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CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10090176-25-D, As-Needed Public Outreach and Engagement 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) # 10090176-25-D, As-Needed Public Outreach and Engagement Consultant Services for the City Planning Department (Consultant).

RECITALS

On or about 7/1/2024, 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 Public Outreach and Engagement 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:

Marlon Pangilinan, Program Coordinator
City Planning Department
202 C Street, MS 413
San Diego, CA 92101
619-235-5293
mpangilinan@sandiego.gov

RR-316285
Document No.
Filed JUN 17 2025
Office of the City Clerk
San Diego, California

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

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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.

17.7.3 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 $2 million per Consultant or not to exceed $8 million for the total contract.

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 intentionally left 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.

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

Cook + Schmid
Proposer

626 Savoy St
Street Address

San Diego, CA 92106
City/State/Zip

619-814-2370
Telephone No.

jschmid@cookandschmid.com
E-Mail

BY: Jon Schmid
Signature of Proposer's Authorized Representative

Jon Schmid
Print Name

CEO
Title

4/30/25
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 16 day of July, 2025.
HEATHER FERBERT, City Attorney

BY:
Deputy City Attorney

R-316285

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

CONTRACTOR

Cook + Schmid
Proposer

626 Savoy St
Street Address

San Diego
City

6198142370
Telephone No.

jschmid@cookandschmid.com
E-Mail

BY:

Jon Schmid
Signature of Proposer's Authorized Representative

Jon Schmid
Print Name

CEO
Title

4/30/2025
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 16 day of July, 2025.

HEATHER FERBERT, City Attorney

BY:
Deputy City Attorney

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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 twenty-five (25) points or less of the proposal with the highest score. Only the proposer with the highest scoring proposal and those proposers scoring within twenty-five (25) 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, the evaluation criteria will be used per each individual service identified in the Exhibit B Scope of Work:

	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	**25**
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	**45**
C. Cost	**5**
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 within walking and bicycling distance of transit, shopping, and jobs to support the City's environmental justice, fair housing, and climate goals.

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 delivering safe and enjoyable parks in the areas of the city with the greatest needs. The Division implements and monitors the City's Multiple Species Conservation Program (MSCP). In addition to managing the City's Development Impact Fee Program, the Division is responsible for long-range infrastructure planning. Additionally, this Division conducts reviews of all City actions under the California Environmental Quality Act (CEQA).

The City Planning Department's Community Engagement, Work Culture & Operations Division is responsible for delivering all operational and support services that enable the implementation of the Department's core activities by overseeing operations, budget, grants, mapping and data analysis and technology solutions, and inclusive community engagement. This Division is responsible for advising on opportunities for inclusive public participation opportunities to inform all Department initiatives, working to ensure members of the public are informed about and can provide input into plans and policies that aim to improve their communities, so that the City's long-range plans can better meet the needs of the people who live, work and play in San Diego. This Division is especially focused on reaching and engaging underrepresented groups and communities who have not traditionally participated in the planning process to ensure that the input received is representative of the City's diverse population. This Division also develops public education to help enhance public 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, the City's General Plan, and new development in alignment with the City's Strategic Plan Priority Areas. All land use planning work requires public outreach and engagement to inform policy development, infrastructure prioritization and land development code changes. Specifically, this includes designing and implementing engagement materials and techniques to facilitate public understanding and participation on planning initiatives. This helps ensure that planning initiatives and policy changes are defensible and have undergone public vetting.

Consultant services will support the Department's work program initiatives being conducted

by each division, many of which have requirements to conduct public outreach and engagement set forth by the State of California (e.g., requirements to identify environmental justice communities through public engagement set forth by SB 1000; demonstrated community outreach and engagement efforts required for State certification of the City's General Plan Housing Element). State law requires that local planning agencies provide opportunities for community involvement. As part of the planning process for updates and amendments to General Plans and Community Plans, public outreach and engagement are required to develop and reassess potential changes to the vision, goals, and policies of land use plans and to develop land use plan alternatives. The requested services are also necessary for the Department to implement Council Policies 000-32 and 800-14 relative to infrastructure planning, which calls for reaching out and engaging a broad spectrum of the community to ensure that input received truly meets the needs of residents and that infrastructure investments are prioritized equitably and delivered efficiently.

The City is in the process of creating an Inclusive Public Engagement Guide which will set forth standards and best practices for inclusive public engagement on planning initiatives and all projects led by operational Departments so that City decisions can best meet the needs of San Diegans. Consultant services to recommend and implement community outreach and engagement strategies are critical to meet both local guidelines and state public participation requirements. In order to conduct planning work more efficiently in support of the Department's initiatives, the Consultant will be used on an as-needed basis.

The City may select more than one Consultant to provide services on an as-needed basis.

To be considered responsive, Consultant must submit proposals for all of the services below (1-8).

C. DELIVERABLES

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

1. PROJECT MANAGEMENT AND DELIVERABLES

The Consultant will be the point of contact for City staff regarding project updates, status, deliverables, schedule, and budget. Consultant shall conduct project team meetings, coordinate tasks, and prepare administrative deliverables.

Various meetings will be required throughout this contract. Meeting types could include, but are not limited to:

1.1 Project kick-off meeting with City staff and other consultants.

1.2 Coordination meetings with other consultants, sub-consultants, and engagement partners.

1.3 Progress meetings with City staff.

1.4 Meetings with local community groups and community members.

1.5 Meetings with Federal, State, regional and/or local agencies (e.g., U.S. Army Corps of Engineers, Caltrans, SANDAG, Port of San Diego, etc.)

1.6 Public hearings (e.g., City Council, City Council Committee, Planning Commission, Parks & Recreation Board, etc.)

1.7 "Make-up" meetings for participants who could not attend essential meetings.

Consultant will ensure all project deliverables are submitted according to discussed deadlines. Project-specific deliverables will be discussed and coordinated with the initiative's project staff. Examples of these deliverables may include meeting summaries, public reports, engagement summaries, and presentation slideshows.

In addition to standard project deliverables, other administrative deliverables shall be regularly provided to City staff, such as meeting minutes, monthly invoices, and status reports. Consultant shall identify next steps and action items in team meeting minutes. Access to a cloud-based project documentation and management system for the project team is desirable.

Depending on project needs, Consultant may act as the administrative liaison between engagement partners like community-based organizations or higher education institutions and City staff. In such instances, the Consultant will coordinate invoicing, tasks, and deliverables directly with engagement partners to meet project deadlines.

2. OUTREACH AND ENGAGEMENT RESEARCH PLANNING

Consultant shall support staff in developing and implementing public outreach and engagement strategies, engagement plans and timelines, and providing recommendations on inclusive and innovative outreach and engagement techniques. Consultant may assist in preliminary geographic, demographic, socioeconomic, and market research to inform what engagement approaches are best suited for an initiative. This research may also include reviewing academic journals and research pertaining to public participation to filter and summarize case studies and best practices. This task may include providing support for public engagement- focused grant applications.

Public engagement timelines must accommodate the planning initiative's operational schedule, including meeting any established deadlines defined by City staff. Collaborate with City staff to conduct stakeholder research, mapping, and analyses by assessing and identifying underrepresented groups and communities within the project's impact area and devising strategies to involve them. Stakeholder research may include conducting informational meetings with relevant community organizations to understand existing priorities and stakeholder landscape. This task includes supporting the regular upkeep of internal stakeholder lists.

Consultant shall research and provide to City project team relevant previous public input from local initiatives (City or other agencies') to help the City reduce engagement fatigue and ensure previous relevant input is presented to the public to

build upon past engagement efforts. This task includes consolidating previous public input in a format that is easy to understand and discern for both internal decisionmakers and the public.

Consultant will incorporate best practices stipulated in the Citywide Inclusive Public Engagement Guide as part of this task.

3. PLANNING, EXECUTION, AND FACILITATION OF ENGAGEMENT ACTIVITIES

Consultant shall lead public engagement events and activities. This task includes meeting space planning and setup, logistics coordination, and developing support materials. Logistic deliverables may include event space permits and applications, media release forms, brainstorm documents, venue descriptions, logistic plans, budgets, materials lists, schedules, agendas, itineraries, invitations, etc. The Consultant will prepare an event schedule document with supporting engagement activities and materials, support with run-throughs/rehearsals of meetings as needed, and serve as the key liaison for event location coordination.

Consultant shall assist staff with the implementation of various in-person, virtual, or hybrid engagement techniques, including but not limited to surveys, interviews, pop-up and tabling events, canvassing, site visits, public meetings, workshops, open houses, briefings, videoconferences, arts-based engagement, etc. Consultant shall facilitate public meetings or public participation events and coordinate facilitation plan prior to the event. Facilitators shall implement meeting management strategies to ensure that allocated time for the public participation schedule is adhered to and sequence of activities is congruent. Consultant shall manage all audiovisual equipment and logistics for hybrid and virtual meetings and select and implement virtual tools that promote audience engagement and feedback.

Consultant is expected to represent the City of San Diego while assisting project staff in conducting project presentations before other agencies, elected officials, advisory boards, community-based organizations, and community members. In such interactions, uphold the City's principles of customer service by listening and communicating with tact and courtesy, ensuring requests are promptly addressed and followed up with when applicable. Consider the City's commitment to building trust and true relationships throughout interactions with external stakeholders. Consultant must adhere to existing City standards, confidentiality norms, speech etiquette, and dress codes as they become applicable.

For more involved engagement techniques such as collaboration with community ambassadors or establishing advisory groups, Consultant may also assist with developing an initial application, creating selection criteria, and filtering applicants.

Consultant will account for and administer relevant participation support costs: meals and refreshments, promotional/giveaway items to acknowledge participation, participant stipends, activity materials, and any other presentation, event, or meeting collateral. Such participation costs must be budgeted appropriately, documented, and planned for upon previous discussion with the

project team. Consultant will assist the project staff in managing and maintaining the Department's participation materials and support costs inventory by properly logging in and out all items that have been used.

4. TRAINING AND CAPACITY-BUILDING FOR INCLUSIVE ENGAGEMENT

Consultant may provide recommendations, orientation, and training to City staff and external engagement partners to help them learn and implement inclusive engagement best practices. In the case of formal training, the consultant team must be fully versed in the content of the Citywide Inclusive Public Engagement Guide and be able to distill the information for participants and help them apply to varied public engagement scenarios. The Consultant shall develop and conduct training as the project team indicates. The Consultant shall provide any software and equipment necessary for the training. consultant team shall track and record participant attendance and may prepare completion certificates or other tokens of acknowledgement for participants.

Consultant will assist City staff in managing and supporting engagement partners such as community-based organizations and universities in navigating City processes like contracting and reporting. Capacity-building support for engagement partners may include providing orientation on how to work and communicate with the City. This task may also include supporting and advising on engagement partners' unique engagement plans and providing them templates for outreach materials and reporting. This task includes ongoing reporting of engagement partners' experiences to the City project team in order to work toward continuous improvement in engagement partnerships between the City and external organizations.

Consultant may provide individualized assistance to engagement partners as needed. Reports of assistance provided shall be reported at each team meeting with City staff.

Additional capacity-building support for community members may entail orientation on the City's functions and structure, how to participate in City decision-making processes and why participating benefits them and their community. These orientation sessions may occur in the form of civic education workshops, academies, or informal briefings.

5. STRATEGIC COMMUNICATIONS, MARKETING AND OUTREACH

Consultant shall advise on project communications tasks, such as developing key project messages to share with the public, with an emphasis on distilling complex architectural, engineering, and City Planning initiatives for public consumption. This may include tailoring project communications to specific stakeholders, incorporating guidance from City staff.

Consultant shall provide recommendations on project branding, such as initiative name, taglines, , etc. Consultant shall adopt branding strategies that suit the City's values, visual style guide, and the project's goals.

Where applicable, Consultant shall assist City teams in developing marketing strategies and campaigns. This task includes but is not limited to creating videos and collaborating with City staff in implementing social media strategies through posts and other forms of social media content creation.

Consultant may suggest appropriate and innovative advertisement and public awareness strategies. Consultants may also be requested to provide input on appropriate promotional items to increase project awareness and work with City teams to create new partnerships to further public interest in the given initiative.

Collaborate with City teams to monitor performance and engagement metrics, such as reach, public sentiment, return on investment, etc. and perform after-action report to capture areas of success and areas of improvement for subsequent outreach campaigns.

6. STATISTICALLY VALID SURVEYS

Consultant shall design, promote, implement, and analyze statistically valid surveys. Survey design will be conducted in partnership with City staff, and consultant team will implement survey design best practices to ensure unbiased questions. Ensure sampling strategies produce a representative and statistically valid sample for the population of the City of San Diego, implementing strategies to improve response rates among underrepresented community members.

Surveys should be able to be conducted in a variety of formats to reach underrepresented populations as needed, and a variety of languages, including Spanish.

This task may include crafting an outreach strategy to promote public awareness of the survey.

Implement data collection for the survey, including selecting and determining the sample of community members, conducting the interviews/survey, and developing survey data weights as needed.

Consultant shall compile and summarize survey results in a straightforward and easily readable format for decisionmakers.

7. DESIGN SOLUTIONS

Consultant is expected to assist City staff with design production work. Design production work for public engagement is outlined in four categories:

7.1 Simplifying architectural and engineering design – Advising on or supporting the simplifying of 2D/3D models and renderings to ensure they are understandable and straightforward for public presentations.

7.2 Graphic and editorial design – includes producing presentation slideshows, flyers, fact sheets, posters, brochures, custom graphics, and icons, etc.

7.3 Web and app design – working with City teams in developing project webpages and interactive sites, designing mobile apps, designing user interface and experience (UI/UX), and the upkeep of virtual engagement platforms (e.g., Conferences I/O, Hello Lamp Post).

7.4 Audiovisual media and social media support – such as video clips, animations, thumbnail design, etc.

Consultant will ensure project deliverables are submitted in file formats that are compatible and ready for the project staff to use. All graphics must adhere to the City of San Diego Visual Style Guide or any project visual templates unless indicated otherwise by project staff. File and retain project design files to expedite subsequent work with the City.

8. DOCUMENT AND CONSOLIDATE PUBLIC INPUT

Consultant will track and organize public input using a template and format as recommended by City staff, including voluntary demographic information and event satisfaction forms from attendees. At public participation events attended by the consultant team, consultant team shall document public input. Support the maintenance and upkeep of internal community input databases.

This task includes preparing community engagement summary documents to provide transparency to the public about the nature and quantity of public input provided over the course of a planning initiative or project and how this input was used to reach draft or final policy or project-level decisions. This task may also include preparing meeting summary reports or other event-level participation reports.

D. EXPERIENCE AND QUALIFICATIONS

1. Provide the resumes for the Project Manager and Principal-in-Charge and any other staff who will be primarily responsible for fulfilling a contract under this Scope of Work.

2. Describe your Firm's prior work history for the City (if any), including relevant advisory boards, commissions or working groups as applicable, and any work history providing similar services for other agencies.

3. Provide a brief description of the Firm's qualifications for and experience in engaging diverse communities in San Diego, including but not limited to: youth, older adults, immigrants, diverse racial groups, religious communities, veterans and members of the military, LBTQIA+ community, people with disabilities and people experiencing housing insecurity and/or homelessness.

4. Provide a brief description of the Firm's relevant practice areas relevant to the expected deliverables described in section C.

5. Describe the firm's multilingual translation and interpretation capabilities (if any), including Spanish, Tagalog, Chinese, Vietnamese, and Korean if applicable.

E. SELECTION PROCESS FOR EACH ASSIGNMENT

There are eight service areas which are sought, as described in Section C. Up to four 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 the Consultant. 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 responsive submittals and will select a Consultant that is best qualified for the Project and assignment. Once a Consultant is selected for a given Project, the Department may award subsequent assignments (tasks) on the same Project to the same consultant awarded the initial assignment without further invitations for proposals from the other Consultants. This practice enables operational efficiencies and continuity of Project knowledge essential for efficient operations.

F. LABOR CLASSIFICATIONS

The following labor classifications are applicable to this RFP:

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

G. REFERENCES

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

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

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

The City shall rely on references as part of the evaluation process. The City reserves the right to take any or all of the following actions: reject a proposal based on an unsatisfactory reference(s); contact any person or persons associated with the reference; request additional references; contact organizations known to have used the Consultant in the past or are currently using 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.

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, 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. 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 F. 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 F. 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

Grant Agreement Requirements

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	County of San Diego	571567	Healthy Cities, Healthy Residents: Complete Streets – CalFresh Healthy Living Program	Exhibit I

Each of above-referenced Grant Agreements are hereby incorporated into the Contract (attached as Exhibits E-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 Agreement terms, the additional Grant Agreement terms shall apply. In the event of a contradiction between the insurance terms of the Contract and the equivalent insurance terms in the Grant Agreements, the terms imposing the higher standards and levels of coverage shall apply. As an aide to the Consultant for distilling the various Grant Agreement terms , the significant Grant Agreement terms applicable to the Consultant include, but are not limited to:

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

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

With regards to the County of San Diego Healthy Cities, Healthy Residents: Complete Streets – CalFresh Healthy Living Program Grant Agreement (Exhibit I in the table above), sections 1.4 (Contractor's Agents and Employees or Subcontractors), more specifically see reference in section 1.4.2 stating this Contract shall require and comply with the provisions in Articles, 3,7,8,9,10,11,13,14 and 16, and section 4.6.1 of Article 4. Section 10.2 references Exhibit B and incorporates it into this Contract, the Insurance Requirements in Exhibit B are higher than what is required of the City, Consultant shall comply with all Exhibit B requirements. Section 16.5 incorporates all Exhibits to this Grant Agreement (A-D), Exhibit A section 6.5 requires State Mandatory Annual Civil Rights Training, Exhibit C details Payment Schedule and Exhibit D includes Additional Provisions.

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

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Document e-signed by Susan Huntington (susan.huntington@sandag.org)
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Document e-signed by Samantha Foulke (samantha.foulke@sandag.org)
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Adobe Acrobat Sign

Agreement completed.

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

Adobe Acrobat Sign

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

ATTACHMENT C
PASS-THROUGH PROVISIONS FROM REAP AGREEMENT

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

EXHIBIT D - REAP2 TERMS AND CONDITIONS

1. **Accounting and Records**

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

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

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

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

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

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

2. **Invoicing**

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

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

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

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

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

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

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

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

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

3. **Audits**

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

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

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

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

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

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

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

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

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

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

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

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

4. **Remedies and Non-performance**

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

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

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

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

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

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

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

H. Examples of a breach of this Agreement:

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

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

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

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

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

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

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

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

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

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

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

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

5. **Reporting**

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

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

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

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

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

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

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

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

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

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

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

6. **Indemnification**

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

7. **Waivers**

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

8. **Relationship of Parties**

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

9. **Third Party Contracts**

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

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

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

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

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

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

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

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

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

11. **Litigation**

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

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

12. **Changes in Terms/Amendments**

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

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

13. **State-Owned Data**

A. Definitions

1. Work:

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

2. Work Product:

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

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

B. Sharing of Work Product and Rights

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

14. **Special Conditions**

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

EXHIBIT F

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

SANDAG CONTRACT No. 6000330

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

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

SANDAG CONTRACT NO.6000330

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

The following recitals are a substantive part of this Agreement:

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, it is agreed as follows:

I. GRANT AWARD

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

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

II. PROJECT BUDGET

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

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

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

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

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

III. MATCHING FUNDS

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

A. Availability of Grant Funding

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

B. Reduction of Matching Funds

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

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

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

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

IV. PROJECT MANAGER

Subgrantee's Project Manager is Sean McGee.

The HAP Program Manager is Goldy Herbon.

