small Business Certification was Approved

donotreply@fiscal.ca.gov <donotreply@fiscal.ca.gov>
To: kristen@byrne-comm.com



JANUARY 17, 2023

Certification ID 2031262
Kristen M Byrne
4311 Del Monte Avenue
San Diego, CA 92107

Subject: SB Certification Approval

Dear Business Person:

Congratulations on your State of California Small Business (SB) certification. Your business is now entitled to compete in the State's goal to spend 25 percent of its annual contracting dollars

Proof of Certification
To view and print your certification profile, go to https://caleprocure.ca.gov. Enter your business name or your Certification ID. Click the search button below `Certification ID'. Then, click `View

Bid Notifications
To receive bid notifications, your firm must have a registration in the Financial Information System of California (FI$Cal). Go to https://caleprocure.ca.gov to get registered.

Annual Submission Requirement
Submit copies of the entire federal tax return to the Office of Small Business and DVBE Services (OSDS). If you have been granted a tax filing extension with the Internal Revenue Service, su
the California Employment Development Department's "Quarterly Contribution Return and Report of Wages (Continuation)" (Form DE9C). If you have out-of-state employees, submit the emp

Maintaining Certification Profile
Visit https://caleprocure.ca.gov to update your certification profile online. You can complete a Certification Information Change form located at http://www.documents.dgs.ca.gov/pd/smallbus/c

Recertification
Complete an online application at https://caleprocure.ca.gov up to 90 days prior to the expiration date whether or not you receive a recertification notice.

Business Structure Change
If your business has changed its structure (for example; sole proprietorship to corporation), the business must submit a new application and disclose the new Federal Employer Identification N

Withdraw Certification
If your business no longer meets certification eligibility requirements, complete a Certification Information Change form located at http://www.documents.dgs.ca.gov/pd/smallbus/certchange.p
DVBEEligibilityBenefits.aspx

Conflict of Interest for Current and Former State Employees
Prior to contract award, agencies will assure the vendor is in compliance with Public Contract Code, Section 10410 et seq. addressing conflict of interest for State employees or former employ

If you have any questions, please contact our office at 916.375.4940, by email at OSDSHelp@dgs.ca.gov, or by fax 916.375.4950.

Sincerely,

Office of Small Business and DVBE Services

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

Christian Silva
Program Manager
Equal Opportunity Contracting

City of San Diego

Small Local Business Enterprise (SLBE) Program Certification

Diego Velasco dba Citythinkers

Emerging Local Business Enterprise (ELBE)

General Services

(NAICS: 541320)

Certification Number: 17CT1729

Effective: 11/7/2022 - 11/7/2024

Christian Silva
Program Manager
Equal Opportunity Contracting

All businesses are encouraged to provide voluntary diversity data information in their CaleProcure profiles. The data will help us shape policies and develop strategies to improve opportunities for all businesses to contract with the state.

Click HERE (https://fiscal.cdn.prismic.io/fiscal/394445b2-9d0e-40a3-b940-9315c3783793_Diversity+Data+Procedures+%28Registered%29+%281%29.pdf)for instructions. More information is available on the Statewide Supplier Diversity Program (https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Statewide-Supplier-Diversity-Program/Statewide-Supplier-Diversity-Program) page.

Certification Profile

State of California Certification

Certification ID: 10737

Legal Business Name

PAGE & TURNBULL INC

Doing Business As (DBA) Name1

PAGE & TURNBULL INC

Doing Business As (DBA) Name2

Office Phone Number

415/362-5154

Business Fax Number

415/362-5560

Address

170 Maiden Lane

5th Floor

San Francisco

CA 94108

Email:

Cereske@page-turnbull.com (mailto:Cereske@page-turnbull.com)

Total Number of Employees

53

SUPPLIER CLEARINGHOUSE

CERTIFICATE OF ELIGIBILITY

CERTIFICATION EXPIRATION DATE: **November 2, 2024**

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:

Page & Turnbull Inc

Women Business Enterprise (WBE)

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on- site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998.

VON: 20000919 ***DETERMINATION DATE: November 2, 2021***

Printed on: 8/20/2024 9:51:51 AM

To verify most current certification status go to: https://www.caleprocure.ca.gov

DGS
CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Office of Small Business & DVBE Services

Certification ID: 1523440

Legal Business Name:
KEYSER MARSTON ASSOCIATES INC.

Doing Business As (DBA) Name 1:
KEYSER MARSTON ASSOCIATES INC.

Doing Business As (DBA) Name 2:

Address:
1299 Fourth Street Suite 408
San Rafael
CA 94901

Email Address:
kheaton@keysermarston.com

Business Web Page:
www.keysermarston.com

Business Phone Number:
415/398-3050

Business Fax Number:

Business Types:
Service

Certification Type	Status	From	To
SB(Micro)	Approved	05/20/2024	05/31/2026

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!
-LOG IN at CaleProcure.CA.GOV

Questions?
Email: OSDSHELP@DGS.CA.GOV
Call OSDS Main Number: 916-375-4940
707 3rd Street, 1-400, West Sacramento, CA 95605

Printed on: 8/20/2024 9:54:04 AM

To verify most current certification status go to: https://www.caleprocure.ca.gov

DGS
CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Office of Small Business & DVBE Services

Certification ID: 22169

Legal Business Name:
Nasland Engineering

Doing Business As (DBA) Name 1:

Doing Business As (DBA) Name 2:

Address:
4740 RUFFNER ST
SAN DIEGO
CA 92111

Email Address:
marketing@nasland.com

Business Web Page:

Business Phone Number:
858/292-7770

Business Fax Number:

Business Types:
Service

Certification Type	Status	From	To
SB(Micro)	Approved	04/25/2024	04/30/2026
SB-PW	Approved	04/25/2024	04/30/2026

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!
-LOG IN at CaleProcure.CA.GOV

Questions?
Email: OSDSHELP@DGS.CA.GOV
Call OSDS Main Number: 916-375-4940
707 3rd Street, 1-400, West Sacramento, CA 95605

Printed on: 12/29/2023 10:13:31 AM

To verify most current certification status go to: https://www.caleprocure.ca.gov

DGS
CALIFORNIA DEPARTMENT OF
GENERAL SERVICES

Office of Small Business & DVBE Services

Certification ID: 2014396

Legal Business Name:
RECON Environmental, Inc.

Doing Business As (DBA) Name 1:

Doing Business As (DBA) Name 2:

Address:
3111 Camino del Rio N, Ste. 600
San Diego
CA 92108

Email Address:
gsisson@reconenvironmental.com

Business Web Page:

Business Phone Number:
619/308-9333

Business Fax Number:

Business Types:
Construction , Service

Certification Type	Status	From	To
SB	Approved	03/16/2023	03/31/2025
SB-PW	Approved	12/27/2023	12/31/2025

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!
-LOG IN at CaleProcure.CA.GOV

Questions?
Email: OSDSHELP@DGS.CA.GOV
Call OSDS Main Number: 916-375-4940
707 3rd Street, 1-400, West Sacramento, CA 95605

Kris May

From: Supplier Clearinghouse <sch@thesupplierclearinghouse.com>
Sent: Tuesday, July 11, 2023 2:19 PM
To: Kris May
Subject: SCH: Notice of Verification and Certification

RE: Notice of Verification & Certification

Christine May
Pathways Climate Institute LLC
3214 Monte Vista Avenue
Alameda, CA 94501

Supplier Clearinghouse Verification Order Number: 17000473

Congratulations, the Supplier Clearinghouse is pleased to inform you that in accordance with General Order 156, your business enterprise has successfully completed the verification process, and your company has received the following certification: Women Business Enterprise (WBE).

Your company will now be recognized by the Joint Utilities as a Women Business Enterprise (WBE) when competing for procurements by public utilities participating in the Utility Supplier Diversity Program.

Your certification is valid for three years and you are required to re-verify your company's certified status at least 30 days prior to July 11, 2026. Please notify our office of any change in your address or contact information so that we can maintain your most current contact information. You must notify our office of any change in ownership and/or control of your company within 30 days of the change. Failure to provide that notification is in violation of section 8285 of the Public Utilities Code and could render your certification status invalid.

The Supplier Clearinghouse may request additional information or conduct an on-site visit at any time during the term of your verified certification status. The Supplier Clearinghouse may reconsider your certification status and possibly rule invalid your verified status if it is determined that the status was knowingly obtained by false, misleading and/or incorrect information. Also note that if in a formal opinion, the California Public Utilities Commission determines that the WBE/MBE/LGBTBE/PDBE verification criteria under which you were deemed eligible is no longer valid, then your status may change or you may be required to comply with the change to maintain eligibility.

You can view an electronic version of this letter and your certificate at www.thesupplierclearinghouse.com.

Certified Profile

CLOSE WINDOW

Print

Business & Contact Information

BUSINESS NAME	**Pathways Climate Institute LLC**
OWNER	**Ms. Christine May**
ADDRESS	**650 California Street** **FL7** **San Francisco, CA 94108 [map]**
PHONE	**510-289-5705**
EMAIL	**kris.may@pathwaysclimate.com**
WEBSITE	**http://www.pathwaysclimate.com**
ETHNICITY	**Caucasian**
GENDER	**Female**
COUNTY	**San Francisco (CA)**

Certification Information

CERTIFYING AGENCY	**California Department of Transportation**
CERTIFICATION TYPE	**DBE - Disadvantaged Business Enterprise**
CERTIFIED BUSINESS DESCRIPTION	**Environmental- Environmental Impact Studies** **Environmental Consulting Services**

Commodity Codes

Code	Description
CA WCC C8793	ENVIRONMENTAL – ENVIRONMENTAL IMPACT STUDIES
NAICS 541620	Environmental consulting services

Additional Information

WORK DISTRICTS/REGIONS	**All work districts/regions**
CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	**45249**

Printed on: 5/8/2024 12:03:23 PM

To verify most current certification status go to: https://www.caleprocure.ca.gov

Office of Small Business & DVBE Services

Certification ID: 2005392

Legal Business Name:
Pathways Climate Institute LLC

Doing Business As (DBA) Name 1:

Doing Business As (DBA) Name 2:

Address:
650 California Street
FL7
SAN FRANCISCO
CA 94108

Email Address:
kris.may@pathwaysclimate.com

Business Web Page:
www.pathwaysclimate.com

Business Phone Number:
510/289-5705

Business Fax Number:

Business Types:
Service

Certification Type	Status	From	To
SB(Micro)	Approved	04/11/2024	04/30/2026

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!
-LOG IN at CaleProcure.CA.GOV

Questions?
Email: OSDSHELP@DGS.CA.GOV
Call OSDS Main Number: 916-375-4940
707 3rd Street, 1-400, West Sacramento, CA 95605

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 _____.

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.

John R. Gibbs, Principal	John R. Gibbs	8/20/2024
Name and Title	Signature	Date

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: Wallace Roberts & Todd, LLC

Certified By John R. Gibbs, ASLA, LEED AP Title Principal

Name

JOHN R. GIBBS Date 8/20/2024

Signature

Equal Opportunity Contracting
Sole Source Contracts, Cooperative Procurement Contracts
Goods/Services Contracts Under $150,000
Revised 1/1/16
OCA Document No. 1208377

RFP ITEM **2.4**

The City of SAN DIEGO

EQUAL OPPORTUNITY CONTRACTING (EOC)
1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR).*

NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION

Type of Contractor: ☐ Construction ☐ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor
☒ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company: Wallace Roberts & Todd, LLC

ADA/DBA: WRT

Address (Corporate Headquarters, where applicable): 120 2nd Street, 3rd Floor

City: San Francisco County: San Francisco State: CA Zip: 94105

Telephone Number: 415.882.7853 Fax Number: N/A

Name of Company CEO: Joseph W. Healy, AIA, LEED AP BD+C

Address(es), phone and fax number(s) of company facilities located in San Diego County **(if different from above):**

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: LLC Type of License: N/A

The Company has appointed: Susan Sweeney

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: 1700 Market Street, Suite 2800, Philadelphia, PA 19103

Telephone Number: 215.430.5061 Fax Number: N/A Email: SES@wrtdesign.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 Wallace Roberts & Todd, LLC
(Firm Name)

San Francisco *(County)*, CA *(State)* hereby certify that information provided herein is true and correct. This document was executed on this 20th day of August, 2024

John R. Gibbs
(Authorized Signature)

John R. Gibbs, ASLA, LEED AP
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Wallace Roberts & Todd, LLC DATE: 8/20/2024

OFFICE(S) or BRANCH(ES): San Francisco COUNTY: San Francisco

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

(1) Black or African-American
(2) Hispanic or Latino
(3) Asian
(4) American Indian or Alaska Native
(5) Native Hawaiian or Pacific Islander
(6) White
(7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial		1	1	1	2	8					20	10		
Professional	1	5	3	3	6	10					13	25	1	2
A&E, Science, Computer														
Technical												1		
Sales														
Administrative Support		2	1			2								
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	1	8	5	4	8	20					33	36	1	2

Grand Total All Employees	118

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled				2	2	1					5	9		

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: _____ DATE: _____

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

(1) Black or African-American
(2) Hispanic or Latino
(3) Asian
(4) American Indian or Alaska Native
(5) Native Hawaiian or Pacific Islander
(6) White
(7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														
Totals Each Column														

N/A

Grand Total All Employees

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														

ADDITIONAL INFORMATION AS REQUIRED IN EXHIBIT B

RFP ITEM **2.8**

Our responses to prompts from Exhibit B (Exhibit B, Item D1, D2, D3, D4, and D5) can be found in Tab B, in our response to RFP item 2.13 - "Proposer's Response to the RFP".

PAGE LEFT BLANK INTENTIONALLY



SCRIPPS INSTITUTE OF OCEANOGRAPHY NEIGHBORHOOD MASTER PLAN | WRT
LA JOLLA, CA



TAB

B

EXECUTIVE SUMMARY AND RESPONSES TO SPECIFICATIONS

The City of SAN DIEGO

RFP ITEM **2.10**

Request for Proposal (RFP) for As-Needed Multi-Disciplinary Consultant Services for the City Planning Department

Addendum A

Solicitation Number:	10090174-25-D
Solicitation Issue Date:	July 30, 2024
Pre-Proposal Conference:	No Pre-Proposal Conference will be held.
Questions and Comments Due:	August 6, 2024 @ 12:00 p.m.
Revised Proposal Due Date and Time ("Closing Date"):	**August 21, 2024** @ 2:00 p.m.
Contract Terms:	Five (5) years, as defined in Article I, Section 1.2 of the City's General Contract Terms and Provisions.
City Contact:	Damian Singleton Sr. Procurement Contracting Officer 1200 Third Avenue, Suite 200 San Diego, CA 92101 (619) 235-5743
Submissions:	Proposer is required to provide one (1) original hard copy and one (1) electronic copy (e.g., thumb drive or CD), or an electronic bid via PlanetBids, of their response as described herein. **The City may require Proposers to submit original hard copies prior to execution of the contract if the PlanetBids electronic submission does not include an authorized electronic signature page (e.g., Adobe Sign, DocuSign).** **Completed and signed RFP signature page is required, with most recent addendum listed as acknowledgement of all addenda issued.**

RFP ITEM
2.11

CONTENTS

A. TAB A: FORMS, REQUIRED DOCUMENTS, ETC. ..... Page 4

B. TAB B: EXECUTIVE SUMMARY + PROPOSERS RESPONSE TO RFQ .. Page 72

C. TAB C: COST PROPOSAL ..... Page 170



INEZ GRANT PARKER MEMORIAL ROSE GARDEN AT BALBOA PARK | WRT
SAN DIEGO, CA

EXECUTIVE SUMMARY

RFP ITEM
2.12



Park concept from the San Diego College Area Community Plan Update

WRT KNOWS SAN DIEGO

The proposed WRT staff each bring substantial project experience in San Diego. Our project manager, Peter Winch, successfully led three previous Community Plan processes. A native San Diegan, John Gibbs worked on the Euclid/Market Plan, Uptown Plan, and planning for UCSD.

SAN DIEGO KNOWS WRT

WRT brings a 25 year plus legacy of work in the San Diego area with the City of San Diego, other regional governments, and local universities.

EXPERTISE AT YOUR FINGERTIPS

WRT wants to help you leverage this team to solve the complex challenges ahead. From engagement to economics and from complete streets to CEQA, we have the preeminent local experts available to you and us. We have complemented our local team with strategic national and international partners who offer fresh ideas and unique skills.

A TEAM READY TO WORK TOGETHER

This team has been forming for years through previous work and in preparation for this opportunity. It is an exemplary team that has worked together on past assignments.

WE ARE YOUR PARTNERS

We take seriously the role to lead our team and manage resources to best support you. Our planning and design process is anchored by our approach to on-call contracting, conducting communications protocol, paying close attention to schedule and budgeting, and the guarantee of quality control for deliverables.

WRT is excited to support the **City of San Diego with As-Needed Multidisciplinary Planning Services**. As team leader, WRT brings a 60-year history of helping communities plan, design, and realize their visions for improving the quality of their built, human, and natural environments. WRT is deeply committed to promoting urban form that is responsive to existing fabric, community character, and promotes choice in mobility and housing to best serve neighborhoods and the City as a whole—fundamental qualities of a city of villages.

WRT has practiced in San Diego for well over 25 years, with senior staff having lead roles in the Citywide Trails Master Plan existing conditions analysis, College Area Community Plan, Euclid/Market Land Use and Mobility Study; Southeastern, Encanto, and Mission Valley Community Plan Updates; and extensive work at UC San Diego and Balboa Park. Over the years WRT has implemented projects within the General Plan and community plans and have followed design guidelines as well as prepared them. We understand the City's development code and discretionary review process. We understand the importance of Community Planning Groups (CPGs) and embrace their hands-on knowledge, community intuition and understanding.

For the range of planning work that could be assigned under the As-Needed contract, we have put together a team that covers a diverse array of planning expertise and a depth of local San Diego experience. Our team is responding to all 10 listed service categories.

Project Administration
WRT

Community Outreach + Engagement
WRT, Byrne Communications, Pendoley Strategies & Communications

Land Use
WRT

Mobility
Chen Ryan Associates, Systematica

Economic Analysis
London Moeder Advisors, Keyser Marston Associates

Urban Design
WRT, Citythinkers

Historic Preservation
Page & Turnbull

Public Facilities
WRT, Nasland Engineering

Urban Greening
WRT, Nasland Engineering

CEQA
Recon

Climate Resilience
WRT, Arup, Pathways Climate Institute

PROPOSERS RESPONSE TO RFP

RFP ITEM
2.13



▲ **FRESNO TOWER DISTRICT SPECIFIC PLAN | WRT**
FRESNO, CA

SERVICE CATEGORIES INCLUDED IN THIS PROPOSAL
Project Administration
Community Outreach/ Engagement
Land Use
Mobility
Economic Analysis
Urban Design
Historic Preservation
Public Facilities
Urban Greening
CEQA
Climate Resilience

WRT is a team of planners, urban designers, architects, and landscape architects. We value the impact of our collective approach to create simple solutions for complex problems across scales. We serve our communities by designing places that enhance the natural and social environment.

WRT works across scales and professional disciplines to create forward-thinking, actionable solutions that meet the unique needs of the communities we serve. We promote the cross-pollination of ideas, perspectives, and techniques by emphasizing integrative learning, critical thinking, and creative problem solving among our staff of planners, urban designers, landscape architects, and architects, as well as with our clients and partners. We have always believed that although each professional discipline has a focal area of expertise and concern, each must be viewed as overlapping with the others in a continuum: from the wider ecological, environmental, social, economic, and urban planning factors through landscape, urban design, and ultimately architectural form.

Each of the disciplines we practice seeks a balanced approach to the natural, physical, social, and economic factors in considering a project's sustainability.



LANDSCAPE ARCHITECTS



PLANNERS



URBAN DESIGNERS



ARCHITECTS

FOUNDED IN

1963

WRT HAS WON

400+

PLANNING AND DESIGN AWARDS

Regardless of the scale of the assignment, all of the firm's work strives to meet high standards of design excellence to express the cultural identity of the place.

WRT's success is based on our tradition of excellence, innovation, and leadership in planning and design, and our commitment to the firm's guiding principles of designing with nature and reinforcing urbanism. We work with communities to address and integrate complex issues related to quality of life and physical character, growth management, economic and fiscal health, infrastructure capacity, and resource preservation and activation. We build on the strengths of those who have come before us, but welcome change as an opportunity to create impact.

Our practice is guided by the following themes:

Placemaking at all Scales

At its core, the craft of placemaking is the process of activating the public realm through design. It is our conviction that placemaking is integral to improving quality of life, supporting inclusive growth, and integrating the shared values of communities. Uniting planning, architecture, and landscape architecture, placemaking is a transformative tool that shapes public spaces into equitable community places. We develop a true understanding of the unique character of a community to create places that enhance existing assets, strengthen connections between people and spaces, and promote healthier communities.

Achieving Equity

We believe in equitable communities that level playing fields for their most vulnerable citizens—homeless, low-income, youth, elderly, disabled, immigrant, refugee, and LGBTQ. At our core, we believe that while talent is universal, opportunity is not. Our projects address this inequity by tackling issues of housing affordability/insecurity, mitigating gentrification/displacement, advocating for environmental justice, supporting local economies, building local capacity, focusing on community health and well-being, and ultimately re-balancing social determinants of health—so that talent can thrive everywhere.

Embracing Community Values

The threads of a community create a sense of belonging, strength, comfort, and resiliency. An understanding of these threads—shared stories, common values, a similar culture—forms a foundation from which communities can build capacity, regenerate, and blossom. We tailor engagement tools (from high-tech to no tech) to enable residents to discover the distinct characteristics of their communities, as well as their needs and ambitions. Working alongside communities, we shape aspirational yet implementable plans that range in scale from neighborhood, corridor, and district plans, to regional and citywide plans, to park and resiliency master plans.

Planning For Resiliency

Our planning and design practice is guided by an ecological and systems-based approach with resiliency at its core. This approach is essential in addressing today's complex challenges dealing with environmental, social, economic, and technological changes. WRT was among the first planning and design firms to recognize the need to "design with nature" in order to sustain natural resources and provide a healthy living environment for all. We bring our expertise in ecology, parks and open space, green stormwater infrastructure, and revitalization of urban neighborhoods and districts to mitigate the vulnerabilities and challenges communities face and help them adapt for an ever-changing future.

WRT'S COMMITMENT TO DIVERSITY, EQUITY, AND INCLUSION

WRT is focused on integrating elements of diversity, equity, and inclusion (DEI) into all of our work. A focus on DEI is critical to achieving the best project outcomes for all.

We prioritize the health of our cities through enhancements in neighborhoods, communities, education, and parks. Our external efforts aim to build both community health and wealth, leading to stable and resilient communities. Our internal efforts seek to shape WRT's firm culture around shared principles of diversity, equity, and inclusion.

EDI in Our Partnerships

We strive to hire professionals and bring aboard other firms as partners in our projects who match the diversity of communities which we serve. WRT's collaboration includes working with communities and other design professionals on many of our projects. We often partner with M/W/DSBE firms to bring specific expertise to the team.

Community Ambassador Model

In order to support capacity building, WRT often trains and hires Community Ambassadors (paid local residents) to conduct direct outreach to fellow community members. We have recently and successfully deployed this model in various community planning efforts in Trenton, NJ, Philadelphia, PA, and Newport News, VA. Empowering residents to conduct this type of grassroots outreach provides community members with the opportunity to be the author of their own stories and directly shape the outcome of the plan and be compensated for their time.

Park Access + Equity

WRT's practice begins with the perspective that every community deserves safe, convenient access to high quality public spaces to exercise, socialize, and interact with nature. We work to set in motion changes that will advance equitable access to parks in each community we work with. In our work in Fresno, CA, key findings about the profound need for reinvestment helped provide a basis for Measure P, a sales tax surcharge approved by Fresno voters in 2018. Now in effect, WRT is assisting the City to guide data-driven, equity-based implementation. We have defined and mapped "highest-need neighborhoods" and created a framework for prioritizing existing parks and areas for future parks.

Diversifying the Future Planning + Design Pipeline

Nationally, the planning and design industry is not where it should be with regard to racial diversity. A contributing factor is the lack of diversity among the applicant pool that enrolls in planning and design schools. To address this WRT is an leader within the education continuum as a 13-year Board member and active participant in the Greater Philadelphia chapter of the Architecture Construction Engineering (ACE) Mentor Program, which exposes students to careers in the design and construction industry and helps them achieve career objectives with scholarships and support. WRT has committed to being an ACE Transformative Founding Partner and the inaugural Planning and Design firm, where WRT will provide select students with one-on-one mentoring during their education program and provide a paid internship each summer while they are in their education program, and ideally provide a starting position at WRT upon graduation.

Resident Intern Pilot

WRT is in the second cycle of an "Resident-Intern Pilot" where we collaborate with our local community leaders to identify a resident with an interest in planning and design and then hire them as an intern at WRT. The basic idea is two-fold—expose them to our planning and design professions, and also bring their voice and perspective into our work. We currently have a large multi-phased redevelopment project underway in Newport News with Pennrose where we implemented this resident-intern pilot there in collaboration with the local YouthBuild program.

WRT DEI Committee

DEI is an integral part of WRT's culture, having founded its' inaugural DEI Committee in 2020. The committee is currently leading an audit of WRT's policies and practices from an DEI lens to provide recommendations for making WRT more equitable, diverse, and inclusive. The committee has also led several firmwide cultural events and engagements with professional DEI consultants.

Our partners also demonstrate their commitment to diversity, equity, and inclusion:

Chen Ryan Associates: As a woman and minority owned business, CRA has long been committed to fostering a diverse workplace with a supportive and inclusive culture. Several of our staff members, including founding principal Monique Chen, are active members of the Women's Transportation Seminar (WTS) which supports the advancement of women in the transportation industry. CRA staff regularly volunteer to support the annual San Diego Pride Festival, assisting with event traffic control and other as-needed volunteer duties. Career development program at Southwestern Community College, providing mentorship, mock interviews to support students

CRA's Employee Handbook, which is provided to all employees for review and acknowledging signature, includes policies related to equal employment opportunities for hiring or any other employment decisions, including but not limited to, compensation, benefits, training, promotions, transfers, and job assignment practices. The Employee Handbook also reiterates the protections provided by the Religious Freedom Act of 2012 and Americans with Disabilities Act. Further, the Employee Handbook includes an Anti-Harassment, Discrimination, and Retaliation Policy, Transgender and Gender Nonconforming Rights Policy, and Abusive Conduct/ Anti-Bullying Policy.

Keyser Marston Associates: At KMA, we believe in cultivating a workplace that supports, values, and embraces all staff through equity and inclusiveness. We have long been committed to building and developing a team that exemplifies diverse backgrounds, skills, and perspectives and equips all staff to thrive. Our policies ensure equal employment opportunity without regard to race, religion, national origin, gender identity or expression, sexual orientation, age, marital status, disability, or any other basis as protected by law. Our Real Estate Internship program has proven to attract individuals from a broad swath of ethnicities, beliefs, and backgrounds, continually enriching our company's societal sensitivity. KMA staff are active with local industry organizations that offer opportunities for cultural education and enrichment.

Nasland Engineering

Nasland Engineering is committed to ensuring that staff, consultants, and vendors of all ages, backgrounds, religions, races, ethnicities, gender, national origins, sexual orientations, physical abilities, and all other visible and non-visible differences feel welcome and respected, are treated equitably, and are to fully engage with working at, for, and with Nasland Engineering. Our Diversity, Equity, and Inclusion (DEI) plan provides a framework for new and existing related DEI initiatives and policies across Nasland Engineering. Nasland is committed to fostering a more inclusive and equitable workplace through several initiatives. The company ensures employment practices attract and advance candidates based on merit and alignment with its values, focusing on diverse talent recruitment, development, and retention. Nasland implements policies and systems to eliminate bias and discrimination, enhancing communication to promote diversity, equity, and inclusion. The work environment is designed to be welcoming and supportive for individuals from varied backgrounds. Additionally, Nasland actively builds enduring partnerships with external organizations that share these commitments.

Nasland has implemented various actions and policies to reinforce its commitment to diversity, equity, and inclusion. These include specialized training for management and personnel, such as Harassment Training and Cyber Security Training, alongside an Equal Employment Opportunity (EEO) Plan and a comprehensive Employee Code of Conduct. Additionally, Nasland collaborates with partner organizations like MESA for resume and interview workshops and hosts student shadow days, while also supporting mentorship programs aimed at empowering small and disadvantaged businesses.

Arup: We recognize that many of the systems and industries we work within have been shaped by inequity. Arup is making a concerted effort to confront these challenges and meaningfully advance EDI. It is even more important that we bring our clients and peers with us while demonstrating humility and compassion, recognizing that real change takes time. We have committed to advancing EDI in all areas of our business. We believe that fostering an inclusive workplace where members feel a sense of belonging at Arup is a business imperative. We have made significant progress in operationalizing EDI — integrating EDI into all aspects of the business — and we continue to see the impact these efforts have made through local office activities and our employee resource groups. We recognize the need to build upon this progress to strengthen the focus on inclusion and improve leadership engagement.

PROJECT EXAMPLES

EXHIBIT B
C



WRT

College Area Community Plan Update

San Diego, CA

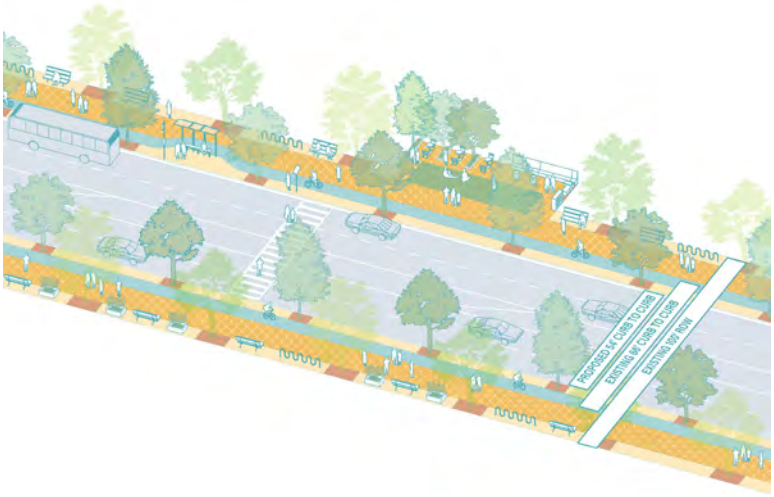
The City of San Diego is in the process of updating the community plan for the College Area, an area approximately eight miles northeast of Downtown that includes SDSU and its Trolley station, the surrounding, predominantly single-family residential neighborhoods, and El Cajon Boulevard. The College Area is projected to nearly double in population by 2050. The plan update should guide that change in a way that serves city and regional goals while enhancing quality of life and the vision of the community.

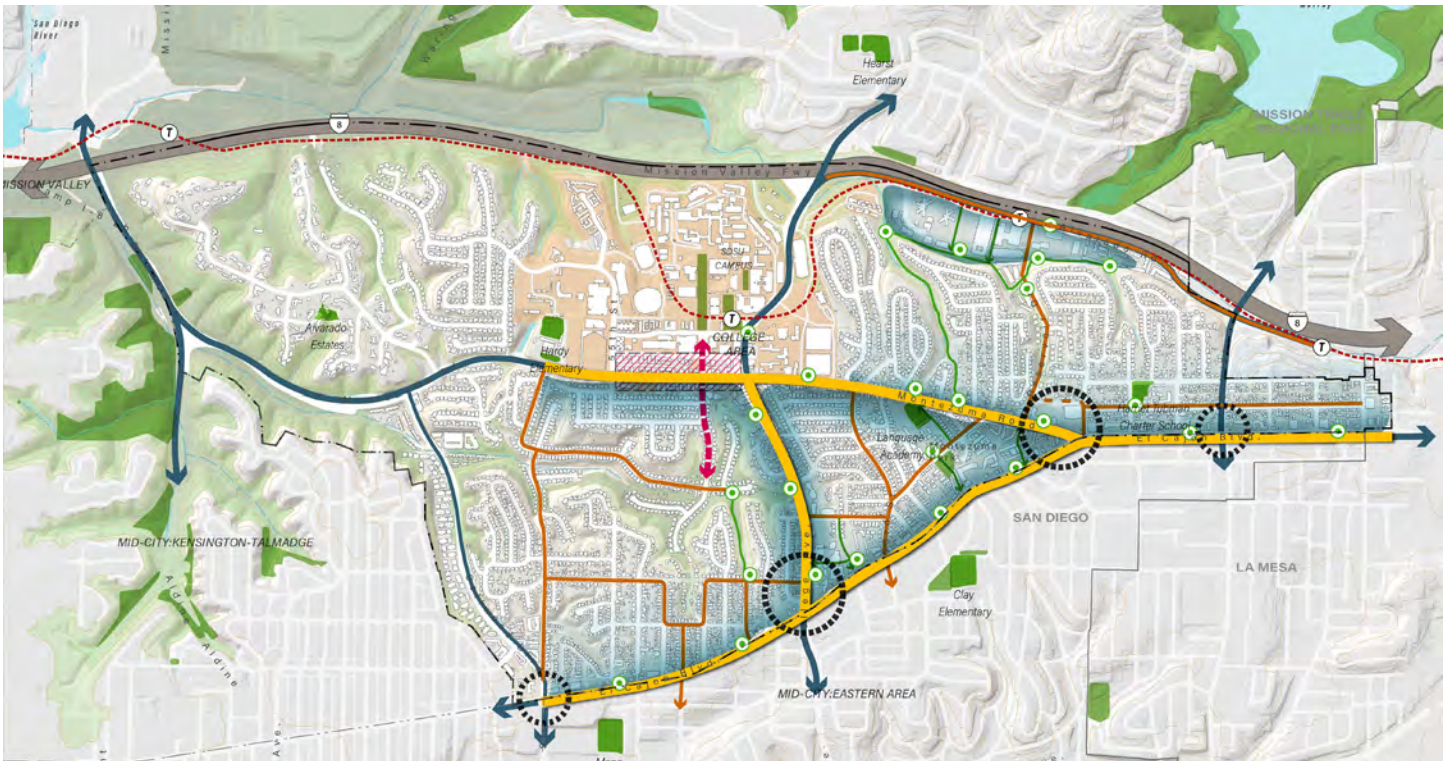
WRT leading a Consultant Team to provide critical support in the areas of urban design, mobility, streetscape enhancement, park and public space concepts, development test fitting and feasibility, historic resource analysis, and community engagement. Our work has supported challenging discussions about how to absorb growth and a new scale of development in an evolving suburban setting.