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

V. NOTICE

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

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

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

VI. PROJECT IMPLEMENTATION

A. General

The Subgrantee agrees to carry out the Project as follows:

1. Project Description

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

2. Subgrantee's Capacity

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

3. Project Schedule

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

4. Project Implementation and Oversight Requirements

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

5. Changes to Project Scope of Work

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

B. Application of Laws

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

C. Changes in Project Performance

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

D. Licenses and Permits

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

E. Standard of Care

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

F. Third-Party Contracting

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

1. Competitive Procurement

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

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

2. Debarment

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

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

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

3. Flowdown

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

4. No SANDAG Obligations to Third Parties

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

5. Equipment Purchases

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

VII. ETHICS

A. Subgrantee Code of Conduct/Standards of Conduct

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

B. Personal Conflicts of Interest

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

C. Organizational Conflicts of Interest

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

D. SANDAG Code of Conduct

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

E. Bonus or Commission

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

F. False or Fraudulent Statements or Claims

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

VIII. PAYMENTS

A. Type of Payment

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

B. Alternate Payee

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

C. Invoicing

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

D. Eligible Costs

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

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

2. Necessary to accomplish the Project.

3. Reasonable for the goods or services purchased.

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

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

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

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

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

E. Excluded Costs

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

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

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

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

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

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

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

IX. ACCOUNTING, REPORTING, RECORD RETENTION, AND ACCESS

A. Project Accounts

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

B. Reports

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

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

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

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

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

5. Subgrantee is responsible for the following photo documentation:

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

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

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

C. Record Retention

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

D. Meeting Records

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

E. Access to Records of Subgrantees and Subcontractors

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

X. PROJECT COMPLETION, AUDIT, SETTLEMENT, AND CLOSEOUT

A. Project Completion

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

B. Project Audit

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

C. Performance Audit

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

D. Project Closeout

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

XI. TIMELY PROGRESS AND RIGHT OF SANDAG TO TERMINATE

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

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

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

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

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

XII. CIVIL RIGHTS

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

A. Nondiscrimination

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

B. Equal Employment Opportunity

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

XIII. DISPUTES AND VENUE

A. Choice of Law

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

B. Dispute Resolution Process

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

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

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

C. Venue

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

XIV. ASSIGNMENT

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

XV. INDEMNIFICATION AND HOLD HARMLESS

A. Generally

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

B. Intellectual Property

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

XVI. INDEPENDENT CONTRACTOR

A. Status of Subgrantee

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

B. Actions on Behalf of SANDAG

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

XVII. SEVERABILITY AND INTEGRATION

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

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

XVIII. SIGNATURES

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

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

SAN DIEGO ASSOCIATION OF GOVERNMENTS

Susan Huntington 03/12/2024

SUSAN HUNTINGTON
Director of Financial Planning, Budgets, and Grants

CITY OF SAN DIEGO

03/12/2024

CASEY SMITH
Deputy Chief Operating Officer

APPROVED AS TO FORM:

03/12/2024

Office of General Counsel

ATTACHMENT A
SCOPE OF WORK AND PROJECT BUDGET

See following page.

Scope of Work and Budget

Applicant Name: City of San Diego

Project Title: City Affordable Home Master Plan

Part I: Project Overview

Project Location: *Citywide*

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

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

Part II: Scope of Work and Budget

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

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

Scope of Work and Budget

Applicant Name: City of San Diego

Project Title: City Affordable Home Master Plan

Part I: Project Overview

Project Location: *Citywide*

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

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

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

Part III: Summary of Funding

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

Grant Percentage:	86.67%
Matching Funds Percentage:	13.33%

Part IV: Project Budget and Expenditures Per Fiscal Year

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

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

*Key

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

ATTACHMENT B
PROJECT SCHEDULE

See following page.

Project Schedule

Applicant Name: City of San Diego

Project Title: City Affordable Home Master Plan

Part II: Project Schedule

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

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

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

ATTACHMENT C

PASS-THROUGH PROVISIONS FROM REAP AGREEMENT

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

EXHIBIT D - REAP'2 TERMS AND CONDITIIONS

1. . Accountinn and Records

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

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

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

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

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

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

2. Invoicing

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

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

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

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

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

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

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

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

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

3. Audits

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

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

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

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

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

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

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

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

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

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

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

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

4. Remedies omd Non-pe:rtorm11nce

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Reporti11g1

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

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

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

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

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

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

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

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

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

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

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

6. Ind'emnificaflion

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

7. Waivers

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

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

8. Relationship of Parliies

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

9. Third Party Contracts

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

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

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

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

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

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

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

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

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

Lifligaflion

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

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

Chang:es in TennslAmend1nents

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

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

13. State·0Wned Data

A. Definitions

1.. Wor1\:

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

2. Wor1\Product:

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

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

B. Sharillg of Work Pmiduct and Rigll,ts

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

14. Spedal Condilions

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

ATTACHMENT D
PERFORMANCE MEASURES

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

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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)
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Document emailed to Casey Smith (cdsmith@sandiego.gov) for signature
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Email viewed by Casey Smith (cdsmith@sandiego.gov)
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Document e-signed by Casey Smith (cdsmith@sandiego.gov)
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2024-12-03 - 6:30:36 PM GMT

Document e-signed by Susan Huntington (susan.huntington@sandag.org)
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Document emailed to Samantha Foulke (samantha.foulke@sandag.org) for signature
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Document e-signed by Samantha Foulke (samantha.foulke@sandag.org)
Signature Date: 2024-12-04 - 1:57:11 AM GMT - Time Source: server

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

Adobe Acrobat Sign

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

ATTACHMENT C
PASS-THROUGH PROVISIONS FROM REAP AGREEMENT

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

EXHIBIT D - REAP2 TERMS AND CONDITIONS

1. **Accounting and Records**

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

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

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

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

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

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

2. **Invoicing**

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

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

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

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

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

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

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

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

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

3. **Audits**

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

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

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

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

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

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

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

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

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

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

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

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

4. **Remedies and Non-performance**

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

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

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

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

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

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

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

H. Examples of a breach of this Agreement:

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

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

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

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

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

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

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

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

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

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

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

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

5. **Reporting**

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

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

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

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

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

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

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

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

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

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

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

6. **Indemnification**

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

7. **Waivers**

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

8. **Relationship of Parties**

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

9. **Third Party Contracts**

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

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

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

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

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

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

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

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

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

11. **Litigation**

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

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

12. **Changes in Terms/Amendments**

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

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

13. **State-Owned Data**

A. Definitions

1. Work:

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

2. Work Product:

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

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

B. Sharing of Work Product and Rights

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

14. **Special Conditions**

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

EXHIBIT G

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

SANDAG CONTRACT No. 6000329

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

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

SANDAG CONTRACT NO. 6000329

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

The following recitals are a substantive part of this Agreement:

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, it is agreed as follows:

I. GRANT AWARD

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

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

II. PROJECT BUDGET

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

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

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

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

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

III. MATCHING FUNDS

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

A. Availability of Grant Funding

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

B. Reduction of Matching Funds

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

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

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

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

IV. PROJECT MANAGER

Subgrantee's Project Manager is Alex Frost.

The HAP Program Manager is Goldy Herbon.

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

V. NOTICE

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

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

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

VI. PROJECT IMPLEMENTATION

A. General

The Subgrantee agrees to carry out the Project as follows:

1. Project Description

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

2. Subgrantee's Capacity

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

3. Project Schedule

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

4. Project Implementation and Oversight Requirements

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

5. Changes to Project Scope of Work

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

B. Application of Laws

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

C. Changes in Project Performance

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

D. Licenses and Permits

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

E. Standard of Care

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

F. Third-Party Contracting

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

1. Competitive Procurement

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

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

2. Debarment

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

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

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

3. Flowdown

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

4. No SANDAG Obligations to Third Parties

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

5. Equipment Purchases

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

VII. ETHICS

A. Subgrantee Code of Conduct/Standards of Conduct

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

B. Personal Conflicts of Interest

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

C. Organizational Conflicts of Interest

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

D. SANDAG Code of Conduct

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

E. Bonus or Commission

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

F. False or Fraudulent Statements or Claims

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

VIII. PAYMENTS

A. Type of Payment

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

B. Alternate Payee

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

C. Invoicing

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

D. Eligible Costs

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

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

2. Necessary to accomplish the Project.

3. Reasonable for the goods or services purchased.

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

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

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

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

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

E. Excluded Costs

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

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

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

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

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

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

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

IX. ACCOUNTING, REPORTING, RECORD RETENTION, AND ACCESS

A. Project Accounts

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

B. Reports

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

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

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

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

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

5. Subgrantee is responsible for the following photo documentation:

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

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

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

C. Record Retention

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

D. Meeting Records

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

E. Access to Records of Subgrantees and Subcontractors

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

X. PROJECT COMPLETION, AUDIT, SETTLEMENT, AND CLOSEOUT

A. Project Completion

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

B. Project Audit

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

C. Performance Audit

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

D. Project Closeout

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

XI. TIMELY PROGRESS AND RIGHT OF SANDAG TO TERMINATE

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

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

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

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

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

XII. CIVIL RIGHTS

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

A. Nondiscrimination

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

B. Equal Employment Opportunity

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

XIII. DISPUTES AND VENUE

A. Choice of Law

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

B. Dispute Resolution Process

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

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

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

C. Venue

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

XIV. ASSIGNMENT

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

XV. INDEMNIFICATION AND HOLD HARMLESS

A. Generally

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

B. Intellectual Property

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

XVI. INDEPENDENT CONTRACTOR

A. Status of Subgrantee

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

B. Actions on Behalf of SANDAG

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

XVII. SEVERABILITY AND INTEGRATION

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

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

XVIII. SIGNATURES

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

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

SAN DIEGO ASSOCIATION OF GOVERNMENTS

Susan Huntington 06/12/2024

SUSAN HUNTINGTON
Director of Financial Planning, Budgets, and Grants

CITY OF SAN DIEGO

06/12/2024

CASEY SMITH
Deputy Chief Operating Officer

APPROVED AS TO FORM:

06/12/2024

Office of General Counsel

ATTACHMENT A
SCOPE OF WORK AND PROJECT BUDGET

See following page.

Scope of Work and Budget

Applicant Name: City of San Diego

Project Title: Mid-City Communities Plan Update

Part I: Project Overview

Project Location: The study area covers the Mid-City Communities in the City of San Diego, including Normal Heights, Kensington-Talmadge, City Heights, and Eastern Area and major east-west and north-south corridors that provide transit connections within communities and the City. Most of this area is within a half-mile of an existing or planned major transit stop and included in the plans for Next Gen Rapid and Commuter Rail.

Brief Project Summary: The project aims to deliver a new land use plan that increases opportunities for infill development in transit-rich communities of Mid-City San Diego. Our focus is on promoting fair housing, expanding capacities for new homes in mobility hubs, and fostering a healthier, more sustainable community through robust public engagement with the support of community-based organizations.

Part II: Scope of Work and Budget

Task No.	Task Description	Outcome/Output	Deliverables	HAP Grant Amount	Matching Funds Amount	Total Project Cost
1	Project Management	Task Orders, project status meetings, meeting agendas/minutes, status reports/invoices, interagency coordination	Draft Task Orders and Final Task Orders	$ 75,000.00	$ 12,500.00	$ 87,500.00
2	Public Engagement	Over a dozen Community Conversations and public forums (pop-up, focus group, stakeholder interviews, youth engagement activities, Mid-City working group, workshops, and open office hours)	Engagement Summary Report	$ 100,000.00	$ 25,000.00	$ 125,000.00
3	Technical Studies	Preparation of key technical studies related to land use, urban design, economic, historic & cultural resources, public spaces, and mobility,	Technical Studies	$ 300,000.00	$ 25,000.00	$ 325,000.00
4	Land Use Options	A First Draft of Land Use Options and Alternatives to inform the First Draft Community Plan	Options and Alternatives Report	$ 100,000.00	$ 13,000.00	$ 113,000.00
5	First Draft Community Plan	A Draft Community Plan	First Draft Community Plan	$ 60,000.00	$ 12,000.00	$ 72,000.00
6	Proposed Zoning	A Proposed Zoning Map to Implement the updated Community Plan	Draft Zoning Map	$ 15,000.00	$ 12,500.00	$ 27,500.00
			TOTAL PROJECT COST:	**$ 650,000.00**	**$ 100,000.00**	**$ 750,000.00**

Part III: Summary of Funding

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

Grant Percentage:	86.67%
Matching Funds Percentage:	13.33%

ATTACHMENT B
PROJECT SCHEDULE

See following page.

Project Schedule

Applicant Name: City of San Diego

Project Title: Mid-City Communities Plan Update

Part II: Project Schedule

Task No.	Task Description	Start Date	End Date	Duration
1	Issue Task Order for Consultant Team	1	17	17
2	Public Outreach	3	17	14
3	Technical Studies	3	17	14
4	Land Use Options	1	17	17
5	First Draft Community Plan	11	17	6
6	Proposed Zoning	13	17	4
	Total Project Duration (In Months from NTP):			**17**

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

ATTACHMENT C
PASS-THROUGH PROVISIONS FROM REAP AGREEMENT

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

EXHIBIT D - REAP'2 TERMS AND CONDITIIONS

1. . Accountinn and Records

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

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

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

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

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

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

2. Invoicing

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

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

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

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

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

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

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

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

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

3. Audits

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

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

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

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

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

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

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

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

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

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

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

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

4. Remedies omd Non-pe:rtorm11nce

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Reporti11g1

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

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

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

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

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

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

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

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

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

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

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

6. Ind'emnificaflion

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

7. Waivers

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

8. Relationship of Parliies

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

9. Third Party Contracts

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

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

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

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

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

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

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

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

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

Lifligaflion

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

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

Chang·es in TennslAmend1nents

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

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

13. State·0Wned Data

A. Definitions

1.. Wor1\:

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

2. Wor1\Product:

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

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

B. Sharillg of Work Pmiduct and Rigll,ts

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

14. Spedal Condilions

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

ATTACHMENT D
PERFORMANCE MEASURES

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

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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)
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Document emailed to Casey Smith (cdsmith@sandiego.gov) for signature
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Document e-signed by Samantha Foulke (samantha.foulke@sandag.org)
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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

AGREEMENT WITH CITY OF SAN DIEGO FOR HEALTHY CITIES, HEALTHY RESIDENTS: COMPLETE STREETS – CALFRESH HEALTHY LIVING PROGRAM

COUNTY CONTRACT No. 571567

COUNTY CONTRACT NUMBER 571567
AGREEMENT WITH CITY OF SAN DIEGO FOR
HEALTHY CITIES, HEALTHY RESIDENTS: COMPLETE STREETS – CALFRESH HEALTHY LIVING PROGRAM

This agreement ("Agreement") is made and entered into effective as of the date of the last signature on the signature page by and between the County of San Diego, a political subdivision of the State of California ("County") and City of San Diego, a government entity, located at 202 C Street, Floor 5, San Diego, CA 92101 ("Contractor"), with reference to the following facts:

RECITALS

A. Pursuant to the San Diego County Administrative Code section 401, the County's Director of the Department of Purchasing and Contracting is authorized to award a contract for Healthy Cities, Healthy Residents: Complete Streets – CalFresh Healthy Living Program.

B. Contractor is specially trained and possesses certain skills, experience, education, and competency to perform these services.

C. The Chief Administrative Officer made a determination that Contractor can perform the services more economically and efficiently than the County, pursuant to section 703.10 of the County Charter.

D. The Agreement shall consist of this document, Exhibit A Statement of Work, Exhibit B Insurance Requirements, Exhibit C Payment Schedule, and Exhibit D Additional Provisions. In the event of a conflict between any provisions of this Agreement, the following order of precedence shall govern: First (1st) this document; Second (2nd) Exhibit B; Third (3rd) Exhibit A; Fourth (4th) Exhibit C, and Fifth (5th) Exhibit D.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1
PERFORMANCE OF WORK

1.1 Standard of Performance. Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, training, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by County, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.

1.2 Contractor's Representative. The person identified on the signature page ("Contractor's Representative") shall ensure that Contractor's duties under this Agreement shall be performed on behalf of the Contractor by qualified personnel; Contractor represents and warrants that (1) Contractor has fulfilled all applicable requirements of the laws of the State of California to perform the services under this Agreement and (2) Contractor's Representative has full authority to act for Contractor hereunder. Contractor and County recognize that the services to be provided by Contractor's Representative pursuant to this Agreement are unique: accordingly, Contractor's Representative shall not be changed during the Term of the Agreement without County's written consent. County reserves the right to terminate this Agreement pursuant to section 7.1 "Termination for Default" if Contractor's Representative should leave Contractor's employ, or if, in County's judgment, the work hereunder is not being performed by Contractor's Representative.

1.3 Contractor as Independent Contractor. Contractor is, for all purposes of this Agreement, an independent contractor, and neither Contractor nor Contractor's employees or subcontractors shall be deemed to be employees of the County. Contractor shall perform its obligations under this Agreement according to the Contractor's own means and methods of work, which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by County except as to the results of the work. County hereby delegates to Contractor any and all responsibility for the safety of Contractor's employees, which shall include inspection of property to identify potential hazards. Neither Contractor nor Contractor's employees or subcontractors shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers' compensation benefits and injury leave.

1.4 Contractor's Agents and Employees or Subcontractors. Contractor shall obtain, at Contractor's expense, all agents, employees, subcontractors, and consultants required for Contractor to perform its duties under this Agreement, and all such services shall be performed by Contractor's Representative, or under Contractor's Representatives' supervision, by persons authorized by law to perform such services. Retention by Contractor of any agent, employee, subcontractor, or consultant shall be at Contractor's sole cost and expense, and County shall have no obligation to pay Contractor's agents, employees subcontractors, or consultants; to support any such person's or entity's claim against the Contractor; or to defend Contractor against any such claim.

In the event any subcontractor or consultant is utilized by Contractor for any portion of the project, Contractor retains the prime responsibility for carrying out all the terms of this Agreement, including the responsibility for performance and ensuring the availability and retention of records of subcontractors and consultants in accordance with this Agreement.

1.4.1 "Related Subcontract" means an agreement to furnish, or the furnishing of, supplies, materials, equipment, or services of any kind to Contractor or any higher tier subcontractor in the performance of some or all of the work in this Agreement. Related Subcontracts includes consultant agreements, which are defined as agreements for services rendered, or the rendering of services, by persons who are members of a particular profession or possess as special skill and who are not officers or employees of the Contractor. Examples include those services acquired by Contractor or a subcontractor in order to enhance their legal, economic, financial, or technical positions. Professional and consultant services are generally acquired to obtain information, advice, opinions, alternatives, conclusions, recommendations, training, or direct assistance, such as studies, analyses, evaluations, liaison with government officials, or other forms or representation. Related Subcontracts shall not include agreements for ancillary goods or services, or consulting services intended to support Contractor in a general manner not specific to the work performed under this Agreement. "Related Subcontractor" means an individual or entity holding or performing a Related Subcontract.

1.4.2 Required Subcontract Provisions: Contractor shall notify all Related Subcontractors of Contractor's relationship to County. Contractor shall include in its Related Subcontracts and require Related Subcontractors' compliance with the provisions of Articles 3, 7, 8, 9, 10, 11, 13, 14 and 16, and section 4.6.1 of Article 4, hereunder except altered as necessary for proper identification of the contracting parties.

1.4.3 Contractor shall provide COR with copies of all Related Subcontracts entered into by Contractor within thirty (30) days after the effective date of the Related Subcontract, or within thirty (30) days of the effective date of this Agreement if such Related Subcontract is already in existence at that time.

1.4.4 County Approval: Any Related Subcontract that is in excess of fifty thousand dollars ($50,000) or twenty five percent (25%) of the value of this Agreement, whichever is less; or a combination of Related Subcontracts to the same individual or firm for the Agreement period, the aggregate of which exceeds fifty thousand dollars ($50,000) or twenty five percent (25%) of the value of this Agreement, whichever is less; or any Related Subcontract for professional medical or mental health services, regardless of value, must have prior concurrence of the COR.

1.5 Offshore Prohibition. Except where Contractor obtains the County's prior written approval, Contractor shall perform the work of this Agreement only from or at locations within the United States. Any County approval for the performance of work outside of the United States shall be limited to the specific instance and scope of such written approval, including the types of work and locations involved. Notwithstanding the foregoing, this section shall not restrict the country or countries of origin of any assets purchased to provide the work hereunder; provided that when such assets are used to provide the work, such assets shall be used only from or at locations within the geographic boundaries of the United States.

1.6 DVB Participation. If this Agreement resulted from a solicitation containing Disabled Veteran Business ("DVB") requirements and forms, such requirements and Contractor's submitted forms are incorporated herein by reference to the extent not included as an Exhibit to this Agreement. Contractor shall make all commercially reasonable efforts to comply with all such DVB requirements, including meeting the DVB Percent of Utilization on Contractor's DVB Subcontractor Participation Plan. Contractor shall maintain a rate of DVB utilization throughout the term of this Agreement that is reasonably in alignment with the progress of the Agreement (e.g., term, utilization, deliverables). Contractor shall provide to County, upon request, documentation sufficient to verify Contractor's compliance with such requirements.

If in County's determination, Contractor is not in compliance with all DVB requirements, County may take corrective action, which may include (i) requiring Contractor to submit a corrective action plan acceptable to County detailing actions the Contractor will take to fulfill its DVB requirements and/or (ii) withholding of payments to Contractor equivalent to the amount of DVB underutilization. Such corrective actions shall be in addition to any other remedies the County may have under this Agreement or at law or equity.