CLIENT REFERENCE
Nancy Graham
Program Manager
City of San Diego
(T) 619.236.6891
(E) Ngraham@SanDiego.gov

APPLICABLE SERVICE CATEGORIES
Project Administration; Community Outreach/Engagement; Land Use; Mobility; Economic Analysis; Urban Design; Historic Preservation; Public Facilities; Urban Greening

PROJECT VALUE
$245,424



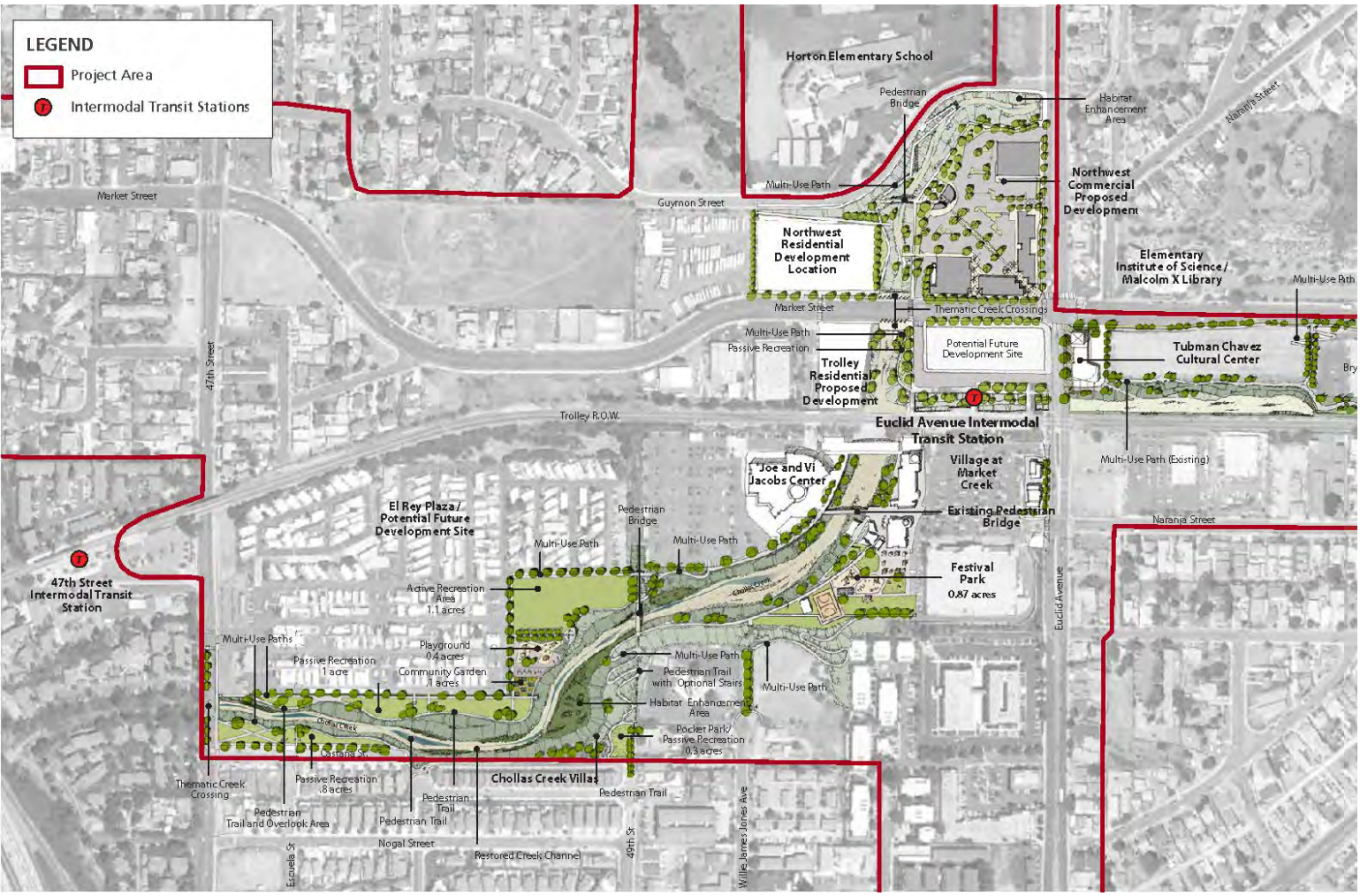


As part of an Issues and Opportunities analysis, WRT identified opportunities for multifunctional, complete corridors and placemaking at key nodes (above).

Streetscape concepts include testing and visualization of a community vision for a linear park along Montezuma Road (top).

With virtually no undeveloped land outside of the rugged canyons, park opportunities include enhancement of existing parks and joint-use schools, and linear parks and plazas provided with future development (right).





WRT

Euclid + Market Land Use and Mobility Plan

San Diego, CA

CLIENT REFERENCE

Laura Black
Director of Development Services
City of Chula Vista
(Former Deputy Director, City of San Diego Planning Department)
(T) 619.691.5002

APPLICABLE SERVICE CATEGORIES

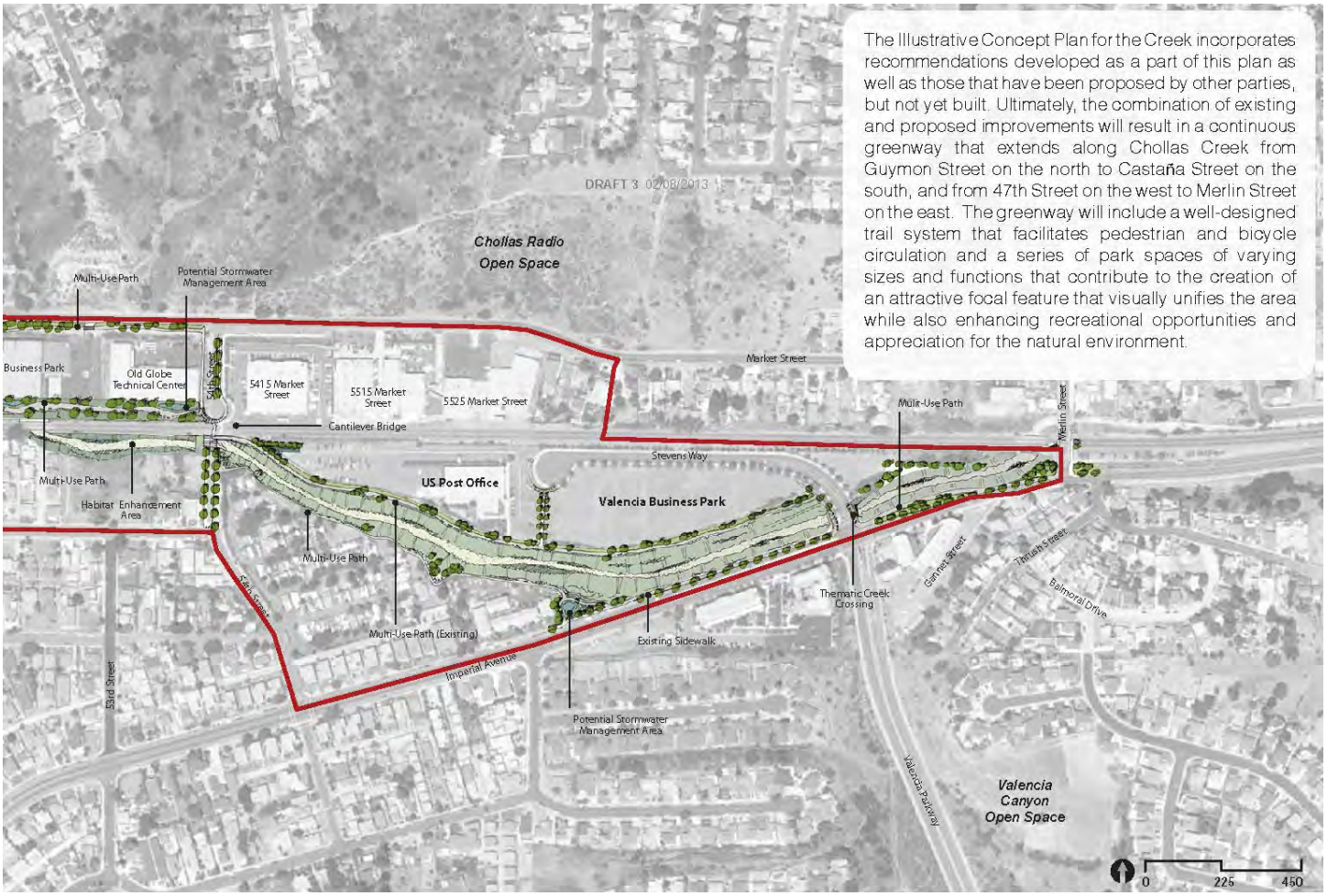
Project Administration; Community Outreach/Engagement; Land Use Mobility; Economic Analysis; Urban Design; Public Facilities; Urban Greening

PROJECT VALUE

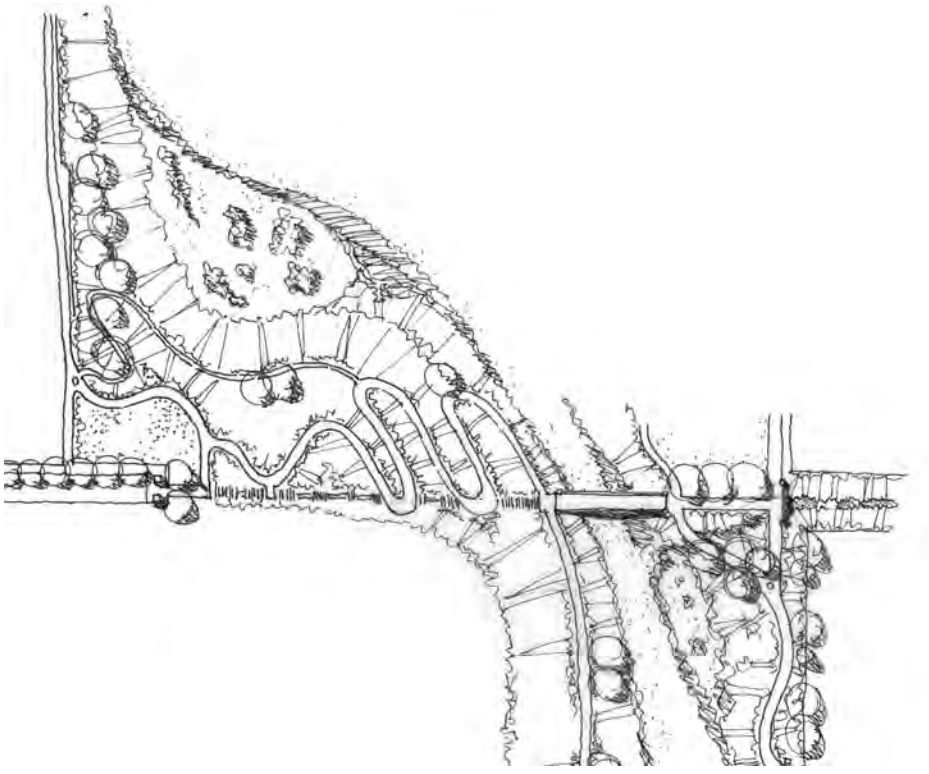
$382,912

The Euclid + Market Land Use and Mobility Plan (EMLUMP) overseen by WRT in Southeastern San Diego was a detailed initiative encompassing several key aspects. The project involved comprehensive project management, extensive community engagement through workshops and meetings, and an in-depth analysis of current conditions. It emphasized a sustainable mix of residential, commercial, and employment opportunities. Significant to the plan was the enhancement of mobility infrastructure, including transit, pedestrian, and cycling paths, along with the ecological restoration of Chollas Creek. Moreover, the development of community facilities aimed to cater to diverse cultural and health needs.

The outcomes of this project were multifaceted. It significantly improved connectivity within the area, leading to a more integrated and accessible community. The economic upliftment came through new commercial and job opportunities, invigorating the local economy. These developments, in combination with the environmental and infrastructural improvements, greatly enhanced the residents' quality of life. The plan not only transformed the physical landscape but also contributed to a stronger, more connected community fabric.



The Illustrative Concept Plan for the Creek incorporates recommendations developed as a part of this plan as well as those that have been proposed by other parties, but not yet built. Ultimately, the combination of existing and proposed improvements will result in a continuous greenway that extends along Chollas Creek from Guymon Street on the north to Castaña Street on the south, and from 47th Street on the west to Merlin Street on the east. The greenway will include a well-designed trail system that facilitates pedestrian and bicycle circulation and a series of park spaces of varying sizes and functions that contribute to the creation of an attractive focal feature that visually unifies the area while also enhancing recreational opportunities and appreciation for the natural environment.







WRT

HARD On-Call Services

Alameda County, CA

Through an on-call contract, WRT has worked with the Hayward Area Recreation & Park District (HARD) on a variety of assignments ranging from system-wide planning to neighborhood park design. HARD is an independent special use district encompassing a 100 square mile area that serves over 280,000 residents and is the largest recreation district in the State of California.

Parks Master Plan + Ashland Common and Mateo Street Park: WRT and PROS Consulting developed an updated HARD) Parks and Recreation Master Plan. Major components of the planning process included stakeholder engagement, comprehensive gap analysis and needs assessment, level of service analysis, policies, and financial implementation strategy. The Master Plan was leveraged to garner State of California Prop 68 funding for community-based planning, design and construction of two new parks in the under-served Ashland community. First, WRT led a community-based master planning for Ashland Common, a new, amenity-rich plaza. WRT is now working with Trust for Public Land (TPL) and HARD to complete park design through construction documentation. The design balances much-needed green space with hardscape areas that can accommodate a market plaza and community events. WRT led a second park planning effort to compete for Prop 68 funds for Mateo Street Park, a small neighborhood park.

CLIENT REFERENCE

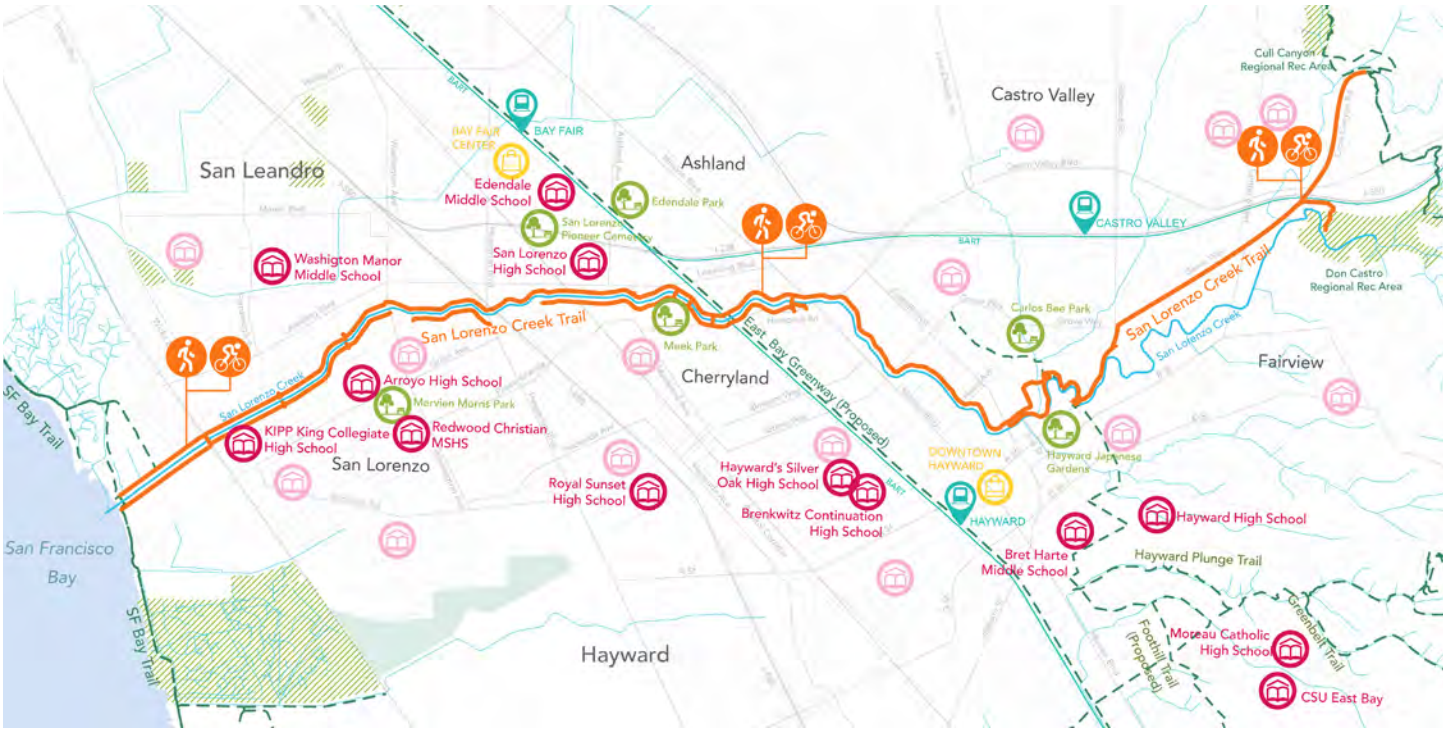
Michael Williams
Senior Bond Project Manager
HARD
(T) 510.881.6700
(E) WmsM@HaywardRec.org

APPLICABLE SERVICE CATEGORIES

Project Administration; Community Outreach/Engagement; Mobility; Urban Design (Parks + Trails); Public Facilities; Urban Greening; Climate Resilience

PROJECT VALUE

$2,165,000 (over several projects)

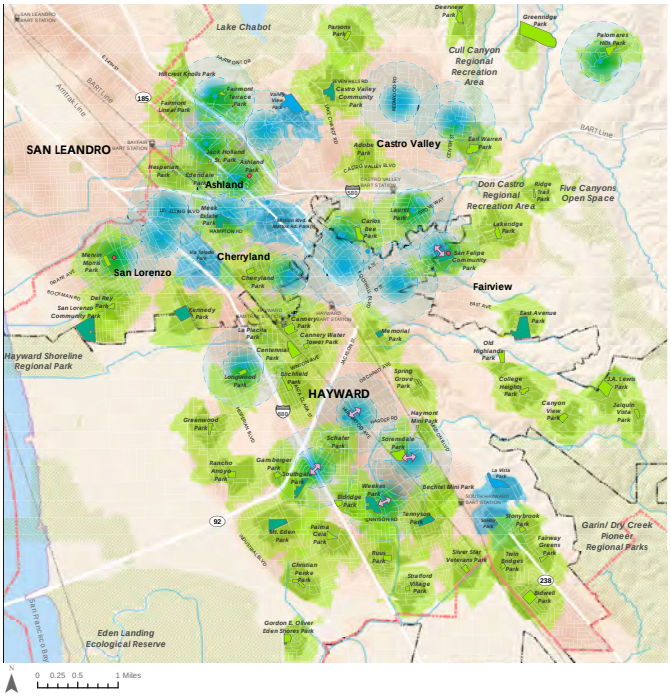


SAN LORENZO CREEKWAY ▲
ALAMEDA COUNTY, CA

Trails + Open Space Master Plan: Trails emerged as a priority for HARD, whose service area extends from San Francisco Bay into the East Bay Hills and serves a diverse population of 300,000. WRT is worked with HARD on a district-wide plan to identify opportunities for a linked trail network, its key characteristics, and an implementation strategy to achieve it.

Foothill Trail Master Plan: Concurrently, WRT drafted a master plan for the Foothill Trail, which will travel along the alignment of a canceled highway project and give Hayward residents the chance to enjoy open meadows, oak woodlands, and expansive views over the city and bay. Our work will result in specific alignment and design standards that developers along the corridor will follow.

San Lorenzo Creekway Vision: WRT led a community-engaged vision and plan for what we have called the San Lorenzo Creekway, using Flood Control District access roads to provide a safe and enjoyable transportation route for people on foot and on bikes. This initiative supported applications for active transportation and urban greening grant funding from the State of California. The San Lorenzo Creekway will provide a safe and enjoyable active transportation route for people of all ages in the communities along its path, connecting neighborhoods with schools, parks, shopping areas, and downtown Hayward.



◀ **HARD PARKS MASTER PLAN | WRT**
ALAMEDA COUNTY, CA
Access to Existing, Planned, and Potential Parks



WRT

Tower District Specific Plan Update

Fresno, CA

This Specific Plan initiative builds on the success of the Tower District with its lively Olive Avenue commercial corridor, strong community identity, historic homes with mature trees, neighborhood schools, and grassroots community advocates. The current plan has served well for almost thirty years, helping to strengthen a walkable retail core, protect historic resources, and assure that new development is complementary to the scale and patterns of the original "streetcar suburb." It is time to update the plan to catalyze revitalizing investments in housing, jobs, parks, and multimodal streets, with an emphasis on equity. Longstanding preservation goals need to be reviewed in the context of recent State initiatives affecting single-family home parcels. Zoning needs to be revisited in the context of development feasibility and desirable outcomes. Entertainment uses need to be balanced with neighborhood livability. The District is not well-served by parks and public spaces. Working closely with the community and City Council, WRT is developing a Specific Plan Update that can advance these and other vital efforts to reduce barriers to infill development, create new parks and trails, and bring about a holistic vision for livability and community character.

CLIENT REFERENCE

Sophia Pagoulatos
Long Range Planning Manager,
Planning & Development
City of Fresno
(T) 559.621.8062
(E) Sophia.Pagoulatos@fresno.gov

APPLICABLE SERVICE CATEGORIES

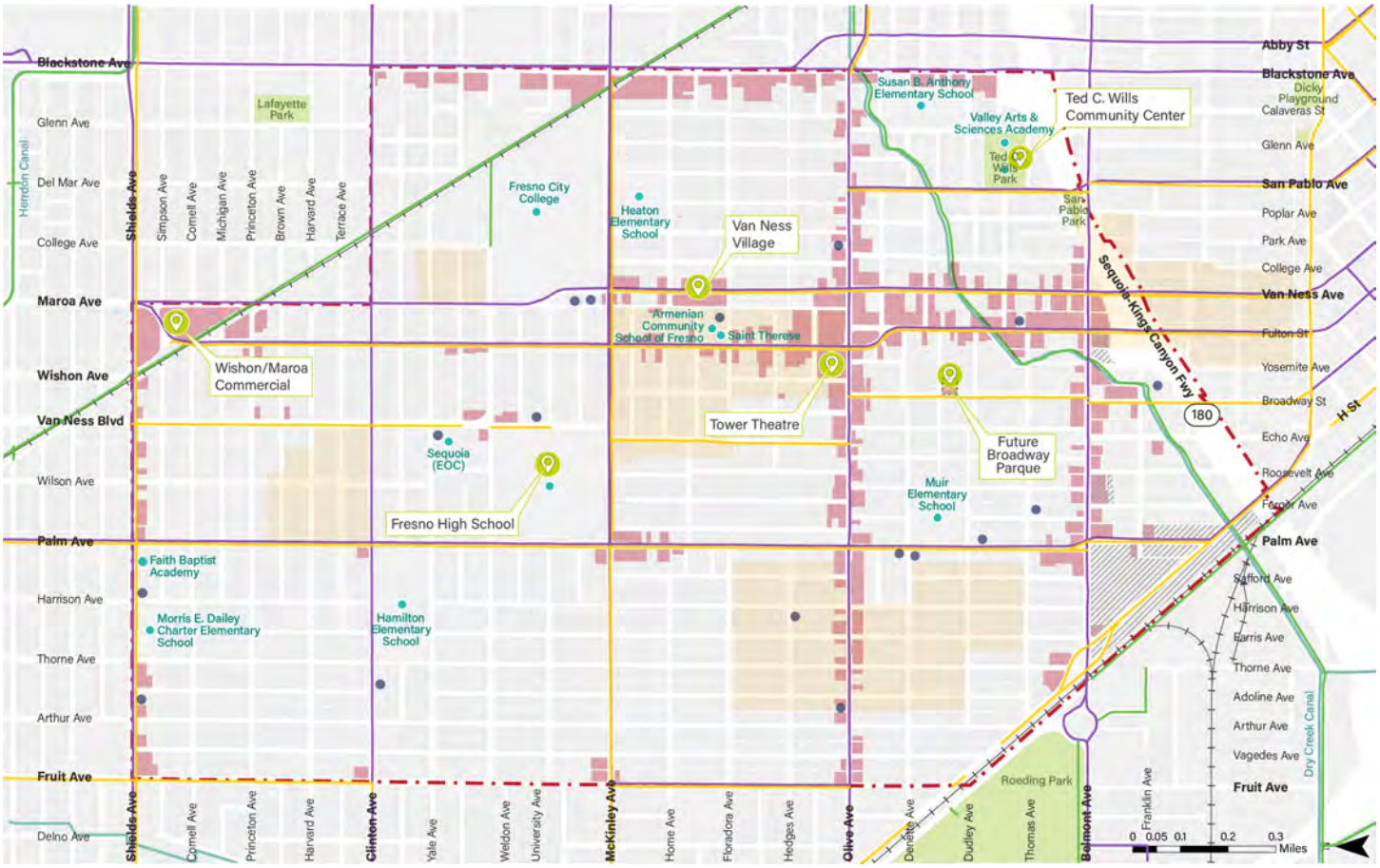
Project Administration; Community Outreach/Engagement; Land Use; Mobility; Economic Analysis; Urban Design; Historic Preservation; Public Facilities; Urban Greening; CEQA

PROJECT VALUE

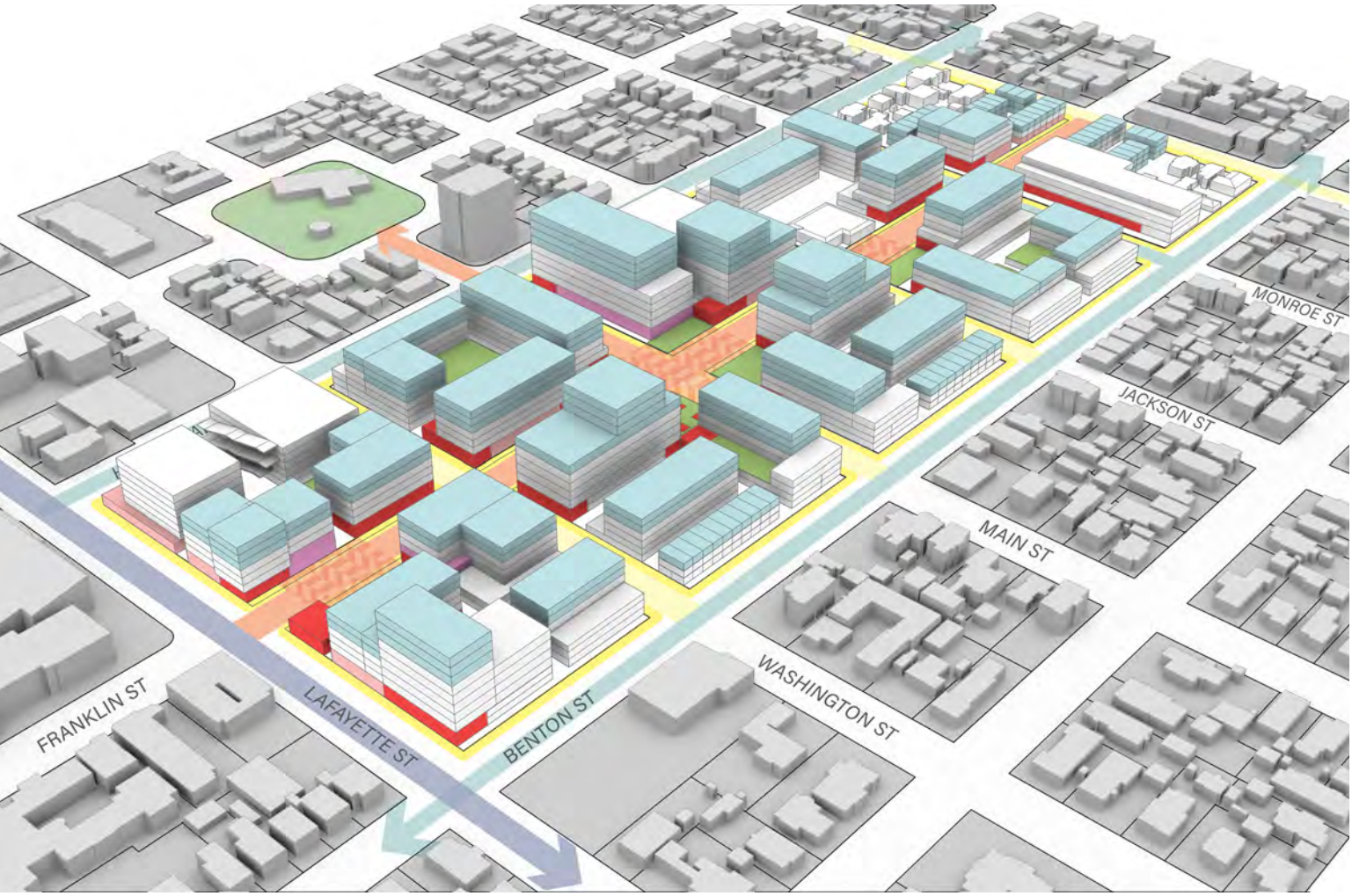
$570,000



The Tower District is rich in character. The Specific Plan Update will work to ensure this place can be enjoyed by the next generation of diverse residents.







WRT

Santa Clara Downtown Precise Plan

Santa Clara, CA

The Santa Clara Valley has evolved from being a thriving agricultural community in the 1800s to the Silicon Valley of today – arguably the leading tech innovation hub of the world. With the clearing of eight blocks of the old downtown as a result of the City's 1960s Urban Renewal Plan, the City now has the opportunity to rebuild the downtown fabric in a deliberate way and a way that can achieve the community's specific goals for downtown livability.

To this end, the Downtown Santa Clara Precise Plan will carefully lay the framework for a "core" that is simultaneously rooted in the ecological heritage of the valley, natural resources, and cultural and historical context, while being supported by infrastructure and amenities that will respond to the evolving needs of the community over time. To support the City in this effort, WRT is leading a diverse team of experts in town planning and place-making, transportation innovation, economic development, retail positioning, environmental analysis and community engagement.

CLIENT REFERENCE

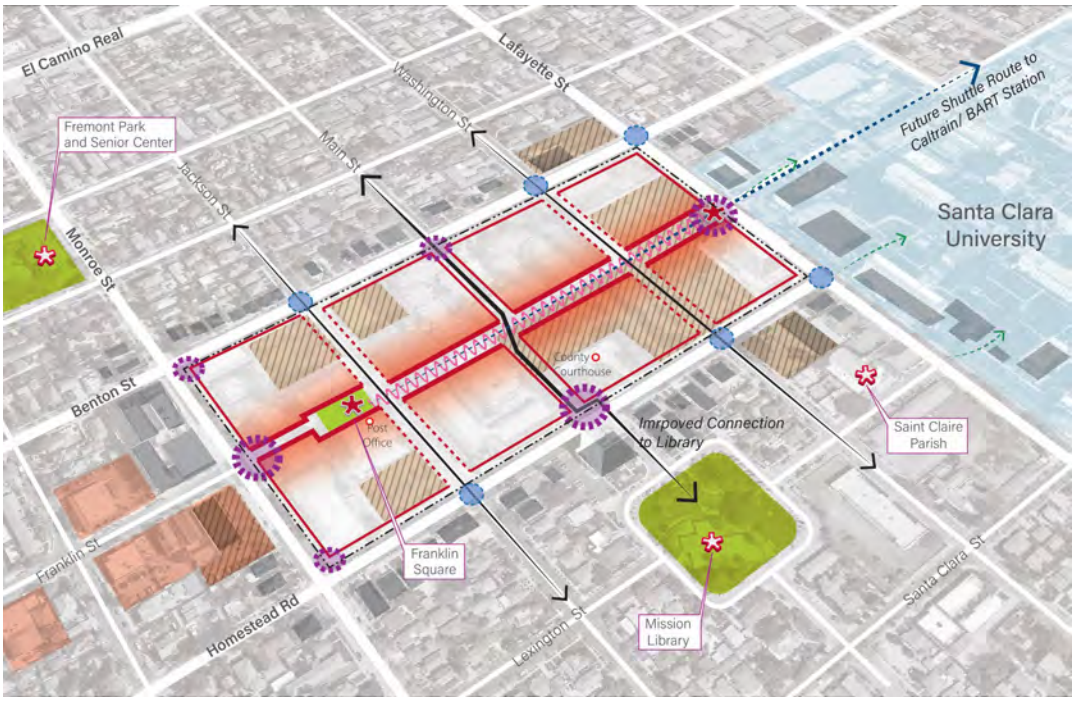
Lesley Xavier
Principal Planner
City of Santa Clara
Community Development Dept.
(T) 408.615.2484
(E) lxavier@santaclaraca.gov

APPLICABLE SERVICE CATEGORIES

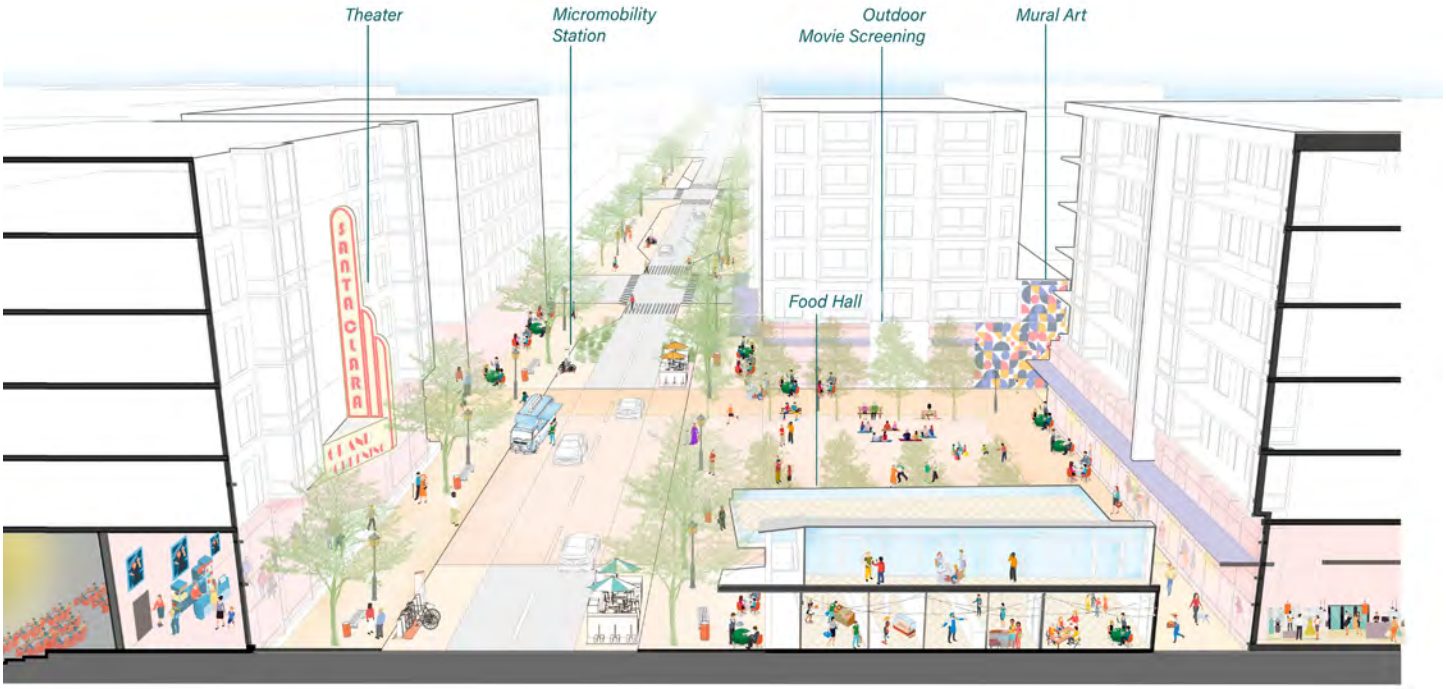
Project Administration; Community Outreach/Engagement; Land Use; Mobility; Economic Analysis; Urban Design; Historic Preservation; Public Facilities; Urban Greening; CEQA

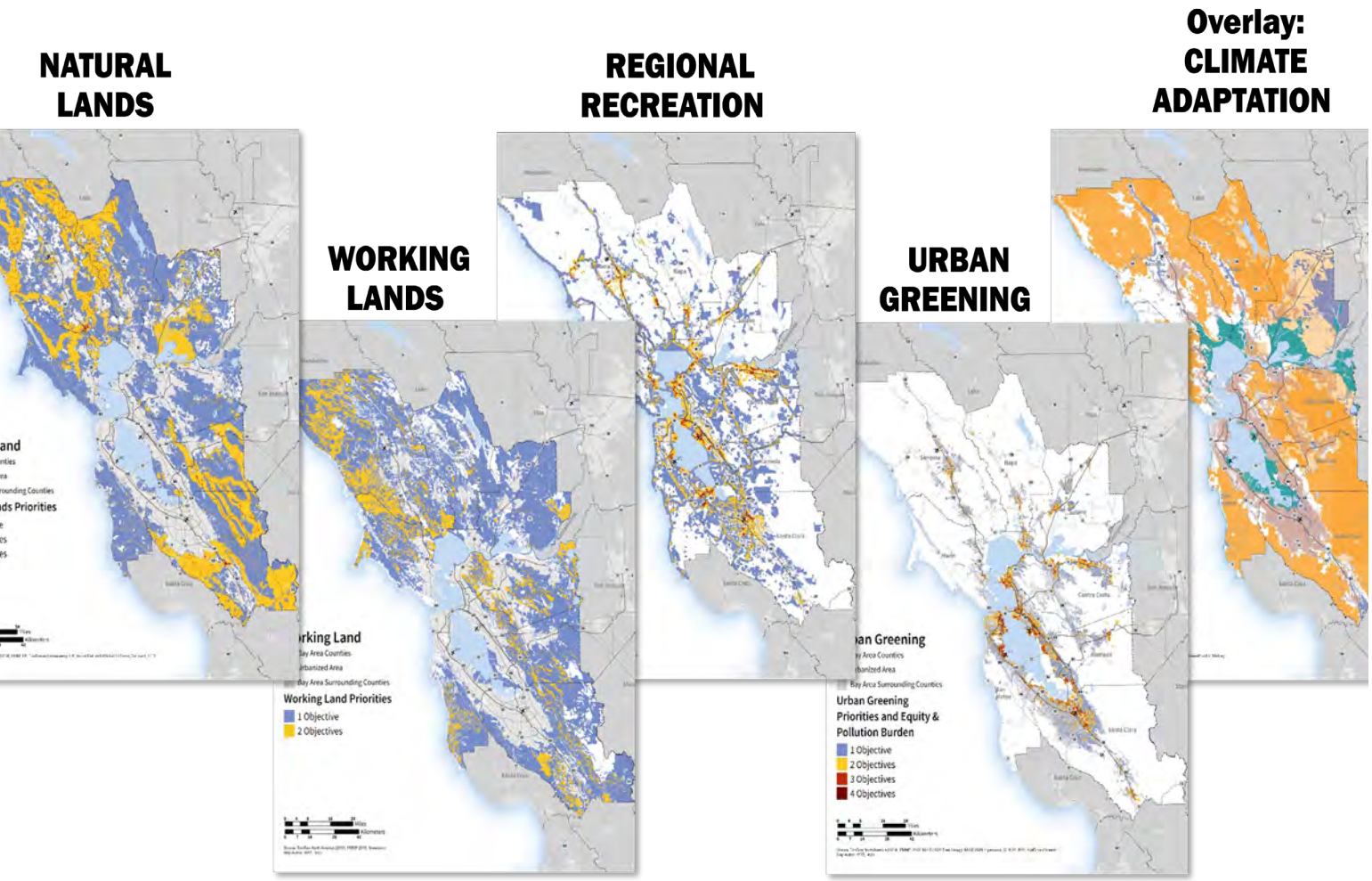
PROJECT VALUE

$979,990



Santa Clara's Downtown Precise Plan is a community driven process to guide a new mixed-use urban center, restoring the vibrance of the historic downtown area.





Metropolitan Transportation Commission Priority Conservation Area Refresh

Bay Area, CA

CLIENT REFERENCE

Michael Germeraad
Resilience Planner
Metropolitan Transportation Commission (MTC)
(T) 415.820.7945
(E) mgermeraad@bayareametro.gov

APPLICABLE SERVICE CATEGORIES

Project Administration; Community Outreach/Engagement; Land Use; Mobility; Urban Design; Public Facilities; Urban Greening; Climate Resilience

PROJECT VALUE

$342,122

WRT is leading the Metropolitan Transportation Commission (MTC) Priority Conservation Area (PCA) Refresh plan, strategically enhancing and preserving the Bay Area's ecosystems, open spaces, and agricultural lands in alignment with the goals of Plan Bay Area 2050. The initiative addresses the crucial balance between housing needs and conservation priorities in a region known for its diverse ecosystems. The PCA Refresh plan, under WRT's stewardship, is designed to advance conservation while championing social equity and climate resilience. Engaged in a meticulous review of the existing PCA framework, WRT is crafting a vision for next-generation PCAs with clear goals, objectives, and the incorporation of innovative data and mapping tools.

This collaborative, multi-stakeholder process ensures the plan reflects and responds to community needs, aiming for a Bay Area that is equitable, resilient, and sustainable for all residents. A final report, anticipated in early 2024, will offer guidelines and resources for effective conservation planning and policy decisions in the region.

"The PCA funding supported park planning and scope that was later leveraged to secure capital funding from local, regional, and state funding sources."

- Survey 1 Participant's Voice

"Climate resilience has taken on a great urgency, priority resilience areas are a critical need for the Bay ecology, for frontline communities, and climate disasters."

- Survey 1 Participant's Voice

"Ensure wildlife connectivity is included. Connecting critical linkages across landscapes will require large swaths of land to be conserved."

- Survey 1 Participant's Voice

"Integration of equity including support for transit connections and CBO-led programs for accessing public lands, i.e. student fieldtrips etc."

- Survey 1 Participant's Voice





Castro Valley Redevelopment Strategic Plan + Castro Valley Boulevard Redesign

Castro Valley, CA

CLIENT REFERENCE

Jaime Orfanos
Alameda County Economic + Civic Development Department
(T) 510.670.6107
(E) jorfanos@co.alameda.ca.us

APPLICABLE SERVICE CATEGORIES

Project Administration; Community Outreach/Engagement; Land Use; Mobility; Economic Analysis; Urban Design; Public Facilities; Urban Greening

PROJECT VALUE

$574,000

WRT led a multi-disciplinary team to prepare Castro Valley's Redevelopment Strategic Plan. The Plan aims to revitalize the Central Business District by **(1) retrofitting the strip commercial development patterns that were established along the corridor when it was a State Highway, and (2) transforming the 1.7-mile Castro Valley Boulevard** – a wide, automobile-dominated thoroughfare – into a safe and inviting retail main street, while still accommodating necessary traffic volumes. The Plan provides development concepts for several key sites that can serve as catalysts for future development. Additionally, the Plan identifies strategic public investments that can be made to the public realm that will promote increased private investment in the area.

The subsequent redesign of the Castro Valley Boulevard was the first step in implementing the Plan and jump-starting parallel initiatives to encourage new commercial uses, centralize public parking, and strengthen the district's "walkability" and "bikeability." WRT's design for Castro Valley Boulevard combines pedestrian enhancements such as street trees, bulb-outs and pedestrian-scaled lights, with highly-crafted public art elements. Travel and parking lane widths are sized to facilitate the safe flow of cars, while calming travel speeds and respecting



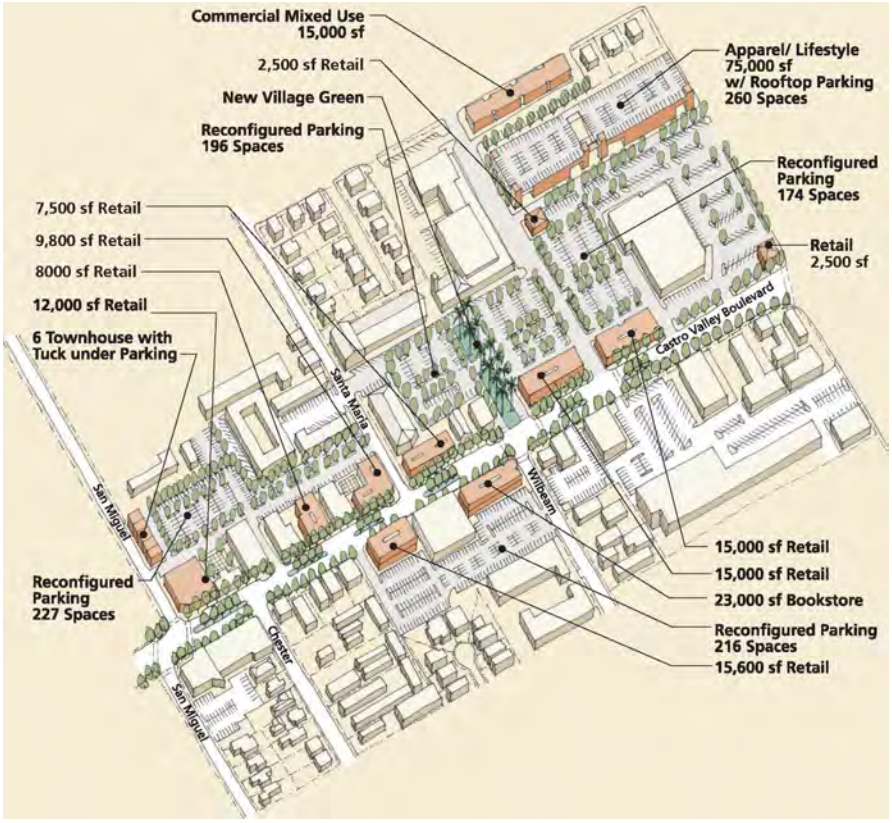




The catalytic goals have been met with over 3 new businesses opened, a new library and park, and a public market development in the works.

other modes of travel. Bicycle lanes are well marked with colored asphalt to further highlight the non-vehicular roadway functions, and permeable paving and rain gardens are incorporated to capture and filter stormwater runoff.

WRT's design, informed by extensive community engagement, combines pedestrian enhancements such as bulb-outs and pedestrian-scaled lights, with highly crafted elements that convey the community's unique identity. Travel and parking lane widths are sized to facilitate safe flow of cars, to calm traffic, and to be in balance with other modes of travel. Bicycle lanes are well marked with colored asphalt to further highlight the non-vehicular roadway functions. WRT creatively employed sustainable measures such as capturing and filtering storm water to prevent erosion of nearby creeks and pollutants from entering the bay.





WRT

Fresno Parks Master Plan + Implementation

Fresno, CA

CLIENT REFERENCE

Sophia Pagoulatos
Planning Manager
City of Fresno
Development and Resource Management Department
(T) 559.621.8062
(E) Sophia.Pagoulatos@fresno.gov

APPLICABLE SERVICE CATEGORIES

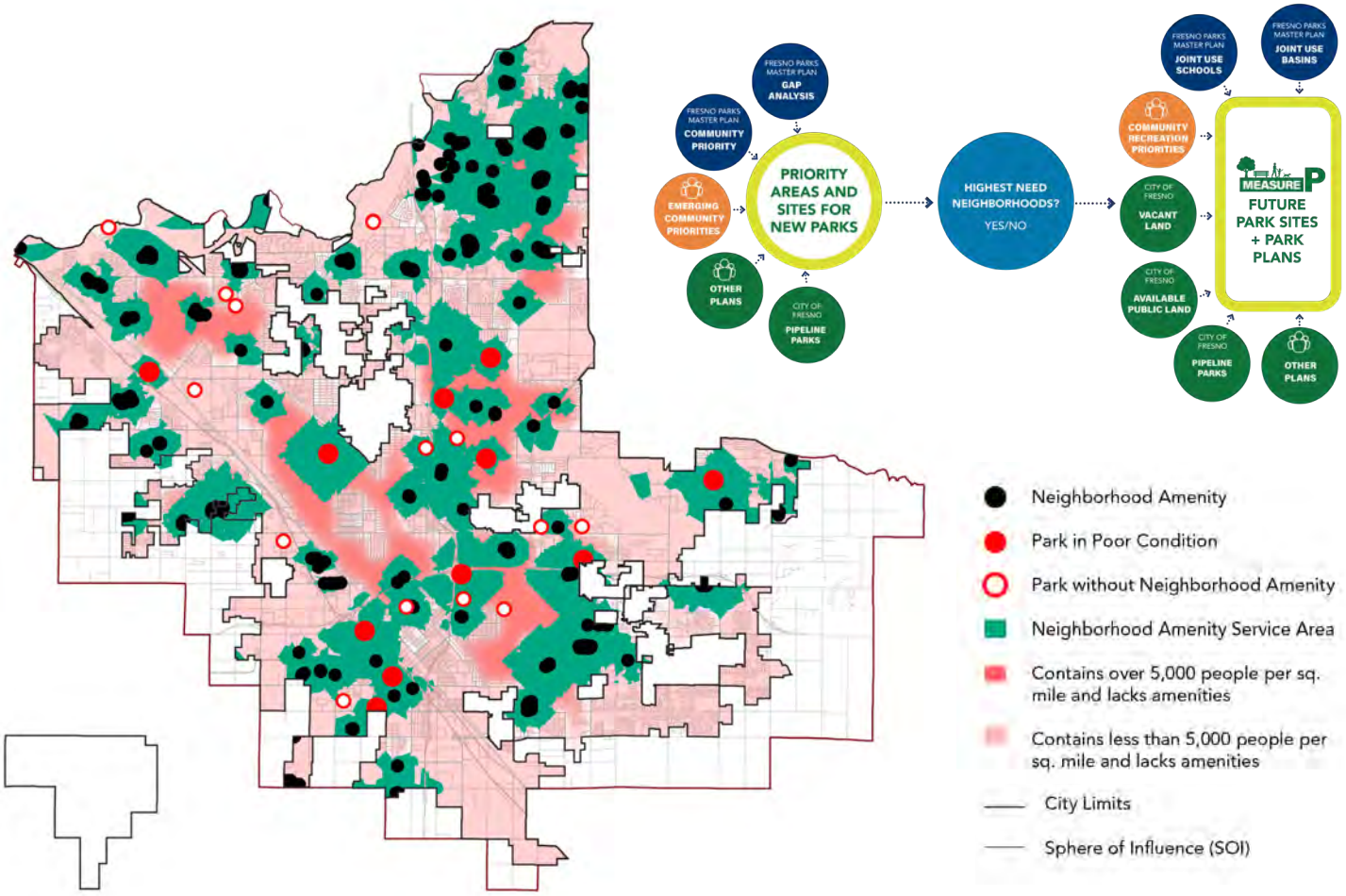
Project Administration; Community Outreach/Engagement; Urban Design (Parks); Public Facilities; Urban Greening

PROJECT VALUE

$860,900

The Fresno Parks Master Plan, Imagine Your Parks 2050, was led by WRT and PROS Consulting and adopted by Council in 2018. This was the City's first parks plan since 1989, and it came at a much needed time given Fresno's growth over the past 27 years, and its new commitment to infill and revitalization. The team worked with the City of Fresno Parks Department to re-evaluate the level of service classification, analyze areas of need, and plan for future growth with on-the-ground parks assessments and extensive GIS mapping related to park access, park amenities, and demographics. The plan focuses on the principles of access, equity, health, and safety. Extensive engagement across the city's neighborhoods resulted in widespread enthusiasm for renovating existing parks to overcome inequities.

The Master Plan's key findings about the profound need for reinvestment helped provide a basis for local advocacy for Measure P, a sales tax surcharge approved by Fresno voters in 2018. With Measure P now in effect, WRT assisted the City to guide data-driven, equity-based implementation. Working with a newly-formed Parks, Recreation and Arts Commission, we defined and mapped "highest-need neighborhoods" and created a framework for prioritizing existing parks and areas for future parks. We then conducted detailed assessment of and community engagement around four priority parks, generating conceptual improvements and cost estimates that will be included in the City's CIP.





CONCEPT DESIGN:
POCKET PARK @ VAN NESS AND WELDON AVENUE



WRT ARUP

San Francisco Bay Trail: Risk Assessment and Adaptation Prioritization Plan (RAAPP)

Alameda and Contra Costa County, CA

CLIENT REFERENCE

Brian Holt
Chief of Planning
EBRPD
(T) 510.544.2623
(E) bholt@ebparks.org

APPLICABLE SERVICE CATEGORIES

Project Administration; Community Outreach/Engagement; Land Use; Urban Design (Parks); Climate Resilience

PROJECT VALUE

$350,000

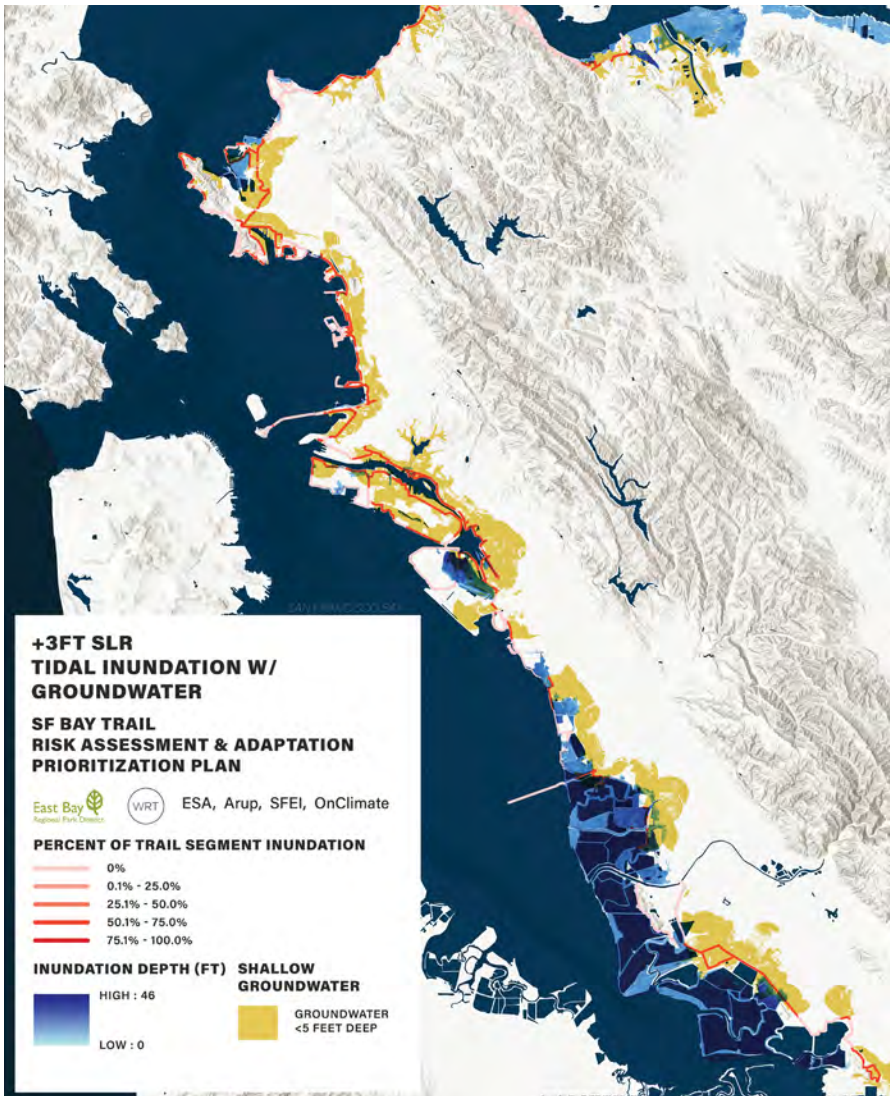
WRT led an interdisciplinary team to develop the San Francisco Bay Trail Risk Assessment and Adaptation Prioritization Plan (SF Bay Trail RAAPP) for the East Bay Regional Park District (EBRPD). This study evaluates the vulnerabilities facing the East Bay's shoreline and assists EBRPD in prioritizing nature-based adaptation projects to provide multiple benefits for the region. At a high level, the plan is focused on balancing our goals in the Bay related to advancing ecological restoration, recreation, critical mobility, and building important interpretive educational opportunities. The plan also narrows in on a several example projects to demonstrate how the latest techniques related to coarse beach and marsh adaptation, for example, can be implemented over time to provide shoreline access as sea levels rise. By working with a wide range of experts, from research partners to local community stakeholders, WRT and the team has developed an integrated approach to adaptation planning and design that will benefit the community and broader region over time.

RAAPP was completed in April 2021 and the East Bay Regional Park District (EBRPD) is working with project consultants and partners to implement projects identified in the plan.

Scan the QR Code to read the plan









The RAAPP received the Merit Award for Planning at the California Trails and Greenways Conference, which recognizes projects that initiated and implemented a unique trail or greenway planning project that reached a significant milestone in 2021.



WRT

Bothin Marsh Adaptation Project

Marin County, CA

The Bothin Marsh Open Space Preserve is Marin County Parks' most visited and most vulnerable open space. Rising sea levels are threatening the Preserve's shoreline habitats and their ability to support abundant native wildlife, including special-status species, migratory birds, and rare plant species. In addition, access to a critical existing active transportation and recreation link along the Mill Valley/Sausalito Multi-use Path in the Preserve regularly floods over 30 times each year and will only worsen with impending sea level rise.

Through the Bothin Marsh Adaptation Project, WRT and team are developing conceptual designs to adapt the Preserve to changing climate and SLR through nature-based strategies allowing for the evolution and restoration of tidal wetlands, and restoration of ecological processes and habitat function at Bothin Marsh. The Preserve's trail system will also be adapted to ensure year-round active transportation and recreational access along the shoreline. Through extensive community engagement and support from a broad team of science and technical advisors, the project supports the community's vision for the shoreline and the broader San Francisco Baylands Ecosystem Habitat Goals for the region.

CLIENT REFERENCE

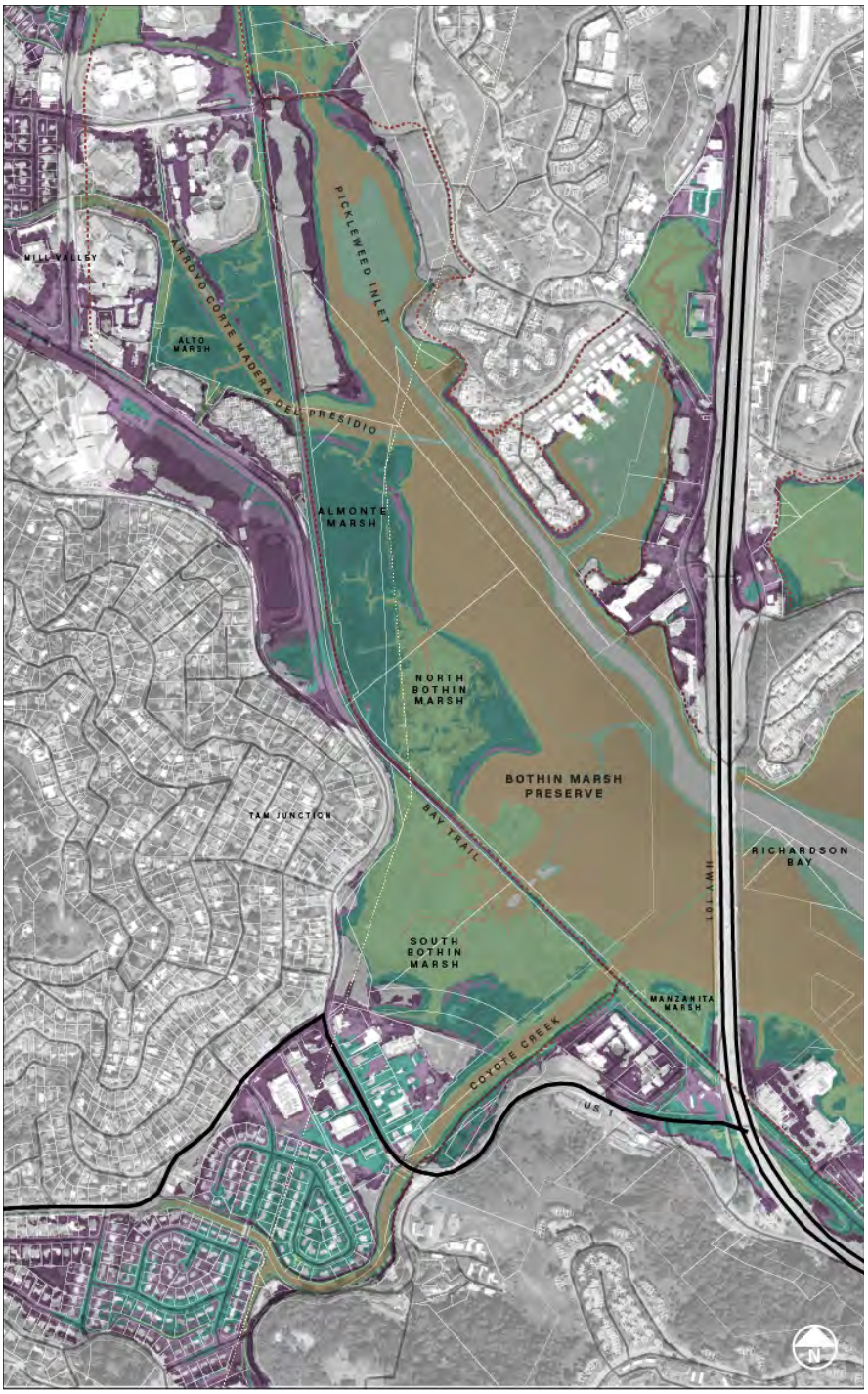
Claire Mooney
Senior Director
Golden Gate National Parks Conservancy
Building 201, Fort Mason
San Francisco, CA 94123
(T) 415.561.3075
(E) CMooney@ParksConservancy.org

APPLICABLE SERVICE CATEGORIES

Project Administration; Community Outreach/Engagement; Land Use; Urban Design (Parks); Climate Resilience

PROJECT VALUE

$431,000











The project supports the community's vision for the shoreline and the broader San Francisco Baylands Ecosystem Habitat Goals for the region.

BYRNE COMMUNICATIONS Outreach and Engagement

Working collaboratively with clients and their project teams, Byrne Communications develops and implements effective strategic communications programs that help clients achieve successful outcomes for their projects and initiatives. From message development to community engagement, we help clients put their best foot forward with the public to enhance understanding and acceptance of complex projects and issues. With more than 30 years' experience in the San Diego community, we have established relationships with key government and community stakeholders and extensive experience in public outreach and involvement, public affairs, workshop planning and facilitation, and media strategy development. Current and past clients include real estate developers, public agencies, non-profit organizations, and planning/engineering firms. Byrne Communications is a certified DBE with Caltrans and an ELBE with the City of San Diego.



City of San Diego Mobility Master Plan

Kristen Byrne worked with the City of San Diego to plan and implement a series of public outreach events to share information about and seek input on the Draft Mobility Master Plan. Byrne was responsible for coordinating and providing support for seven open house meetings at public libraries and assisting with planning for a virtual public workshop. She also created a Frequently Asked Questions handout for the open houses and prepared an internal Q&A to prepare City staff for questions they might encounter during outreach events. ***(Project Contact: Christine Mercado, 562-308-8515; Project Type: Public Outreach and Communications; Project Value: $14,060.)***



City of Oceanside Coast Highway Design Project

Kristen Byrne is working with the City of Oceanside to conduct three public meetings to inform the public about the progress of the Coast Highway Design Project. She planned and implemented a well-attended informational open house to update the community on the current status of the project. As part of this effort, she developed key project messages, content for the project website, and meeting notices. Future meetings will seek input on design elements of the project and ensure that businesses along Coast Highway are accommodated during construction. ***(Project Contact: Victor Velasco, 760-435-5102; Project Type: Public Outreach and Communications; Project Value: $33,250)***



SANDAG Next Gen Rapid Conceptual Planning Study

Kristen Byrne led the public engagement program for the Next Gen Rapid Conceptual Planning Study for proposed Routes 41 (Linda Vista to University City), 471 (Escondido), and 625 (South Bay to Mid-City). She developed a public outreach plan to guide outreach efforts and coordinate the efforts of three Community-Based Organizations partners to conduct grassroots outreach in each of these communities. The outreach program included convening Community Roundtables in each of the three communities that were comprised of key community leaders. The Community Roundtables provided early input to the project team at two key milestones and helped promote broader outreach efforts to their constituencies. Pop-up outreach events were hosted by each Community-Based Organization at two key milestones, and three virtual public workshops were also hosted to gather additional input. Finally, an online survey was conducted in English, Spanish, and Vietnamese to gather input on proposed route alternatives and street improvements to allow for bus-only lanes. The study concluded in October 2023. ***(Project Contact: Brian Lane, 619-699-7331; Project Type: Public Outreach and Communications; Project Value: $52,875).***

PENDOLEY STRATEGIES & COMMUNICATIONS

Outreach and Engagement

Pendoley Strategies + Communications provides strategic planning and community and stakeholder engagement in the public, private, and nonprofit sectors. They design and lead processes that harness the collective wisdom, experiences, and passions of a team or community to create impactful change and results. Their 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. PSC has played a vital role in facilitating community engagement for multiple public projects across San Diego.