1.7 Preferred Vendor. If this Agreement resulted from a solicitation where Contractor claimed Preferred Vendor status in its response per section 405 of the San Diego County Administrative Code, Contractor shall perform a commercially useful function (as that term is defined in California Military and Veterans Code § 999 or successor statute) throughout the term of this Agreement.

ARTICLE 2
SCOPE OF WORK

2.1 Statement of Work. Contractor shall perform the work described in the "Statement of Work" attached as Exhibit A to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by County.

2.1.1 Evaluation Studies. Contractor shall participate as requested by the County in research and/or evaluative studies designed to show the effectiveness and/or efficiency of Contractor services or to provide information about Contractor's project.

2.1.2 Health Insurance. If Contractor provides direct services to the public under this Agreement, Contractor shall ask if clients and any minor(s) for whom clients are responsible have health insurance coverage. If the response is "no" for client or minor(s) the Contractor shall refer the client to Covered California at https://www.coveredca.com/ or to 1-800-300-1506.

2.1.3 Behavioral Health Services Funding Source Requirements. Contractor shall adhere to all Behavioral Health Services policies and requirements, and any modifications thereof, applicable to the type of work performed and funding source(s) involved. The terms of this Agreement shall take precedence over any conflicting terms in such policies and requirements, and Contractor shall promptly notify the COR upon discovery of any such conflict. Such policies and requirements can be found at https://optumsandiego.com/ and include, but are not limited to, the following:

2.1.3.1 Mental Health Services

2.1.3.1.1 Organizational Provider Operations Handbook (OPOH)

2.1.3.1.2 Financial Eligibility and Billing Procedures – Organizational Providers Manual

2.1.3.2 Substance Use Disorder Services (Alcohol and Drug Services)

2.1.3.2.1 Substance Use Disorder Provider Operations Handbook

2.1.3.2.2 Drug Medi-Cal Billing Manual

2.2 Right to Acquire Equipment and Services. Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.

2.3 Responsibility for Equipment. County shall not be responsible nor be held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Contractor or any of Contractor's employees, even though such equipment may be furnished, rented, or loaned to Contractor by County. The acceptance or use of any such equipment by Contractor or Contractor's employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify, and hold harmless County from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of Contractor, other Contractors, County, or other persons. Equipment includes, but is not limited to material, computer hardware and software, tools, or other things.

2.3.1 Contractor shall repair or replace, at Contractor's expense, all County equipment or fixed assets that are damaged or lost as a result of Contractor negligence.

2.4 Non-Expendable Property Acquisition. County retains title to all non-expendable property provided to Contractor by County, or which Contractor may acquire with funds from this Agreement if payment is on a cost reimbursement basis, including property acquired by lease purchase Agreement. Contractor may not expend funds under this Agreement for the acquisition of non-expendable property having a unit cost of $5,000 or more and a normal life expectancy of more than one year without the prior written approval of COR. Contractor shall maintain an inventory of non-expendable equipment, including dates of purchase and disposition of the property. Inventory records on non-expendable equipment shall be retained, and shall be made available to the County upon request, for at least three years following date of disposition. Non-expendable property that has value at the end of the Agreement (e.g. has not been depreciated so that its value is zero), and to which the County may retain title under this paragraph, shall be disposed of at the end of the Agreement as follows: At County's option, it may: 1) have Contractor deliver to another County contractor or have another County contractor pick up the non-expendable property; 2) allow Contractor to retain the non-expendable property provided that Contractor submits to the County a written statement in the format directed by the County of how the non-expendable property will be used for the public good; or 3) direct the Contractor to return to the County the non-expendable property.

ARTICLE 3
DISENTANGLEMENT

3.1 General Obligations.

Upon the expiration or termination of all or a portion of the services provided hereunder ("Transitioning Services,"), the County may elect to have such services, substantially similar services, or follow-on services ("Disentangled Services") performed by County or one or more separate contractors ("Replacement Provider"). Contractor shall take all actions necessary to accomplish a complete and timely transition of the Disentangled Services ("Disentanglement") without any material impact on the services. Contractor shall cooperate with County and otherwise take all steps reasonably required to assist County in effecting a complete and timely Disentanglement. Contractor shall provide Replacement Provider with all information regarding the services and any other information needed for Disentanglement.

Contractor shall provide for the prompt and orderly conclusion of all work required under this Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly Disentanglement.

3.2 Disentanglement Process.

Contractor and County shall discuss in good faith a plan for Contractor's Disentanglement that shall not lessen in any respect Contractor's Disentanglement obligations.

If County requires the provision of Transitioning Services after expiration or termination of the Agreement or Disentanglement work not otherwise required under this Agreement, for which additional compensation will be due, such services shall be compensated at: (i) the applicable rates in Agreement or a reasonable pro-rata of those prices, or (ii) if no applicable rates apply, no more than Contractor's costs. Such work must be approved in writing by County approval of a written Disentanglement plan or separately in writing and is subject to the Compensation clause on the signature page.

Contractor's obligation to provide Disentanglement services shall not cease until all Disentanglement obligations are completed to County's reasonable satisfaction, including the performance by Contractor of all Specific Obligations of Contractor. County shall not require Contractor to perform Transitioning Services beyond 12 months after expiration or termination, provided that Contractor meets all Disentanglement obligations and other obligations under Agreement.

3.3 Specific Obligations.

The Disentanglement shall include the performance of the following specific obligations ("Specific Obligations"):

3.3.1 No Interruption or Adverse Impact

Contractor shall cooperate with County and Replacement Provider to ensure a smooth Disentanglement, with no interruption of or adverse impact to Disentangled Services, Transitioning Services, other work required under the Agreement, or services provided by third parties.

3.3.2 Client Authorizations.

Contractor shall obtain from clients served by Contractor all client consents or authorizations legally necessary to transfer client data to Replacement Provider.

3.3.3 Leases, Licenses, and Third-Party Agreements.

Contractor shall procure at no charge to County all authorizations necessary to grant Replacement Provider the use and benefit of any third-party agreements pending their conveyance or assignment to Replacement Provider.

Contractor, at its expense, shall convey or assign to Replacement Provider leases, licenses, and other third-party agreements procured under this Agreement, subject to written approval of the Replacement Provider (and County, if Replacement Provider is other than County).

Without limiting any other provision of this Agreement, Contractor shall reimburse County for any losses resulting from Contractor's failure to comply with any terms of any third-party agreements prior to the date of conveyance or assignment.

3.3.4 Return, Transfer, and Removal of Assets.

Contractor shall return to County all County assets in Contractor's possession, pursuant to section 2.4 of this Agreement.

County shall be entitled to purchase at net book value Contractor assets used primarily for the provision of Disentangled Services to or for County, other than those assets expressly identified as not being subject to this provision. Contractor shall promptly remove from County's site any Contractor assets that County, or its designee, chooses not to purchase under this provision.

3.3.5 Delivery of Documentation.

Notwithstanding section 13.5 of this Agreement, and without limiting Contractor's obligations thereunder, Contractor shall deliver to Replacement Provider (and/or County, if Replacement Provider is other than County), all documentation and data necessary for Disentanglement.

ARTICLE 4
COMPENSATION

County will pay Contractor in accordance with Exhibit C Payment Schedule and this Article 4, for the work specified in Exhibit A Statement of Work (SOW), not to exceed the maximum compensation as set forth on signature page. Contractor shall employ and maintain an accounting and financial system to effectively monitor and control costs and assure accurate invoicing and performance under this Agreement.

4.1 General Principles. Contractor shall comply with generally accepted accounting principles, good business practices, San Diego County Code of Administrative Ordinances section 472, and the cost principles published by the federal Office of

Management and Budget (OMB), including 2 CFR 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS "The Uniform Guidance," which can be viewed at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl. Contractor shall comply with all applicable federal, State, and other funding source requirements, Contractor shall, at its own expense, furnish all cost items associated with this Agreement except as specifically stated herein to be furnished by County.

4.1.1 Fiscal Year. The County's fiscal year runs from July 1 through June 30 ("County Fiscal Year").

4.2 Compensation.

4.2.1 Contractor shall be entitled to compensation only upon completion and acceptance of a deliverable or portion of work as described in the Payment Schedule ("Services"). Services shall include any additional or as-needed services specified in the SOW and Pricing Schedule and pre-approved in writing by COR or authorized by County task order issued in accordance with this Agreement ("As-Needed Services").

4.2.1.1 Contractor shall be entitled to reimbursement for incidental expenses associated with any such portions of the work only when specifically allowed for in the SOW and Pricing Schedule ("Reimbursable Expenses"), and only upon completion and acceptance of the Services for which they were incurred unless earlier reimbursement is otherwise authorized under this Agreement. Compensation for Reimbursable Expenses shall be at cost.

4.2.1.2 Where travel, lodging, or meal expenses ("Travel Expenses") are allowable Reimbursable Expenses, rates must not exceed County-authorized rates set forth in San Diego County Administrative Code section 472. Should Contractor incur Travel Expenses greater than the County-authorized rates, Contractor shall not be entitled to reimbursement for the difference between the County-authorized rate for each category and the actual cost.

4.3 Invoices.

4.3.1 Contractor shall invoice monthly for completed and accepted Services performed in the prior month.

4.3.2 Contractor shall submit invoices to the COR that are completed and submitted in accordance with written COR instructions and are in compliance with all Agreement terms.

4.3.2.1 Contractor shall provide accurate invoices with sufficient detail and supporting documentation for County verification. Invoices must reference the Agreement number (and task order, if applicable), contain a detailed listing of each deliverable or portion of work, including the pay point, target, accomplishment, unit price, percentage completion, and appropriate calculations where applicable.

4.3.2.2 Contractor invoices shall include the following language:

I certify, under penalty of perjury under the laws of the State of California, that the deliverables and/or services invoiced were delivered and/or performed specifically for this Agreement in accordance with and compliance to all terms and conditions set forth therein.

4.3.3 Contractor requests for payment of authorized Reimbursable Expenses must be included in the invoice for the associated Services, unless previously invoiced in accordance with this Agreement.

4.4 Payments. Contractor shall be entitled to payment only upon County approval of a correct and substantiated invoice. Payment terms are, unless otherwise specified by County, thirty (30) days from the later of: (i) performance of work under the Agreement entitling Contractor to payment, (ii) County receipt of a correct and substantiated invoice, and (iii) County receipt of all substantiating information. The County at its sole discretion may issue partial payment where only a portion of an invoice is correct and substantiated. Payment shall be deemed to have been made on the date that County submits electronic payment or mails a warrant or check. The County is precluded from making payments prior to receipt of services (advance payments).

4.5 Full Compensation. The compensation set forth in this Agreement shall constitute the full and complete payment for Contractor's performance of the services set forth herein. Contractor shall not be entitled to any additional payment for services rendered. Contractor shall not be entitled to any compensation, reimbursement, ancillary benefits, or other consideration for services rendered beyond that specified in Agreement.

4.6 Prompt Payment for Vendors and Subcontractors

4.6.1 Unless otherwise set forth in this section 4.6, Contractor shall promptly pay Related Subcontractors for satisfactory performance of work required by this Agreement. Such prompt payment shall be no later than thirty (30) days after Contractor receives payment for such services from County, and Contractor shall apply such payments to the payment of the Related Subcontractor(s) that performed the work.

4.6.2 If Contractor determines that any payment otherwise due such Related Subcontractor is subject to withholding in accordance with a Related Subcontract, Contractor shall:

4.6.2.1 Provide written notice to the Related Subcontractor and COR within three (3) business days of such withholding stating the amount to be withheld, the basis for the withholding, and, if applicable, the cure required of the Related Subcontractor in order to receive payment of the amounts withheld; and

4.6.2.2 Reduce the Related Subcontractor's payment by an amount not to exceed the amount specified in the notice furnished under paragraph 4.6.2.1 above.

4.6.3 Contractor shall not include in any invoice to the County amounts that the Contractor has withheld or intends to withhold from a Related Subcontractor for failure to satisfactorily perform work in a manner required by this Agreement. If such withholding determination is made after submitting an invoice to the County, Contractor shall submit to County a revised invoice omitting or crediting such amount. Contractor shall not include such amounts in any subsequent invoices unless the Related Subcontractor has cured the basis for withholding.

4.7 Partial Payment. Contractor shall be paid only for work performed in accordance with this Agreement. If Contractor fails to perform a portion of the work or fails to perform some or all of the work in accordance with this Agreement, County, at its sole discretion, may provide partial payment to Contractor to reflect the reasonable value of work properly performed.

4.8 Withholding of Payment. Without limiting any other provision of this Agreement, County may withhold payment, in whole or in part, if any of the following exist:

4.8.1 Missing Information. Contractor has not provided to County any reports, data, audits, or other information required for Agreement administration, for reporting or auditing purposes, or by State, federal, or other funding source.

4.8.2 Misrepresentation. Contractor, with or without knowledge, made any misrepresentation of a substantial and material nature with respect to any information furnished to County

4.8.3 Unauthorized Actions by Contractor. Contractor took any action under this Agreement that required County approval without having first received such approval.

4.8.4 Breach. In the County's determination, Contractor is, or at the time of performance was, in breach of any of the terms of this Agreement.

4.8.5 Wage Theft. Contractor has a judgment rendered against it by the California Division of Labor Standards Enforcement (DLSE), other state labor compliance body, or the United States Department of Labor that is unsatisfied. In such event, County may withhold payment from Contractor in the amount of such unsatisfied judgment until such judgment has been discharged.

4.9 Disallowance. County may disallow payment at any time if it determines that the basis for the payment is or was not eligible for compensation under this Agreement. If County makes payment to Contractor that is later disallowed by the County, State or federal government, or other funding source, County shall be entitled to prompt recovery of funds in accordance with Article 12.

4.10 Maximum Price. During the performance period of this Agreement, the maximum price for the same or similar items and/or services shall not exceed the lowest price at which Contractor then offers the items and/or services to its most favored customer.

4.11 Overpayments. If Contractor becomes aware of a duplicate contract financing or invoice payment or that County has otherwise overpaid on a contract financing or invoice payment, Contractor shall immediately notify the COR and County shall be entitled to prompt recovery of funds in accordance with Article 12.

4.12 Availability of Funding. The County's obligation for payment under this Agreement is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond the end of the County Fiscal Year for which funds are designated by the County. In the event that federal, State, or County funding ceases or is reduced, the County shall, in its sole discretion and without limiting any other provision of this Agreement, have the right to terminate or suspend this Agreement, or to reduce compensation and service levels proportionately.

4.13 Rate of Expense. Contractor shall control its rate of expense throughout the term of this Agreement such that it is reasonably in alignment with the progress of the Agreement, inclusive of term, achievement towards objectives, anticipated revenue, deliverables, and other applicable factors. Contractor shall provide to County, upon request, documentation sufficient to verify Contractor's compliance with such requirements.

4.13.1 Contractor shall promptly inform the COR if its rate of expense exceeds, or is anticipated to exceed, the progress of this Agreement or would result in expenses that exceed the maximum Agreement amount or budget. In no event, however, shall Contractor's invoiced amounts exceed the maximum Agreement amount or budget.

4.13.2 If the Agreement term, Initial Term, or any Option Period originates in one County Fiscal Year and ends in another County Fiscal Year, Contractor shall not exceed the amounts reasonably allocated to each of the County Fiscal Years based on the monthly budget or other rate of expense.

ARTICLE 5
AGREEMENT ADMINISTRATION

5.1 The Director of the Department of Purchasing and Contracting or designated Department of Purchasing and Contracting official is the contracting officer for this Agreement ("Contracting Officer").

5.2 County's Agreement Administrator. The County has designated the individual identified on the signature page as the Contracting Officer's Representative ("COR"), The COR will coordinate the County's administration of this Agreement.

1.2.1 The COR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor services, and provide other technical guidance as required.

1.2.2 The COR is not authorized to make Changes to this Agreement, except for administrative adjustments, such as line-item budget changes or adjustments to the service requirements. that do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement Term, or the total Agreement price ("Administrative Adjustments"). Each Administrative Adjustment shall be in writing and signed by COR and Contractor.

5.3 Agreement Progress Meeting. The COR and other County personnel, as appropriate, will meet periodically with the Contractor to review the Agreement performance, with the COR serving as meeting chair. At these meetings the COR will apprise the Contractor of how the County views the Contractor's performance and the Contractor will apprise the County of problems, if any, being experienced. The Contractor shall also notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers being over and above the requirements of the Agreement. Appropriate action shall be taken to resolve outstanding issues. The minutes of these meetings will be reduced to writing and signed by the COR and the Contractor. Should the Contractor not concur with the minutes, the Contractor shall set out in writing any area of disagreement within 10 days. Appropriate action will be taken to resolve any areas of disagreement.

ARTICLE 6
CHANGES

6.1 Changes. Changes to this Agreement may only be made by Administrative Adjustment, Change Order, or amendment, in accordance with this Article 6. No other modification of this Agreement shall be valid.

6.1.1 Administrative Adjustment. Changes that do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement Term, or the total Agreement price of the Agreement, such as line-item budget changes or adjustments to the service requirements, ("Administrative Adjustments") may be made if in writing and signed by COR and Contractor

6.1.2 Change Order. The County may at any time, by written order, make Changes within the general scope of this Agreement ("Change Order"). If any Change Order causes an increase or decrease in the cost or time required for the performance of the work under this Agreement, an equitable adjustment shall be made to the price, delivery schedule, or both.

6.1.2.1 Contractor must assert any claim for equitable adjustment within thirty (30) days from the date of receipt by the Contractor of the Change Order; however, the Contracting Officer may receive and act upon any such claim asserted at any time prior to final payment under this Agreement where the facts justify such action. Where the cost of property made obsolete or excess as a result of a Change Order is included in the Contractor's claim for equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any equitable adjustment shall be a dispute concerning a question of fact within the meaning of Article 15 "Disputes". However, nothing in this section shall excuse the Contractor from proceeding with this Agreement as changed.

6.1.3 Amendment. The County and Contractor may modify this Agreement by written amendment signed by the Contracting Officer and Contractor.

ARTICLE 7
SUSPENSION, DELAY, AND TERMINATION

7.1 Termination for Default. In the event of Contractor's breach of this Agreement, County shall have the right to terminate this Agreement in whole or in part.

7.1.1 Prior to termination for default, Contracting Officer will send Contractor written notice specifying the default. Contractor shall have ten (10) days from issuance (unless a different time is given in the notice) to respond to the notice as directed by County to acknowledge the default or show cause as to why Contractor is not in default. Such notice may provide Contractor the opportunity to cure the default or to demonstrate progress towards curing the default. If Contractor fails to respond, or

if Contractor's response is not satisfactory to the County, County may terminate this Agreement for default upon written notice from Contracting Officer.

7.1.2 If County determines that the default contributes to the curtailment of an essential service; poses an immediate threat to life, health, or property; or constitutes fraud or other serious misconduct, County may terminate this Agreement for default by written notice from the Contracting Officer without the notice described in section 7.1.2 above.

7.1.3 In the event of termination for default, all finished or unfinished documents, and other materials, prepared by Contractor under this Agreement shall become the sole and exclusive property of County.

7.1.4 If, after termination for default, it is determined for any reason that Contractor was not in default under this Agreement, the rights and obligations of the parties shall be the same as if terminated for convenience under section 7.5 "Termination for Convenience."

7.2 RESERVED

7.3 Failure to Perform. Contractor shall immediately notify the COR upon learning that it has, or that it is reasonably foreseeable that it will, fail to perform or timely perform its obligations under this Agreement for any reason, including, but not limited to, a labor dispute, emergency, epidemic, pandemic, or supply chain shortage. In such event, Contractor shall, upon request, prepare and deliver to the COR a written mitigation plan. Nothing in this section relieves the Contractor of its obligations under this Agreement.

7.4 Reduction in Funding. In the event there is a reduction of funds made available by County to Contractor under this or subsequent agreements, the County of San Diego and its departments, officers and employees shall incur no liability to Contractor and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly or from such action.

7.5 Termination for Convenience. The County may, by written notice from Contracting Officer, terminate this Agreement for convenience, in whole or in part, at any time. Upon receipt of such notice, Contractor shall promptly report to County all undelivered or unaccepted work performed in accordance with this Agreement prior to termination ("Incomplete Work"). Contractor may, at County's option, be required to complete some or all Incomplete Work during Disentanglement.

7.5.1 The County shall pay Contractor as full compensation for work performed and costs of termination:

7.5.1.1 The unit or pro rata price for any delivered and accepted portion of the work.

7.5.1.2 Actual and reasonable Contractor costs for Incomplete Work not mitigable or otherwise recoverable by Contractor. Such compensation shall not exceed the unit or pro rata price due to Contractor had the work been completed.