Let's Talk Housing Workshops – Community Engagement and Facilitation

PSC collaborated with multiple San Diego County departments to engage housing experts and stakeholders through virtual meetings, aiming to enhance housing production knowledge, particularly for unincorporated areas. They led the development of workshop agendas, collaborating with both affordable and market-rate housing developers, and facilitated discussions on implementing state legislation, speeding up reviews for affordable housing, and balancing sustainability and equity. Their insights contributed to the Let's Talk Housing Workshop with the Board of Supervisors, focusing on affordable housing production, and PSC also prepared the summary report and recommendations for the county. ***(Project Contact: Tara Lieberman, 858.495.5466, tara.lieberman@sdcounty.ca.gov; Project Type: Public Outreach and Communications; Project Value: $38,325)***

Child and Youth Master Plan – Facilitation, Community Engagement, and Strategic Planning Services

PSC played a key role in supporting the City of San Diego Office of Child and Youth Success in crafting its inaugural Child and Youth Plan (CYP), aimed at fostering equitable, cross-generational support structures for local children, youth, and families. They led community engagement by organizing nine virtual town halls across City Council districts, where they facilitated discussions among youth, parents, and professionals to identify community needs and opportunities. These town halls utilized a tailored Zoom setup and included training for youth interns to help lead discussions. PSC also created a community questionnaire for those unable to attend. In Phase 2, PSC designed and managed steering committee meetings that helped shape the CYP's strategic implementation proposals during a pivotal Design Session in February 2024, setting the stage for future initiatives. ***(Project Contact: Andrea O'Hara, Executive Director, 858.232.6579, AOHara@sandiego.gov; Project Type: Community Engagement, Facilitation, and Strategic Planning; Project Value: $90,000).***

Monte Vista Affordable Housing Project – Community Outreach and Facilitation Services

PSC collaborated with Wakeland to facilitate community outreach for a new affordable and supportive housing project on Monte Vista Road in Poway, California. Their efforts included designing a mailer to invite nearby residents to a community meeting, where PSC and Wakeland presented the project details, including design concepts, tenant services, and the focus on U.S. veterans and persons with intellectual and developmental disabilities. The meeting also provided a platform for public input, where attendees could discuss project design, safety, and development processes. Wakeland aims for final city approval and a construction start by Summer 2024. ***(Project Contact: Elaine Camuso, 619.677.2352, ecamuso@wakelandhdc.com; Project Type: Community Outreach and Facilitation; Project Value: $8,200.)***

CITYTHINKERS Urban Design

Citythinkers is an integrated and multi-disciplinary planning, urban design, and outreach firm whose central mission is to build a better city. Based in San Diego, California and with 25 years of experience in the fields of planning, housing, and design, the firm's work ranges in scale and scope from General Plans to Community Plans, Specific Plans, Zoning Codes, Streetscape Design, Design Guidelines, Housing Design, and Community Outreach. In recent years, we have gained valuable expertise in Community Resiliency Planning. Our 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. We have a close and productive working relationship with City Planning Department staff and work easily across multiple teams.



City of San Diego, University Community Plan

Citythinkers updated the 1987 Community Plan surrounding UCSD and developed an urban design vision for three station areas linked to the newly opened Mid-Coast Blue Line Trolley. They led community presentations, meetings, and workshops to explore urban design opportunities within the community's growth areas. The firm created maps, diagrams, 3D renderings, and visualizations to enhance community engagement and online surveys. Additionally, they developed six prototypes for site testing and feasibility analysis in collaboration with Keyser Marston Associates. ***(Project Contact: Nancy Graham, 619-236-6891, nhgraham@sandiego.gov; Project Type: Community Plan Update; Project Value: <$100,000)***



College Area Community Plan

Citythinkers updated the 1989 Community Plan surrounding SDSU and collaborated with London Moeder, Economic Consultants, to develop a Building Typology and Development Feasibility Report. They spearheaded community presentations, meetings, and workshops that focused on urban design opportunities in the community's corridors and nodes. Additionally, the firm produced maps, diagrams, 3D renderings, and visualizations to support community engagement and facilitate an online survey. ***(Project Contact: Nathen Causman, 619-236-7225, ncausman@sandiego.gov; Project Type: Community Plan Update; Project Value: <$55,000)***



San Diego Complete Communities - Housing Solutions

Citythinkers conducted site testing and feasibility analysis for a proposed housing density bonus program and associated development standards across various representative sites in the city. They developed six development prototypes and provided associated illustrations. Additionally, the firm assisted city staff in drafting the ordinance and crafting development standards, contributing their expertise to ensure the program's successful integration into the city's urban planning framework. ***(Project Contact: Nancy Graham, 619-236-6891, nhgraham@sandiego.gov; Project Type: Housing Incentive Program; Project Value: $30,000)***

PAGE & TURNBULL Historic Preservation

Page & Turnbull imagines change in historic and contemporary environments to cultivate thriving, sustainable, and resilient communities. Their mission is to understand the past and apply the lessons learned to revitalize historic buildings and places to benefit current and future users. For 50 years, Page & Turnbull has led architecture, preservation, and planning projects for civic, cultural, educational, and commercial clients. Their work has impacted some of California's most significant buildings and, more importantly, have made a difference in people's lives. For the staff of architects, architectural historians, cultural resource planners, and materials specialists who work at Page & Turnbull, preservation is more than just saving old buildings. Preservation and adaptive reuse are about valuing a community's stories and envisioning a better future.

Page & Turnbull is a small business (SBE) and woman-owned enterprise (WBE) committed to fostering, cultivating, and nurturing a culture of diversity, equity, and inclusion. Their work demands that we develop design solutions that address contemporary needs, include diverse stories, honor history, and celebrate community. Inclusivity and creativity are the foundation of their approach to design excellence.



San Diego College Area Historic Context Statement

Under an On-Call Contract with WRT, Page & Turnbull developed a Historic Context Statement for San Diego's College Area. This document provides a framework to guide the future identification and evaluation of historic properties in the neighborhood, contributing to the broader efforts to update the College Area Community Plan. The statement focuses exclusively on the built environment, omitting themes related to archaeological or intangible cultural resources. It supports the update to the Community Plan and the associated Programmatic Environmental Impact Report (PEIR), detailing significant themes and property types in the area's development up through 1974. ***(Project Contact: Kelly Stanco, Development Project Manager, Kstanco@sandiego.gov, 619.236.6545; Project Type: Community Plan; Project Value: $46,073)***



San Diego Bungalow Court Historic Context Statement

Under an On-Call Contract with WRT, Page & Turnbull created a Historic Context Statement for bungalow courts and garden apartments built between 1917 and 1960 in San Diego. This statement supports the identification and evaluation of historic properties within the Bungalow Court and Garden Apartment Communities, providing a comprehensive preservation framework. It includes existing documentation, a narrative history of San Diego's built environment and cultural landscapes, significant historic themes, property types, and criteria for assessing historic significance. Based on archival and primary research, it details San Diego's historical development with an emphasis on influential themes and patterns. The report is also informed by a pedestrian survey to enhance its accuracy. ***(Project Contact: Kelly Stanco, Development Project Manager, Kstanco@sandiego.gov, 619.236.6545; Project Type: Community Plan; Project Value: $41,000)***



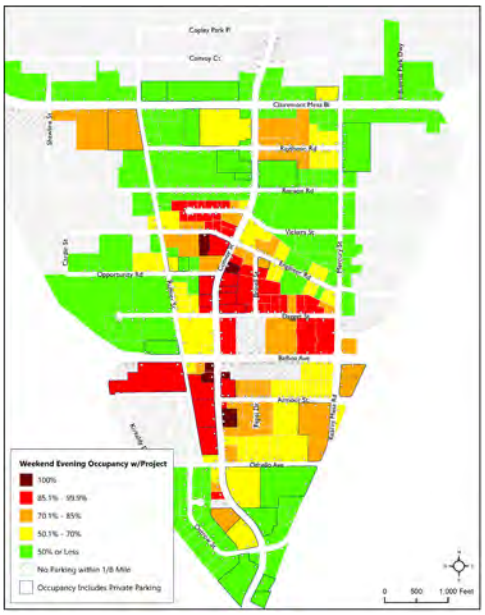
Southeastern San Diego Historic Context Statement

Page & Turnbull developed a Historic Context Statement in 2013 to aid the Southeastern San Diego Community Plan Update. This statement offers a framework for identifying and evaluating historic properties in the neighborhood. It includes a summary of existing documentation, a detailed narrative of Southeastern San Diego's built environment and cultural landscapes, and discussions on key historic themes. It also outlines property types and registration criteria needed to assess the historic significance of resources. Based on both archival and primary research, the statement provides an overview of the area's history, focusing on historic themes and patterns that have shaped the neighborhood's development. A windshield survey was conducted to supplement the findings. ***(Project Contact: Amy Crain, State Historian II, amy.crain@parks.ca.gov 916.455.7009; Project Type: Community Plan; Project Value: $17,700)***

CHEN RYAN & ASSOCIATES Mobility

Founded in 2011, Chen Ryan Associates, Inc. dba CR Associates (CRA) is a San Diego-based mobility consulting firm with over 50 professionals. Our comprehensive services encompass transportation planning, engineering, and design, allowing us to engage in projects from inception to implementation. CRA's longstanding partnership with the City of San Diego has afforded us deep insights into City policies, standards, and regulations governing transportation infrastructure. We will leverage our vast experience providing the City with as-needed services identical to this contract, such as community plan technical assistance and development, multimodal mobility analyses, concept development, travel forecast modeling support, parking evaluations, and traffic operations and VMT evaluations. CRA maintains DBE, SBE, WBE, and MBE certifications.







Mission Valley Community Plan Update – Mobility Element & TIS

CRA prepared the Mobility Element, Mobility Technical Report, and Traffic Impact Study in support of the Mission Valley Community Plan Update. The planned mobility system consists of pedestrian and bicycle facilities, transit routes and stops (bus and light-rail), and roadways, parking needs & utilization, as well as innovative mobility features such as a potential aerial tramway and demand-responsive community circulators. An SB 743 compliant traffic analysis was performed as part of the Mobility Technical Report, documenting mode share per capita for the various alternatives. ***(Project Contact: Nancy Graham, 619-236-6891, nhgraham@sandiego.gov; Project Type: Mobility; Project Value: $560,000)***

As-Needed Transportation Engineering Services for the Planning Department

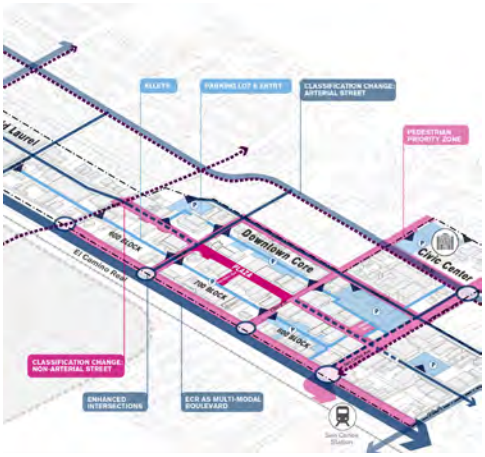
Working closely with City staff, CRA has provided transportation engineering and mobility planning services on community-wide efforts, corridor projects and site-specific assessments. We evaluated transportation operations for projects of varying sizes and environments, using both standard and advanced techniques. We developed multimodal analysis procedures which are utilized on all long-range planning efforts. We assisted the City in the development of new parking policies intended to alleviate parking-related cost burdens encountered by multifamily residential developers within transit priority areas. At the core of our approach to each task order is an emphasis on multimodal mobility – ensuring that each mode is considered, evaluated, and planned for. ***(Project Contact: Samir Hajjiri, 619-533-6551, shajjiri@sandiego.gov; Project Type: Mobility; Project Value: $2,050,000)***

Kearny Mesa Community Plan Update – Mobility Element & TIS

CRA led the community plan update mobility planning effort to better connect and access multiple freeways traversing the Kearny Mesa Community. The concept of Sustainable Mobility for Adaptable and Reliable Transportation (SMART) Corridor was created to further SANDAG's 5 Big Moves strategy. A SMART corridor is a multi-lane major arterial roadway that provides access to or between two or more freeways, whereby mobility improvements are planned for transit and other congestion reducing mobility forms through the repurposing of roadway space. This repurposing creates facilities with general purpose lanes plus flexible lanes, that may be used by a combination of non-single occupancy vehicles, connected/autonomous vehicles, or other emerging mobility concepts. CRA also assisted with project community engagement, traffic operations analysis in a technical report and accompanying transportation impact study, and drafting of the Mobility Element chapter. ***(Project Contact: Lisa Lind, 619-236-6531, llind@sandiego.gov; Project Type: Mobility; Project Value: $334,277)***

SYSTEMATICA Mobility

Established in 1989, Systematica is a transport planning and mobility engineering consultancy. Systematica operates at multiple scales and provides a wide array of integrated consultancy services in the sectors of transportation planning with a special focus on urban mobility engineering in complex cities. This includes national, urban and development-scale transport planning, strategic advisory and due diligence for infrastructure investments, traffic analysis and traffic management schemes definition, mobility engineering in complex buildings and events with a special focus on people's movement, pedestrian flow analysis, parking design, vertical transportation, application of advanced information mobility systems and technologies, servicing and deliveries and several other related topics.



San Carlos Downtown Specific Plan

Systematica US was invited by WRT to be part of a multidisciplinary team with the scope of developing a mobility strategy in support to the Specific Plan and develop microsimulations dynamic models to test the design scenarios. The analytical approach was built on an assessment of the demographic and mobility data of the city, defining user-specific mobility profiles, and understanding the relation with the neighboring cities. Moreover, a comprehensive complete street guideline was developed, outlining best practices and case studies, and concurrently checked against the traffic surveys, to define an overall mobility strategy. This process took into account the plurality of city users, defining user personas to be put in the center of the conversation, both in terms of design process and as a tool to facilitate the engagement meetings the team took part in. Finally, a multimodal dynamic microsimulation model was developed, testing the current and the design scenarios, evaluating vehicles speeds, signal waiting time and intersection Level of Service. ***(Project Contact: Lisa Porras, City of San Carlos, LPorras@cityofsancarlos.org; Project Type: Mobility; Project Value: $35,000)***



The New Schoolfield District Plan and Mobility Study

Systematica was invited by Sherwood Design Engineers to take part in the creation of a mobility master plan for the city of Danville's (VA) Schoolfield district. A deep analysis was carried out to understand the current situation and demographic trends in the Schoolfield district as well as the city as a whole, breaking down the Main Street corridor into 6 sections based on the various urban and mobility characteristics of each. Working alongside the project partners to also determine the needs of the surrounding community, the scope of the strategy was to develop cycle corridors to create consistent cycle network along Main Street corridor, enhance cycle connectivity between the Main Street and the Riverwalk trail, densify transport services around main service density zones, increase network potentialities to develop local centers, and finally to implement strategic road diets to enhance overall road safety. ***(Project Contact: Jason Loiselle, 212.972.1400, jloiselle@sherwoodengineers.com; Project Type: Mobility, Project Value: $19,400)***



Torrance Urban Mobility Study

Systematica conducted an extensive data collection from open sources and from Big Data, undergoing important data enrichment process to analyze traffic dynamics, patterns and conditions in the city through the delivery of a series of diagnostic maps and spatial readings. The city's mobility dissection tool serves as an analytical basis for further elaborations and identification of pilot projects and interventions. The phase I of Torrance urban mobility analysis has highlighted key outcomes on the main challenges of the city, the potentials of its mobility patterns and opportunities within its general mobility framework that deserves being considered in a bigger picture for addressing the mobility challenges in low density cities. A series of pilot projects with different time horizons were proposed by the scope of interventions namely, service, infrastructure, device and information. The challenge is considerable as most of mobility-related innovative initiatives take place in high density urban context. ***(Project Contact: Jane Nakagawa, VP Honda R&D, jnakagawa@hra.com; Project Type: Mobility; Project Value: $160,200)***

LONDON MOEDER ADVISORS Economic Analysis

The firm principals, Gary London and Nathan Moeder, combine for over 60 years of experience. They have analyzed, packaged and achieved capital for a wide variety of real estate projects. Clients who are actively pursuing, developing and investing in projects have regularly sought our advice and financial analysis capabilities. Their experience ranges from large scale, master planned communities to urban redevelopment projects, spanning all land uses and development issues of all sizes and types. These engagements have been undertaken principally throughout North America and Mexico. London Moeder Advisors (LMA) also draws upon the experience of professional relationships in the hospitality, retail, appraisal, development, legal services, and financial placement fields as well as its own staff. Their services include: Market & Feasibility Studies, Fiscal Impact Analysis, Economic Impact Analysis.

LMA have previously provided this work for the City as sub-consultants in both the College Area and Mission Valley., for which they evaluated proposed land uses and densities as to their market opportunity and financial feasibility.





College Area Community Plan and Mission Valley Plan

Our scope of work has been to evaluate proposed land uses and densities as to their market opportunity and financial feasibility. Our work includes market analysis, in which we conduct the appropriate methodological studies to determine market demand for various product types in the selected communities. The results include recommendations as to product type, targeted market segments, product mix (for residential), pricing and rental rate targets. The work is applicable for all land uses including residential, commercial, transient commercial (e.g. hotels) and industrial/manufacturing.
We also conduct financial feasibility analysis. We have found this work to be crucial to "true test" proposed land uses and densities relative to whether they can be feasibly built. The work involves financial pro forma analysis in which we determine whether developers can profitably build the prototype projects and densities. The results are useful in refining the land use plans, with the goal of achieving land use designations which reflect project types that can actually be built in accordance with the designated plans. ***(Project Contact: Nancy Graham, 619-236-6891, nhgraham@sandiego.gov; Project Type: Community Plan Update; Project Value: Various <$100,000)***



Port of San Diego

Conducted various market and feasibility studies to determine economic efficacy of the Port's Chula Vista Bayfront master planned. The project includes hotels, convention center, retail, recreational and other port compatible projects in one master plan. We reviewed all plans, land use studies, and overall development proposal to offer the Port strategic guidance as part of their land use decision making process. ***(Project Contact: Adam Meyer, 619.400.4766, ameyer@portsandiego.org; Project Type: Market and Feasibility Study; Project Value: Various <$100,000)***



Uptown Gateway Project

Initially on behalf of private developer proposing to redevelop an entire frontage block in the City's Hillcrest community, our market and feasibility work expanded into creating a vision for the redevelopment of the entire Uptown commercial district, which evolved into the new Community Plan. The Plan encourages density, mixed use, preservation of significant historical structures, all in this transit rich community, in a remaking of this urban district into an economically viable, pedestrian and transit friendly modern community. ***(Project Contact: Bennett Greenwald, 619.224.4700, bgreenwald@greenwaldcompany.com; Project Type: Market and Feasibility Study; Project Value: Various <$100,000)***

KEYSER MARSTON ASSOCIATES Economic Analysis

Keyser Marston Associates, Inc. (KMA) is a full-service real estate advisory firm with offices in Berkeley, Los Angeles and San Diego. They specialize in real estate advisory services with a focus on P3s, affordable housing policy and transactional work, land use economics, enhanced infrastructure financing districts along with other strategies to fund public facilities, fiscal and economic impact analyses and economic development. KMA is uniquely qualified to provide the City of San Diego with the economic analysis services outlined within the As-Needed Planning Multi-Disciplinary Consultant Services Request for Information (RFI). They have an extensive track record assisting public agency clients with preparation of market assessments supporting Community Plan Updates, evaluation of market support in planning areas, conducting research into real estate, household, and employment trends, assessing the feasibility of land use scenarios, and preparing public facility and infrastructure financing plans.



Mira Mesa & University Community Plan Updates (CPUs)

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 Contact: Coby Tomlins, Community Planning Program Manager, (619) 533-4549; Project Type: Economic Analysis; Project Value: $75,000)***



Barrio Logan Community Plan Update (CPU)

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 Contact: Tait Galloway, Deputy Director (619) 533-4550; Project Type: Economic Analysis; Project Value: $19,500)***



Complete Communities – Housing Solutions Program

In 2019-2020, KMA also assisted the City 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 Contact: Brian Schoenfisch, Deputy Director, Development Services, (619) 533-6457; Project Type: Economic Analysis; Project Value: $91,000)***

NASLAND Public Facilities and Urban Greening

Nasland Engineering was founded in 1959 in San Diego by Don Nasland. It began as a small land-surveying business and then grew to include other related services. Today, Nasland Engineering is a full-service civil engineering, surveying, and land-planning firm serving all Southern California. Nasland currently employs 41 individuals who consist of engineers, designers, planners, and land surveyors. The technical staff assigned to our surveying and civil divisions are highly talented and experienced. Nasland's staff is well-versed in local policies, regulations and procedures, having processed literally thousands of projects with various agencies in Southern California.

Nasland is a full-service consulting firm providing all civil engineering services for such facilities as parks, visitor centers, multi-purpose buildings, public restrooms, viewing areas, picnic areas, hiking / biking trails, and ADA accessibility. Additionally, Nasland has extensive experience in site work development including grading, roadways, earthwork, utilities, traffic, water systems, water treatment, storm drainage, and sewage treatment for public recreation facilities.



North Park Mini Park

The North Park Mini Park is located behind the North Park Observatory Theatre and will act as a community space to gather with family and friends as well as host an array of events from live music, movie nights, and the weekly Farmers' Market. The project includes the demolition and removal of an existing parking lot and surrounding sidewalk areas to create a new park for the north park community. Improvements include new pedestrian access from the public right of way, new public park / plaza with various enhanced paving area, an enhanced stage, entry monument wall, musical play areas, wayfind gateway pylons, pergolas, enhanced furnishings including; gate/tables, chairs, benches, trash/ recycling receptacles, enhanced lighting, bike racks, drinking fountain, tree grates/pots, bio-retention area, dry stream bed, landscape planting and irrigation and many additional items. ***(Project Contact: Charlie Daniels, Project Manager, (619) 533-6597, CDaniels@sandiego.gov; Project Type: Park; Project Value: Confidential)***



Sunset Cliffs Natural Park

The Sunset Cliffs Natural Park Project is located south of Ladera Street and west of Point Loma Nazarene University in San Diego. The project proposes upgrades to the existing trail network throughout much of the 68 acre site. Improvements included improving a bike trial, bringing the accessible parking to code, and design of an accessible trail leading to a view point. ***(Project Contact: Elizabeth Schroth-Nichols, eschrothnich@sandiego.gov, 619-533-6649; Project Type: Park; Project Value: $2M)***



Southcrest Trails Park

The Southcrest Trails Neighborhood Park project improvements included new seating, picnic tables, exercise stations, and natural play elements along the existing trail as well as improvements such as shade structures, barbeque areas, a basketball court and additional trail areas. Nasland Engineering is providing civil engineering services for the project. Scope included performing a topographic and boundary survey, analysis of existing easements, utility research, hydrology study, water quality technical report, and final design drawings. ***(Project Contact: Robert Sutherlin, Project Manager, sutherlin@civicsd.com; Project Type: Park; Project Value: $3M)***

RECON CEQA

Since 1972, RECON has provided high-quality environmental consulting services in San Diego. RECON offers the City expertise in the preparation of California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), and technical documents supported by in depth knowledge of the City's guidelines, thresholds, and processes, as well as CEQA case law and an understanding of the complex and ever-evolving planning and environmental context in which City plans, policies, and programs are undertaken. Plus, RECON's team of experts in CEQA/NEPA, biological and cultural resources, noise, air quality, and greenhouse gas (GHG), have worked closely with City staff on important citywide planning and policy documents and understand the nuances of the physical, regulatory, and political landscape.



Blueprint SD Initiative, Hillcrest FPA, and University CPU Program EIR

RECON developed a PEIR for the Blueprint SD Initiative, Hillcrest FPA, and University CPU, collectively part of Blueprint SD. This initiative introduces a new citywide planning strategy aimed at achieving San Diego's housing, climate, and mobility goals at the community plan level, while respecting each community's unique attributes. The approach provides a consistent citywide framework to guide future land use and development, aligning with the City's environmental, infrastructure, and climate objectives, and the state-mandated Regional Housing Needs Assessment. It also supports equitable development, advances environmental justice, and facilitates streamlined CEQA processing for future planning. ***(Project Contact: Elena Pascual, Senior Environmental Planner, Planning Department, City of San Diego, (619) 533-5928, epascual@sandiego.gov; Project Type: Program EIR; Project 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 Contact: Rebecca Malone, Senior Planner, Planning Department, City of San Diego, (619) 446-5371, rmalone@sandiego.gov; Project Type: Program EIR; Project Value: $584,585)***



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 Contact: Allen Kashani, Senior Project Manager, Tri Pointe Homes, (858) 794-2510, Allen.Kashani@TriPointeHomes.com; Project Type: Subsequent EIR; Project Value: $3,818,914)***

ARUP Climate Resilience

Dedicated to sustainable development, Arup is a collective of designers, advisors and experts. Founded to be humane and innovative, we collaborate with clients and partners using imagination, technology, and rigor to shape a better world. We have been rooted in Northern California for over 34 years, with the ability to bring our global expertise to our local projects - our 18,500 planners, designers, engineers, and consultants deliver innovative projects across the world.

Arup brings a unique set of skills and experience, including experts in risk assessment, climate resilience adaptation, social equity + climate change, transportation, energy, and zero emissions vehicles. With personnel hand-picked for this project, our team brings extensive local, statewide, and global experience on the front lines of climate change mitigation and adaptation. Arup is leading the update to the Caltrans statewide climate vulnerability and risk assessment alongside similar resiliency planning efforts for Marin and Fresno counties enabling us to align this planning effort with best practices from across California.



Transportation Authority of Marin - Countywide Sea Level Rise Adaptation Plan for Transportation System

The Arup team, in collaboration with WRT and Pathways Climate Institute, has developed a methodology to identify and map communities and transportation infrastructure vulnerable to sea level rise, rising groundwater, and coastal flooding. This project examines threats to roads, freeways, rail, bicycle, and pedestrian infrastructure, as well as nearby civic facilities like water treatment plants, schools, and hospitals. The team conducted a vulnerability and risk assessment of Marin County's entire transportation system to pinpoint flood risk hotspots, which informed the creation of adaptation strategies for local communities. These strategies are now being presented to focus groups for feedback. The project will conclude with an implementation plan to guide sea level rise adaptation efforts and identify potential funding opportunities. ***(Project Contact: Mikaela Hiatt, Associate Transportation Planner, mhiatt@tam.ca.gov, 415.226.0830 ; Project Type: Climate Resilience; Project Value: $500,000)***



Caltrans Statewide Climate Change Vulnerability and Risk Assessment

Arup is developing a new approach to climate vulnerability and risk analysis for Caltrans to adopt within a multi-billion-dollar climate adaptation investment program.
Arup is leading the update to the Caltrans statewide Climate Vulnerability and Risk Assessment which analyzes the vulnerability of 50,000 lane miles of highway, 25,000 bridges and structures, and over 200,000 culverts using terabytes of climate data. Hazards being analyzed include coastal and inland flooding, wildfire, landslides, coastal erosion/cliff retreat and subsidence. This project involves robust engagement with all 12 Caltrans districts and dozens of stakeholders and represents one of the largest and most comprehensive climate risk assessments known to be undertaken at this time.
(Project Contact: Project Manager: Odemi Ibrahim, Climate Change Planner, Odemi.Ibrahim@dot.ca.gov, 916.584.3243; Project Value: $2M)



City and County of Honolulu Climate Resilience Guidelines for TOD Districts

Arup worked with the state of Hawaii and city of Honolulu to review and prioritize resilience opportunities focused on transit-oriented development (TOD) plan areas. The plan touches upon hazard analysis, stormwater and sea level rise management, and heat mitigation. Strategies are tailored to multiple building typologies, such as point towers, mid-rise residential, multi-tenant retail, and low-rise townhomes.
Arup contributed case studies of relevant examples from Hamburg, Singapore, New York, and Boston; led discussions focused on sustainability and resilience to promote group creativity; and provided specific specialization in sustainability and resilience topical areas. ***(Project Contact: TOD Program Manager (Retired): Harrison Rue, hrue@hawaii.***

PATHWAYS CLIMATE INSTITUTE Climate Resilience

Pathways Climate Institute, LLC, a small woman-owned research consulting firm in San Francisco, CA, was founded by Dr. Kris May in 2016. Specializing in climate adaptation, the firm addresses science data gaps and policy challenges. Collaborating with partners, communities, and agencies, Pathways develops equitable adaptation plans. The firm, now with over 11 employees, leads the multi-hazard exposure and vulnerability assessment for Caltrans, including San Diego County. Pathways has expertise in environmental impact analyses, transportation vulnerability, stormwater, and groundwater hazard assessments, and climate adaptation planning. Dr. Kris May recently contributed to the Fifth National Climate Assessment, with Ms. Daisy Ramírez López supporting Spanish translation.

Caltrans State-wide Climate Vulnerability and Risk Assessment

Pathways, in collaboration with Arup and Cambridge, is leading the multi-hazard climate exposure and vulnerability assessment for Caltrans Statewide Climate Risk and Vulnerability Assessment. Although Caltrans completed statewide climate change vulnerability assessment in 2020, the agency developed a new project and asset management and prioritization framework that requires climate exposure and climate vulnerability information across state-wide highway system in an easier to use and more transparent format.

Pathways is leading the exposure assessment of the transportation network to current and future climate hazards including coastal flooding with sea level rise, coastal erosion, shallow and emergent groundwater, fluvial flooding, subsidence, wildfire, landslides, and climate stressors including extreme precipitation, cold snaps, heat waves, fire weather conditions, and drought. Pathways is using best available science, including climate impacts from the IPCC's Sixth Assessment Report, and data sets from the upcoming Fifth California Climate Assessment, including data sets that are not yet publicly available. Pathways is advancing methods using cloud computing resources to rapidly evaluate climate hazards across the entire state of California and identifying exposure at the local asset level across multiple time horizons and climate scenarios. ***(Project Contact: Odemi Ibrahim, Climate Change Planner Caltrans, Division of Transportation Planning, 916.584.3243, odemi.ibrahim@dot.ca.gov; Project Type: Climate Resilience; Project Value: $522,015)***

California Water Service (CalWater), Statewide (24-District) Climate Change Risk Assessment and Adaptation Framework

CalWater is the largest investor-owned U.S. water utility west of the Mississippi River, providing water to more than 472,000 customers across 24 service districts throughout the state. ICF and Pathways Climate Institute recently completed Phases 1 and 2 of a three-phase project. Pathways led the climate exposure and vulnerability assessment, leveraging the latest climate science data to assess how climate change could impact water resources and supply as well as the infrastructure that treats and delivers water to residential, industrial, commercial, and agricultural customers.

Pathways considered impacts from temperature, extreme heat, extreme precipitation, Sierra Nevada snowmelt, streamflow, stormwater runoff and flooding, sea level rise and coastal flooding, coastal erosion, and drought, including the development of a new drought indicator to better capture the existing prolonged and exceptional drought conditions impacting much of the state and how these conditions will vary under a warmer climate. ICF developed consequence statements and risk indicators, and Pathways and ICF collaborated on the development of vulnerability and risk profiles to communicate the primary climate drivers affecting each of CalWater's service districts across the state. ***(Project Contact: Ken Jenkins, Chief Water Resource Sustainability Office California Water Service, 310.257.1484, kjenkins@calwater.com; Project Type: Climate Resilience; Project Value: $130,553)***

City of Alameda, Oakland-Alameda Adaptation Projects

Pathways Climate Institute, in collaboration with CMG Landscape Architecture and a team of multi-disciplinary subject matter experts, is leading the development of a subregional long-term adaptation plan that encompasses the City of Alameda, City of Oakland, and the Port of Oakland, including the Oakland International Airport. The long-term plan will rely on an adaptation pathways approach, with near term actions to address high priority near term flood risks and community benefits, and long-term actions that can address high rates of sea level rise, rising groundwater, and increasing precipitation intensity during extreme events.

Although the City of Alameda is the lead agency, the project is coordinated through the Oakland-Alameda Adaptation Committee (OAAC), formed in 2021. OAAC is a coalition of communities and stakeholders working to coordinate and accelerate sea level rise adaptation, protect and restore water quality, recreation, and habitat, and promote community resilience. OAAC comprises over 30 members, including City of Alameda and Oakland staff, Port of Oakland staff, community-based organizations, Tribal liaisons, and Caltrans, East Bay Regional Park District, and other local, state, and federal agency staff. ***(Project Contact: Gail Payne, Project Manager, City of Alameda, 510.747.8672, gpayne@alamedaca.gov; Project Type: Climate Resilience; Project Value: $360,000)***

EXHIBIT B
D.1

TECHNICAL + MANAGEMENT APPROACH

PROJECT ADMINISTRATION

WRT routinely leads complex projects with technical subconsultants who subject matter experts in a component of the project. Our staff and administrative systems are experienced in facilitating the team through project phases and incorporating public engagement.

Management, Communications, and Software Approach

WRT has extensive experience taking on complex public planning efforts and design projects. We often manage large consultant teams, coordinate with stakeholders, navigate budgetary constraints, and maintain communication with our clients throughout the process. WRT has performed high-quality consulting services for the City in the past, and our goal is to continue to deliver innovative solutions that are completed on schedule and within budget. The following aspects are integral to our management philosophy.

Work Plan, Staffing Plan + Project Schedule

At the outset of the project, WRT will develop a detailed work plan and project schedule including key milestone dates. The work plan matrix will identify all deliverables and meetings, by task, with columns for roles, dates, and status. WRT's staffing plan will be developed to correspond with the work plan and the project budget to ensure that we have the right level of staffing resources available at all times. WRT uses advanced industry accounting software (Deltek Vision) to manage resource utilization and track project budgets. The project manager maintains regular check-ins with the principal-in-charge and with our Director of Operations, examining the project plan together in Deltek to identify any budget and staffing issues early.

Regular Project Meetings

Regular, recurring project meetings – again, established at the outset – will ensure consistent communications with City staff and key stakeholders. Regular meetings are an important way to keep complex projects moving forward on all fronts, checking in on progress with all the partners. Regular meetings are also valuable in ensuring that WRT, our subconsultants, and the City remain aligned to project goals and priorities. These meetings may be more frequently (e.g., weekly) during times of intense project work, and less frequently during other times. WRT uses Skype and Outlook to maintain recurring meetings and set up teleconferencing with video and screen sharing capability for all regular communications.