7.5.2 In no event shall the County be liable for any loss of profits or any other consequential damages.

7.5.3 County's termination of this Agreement for convenience shall not preclude it from changing the termination to a default, as set forth in section 7.1 of this Agreement, nor from taking any action in law or equity against Contractor for:

7.5.3.1 Fraud, waste, or abuse of Agreement funds, or

7.5.3.2 Improperly submitted claims, or

7.5.3.3 Any failure to perform the work in accordance with the Statement of Work, or

7.5.3.4 Any breach of any term or condition of the Agreement, or

7.5.3.5 Any actions under any warranty, express or implied, or

7.5.3.6 Any claim of professional negligence, or

7.5.3.7 Any other matter arising from or related to this Agreement, whether known, knowable, or unknown before, during, or after the date of termination.

7.6 Suspension of Work. The Contracting Officer may order Contractor, in writing, to suspend, delay, or interrupt all or part of the work of this Agreement for the period of time that the Contracting Officer determines appropriate. County reserves the right to prohibit, without prior notice, Contractor or Contractor's employees, directors, officers, agents, subcontractors, vendors, consultants, or volunteers from 1) accessing County data systems and County owned software applications, including websites, domain names, platforms, physical files, 2) treating County's patients, clients, or facility residents, or 3) providing any other services under this Agreement.

ARTICLE 8
COMPLIANCE WITH LAWS AND REGULATIONS

8.1 Compliance with Laws and Regulations. Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.

8.2 Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.

8.3 Equal Opportunity. Contractor shall comply with federal and State equal employment opportunity laws, including, but not limited to, the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.

8.4 Affirmative Action. Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request by COR or from the County of San Diego Internet website (www.sandiegocounty.gov).

8.5 Non-Discrimination. Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, physical or mental disability, political affiliation or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d), section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C 324), section 504 of the Rehabilitation Act of 1973, The Civil Rights Restoration Act of 1987 (P.L. 100-209), Executive Order 12898 (February 11, 1994), Executive Order 13166 (August 16, 2000), Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-e), the Age Discrimination Act of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (section 11135, et seq.) of the California Government Code, Title 9, Division 4, Chapter 6 (section 10800, et seq.) of the CCR and California Dept of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.

8.6 AIDS Discrimination. Contractor shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of, the use of any County facility or participation in any County funded or supported service or program on the grounds that such person has Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) as those terms are defined in Title 3, Division 2, Chapter 8, section 32.803, of the San Diego County Code of Regulatory Ordinances.

8.7 American with Disabilities Act (ADA) 1990. Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations, and telecommunications services in compliance with the Americans with Disabilities Act (ADA), the California Fair Employment and Housing Act (FEHA), and California Administrative Code Title 24.

8.8 Political Activities Prohibited. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither this Agreement nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.

8.9 Lobbying. Contractor agrees to comply with the lobbying ordinances of the County and to assure that its officers and employees comply before any appearance before the County Board of Supervisors. Except as required by this Agreement, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and federal Legislatures, the Board of Supervisors of the County, or before any other local governmental entity. This provision shall not preclude Contractor from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.

8.9.1 Byrd Anti-Lobbying Amendment. In accordance with 31 U.S.C. 1352 and related regulations, (a) Contractor certifies, and shall require each lower-tier recipient (as that term is defined in 31 U.S.C. 1352) to certify to the tier above, that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any covered Federal contract, grant or any other award covered by 31 U.S.C. 1352, and (b) Contractor shall disclose, and shall require each lower-tier recipient to disclose to the tier above, any lobbying with non-Federal funds that takes place in connection with obtaining any covered Federal award.

8.10 Religious Activity Prohibited. There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.

8.11 Audit Requirement.

8.11.1 Contractor shall annually engage a Licensed Certified Public Accountant licensed to perform audits and attests in the State of California to conduct an annual financial audit of the organization. Contractors that expend $750,000 or more of federal grant funds per year shall also have an audit conducted in compliance with Government Auditing Standards, which includes Single Audit Act Amendments and the Compliance Supplement (2 CFR part 200 App. XI). Contractors that are commercial organizations (for-profit) are required to have a non-federal audit if, during its fiscal year, it expended a total of $750,000 or more under one or more HHS awards. 45 CFR part 74.26(d) incorporates the threshold and deadlines of the Compliance Supplement but provides for-profit organizations two options regarding the type of audit that will satisfy the audit requirements. Contractor shall include a clause in any agreement entered into with an audit firm, or notify the audit firm in writing prior to the audit firm commencing its work for Contractor, that the audit firm shall, pursuant to 31 U.S.C. 7503, and to the extent otherwise required by law, provide access by the federal government or other legally required entity to the independent auditor's working papers that were part of the independent auditor's audit of Contractor. Contractor shall submit two (2) copies of the annual audit report, the audit performed in accordance with the Compliance Supplement, and the management letter to the County fifteen (15) days after receipt from the independent Certified Public Accountant but no later than nine (9) months after the Contractor's fiscal year end.

8.11.2 Contractor shall immediately notify County upon learning that Contractor's independent Certified Public Accountant may or will issue a disclaimer of opinion due to substantial doubt of Contractor's ability to continue as a going concern.

8.12 Board of Supervisors' Policies. Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors, available on the County of San Diego website:

8.12.1 Board Policy B-67, which encourages the County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and

8.12.2 Board Policies B-53 and B-39a, which encourage the participation of small and veteran owned businesses in County procurements; and

8.12.3 Zero Tolerance for Fraudulent Conduct in County Services. Contractor shall comply with County of San Diego Board of Supervisors Policy A-120 "Zero Tolerance for Fraudulent Conduct in County Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of County programs and the provision of County services. Upon proven instances of fraud committed by contractors in connection with their performance under the Agreement, said contractor shall be subject to corrective action up to and including termination of the Agreement; and

8.12.4 Interlocking Directorate. Per Board Policy A-79, if Contractor is a non-profit corporation, Contractor shall not subcontract any work under this Agreement with a related for-profit subcontractor where an interlocking directorate, management, or ownership relationship exists, unless specifically authorized by the Board of Supervisors; and

8.12.5 Drug and Alcohol-Free Work Environment. The County of San Diego, in recognition of its responsibility to provide a safe, healthy, and productive work environment and perform services as safely, effectively, and efficiently as possible, has adopted a requirement for a work environment not adversely affected or impaired in any way by the use or presence of alcohol or drugs in Board Policy C-25 County of San Diego Drug and Alcohol Use Policy.

8.12.5.1 As a material condition of this Agreement, the Contractor agrees that Contractor and Contractor's employees, while performing services or using County equipment pursuant to Agreement:

8.12.5.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.

8.12.5.1.2 Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.

8.12.5.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.

8.12.5.2 Contractor shall inform all employees who are performing applicable services of the County's Board Policy C-25 and the above prohibitions.

8.13 Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to the County 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 Contractor for sale to the County under this Agreement.

8.14 Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees, and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state, or local laws or ordinances, rules, decrees, orders, regulations, or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Contractor with respect to any third person under any Environmental Laws.

8.15 Clean Air Act and Federal Water Pollution Control Act.

8.15.1 Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, (42 U.S.C. §§ 7401 et seq.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §§ 1251 et seq.). Contractor shall report each violation to the USDA and the appropriate EPA Regional Office as required.

8.15.1.1 Contractor agrees to report each violation to the County (and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate federal agency) and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include this requirement in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.

8.16 Debarment, Exclusion, Suspension, and Ineligibility.

8.16.1 Contractor certifies that, to the best of its knowledge, and except as disclosed to County and acknowledged in writing by County prior to the execution of this Agreement, Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers:

8.16.1.1 Are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension, or ineligibility by any federal, state, or local department or agency; and

8.16.1.2 Have not within a 3-year period preceding this Agreement been convicted of, or had a civil or administrative judgment rendered against them for, the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property; physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice;

8.16.1.3 Are not presently indicted or otherwise criminally, civilly, or administratively charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

8.16.1.4 Are not presently the target or subject of any investigation, accusation, or charge related to the conduct of business by any federal, state, or local agency or law enforcement, licensing, certification, labor standards, occupational safety, ethics, or compliance body.

8.16.1.5 Are not proposed for debarment by any state, local, or federal department or agency.

8.16.1.6 Do not have a judgment rendered against them by a body described in 8.16.1.5 that is unsatisfied.

8.16.1.7 Have not within a three (3) year period preceding this Agreement (i) been found in violation or had a judgment rendered against them resulting from the type of investigation, accusation, or charge described in 8.16.1.5 or (ii) had one or more public transactions (federal, state, or local) terminated for cause or default.

8.16.2 Contractor shall have an ongoing duty during the term of this Agreement to disclose to the County any occurrence that would prevent Contractor from making the certifications contained in this section 8.16 on an ongoing basis. Such disclosure shall be made in writing to the COR and the County Office of Ethics and Compliance within five (5) business days of when Contractor discovers or reasonably believes there is a likelihood of such occurrence.

8.16.3 Debarment and Suspension.

8.16.3.1 This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

8.16.3.2 The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

8.16.3.3 This certification is a material representation of fact relied upon by County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

8.17 Display of Fraud Hotline Poster(s). As a material term and condition of this Agreement, Contractor shall:

8.17.1 Prominently display in common work areas within all business segments performing work under this Agreement County of San Diego Office of Ethics and Compliance Ethics Hotline posters;

8.17.2 Posters may be downloaded from the County Office of Ethics and Compliance website at: http://www.sandiegocounty.gov/content/sdc/cao/oec.html. Additionally, if Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website;

8.17.3 If Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, the Contractor need not display the County poster.

8.18 False Claims Act Training. Contractor shall, not less than annually, provide training on the Federal False Claims Act (31 USC 3729, et seq. or successor statutes) and State False Claims Act (California Government Code 12650, et seq. or successor statutes) to all employees, directors, officers, agents, Related Subcontractors, or volunteers providing services under this Agreement. Contractor shall maintain verification of this training. Contractor shall retain verifications in accordance with the Agreement requirement for retention of records

8.19 Code of Ethics. As a material term and condition of this Agreement, Contractor shall develop and implement a Code of Ethics or similar document and maintain it during the term of this Agreement. Additionally, Contractor shall train all employees and volunteers on the Code of Ethics, and all employees, volunteers, directors, officers, and agents shall certify that they have received training and have been provided an opportunity to ask questions of their employer regarding the Code of Ethics. Contractor shall retain these certifications in accordance with the Agreement's provision regarding retention of records

8.20 Compliance Program. Contractors with an agreement that exceeds more than $250,000 in value annually shall establish, and maintain for the duration of this Agreement, a compliance program that meets the standards of Federal Sentencing Guidelines section 8B2.1 and 42 CFR 438.608, regardless of funding source or services.

8.21 Investigations. Unless prohibited by an investigating government authority, Contractor shall cooperate and participate fully in any investigation initiated by County relative to this Agreement. Upon County's request, Contractor shall promptly provide to County any and all documents, including any and all communications or information stored digitally, and make available

for interviews any employee(s) of Contractor identified by County. Contractor further agrees to immediately notify County if any employee, director, officer, agent, subcontractor, vendor, consultant, or volunteer of Contractor comes under investigation by any federal, State, or local government entity with law enforcement or oversight authority over the Agreement or its funding for conduct arising out of, or related to, performance under this Agreement.

Contractor shall promptly make available to County all internal investigative results, findings, conclusions, recommendations, and corrective action plans pertaining to the investigation in its possession as requested by the County, unless otherwise protected by applicable law or privilege.

8.22 Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms. Contractor shall, in accordance with 2 CFR 200.321 - Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms, take affirmative steps to include minority business, women's business enterprises, and labor surplus area firms by:

8.22.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

8.22.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

8.22.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

8.22.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

8.22.5 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

8.23 Procurement of Recovered Materials. Contractor shall comply with 2 CFR part 200.323 and shall procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000. Contractor certifies that the percentage of recovered materials to be used in the performance of this Agreement will be at least the amount required by applicable specifications or other contractual requirements.

8.23.1 In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

8.23.1.1 Competitively within a timeframe providing for compliance with the contract performance schedule;

8.23.1.2 Meeting contract performance requirements; or

8.23.1.3 At a reasonable price.

8.23.2 Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

8.23.3 Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, including the following:

8.23.3.1 For contracts over $100,000 in total value, Contractor shall estimate the percentage of total material utilized for the performance of the Agreement that is recovered materials and shall provide such estimate to County upon request.

8.24 Domestic Preferences. In accordance with 2 CFR part 200.322, as appropriate and to the extent consistent with law, Contractor shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

8.24.1 "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, must occur in the United States.

8.24.2 "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

8.25 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. In accordance with 2 CFR part 200.216, Contractor and its subcontractors are prohibited from expending funds under this Agreement to:

8.25.1 Procure or obtain;

8.25.2 Extend or renew a contract to procure or obtain; or

8.25.3 Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

8.25.3.1 For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

8.25.3.2 Telecommunications or video surveillance services provided by such entities or using such equipment.

8.25.3.3 Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

ARTICLE 9
CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT

9.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement. Contractor shall not hire County's employees to perform any portion of the work or services provided for herein including secretarial, clerical, and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Contractor from any responsibility under this Agreement.

9.1.1 California Political Reform Act and Government Code Section 1090 Et Seq. Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as County, may be deemed to be a "public official" subject to the Act if the Contractor advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In addition, Contractor acknowledges and shall abide by the conflict-of-interest restrictions imposed on public officials by Government Code section 1090 et seq.

9.2 Conduct of Contractor.

9.2.1 Contractor shall inform the County of all Contractor's interests, if any, that are, or that Contractor believes to be, incompatible with any interests of the County.

9.2.2 Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.

9.2.3 Contractor shall not use for personal gain or make other improper use of confidential information acquired in connection with this Agreement. In this connection, the term "confidential information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.

9.2.4 Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers shall not offer, directly or indirectly, any unlawful gift, gratuity, favor, entertainment, or other item(s) of monetary value to an employee or official of the County.

9.2.5 Referrals. Contractor further covenants that no referrals of clients through Contractor's intake or referral process shall be made to the private practice of any person(s) employed by the Contractor.

9.3 Prohibited Agreements. As required by section 67 of the San Diego County Administrative Code, Contractor certifies that it is not in violation of the provisions of section 67, and that Contractor is not, and will not subcontract with, any of the following:

9.3.1. Persons employed by County or of public agencies for which the Board of Supervisors is the governing body;

9.3.2. Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;

9.3.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and

9.3.4. Profit-making firms or businesses, in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.

9.4 Limitation of Future Agreements or Grants. It is agreed by the parties to the Agreement that Contractor shall be restricted in its future contracting with the County to the manner described below. Except as specifically provided in this section, Contractor shall be free to compete for business on an equal basis with other companies.

9.4.1 If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County agreement. It is further agreed, however, that County will not, as additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement.

9.4.2 Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work.

ARTICLE 10
INDEMNITY AND INSURANCE

10.1 Indemnity. County shall not be liable for, and Contractor shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its Contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

Without limiting the foregoing, Contractor's defense and indemnity obligations under this section shall specifically apply to any claim, suit, proceeding, demand, liability, loss, damage, or expense (including but not limited to attorneys' fees) arising from or relating to a claim that any work performed pursuant to this Agreement infringes a patent, copyright, moral right, trademark, trade secret, or other intellectual property right of a third party. Without limiting the generality of the foregoing, if any portion of any the same or County's use of the same is, or in Contractor's or County's opinion is likely to be, held to infringe the rights of any third party, Contractor shall at its expense either (i) procure the right for County to use the infringing item free of any liability or expense to County to the full extent contemplated by this Agreement; or (ii) replace it with a non-infringing equivalent reasonably satisfactory to County. Without limiting the County's other rights and Contractor's obligations under this section, County shall have the right to employ counsel at its own expense for, and participate in the defense of, any claim.

10.2 Insurance. Contractor shall, at its own cost and expense, obtain and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit B Insurance Requirements. Evidence of insurance and any other documents or notices required to be provided to County pursuant to Exhibit B shall be submitted to the COR or as instructed by the COR. The provisions of section 10.1 are independent of, and shall in no way limit, Contractor's and its insurer's requirements under this section 10.2 and Exhibit B.

ARTICLE 11
AUDIT AND INSPECTION

11.1 Audit and Inspection.

11.1.1 Authorized federal, State and County representatives and their designated inspectors shall each have the following rights ("Audit and Inspection"):

11.1.1.1 to monitor, assess, and evaluate Contractor's performance under this Agreement;

11.1.1.2 to conduct audits, inspections, reviews of reports, and interviews of staff and participants involved with the services provided under this Agreement; and

11.1.1.3 to inspect the premises, services, materials, supplies, and equipment furnished or utilized in the performance of this Agreement and the workmanship of the work performed under this Agreement.

11.1.2 Contractor shall fully cooperate with any Audit and Inspection. County shall perform Audits and Inspections in a manner so as not to unduly interfere with Contractor's performance.

11.1.3 At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County, State or federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or federal officials to examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement.

11.1.4 If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in "Government Auditing Standards," published for the United States General Accountability Office or the institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.

11.2 External Audits. Contractor shall provide the following to the COR:

11.2.1 a copy of all notifications of audits or pending audits by federal or State representatives regarding contracted services identified in this Agreement within three (3) business days of Contractor receiving notice of the audit.

11.2.2 a copy of the draft and final State or federal audit reports within twenty-four (24) hours of receiving them. Contractor shall also provide electronic copies to Agency Contract Support (ACS) at ACS.HHSA@sdcounty.ca.gov.

11.2.3 a copy of Contractor's response to the draft and final State or federal audit reports at the same time the response is provided to the State or federal representatives.

11.2.4 a copy of all responses made by a federal or State representative to a Contractor's audit response no later than three (3) business days after receiving it, unless prohibited by the government agency conducting the audit. This shall continue until the federal or State auditors have accepted and closed the audit.

11.3 Availability of Records. Contractor shall maintain and/or make available within San Diego County accurate books, accounting records, and other records related to Contractor's performance under this Agreement, including all records of costs charged to this Agreement during the term of this agreement and for the longer of: (i) a period of five (5) years after the date of final payment under this Agreement, (ii) for records that relate to appeals under Article 15 "Disputes," or litigation or the settlement of claims arising out of the performance of this Agreement, three (3) years after such appeals, litigation, or claims have been disposed of, and (iii) any retention period required by the funding source(s) of this Agreement. Contractor shall provide any requested records to County within two (2) business days of request. Contractor assertions of confidentiality shall not be a bar to full access to the records. County shall keep the materials described above confidential unless otherwise required by law.

11.3.1 Contractor shall maintain, and the records referred to in section 11.3 shall include, records sufficient to establish the reasonableness accuracy, completeness and currency of all cost or pricing data submitted to County in connection with this Agreement, including records of adequate price competition, negotiations, and cost or price analysis.

11.4 Outcome-Based Measures. Where outcome-based measures are set forth in the Statement of Work, Contractor shall maintain, and provide to County upon County's request as often as County deems necessary, complete, and accurate data documenting such outcome measures under this Agreement. Such data may include, but is not limited to, statistics on outcomes, rates of success, and completion rate of deliverables.

11.5 Full Cost Recovery. Contractor shall reimburse County for all direct and indirect expenditures incurred in conducting an audit, investigation, or inspection when Contractor is subsequently found to have violated terms of this Agreement.

11.6 Corrective Actions. If any services performed hereunder are found to have not been in conformity with the specifications and requirements of this Agreement, County shall have the right to (1) require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount, (2) require Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, (3) reduce payment to Contractor in accordance with Article 4, (4) have the services performed, by agreement or otherwise, in conformance with the specifications of this Agreement and recover from Contractor any costs incurred by County that are directly related to the performance of such services, and/or (5) pursue any other rights or remedies available to County under this Agreement.

ARTICLE 12
RECOVERY OF FUNDS

Where Contractor is required to reimburse County under any provision of this Agreement, or where County is otherwise owed funds from Contractor, County may, at its sole discretion and subject to funding source restrictions and State and federal law: (1) withhold such amounts from any amounts due to Contractor pursuant to the payment terms of this Agreement, (2) withhold such amounts from any other amounts due to Contractor from County, and/or (3) require Contractor to make payment to County for the total amount due (or a lesser amount specified by County) within thirty (30) days of request by County. Notwithstanding the foregoing, County may allow Contractor to repay any such amounts owed in installments pursuant to a written repayment plan.

ARTICLE 13
USE OF DOCUMENTS AND REPORTS

13.1 Findings Confidential. Any reports, records, data, or other information given to or prepared or assembled by Contractor under this Agreement that the County requests to be kept confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County except as may be required by law. Contractor shall not disclose to any individual or organization any reports, records, data, or other information received, prepared, or assembled by Contractor under this Agreement

13.2 Ownership, Publication, Reproduction and Use of Material. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of County. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright, or patent right by Contractor in the United States or in any other country without the express written consent of County. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.

13.3 Confidentiality. Contractor agrees to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Except as otherwise allowed by local, State, or federal law or regulation and pursuant to this section 13.3, Contractor agrees to only disclose confidential records where the holder of the privilege, whether the County, or a third party, provides written permission authorizing the disclosure.

13.4 Public Records Act. The California Public Records Act ("CPRA") requires County to disclose "public records" in its actual or constructive possession unless a statutory exemption applies. This generally includes contracts and related documents. If County receives a CPRA request for records relating to the Agreement, County may, at its sole discretion, either determine its response to the request without notifying Contractor or notify Contractor of the request. If County determines its response to the request without notifying Contractor, Contractor shall hold County harmless for such determination. If County notifies Contractor of the request, Contractor may request that County withhold or redact records responsive to the request by submitting to County a written request within five (5) business days after receipt of the County's notice. Contractor's request must identify specific records to be withheld or redacted and applicable exemptions. Upon timely receipt of Contractor's request, County will review the request and at its sole discretion withhold and/or redact the records identified by Contractor. Contractor shall hold County harmless for County's decision whether to withhold and/or redact pursuant to Contractor's written request. Contractor further agrees that its defense and indemnification obligations set forth in section 10.1 of this Agreement extend to any Claim (as defined in section 10.1) against the County Parties (as defined in section 10.1) arising out of County's withholding and/or redacting of records pursuant to Contractor's request. Nothing in this section shall preclude Contractor from bringing a "reverse CPRA action" to prevent disclosure of records. Nothing in this section shall prevent the County or its agents or any other governmental entity from accessing any records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State, or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.

13.5 Custody of Records. Contractor shall deliver to County or its designee, at County's request, all documentation and data related to Contractor's work under this Agreement, including, but not limited to, County data and client files held by Contractor, at no charge to County. County, at its option, may take custody of Contractor's client records upon Agreement termination, expiration, or at such other time as County may deem necessary. County agrees that such custody will conform to applicable confidentiality provisions of State and federal law and that retained records shall be available to Contractor for examination and inspection in accordance with applicable law. Contractor shall destroy records not turned over to County in accordance with applicable retention requirements and this Agreement. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data for archival purposes or warranty support, and Contractor may maintain records that it is legally required to maintain.

13.6 Reports. Contractor shall submit reports required in Exhibit A and additional reports as may be requested by the COR and agreed to by the Contractor. Format for the content of such reports may be developed by County. The timely submission of these reports is a necessary and material term and condition of this Agreement and Contractor agrees that failure to meet specified deadlines will be sufficient cause to withhold payment. Contractor shall submit to County within thirty (30) days of the termination of this Agreement a report detailing all work done pursuant to this Agreement by Contractor.

ARTICLE 14
(RESERVED)

ARTICLE 15
DISPUTES

Notwithstanding any provision of this Agreement to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Agreement that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. Contractor shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall be construed as granting the Contracting Officer or any other administrative official, representative or board authority to decide questions of law, or issues regarding the medical necessity of treatment or to pre-empt any medical practitioners' judgment regarding the medical necessity of treatment of patients in their care. The foregoing does not change the County's ability to refuse to pay for services rendered if County disputes the medical necessity of care.

ARTICLE 16
GENERAL PROVISIONS

16.1 Change of Control. Contractor shall notify County in writing of any change in majority ownership of Contractor (or all or substantially all of Contractor's assets) through a transaction or series of transactions including, without limitation, an acquisition, sale, reorganization, merger, or consolidation ("Change of Control") at least one hundred eighty (180) days prior to the effective date of a Change of Control or as soon as practicable thereafter if notice cannot legally be provided to County within such timeframe.

16.1.1 Without limiting any other rights or remedies of County, in the event of a pending or actual Change of Control, County may terminate this Agreement in accordance with section 7.5, Termination for Convenience, except that Contractor shall not be entitled to costs of termination set forth in section 7.5.2.

16.2 Assignment and Delegation. Contractor shall not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of County, which shall not be unreasonably withheld; provided, however, that Contractor may assign or delegate its rights or obligations under this Agreement to the entity becoming a majority owner of Contractor's assets during a Change of Control, provided that notice is given in accordance with section 16.1 above. Any purported assignment or delegation in violation of this section shall be null and void

16.3 Entire Agreement. This Agreement, together with all Exhibits attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties, and statements, oral or written, including any proposals from Contractor and requests for proposals from County, are superseded.

16.4 Remedies Not Exclusive. The rights and remedies of County provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law, equity, or under resulting order.

16.5 Sections and Exhibits. All recitals, sections, and exhibits referred to in this Agreement are incorporated herein by reference.

16.6 Further Assurances. Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.

16.7 Governing Law. This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.

16.8 Headings. The article and section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit, or affect the construction or interpretation of any term or provision hereof.

16.9 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.

16.10 No Other Inducement. The making, execution, and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties, or agreements other than those expressed herein.

16.11 Notices. Notice to either party shall be in writing and personally delivered; sent by certified mail, postage prepaid, return receipt requested; or emailed to the County's or Contractor's designated representative (or such party's authorized representative). Any such notice shall be deemed received by the party (or such party's authorized representative) on the earliest of the date of personal delivery, three (3) business days after deposit in the U.S. Mail, or upon sending of an email from which an acknowledgement of receipt has been received other than an out of office, unavailable, or undeliverable reply.

16.12 Severability. If any term, provision, covenant, or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16.13 Successors. Subject to the limitations set forth in sections 16.1 and 16.2 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.

16.14 Time. Time is of the essence for each provision of this Agreement.

16.15 Time Period Computation. All periods of time referred to in this Agreement shall be calendar days, unless the period of time specifies business days. Calendar days shall include all days of the week, including holidays. Business days shall be Monday through Friday, excluding County observed holidays.

16.16 Waiver. The waiver by one party of the performance of any term, provision, covenant, or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant, or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant, or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.

16.17 Third Party Beneficiaries Excluded. This Agreement is intended solely for the benefit of the County and its Contractor. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.

16.18 Publicity Announcements and Materials. All public announcements, including those issued on Contractor letterhead, and materials distributed to the community shall identify the County of San Diego as the funding source for contracted programs identified in this Agreement. Copies of publicity materials related to contracted programs identified in this Agreement shall be filed with the COR. County shall be advised at least twenty-four (24) hours in advance of all locally generated press releases and media events regarding contracted services identified in this Agreement. Alcohol and Drug Prevention Services Contractors shall notify COR or designee at least five (5) business days in advance of all Contractor generated media releases and media events regarding contracted services identified in this Agreement.

16.19 Critical Incidents. Contractor shall have written plans or protocols and provide employee training for handling critical incidents involving: external or internal instances of violence or threat of violence directed toward staff or clients; loss, theft or unlawful accessing of confidential client, patient or facility resident Personal Information (PI), Personally Identifiable Information (PII) and/or Personal Health Information (PHI); fraud, waste and/or abuse of Agreement funds; unethical conduct; or violation of any portion of San Diego County Board of Supervisors Policy C-25 "Drug and Alcohol Use Policy" while performing under this Agreement. Contractor shall report all such incidents to the COR within one business day of their occurrence. However, if this Agreement includes Article 14, Contractor must adhere to the timelines and processes contained in Article 14.

16.20 Responsiveness to Community Concerns. Contractor shall notify County within one business day of receipt of any material complaints submitted to Contractor orally or in writing related to Contractor's performance of work under this Agreement ("Complaints"), unless prohibited by applicable State, federal, or local law. Complaints include, but are not limited to, issues of abuse or quality of care**,** or issues regarding a program or facility applicable to this Agreement. Contractor shall take appropriate steps to acknowledge receipt of Complaint(s) from individuals or organizations and to address or resolve all Complaints. Contractor shall promptly notify the County of the status and disposition of all complaints and provide additional information or documentation upon request. Nothing in this provision shall be interpreted to preclude Contractor from engaging in any legally authorized use of its facility, property, or business as approved, permitted or licensed by the applicable authority.

16.21 Criminal Background Check Requirements. Contractor shall ensure that criminal background checks are required and completed prior to employment or placement of any employee, director, officer, agent, subcontractor, consultant, or volunteer

who will be providing any services, accessing County or client data, or receiving compensation under this Agreement. Background checks shall be in compliance with any licensing, certification, funding, or Agreement requirements, including the Statement of Work, which may be higher than the minimum standards described herein. Furthermore, for any individuals identified above who will be assigned to sensitive positions funded by this Agreement, background checks shall be in compliance with Board of Supervisors Policy C-28, available on the County of San Diego website. Sensitive positions are those that: (1) physically supervise minors or vulnerable adults; (2) have unsupervised physical contact with minors or vulnerable adults; and/or (3) have a fiduciary responsibility to any County client, or direct access to, or control over, bank accounts or accounts with financial institutions of any client. If this Agreement includes Article 14, Contractor must also adhere to requirements contained in Article 14.

Contractor shall have a documented process for reviewing the information and determine if criminal history demonstrates behavior that could create an increased risk of harm to clients or risk to services to be performed under Agreement. Contractor shall document review of criminal background findings and consideration of criminal history in the selection of such persons listed above in this section.

16.21.1 Contractor shall utilize a subsequent arrest notification service or perform a criminal background check annually during the term of this Agreement for any employee, director, officer, agent, subcontractor, consultant, or volunteer who will be providing any services under this Agreement. Contractor shall keep the documentation of their review and consideration of the individual's criminal history on file in accordance with paragraph 11.3 "Availability of Records."

16.21.2 Definitions

16.21.2.1 Minor: Individuals under the age of eighteen (18) years old.

16.21.2.2 Vulnerable Adult: (1) Individuals age eighteen (18) years or older, who require assistance with activities of daily living and who may be put at risk of abuse during service provision; (2) Individuals age eighteen (18) years or older who have a permanent or temporary limited physical and/or mental capacity that may put them at risk of abuse during service provision because it renders them: unable to make decisions for themselves, unable to physically defend themselves, or unaware of physical abuse or other harm that could be perpetrated against them. Activities of daily living are defined as the basic tasks of everyday life, such as eating, bathing, dressing, toileting, and transferring.

16.21.2.3 Volunteer: A person who performs a service willingly and without pay.

16.22 Survival. The provisions of this Agreement necessary to carry out the intention of the parties as expressed herein shall survive the termination or expiration of this Agreement. Without limiting the foregoing, the following sections and articles of this Agreement shall survive the expiration or earlier termination of this Agreement: sections 8.1, 8.21, 10.1, 16.4, 16.7, and Articles 3, 4, 7, 11, 12, and 13.

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SIGNATURE PAGE

AGREEMENT TERM. The initial term of this Agreement shall begin on the date of the last signature below and end on September 30, 2024 ("Initial Term").

OPTION TO EXTEND. The County shall have the option to extend the term of this Agreement for one increment of one year and one increment of nine months (each an "Option Period"), for a total of one year and nine months beyond the expiration of the Initial Term, not to exceed June 30, 2026. This option shall be automatically exercised unless County notifies Contractor in writing not less than thirty (30) days prior to an Option Period that the County does not intend to extend the Agreement.

Options to Extend for One to Six Additional Months at End of Agreement. County shall also have the option to extend the term of this Agreement, in one or more increments, for a total of no less than one (1) and no more than six (6) calendar months ("Incremental Options"). The County may exercise each Incremental Option by providing written notice to Contractor no fewer than fifteen (15) calendar days prior to expiration of this Agreement. The rates in effect at the time an Incremental Option is exercised shall apply during the term of the Incremental Option.

COMPENSATION: Pursuant to Exhibit C, Article 4, and other applicable provisions of this Agreement, County agrees to pay Contractor a sum not to exceed two hundred fifteen thousand six hundred twenty-five dollars ($215,625) ("Maximum Agreement Amount"). Furthermore, compensation for the Initial Term and any Option Periods shall not exceed the amounts shown for the Initial Term or that Option Period shown in Exhibit C.

COR. The County designates the following individual as the Contracting Officer's Representative ("COR")

Hugo Salgado, Community Health Program Specialist
5469 Kearny Villa Road, Suite 2000
San Diego, CA 92123
Phone: 858.586.2710 and Email: hugo.salgado@sdcounty.ca.gov

CONTRACTOR'S REPRESENTATIVE. Contractor designates the following individual as the Contractor's Representative.

Casey Smith, Deputy Chief Operating Officer
202 C Street, Floor 5
San Diego, CA 92101
Phone: 619.446.5346 and Email: CDSmith@Sandiego.gov

IN WITNESS WHEREOF, County and Contractor execute this Agreement effective as of the date of the last signature below. The person(s) signing this Agreement for Contractor represent(s) and warrant(s) that they are duly authorized to bind Contractor and have the legal capacity to execute and deliver this Agreement.

CONTRACTOR:

By: Casey Smith
Casey Smith (May 15, 2024 11:01 PDT)
Name: Casey Smith
Title: Deputy Chief Operating Officer
Email: cdsmith@sandiego.gov
Date: May 15, 2024

COUNTY OF SAN DIEGO:

JOHN M. PELLEGRINO, Director
Department of Purchasing and Contracting

By: Tiana Row
Tiana Row (Jun 4, 2024 12:36 PDT)
Name: Tiana Row
Title: Procurement Contracting Officer
Date: Jun 4, 2024

By electronically signing this document, all parties accept the use of electronic signatures.

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAMwb1eKzIEZ2Z3TThszkMaKQfOBkzDcMz

1. Scope of Work/Purpose

1.1. Contractor shall implement the Healthy Cities, Healthy Residents (HCHR): Complete Streets project by advancing active transportation/active living policies and implementing physical environment changes in community settings where Supplemental Nutrition and Assistance Program-Education (SNAP-Ed) eligible individuals live.

2. Background Information

2.1. The County of San Diego Health and Human Services Agency (HHSA) receives funding from United States Department of Agriculture's (USDA) SNAP-Ed, through the California Department of Public Health (CDPH) for CalFresh Healthy Living program, previously named Nutrition Education and Obesity Prevention program.

2.2. USDA's goal for SNAP-Ed is to improve the likelihood that participants will make healthy food choices, within a limited budget, and will choose physically active lifestyles consistent with the current Dietary Guidelines for Americans. Contractor shall provide services and assist HHSA with supporting this goal by contributing to SNAP-Ed's priorities to improve physical activity and nutrition environments for SNAP-Ed eligible San Diego County residents.

2.3. The CalFresh Healthy Living program is guided by the Social Ecological Model to improve the likelihood that the SNAP-Ed eligible population will increase healthy behaviors. Interventions are multi-layered to provide support at individual and environmental levels as well as address multiple sectors of influence and social and cultural norms to address social determinants of health and improve health equity.

2.4. HCHR: Complete Streets activities will focus on a city in San Diego County that have large numbers of SNAP-Ed eligible residents and demonstrate active living (AL) opportunities. The project is designed to: implement one (1) Complete Streets-related policy, 2) establish, facilitate, and build the capacity of a local resident coalition of a minimum of (5) residents to address PSE changes; and 3) build broad community consensus and momentum for priority Policy, Systems and Environmental Changes (PSE's). The HCHR: Complete Streets Contractor shall receive technical assistance (TA) on community engagement, policy scans, and identifying policy and environmental change. The TA will be coming from a County contractor.

2.5. Live Well San Diego Vision: The County of San Diego, Health and Human Service Agency (HHSA), supports the Live Well San Diego vision of Building Better Health, Living Safely, and Thriving. Live Well San Diego, developed by the County of San Diego, is a comprehensive, innovative regional vision that combines the efforts of partners inside and outside County government to help all residents be healthy, safe, and thriving. All HHSA partners and contractors, to the extent feasible, are expected to advance this vision. Building Better Health focuses on improving the health of residents and supporting healthy choices. Living Safely seeks to ensure residents are protected from crime and abuse, neighborhoods are safe, and communities are resilient to disasters and emergencies. Thriving focuses on promoting a region in which residents can enjoy the highest quality of life.

2.6. Information about Live Well San Diego can be found on the County's website and a website dedicated to the vision:

http://www.sdcounty.ca.gov/hhsa/programs/sd/live_well_san_diego/index.html http://www.LiveWellSD.org

2.7. Live Well San Diego's outcomes for this Statement of Work may be found in Section 3.2.

2.8. A Trauma-Informed System: The County of San Diego Health and Human Services Agency (HHSA) is committed to becoming a Trauma-Informed System as part of its effort to build a better service delivery system. All programs operated and supported by HHSA shall be part of a Trauma-Informed System, which includes providing trauma-informed services and maintaining a trauma-informed workforce. It is an approach for engaging individuals – staff, clients, partners, and the community – and recognizing that trauma and chronic stress influence coping strategies and behavior. Trauma-informed systems and services minimize the risk of re-traumatizing individuals and/or families, and promote safety, self-care, and resiliency.

Trauma-Informed Principles include:

- Understanding trauma and its impact to individuals.
- Promoting safety.
- Awareness of cultural, historical, disability, and gender issues, and ensuring competence and responsiveness.
- Supporting consumer empowerment, control, choice, and independence.

- Sharing power and governance (e.g., including clients and staff at all levels of development and review of policies and procedures).
- Demonstrating trustworthiness and transparency.
- Integrating services along the continuum of care.
- Believing that establishing safe, authentic, and positive relationships can be healing.
- Understanding that wellness is possible for everyone.

3. Goals and Objectives:

3.1. Goal**:** Contractor shall assist in the adoption of one (1) city level policy and improve neighborhood physical environments that can help increase active transportation opportunities for SNAP-Ed eligible residents in one (1) SNAP-Ed eligible community of San Diego County.

3.2. Assist in the implementation of one placemaking strategy in the designated city.

3.3. Outcome Objectives**:**

By June 30, 2026, Contractor shall accomplish the following in one (1) SNAP-Ed eligible community of San Diego County:

3.3.1. Assist in the advancement of a minimum of one (1) citywide active transportation (AT) plan or Safe Routes to School Plan, placemaking policy, street/sidewalk design standards,

3.3.2. Implement a minimum of one (1) placemaking strategy at the neighborhood level that promotes physical activity in collaboration with HCHR: Complete Streets Resident Coalition and the County of San Diego and/or technical provider (e.g., build or improve a parklet, create a community garden, install bike/walk facilities, or create a healthy public gathering space).

4. Target Population and Geographical Services Area: Contractor shall provide the services described herein to the following target population(s) and geographical services area(s):

4.1. Target Population: The CalFresh Healthy Living program's eligible population is SNAP participants and low-income individuals eligible to receive SNAP benefits or other means-tested Federal assistance programs, which means having a household income of less than or equal to 185% of the Federal Poverty Guidelines.

4.2. Geographical Services Area: All activities must occur in settings within North Coastal Region, North Inland Region, North Central Region, and Central Region of San Diego County. Reference Section 5.9 HHSA Service Regions defined below.

5. Definitions:

5.1. Active Transportation (AT)**:** Refers to any form of human-powered transportation such as walking, cycling, using a wheelchair, or in-line skating or skateboarding. Walking to the bus stop; cycling to school or work; are forms of active transportation. Promotion of active transportation is not limited to physical infrastructure improvement but includes changing social norms and addressing barriers to safety and perceptions of safety (e.g., street harassment).

5.2. Active Transportation Plan (ATP)**:** An ATP outlines the vision, goals, and strategies needed to support increased walking, bicycling and other active modes of AT. ATPs identify a combination of programs, policies, and physical improvements such as new sidewalks or bicycle paths that are needed to ensure the safety, comfort and convenience of active travel modes.

5.3. Active Living (AL)**:** A way of life that integrates physical activity into daily routines. The goal is to get at least 30 minutes of activity a day. This can be achieved in many different ways, from walking or bicycling to the corner store, to playing or gardening in a neighborhood park or community garden.

5.4. Complete Streets**:** Streets designed and operated to enable safe access for all users, including pedestrians, bicyclists, motorists, and transit riders of all ages and abilities.

5.5. Community Mobilizer**:** An individual or entity that is responsible for implementing activities (e.g., community awareness raising events, forums), related to the empowerment and mobilization of community members in project areas.

5.6. Healthy Cities, Healthy Residents (HCHR)**:** An initiative developed by the County of San Diego HHSA to create healthy communities though supporting community-based organizations, residents, and cities in working together to advance healthy and equitable planning, policies, and neighborhood environments.