Communications Protocol

Establishing communications protocols and adhering to them will be key in keeping the lines of communication flowing and transparent. These protocols will include identifying "point" people around groups or issues, e-mail protocols, file naming, easily accessible online data repository, summary reports for City and stakeholder meetings, and monthly progress reports completed in tandem with invoicing. WRT's project manager will describe the communications protocol and tools to the consultant team during the kick off meeting and provide supporting documentation.

Quality of Work

Our firm's reputation rests on successful completion of work. Success is measured by our client's concern for product, schedule, and budget as well as by our own standards of planning and design. Each commission serves a public user, has an environmental footprint, and is an enduring reflection of our values.

Hardware + Software Capabilities

WRT's practice is always exploring new tools that help us be more efficient and better serve our clients. We are currently operating the full suite of Adobe graphic software. These tools are essential for design communication and plan publishing. We use AutoCAD with plug-ins for detailed design and documentation. Sketch-up, Rhino, and Lumion serve the majority of our modeling needs. Arc View GIS is applied at all scales and often bridges our planning and design disciplines. Increasingly, the combination of these programs yields innovative methods of communication and design exploration. In addition to the software that we use for graphic products, we utilize Microsoft and Google software for word processing and various other needs.

Capability to Meet the City's Needs In a Timely Manner

WRT can confirm that all proposed staff for this assignment, including subconsultants, will have the availability to complete projects that stem from this contract in accordance with the proposed project schedule and budget for each project. WRT's current workload for projects involving individuals that would be assigned to this project have been considered in our team structure.

COMMUNITY OUTREACH/ENGAGEMENT

We are dedicated to engaging and empowering underrepresented and hard-to-reach stakeholders. From start to finish, we do the work of reaching out, listening, and responding, ensuring people's ideas, needs, and desires are effectively addressed.

WRT's Commitment to Community Engagement

WRT excels at designing public engagement strategies and tools that inform, engage, and elicit meaningful dialogue.

We see community engagement as a vital component of the planning process in order to understand and reflect the community's values and aspirations. For this reason, it is critical to begin at the outset of a project. When successful, engagement is also a capacity-building exercise that identifies champions for subsequent implementation and builds collaboration.

One Size Does Not Fit All

We do not prescribe any one method of engagement. Instead, we will tailor a set of engagement tools from our extensive toolkit to the unique culture and history of the place and goals of the process. Our team is adept at working with a wide variety of stakeholders that include the very young, seniors, millennials and college students, well-informed as well as marginalized communities where trust in the public process needs to be established or rebuilt.

Reaching Specific Communities

Our approach will ensure that the participation process reaches the community at large, as well as neighborhood residents and other groups that are underrepresented or from under-resourced communities (e.g., non-English speakers, immigrants, people of color, persons with disabilities, LGBTQ, young people, seniors, etc.). We will design the process to specifically involve communities identified as target user groups in the planning process. As a first step in the process, we recommend an initial discussion with the core team to confirm and better understand the demographic, economic and social factors at play in the neighborhood/area. This will inform the development of a stakeholder engagement strategy with a range of tools to reach a representative sampling of all members of the community.

The Power of Storytelling and Compelling Graphics

Stories bring people together, inspire, and motivate. A good story is captivating, educational, frequently universal, and memorable. WRT believes that each community has its own story to tell. Our process starts by learning and getting to know the community and carefully compiling a narrative that tells the story of the current place and its future as the process evolves.

Community engagement at Dickey Park for the Fresno Parks Master Plan



Partnering with Community-Based Organizations (CBOs)
WRT as a firm believes in building local capacity through our work. We often find the most success when we can support and partner directly with local community-based organizations to support on-the-ground engagement efforts. CBOs often help connect us with hard-to-reach communities, or special interest groups that have long-term local interests where they live.

Our Engagement Partners
We bring two engagement partners onto our team for San Diego: Byrne Communications (Kristen Byrne), and Pendoley Strategies & Communications (Andy Pendoley.)

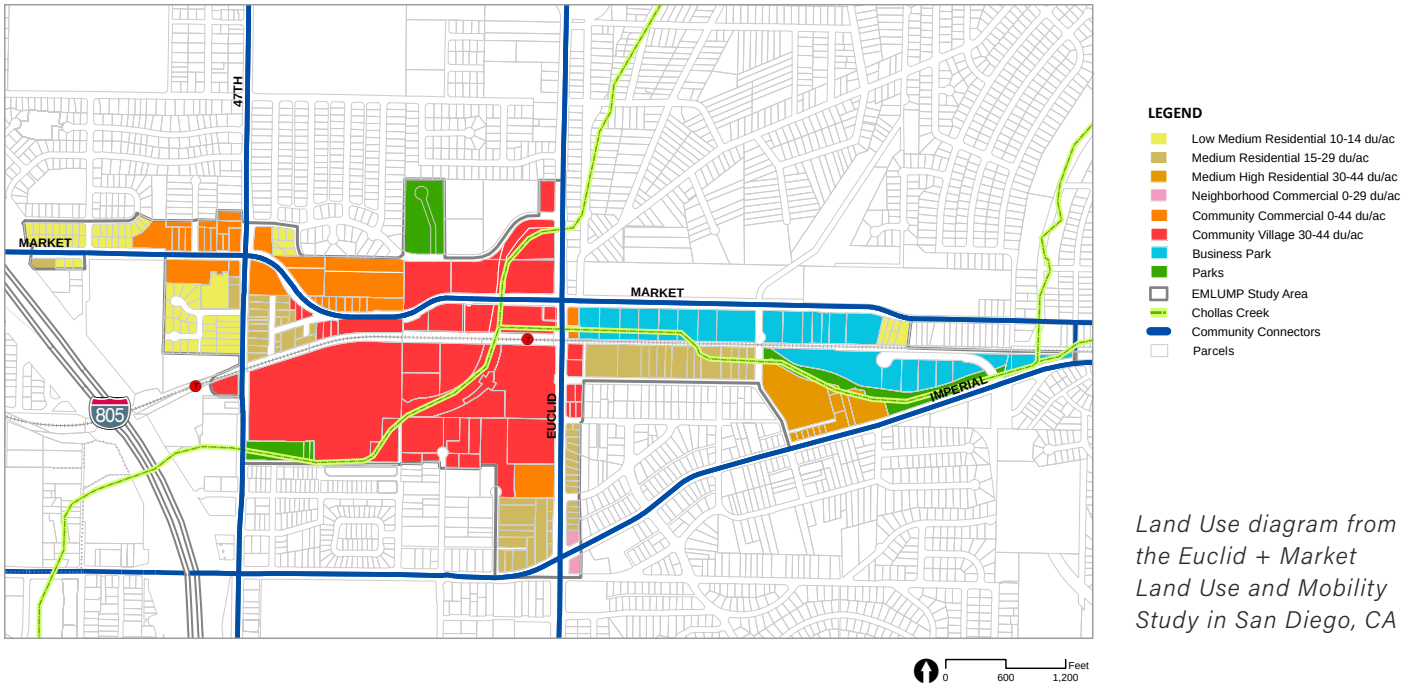
Bryne Communications believes that an effective public outreach and engagement process is one that will reach key stakeholders with information that is understandable and relevant to them and provides them with opportunities to share meaningful input that will inform the decision-making process. To do this, it is important to conduct a thorough research and planning effort at the outset of the project. A comprehensive Public Outreach Plan will help the team understand who the stakeholders are and what they are concerned about, develop messages that will resonate with the public and encourage them to get involved, and identify a variety of methods to engage the public. This plan will then provide a roadmap for the project team to conduct fun and informative outreach that allows the public to participate the way they want to, whether that be joining a workshop, visiting us at a farmer's market, or engaging with us online.

Pendoley Strategies & Communications collaborates with technical team members to overlay the community engagement approach with the technical planning phases and activities to: (a.) create well-organized and designed methods and formats tailored to each audience; (b.) offer multiple and meaningful input options; and (b.) facilitate productive community feedback that is practical, actionable, and impactful to the project outcomes.

Engagement activities will be designed to meet the needs of both the project and the community. At each phase of a project, we will define the integrated technical and engagement objectives, target audiences, and optimal engagement activities and formats.

LAND USE

WRT approaches land use at the intersection of placemaking, economics, and policy. Our communities are made of a mix of uses that can be distinct for their vibrant complexity or for their homogeneity such as an historic residential neighborhood surrounding an old streetcar commercial block. Our work is informed by a clear purpose to create a livable urban environment for all residents. We seek a physical relationship of more intense active uses to the public corridor where served by transit. Parks and open spaces with functional recreation experiences are integrated for public health and wellbeing. Market economics provides an important foundation. We engage multiple economic resources including those with expertise in site specific development feasibility. Our San Diego region is suffering



Land Use diagram from the Euclid + Market Land Use and Mobility Study in San Diego, CA



Chen Ryan Associates led the preparation of the Mobility Element in the Kearny Mesa Community Plan Update in San Diego, CA

a housing shortage while also preparing for growth over the next decades. SANDAG is guiding housing targets that are foundational to community planning and drive land use decisions to around residential densities and their supporting uses. WRT brings expertise from our research on complete corridors – corridors with a complement of land use, mobility, and urban design functions that give foundation to an urban village concept.

As an outgrowth of a land use direction, WRT provides zoning as the technical expression of place and as a vehicle to shape change. WRT prepares ODDS to support the physical design standards that zoning articulates.

MOBILITY

To support City planning initiatives, Chen Ryan Associates will work closely with City staff to tailor transportation engineering and mobility planning to community-wide efforts, corridor projects and site-specific assessments. We will evaluate transportation operations for projects of varying sizes and environments, using both standard and advanced techniques. CRA has developed multimodal analysis procedures which are utilized on all the City's long-range planning efforts and have assisted the City in the development of new parking policies intended to alleviate parking-related cost burdens encountered by multifamily residential developers within transit priority areas. At the core of our approach to each task order is an emphasis on multimodal mobility – ensuring that each mode is considered, evaluated, and planned for.

Systematica can augment our Team's offerings with multilayered mobility analyses spanning from wide-area GIS and big data analysis, to site-specific patterns evaluation and user-centric travel behavior understanding. Our activities will be developed in close coordination with WRT and City Staff.

ECONOMIC ANALYSIS

London Moeder Associates (LMA) will provide comprehensive evaluation of the supply and demand factors which determine what land uses would succeed in the market, and at what scale. Our market analysis will support decision-making on land use types and densities, including specific considerations around housing and commercial development. LMA will also provide financial pro forma to determine what uses and densities can feasibly be developed.

Keyser Marston Associates (KMA) can also provide a range of economic analysis services related to community plan and development regulation updates/amendments, including: market assessments for varying land uses, including for-sale and rental multi-family residential, office, retail, and mixed-use developments; analysis of demographic and real estate market trends; financial feasibility of land use alternatives and development regulations; fiscal and economic impact analyses of land use alternatives or specific projects; and identification of economic development incentives to stimulate investment.



WRT led the Strategic Redevelopment Plan and Complete Streets Implementation for Castro Valley Boulevard in Castro Valley, CA

URBAN DESIGN

The physical relationship of buildings, public realm, parks, and streets is a core skill of WRT. We approach the work with an interdisciplinary team of urban designers, planners, architects, and landscape architects to fully realize the potential of place. We are unique experts in the design of public realm and parks and able to complement building massing with specifics about streetscape, park amenities, trails, green infrastructure, and natural systems. Our portfolio includes work to develop conceptual design for urban districts and then craft the guidelines. We bring examples from downtown San Marcos, Castro Valley, Oakland's Uptown district, San Diego's Euclid and Market neighborhood in Encanto, and Emeryville, a community with intense redevelopment.

WRT is pleased to be joined by our partners at Citythinkers. In the past five years, Citythinkers has assisted the City of San Diego Planning Department on numerous design and planning assignments. They have the capacity, know-how, and on-the-ground knowledge of the local environment to deliver work products that further the department's plans and initiatives. As our local partners with lots of experience supporting department staff, they are also helpful to be nimble, and flexible; capable of adapting to the changing needs of the department.

HISTORIC PRESERVATION

Page & Turnbull frequently performs on-call, as-needed services for various institutions and municipalities. As such, we have excellent working relationships with many local and state entities as well as a solid understanding of their review processes. With many of our public projects, we consider ourselves extensions of our client's staff. Our collaborative spirit establishes effective working relationships with client administrative and technical staff, user representatives, prime consultants, and sub-consultants.

Based on our previous experience with City of San Diego's Historic Preservation Planning staff, we will work with the City in scoping each project, establishing the project's purpose, goals, and key stakeholders, and defining parameters such as budget and schedule constraints. From this information, the project manager will develop a workplan that will guide our staff's efforts on background review, research at local and online repositories, fieldwork as needed, preparing deliverables and their drafts for staff and public review, and participation in community engagement or public hearings. We anticipate regular meetings and communication with the staff throughout the project as part of our collaborative process.

PUBLIC FACILITIES

Nasland Engineering will develop a focused and tailored process that specifically addresses the goals, challenges, budget, and scope of each project. We will document existing project conditions, evaluate project parameters, develop creative and viable project alternatives, and work with the City, property and business owners, and the community to promote a preferred alternative. The team will work concurrently and together with the City to study, create, and design a unique experience within San Diego that meets the needs, goals, and aspirations for the downtown community you serve.

Our team's experience working on a wide variety of civil engineering, utility, transportation, and community improvement projects for the City of San Diego, as well as other regional local agencies, provides us with the knowledge to work on a variety of public buildings including libraries, fire stations, visitors' centers, restrooms, recreation centers, and administration offices.

URBAN GREENING

Broad goals for sustainability have become grounded in the priorities of water quality, public health, and climate resiliency. WRT brings direct experience in the planning and design of stormwater management features incorporated into streetscape, parks, and urban development. Our Castro Valley Boulevard streetscape leveraged biofiltration raingardens to treat runoff before discharge into creek drainages and the Bay. We value the ability for open space, safe streets, and passive places for seating to benefit public health. We are experienced in addressing public safety through environmental design and finding humane outcomes that respect unhoused populations as well. WRT's planning and design practice is responding to climate change with adaptation strategies for sea level rise, intense storms, wildfire and heat. We are leading climate-driven projects that position communities for a better life today and to be more resilient in the future.



Castro Valley Boulevard

Much of Nasland's recent work through the City of San Diego has presented the opportunity to bring green space into the urban space. For example, the North Park Mini Park repurposed an old parking lot to offer green space in addition to hardscape to be used for event space and farmers' markets. Incorporating green space as much as possible is crucial for a project that is not only aesthetically attractive, but also inviting to the public while promoting sustainability.

Windsor Town Green





CEQA

RECON's approach to addressing CEQA compliance for long-range planning documents typically involves a programmatic analysis of the potential changes that would result from implementation of the plan or program. We understand the City's recent efforts with the Blueprint San Diego (SD) Programmatic Environmental Impact Report (PEIR), which RECON has supported, is looking toward opportunities for streamlined CEQA processing for future community plan updates and other citywide initiatives. RECON will be well positioned to support preparation of addendums and/or CEQA 15183 exemptions for future projects within the scope of the Blueprint SD PEIR. Our technical experience and understanding of City approaches to various technical issues including CAP consistency, VMT, biological resources including MSCP and VPHCP consistency, geotechnical and paleontological evaluations ensure we adequately address these issues following City practices and standards.

CLIMATE RESILIENCE

WRT views resilience as central to community health and well-being. This is part of a more timeless challenge: to create environments that help communities survive and thrive in the context of change.

Our first consideration lies in empowering communities. Community input is essential to creating plans that are feasible and true reflections of the culture of the community. We believe empowered and engaged citizens are critical to building a resilient community. The educational aspect of the process helps communities become more aware of challenges ahead and provides the necessary knowledge to make smart choices and investments in the context of environmental change. Planning and design processes can help to strengthen community bonds and partnerships and empower organizations that will do the work over time.

Our practice helps protect communities from a wide range of impacts whether they are related to severe weather, long-term sea level rise, changing economies, or are social in their root causes. Elements of resilience that are addressed in our planning work follow.

- **Social Equity and Public Health.** Thriving communities have access to education, healthy food, parks and open space. From this foundation, communities are ultimately more resilient to a wide range of impacts, both socio-economic and natural.
- **Ecological Systems.** Clean air, clean water, and biodiversity are all served by healthy, functioning ecosystems. To the extent that our communities can promote and optimize these ecological functions, they will benefit from them in regard to health, safety, and well-being.
- **Green Infrastructure.** Infrastructure networks are our lifelines, delivering water, food, energy, transportation, and the processing and management of our waste products. To the extent that these networks can work as extensions of underlying ecological systems, they can be more resilient.
- **Economic Vitality.** Creating a diverse economic ecosystem across the spectrum of small, local businesses to large, stable employers provides safeguards against the ups and downs of economic cycles. Creating a balance between jobs and housing to avoid long commutes will help ensure a more sustainable workforce. Promoting locally sourced materials and products will help create a strong business organism rooted in the region and help reduce its carbon footprint. All of these factors, kept in balance, will ensure a strong and ultimately more resilient economic foundation.

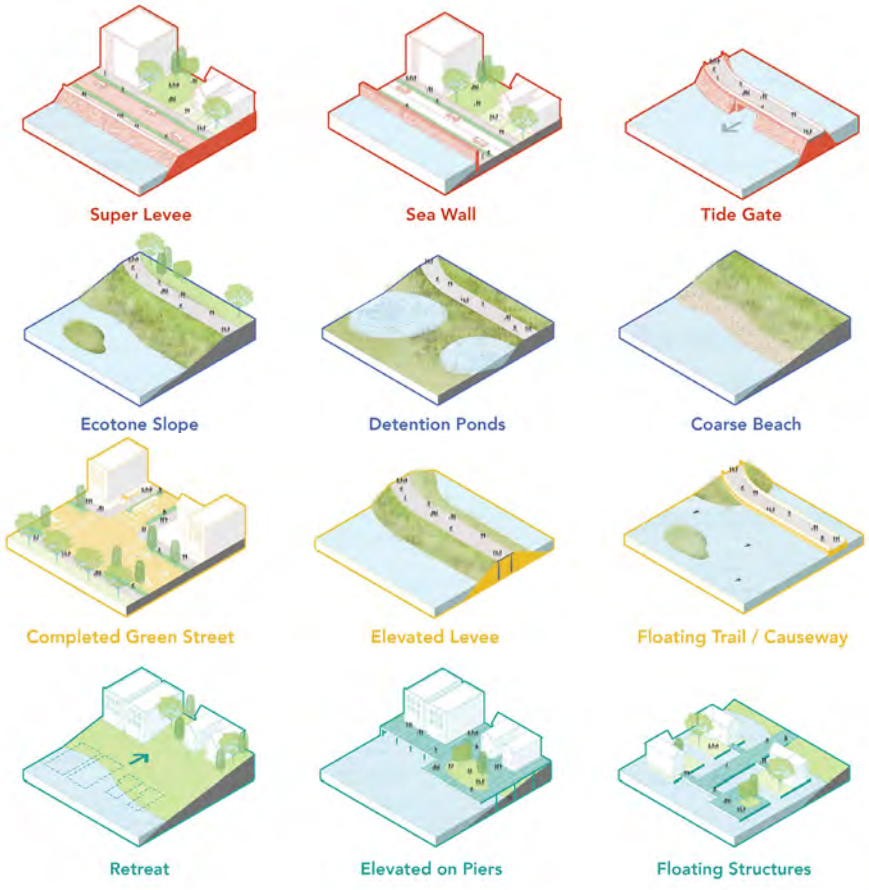


WRT and team are developing conceptual designs to adapt the Preserve to changing climate and SLR through nature-based strategies allowing for the evolution and restoration of tidal wetlands, and restoration of ecological processes and habitat function at Bothin Marsh.



This section describes some of the strategies we can use, alone or in combination, to adapt our vulnerable landscape, from infrastructure to sensitive habitat, from the impacts of sea level rise. These strategies are presented in four categories: Nature-Based Strategies, Shoreline Hardening, Adapting Transportation, and Adapting Development.

The above birds-eye view of Richardson Bay illustrates various location-specific landscape adaptation strategies.





Alvarado Road Open Space, San Diego, CA

EXHIBIT B
D.2

KNOWLEDGE + UNDERSTANDING OF THE LOCAL ENVIRONMENT

WRT has practiced in San Diego for some 30 years and has assembled a team with deep local experience. Currently, we are just getting off the ground with an existing conditions analysis, goal-framing, and community engagement for a Citywide Trails Master Plan. This grant-funded effort is expected to continue into 2027, and WRT is excited to lead an effort that will be rich in engagement, on-the-ground data gathering, and visioning for a complete trail system.

Between 2021 and 2023, Peter Winch, Cristina Bejarano, and members of the WRT Team worked in close coordination with City staff on the College Area Community Plan Update, doing analytical mapping, urban design analysis, mobility planning, streetscape, public realm and parks recommendations, financial feasibility testing of residential and mixed-use development types, historic resource analysis, and community engagement. This effort seeks to guide substantial change, including development intensification and housing opportunities as well as greater walkability and public realm quality. We hope to continue our work with the City to bring the College Area Community Plan to completion.

WRT led the Euclid/Market Land Use and Mobility Study, which became the core feature of the Encanto Neighborhoods Community Plan - a plan managed by Peter Winch, WRT's Project Manager, with a different firm - that was adopted in 2015. Peter also led community plan updates for Southeastern San Diego and Mission Valley. John Gibbs, WRT's Principal-in-Charge of this team, is a San Diego native and brings extensive project experience in the city, including recent and ongoing master planning and landscape design work at UC San Diego. Under John's leadership, WRT completed the open space framework plans for both the La Jolla and Hillcrest campuses. John also worked on the Euclid/Market plan mobility, open space components at San Diego City College, and led design work in Balboa Park which included engaging with stakeholders at the Balboa Park Conservancy, the Friends of Balboa Park, and the San Diego Parks and Recreation Department.

Over the years, WRT has implemented projects within the General Plan and community plans and have both followed and prepared design guidelines. We understand the City's development code and discretionary review process. We understand the importance of Community Planning Groups (CPGs) and embrace their hands-on knowledge, community intuition, and understanding. WRT is deeply committed to promoting urban form that is responsive to existing fabric, community character, and promotes choice in mobility and housing to best serve neighborhoods and the City of San Diego as a whole—fundamental qualities of a city of villages.

We envision ourselves as part of a City team and will work with your staff in that capacity to lead and as appropriate, support, and develop innovative but realistic and implementable plans. While WRT will be readily available by phone/video and for scheduled in-person meetings, we understand the City's desire to have team members available in San Diego who can meet in-person with staff and stakeholders as needed during the course of the project. John and Cristina have lodging accommodations, making travel affordable. Most of the rest of our team is locally-based and well-versed in working with the City.

OUR PARTNERS ALSO KNOW SAN DIEGO WELL

Kristen Byrne, Principal of **Byrne Communications** has more than 30 years of experience working in public engagement and community outreach in San Diego County. Her deep experience in the City of San Diego includes working on projects and initiatives in nearly all of the City's community planning areas as well as engaging with elected officials, community leaders, advocacy groups, and community-based organizations throughout the city.

Andy Pendoley, CEO and Founder of **Pendoley Strategies & Communications**, has collaborated with the Planning Department in its efforts to create more equitable opportunities and investments in San Diego: "Equity Forward." Now more than ever, it is imperative to build trust with communities and demonstrate how City decisions are informed by community needs and desires. Andy looks forward to helping to advance this cause.

Chen Ryan Associates' (CRA) extensive work history with the City of San Diego has enabled us to gain expert knowledge of the policies, standards, and regulations that guide transportation planning, analysis and design, as well as to build strong working relationships with staff in many City departments. CRA has successfully delivered a wide range of projects that were in compliance with the City's standards, including community-wide mobility elements, corridor studies, and traffic impact studies. Currently, Chen Ryan Associates is assisting the City of San Diego to develop a VMT-based fee program, to serve as a new mechanism that is based on SB-743 standards. This extensive local knowledge enables us to foresee and address project hurdles, while helping to limit review time and streamline project delivery. We have also been preparing traffic impact studies in the City of San Diego for over two decades and are currently preparing the traffic study and transportation section of the EIR for the Kearny Mesa Community Plan Update –the first program-level traffic assessment based on VMT thresholds being prepared in the City of San Diego.

With over 50 years' experience, as well as long-term roots in San Diego, **Keyser Marston Associates (KMA)** bring an unparalleled track record assisting public agency clients with preparation of market assessments supporting Community Plan Updates; evaluation of market support in planning areas; researching real estate, household, and employment trends; assessing the feasibility, fiscal, and economic impacts of land use scenarios; and assisting in the preparation of public facility and infrastructure financing plans. Most notably, KMA has provided economic consulting services to support the updates of the Midway-Pacific Highway, Old Town, Southeastern San Diego, Encanto Neighborhoods, Barrio Logan, Mira Mesa, and University Community Plans.

London Moeder Associates (LMA)'s work in the City of San Diego is extensive. We have conducted analyses in virtually all San Diego communities, through decades of research. More recently, we have conducted studies on behalf of the City in the communities of Mission Valley and the College Area.

Citythinkers has assisted the City of San Diego Planning Department on numerous assignments, working closely with department staff to deliver relevant and effective urban design concepts and graphics that are tailored to the specific needs of diverse communities across the city. Diego Velasco is a native San Diegan and has worked with the Planning Department for almost two decades. He has an intimate knowledge of local communities, from Otay Mesa to Southeastern, Mission Valley, and the University communities among others.

Page & Turnbull has performed numerous projects in San Diego and the surrounding area. These include projects with the City of San Diego Planning Department and its Historic Preservation Planning section, which have provided us with a strong understanding of the local regulations and policies. Our work with the WRT Team has included the Mid-City Historic Context Statement (in progress); College Area Historic Context Statement (2023); and Bungalow Courts Historic Context Statement (2021).

Nasland Engineering is a small, local San Diego firm that has been providing engineering and surveying services in the region for more than 65 years. The Nasland team is thoroughly familiar with the resources, regulations, and policies that influence work in the San Diego area. Our combination of experience and expertise brings an excellent and unparalleled understanding of all aspects of the San Diego environment, including physical, regulatory, and political considerations. Our team's experience working on a wide variety of civil engineering, utility, transportation, compete street, and community improvement projects for the City of San Diego, as well as other regional local agencies would provide a valued benefit to the City of San Diego with our ability to provide timely and efficient service while understanding the local community desires as well as understanding the functions, design standards, and framework of the City of San Diego.

RECON's staff has a strong background in City procedures, policies, and guidelines, including but not limited to the City's General Plan; Land Development Code, including zoning; Environmentally Sensitive Lands and Historic Resources regulations; Significance Determination Thresholds and EIR Preparation Guidelines; CAP and GHG analysis requirements; Biological Resources Guidelines and Landscape Regulations; the City's MSCP Subarea Plan and VPHCP; and the applicable state and federal regulations that affect project planning and implementation. Currently, RECON is working with the City on the Blueprint SD Initiative, Hillcrest Focused Plan Amendment (FPA), and University Community Plan Update (CPU) PEIR. RECON also recently completed an award-winning PEIR for the City's Complete Communities: Housing Solutions and Mobility Choices Program.



Engaging with San Diego residents on the future of trails in the city as part of the Citywide Trails Master Plan.





Park Opportunities on City-Owned Land diagram from College Area Community Plan Update

PROJECT TEAM ORGANIZATION

EXHIBIT B
D.3

TEAM STRUCTURE / ORGANIZATION

As the prime consultant, WRT brings a dedication to improving the quality of the natural and built environment to all our planning and design work, and decades of familiarity with San Diego. We have assembled a team covering the range of expertise needed to plan and design urban places and we have a long track record of implementing projects. Our team also brings depth of experience working in San Diego's physical and regulatory context in each of the disciplines or practice areas that we anticipate potential planning work to address. This experience is fully described under Knowledge and Understanding of the Local Environment and in the firm profiles and resumes that follow.

WRT is committed to meeting or exceeding the contract compliance requirements for local businesses. Two of our team members, Citythinkers and Byrne Communications are certified DBE/SLBE/WMBE (BC) and SLBE/ELBE (Citythinkers) as summarized earlier in this document. Pendoley Strategies & Communications has applied for SLBE status, and expects to be designated soon.

Each member of the Team's roles and responsibilities is summarized below, with time commitment shown on the organizational chart on the next page.

WRT: Peter Winch will serve as the overall Project Manager for the Team and our contract with the City. **John Gibbs** will be Principal-in-Charge, with an eye to thought leadership and design. **Cristina Bejarano** is a Senior Planner and Urban Designer, and will serve as Project Manager or Planning and Urban Design Lead on individual projects. We will draw on our staff of urban planners, urban designers, landscape designers, and architects to complete project work.

Byrne Communications: Kristen Byrne's roles and responsibilities would be strategic communications planning, outreach/engagement planning and implementation, message and materials development, public meeting/ workshop planning and facilitation.

Pendoley Strategies & Communications: Andy Pendoley will also be available to lead the planning, design, and facilitation of community outreach and engagement.

Chen Ryan: Andrew Prescott (Senior Transportation Planner) and **Phuong Nguyen** (Senior Traffic Engineer) would lead mobility aspects of the Team's work, with an estimated time commitment of 30% for each.

Systematica: The WRT Team also features Systematica, who can provide more specialized mobility services. **Rawad Choubassi**, the technical director, would participate in the mobility setting strategy; (5%). **Alessandro Vacca**, project manager, would coordinate project activities (10%). **Federico Messa**, team leader/ senior transport consultant, would set objectives and methodological approach (25%).

London Moeder Associates: LMA Principals **Gary London** and **Nathan Moeder** will share the responsibility of managing all assignments. They are supported by a senior staff of analysts and will be fully available for all projects.

Keyser Marston Associates: Paul C. Marra would be Principal-in-Charge, bringing 35 years of extensive familiarity with economic analyses related to planning services. **Michael D. Tactay** would serve as Project Manager, and would conduct fiscal and economic impact analyses and feasibility studies.

Citythinkers: Diego Velasco, Principal brings 25 years of experience in both architecture and planning disciplines. Managed/led urban design efforts for local and regional agencies, including City of San Diego. **Gaelle Brasseur,** Project Manager has 20 years of experience in urban design and planning. Managed/led urban design efforts for local and regional agencies, including City of San Diego.

Page & Turnbull: As Principal-in-Charge of the project, **Christina Dikas** will provide overall project leadership, oversight, and quality control. She will be responsible for ensuring that the project is on budget and in line with the City's expectations. As Project Manager, **Flora Chou** will be the day-to-day contact and will provide regular updates regarding deliverables (both anticipated and completed to date), schedule, and budget.

Nasland: Larry Thornburgh will be the Director of Engineering, and will be authorized to sign contracts and make major scale project decisions. **Daniel Quinones** will be the Project Manager for all parks and recreation facilities. He will manage the project from start to finish and will coordinate all submittals and quality control reviews. **Jarrett Linn** will be the Project Manager for all roadway and infrastructure projects. He will manage the project from start to finish and will coordinate all submittals and quality control reviews.

RECON Environmental: Jennifer Campos, Environmental Project Director, has over 21 years of experience leading large interdisciplinary consultant teams in the environmental process for a variety of planning and land development projects. Ms. Campos is currently managing RECON's as-needed environmental planning services contract (H176820) with the City and has direct experience working with Department staff on several successful projects. **Morgan Weintraub,** Environmental Project Manager, has over 9 years of experience preparing and managing a range of environmental documents, in addition to public agency experience as adjunct staff. **Jessica Fleming,** Senior Environmental Specialist, has 18 years of experience preparing Noise, Air Quality, and Greenhouse Gas technical

analysis and reports. Ms. Fleming has extensive experience with FHWA Traffic Noise Model, SoundPLAN, URBEMIS, CalEEMod, EMFAC, AERMOD, ArcGIS, and preparing technical reports for the City of San Diego, including CPUs.

Arup: Jack Hogan will lead the way for the Arup team, bringing 12 years of experience, in developing planning strategies informed by risk analysis, for masterplans and infrastructure projects. Associate Principal, Brooke DuBose will provide strategic advice and direction to the project team. Meg Ackerson and Kenny Buyco will be conducting risk assessment analysis work to support the project.

Pathways Climate Institute: Kris May will be the Pathways team lead, bringing 30 years of experience providing leadership and technical expertise related to climate change resilience and adaptation strategy development. She is joined by Daisy Ramirez Lopez, is an environmental engineer with a personal passion for improving both our natural and built environments, who will synthesize, translate, and document key information to support climate adaptation strategy development.