5.7. HCHR Resident Coalitions**:** A resident alliance formed and coordinated by a County HCHR Contractor to advance HCHR policies and environmental changes: Coalitions shall function as a steering and working group for the Project. The HCHR Coalition shall consist of, at a minimum five (5) residents from SNAP-Ed eligible neighborhoods.

5.8. HHSA Service Regions**:** The County of San Diego HHSA has six geographic service regions. http://www.sandiegocounty.gov/content/dam/sdc/live_well_san_diego/indicators/Map_and_Regional_Data.pdf

5.9. CalFresh Healthy Living program**:** The County of San Diego's SNAP-Ed program is called the CalFresh Healthy Living program.

5.10. Nutrition Education and Obesity Prevention Branch (NEOPB)**:** A statewide movement to improve the health of low-income Californians through increased fruit and vegetable consumption and daily physical activity. NEOPB addresses the statewide obesity epidemic through food and activity education, breastfeeding support, community development strategies, and marketing of healthy behaviors.

5.11. Placemaking**:** A multi-faceted approach to the planning, design, and management of public spaces. Placemaking capitalizes on a local community's assets, inspiration, and potential, with the intention of creating public spaces that promote people's health, happiness, and well-being.

5.12. Policy, Systems and Environmental Changes (PSE)**:** A way of modifying the environment to make healthy choices practical and available to all community members. By changing policies, systems and/or environments, communities can help tackle health issues such as obesity, diabetes, cancer and other chronic diseases.

5.13. Resident Leadership Academy (RLA)**:** A curriculum-based, community health organizing project that empowers residents to make positive changes in their communities. Participants attend multi-session training programs, led by a facilitator, and learn about how neighborhoods can impact the prevalence of chronic disease. At the end of the sessions, the participants assess their neighborhoods, determine and prioritize needs, and implement a Community Improvement Project.

https://www.livewellsd.org/i-want-to/get-involved/resident-leadership-academy

5.14. Safe Routes to School Plan: A blueprint with strategies to support local communities in establishing new safe routes to school programs as well as sustaining and enhancing existing efforts. A safe routes to school plan will also guide future efforts such as grant applications for projects to improve school walking route facilities.

5.15. Supplemental Nutrition Assistance Program Education (SNAP-Ed) Program**:** SNAP-Ed is a federal/state program that supports nutrition education for persons eligible for SNAP, called CalFresh in California. The goal of SNAP-Ed is to improve the likelihood that persons eligible for CalFresh will make healthy food choices within a limited budget and choose physically active lifestyles consistent with the current Dietary Guidelines for Americans and USDA food guidance. For more information regarding the national SNAP-Ed program, please visit the USDA's website: https://www.fns.usda.gov/snap/SNAP-Ed and review the USDA's Supplemental Nutrition Assistance Program Education Guidance manual: https://snaped.fns.usda.gov/program-administration/guidance-and-templates.

5.16. SNAP-Ed Eligible Census Tract**:** Geographic regions defined for the purpose of taking a census. In the United States, census tracts are subdivided into block groups and census blocks. Contractor shall provide services at approved sites within census tracts where 50% or more of the population make below 185% of the Federal Poverty Level. County will provide contractor with resources to determine eligible census tracts.

5.17. SNAP-Ed Eligible Residents. Refers to the target audience for SNAP-Ed, specifically SNAP participants and low-income individuals who qualify to receive SNAP benefits or other means-tested Federal assistance programs, such as Medicaid or Temporary Assistance for Needy Families. It also includes individuals residing in a census tract where more than 50% of the households earn below 185% of the Federal Poverty Level.

5.18. Technical Assistance Provider (TAP)**:** An expert provider, or group of providers, in the areas of active living and placemaking, contracted by the County of San Diego or subcontracted by the Contractor to deliver technical assistance to HCHR contractors.

6. General Requirements for Service Delivery:

6.1. Educational materials and resources: All nutrition curriculum and materials used will be from the approved USDA SNAP-Ed Connection website, and/or NEOPB Approved Nutrition Education Materials list. The SNAP-Ed Connection website can be accessed at https://snaped.fns.usda.gov/. The NEOPB Approved nutrition education materials list can be downloaded from: CalFresh Healthy Living Resources (https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/NEOPB/Pages/SNAPEdResources.aspx)

6.2. Other Requirements: SNAP-Ed program exhibits and contracting documents to be provided by County and required by California Department of Public Health.

6.2.1. Standard Grant Conditions: CDPH document providing guidelines and provisions.

(https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language)

6.2.2. Exhibit D - Additional Provisions: CDPH's information on: 1) additional incorporated documents 2)

cancellation/termination; and 3) avoidance of conflicts of interest by Contractor.

6.2.3. Exhibit D - Federal Terms and Conditions: CDPH document providing provisions requiring strict adherence to various contracting laws and policies.

6.3. Time Reporting: Contractor shall have an internal system in place for keeping track of CalFresh Healthy Living time and provide back-up documentation when requested by the County. Expenses are to be based on actual time and actual salary rate per employee. When requested, the Contractor shall have the option to 1) submit a waiver request to the County requesting that the Contractor's time reporting tracking methodology be used or 2) the contractor will use the time reporting tracking form(s) available here: https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/NEOPB/Pages/Contract-Support-Services-Unit.aspx

6.4. Contractor shall email the Contracting Officer's Representative (COR) within forty-eight (48) hours of key personnel changes in support of contract.

6.5. State Mandatory Annual Civil Rights Training:

6.5.1. Contractor shall complete the USDA required course that emphasizes the most important civil rights information designed to support CalFresh Healthy Living (CFHL) work and the communities served. Note, all staff (including subcontractors) funded by CFHL must complete the Civil Rights training each year/ each Federal Fiscal Year cycle period.

6.5.2. Contractor shall have a process in place to collect and track annual completion rates for all CalFresh Healthy Living funded staff and subcontractors.

6.5.3. Contractors shall inform new staff including subcontractor's staff of the requirement and remind current staff and subcontractors to complete the training annually.

6.5.4. Contractor shall submit staff's completed Certificate of Completion with full name and date to the COR annually.

6.5.5. Link to the training https://cfhlstatewidetraining-leahspantry.talentlms.com/catalog/info/id:563

6.6. State Program Guidelines: Contractor shall abide by the most current state program guidelines. This detail is located on the online Administrative Guidelines Manual at https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/NEOPB/Pages/Contract-Support-Services-Unit.aspx

6.7. State Program Letters: CDPH NEOPB Program letters identifying program specifics. Read more at: https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/NEOPB/Pages/SNAP- EdGuidanceLHD.aspx.

6.8. Fiscal Records and Documentation: Contractor shall maintain itemized fiscal records and documentation such as but not limited to timesheets, general ledgers, payroll register, direct deposit/cancelled checks, invoices, receipts, mileage reports and other supporting documentation for all costs. Contractor shall ensure costs are allowable and that the costs for this contract are tracked separately from other projects.

6.9. Minor and IT-related Equipment Purchases, Program Materials, Travel Plans: Contractor shall submit an email request with list of items to include but not limited to minor, IT-related equipment, and program materials to the COR and Analyst for pre-approval on any purchase plan of program materials (printing, curriculum, cooking and garden supplies) and travel (meeting, conferences, and trainings) and comply with the Administrative Guidelines Manual and SNAP-Ed Cost Principles. Any purchases or travel plans without County pre-approval is subject to disallowance.

6.9.1. Any non-capital equipment (including but not limited to minor and IT-related equipment), program materials, and travel plans using CFHL funding through this contract will be paid to Contractor at-cost. Documentation including itemized paid receipts must be submitted with invoice submission. In the event of a dispute, the County may survey prices for the same make/model or part to determine the fair market price for that item/part, and reimbursement will be made based on the survey results.

6.9.2. Contractor shall submit a completed initial tracking log no later than 14 business days of any purchase and provide an updated tracking log annually no later than October 15th. A tracking log template will be provided by the County.

6.10. County of San Diego Media and Communications, Materials, Publications, Presentations Guidelines:

6.10.1. All media, materials, publications, presentations, logos and any other products developed with these funds shall be submitted electronically to the County, based on the County's review timeline which will be provided, for review and

approval prior to dissemination.

6.10.1.1. All materials shall follow the most current County and CalFresh Healthy Living brand guidelines and Attribution and Logo guidelines, provided by the County.

6.10.1.2. Contractor shall ensure that all resources, printed materials, media, messages, websites and advertisements are culturally competent and age appropriate to the target population that will be reached.

6.10.1.3. Any recruitment, outreach, and training documents in support of the contract deliverables

6.10.1.4. See Section 6.7 for State Program Guidelines.

6.10.2. Publications

6.10.2.1. Publications, journal articles, etc. produced under a CDPH grant support project must bear an acknowledgment and disclaimer, as appropriate, for example: This publication (journal article, etc.) was supported by the Grant or Cooperative Agreement Number, 19-10344, funded by the California Department of Public Health. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the California Department of Public Health or the Department of Health and Human Services.

6.11. Evaluation:

6.11.1. Contractor shall work with the County to conduct evaluation activities for their respective projects.

6.11.2. Contractor shall request permission from the County prior to utilizing data generated by this contract in any work outside of the scope of this contract.

6.12. Educational Materials and Messaging:

6.12.1. All nutrition education, media and outreach materials shall be developed in coordination with state approved messages and materials, such as Harvest of the Month, Latino Campaign, and Rethink Your Drink.

6.13. Healthy Working Environments:

6.13.1. Contractor is encouraged to demonstrate a commitment to employee health and wellness through provision of healthy working environments to include, but not be limited to, smoke-free workplaces, healthy food and beverage options, lactation accommodations, physical activity opportunities, and other key wellness activities.

6.13.2. Contractor is encouraged to send the County copies of any existing policies the contractor has adopted regarding healthy working environments to include, but not be limited to, smoke-free workplaces, access to and promotion of healthy foods and beverages, lactation accommodations, and physical activity opportunities. The County will compile the wellness policies, identify best practices, and will contact Contractor to request permission to share the policies, or a portion thereof, as a best practice.

6.13.3. Contractor shall ensure all facilities utilized for services under the contract are in conformance with the (California) Labor Code specifically relating to smoking in enclosed workplaces (Labor Code Section 6404.5). Additionally, Contractor is encouraged to support and establish smoke-free environments.

6.14. Disaster Services Worker

6.14.1. Contractor's staff shall be available upon request of the Public Health Officer to assist in any necessary tasks during a public health disaster or County emergency state order.

7. Specific Requirements for Service Delivery:

7.1. Implementation Plan

7.1.1. Contractor shall provide an implementation plan with start dates and completion dates for the entire project activities leading up to a fully functioning program, using a Gantt chart or a similar type of chart. The plan should show activities required, strategies employed, responsibilities (persons, organizations, agencies), dependencies (actions which must be completed before subsequent actions may be initiated or completed), and milestones (significant actions and dates in the implementation) with dates in days and weeks. Contractor shall submit for County review, feedback, and approval no later than September 1, 2024.

7.2. Personnel, Project Management and Coordination

7.2.1. Contractor shall maintain or assign a minimum of 0.5 Full Time Equivalent to serve as the HCHR: Complete Streets Project Coordinator. This individual must meet the following criteria: 1) Expertise in planning or engineering/public works or relates; 2) ability to communicate efficiently with policy makers; 3) ability to build relationships with and establish partnerships; 4) or any related experience. Staff proficient in languages other than English is also encouraged.

7.2.1.1. Contractor shall provide own necessary minor inventory, office supplies, and IT equipment such as, but not limited to, laptop, monitor, cell phone, printer for all staff. Contractor shall not use funds from this contract to purchase any of the items listed above.

7.2.2. Contractor shall participate in and collaborate with the County for a total of eight (8) quarterly meetings, hosted by the County for the following contract terms:

7.2.2.1. Initial Term:

7.2.2.1.1. Meeting #1 will be completed no later than 15 business days after contract execution.

7.2.2.1.2. Meeting #2 will be completed no later than 30 business days after calendar execution.

7.2.2.2. Option Year 1: Four (4) meetings quarterly (one meeting per quarter):

7.2.2.2.1. Meeting #3 will be completed no later than December 31, 2024;

7.2.2.2.2. Meeting #4 will be completed no later than March 31, 2025;

7.2.2.2.3. Meeting #5 will be completed no later than June 30, 2025.

7.2.2.2.4. Meeting #6 will be completed no later than August 31, 2025.

7.2.2.3. Option Year 2:

7.2.2.3.1. Meeting #7 will be completed no later than December 31, 2025;

7.2.2.3.2. and Meeting #8 will be completed after December 31, 2025 and no later than March 31, 2026.

7.2.2.4. Contractor shall participate in sharing/learning discussions, and provide discussion topics in the monthly progress report (MPR).

7.3. <u>Coalition Building, Engaging Residents, and Capacity Building</u>

7.3.1. HCHR: Complete Streets Resident Coalition

7.3.1.1. Contractor shall collaborate with the TAP, designated by the County, to recruit, establish, convene, and facilitate an HCHR: Complete Streets Resident Coalition. The HCHR: Complete Streets Resident Coalition will serve as the steering and working group throughout the duration of the contract and be the visible "face" of the HCHR: Complete Streets Project.

7.3.1.2. Contractor shall ensure the HCHR: Complete Streets Resident Coalition consists of a minimum of five (5) residents from SNAP-Ed eligible neighborhoods located within the city in which the policy will be advanced as referenced in Section 4.2 Geographical Services Area; with at least one (1) resident who is a local business owner.

7.3.1.3. Contractor shall provide a draft HCHR: Complete Streets Resident Coalition list to the County for review and approval no later than September 1, 2024.

7.3.1.4. Led by the TAP, the HCHR: Complete Streets Resident Coalition shall meet for a total of seven (7) project update meetings for the following contract terms:

7.3.1.4.1. Initial Term: Meeting preparation shall be in collaboration with the County. Meeting #1 will be completed no later than September 25, 2024.

7.3.1.4.1.1. Meeting #1's agenda will include the formation of the HCHR: Complete Streets Resident Coalition, such as identified goals, roles, and responsibilities of the Contractor; identified Coalition members and their goals; input from team members; and a developed timeline for entire project.

7.3.1.4.1.2. Contractor shall submit a detailed report to the County three (3) business days after the meeting date.

7.3.1.4.2. Option Year 1: Four (4) meetings quarterly (one meeting per each quarter):

7.3.1.4.2.1. Meeting #2 will be completed no later than December 31, 2024;

7.3.1.4.2.2. Meeting #3 will be completed no later than March 31, 2025;

7.3.1.4.2.3. Meeting #4 will be completed no later than June 30, 2025;

7.3.1.4.2.4. and Meeting #5 will be completed no later than August 30, 2025.

7.3.1.4.3. Option Year 2: Two (2) meetings or as determined by the County:

7.3.1.4.3.1. Meeting #6 will be completed no later than December 31, 2025;

7.3.1.4.3.2. and Meeting # 7 will be completed after December 31, 2025 and no later than March 31, 2026.

7.3.1.4.4. Contractor shall provide the draft agenda to the County for review and approval two (2) business days prior to the meetings.

7.3.1.4.5. Contractor shall provide the final agenda, list of attendees, and meeting summary in the Monthly Progress Report (MPR) following each meeting.

7.3.2. Coalition Trainings

7.3.2.1. Contractor shall submit an electronic copy of training schedule to the County by September 1, 2024.

7.3.2.2. In collaboration and led by the TAP, Contractor shall coordinate one (1) RLA initial training and one (1) RLA refresher training for the HCHR: Complete Streets Resident Coalition and other interested residents. Trainings will be led by the TAP and will follow the RLA curriculum (approximately 25 hours each).

7.3.2.2.1. RLA initial training must conclude no later than January 15, 2025. Contractor shall submit a summary report of training in the MPR.

7.3.2.3. Contractor shall coordinate times, resident recruitment, and scheduling for initial and refresher RLA trainings.

7.3.2.4. A refresher RLA training module will be implemented by the TAP and coordinated by the Contractor in Option Year 1. This refresher training, led by the TAP, will occur in Option Year 1 and completed no later than September 1, 2025.

7.3.2.5. Contractor shall submit a summary report of training in the MPR.

7.3.3. Capacity Building

7.3.3.1. Contractor shall collaborate with TAP to develop one (1) detailed Capacity Building Workplan which will be included in the MPR.

7.3.3.1.1. Contractor shall ensure the Capacity Building Workplan includes tasks, timelines, and products for meeting SOW requirements and deliverables, including steps and strategies for engaging and mobilizing residents and other stakeholders, and moving the policy and environmental change forward.

7.3.3.1.2. Contractor shall provide an electronic draft Capacity Building Workplan to the County for review and approval no later than 60 business days after the effective date of the contract.

7.3.3.1.3. Contractor shall provide monthly updates on Capacity Building Workplan in the MPR. The approved Final Capacity Building Workplan will be included in the MPR.

7.3.3.1.4. Contractor shall report key milestones in the Program Evaluation and Reporting System (PEARS). Reference Section 8.1.1.

7.3.3.2. Contractor shall coordinate and collaborate with the County and TAP to conduct capacity building trainings for the HCHR: Complete Streets Resident Coalition. HCHR: Complete Streets Resident Coalition shall participate in a minimum of four (4) one-hour capacity building trainings throughout the contract term. Trainings will be led by the TAP.

7.3.3.2.1. Contractor shall coordinate times, resident participation, and dates. Trainings must occur twice each contract term;

7.3.3.2.1.1. In Option Year 1 and Option Year 2, the first training must be completed no later than 60 calendar days of the start of each federal fiscal year, and second training no later than 120 calendar days of the start of each federal fiscal year.

7.4. <u>Policy Scans, Environmental Assessments, and Project Prioritization</u>

7.4.1. Policy Scans and Environmental Assessments

7.4.1.1. Contractor shall collaborate with TAP to conduct an assessment of placemaking, and AL policy gaps and opportunities, including existing policies that have significant potential to address AL concerns but have not yet been implemented. Examples of potential policies include: active transportation plans, placemaking policy, street/sidewalk design standards, safe routes to school plans. Scans and assessments will be led by TAP.

7.4.1.2. Contractor shall coordinate times, resident participation, and dates.

7.4.1.3. Contractor shall submit a report of AL, placemaking, and environmental assessment results to the County for review and approval by January 31, 2025.

7.4.2. Policy Project Prioritization

7.4.2.1. Based on results of policy scans and with the assistance from TAP, Contractor shall facilitate the HCHR: Complete Streets Resident Coalition in identifying and prioritizing potential new AL citywide policy for HCHR: Complete Streets Resident Coalition to implement. Prioritization will take into account the feasibility of the policy to address the needs of SNAP-Ed eligible residents.

7.4.2.1.1. Contractor, with support from TAP and HCHR: Complete Streets Resident Coalition, shall identify a policy target and rationale. Contractor shall submit an electronic copy of the report to the County for review and approval by May 31, 2025.

7.4.2.1.2. Contractor, with support from TAP and HCHR: Complete Streets Resident Coalition, shall identify a final policy. Contractor shall submit an electronic copy of the report to the County for review and approval by August 31, 2025.

7.5. Placemaking Project

7.5.1. Based on environmental assessment results and with assistance from TAP, Contractor shall facilitate the HCHR: Complete Streets Resident Coalition meetings in identifying and prioritizing a potential placemaking project to implement. Prioritization will take into account the project's feasibility to address barriers faced by SNAP-Ed targeted residents and should provide an early win and change that will help sustain active engagement of residents and community members in the project.

7.5.1.1. Contractor shall collaborate with HCHR: Complete Streets Resident Coalition and County to identify a final placemaking project in the MPR by April 30, 2025.

7.5.2. Contractor shall submit an electronic copy of the Placemaking Implementation Plan to the County for review and approval by May 31, 2025.

7.5.2.1. Placemaking Implementation Plan shall include the following sections: 1) confirmation of commitment/approval from the city; 2) community engagement strategies; 3) location and visual concepts or designs of the environmental change; 4) identification of resources needed for project; and 5) plan for maintenance of the physical change.

7.5.3. Contractor shall begin implementation of one (1) placemaking project by June 30, 2025, and submit an electronic copy of report to the County detailing rationale, targeted residents, and goals of the project. The placemaking project will address a key barrier, serve as an early win to keep residents and the HCHR: Complete Streets Resident Coalition engaged, and be related to the selected policy priority.

7.5.3.1. Placemaking strategies may include, but are not limited to, the following: building or improving a parklet, creating a community garden, installing bike/walk facilities, or creating a healthy public gathering space.

7.5.3.2. Contractor shall submit a proposed placemaking strategy to the County for review and approval in MPR of the month the placemaking project is agreed upon by the HCHR: Complete Streets Resident Coalition and the city.

7.5.4. Contractor shall complete the placemaking project and submit an electronic summary report that includes details of the project, target population, intended outcomes, and photos to the County no later than October 1, 2025.

7.6. Complete Streets Policy Planning and Adoption

7.6.1. Contractor, with the support of TAP, shall lead in the development, adoption, and implementation of the Complete Streets policy. process typically involves five (5) major stages for the Contractor to complete: 1) community outreach, 2) existing conditions assessment, 3) development of a draft policy/plan, 4) adoption of policy/plan, and 5) implementation of policy/plan.

7.6.1.1. Contractor and TAP shall identify a process and timeline for bringing draft policy/plan to the city's planning department, and the final policy/plan to city council for adoption.

7.6.1.2. Contractor shall submit an electronic copy of the City Timeline Outline documenting this process, including the Contractor's and HCHR: Complete Streets Resident Coalition's related roles and action steps to the County by June 15, 2025.

7.6.1.3. Contractor shall set a goal for policy adoption by municipality and submit an electronic report by June 15, 2026. The report shall include steps needed to formally adopt the policy, adoption timeline and process, and information on relevant decision makers that will be part of the adoption process.

7.7 Public Outreach, Education and Workshops

7.7.1 Contractor, in collaboration with the County, shall develop a Public Outreach Education Plan to lead a series of public workshops with tentative dates. The public workshops are to educate and engage the community as part of the HCHR: Complete Streets Project. The electronic copy of the Public Outreach Education Plan shall be submitted to the County for review and approval no later than 365 calendar days after the effective date of the contract.

7.7.2 Contractor shall ensure the public workshop series include four (4) public workshops with two (2) in Option Year 1 and two (2) in Option Year 2.

7.7.3 Contractor shall complete the following:

7.7.3.1 Provide on-site interpretation services for non-English language speakers at all workshops.

7.7.3.2 Submit electronic copies of all education materials to the County for review and approval 15 business days prior to their use at each scheduled workshop.

7.7.3.3 Submit electronic copies of the workshop agenda, minutes, attendance lists after each workshop completion by the 15th of the following month.

7.7.3.4 Submit an electronic public outreach report summarizing all outreach efforts and accomplishments to the County for review and approval by February 28, 2026.

7.8 Implementation Plan of the Policy

7.8.1 Contractor shall work with TAP to develop and submit an electronic draft Implementation Plan of the Policy to the County for review and approval by April 1, 2026. Draft Implementation Plan shall include specific action items such as grant application goals, timeline, maintenance of placemaking project, follow up of HCHR resident coalition members and organization or person responsible.

7.8.1.1 Contractor shall submit the final Implementation Plan to the County for review and approval no later than May 15, 2026.

7.8.2 Contractor shall submit a minimum of one (1) grant application in support of the policy or plan by June 15, 2026, and document activities in the MPR.

7.9 Evaluation

7.9.1 Contractor shall facilitate evaluation activities in coordination with County. These activities include, but are not limited to:

7.9.1.1 Identify appropriate individuals to participate in key informant interviews (e.g., resident leaders, city staff, or other important stakeholders).

7.9.1.2 Provide logistical support and identifying appropriate individuals to participate in focus groups. Logistical support may include notetaking, securing and organizing room/meeting space, etc.

7.10 Subcontracts

7.10.1 Any subcontract or consultant agreement, or a combination of subcontracts and/or consultant agreements to the same Contractor for the same term must have written pre-approval by the COR. The written pre-approval must include the following details:

7.10.1.1 Name of the organization or individual

7.10.1.2 Brief scope or description of what services/products the subcontractors and/or consultants will provide relevant to the prime contract;

7.10.1.3 Agreement amount;

7.10.1.4 Agreement term.

7.10.2 Contractor shall provide COR draft copies of all subcontracts and consultant agreements relating to the prime contract, regardless of value, for COR review and input, and final signed copies within 30 calendar days after the effective date of the subcontract/consultant agreement. All subcontracts must include the Standard Terms and Conditions required including all flow down languages from funding sources of Contractor in accordance with Article 1 of this agreement, Performance of Work and Section 6 of the Statement of Work.

7.10.3 Contractor shall retain the prime responsibility for carrying out all the terms of the contract, including the responsibility for performance and insuring the availability and retention of records of subcontractors/consultants in accordance with the contract. Contractor shall be responsible for monitoring the subcontractor's/consultant's administration and performance.

8. Data Collection and Reporting Requirements

Contractor shall complete 1) data collection in Program Evaluation and Reporting System (PEARS) and 2) four (4) types of reports to the County. The County reporting includes: 1) Monthly Progress Report (MPR); 2) Success Stories; 3) Final Report; and 4) other reports, as requested by the County. Reporting requirements and submission dates are listed as follows:

8.1. Data Collection

8.1.1. PEARS: Contractor shall finalize all PEARS database entries and submit documentation to the County by September 15 for Initial Term and Option Year 1, and by May 15 for Option Year 2.

8.2. Reports

8.2.1. Monthly Progress Report (MPR): Contractor shall submit a completed MPR on the 15th of the month each contract term. The MPR documents the previous month's activities. The County will provide the MPR template.

8.2.2. Success Story: Contractor shall submit one (1) draft success story by April 1, 2026. Success stories must highlight progress in advancing policy and environmental changes and in community engagement. Success story topics to be determined in coordination with the County. Contractor shall incorporate County comments and submit a final success story by May 15, 2026. The County will provide the success story template.

8.2.3. Final Report: Contractor shall submit a draft final report that organizes the "story" of the cities' projects by May 15, 2026. The final report must cover the total contract term. Contractor shall incorporate County comments and submit a final report by June 15, 2026.

8.2.3.1. The final report shall include, but is not limited to, the following:

8.2.3.1.1. Executive Summary

8.2.3.1.2. Key Achievements/Highlights

8.2.3.1.3. Challenges and Strategies Employed for Overcoming Barriers

8.2.3.1.4. Lessons Learned and Key Elements Contributing to Successes

9. Quality Assurance Management Plan

Contractor shall develop and submit to the COR by email, a written Quality Assurance (QA) Plan no later than thirty (30) calendar days after the effective date of the contract and no later than thirty (30) calendar days after each annual contract renewal date thereafter. The QA plan must describe the process for continually assessing the Contractor's effectiveness in accomplishing the goals and objectives for this program. The program must include written policies and procedures for an internal QA Committee, a mechanism and timeline for obtaining client feedback (if applicable), identification of the QA program structure, process, desired outcome, and documentation of activities.

9.1. Quality Assurance Committee**:** The QA Committee shall develop, review, and revise the QA Plan on an annual basis. In addition, the QA Committee shall continually assess and make recommendations regarding the improvement of program services. The committee shall, at a minimum, be responsible for developing plans of corrective action for identified program deficiencies, discussing and acting upon process and outcome data results, and results from client feedback.

9.2. Program Staff: The QA Plan shall describe the process for developing, training and monitoring staff performance. The QA plan shall specify that staff shall be evaluated annually.

9.2.1. Contractor shall develop a plan of corrective action to address process and outcome measures that are below expectations of this contract.

9.3. QA Summary Report: The QA plan shall include the requirement for one (1) annual narrative report. The Summary Report is due to the County on September 30 for the Initial Term and Option Year 1, and April 15, 2026 for Option Year 2 The Summary Report shall address the following:

9.3.1. Areas of concern identified by the QA Committee;

9.3.2. Program performance;

9.3.3. Results of process and outcome measurement;

9.3.4. Data collected from client feedback, and

9.3.5. Results of plan of corrective action.

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, 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 the work by the Contractor, his agents, representatives, employees or subcontractors.

1. Minimum Scope and Limit of Insurance
Coverage shall be at least as broad as:

A. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 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 ($4,000,000).

B. **Automobile Liability** covering all owned, non owned, hired auto Insurance Services Office form CA0001, with limit no less than $1,000,000 each accident for bodily injury and property damage.

C. **Workers' Compensation**, as required by State of California and Employer's Liability Insurance, with limits no less than $1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.

D. **Professional Liability (Errors & Omissions)** appropriate to the professional services provided by Contractor under this contract, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

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

2. Self-Insured Retentions
Self-insured retentions must be declared to and approved County Risk Management. County may require the 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 County..

Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.

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

A. Additional Insured Endorsement
The County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively are to be covered as additional insureds on the General Liability and Sexual Molestation policy with respect to liability arising out of work or operations performed by or on behalf of the 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 the Contractor's insurance (at least as broad as ISO from CG 2010 11 85 or **both** CG 2010, CG 2026, CG 2033, or CG 2038; **and** CG 2037 forms if later revisions used).

B. Primary Insurance Endorsement
For any claims related to this Contract, Contractor's insurance coverage, including any excess liability policies, shall be primary and non-contributory at least as broad as ISO CG 20 01 04 13 as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

C. Notice of Cancellation
Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

General Provisions

4. Qualifying Insurers
All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County Risk Management.

5. Umbrella or Excess Policy
Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

6. Evidence of Insurance
Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with a copy of the policy declaration and endorsement pages along with the certificates of insurance and amendatory endorsements effecting coverage required by this clause. Policy declaration and endorsement pages shall be included with renewal certificates and amendatory endorsements submissions and shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any required policies of insurance. The Contract/Project Number should be noted in the "Description of Operations" box located near the bottom of the form. Additionally, the "Certificate Holder" box should designate the address of the responsible department or department representative to ensure the documents are received by the appropriate party.

7. Failure to Obtain or Maintain Insurance; County's Remedies
Contractor's failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements or failure to make premium payments required by such insurance shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

8. No Limitation of Obligations
The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

9. Review of Coverage
County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

10. Self-Insurance
Contractor may, with the prior written consent of County Risk Management, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

11. Claims Made Coverage
If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

A. The policy retroactive date coincides with or precedes Contractor's commencement of work under the Contract (including subsequent policies purchased as renewals or replacements).

B. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

C. If insurance is terminated for any reason, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

12. Subcontractors' Insurance

Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13. If any sub contractor's coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost, or expense, including attorneys' fees, incurred by County as a result of subcontractor's failure to maintain required coverage.

13. Waiver of Subrogation

Contractor hereby grants to County a waiver of their rights of subrogation which any insurer of Contractor may acquire against County by virtue of the payment of any loss. 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 County has received a waiver of subrogation endorsement from the insurer.

1. Compensation

1.1. In accordance with Article 4, Compensation, of the Agreement, payment for services described in Exhibit A - Statement of Work will be on a fixed price basis and occur after County's review and acceptance of original monthly invoice in accordance with this Exhibit C.

1.2. Contract is funded by the County of San Diego's CalFresh Healthy Living program, Catalog of Federal Domestic Assistance (CFDA) #10.561.

2. Payments

2.1. Payment for services under Exhibit A – Statement of Work is on a fixed price payment schedule according to the payment schedule in Exhibit C Section 3.

2.2. Contractor shall be reimbursed for services in this Exhibit C on a fixed price.

2.3. Fixed Price Payment Schedule is utilized for this Exhibit C.

3. Invoicing

3.1. Invoice with electronic or original wet signature shall be submitted to the attention of the COR and/or designee by scan and email to the COR and/or designee.

3.2. Contractor shall retain original invoices signature to provide to County upon request.

3.3. Contractor shall invoice the County monthly for deliverables in the Statement of Work in this Exhibit C with appropriate required documentation, in accordance with Article 4 Compensation, no later than the 15th of the following month.

3.4. Invoice approval is subject to COR's review. Invoices without complete and proper documentation may be subject to disallowance or delay in approval for payment.

4. SNAP-Ed Cost Principles:

4.1. There are four Cost Principles as defined by USDA to take into consideration when determining how to build your budget: 1) allowable, 2) reasonable, 3) necessary; and 4) allocable. The meaning and purpose of each principle is as follows:

4.1.1. Allowable: Costs that are reimbursable from Federal program funds because they support SNAP-Ed and conform to Government-wide and SNAP-specific cost policy.

4.1.2. Reasonable: A cost is reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs.

4.1.3. Necessary: A cost is necessary if it is directly related to the SNAP-Ed mission and objective(s).

4.1.4. Allocable: Allocation entails correlating costs with the program benefits obtained by incurring them. A cost is allocable to SNAP-Ed if the goods or services involved are chargeable or assignable to SNAP-Ed in accordance with relative benefits received. If a cost item benefits only SNAP-Ed, then 100 percent of it is allocable to SNAP-Ed.

5. **Pricing Schedule**

Initial Term: Date of Award - September 30, 2024

Item	SOW Reference	Description	Unit of Measure	Quantity	Unit Price	Extended Price
1	7.1.1.	Policy Implementation Plan	Each	1	$ 40,625	$ 40,625
2	7.2.2.1.	Quarterly Meetings with County	Each	2	$ 1,000	$ 2,000
3	7.3.1.3	HCHR Resident Coalition list	Each	1	$ 5,000	$ 5,000
4	7.3.1.4.1	HCHR Resident Coalition Meeting	Each	1	$ 2,000	$ 2,000
5	7.3.2.1	Coalition Training Schedule	Each	1	$ 5,000	$ 5,000
6	7.3.3.1.2	Draft Capacity Building Workplan	Each	1	$ 20,375	$ 20,375
					Initial Term Total	**$ 75,000**

County Option Year 1: October 1, 2024 - September 30, 2025

Item	SOW Reference	Description	Unit of Measure	Quantity	Unit Price	Extended Price
1	7.2.2.2.	Quarterly Meetings with County	Each	4	$ 1,000	$ 4,000
2	7.3.1.4.2	HCHR Resident Coalition Meeting	Each	4	$ 2,000	$ 8,000
3	7.3.2.2.1	Completed RLA initial training	Each	1	$ 5,000	$ 5,000
4	7.3.2.4	Completed RLA refresher training	Each	1	$ 5,000	$ 5,000
5	7.4.1.3	Report of AL, Placemaking, and Environmental Assessment Results	Each	1	$ 19,000	$ 19,000
6	7.4.2.1.1	Report to identify a new AL citywide policy	Each	1	$ 12,000	$ 12,000
7	7.4.2.1.2	Final Policy Report	Each	1	$ 15,750	$ 15,750
8	7.5.1.1	Report to identify a final placemaking project	Each	1	$ 5,000	$ 5,000
9	7.5.2	Placemaking Implementation Plan	Each	1	$ 5,000	$ 5,000
10	7.5.3	Placemaking Implementation Report	Each	1	$ 5,000	$ 5,000
11	7.6.1.2	City Timeline Policy Outline	Each	1	$ 5,000	$ 5,000
12	7.7.1	Public Outreach Education Plan	Each	1	$ 5,000	$ 5,000
					County Option 1 Total	**$93,750**

County Option Year 2: October 1, 2025 - June 30, 2026

Item	SOW Reference	Description	Unit of Measure	Quantity	Unit Price	Extended Price
1	7.2.2.3	Quarterly Meetings with County	Each	2	$ 1,000	$ 2,000
2	7.3.1.4.3	HCHR Resident Coalition Meeting	Each	2	$ 2,000	$ 4,000
3	7.5.4	Placemaking Summary Report	Each	1	$ 7,000	$ 7,000
4	7.6.1.3	City Policy Report	Each	1	$ 23,000	$ 23,000
5	7.8.1	Draft Policy Implementation Plan	Each	1	$ 4,375	$ 4,375
6	7.8.1.1	Final Policy Implementation Plan	Each	1	$ 6,500	$ 6,500
					County Option 2 Total	**$46,857**

PRICING SUMMARY

Term	Contract Maximum (Not to Exceed)
Initial Term: Date of Award – September 30, 2024	$75,000
County Option Year 1: October 1, 2024 – September 30, 2025	$93,750
County Option Year 2: October 1, 2025 – June 30, 2026	$46,875
TOTAL	**$215,625**

1. **Additional Incorporated Documents**

A. The following documents and any subsequent updates are not attached but are incorporated herein and made a part hereof by this reference. CDPH will maintain on file, all documents referenced herein and any subsequent updates, as required by program directives. CDPH shall provide the Contractor with copies of said documents and any periodic updates thereto, under separate cover.

1) Administrative Guidelines Manual
2) LHD Program Letters:
https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/NEOPB/Pages/LHDProgramLetters.aspx

3) SNAP-Ed Plan Guidance and Templates:
https://snaped.fns.usda.gov/program-administration/guidance-and-templates

2. **Cancellation / Termination**

A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.

B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.

C. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:

1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
3) Failure to adhere to the funding application parameters and or submitted plans to address the application deliverables.
4) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.

D. Grant termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.

E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.

F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.

G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.

H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:

1) Place no further order or subgrants for materials, services, or facilities.
2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.

3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.

I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

3. **Avoidance of Conflicts of Interest by Grantee**

A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.

B. Conflicts of interest include, but are not limited to:

1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

4. **Dispute Resolution Process**

A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.

1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.
2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision.

The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.

B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.

E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

5. **Executive Order N-6-22 - Economic Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Prior to awarding and executing grant, the State shall conduct its due diligence to determine if the proposed awardee is a named individual or entity on federal and any state Economic Sanctions lists. If the proposed awardee is listed, the State shall refrain from entering into the Grant. Resources for locating names of sanctioned individuals and entities are available on the DGS Office of Legal Services' webpage: Ukraine-Russia (ca.gov).

If this Agreement is valued at $5 million or more, upon execution the State will send a separate notification outlining additional requirements specified under the EO. Compliance with this Economic Sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctionsprograms-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this Agreement.

Exhibit D
Federal Terms and Conditions

(For Federally Funded Grant Agreements)

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

Index of Special Terms and Conditions

1. Federal Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions
7. Human Subjects Use Requirments
8. Audit and Record Retention
9. Federal Requirements

1. Federal Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

b. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

(Applicable to all federally funded grants entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

a. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Grantee will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Grantee's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Grantee will, in all solicitations or advancements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Grantee's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Grantee will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,‘ and as supplemented by regulation at 41 CFR part 60, “Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Grantee will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Grantee's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Grantee may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Grantee will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subgrantee or vendor. The Grantee will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Grantee becomes involved in, or is threatened with litigation by a subgrantee or vendor as a result of such direction by CDPH, the Grantee may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

a. By signing this Grant, the Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

b. By signing this Grant, the Grantee certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

(4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Grantee is unable to certify to any of the statements in this certification, the Grantee shall submit an explanation to the CDPH Program Contract Manager.

d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

e. If the Grantee knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. Covenant Against Contingent Fees

The Grantee warrants that no person or selling agency has been employed or retained to solicit/secure this Grant upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Grantee for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Grant without liability or in its discretion to deduct from the Grant price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

5. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded grants in excess of $100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

(1) Each person (or recipient) who requests or receives a grant, subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled “Certification Regarding Lobbying”) that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

(2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled “Standard Form-LLL ‘disclosure of Lobbying Activities’”) if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a grant or any extension or amendment of that grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

(3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

(a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

(b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

(c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

(4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a grant or subgrant exceeding $100,000 at any tier under a grant shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

6. **Additional Restrictions**

Grantee shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

"SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.
(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control."

7. Human Subjects Use Requirements

(Applicable only to federally funded agreements in which performance, directly or through a subgrantee/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Grantee agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

8. Audit and Record Retention

(Applicable to agreements in excess of $10,000.)

a. The Grantee shall maintain books, records, documents, and other evidence, accounting procedures and practices,

sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

b. The Grantee's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

c. Grantee agrees that CDPH, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subgrantee related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).

d. The Grantee shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

(1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

(2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

f. The Grantee may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to electronic data storage device. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Grantee and/or Subgrantee must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records.

9. Federal Requirements

Grantee agrees to comply with and shall require all subgrantee’s, if any, to comply with all applicable Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

Attachment 1

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subGrantees, subgrants, and contracts under grants and cooperative agreements) of $100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

County of San Diego	
Name of Grantee	Printed Name of Person Signing for Grantee
23-10340	
Contract / Grant Number	Signature of Person Signing for Grantee
Date	Title

After execution by or on behalf of Grantee, please return to:

California Department of Public Health
Nutrition Education and Obesity Prevention Branch
P.O. Box 997377, MS 7204
Sacramento, CA 95899-7377
Attn: Shelly Cater, Grant Manager

CDPH reserves the right to notifiy the Grantee in writing of an alternate submission address.

Attachment 2

CERTIFICATION REGARDING LOBBYING

Approved by OMB Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 13520348-0046
(See reverse for public burden disclosure)

1. Type of Federal Action: [ ] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: [ ] a. bid/offer/application b. initial award c. post-award	3. Report Type: [ ] a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier ___, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:	
6. Federal Department/Agency	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: $	
10.a. Name and Address of Lobbying Registrant *(If individual, last name, first name, MI)*:	b. Individuals Performing Services *(including address if different from 10a. (Last name, First name, MI):*	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: Telephone No.: Date:	
Federal Use Only	Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

[According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.]