CITY OF SAN DIEGO

KEY STAKEHOLDERS

SUBCONSULTANT TEAM

BYRNE COMMUNICATIONS / Community Outreach/Engagement
Kristen Byrne / Principal / 15%

PENDOLEY STRATEGIES & COMMUNICATIONS / Community Outreach/Engagement
Andy Pendoley / CEO + Founder / 20%

CITYTHINKERS / Urban Design
Diego Velasco / Principal-in-Charge / 25%
Gaelle S. Brasseur / Urban Designer / 25%
Tyler Jones / Urban Designer / 25%

PAGE & TURNBULL / Historic Preservation
Flora Chou / Associate Principal + Project Manager / 5-15%
Christina Dikas / Architectural Historian / 5-10%
Hannah Simonson / Cultural Resources Planner / 5-15%

CHEN RYAN ASSOCIATES / Mobility
Andrew Prescott / Senior Transportation Planner / 30%
Phuong Nguyen / Senior Traffic Engineer / 30%

SYSTEMATICA / Mobility
Rawad Choubassi / Transportation Planning + Mobility Engineering / 5%
Simone Grasso / Transportation Planning + Mobility Engineering / 10%
Federico Messa / Transportation Planning + Mobility Engineering / 25%
Alessandro Vacca / Transportation Planning + Mobility Engineering / 50%
Andrea Guzman / Transportation Planning + Mobility Engineering / 100%

LONDON MOEDER ADVISORS / Economic Analysis
Gary H. London / Senior Principal / 50%
Nathan Moeder / Principal / 50%

KEYSER MARSTON / Economic Analysis
Paul C. Marra / Managing Principal / 10%
Reena M. Arvizu / Senior Associate / 20%
Michael D. Tactay / Manager / 15%

NASLAND / Public Facilities + Urban Greening
Larry Thornburgh / Director of Engineering / 20-25%
Jarret Linn / Project Manager / 75-80%
Daniel Quinones / Project Manager / 75-80%

RECON / CEQA
Jennifer Campos / Environmental Project Director / 25%
Morgan Weintraub / Associate Project Manager / 35%
Jessica Fleming / Senior Air Quality and Noise Specialist / 30%

PATHWAYS CLIMATE INSITUTE / CLIMATE RESILIENCE
Kris May / Principal / 10%
Daisy Ramirez Lopez / Environmental Engineer / 15%

WRT

Prime Consultant
Project Administration, Community Outreach/Engagement, Land Use, Urban Design, Public Facilities, Urban Greening, Climate Resilience

Peter Winch / 10-30%
Project Manager / Principal Planner

John R. Gibbs / 5-15%
Principal-in-Charge / Principal Landscape Architect

Cristina Bejarano / 25-40%
Deputy Project Manager / Senior Planner + Climate Resilience Lead

Matthew Taecker / 15-40%
Landscape Architect / 20-50%

Ashwin Nambiar / 15-40%
Urban Designer

Olivia Grenzebach / 15-40%
Urban Planner / 20-50%

Olivia Youzi Xu / 15-40%
Landscape Designer

% - Percentages represent approximate time commitment based on total hours for each firm, and an average of possible project types.

ARUP / CLIMATE RESILIENCE
Jack Hogan / Climate Risk and Resilience Engineer / 10%
Brooke DuBose / Associate Principal Cities, Planning & Design Leader / 5%
Meg Ackerson / Senior Engineer / 20%
Kenny Buyco / Analyst / 20%



PETER WINCH

EXHIBIT B
D.4

WRT

AICP
PRINCIPAL | PLANNER

PROJECT ROLE: PROJECT MANAGER / CONTRACT MANAGER

PROJECT EXPERIENCE

Project Award +

San Diego College Area
Community Plan Update
San Diego, CA

Santa Clara Downtown Precise Plan
Santa Clara, CA

Fresno Parks Master Plan and Measure P
Implementation Projects
Fresno, CA

HARD On-Call Services: Parks Master Plan, Trails Master Plan, Ashland Common, Mateo Street Park, San Lorenzo Creekway, and Foothill Trail Master Plan
Alameda County, CA

Fresno Tower District Specific Plan
Fresno, CA

Tiburon General Plan + ODDS
Tiburon, CA

Newark360 Master Plan
Newark, NJ

Elm Avenue Area-Wide Brownfield Plan
Fresno, CA

Yountville General Plan and Planning Support
Yountville, CA

Fresno Parks Master Plan and Measure P
Implementation Projects
Fresno, CA

Santa Clara Parks and Recreation Master Plan
Santa Clara, CA

Santa Clara Civic Center Relocation Study
Santa Clara, CA

Sonoma Developmental Center
Site Reuse Master Plan
Eldridge, CA

Tracy Parks, Recreation, and Trails
Master Plan + Nature Park
Tracy, CA

Tiburon Parks Master Plan
Tiburon, CA

Peter has nearly 20 years of urban and regional planning experience, developing general and specific plans, parks system plans, zoning, and urban design studies at a range of scales and settings. He is interested in diverse development patterns, great public spaces, connective street networks, and the relationship between these parts. Peter seeks solutions that achieve multiple goals, contribute to livable places, and grow out of the unique problems of each project. Peter is a practice leader in WRT's community design and parks and open space practices, and has recently become a Principal with the firm. He brings strategic thinking, clarity of purpose, and effective communication to his work.

EDUCATION

University of Michigan, *Master of Urban Planning and Master of Urban Design*

Brown University, *Bachelor of Arts, Urban Studies*

AFFILIATIONS + AWARDS

Member, American Institute of Certified Planners (AICP)

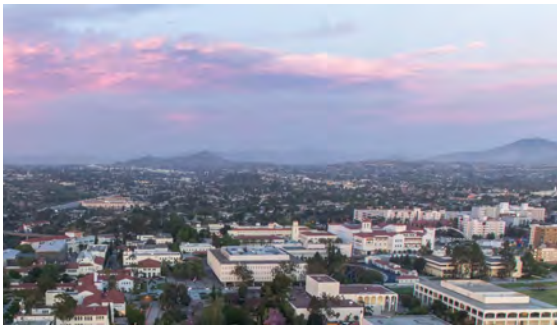
California APA San Diego Chapter, Comprehensive Plan Award, Large Jurisdiction, for Southeastern San Diego and Encanto Neighborhoods Community Plans, 2016

California APA Central Section, Outstanding Planning Award of Merit in Comprehensive Planning, Small Jurisdiction, Turlock General Plan, 2013

University of Michigan Taubman College of Architecture and Urban Planning, Raoul Wallenberg Fellowship, 2004

ENGAGEMENT

San Francisco Education Fund, Tutor, 2016-Present



San Diego College Area Community Plan

Project Value
$245,424

Project/Client Contact
Nancy Graham, 619.236.6891

The City of San Diego is updating the College Area community plan, located eight miles northeast of Downtown, encompassing SDSU and El Cajon Boulevard. This area, projected to nearly double in population by 2050, includes residential neighborhoods and a Trolley station. The plan aims to manage growth while enhancing community quality of life, aligning with city and regional goals. WRT leads the Consultant Team, focusing on urban design, mobility, and community engagement, to facilitate this suburban area's evolution. Opportunities identified include complete corridors, placemaking, and enhancing parks and public spaces.



HARD - On-Call Services

Project Value
$2,165,000

Project/Client Contact
Michael Williams, 510.881.6700

WRT has collaborated with the Hayward Area Recreation & Park District (HARD), the largest recreation district in California, on projects ranging from system-wide planning to neighborhood park designs for over 280,000 residents. This partnership has led to the development of the HARD Parks and Recreation Master Plan, focusing on stakeholder engagement, gap analysis, and funding strategies. It facilitated the design of two new parks and several trail systems, enhancing connectivity and green spaces for the Hayward community.

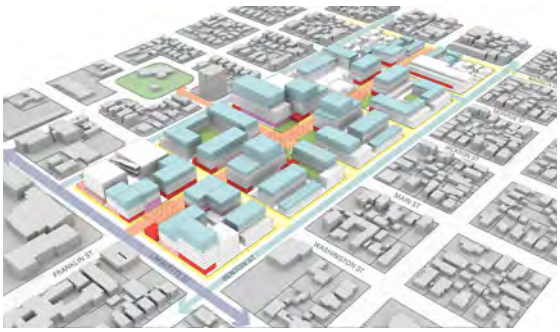


Fresno Tower District Specific Plan

Project Value
$570,000

Project/Client Contact
Sophia Pagoulatos, 559.621.8062

The Tower District's Specific Plan aims to update the vibrant area known for its Olive Avenue commercial strip, historic homes, and strong community identity. The existing plan has promoted a walkable retail core and protected historic resources for nearly three decades. The update will focus on revitalizing housing, jobs, parks, and multimodal streets with an emphasis on equity. It seeks to balance development, entertainment, and livability while enhancing park access and infill development, guided by community and City Council input.



Santa Clara Downtown Precise Plan

Project Value
$979,990

Project/Client Contact
Lesley Xavier, 408.615.2484

Santa Clara Valley has transitioned from a 19th-century agricultural hub to today's Silicon Valley, a leading tech innovation center. The 1960s Urban Renewal Plan cleared eight blocks, providing a chance to rebuild downtown Santa Clara thoughtfully. The Downtown Santa Clara Precise Plan aims to create a "core" blending the valley's ecological, cultural, and historical elements with modern infrastructure. WRT leads a diverse team focused on planning, transportation, economic development, and community engagement.



JOHN R. GIBBS

EXHIBIT B
D.4

WRT

ASLA, LEED AP
PRINCIPAL | LANDSCAPE ARCHITECT + URBAN DESIGNER

PROJECT ROLE: PRINCIPAL-IN-CHARGE

PROJECT EXPERIENCE

Project Award +

San Diego College Area Community Plan
San Diego, CA

Euclid + Market Land Use + Mobility Plan
San Diego, CA

Castro Valley Boulevard Redevelopment Plan + Complete Streets
Castro Valley, CA

HARD On-Call Services: Parks Master Plan, Trails Master Plan, Ashland Common, Mateo Street Park, San Lorenzo Creekway, and Foothill Trail Master Plan
Alameda County, CA

Fresno Parks Master Plan + Measure P Implementation
Fresno, CA

MTC Priority Conservation Areas Refresh
Bay Area, CA

UC San Diego Open Space Study
San Diego, CA

Bothin Marsh Adaptation & Resiliency Project
Marin County, CA

Benicia Parks & Recreation Master Plan
Benicia, CA

East Palo Alto Parks Master Plan
East Palo Alto, CA

Trails Master Plan
San Diego, CA

Oakland Estuary Park
Oakland, CA

Glen Canyon Park Improvement Plan
San Francisco, CA +

Lake Merritt Park Master Plan & Implementation Projects +
Oakland, CA

Lankershim and Riverside Drive Complete Street Study
Los Angeles, CA

Balboa Park Rose Garden Concept Design
San Diego, CA

John shares WRT's deep commitment to environmentally rooted planning and design excellence. His work reflects his belief that open space infrastructure—whether at the scale of regional park systems, riverfronts, city parks, livable streets, or active plazas—is a crucial, integral part of creating quality urban environments. He is a practice leader in WRT's Parks & Open Space and Community Design practices, where he advances community and ecological resiliency in all WRT projects. Community engagement is fundamental to all facets of his work and his outreach skills are valued by clients who seek positive outcomes rooted in productive public dialogue. John has planned and designed a number of parks, including Santa Monica Beach and Palisades Park Improvements in Santa Monica; Eastshore State Park and Lake Merritt Park in Oakland; Balboa Park Rose Garden in San Diego; Glen Canyon Park, Mariposa and Mission Creek Parks in San Francisco; Nevin Park in Richmond; and the Mariposa Creek Parkway in the Sierra Foothills of California. John's Austin experience includes the award winning Our Parks Our Future: Long Range Plan for Parks.

EDUCATION

University of California, Berkeley, *Master of Landscape Architecture*
University of California, Davis, *Bachelor of Landscape Architecture*

AFFILIATIONS + AWARDS

CA Landscape Architect #4417

American Society of Landscape Architects (ASLA)

San Francisco Bay Trail Risk Assessment and Adaptation Prioritization Plan (RAAPP), Award of Excellence - Innovation in Green Community Planning, Northern California Section CA APA, 2022 // Merit Award - Planning, California Trails & Greenways Foundation, 2021

Our Parks, Our Future 2020-2030: Austin Parks Long-Range Plan, 2020

Glen Canyon Park Improvement Plan, Merit Award, ASLA Northern CA Chapter, 2019

Mariposa Creek Parkway Master Plan, California Trails & Greenways Foundation, 2020

Lake Merritt Park Master Plan, APA-CC, Great Places Award, 2019

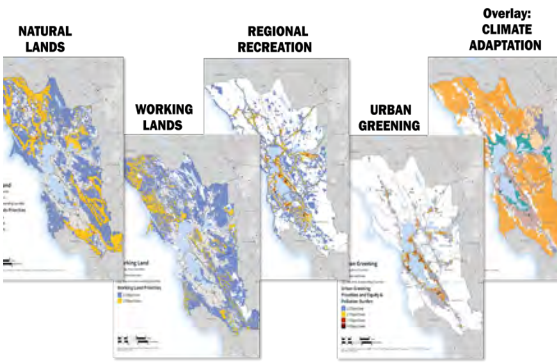
Mariposa Park, ASLA-NCC Merit Award, 2018

ENGAGEMENT

City Parks Alliance Park Study Tour, Austin, TX (Nov 2020)
Greenbelt Alliance Board Member

Bringing Back Broadway - 2019 National APA Conference Tour

Resilient by Design, Research Advisor (2018)

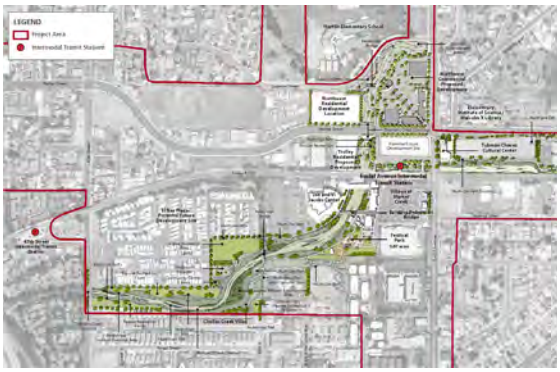


MTC Priority Conservation Areas Refresh

Project Value
$342,122

Project/Client Contact
Michael Germeraad, 415.820.7945

WRT is spearheading the MTC Priority Conservation Area (PCA) Refresh plan to preserve the Bay Area's ecosystems and agricultural lands, aligning with Plan Bay Area 2050. This initiative balances housing needs with conservation, advancing social equity and climate resilience. The plan involves a thorough review of the existing PCA framework, updating it with new goals, data, and mapping tools. This multi-stakeholder process aims for an equitable, resilient, sustainable Bay Area, with final guidelines expected in early 2024.



Euclid + Market Land Use + Mobility Study

Project Value
$382,912

Project/Client Contact
Laura Black, 619.691.5002

The Euclid + Market Land Use and Mobility Plan (EMLUMP) led by WRT in Southeastern San Diego focused on enhancing residential, commercial, and employment sectors through comprehensive management and community involvement. The initiative significantly improved local connectivity with upgraded transit, pedestrian, and cycling infrastructure, and ecological restoration of Chollas Creek. Economic growth and quality of life were boosted by new job opportunities and community facilities, transforming both the physical landscape and community cohesion.



San Francisco Bay Trail Risk Assessment and Adaptation Prioritization Plan (RAAPP)

Project Value
$349,487

Project/Client Contact
Brian Holt, 510.544.2623

WRT led an interdisciplinary team to create the San Francisco Bay Trail Risk Assessment and Adaptation Prioritization Plan (SF Bay Trail RAAPP) for the East Bay Regional Park District (EBRPD). The plan assesses vulnerabilities along the East Bay's shoreline, helping prioritize nature-based adaptation projects that enhance ecological restoration, recreation, mobility, and educational opportunities. The plan highlights example projects using advanced adaptation techniques for rising sea levels. Completed in April 2021, EBRPD is now implementing these projects.



HARD - On-Call Services

Project Value
$2,165,000

Project/Client Contact
Michael Williams, 510.881.6700

WRT has collaborated with the Hayward Area Recreation & Park District (HARD), the largest recreation district in California, on projects ranging from system-wide planning to neighborhood park designs for over 280,000 residents. This partnership has led to the development of the HARD Parks and Recreation Master Plan, focusing on stakeholder engagement, gap analysis, and funding strategies. It facilitated the design of two new parks and several trail systems, enhancing connectivity and green spaces for the Hayward community.



CRISTINA BEJARANO

ASLA, AICP, LEED AP
SENIOR ASSOCIATE | PLANNER + URBAN DESIGNER

PROJECT ROLE: DEPUTY PROJECT MANAGER + CLIMATE RESILIENCE LEAD

Cristina is helping advance WRT's resilience and adaptation practice, supporting communities as they plan for an inclusive, environmentally-responsible future. She is a certified planner with 15 years of cumulative experience in landscape architecture, architecture, urban design, and environmental planning. Working closely with ecologists, engineers and community experts, Cristina helps projects achieve multiple benefits for both communities and the environment. Recent projects include the San Francisco Bay Trail Risk Assessment and Adaptation Prioritization Plan (the RAAPP), Bothin Marsh Preserve Adaptation planning and preliminary design, the East Palo Alto Parks Master Plan, and consulting for the MTC/ABAG Priority Conservation Areas Framework Refresh. Cristina is bilingual in English and Spanish.

PROJECT EXPERIENCE

Project Award +

MTC Priority Conservation Areas Refresh
San Francisco, CA

San Francisco Bay Trail Risk Assessment and Adaptation Prioritization Plan (RAAPP) +
San Francisco, CA

HARD On-Call Services: San Lorenzo Creekway, Foothill Trail Master Plan, and Ashland Common
Alameda County, CA

TAM Sea Level Rise Adaptation and Implementation Planning
Marin County, CA

Bothin Marsh Adaptation & Resiliency Project
Marin County, CA

Cleveland Harbor Eastern Embayment Resilience Study (CHEERS)
Cleveland, OH

Bay Area Resiliency Hot Spots
San Francisco, CA

East Palo Alto Parks Master Plan
East Palo Alto, CA

Point Molate Vision
Richmond, CA

Elm Avenue Area-Wide Brownfields Plan
Fresno, CA

Willits Rail Trail
Willits, CA

*Resilient South City, Resilient by Design Adaptation Planning + Design **
South San Francisco, CA

*Lehigh University Campus Master Plan **
Bethlehem, PA

*Four Mile Run Stream Restoration Design Guidelines **
Alexandria, VA

*** Work done prior to joining WRT.*

EDUCATION

University of California Berkeley, *Master of City Planning*
University of California Berkeley, *Master of Landscape Architecture & Environmental Planning*
Washington University in St. Louis, *Bachelor of Art in Architecture + Minor in Anthropology*

AFFILIATIONS + AWARDS

American Institute of Certified Planners

American Society of Landscape Architects, Associate

U.S. Green Building Council (USGBC) LEED Accredited Professional

San Lorenzo Creekway, Merit Award, Planning,
California Trails & Greenways Foundation, 2023

San Francisco Bay Trail Risk Assessment and Adaptation Prioritization Plan (RAAPP), Award of Excellence - Innovation in Green Community Planning, NoCal Section CA APA, 2022 // Merit Award - Planning, California Trails & Greenways Foundation, 2021

ENGAGEMENT

UC Berkeley, "Environmental Science for Sustainable Development," Lecturer, Fall 2023

Innovations in Adaptation: Lessons from the Adaptation Planning Grant Program," California Adaptation Forum Speaker, 2023

UC Berkeley, Landscape Architecture and Environmental Planning Reviewer, 2019

UC Berkeley, "Urban Design in a Time of Climate Change" Studio Lecturer, 2018

SPUR, Public Programming Committee, 2019

LANGUAGE PROFICIENCIES

English, Spanish



MATTHEW TAECKER

AIA, AICP
SENIOR ASSOCIATE | URBAN DESIGNER + ARCHITECT

PROJECT ROLE: PROJECT MANAGER

PROJECT EXPERIENCE

Project Award +

Santa Clara Downtown Precise Plan and Development Standards

ODDS, Community Plan Amendment & EIR
North Fair Oaks, CA

Tower District Specific Plan
Fresno, CA

Volcano Heights Town Center Plan
Albuquerque, NM

Tiburon General Plan Update and Downtown ODDS
Tiburon, CA

Mixed-Use Multifamily ODDS
Pacific Grove, CA

Lawrence Berkeley National Laboratory Master Plan
Berkeley, CA

Downtown Area Plan with Zoning & Historic Survey+*
Berkeley, CA

Historic District Design Guidelines
Ontario, CA

Mountain Avenue Specific Plan+*
Ontario, CA

Merced Villages Specific Plan+*
Merced, CA

Livable Transit Corridor Handbook
Transportation Research Board
Washington DC

Metro Streets Multimodal Design Manual
Portland, OR

** Projects in italics done prior to joining WRT.*

LICENSES

Licensed California Architect (C34493)

Matt is an architect and urban designer, who has been at the leading edge for transit-oriented development (TOD) and community revitalization for over thirty years. As Principal at Calthorpe Associates, Matt authored TOD design guidelines across the country and applied them in diverse settings for both public- and private-sector clients. He directed Berkeley's Downtown Area Plan, which won American Planning Association's national award for exemplary professional practices and set the stage for production of over 3,000 new dwelling units. An expert in land use/transportation integration, Matt also co-authored Transportation Research Board's "Livable Transit Corridors Handbook," including an extensive summary of TOD implementation strategies. Matt is a charter member of the Congress for New Urbanism, and chaired California Planning Roundtable's committee on overcoming obstacles to infill development. He has authored numerous corridor plans throughout California and nationally.

EDUCATION

University of California, Berkeley, *Master of Architecture*

University of California, Berkeley, *Master of City Planning*

University of Chicago, *Bachelor of Arts, Urban Studies*

AFFILIATIONS + AWARDS

California Planning Roundtable (Emeritus) California Architect, License C34493

American Institute of Certified Planners American Planning Association (APA) American Institute of Architects (AIA) Congress of the New Urbanism (CNU)

Berkeley Downtown Projects, APA National Award for Best Practices

Five Wounds – Brookwood Terrace SNI Plan, APA Northern California Chapter Award The Crossings Master Plan, Mountain View, APA Northern California Chapter Award Mountain Avenue Specific Plan, APA Inland Empire Chapter Award

Metro Streets, APA Oregon Award

Merced Villages Specific Plan, APA Central Chapter Award

Eisner Prize for Urban Design, University of California, Berkeley

ENGAGEMENT

American Institute of Architects, National Task Force on Equity & Sustainability California Planning Roundtable, Committee Chair, Overcoming Obstacles to Infill Development

University of California, Davis, Instructor, Urban Design & Sustainable Development

University of California, Davis, Conference Leader, Design Strategies for Infill Development

University of California, Berkeley, Instructor, Mixed-Use Architecture Form & Function)



ASHWIN NAMBIAR

URBAN DESIGNER

PROJECT ROLE: URBAN DESIGNER

PROJECT EXPERIENCE

Project Award +

College Area Community Plan Update
San Diego, CA

Santa Clara Downtown Precise Plan + Civic Center Relocation Study
Santa Clara, CA

Fresno Tower District Specific Plan
Fresno, CA

MTC Priority Conservation Area Refresh
Bay Area, CA

Fresno Parks Master Plan + Measure P Implementation
Fresno, CA

Albuquerque Volcano Heights Planning Study
Albuquerque, NM

East Palo Alto Parks Master Plan
East Palo Alto, CA

Fairfield Parks, Rec & Open Space Master Plan
Fairfield, CA

LBNL Campus Master Plan and LRDP
Berkeley, CA

Millbrae Specific Plan
Millbrae, CA

North Fair Oaks Planning Services
North Fair Oaks, CA

Re-Imagine North Watt Corridor Plan
Sacramento, CA

Rohnert Park PDA Complete Street
Rohnert Park, CA

SACOG Regional Mobility Hub
Sacramento, CA

San Carlos Downtown Specific Plan
San Carlos, CA

Santa Clara Station Area Specific Plan
Santa Clara, CA

Stockton Development Code Update + ODDS
Stockton, CA

Tiburon General Plan Update
Tiburon, CA

Ashwin Nambiar is a seasoned urban designer at WRT, where his expertise spans urban development, densification, and the enhancement of public spaces. With a unique blend of skills as an architect, urban designer, and planner, Ashwin excels in creating walkable neighborhoods and integrating multi-modal transit systems. His work focuses on transforming urban landscapes into dynamic, multi-purpose environments that cater to the evolving needs of urban populations. Having gathered eight years of diverse experience, Ashwin brings a unique perspective to his projects, drawing on global best practices and innovative design strategies. His interests lie particularly in developing alternate modes of transportation and versatile public spaces that serve multiple functions and foster community engagement. Through his career, Ashwin has demonstrated a commitment to reimagining urban spaces, making them more accessible, sustainable, and vibrant for future generations.

EDUCATION

Columbia University, *Master of Science in Architecture and Urban Design, City/Urban, Community and Regional Planning*

Ramaiah Institute of Technology, *Bachelor of Architecture*

ENGAGEMENT

Delegate, European Architecture Students Assembly (Aug-Sep 2018)



OLIVIA GRENZEBACH

PLANNER

PROJECT ROLE: PLANNER

PROJECT EXPERIENCE

Project Award +

Santa Clara Parks and Recreation Master Plan
Santa Calra, CA

Tiburon Parks Master Plan
Tiburon, CA

Fairfield Parks Master Plan
Fairfield, CA

Tower District Specific Plan
Fresno, CA

Uptown South Master Plan
Normal, IL

Rockford Region Rail Station Siting Analysis
Belvidere, IL

**Projects in italics completed prior to Olivia joining WRT*

Olivia, an urban planner at WRT, has carved a niche in the field of urban design, particularly focusing on parks master plans. With her academic foundation from the University of Oregon and a Master's in Urban Design from the University of Edinburgh, she brings a rich blend of knowledge and practical skills to her role. At the heart of her professional ethos is a passion for meaningful community engagement and co-creation, especially in public spaces, public transportation, and social infrastructure. Her work is deeply inspired by transforming urban areas for pedestrian use, a testament to her innovative approach in urban planning.

Her contributions to significant projects like the Uptown South Master Plan in Normal, IL, and the Rockford Region Rail Station Siting Analysis highlight her expertise in urban design strategies and infrastructure planning. Currently, she's involved in pivotal projects at WRT, including the Tiburon Parks Master Plan and Fairfield Parks Master Plan. Equipped with technical proficiencies in Adobe Creative Suite and GIS, Olivia brings experience from organizations like the National Charrette Institute and the Congress for the New Urbanism. Olivia's role at WRT is not just about planning spaces but creating vibrant, sustainable communities through collaborative and thoughtful urban design.

EDUCATION

University of Edinburgh, *Master of Science, Urban Design*
University of Oregon, *Bachelor of Arts*

AFFILIATIONS

National Charrette Institute
Congress for the New Urbanism
Active Transportation Alliance



OLIVIA YOUZI **XU**

LANDSCAPE ARCHITECT

PROJECT ROLE: LANDSCAPE ARCHITECT

PROJECT EXPERIENCE

+ Project Award

Bothin Marsh Adaptation Plan & Preliminary Design
Marin County, CA

MTC Priority Conservation Area Refresh
Bay Area, CA

San Joaquin River - Camp Pashayan WRAAP
Fresno, CA

Eaton Trail
Fresno, CA

Fresno Measure P Equity Mapping
Fresno, CA

Tiburon Parks Master Plan
Tiburon, CA

Yosemite Hospitality Project
Groveland, CA

LBNL Campus Master Plan Phase I
Berkeley, CA

Olivia (Youzi) Zu is a Landscape Architect in WRT's San Francisco office. After recently joining the firm in 2022, she brings to the WRT team a research-background that she applies to a wide range of design topics. She is particularly passionate about projects with a focus on urban resiliency and environmental sustainability. Before joining WRT, Olivia was a Research Assistant at the University of Pennsylvania conducting GIS-based research on the rapidly retreating New Jersey coastline and the impacts of sea-level rise on tidal marsh ecosystems. She has applied her deep understanding of these issues to current WRT projects including the Bothin Marsh Adaptation Plan and the MTC Priority Conservation Area Refresh. Olivia brings a full suite of technical skills and proficiencies, including Rhinoceros, AutoCAD, SketchUp, Adobe Suite, and ArcGIS, and is multi-lingual, speaking fluent English, Chinese, and Japanese.

EDUCATION

University of Pennsylvania, *Master of Landscape Architecture*

University of California Berkeley, *Bachelor of Arts, Landscape Architecture*

AFFILIATIONS + AWARDS

Honor Award in General Design, ASLA (Oct. 2021)

University of Pennsylvania, Prize Winner, LA+ Creature Design Competition (Sep. 2020)

University of Pennsylvania, ULI Hines Student Competiton Honorable Mention (Feb 2020)

University of California, Berkeley, Berkeley Circus Exhibition Nomination (Mar. 2019)

ENGAGEMENT

University of Pennsylvania, Research Assistant

VP, Global Brigades Inc.

BYRNE COMMUNICATIONS

KRISTEN BYRNE, IAP2

Principal, Byrne Communications Consulting



Kristen Byrne, Principal of Byrne Communications Consulting, specializes in developing strategies for community outreach, public involvement, government relations and communications. She has advised a wide range of companies, institutions and agencies on effective ways to engage community and government stakeholders to benefit their projects and initiatives. She has worked with some of San Diego's most notable organizations on high-profile projects, including SANDAG's Mid-Coast Trolley Project, San Diego Zoo's Park Boulevard Promenade project, Salk Institute Master Plan Update, and SDSU's Campus Master Plan Update.

Prior to founding Byrne Communications, she was a Senior Strategist and Vice President for MJE Marketing, a leading marketing and public affairs firm in San Diego.

EDUCATION

BA, Political Science; UC Santa Barbara

IAP2, Certification for Public Participation from the International Association for Public Participation

PROJECT EXPERIENCE

SANDAG: Airport Transit Connection: Central Mobility Hub
Ryan Kohut, Director of Strategic Projects
(619) 595-5339, ryan.kohut@sandag.org
Byrne Communications Consulting provides strategic communications consulting and public engagement services in support of SANDAG's Airport Transit Connection: Central Mobility Hub project. The Airport Transit Connection: Central Mobility Hub project will create a reliable, direct, and convenient transit link to San Diego International Airport and connect the region's many transportation options in one area. The firm was responsible for developing key messaging, creating informational materials, participating in media strategy, and planning and implementing stakeholder engagement opportunities. Byrne Communications led the public engagement effort during CEQA scoping for the project in April 2021, including developing messaging and materials to support outreach, and conducting a virtual Scoping Meeting to facilitate public comment.

SANDAG: Regional Mobility Hubs Implementation Strategy
Steve Schibuola, IBI Group, Consultant Project Manager
(619) 234-4110, sschibuola@ibigroup.com
As a subconsultant to IBI Group, Byrne led the public outreach effort to support the Regional Mobility Hubs Implementation Strategy, an effort to identify priority locations and prototype designs for mobility hubs in San Diego and Imperial Counties. She worked with the client to develop an online engagement tool to seek input on mobility hub criteria, amenities, and locations; coordinated and facilitated a workshop of key agency stakeholders (Imperial County); coordinated a series of "pop-up" outreach events (Imperial County); and conducted a series of interviews to seek input about mobility hub design elements from transportation service providers. The strategy resulted in the identification of three locations in Imperial County and eight locations in San Diego County for which prototype designs will be created.

MTS: America Plaza/Santa Fe Depot Pedestrian Enhancement Project
Peter Casellini, Associate Transportation Planner
(619) 446-4951, peter.casellini@sdmts.com
As a subconsultant to Mott MacDonald, Byrne led the public outreach and communications effort for the America Plaza/Santa Fe Depot Pedestrian Enhancement Project. The objective of this project is to develop a plan to improve pedestrian connections between these two transit stations to create a more functional and inviting transportation hub. Byrne developed the public outreach plan, identified key stakeholders to involve in the process, and developed project messages. She coordinated a series of public workshops to gain input from property owners, employees, commuters, and residents, as well as stakeholder meetings that focused on issues specific to stakeholders in the immediate vicinity. She also developed content for the project website and provided input on public materials. The project will result in a recommended plan to move forward to construction.

PENDOLEY STRATEGIES + COMMUNICATIONS

andy@pendoleysc.com | 619-318-7699

LEADERSHIP



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. His professional affiliations and memberships include the following:

- International Association for Public Participation
- Social Venture Partners San Diego
- Lambda Alpha International
- American Planning Association

Andy earned a M.A. in Communication from San Diego State University and a B.A. in Sociology—Organizational Studies from the University of California, Davis.



Diego Velasco, AICP
Principal and Founder of Citythinkers
Mobile: 619-602-1699
Email: diego@citythinkers.com
citythinkers.com

Diego is a native San Diegan who has been practicing design and planning in the San Diego region for more than 25 years. Over this timespan, 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. Diego is also a practicing architectural designer, a Certified Planner, an undergraduate instructor at UC San Diego, and the Section Director of the American Planning Association San Diego Section.

Education & Certifications:

Master of Urban Planning, University of Washington

Bachelor of Arts in Architecture, University of California, Berkeley

American Institute of Certified Planners (AICP), Certified Planner #024675

Other involvement:

→ American Planning Association, Acting San Diego Section Director
→ Lecturer I, University of California, San Diego, Urban Studies and Planning Department (since 2019)
→ American Institute of Certified Planners, Certified Planner
→ Urban Land Institute, Member and Young Leaders Partnership Forum Mentor since 2017, Management Committee Chair of Technical Assistance Panel Program
→ Lambda Alpha International, Member



Gaelle S. Brasseur
Urban Designer, Citythinkers
Email: gaelle@citythinkers.com
citythinkers.com

Gaelle 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.

Education & Certifications:

Master's Degree in Architecture, Lyon National School of Architecture, Lyon France

Specialty: Sustainable Development and High Environmental Quality Certification (HQE)

Master's Degree in Civil Engineering and Urban Planning, National Institute for Applied Sciences, Lyon France



Tyler Jones
Urban Designer, Citythinkers
Email: tyler@citythinkers.com
citythinkers.com

Tyler has been with Citythinkers for three years. In his role as urban designer, Tyler supports the team with site analysis, design concepts, 2D and 3D illustrations and diagrams, and plan development. He orchestrates, facilitates, and runs community outreach programs for multiple projects and includes a range of methods, from pop-ups to interactive workshops, ESRI Story Maps, surveys, and other online engagement tools. Tyler is well-versed in a range of software programs, including 3D modeling and rendering programs. Most recently, he has developed the illustrations and outreach for the San Diego Coastal Resilience Master Plan, a project which resonates with the topic of his college thesis: the impacts of sea level rise on architecture and design.

Education & Certifications:

Bachelor of Architecture, NewSchool of Architecture and Design, San Diego

FIRM REPRESENTATIVES /



Christina Dikas

Principal in Charge

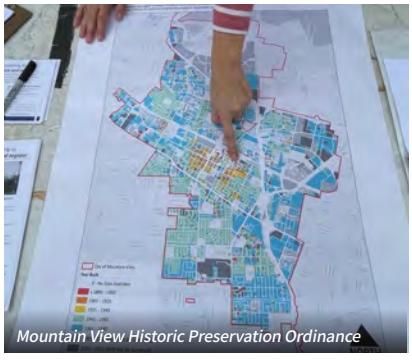
Christina is an Architectural Historian and Director of Page & Turnbull's Cultural Resources Planning Studio. With her extensive expertise in surveying, researching, and evaluating historic properties, Christina stands out for her exceptional communication skills and keen sensitivity to clients' needs, prioritizing flexibility and open dialogue. In her work, she values the sense of place, historical perspective, and sustainability inherent in cultural resource management and historic preservation. She has led numerous Historic Resource Evaluations (HREs), Surveys, Section 106 Technical Reports, and historic resources chapters of General Plans, Specific Plans, Design Guidelines, and other planning documents. Christina meets the Secretary of the Interior's Professional Qualification Standards for Architectural History.



City of Monterey



Mill Valley Historic Context Statement



Mountain View Historic Preservation Ordinance

RELEVANT PROJECT EXPERIENCE

- **UCLA.** Historic Preservation On-Call Services.
  - **UCLA UNEX Building.** Historic Resource Evaluation.
  - **UCLASunset Canyon Rec Center.** Historic Resource Evaluation.
  - **UCLA Olympia Medical Center.** Historic Resource Evaluation.
- **City of Palo Alto.** Historic Preservation On-Call Services.
- **City of San Jose.** Historic Preservation On-Call Services.
- **City of Gilroy.** Historic Preservation On-Call Services.
- **City of Monterey.** Historic Preservation On-Call Services.
- **City of Mountain View.** Historic Preservation Ordinance and Register Update.
- **City of San Luis Obispo.** Design Review & Historic Preservation Training Workshops.
- **City of San Luis Obispo.** Preliminary Assessment for Historic Resource Inventory.
- **City of Sacramento.** LGBTQ+ Historic Context Statement and Survey.
- **Downtown Napa.** Intensive level survey and Context Statement.
- **10 South Van Ness.** San Francisco. Historic Resource Evaluation.
- **Fremont Neighborhood.** Santa Rosa. Historic Resource Survey.
- **10 Southwood Ave.** Palo Alto. Historic Resources Evaluation.
- **Sequoia Theater**. Mill Valley. Historic Resources Evaluation.
- **100 Alameda de las Pulgas.** Belmont. Historic Resources Evaluation.
- **16 Waverly Street.** Palo Alto. Historic Resources Evaluation.

EDUCATION

University of Virginia, Master of Architectural History, Certificate in Historic Preservation

University of California, Los Angeles, Bachelor of Arts in Sociology, Minor in Museum Studies

AFFILIATIONS

Trustee, California Preservation Foundation

Member, SF Heritage

Member, Association for Environmental Professional (AEP)

FIRM REPRESENTATIVES /



Flora Chou

Associate Principal | Project Manager

As a Cultural Resources Planner, Flora has extensive experience in researching and evaluating sites for their historic eligibility, applying the Secretary of the Interior's Standards for the Treatment of Historic Properties (SOI Standards) to project reviews; and complying with CEQA, NEPA, and other regulatory requirements for historic resources. Her expertise with historic sites ranges from mid-19th century adobe structures to mid-20th century modern buildings. She works to integrate historic preservation with urban planning, sustainable design, and community development while incorporating diverse cultural resources more fully into the field. Prior to joining Page & Turnbull, Flora was a Preservation Advocate for the Los Angeles Conservancy. She has served on the national board of Docomomo US, a nonprofit organization dedicated to the documentation and conservation of buildings, sites and neighborhoods of the Modern Movement, since 2013. Flora meets the Secretary of the Interior's Professional Qualification Standards (SF 36 CFR Part 61) for Architectural History.



UCLA Nimoy Theater


San Diego Bungalor Court Historic Context Statement


UCLA Botany Building

RELEVANT PROJECT EXPERIENCE

- **City of San Diego.** On-Call Planning Services.
  - **San Diego College Area.** Historic Context Statement.
  - **San Diego Bungalow Courts.** Historic Context Statement.
  - **San Diego Mid-City.** Communities Plan and Historic Context Statement.
- **UCLA** Historic Preservation On-Call Services.
  - **UCLA Pritzker Hall.** Los Angeles. Historic Resources Evaluation.
  - **UCLA Botany Building**. Los Angeles. Historic Resources Evaluation.
  - **UCLA Faculty Center.** Los Angeles. Historic Resources Evaluation.
- **250 S Mills Road.** Ventura. SOI's Standards Proposed Project Analysis.
- **City of Santa Monica.** Historic Preservation On-Call Services.
- **County of Orange.** Historic Architecture On-Call Services.
- **City of Long Beach.** Historic Preservation On-Call Services.
  - **Long Beach Cultural Heritage Commission Training Workshops**.
- **815 N. Roxbury Drive.** Beverly Hills. Historic Resource Evaluation.
- **425-429 N. Palm Drive.** Beverly Hills. Historic Resource Evaluation.
- **11000 Wilshire Blvd.** Los Angeles. Historic Resource Evaluation.
- **Westfield Topanga Sears.** Los Angeles. Historic Resource Evaluation and Historic Resource Technical Report (HRTR).

EDUCATION

Columbia University,
Master of Science in Historic Preservation

Claremont McKenna College,
Bachelor of Arts in International Relations and History

AFFILIATIONS

Docomomo US, Board Member

Los Angeles Conservancy, Board Member

Docomomo Southern California

FIRM REPRESENTATIVES /



Hannah Simonson

Cultural Resources Planner

Hannah, an Architectural Historian/Cultural Resources Planner and project manager, has experience working on historic resource evaluations, project impact analysis, historic resource surveys, historic context statements, HABS documentation projects, and illustrated design guidelines. Hannah also has experience assessing and inventorying public art, conducting material conditions assessment fieldwork, and using ArcGIS to conduct small- and large-scale historic resource surveys.

Based in P&T's Los Angeles office, Hannah's personal research interests are in modernist architecture and landscapes and recent past resources. Active in Docomomo and the California Preservation Foundation, she brings an enthusiasm for preservation and a rigorous research ethic to projects of all types. Hannah meets the Secretary of the Interior's Professional Qualification Standards (SF 36 CFR Part 61) for Architectural History.



City of Santa Monica On-Call



Pacific Grove Historic Context Statement



San Diego Bungalor Court Historic Context Statement

RELEVANT PROJECT EXPERIENCE

- **City of San Diego.** On-Call Planning Services.
  - **San Diego College Area.** Historic Context Statement.
  - **San Diego Bungalow Courts.** Historic Context Statement.
  - **San Diego Mid-City.** Communities Plan and Historic Context Statement.
- **Whittier Historic District.** Historic Context Statement and Survey.
- **Martha Gardens.** San Jose. Specific Plan Update & Historic Resource Survey.
- **City of Mill Valley.** Historic Context Statement.
- **City of Pacific Grove.** Historic Context Statement.
- **City of Santa Monica.** Historic Preservation On-Call Services.
- **City of San Francisco.** Historic Preservation On-Call Services.
  - **San Francisco Modern Historic Context Statement.**
- **City of Long Beach.** Historic Preservation On-Call Services.
  - **Long Beach Cultural Heritage Commission Training Workshops.**
- **UCLA.** Historic Preservation On-Call Consultation.
  - **UCLA IPAM/Portola Plaza Building.** Historic Resource Evaluation.
  - **UCLA Public Affairs Building.** Historic Resource Evaluation.
  - **UCLA School of Law.** Historic Resource Evaluation.

EDUCATION

The University of Texas at Austin,
Master of Science in Historic Preservation

Reed College,
Bachelor of Arts in Religion

AFFILIATIONS

Docomomo US/NOCA (President)

Glen Park Neighborhoods History Project (Advisory Committee)

Association for Preservation Technology

Society of Architectural Historians

Andrew Prescott, AICP

Senior Transportation Planner



Andrew specializes in multimodal transportation planning and safety analysis. He manages mobility projects including multimodal corridor plans, safety studies, active transportation plans, circulation/mobility elements, traffic studies, and health-related research. Andrew's expertise includes long-range multimodal planning, street design, collision analysis, countermeasure identification and project prioritization, community engagement, and project management. Andrew's communication skills and consensus-building techniques allow him to collaborate with community members and agency staff on a wide range of transportation topics. He provides valuable contributions to all project phases and can usher a diverse set of projects to successful completion.

EXPERIENCE
11 years

EDUCATION
MA, City Planning, San Diego State University

BA, International Security and Conflict Resolution

ACCREDITATION
American Institute of Certified Planners (AICP), #31154

AFFILIATIONS
American Planning Association (APA), San Diego Chapter, Member

RELEVANT EXPERIENCE

Mission Valley Community Plan Update – Mobility Element & TIS, San Diego, CA: *Transportation Planner* – CRA prepared the Mobility Element, Mobility Technical Report, and Traffic Impact Study in support of the Mission Valley Community Plan Update. The planned mobility system consists of pedestrian and bicycle facilities, transit routes and stops (bus and light-rail), and roadways, parking needs & utilizations, as well as innovate mobility features such as a potential aerial tramway and demand-responsive community circulators. An SB 743 compliant traffic analysis was performed as part of the Mobility Technical Report, documenting mode share per capita for the various alternatives.

Morena Corridor Specific Plan, San Diego, CA: *Mobility Project Manager* – This project served to help transform the auto-oriented Morena Boulevard corridor into a pedestrian-friendly village, supported by mixed-use development and a balanced transportation network. CR Associates assisted with identifying mobility recommendations that leveraged planned Mid-Coast Trolley stations at Tecolote Road and Clairemont Drive, as well as the existing Morena/Linda Vista Green Line Trolley station. A key recommended transportation component is a two-way cycle track along the west side of Morena Boulevard, which takes advantage of the existing rail corridor alignment to limit bicycle-vehicle conflicts and provides direct station access. Trolley station access will be further supported by a series of intersection curb bulb-outs, high visibility crosswalks, lead pedestrian and bicycle intervals at signalized crossings, and additional bicycle facilities.

North Harbor Drive Mobility and Access Study, San Diego, CA: *Transportation Planner* – CRA assisted the Port of San Diego to deliver a multimodal assessment of the transportation facilities, operations, and access points along North Harbor Drive. The study focused on the growth projected from surrounding destinations and communities, including the San Diego International Airport, San Diego Convention Center, Downtown San Diego, Harbor Island, and Shelter Island. Extensive coordination informed the development of a unified vision that is supported by project stakeholders. Recommendations consist of an automated Trolley to Airport people mover, and a variety of signal improvements, pedestrian crossing enhancements, and bicycle facility improvements.

Phuong Nguyen, PE

Senior Traffic Engineer



EXPERIENCE
17 years

EDUCATION
BS, Civil Engineering, San Diego State University

ACCREDITATION
Professional Engineer (Traffic), California #TR2660

AFFILIATIONS
Institute of Transportation Engineers (ITE) - Past President (2023), President (2022); San Diego ITE Mobility Task Force; San Diego ITE Modeling Subcommittee

Phuong is a Senior Transportation Engineer responsible for project efforts ranging from traffic operations, microsimulation, parking plans, VMT/ GHG reduction quantification, to Intersection Control Evaluations (ICE) analysis and conceptual engineering. Phuong is a leader in his profession in the application of Big Data to quantify pandemic/post-pandemic travel behavior and has expertise in TransCAD (4-Step Model), SANDAG's Activity Based Model, SimTraffic and Vissim microsimulation, Synchro traffic analysis, parking analysis, and transportation equity research. His commitment to excellence and equity in transportation planning and engineering empowers him to assess projects from varied perspectives, ensuring the delivery of optimal solutions .and has significantly contributed to advancements in traffic analysis. His deep knowledge and passion make him an invaluable asset in the field, capable of bringing innovative and equitable solutions to the forefront of traffic engineering.

RELEVANT EXPERIENCE

College Area Community Plan Update, San Diego, CA: *Project Manager* – CRA is leading the Mobility Element planning and traffic engineering components of the College Area Community Plan Update. Alternatives are currently being evaluated that would increase connectivity and provide quality environments for pedestrians and bicyclists. Enhanced connections to major mobility centers and the community's celebrated El Cajon Boulevard business corridor are emphasized. Innovative concepts, such as Sustainable Mobility for Adaptable and Reliable Transportation (SMART) Corridors, are being considered to help address congestion and encourage more sustainable travel choices.

Mission Valley Community Plan Update – Mobility Element & TIS, San Diego, CA: *Traffic Engineer* – CRA prepared the Mobility Element, Mobility Technical Report, and Traffic Impact Study in support of the Mission Valley Community Plan Update. The planned mobility system consists of pedestrian and bicycle facilities, transit routes and stops (bus and light-rail), and roadways, parking needs & utilizations, as well as innovate mobility features such as a potential aerial tramway and demand-responsive community circulators. An SB 743 compliant traffic analysis was performed as part of the Mobility Technical Report, documenting mode share per capita for the various alternatives.

Uptown Community Parking District – Hillcrest Parking Management Plan, San Diego, CA: *Project Manager* – CRA assisted the Uptown Community Parking District (UCPD) in developing a parking management plan for the Hillcrest neighborhood. As a part of this effort, Phuong established the process for inventorying parking supply, occupancy (including a review of meter utilization data from the IPS database), and parking turnover. Resulting recommendations have been implemented by the City of San Diego including the installation of additional parking meters along University Avenue, expanded meter enforcement hours, and further utilization of smart meter technology.

Rawad Choubassi

Transport Planning and Mobility Engineering

Systematica



Profession
Transport/Urban Planner

Qualifications
Master of Science in Urban Planning and Policy Design - Politecnico di Milano – Architecture – Milan, Italy (2008)

Master of Science in Innovation Management - Alta Scuola Politecnica [ASP] – Milan / Turin, Italy (2007)

Bachelor's Degree in Architecture - American University of Beirut – Lebanon (2002)

Years of professional experience
>20

Professional Associations
Order of Architects of Milan, n. 20840 (since 23/09/2019)

Order of Engineers and Architects of Beirut (Lebanon), n.26649 (since 20/03/2003)

Member of the Institute of Transportation Engineers (ITE), n.1051392 (since 2014)

Short profile

Rawad Choubassi has been working for more than 20 years as a Transport and Urban Planner and has joined Systematica in 2008 where he currently acts as the Managing/Technical Director and Board member. Rawad leads a number of planning and research projects on mobility on every scale, national, urban and complex building scales, with a focus on the role of mobility networks and systems in ensuring resilient solutions and high-quality urban realm.

He has gained previous experience, prior to joining Systematica, through intensive work on large-scale projects during his work with Arata Isozaki (Tokyo), Kliment-Halsband Architects (New York) and others.

Rawad Choubassi earned his Master degree in Urban Planning and Public Policy Design at the Politecnico di Milano in 2008 and previously graduated in Architecture at the American University of Beirut in 2002.

Rawad currently leads a team of multi-disciplinary consultants, working on consultancy and research projects, aimed at expanding the limits of mobility engineering and researching bespoke methods and approaches. His work is a daily endeavor to understand changing mobility needs and travel behaviors through observation and data analysis, in order to challenge current norms, standards regulations and planning cultures.

Languages
English, Italian and Arabic (excellent, both spoken and written)
French (good, both spoken and written)

Professional Experience

2008-today
Systematica Srl (Milan, Italy) – Partner, Technical Director, Member of the BoD (since 2012)

2007-2008
Arata Isozaki Associates (Milan, Italy) – Architect, Master Planning Consultant

2003-2005
Facilities, Planning and Design Unit, American University of Beirut (Beirut, Lebanon) – Architect, Urban Planning Consultant

2000-2001
R.M. Kliment & Halsband Architectural Studio (New York, USA) – Architect

Simone Grasso

Transport Planning and Mobility Engineering

Systematica



Profession
Architect, Urban Designer, GIS analyst

Qualifications
2nd level Specializing Master's Programme in City & Technology - IAAC, Barcelona, Spain (2021)

Master's Degree in Architecture and Building Engineering - University of Catania, Catania, Italy (2018)

Years of professional experience
~5

Professional Associations
Order of Engineers of Catania, n.A8077 (since 09/11/2021)

Short profile

Simone Grasso joined Systematica in 2021 after gaining a Master's Degree in City & Technology at the Institute for Advanced Architecture of Catalonia, Spain.

He is an urban planning consultant, acting mainly as Computational Urban Designer and GIS analyst, dealing with urban analysis and visualizations, mainly related to spatial analysis, mobility strategies and project performances.

He has been involved and is currently contributing to a number of international projects in Europe, Asia and Middle East, working at different scales, from territorial studies, to masterplans and complex buildings mobility strategies.

He's proficient with a wide array of specialistic software, such as Rhino and Grasshopper3D, Vray, Lumion, QGis, Adobe suite and AutoCad.

Languages
Italian (native)
English: excellent, both spoken and written
Spanish: good, both spoken and written

Professional Experience

2021 – present
Systematica Srl (Milan, Italy) – Consultant

2018 - present
OpenSourceLab_language Architecture Planning (Catania, Italy) - Coordinator

2018-2020
Studio Dell'Osso (Milan, Italy) - Urban Designer

2016
Orproject (London, UK) - Intern Architect

Federico Messa

Transport Planning and Mobility Engineering

Systematica



Profession
Architect, Transport Planner

Qualifications
Master of Science in Architecture - Politecnico di Milano - Milan, Italy (2020)

Bachelor in Architecture - Politecnico di Milano - Milan, Italy (2017)

Years of professional experience
~6

Professional Associations
Order of Architects of Lecce, n.2117 (since 2021)
Council member of Association for European Transport (since 2023)

Short profile

Federico Messa joined Systematica in 2016 with an Architecture background acquired at Politecnico di Milano. He has since been active as a transport consultant on a diverse set of projects, ranging from territorial studies, to masterplans and complex buildings mobility strategies.

Federico Messa is also involved in architecture and mobility research studies, mainly related to urban dynamics, mobility data analysis and visualization, project performance analysis and spatial analysis. He has an excellent knowledge of technical drawing software (AutoCAD), cartographic software (QGIS and ARCGIS), and a good knowledge of 3D modelling software (SketchUp and Cinema4D) and rendering software (VRAY).

Languages
Italian (native)
English: excellent, both spoken and written
French: elementary, both spoken and written

Professional Experience

2016 – present
Systematica Srl (Milan, Italy) – Senior Transport Consultant

Alessandro Vacca

Transport Planning and Mobility Engineering

Systematica



Profession
Engineer, Transport Planner

Qualifications
PhD in Transport Engineering – University of Cagliari - Cagliari, Italy (2015)

PhD Visiting - Technical University of Denmark - Copenhagen, Denmark (2013-2014)

Master of Science in Civil Engineering – Transportation – University of Cagliari - Cagliari, Italy (2009)

Bachelor's Degree in Civil Engineering - University of Cagliari - Cagliari, Italy (2007)

Years of professional experience
~16

Professional Associations
Order of Engineers of Cagliari, n.7233 (since 01/02/2010)

Short profile

Alessandro Vacca is a transport engineer that has been working with Systematica since 2010. He is Senior Consultant and Project Manager and has broad knowledge of transportation planning and policy assessment and appraisal, stemming from an involvement in a wide variety of transport and mobility-related projects. In 2015 Alessandro Vacca earned his PhD in Transport Engineering, focusing in route choice behaviour and modelling through the use of Big Data.

Alessandro Vacca has led and contributed to a diverse range of projects, encompassing strategic urban and regional transport master planning, transport policy development, and sustainable strategies. His responsibilities also include transport assessments, traffic impact studies, regeneration schemes, and mobility demand forecasting. He has successfully managed projects related to public transport planning, feasibility studies, and the design of both innovative and traditional transit systems. He possesses expertise in transport modeling, ranging from static macro-simulation models to dynamic behavioral micro-simulation tools, and has conducted economic appraisals using various methodologies. His proficiency extends to non-motorized transport modes, road design, and the design of cycling and pedestrian facilities, demonstrating versatility and commitment to holistic transportation solutions.

Languages
Italian (native)
English: excellent, both spoken and written

Professional Experience

2010-today
Systematica Srl (Milan, Italy) – Senior Consultant, Project Manager

2009-2010
CRiMM, University of Cagliari (Cagliari, Italy) – Consultant

Andrea Guzman

Transport Planning and Mobility Engineering

Systematica



Short profile

Andrea Guzman is a transport engineer that has been working with Systematica since 2019. She began her trajectory in the company as an intern and then continued working and developing her experience as transport planner. During this time, she has been involved in a variety of projects, including transport modelling, urban mobility planning and transportation infrastructure feasibility.

In 2020 she obtained a Master of Science in Civil Engineering at the Politecnico di Milano, focused on Transportation and Infrastructures. Due to her interest in the analysis of emerging technologies she developed her master thesis project titled "Impact assessment of autonomous vehicles of an urban road network. Case of study: historical centre of Varese".

Languages
Spanish (native)
English and Italian: excellent, both spoken and written
Portuguese: elementary, both spoken and written

Profession
Engineer, Transport Consultant

Qualifications
Master of Science in Civil Engineering - Politecnico di Milano - Milan, Italy (2020)

Bachelor Degree in Civil Engineering - Universidad del Norte - Barranquilla, Colombia (2018)

Professional Experience

2019-today
Systematica Srl (Milan, Italy) – Consultant

2015-2017
Universidad del Norte (Barranquilla, Colombia) – Academic tutor of Geology and Soils Mechanics

london moeder
advisors



Gary H. London
Senior Principal

EDUCATION

Master of City Planning | San Diego State University 1976
Bachelor of Arts –University of California-Berkley 1974

PROFESSIONAL AND BUSINESS HISTORY

London Moeder Advisors | 2017 - Present
The London Group | 1991 to 2017
Price Waterhouse, Real Estate Consulting Group: West Region Director | 1988 to 1991
Laventhol & Horwath: Director of Real Estate Advisory Services | 1985 to 1987
The Goodkin Group: Executive Vice President | 1978 to 1985
San Diego Chamber of Commerce: Urban Planner | 1976 to 1977
City of San Diego: City Planner | 1975 to 1976

BIOGRAPHY

Gary London is a leading national real estate advisor, highly regarded for his six decades of service to major developers, investors, and asset managers. He founded London Moeder Advisors in 1991, where he serves as Senior Principal. The firm specializes in strategic advisory, development management, and economic analysis for diverse clients including public agencies.

Renowned as an expert witness in real estate litigation, Mr. London addresses issues from financial feasibility to valuation. He teaches at the University of San Diego and has held positions at Arizona State University and the University of California, San Diego Extension. His earlier roles include West Region Director of Real Estate Consulting at Price Waterhouse and Executive Director at The Goodkin Group. He holds a Bachelor's degree from U.C. Berkeley and a Master's from San Diego State University.

An accomplished speaker and Distinguished Toastmaster, London is frequently quoted in the media, has written for the San Diego Business Journal, and participates in the San Diego Union Tribune's "EconoMeter." His insights have been featured on CBS Evening News and in Congressional testimony. His accolades include being named in the San Diego Business Journal's "Who's Who In San Diego" in 1995, "Member Of The Year" in 1996 by the San Diego Land Economics Society, and one of San Diego's top 100 Most Influential persons in 2016 by the San Diego Daily Transcript.

PROFESSIONAL AND BUSINESS AFFILIATIONS (Short List)

- Professor of Real Estate Development, Master of Real Estate Development Program, Arizona State University
- Adjunct Professor, Burnham-Moores Center for Real Estate, University of San Diego
- Past President (2001-2002), and elected member of the San Diego Chapter of Lambda Alpha International.
- Distinguished Toastmaster (DTM), Toastmasters International/Founder of La Jolla Village Toastmasters
- Full Member, Urban Land Institute (ULI) and member of the Urban Development Mixed Use Council.
- Member, School of Urban Planning & Public Administration Advisory Board, SDSU

619.269.4010
glondon@londonmoeder.com
San Diego | 825 10th Avenue, San Diego, CA 92101
North County | 5946 Priestly Dr., Suite 201, Carlsbad, CA 92008

london moeder
advisors



Nathan Moeder
Principal

EDUCATION

Master of Science in Real Estate | University of San Diego 2006
Bachelor of Arts – Economics Major, Mathematics Minor, Business Minor | University of San Diego 1998

PROFESSIONAL AND BUSINESS HISTORY

London Moeder Advisors | 2017 - Present
The London Group | 1998 to 2017

BIOGRAPHY

Nathan Moeder, widely considered one of the west coast's foremost authority on the financial feasibility of real estate projects, serves as a Partner at London Moeder Advisors. He provides strategic consulting across multiple real estate sectors, including residential, office, industrial, hotel, retail, and mixed-use projects. Moeder's clients range from developers and investors to corporations and public agencies throughout North America. He specializes in financial feasibility, market analysis, and structuring financial components of real estate projects.

Moeder is also an expert in real estate finance, investment, and valuation, working with both major institutional firms and small investment groups. Additionally, he provides business valuation services and has testified on financial due diligence and fiduciary duties.

An experienced educator, Moeder has taught courses related to Finance and Investments, Proforma Analysis, and Development Feasibility since 2000, and currently lectures at UC San Diego. He is recognized as an effective expert witness in financial and market analysis litigation. He has served on the Urban Land Institute board, founding its Young Leaders program, and is a member of Lambda Alpha International.

An Advanced Toastmaster, Moeder frequently speaks on global economic trends and real estate issues. He has appeared in major publications and on television, discussing economic and real estate trends. Moeder holds a B.A. in Economics from the University of San Diego and an M.S. in Real Estate from the same institution.

PROFESSIONAL AND BUSINESS AFFILIATIONS

- Urban Land Institute San Diego / Tijuana Member: Young Leaders Founder
- Member of Lambda Alpha International: The Honorary Society for the Advancement of Land Economics
- University of San Diego Commercial Real Estate Committee Member
- ULI Panel Advisory Services Honorary Associate
- Past Instructor, University of San Diego (USD) MBA program, Real Estate Finance
- Certified Toastmaster (CTM), Toastmasters International

619.269.4012
nathan@londonmoeder.com
San Diego | 825 10th Avenue, San Diego, CA 92101
North County | 5946 Priestly Dr, Ste 201, Carlsbad, CA 92008

KEYSER MARSTON ASSOCIATES



Paul C. Marra
Managing Principal

Paul Marra is Managing Principal of KMA's San Diego office. Paul has over 30 years of experience in real estate market and financial evaluation, fiscal and economic impact assessments, and public/private partnerships.

KEY ROLES

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.

SPECIFIC AREAS OF EXPERTISE

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. Relevant experience includes analyzing the financial feasibility of increasing the inclusionary housing requirement within University Community Plan Area for the City of San Diego

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.

PROFESSIONAL MEMBERSHIPS

- Lambda Alpha International
- Urban Land Institute
- American Planning Association
- San Diego Housing Federation
- Citizens Coordinate for Century 3
- Circulate San Diego

EDUCATION / CREDENTIALS

- Johns Hopkins University – Bachelor of Arts degree in Sociology (graduated Phi Beta Kappa)

KEYSER MARSTON ASSOCIATES



Reena M. Arvizu

Senior Associate

Reena Arvizu is a Senior Associate in the San Diego office of KMA, with over 20 years of industry experience.

KEY ROLES

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.

SPECIFIC AREAS OF EXPERTISE

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.

PROFESSIONAL MEMBERSHIPS

- San Diego Housing Federation
- Citizens Coordinate for Century 3
- Circulate San Diego
- American Planning Association

EDUCATION / CREDENTIALS

- University of San Diego – Certificate in Real Estate Finance, Investments, and Development

KEYSER MARSTON ASSOCIATES



Michael D. Tactay
Manager

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.

KEY ROLES

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.

SPECIFIC AREAS OF EXPERTISE

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 fiscal and economic impacts of proposed community plan land use alternatives.

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 evaluating potential for mixed-use development opportunities in specific plans such as Casa de Oro/Campo Road Revitalization Plan for the County of San Diego and the Transit District Specific Plan for the City of El Cajon.
- 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.

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.

PROFESSIONAL MEMBERSHIPS

- American Planning Association
- Urban Land Institute
- Circulate San Diego
- San Diego Housing Federation
- Citizens Coordinate for Century 3

EDUCATION / CREDENTIALS

- University of California, Irvine – B.A., Economics and Political Science
- University of San Diego – Certificate in Real Estate Finance, Investments and Development

DIRECTOR OF ENGINEERING

LARRY THORNBURGH
PE, PLS



Larry oversees the design of municipal projects including parks and recreational facilities as well as urban and rural road improvements, stormwater, sanitary sewer, and water main extensions. Larry has more than 30 years of experience as a Civil Engineer in the City of San Diego and has coordinated all aspects of projects with local government agencies from initial conceptual design through final design and construction

As the Director of Engineering, Larry will oversee all aspects of the project and review and make recommendations when necessary.

EDUCATION
B.S. Structural Engineering, 1989, University of California, San Diego

PROFESSIONAL REGISTRATIONS
Civil Engineer, 49795, California, 1992
Professional Land Surveyor, 7298, California, 1996

PROFESSIONAL ORGANIZATIONS
ACEC of California
American Public Works Association (APWA)
American Society of Civil Engineers (ASCE)
Society of American Military Engineers (SAME)

Olive St. Park, CA
Director of Engineering for a new .6 acre park in the Banker's Hill neighborhood. The park will feature fitness equipment and a playground, green space and ADA-compliant pathways and a large observation deck overlooking the canyon.

Harbor Park, Chula Vista, CA
Director of Engineering for the schematic design of a 21-acre park which includes large lawns, fountains, play areas, event areas, promenades, and a new beach for Chula Vista.

Sweetwater Park, Chula Vista, CA
Director of Engineering responsible for site improvements, grading, drainage, utilities, and storm water treatment for a passive park focusing on the environment and natural resources of the northern portion of the Chula Vista Bayfront.

Sweetwater Bike Path & Promenade, Chula Vista, CA
Project Manager responsible for providing civil engineering and surveying services including grading improvements plans to establish horizontal and vertical control of the proposed multi-use pathway, drainage design with hydrology and stormwater technical reports, and erosion and sediment control plans.

Pepper Park Improvements, National City, CA
Civil Engineering Project Manager responsible for the schematic deign and Early Action Improvements Construction Documents for the Pepper Park Expansion in National City.

North Park Mini Park, San Diego, CA
Civil Engineering Project Manager for the completion of the new urban plaza mini park in the North Park neighborhood of San Diego. The 0.75-acre park site converts an existing surface parking lot into a new lively and vibrant mini park.

PROJECT MANAGER

JARETT LINN
PE



Jarrett is a registered Civil Engineer with more than 17 years of experience in the engineering and construction field. As Project Manager, he has provided a variety of design services in parks and recreation, transportation, utility infrastructure, and site development for both public agencies and private developers. Jarrett's technical experience includes roadway planning and design, site development planning and design, storm water systems design with low impact development including green street design, hydraulic modeling, and design, and hydromodification design. Jarrett is currently the lead Civil Engineer on the Sweetwater and Harbor Park projects both located in Chula Vista.

Harbor Park, Chula Vista, CA
Civil Engineering Project Manager for the schematic design of a 21-acre park which includes large lawns, fountains, play areas, event areas, promenades, and a new beach for Chula Vista.

Sweetwater Park, Chula Vista, CA
Civil Engineering Project Manager responsible for site improvements, grading, drainage, utilities, and storm water treatment for a passive park focusing on the environment and natural resources of the northern portion of the Chula Vista Bayfront.

Mickey Cafagna Community Center, Poway, CA
Project Manager for a shared-use, multigenerational facility, and the home base of Poway's recreation programs at Poway Community Park. The new community center includes two meeting rooms, six classrooms, a kitchen and office space for city staff.

Sweetwater Bike Path & Promenade, Chula Vista, CA
Project Manager responsible for providing civil engineering and surveying services including grading improvements plans to establish horizontal and vertical control of the multi-use pathway

Pepper Park Improvements, National City, CA
Civil Engineering Project Manager responsible for the schematic deign and Early Action Improvements Construction Documents for the Pepper Park Expansion in National City.

North Park Mini Park, San Diego, CA
Civil Engineering Project Manager for the completion of the new urban plaza mini park in the North Park neighborhood of San Diego. The 0.75-acre park site converts an existing surface parking lot into a new lively and vibrant mini park.

EDUCATION
B.S. Civil Engineering, 2012,
San Diego State University

PROFESSIONAL REGISTRATIONS
Civil Engineer, 84231, California, 2015

Nasland

PROJECT MANAGER

DANIEL QUINONES
PE



Daniel has more than ten years of experience in providing civil engineering design services. Daniel's project management experience includes site design for parks and recreation, residential, mixed-use, commercial and retail projects, educational and civic facilities, public infrastructure design and streetscape improvement design.

Hickman Field Improvements, San Diego, CA
Project Manager for improvements to Hickman field and the repaving of the parking lot.

Marcy Neighborhood Park, San Diego, CA
Project Manager for the expansion of the playground and improvements for path of travel items including curb ramps, walkways/ramps, irrigation systems, and landscaping.

Olive St. Park, San Diego, CA
Project Manager an urban park in the Hillcrest Neighborhood with upgraded path of travel and ADA access, and a lookout deck.

Additional Park Projects:
- San Ysidro Activity Center Improvements
- Robb Field Gateway Path
- Dusty Rhodes Park Improvements
- Canyon Side Community Park
- Estrella Park
- El Monte Park
- Old Ironside Park
- Chula Vista Bayfront Sweetwater Park
- Chula Vista Bayfront Harbor Park
- Tijuana River Valley Regional Park & Campgrounds
- Alpine Community Park
- San Diego River Trail - Carlton Oaks
- Avenida Encinas Coastal Rail Trail

EDUCATION
B.S. Civil Engineering, 2014,
San Diego State University

PROFESSIONAL REGISTRATIONS
Civil Engineer, 92310, California, 2021

Nasland



Jennifer Campos

Environmental Project Director

YEARS OF EXPERIENCE

22

EDUCATION

M.S. International Agricultural Development, UC Davis

B.A. Geography, UC Berkeley

CERTIFICATIONS/PERMITS

County of San Diego Approved CEQA Consultants List; Agricultural Resources and EIR Preparer

AFFILIATIONS

Association of Environmental Professionals
American Planning Association

Ms. Campos serves as a RECON Environmental Project Director for CEQA compliance. She leads a team of environmental planners, archaeologists, biologists, noise, and air quality specialists to ensure successful completion of environmental processing requirements for both public agencies and private clients. Ms. Campos 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. Her planning background ensures careful consideration of key policy documents and their role in framing the environmental analysis. 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. Ms. Campos 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. Ms. Campos' 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.

PROJECT EXPERIENCE

Southwest Village Specific Plan Subsequent EIR, San Diego, CA

Ms. Campos is 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

Ms. Campos is managing RECON's as-needed consulting services with the City of San Diego Planning Department. Work completed under this contract include 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

Ms. Campos is the project director for 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

Ms. Campos prepared a Program EIR for the City's Complete Communities: Housing Solutions and Mobility Choices program. The EIR 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.



Morgan Weintraub

Associate Project Manager

YEARS OF EXPERIENCE

10

EDUCATION

B.A. Environmental Studies, University of California, Santa Cruz

Ms. Weintraub's responsibilities include preparation of environmental documents, coordination with agency staff, and project management. She 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.

PROJECT EXPERIENCE

Blueprint San Diego EIR, San Diego, CA

Ms. Weintraub is serving as environmental analyst for the preparation of the Program EIR for the Blueprint San Diego project. The Program EIR includes the adoption of the University and Mira Mesa Community Plan Updates (CPUs), the Hillcrest Focused Plan Amendment to the Uptown CPU, as well as addresses conceptual future CPUs and Land Development Code amendments that would implement the City of San Diego's Climate Action Plan and City of Villages Strategy.

Complete Communities: Housing Solutions and Mobility Choices, San Diego, CA

Ms. Weintraub served as environmental analyst for the preparation of a Program EIR to address the potential impacts associated with adoption of the City's Transit Priority Area Housing and Infrastructure Incentive Program. Proposed amendments to the Land Development Code would further implement its Climate Action Plan and General Plan City of Villages Strategy by allowing for streamlined affordable housing developments within Transit Priority Areas. The EIR covers a full range of environmental issues as well as an economic analysis, stakeholder engagement program, and urban design schematics.

Townsgate Research & Development Project CEQA Studies, San Diego, CA

RECON prepared technical studies and CEQA document for the Townsgate Research and Development (R&D) project in Carmel Valley in the city of San Diego. This remnant parcel in Carmel Valley is near One Paseo and the Carmel Highlands Town Center and has never been developed. Alexandria Real Estate is seeking to develop the site for R&D uses with a six-story, 196,973-square-foot R&D center and a 5,600-square-foot pavilion and associated six-story parking garage. RECON has prepared technical studies for biology, archaeology, noise, air quality, and GHG and Ms. Weintraub is serving as the deputy project manager in the preparation of the accompanying CEQA document. Ms. Weintraub also is preparing the Waste Management Plan for the project. Key issues are consistency with the City's CAP Checklist and the vehicle miles traveled (VMT) analysis.

Lilac Hills Ranch Specific Plan, San Diego County, CA

Ms. Weintraub served as environmental analyst for the preparation of an EIR for the Lilac Hills Ranch project. Lilac Hills Ranch is a proposed mixed-use development project located in the Valley Center and Bonsall communities in the County of San Diego. This project includes 1,746 residential units, including senior living units, three neighborhood centers, parks, school, senior housing and on-site recycling and wastewater facilities. The project includes a general plan amendment, specific plan, rezone, and multiple site plans. Complex issues associated with this project include navigating greenhouse gas regulations including recent litigation filed to stay the County's Climate Action Plan and allowance for emission offsets.



Jessica (Jesse) Fleming

Senior Air Quality and Noise Specialist

Ms. 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. Ms. Fleming 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.

YEARS OF EXPERIENCE

18

EDUCATION

B.S. Mathematics, University of Santa Barbara

CERTIFICATIONS/PERMITS

County of San Diego Approved CEQA Consultants List; Air Quality and Noise

OSHA 10-Hour Training Course in Construction Safety and Health

PROJECT EXPERIENCE

Southwest Village Specific Plan, San Diego, CA

Ms. Fleming prepared the noise and air quality technical reports for the 500-acre Southwest Village Specific Plan Project. The Southwest Village Specific Plan would allow up to approximately 4,000 residences, a commercial and retail use area, an elementary school site, parks, and open space and undeveloped areas.

Mission Valley Community Plan Update, San Diego, CA

Ms. Fleming prepared the noise and air quality analyses for the Mission Valley Community Plan Update. The CPU provided goals and supporting policies for future development within the planning area, consistent with the City of San Diego General Plan (General Plan), as well as a long-range, comprehensive policy framework for growth and development in the community through 2050. The analyses included the preparation of future noise contour mapping, the calculation of existing and future criteria pollutant emissions in the planning area, and the preparation of a mitigation framework to reduce impacts.

The Glen at Scripps Ranch Senior Assisted Living Facility EIR, San Diego, CA

Ms. Fleming prepared the noise, air quality, and greenhouse gas technical analyses and was the primary author of the EIR for The Glen at Scripps Ranch project located in the city of San Diego. The project proposes to construct a senior housing facility including 400 assisted living units, a health care center, and amenities.

Ocean View Village - Playa del Sol, San Diego, CA

Ms. Fleming conducted the interior noise analyses required to obtain building permits for the Playa Del Sol multi-family developments. The analyses included the calculation of future vehicle traffic noise levels at the building façades and the calculation of the interior noise levels in all habitable rooms of the proposed floor plans. The analysis included the determination of the necessary window and door sound transmission class (STC) values needed to reduce interior noise levels to 45 CNEL or less as required by the City of San Diego and the California Building Code.

Air Quality Technical Report for City of Chino General Plan Housing Element Update (2008-2014) and EIR, Chino, CA

RECON was on the planning team to complete an air quality analysis in accordance with the South Coast Air Quality Management District guidelines in support of the City of Chino General Plan and the related EIR.

ARUP



Jack Hogan

Jack specializes in flood risk engineering and sea level rise and has wide ranging experience in planning, design, and O&M of large-scale infrastructure projects.

Jack Hogan is an Associate Climate Risk and Resilience Engineer at Arup based in San Francisco. Jack's work focuses on analyzing and developing engineering and planning solutions that mitigate impacts from flooding, sea level rise, earthquakes, wildfires, and other climate hazards. Much of Jack's work involves developing planning strategies informed by risk analysis, for masterplans and infrastructure projects.

Throughout his 12 years of work experience, Jack often leads large, multi-disciplinary teams undertaking assessment, planning, and design efforts for campuses, buildings, rail assets, dams, levees, seawalls, highways, bridges, and trails with a focus in California.

Profession
Civil Engineering

Current position
Climate Risk and Resilience Engineer

Joined Arup
2017

Years of experience
12

Qualifications
US Fulbright Fellow (Department of State), 2015

B.S., Environmental Science and Environmental Engineering, University of California, Los Angeles, 2009

M.S., Civil Engineering (Environmental Fluid Mechanics & Hydrology), Stanford University, 2017

PE State of California (C87443)

Professional associations
Stanford Rising Environmental Leaders Program (RELP)

American Society of Civil Engineers (ASCE)

ASCE Coasts, Oceans, Ports, and Rivers Institute (COPRI)

Publications
Hogan, J., "In defense of critical infrastructure: a case study of risk-based design for the San Francisco Bay Area", DeltaLinks Magazine, June 2016

Hogan, J., "Forecast-Informed Dam Operations in Northern California", Presentation at TU Delft Hydraulic Engineering Symposium, March 2016

Project experience

Caltrans Statewide Climate Vulnerability and Risk Assessment, CA

Jack is the project manager and lead resilience specialist for a statewide climate change risk assessment. This project analyzes the vulnerability of 50,000 lane miles of highway and 25,000 bridges and structures using climate data to inform a multi-billion-dollar climate adaptation investment program led by Caltrans.

Sea Level Rise Adaptation Planning, Marin County, CA

Jack is the project manager and lead resilience specialist for the Transportation Authority of Marin's sea level rise adaptation planning project. This project is conducting a countywide SLR vulnerability assessment, developing nature-based adaptation solutions, and creating a multi-phased implementation plan.

Caltrans Highway 1 Climate Adaptation Planning, Ventura County, CA

Jack is leading the resilience team on a Caltrans study of climate adaptation and sea level rise protection solutions along a 7-mile stretch of the Pacific Coast Highway. This work involves improving infrastructure as well as corridor resilience along a flood- and erosion-prone stretch of shoreline. Arup is identifying strategies that effectively address long-term climate change impact, such as sea level rise (SLR), storm surge, coastal cliff erosion, and less frequent and more severe rain events.

Sea Level Rise Risk Assessment and Adaptation Prioritization, East Bay, CA

Jack is leading a flood risk assessment for 50-miles of the San Francisco Bay Trail spanning Alameda and Contra Costa County shorelines. This project involves assessing sea level rise projections, wave climates, storm water levels and shoreline vulnerabilities to erosion and overtopping. The results will inform which shoreline areas are improved and prioritized for adaptation.

ARUP



Brooke DuBose

Brooke brings 20 years' experience in multimodal transportation policy, planning, and engineering projects throughout California. Her expertise includes regional planning studies and Complete Streets roadway design, with an emphasis on data analytics, social equity frameworks, and project implementation strategies.

Profession
Cities, Planning & Design

Current position
Associate Principal

Cities, Planning & Design Leader

Joined Arup
2022

Years of experience
20

Qualifications
MS, Urban and Regional Planning, Hunter College, City University of New York, 2006

Graduate Coursework, Transportation, University of North Carolina at Chapel Hill, 2005

BA, Sociology, Vassar College, New York, 1998

Publications
B. DuBose, M. Lasky, and M. Sallaberry (2013). "Separated Bikeways: An Informational Report of the Institute of Transportation Engineers."

Bicycle-Transit Integration: Strategies from the San Francisco Bay Area, ProWalk/ProBike conference in Long Beach, CA (2012)

A Complete Streets Approach to Transit Access and Regional Planning, MTC Tech Transfer Seminar, 2011.

Brooke is a seasoned urban strategist with a passion for impeccable organization and client service. Well-versed in the technical issues, politics, and economics of bringing solutions to diverse communities and environments, her objective for all clients is to work with them to define their goals, provide them with top-level advice, and strategically position their projects for success. Brooke oversees complex teaming and client relationships across departments, agencies, and public/private partnerships to develop and deliver innovative projects. She has dedicated her career to serving communities through the lens of equity and inclusion.

Project experience

Caltrans Statewide Climate Vulnerability and Risk Assessment, CA

Project Director on development of the Statewide Climate Change Vulnerability and Risk Assessment with Caltrans' Office of Air Quality and Climate Change. The project will update the 2019 Caltrans Vulnerability Assessments using the best available and most current climate science data and analytics and using a highly engaging approach with Caltrans staff. The project will develop a database of climate vulnerabilities and a robust risk analysis of the State's multimodal transportation system which includes state rail, transit and bike/ped infrastructure.

TAM Sea Level Rise Adaptation Planning for County Transportation System, Marin County, CA

This comprehensive sea level rise adaptation planning project involves examining existing plans and documents, identifying vulnerable locations and assets, identifying adaptation measures, defining criteria for prioritizing elements of implementation, and examining governance and funding spanning a range of agencies, jurisdictions, and stakeholders. This project, which is focused on multi-modal transportation infrastructure, leverages a GIS-based climate vulnerability and risk assessment methodology that relies on the Arup project team to collect and collate the latest sea level rise projection data.

ARUP



Kenny Buyco

Kenny specializes in applying numerical methods to assess risks posed by natural hazards.

Kenny Buyco is a senior analyst on the Risk + Resilience (R+R) team in Arup's San Francisco office. He specializes in applying numerical methods to assess the risks posed to buildings and infrastructure by natural hazards, including climate change impacts. He has a multidisciplinary background that includes civil engineering, data science, risk modeling, and risk-informed decision making.

Profession
Risk + Resilience

Current position
Analyst

Joined Arup
2018

Years of experience
2.0

Qualifications
PhD Civil Engineering, California Institute of Technology, 2018

BS Engineering, Harvey Mudd College, 2013

MS Civil Engineering, California Institute of Technology, 2015

Professional associations
Earthquake Engineering Research Institute (EERI)

Seismological Society of America (SSA)

Structural Engineers Association of Northern California (SEAONC)

Publications
Buyco, K., Roh, B., Heaton, T. H. (2018). Effects of Long-Period Processing on Collapse Predictions. Proceedings of the 11th National Conference on Earthquake Engineering, Earthquake Engineering Research Institute, Los Angeles, CA.

Otsuki, Y., Buyco, K., Kurata, M., Speicher, M. (2018). Seismic Performance Evaluation of a Landmark Building in Light of Globalization and Multi-Code Implementation. Proceedings of the 11th National Conference on Earthquake Engineering , Earthquake Engineering Research Institute, Los Angeles, CA.

Buyco, K., Heaton, T.H. (2019). 70%-Damped Spectral Acceleration as a Ground Motion Intensity

Project experience

California High Speed Rail Sustainability Services, CA

Technical lead responsible for:

- Analyzing current and future climate data (temperature, precipitation, wildfire, and others) at locations of key California High Speed Rail (CAHSR) assets.
- Developing and updating climate adaptation and resilience design guidelines.
- Reviewing climate risk and resiliency reports, in addition to other technical documents, from CAHSR design teams.
- Answering questions and providing technical guidance to CAHSR design teams.

Confidential Client, Multi-Hazard Shared Fate Risk Assessment for Data Centers, San Francisco Bay Area, CA

Deputy project manager and technical lead responsible for delivering quantitative risk analysis and recommending mitigation activities for a portfolio of 16 buildings in the San Francisco Bay Area, considering impacts from earthquake, flooding, wind, and wildfire. The results of this study included annualized estimates of damage and downtime for individual assets and across the full portfolio. The study included detailed seismic and flood risk modeling (including climate change impacts) and utility disruption modeling. Kenny managed the internal technical work for the duration of the project and managed the client through the mitigation phase of the project.

Caltrans Statewide Climate Vulnerability and Risk Assessment, CA

Senior engineer for a statewide climate change risk assessment. This project analyzes the vulnerability of 50,000 lane miles of highway and 25,000 bridges and structures using climate data to inform a multi-billion-dollar climate adaptation investment program led by Caltrans.

ARUP



Meg Ackerson

Meg utilizes her knowledge of risk and probability to analyze the impact of natural hazards on our built environment across a variety of sources and vulnerable assets.

Meg works as an Engineer with Arup's Risk and Resilience team, located in San Francisco. Her skills in civil engineering, risk analysis, climate science, and GIS modeling support the team's Resilience and Adaptation business. Meg's educational background in earthquake engineering and structural analysis from Stanford University formed a strong foundation for her to analyze building and infrastructure responses to a variety of natural hazards, from hurricanes to wildfires. She conducts probabilistic risk assessments to determine the consequences of such disasters and develops holistic adaptation solutions to improve community resilience.

Profession
Climate Change

Current position
Senior Engineer

Joined Arup
2019

Years of experience
5

Qualifications
LEED Green Associate (#11051582)

BS Civil Engineering, Santa Clara University, 2017

MS Structural Engineering, Stanford University, 2019

Professional Engineer (CA) (#96693)

Professional associations
Earthquake Engineering Research Institute (EERI)

Structural Engineers Association of Northern California (SEAONC)

Publications
REDi for Floods

Universal Taxonomy for Natural Hazard and Climate Risk and Resilience Assessments

Project experience

Kapālama Canal Development, Honolulu, HI

Flood Hazard Analyst for development of a master planned vision for a linear park along Kapālama Canal, recently upgraded to account for sea level rise. The proposed improvements were underscored by flood resilience, green infrastructure, waterway and bank modifications, erosion control, and dredging, which were intended to improve the Canal's water quality and flood protection capacity. They served to catalyze broader neighborhood improvements, including mixed use development around the canal. Arup provided flood resilience and sea level rise adaptation advice, which included hydraulic modeling for future climate conditions. Meg supported the flood hazard team through hydraulic riverine modelling in HECRAS. She helped developed models for the existing and the planned canals.

REDi for Flood, Global

Technical Writer for resilience-based flood design guidelines—part of the Resilience-based Design Initiative (REDi™) Rating System—comprised of a holistic process which identifies and mitigates flood risks to enable swift recovery in the aftermath of a major flood. REDi exceeds code-intended performance objectives and typical performance-based design objectives and provides owners and other stakeholders a framework to achieve high-performing buildings and other structures. It requires integrated multi-disciplinary design and performance-based assessment to ensure that an owner's resilience objectives are met. Meg contributed to the risk assessment and downtime methodology from her experience implementing REDi on project work at Arup.

Christine (Kris) May, PhD, PE
Principal, Climate Adaptation Science and Engineering
Pathways Climate Institute, LLC

pathways CLIMATE INSTITUTE



Education

PhD, Civil and Environmental Engineering, Stanford University, 2004

MS, Civil and Environmental Engineering, Stanford University, 1998

BS, Civil Engineering, University of Washington, 1996

Licenses/Registrations

Professional Engineer, Florida, #71334, Issued 06/18/2010, Exp. 02/28/2025

Professional Engineer (Civil), Texas, #104709, Issued 12/18/2009, Exp. 09/30/2024

Professional Engineer, Louisiana, #35606, Issued 01/01/2010, Exp. 09/30/2024

Dr. May is an engineer and scientist with approximately 30 years of experience providing leadership and technical expertise related to climate change resilience and adaptation strategy development, with an emphasis on coastal environments and extreme weather hazard analysis. In addition to her scientific and technical expertise, Kris is currently serving as lead author for the national Coastal chapter for the 5th National Climate Assessment, and she served as a regional lead author on the 4th National Climate Assessment. She has a solid understanding of the best available climate science, and the policies and guidance in place locally and nationally that are driving climate change adaptation planning.

Project Experience

Oakland Alameda Adaptation Projects, City of Alameda, San Leandro Bay Estuary, CA. As a subconsultant to CMG Landscape Architecture, Pathways is leading the development of a long-term adaptation for the low-lying communities surrounding the San Leandro Bay Estuary, including the City of Alameda, City of Oakland, and the Port of Oakland/Oakland International Airport (Port). The long-term plan relies on an adaptation pathways approach, with near term actions to address high priority near term flood risks and community benefits, and long-term actions that can address high rates of sea level rise, rising groundwater, and increasing precipitation intensity during extreme events. The project area includes Oakland's most underserved community in deep East Oakland. Community leaders are directly engaged in the project to support equitable outcomes within these communities, including green corridor connections to the Bay shoreline, a resilience hub, and other amenities to be determined through community outreach and engagement. Dr. May is leading the Pathways team, as well as a team of subconsultants, to develop the long-term subregional adaptation plan.

Palo Alto Climate Adaptation Planning, City of Palo Alto, Palo Alto, CA. As a subconsultant to AECOM, Pathways worked closely with the City of Palo Alto to identify the structures and areas of the city at greatest risk of potential groundwater flooding. Dr. May led the Pathways team, completed the groundwater assessment, and performed the exposure assessment for coastal flooding, sea level rise, and rising groundwater across a broad range of City assets as well as public and residential parcels. The exposure assessment required collating and organizing a GIS geodatabase for all assets of interest. The results of the exposure assessment were tagged to each asset, and the final geodatabase and climate data layers were provided to the city for their use and updated as they expand into adaptation planning. Pathways completed the Groundwater Appendix, and developed all exposure tables and asset summaries within the final report.

Statewide Climate Vulnerability and Risk Assessment, Caltrans, California. The State of California's Department of Transportation, or Caltrans, is updating its climate risk and vulnerability assessment to use the best available climate science and hazard data and expanding the assessment beyond the state highway system to also consider rail, ports, airports, transportation hubs, facilities, and disparate impacts on disadvantaged communities. for all its assets. As a subconsultant to Arup, Pathways is leading the multi-climate stressor and multi-hazard exposure and vulnerability assessment. Dr. May serves as the Project Director for the Pathways team, coordinating with Caltrans to ensure the assessment is transparent and replicable, and helping to align the assessment with Caltrans existing project prioritization system.

Daisy Ramírez López
Environmental Engineer
Pathways Climate Institute, LLC
daisy.ramirez.lopez@pathwaysclimate.com



Education

B.S., Environmental Engineering, University of California, Merced, 2018

Bilingual in English and Spanish.

Ms. Ramírez López is an environmental engineer with a personal passion for improving both our natural and built environments. Daisy brings her analytic and communication skills to Pathways' work, to support a wide range of adaptations projects at every step of the way. From planning to data and GIS analysis, to public engagement, she often works between the technical teams and communication teams, helping to synthesize, translate, and document key information to support climate adaptation. Most recently, Daisy has been at the center of San Francisco's adaptation strategy development, working with several 'Champions' from multiple city departments as they co-create a waterfront wide strategy that re-imagines San Francisco's future. As a San Francisco native, and former Bayview Hunters Point resident, Daisy is driven and passionate about helping her community, communities alike, and the City and Couty of San Francisco become more resilient to future climate change. Daisy's lived experience and equity focused perspective motivate her to continue working towards more equitable adaptation practices.

Project Experience

Waterfront Resilience Program, Port of San Francisco, San Francisco, CA. The Port of San Francisco's 7.5 miles of bay shoreline with a national historic district, hundreds of small businesses, nearby housing, and maritime and industrial uses, is threatened by hazards such as earthquakes, flooding, sea level rise, and shoreline erosion. This program seeks to re-imagine the San Francisco shoreline, including the complex mix of wharves, piers, and seawalls and its often-intertwined relationship with other city infrastructure and historic buildings. Daisy supported alternatives formulation, public engagement, City-Interagency collaboration, and an evaluation criteria process that spanned 9 city goals as well as USACE economic, social, and environmental criteria. Daisy also supported the Spanish translation of outreach materials and StoryMaps, participated in in-language outreach events, and represented the Port of San Francisco in Spanish-language media interviews to broaden the reach of the Port's messaging and facilitate wider public participation.

National Climate Assessment, United States Global Change Research Program (USGCRP), Coastal Effects and Blue Carbon. Ms. Ramírez López served as a technical contributor for the Coastal Effects Chapter and the Focus on Blue Carbon Chapter for the 5th National Climate Assessment. Daisy also supported the Spanish translation of the Southeast and Water Chapters to help USGCRP broaden its reach in communicating the impacts of climate change. Daisy was part of a team of 10 Federal and academic scientists focusing on current climate variability and future climate risks related to our nation's coasts. She also supported national outreach efforts designed to tease apart the issues at the forefront of stakeholder's minds, and she co-led a breakout session on diversity, equity, and environmental justice issues particular to the coasts.

Sea Level Rise Adaptation Planning for Marin County's Transportation System, Transportation Authority of Marin, Marin County, CA. The Transportation Authority of Marin (TAM) is the County Transportation Agency and is responsible for implementing the County wide Transportation Plan. As a subconsultant to Arup, Pathways is supporting work to advance adaptation planning, identify potential solutions to the threats sea level rise poses to Marin communities, roadways, critical infrastructure, and the environment. Daisy conducted an exposure assessment of several key assets to sea level rise, emergent groundwater, and coastal flooding to support adaptation planning.

PAGE LEFT BLANK INTENTIONALLY



CASTRO VALLEY BOULEVARD | WRT
CASTRO VALLEY, CA



TAB C

COST/PRICE PROPOSAL

FEE SCHEDULE

Below is a table that breaks down our individual team member staff rates:

LABOR CLASSIFICATION	POSITION TITLE	YEAR 1 - FULLY BURDENED HOURLY RATE
Principal (WRT)	Principal + Planner	$265
Principal (WRT)	Principal + Landscape Architect	$265
Project Manager (WRT)	Senior Associate | Urban Designer + Landscape Architect	$210
Level IV Urban Designer (WRT)	Senior Associate | Urban Designer	$210
Level II Landscape Designer (WRT)	Landscape Designer	$135
Level I Urban Designer (WRT)	Urban Designer	$120
Level I Urban Planner (WRT)	Urban Planner	$120
Principal (Byrne)	Principal	$200
Principal (Pendoley)	CEO + Founder	$200
Principal (Citythinkers)	Principal Urban Designer	$220
Project Manager (Citythinkers)	Senior Urban Designer/ Project Manager	$150
Designer (Citythinkers)	Urban Designer	$90
Administrative/Intern (Citythinkers)	Administrative/ Intern	$50
Principal (P&T)	Principal	$260
Project Manager (P&T)	Project Manager	$165
Cultural Resources Planner (P&T)	Cultural Resources Planner	$130
Project Manager (CRA)	Senior Transportation Planner	$205
Project Manager (CRA)	Senior Traffic Engineer	$270
Principal (Systematica)	Technical Director	$180
Project Manager (Systematica)	Project Manager	$140
Senior Project Lead (Systematica)	Senior Transport Consultant	$115
Consultant (Systematica)	Transport Consultant	$85
Junior Consultant (Systematica)	Junior Transport Consultant	$70
Principal (LMA)	Senior Principal	$425
Principal (LMA)	Principal	$350
Project Manager (LMA)	Senior Analyst	$200
Principal (KMA)	Managing Principal	$305
Project Manager (KMA)	Manager	$245
Project Manager (KMA)	Senior Associate	$205

Continued from previous page:

LABOR CLASSIFICATION	POSITION TITLE	YEAR 1 - FULLY BURDENED HOURLY RATE
Project Manager (Nasland)	Project Manager	$275
Project Engineer (Nasland)	Project Engineer	$225
Design Engineer (Nasland)	Design Engineer	$180
Engineering Technician (Nasland)	Engineering Technician	$135
Engineering Aide (Nasland)	Engineering Aide	$105
Administration (Nasland)	Administration	$90
Principal (Recon)	Expert Witness	$340
Principal (Recon)	Environmental Principal	$255
Principal (Recon)	Environmental Project Director	$235
Project Manager (Recon)	Senior Project Manager	$205
Project Manager (Recon)	Associate Project Manager	$170
Principal (Pathways)	Principal	$275
Project Manager (Pathways)	Senior Engineer	$180
Principal (Arup)	Associate Principal	$335
Project Manager (Arup)	Senior Climate Risk and Resilience Engineer	$267

CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195
Fax: (619) 236-5904

ADDENDUM A

Request for Proposal (RFP) 10090174-25-D **Revised Closing Date: August 21, 2024** @ 2:00 p.m.

City of San Diego Request for Proposal to provide **As-Needed Multi-Disciplinary Consultant Services for the City Planning Department.**

The following changes to the specifications are hereby made effective as though they were originally shown and/or written:

1. *Remove* the original cover sheet and *replace* with the attached Addendum A cover sheet. (Note: The bid closing date has been changed from August 20, 2024, to August 21, 2024.)

2. *Remove* the original RFP, Contract Signature Page (page 5-6) and *replace* with the attached Addendum A, RFP Contract Signature Page (page 6). (Note: The signature page has been moved to its own page.)

3. *Add* one (1) page "Questions and Answers". (**NOTE**: The questions and answers are being provided for informational purposes only and are not part of any resulting contract from this RFP.)

4. *Remove* the original Exhibit B, pages 9 of 10 and 10 of 10 and *replace* with the attached Addendum A, Exhibit B, pages 9 of 10 and 10 of 10.
(**NOTE**: Changes were made to Section J. PRICING SCHEDULE and are highlighted.)

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT



Damian Singleton
Senior Procurement Contracting Officer
(619) 235-5743

RFP 10090174-25-D, As-Needed Planning Multi-Disciplinary Planning Consultant Services for the Planning Department

Questions and Answers

Question 1: **Is this proposal PlanetBids submittal only or is a hardcopy required? Please elaborate.**

Response: The Proposer is required to provide one (1) original hard copy and one (1) electronic copy (e.g., thumb drive or CD), **OR** and electronic bid via PlanetBids, or their response as described herein.

Question 2: **The RFP lists Damian Singleton as the City Contact and Coby Tomlins as the Contract Administrator. To whom should the cover letter be addressed, and the physical copy of our submission be mailed to?**

Response: The cover letter should be addressed to Damian Singleton. If the Proposer elects to submit a hard copy, the hard copy submittal should be addressed to Damian Singleton.

Question 3: **For the Pricing Schedule, presumably we will need to provide the fully burdened hourly rate for the identified labor classifications (1. Principal and 2. Project Manager) for the lead consultant, as well as each sub-consultant on the team, and that a separate table will be needed for each firm. Please confirm.**

Response: Please refer to Exhibit B, Section I. PRICING SCHEDULE, Item 4. If additional space is required, a separate sheet may be attached marked "Additional Labor Classifications."

Question 4: **We would like to respectfully request a two-week extension on the proposal due date (instead of a due date of August 20, 2024, we would like to request a due date of September 3, 2024).**

Response: The City is currently unable to extend the proposal due date.

Question 5: **We would like to confirm that we are interpreting this direction correctly: If we submit an electronic bid of our response as described in the RFP via PlanetBids, a hard copy is not required at the time of submission.**

Response: Please refer to the response to Question 1.

Question 6: **Is the list of labor classifications in section F complete with just two classifications listed? It seems there should be classifications for supportive staff as well.**

Response: Please refer to the response to Question 3.

address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

1st Any properly executed written amendment to the Contract

2nd The Contract

3rd The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any

4th Contractor's Pricing

5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

_____
Proposer

_____
Street Address

_____
City

_____
Telephone No.

_____
E-Mail

BY:

_____
Signature of Proposer's
Authorized Representative

_____
Print Name

_____
Title

_____
Date

CITY OF SAN DIEGO
A Municipal Corporation

BY:

_____

Print Name:

_____
Director, Purchasing & Contracting Department

_____
Date Signed

Approved as to form this _____ day of

_____, 20_____.
MARA W. ELLIOTT, City Attorney

BY:_____
Deputy City Attorney

References shall be submitted on the Contractor Standards Pledge of Compliance form attached to this RFP. Consultant may not provide a current City of San Diego staff member as a reference. If a City staff member is provided, the Consultant will be required to provide an additional reference.

Consultant is required to state all subconsultants to be used in the performance of the proposed Contract, and what portion of work will be assigned to each subconsultant on the form attached to this RFP.

The City shall rely on references as part of the evaluation process. The City reserves the right to take any or all of the following actions: reject a proposal based on an unsatisfactory reference(s); contact any person or persons associated with the reference; request additional references; contact organizations known to have used the Consultant in the past or are currently using the Consultant or Consultant's subconsultants' (as listed in Contractor Standards Pledge of Compliance form attached to this RFP) services; and contact independent Consulting firms for additional information about the Consultant or the Consultant's subconsultants.

I. TECHNICAL REPRESENTATIVE

The Technical Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

J. PRICING SCHEDULE

In order to be considered responsive to this RFP, the Consultant shall submit pricing on the form and in the format provided herein in its entirety. Any deviations from the Pricing Schedule may be considered non-responsive and unacceptable. **Consultant shall state the hourly rate at which time will be billed to the City, as well as the hourly rate for any other member of your firm who will be doing work for the City.** Pricing shall be inclusive of all fees and costs associated with the cost of services as described in the RFP, including but not limited to support services and overtime, travel and any other expenses incurred in the course of representing the City, including any sub participation. No other fees, costs, or other charges will be considered. **The City will assess points for cost based on the average hourly rates for all services as described in the RFP in accordance with Exhibit A, 3.6 Evaluation Criteria, C. Cost.**

1. Labor classifications listed as 1 and 2, are detailed in Section G. Labor Classifications.

2. Position Title is to be the position title within the Consultant's organization.

3. Consultant shall list fully burdened hourly rates for the labor classifications that most closely match the classifications listed in Section G. Labor Classifications.

4. All classifications described in this pricing schedule should be listed, whether services are performed by Consultant or by sub participation. Additional classification rates may be submitted later and included as part of the agreement resulting from this solicitation.

If additional space is required, a separate sheet may be attached marked "Additional Labor Classifications". No other changes will be considered.

Labor Classification	Position Title	Fully Burdened Hourly Rate
1. Principal		$
2. Project Manager		$

WRT
120 2nd Street, 3rd Floor
San Francisco, CA 94105
pwinch@wrtdesign.com
415.882.7853