City of San Diego

CONTRACTOR STANDARDS

Pledge of Compliance

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

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

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

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

A. BID/PROPOSAL/SOLICITATION TITLE:

As-Needed Public Outreach and EngagementProfessional Services

B. BIDDER/PROPOSER INFORMATION:

Cook & Schmid, LLC		Cook + Schmid	
Legal Name		DBA	
626 Savoy Street	San Diego	CA	92106
Street Address	City	State	Zip
Jon Schmid, President/CEO	(619) 814-2370		
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.

Jon Schmid	President/CEO
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

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: 10/11/2006 State of formation: California

List the name, title and address of members who own ten percent (10%) or more of the company:

Jon Schmid, President/CEO, 626 Savoy Street, San Diego, CA 92106
_____
_____
_____

☐ 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: US Bank

   Point of Contact: Tracey K. Weibel

   Address: 1175 Rosecrans St., San Diego, CA 92106

   Phone Number: (619) 619-6002

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.: B2009032061 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: Moffatt & Nichol

Contact Name and Phone Number: Matthew Martinez, 619-793-5642

Contact Email: mmartinez@moffattnichol.com

Address: 1660 Hotel Circle N., Suite 500, San Diego, CA 92108

Contract Date: June 1, 2022

Contract Amount: $ 568,000.00

Requirements of Contract: Public Relations Services

Company Name: San Diego County Water Authority

Contact Name and Phone Number: Denise Vedder, 619-770-8403

Contact Email: dwvedder@gmail.com

Address: 4677 Overland Avenue, San Diego, CA 92123

Contract Date: March 1, 2020

Contract Amount: $ 130,000.00

Requirements of Contract: Public Relations Services

Company Name: SD County Dept. of General Services Behavioral Health Crisis Stabilization Unit

Contact Name and Phone Number: Dave Dobson, 619-269-9707

Contact Email: David.Dobson@sdcounty.ca.gov

Address: 5560 Overland Avenue, Suit 410, San Diego, CA 92123

Contract Date: April 1, 2022

Contract Amount: $ 200,000.00

Requirements of Contract: Public Relations Services

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 # 13CS0823

3. Are you certified as any of the following:
   a. Disabled Veteran Business Enterprise Certification #_____
   b. Woman or Minority Owned Business Enterprise Certification # 7LN00030
   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: Aida Castaneda Consulting, LLC.

Address: 1650 Hotel Circle N., Ste. 222, San Diego, CA 92108

Contact Name: Aida Castaneda Phone: (619) 665-7037 Email: Aida@AidaCConsulting.com

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

Sub-Contract Dollar Amount: $TBD (per year) $TBD (total contract term)

Scope of work subcontractor will perform: Public Relations Consultant

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: Szabo Designs

Address: 711 Albion Street, San Diego, CA 92106

Contact Name: Stacey Szabo Phone: (619) 804-2423 Email: stacey@szabodesigns.com

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

Sub-Contract Dollar Amount: $TBD (per year) $TBD (total contract term)

Scope of work subcontractor will perform: Graphic 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.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

- ☑ Initial submission of *Contractor Standards Pledge of Compliance*
- ☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- ☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- ☐ Update of prior *Contractor Standards Pledge of Compliance* dated _____.

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.

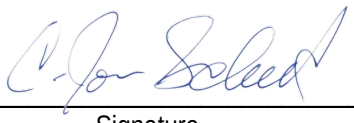
(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(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.

Jon Schmid (President/CEO)		08/28/2024
Name and Title	Signature	Date

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.

F. PERFORMANCE HISTORY (continued):

7. Performance References (continued):

Company Name: WSP
Contact Name and Phone Number: Bridget Wieghart, (503) 334-6400
Contact Email: Bridget.Wieghart@wsp.com
Address: 1300 SW Fifth Avenue, Suite 3100, Portland, OR 97201
Contract Date: January 1, 2022
Contract Amount: $44,000.00
Requirements of Contract: Public Relations Services

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.

Jon Schmid (President/CEO)		08/28/2024
Print Name, Title	Signature	Date

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.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS (continued):

Company Name: Redshift Pictures, Inc.

Address: 9269 Lemon Avenue, La Mesa, CA 91941

Contact Name: Darren Kawasaki, **Phone:** (858) 775-7439, **Email:** darren@redshiftpictures.tv

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

Sub Contract Dollar Amount: $TBD , (per year) $TBD (total contract term)

Scope of work subcontractor will perform: Videography, Photography

Certification Type: DBE, DVBE, ELBE, MBE, SLBE, WBE, Not Certified: Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: Sagetree

Address: 750 Otay Lakes Road, #302, Chula Vista, CA 91913

Contact Name: Richard Yumul, **Phone:** (866) 728-9100, **Email:** rich@sagetree.com

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

S**ub Contract Dollar Amount:** $TBD , **(per year)** $TBD **(total contract term)**

Scope of work subcontractor will perform: Website Design

Certification Type: DBE, DVBE, ELBE, MBE, SLBE, WBE, Not Certified: 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.

Jon Schmid (President/CEO)		08/28/2024
Print Name, Title	Signature	Date

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.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS (continued):

Company Name: Hanna Interpreting Services, LLC

Address: 3322 Sweetwater Springs Blvd. #204, Spring Valley, CA 91977

Contact Name: Tom Elias Hanna, **Phone:** (855) 777-8007, **Email:** tom@hannais.com

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

Sub Contract Dollar Amount: $TBD , (per year) $TBD (total contract term)

Scope of work subcontractor will perform: Language Services

Certification Type: DBE, DVBE, ELBE, MBE, SLBE, WBE, Not Certified: Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: Jenna Murobayashi

Address: 4750 68th Street, San Diego, CA 92115

Contact Name: Jenna Murobayashi **Phone:** (619) 895-1911 **Email:** design@jennamurobayashi.com

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

S**ub Contract Dollar Amount:** $TBD , **(per year)** $TBD **(total contract term)**

Scope of work subcontractor will perform: Graphic Design

Certification Type: DBE, DVBE, ELBE, MBE, SLBE, WBE, Not Certified: 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.

Jon Schmid (President/CEO)		08/28/2024
Print Name, Title	Signature	Date

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.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS (continued):

Company Name: Definitely Mabie Consulting, LLC.

Address: 21610 SE 273rd Pl., Maple Valley, WA 98038

Contact Name: Penny Mabie **Phone:** (206) 715-4342 **Email:** penny@definitely-mabie.com

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

Sub Contract Dollar Amount: $TBD , (per year) $TBD (total contract term)

Scope of work subcontractor will perform: Language Services

Certification Type: DBE, DVBE, ELBE, MBE, SLBE, WBE, Not Certified: Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: RNT Architects

Address: 363 Fifth Avenue, Suite 202, San Diego, CA 92101

Contact Name: Rick Espana Phone: (619) 233-1023 Email:espana@rntarchitects.com

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

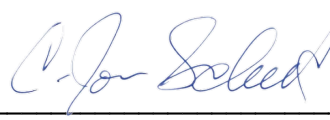
S**ub Contract Dollar Amount:** $TBD , **(per year)** $TBD **(total contract term)**

Scope of work subcontractor will perform: Graphic Design

Certification Type: DBE, DVBE, ELBE, MBE, SLBE, WBE, Not Certified: 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.

Jon Schmid (President/CEO)		08/28/2024
Print Name, Title	Signature	Date

The City of SAN DIEGO

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

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

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

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

Name of Company: Cook & Schmid, LLC

ADA/DBA: Cook + Schmid

Address (Corporate Headquarters, where applicable): 626 Savoy Street

City: San Diego County: San Diego State: CA Zip: 92106

Telephone Number: (619) 814-2370 Fax Number: N/A

Name of Company CEO: Jon Schmid

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: Public Relations & Marketing Type of License: Limited Liability Company (LLC)

The Company has appointed: Jon Schmid

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: 626 Savoy Street, San Diego, CA 92106

Telephone Number: (619) 200-7257 Fax Number: N/A Email: jschmid@cookandschmid.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 Cook & Schmid, LLC
(Firm Name)

San Diego *(County)*, California *(State)* hereby certify that information provided herein is true and correct. This document was executed on this 28th day of August, 20. 24

(Authorized Signature)

Jon Schmid
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Cook & Schmid, LLC DATE: 08/28/24

OFFICE(S) or BRANCH(ES): 1 Office COUNTY: San Diego

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

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

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) 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	5	3	2	2					2	3		2
Professional			1		2	1						1		
A&E, Science, Computer			1											
Technical														
Sales														
Administrative Support														
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column		1	7	3	4	3					2	4		2

Grand Total All Employees	26

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

Disabled			0	0	0	0						0		

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														

Grand Total All Employees _____

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

Disabled														

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: Cook & Schmid, LLC

Certified By Jon Schmid Title President/CEO

Name

Signature

Date 08/28/24

The City of SAN DIEGO

Request for Proposal (RFP) for As-Needed Public Outreach and Engagement Consultant Services for the City Planning Department

Addendum A

Solicitation Number:	10090176-25-D
Solicitation Issue Date:	August 7, 2024
Pre-Proposal Conference:	No Pre-Proposal Conference will be held.
Questions and Comments Due:	August 14, 2024 @ 12:00 p.m.
Proposal Due Date and Time ("Closing Date"):	August 28, 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 Senior Procurement Contracting Officer Contracting Officer DSingleton@sandiego.gov (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.**

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_____.

HEATHER FERBERT, City Attorney

BY:_____
Deputy City Attorney

City of San Diego

CONTRACTOR STANDARDS

Pledge of Compliance

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

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

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

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

A. BID/PROPOSAL/SOLICITATION TITLE:

As-Needed Public Outreach and EngagementProfessional Services

B. BIDDER/PROPOSER INFORMATION:

Cook & Schmid, LLC		Cook + Schmid	
Legal Name		DBA	
626 Savoy Street	San Diego	CA	92106
Street Address	City	State	Zip
Jon Schmid, President/CEO	(619) 814-2370		
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.

Jon Schmid	President/CEO
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

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: 10/11/2006 State of formation: California

List the name, title and address of members who own ten percent (10%) or more of the company:

Jon Schmid, President/CEO, 626 Savoy Street, San Diego, CA 92106
_____
_____
_____

☐ 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: US Bank

   Point of Contact: Tracey K. Weibel

   Address: 1175 Rosecrans St., San Diego, CA 92106

   Phone Number: (619) 619-6002

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.: B2009032061 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: Moffatt & Nichol

Contact Name and Phone Number: Matthew Martinez, 619-793-5642

Contact Email: mmartinez@moffattnichol.com

Address: 1660 Hotel Circle N., Suite 500, San Diego, CA 92108

Contract Date: June 1, 2022

Contract Amount: $ 568,000.00

Requirements of Contract: Public Relations Services

Company Name: San Diego County Water Authority

Contact Name and Phone Number: Denise Vedder, 619-770-8403

Contact Email: dwvedder@gmail.com

Address: 4677 Overland Avenue, San Diego, CA 92123

Contract Date: March 1, 2020

Contract Amount: $ 130,000.00

Requirements of Contract: Public Relations Services

Company Name: SD County Dept. of General Services Behavioral Health Crisis Stabilization Unit

Contact Name and Phone Number: Dave Dobson, 619-269-9707

Contact Email: David.Dobson@sdcounty.ca.gov

Address: 5560 Overland Avenue, Suit 410, San Diego, CA 92123

Contract Date: April 1, 2022

Contract Amount: $ 200,000.00

Requirements of Contract: Public Relations Services

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 # 13CS0823

3. Are you certified as any of the following:
   a. Disabled Veteran Business Enterprise Certification #_____
   b. Woman or Minority Owned Business Enterprise Certification # 7LN00030
   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: Aida Castaneda Consulting, LLC.

Address: 1650 Hotel Circle N., Ste. 222, San Diego, CA 92108

Contact Name: Aida Castaneda Phone: (619) 665-7037 Email: Aida@AidaCConsulting.com

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

Sub-Contract Dollar Amount: $TBD (per year) $TBD (total contract term)

Scope of work subcontractor will perform: Public Relations Consultant

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: Szabo Designs

Address: 711 Albion Street, San Diego, CA 92106

Contact Name: Stacey Szabo Phone: (619) 804-2423 Email: stacey@szabodesigns.com

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

Sub-Contract Dollar Amount: $TBD (per year) $TBD (total contract term)

Scope of work subcontractor will perform: Graphic 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.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

☑ Initial submission of *Contractor Standards Pledge of Compliance*

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement

☐ Update of prior *Contractor Standards Pledge of Compliance* dated _____.

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.

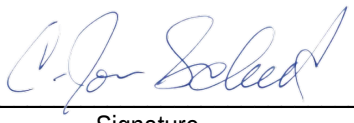
(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(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.

Jon Schmid (President/CEO)		08/28/2024
Name and Title	Signature	Date

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.

F. PERFORMANCE HISTORY (continued):

7. Performance References (continued):

Company Name: WSP
Contact Name and Phone Number: Bridget Wieghart, (503) 334-6400
Contact Email: Bridget.Wieghart@wsp.com
Address: 1300 SW Fifth Avenue, Suite 3100, Portland, OR 97201
Contract Date: January 1, 2022
Contract Amount: $44,000.00
Requirements of Contract: Public Relations Services

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.

Jon Schmid (President/CEO)		08/28/2024
Print Name, Title	Signature	Date

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.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS (continued):

Company Name: Redshift Pictures, Inc.

Address: 9269 Lemon Avenue, La Mesa, CA 91941

Contact Name: Darren Kawasaki, **Phone:** (858) 775-7439, **Email:** darren@redshiftpictures.tv

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

Sub Contract Dollar Amount: $TBD , (per year) $TBD (total contract term)

Scope of work subcontractor will perform: Videography, Photography

Certification Type: DBE, DVBE, ELBE, MBE, SLBE, WBE, Not Certified: Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: Sagetree

Address: 750 Otay Lakes Road, #302, Chula Vista, CA 91913

Contact Name: Richard Yumul, **Phone:** (866) 728-9100, **Email:** rich@sagetree.com

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

S**ub Contract Dollar Amount:** $TBD , **(per year)** $TBD **(total contract term)**

Scope of work subcontractor will perform: Website Design

Certification Type: DBE, DVBE, ELBE, MBE, SLBE, WBE, Not Certified: 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.

Jon Schmid (President/CEO)		08/28/2024
Print Name, Title	Signature	Date

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.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS (continued):

Company Name: Hanna Interpreting Services, LLC

Address: 3322 Sweetwater Springs Blvd. #204, Spring Valley, CA 91977

Contact Name: Tom Elias Hanna, **Phone:** (855) 777-8007, **Email:** tom@hannais.com

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

Sub Contract Dollar Amount: $TBD , (per year) $TBD (total contract term)

Scope of work subcontractor will perform: Language Services

Certification Type: DBE, DVBE, ELBE, MBE, SLBE, WBE, Not Certified: Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: Jenna Murobayashi

Address: 4750 68th Street, San Diego, CA 92115

Contact Name: Jenna Murobayashi **Phone:** (619) 895-1911 **Email:** design@jennamurobayashi.com

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

S**ub Contract Dollar Amount:** $TBD , **(per year)** $TBD **(total contract term)**

Scope of work subcontractor will perform: Graphic Design

Certification Type: DBE, DVBE, ELBE, MBE, SLBE, WBE, Not Certified: 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.

Jon Schmid (President/CEO)		08/28/2024
Print Name, Title	Signature	Date

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.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS (continued):

Company Name: Definitely Mabie Consulting, LLC.

Address: 21610 SE 273rd Pl., Maple Valley, WA 98038

Contact Name: Penny Mabie **Phone:** (206) 715-4342 **Email:** penny@definitely-mabie.com

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

Sub Contract Dollar Amount: $TBD , (per year) $TBD (total contract term)

Scope of work subcontractor will perform: Language Services

Certification Type: DBE, DVBE, ELBE, MBE, SLBE, WBE, Not Certified: Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: RNT Architects

Address: 363 Fifth Avenue, Suite 202, San Diego, CA 92101

Contact Name: Rick Espana Phone: (619) 233-1023 Email:espana@rntarchitects.com

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

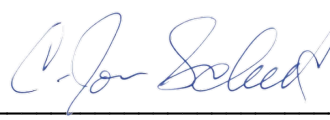
S**ub Contract Dollar Amount:** $TBD , **(per year)** $TBD **(total contract term)**

Scope of work subcontractor will perform: Graphic Design

Certification Type: DBE, DVBE, ELBE, MBE, SLBE, WBE, Not Certified: 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.

Jon Schmid (President/CEO)		08/28/2024
Print Name, Title	Signature	Date

The City of SAN DIEGO

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

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

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

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

Name of Company: Cook & Schmid, LLC

ADA/DBA: Cook + Schmid

Address (Corporate Headquarters, where applicable): 626 Savoy Street

City: San Diego County: San Diego State: CA Zip: 92106

Telephone Number: (619) 814-2370 Fax Number: N/A

Name of Company CEO: Jon Schmid

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: Public Relations & Marketing Type of License: Limited Liability Company (LLC)

The Company has appointed: Jon Schmid

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: 626 Savoy Street, San Diego, CA 92106

Telephone Number: (619) 200-7257 Fax Number: N/A Email: jschmid@cookandschmid.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 Cook & Schmid, LLC
(Firm Name)

San Diego *(County)*, California *(State)* hereby certify that information provided herein is true and correct. This document was executed on this 28th day of August, 20. 24

(Authorized Signature)

Jon Schmid
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Cook & Schmid, LLC DATE: 08/28/24

OFFICE(S) or BRANCH(ES): 1 Office COUNTY: San Diego

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

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

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) 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	5	3	2	2					2	3		2
Professional			1		2	1						1		
A&E, Science, Computer			1											
Technical														
Sales														
Administrative Support														
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column		1	7	3	4	3					2	4		2

Grand Total All Employees	26

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

Disabled			0	0	0	0						0		

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														

Grand Total All Employees _____

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

Disabled														

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: Cook & Schmid, LLC

Certified By Jon Schmid Title President/CEO

Name

Signature

Date 08/28/24

City of San Diego

Small Local Business Enterprise (SLBE) Program Certification

Cook & Schmid, LLC

Small Local Business Enterprise (SLBE)

Professional Services

(NAICS: 541430, 541810, 541613, 541820)

Certification Number: 13CS0823

Effective: 1/20/2023 - 1/20/2025

Christian Silva
Program Manager
Equal Opportunity Contracting

SUPPLIER CLEARINGHOUSE

CERTIFICATE OF ELIGIBILITY

CERTIFICATION EXPIRATION DATE: **March 2, 2026**

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

Cook & Schmid LLC

Minority Business Enterprise (MBE)

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on- site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998.

VON: 7LN00030 ***DETERMINATION DATE: March 2, 2023***

CALIFORNIA UNIFIED CERTIFICATION PROGRAM (CUCP)

DEPARTMENT OF TRANSPORTATION
OFFICE OF BUSINESS AND ECONOMIC OPPORTUNITY
1823 14th STREET
SACRAMENTO, CA 95811
Phone: (916) 324-0449
Fax : (916) 324-1862
TTY 711

February 13, 2014

Mr. Jon Schmid
Cook + Schmid, LLC
3033 Fifth Ave.
San Diego, CA. 92106

Firm Number: 41736

Dear Mr. Schmid:

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 Federal Regulation (CFR) 49, Part 26, as amended.

Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under these specific areas of your expertise and license identified following a comprehensive review of your firm:

NAICS Category Codes	Description
541820	Public Relations
541613	Marketing Consulting
541910	Marketing Analysis & Research
541810	Advertising Agency
541430	Graphic Design

Work Category Codes	Description
C8712	Public Relations
I8740	Management & Public Relations
I8730	Research & Testing Services
I8750	Market Research & Focus Group
I7336	Commercial Art & Graphic Design
I7310	Advertising

Your DBE certification is recognized solely for the above codes. You may review your firm's information in the CUCP DBE Database, which can be accessed at Caltrans' Web site at

http://www.dot.ca.gov/hq/bep/. Any additions and revisions must be submitted to Caltrans for review and approval.

In order to assure continuing DBE status, you must annually 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 Caltrans.

Also, should any changes occur that could affect your certification status prior to receipt of the No Change Declaration Form, such as changes in your firm's name, business/mailing address, ownership, management or control, or failure to meet the applicable business-size standards or personal net worth standard, please notify us immediately. Failure to submit forms and/or change of information will be deemed a failure to cooperate under Section 26.109 of the Regulations.

Caltrans reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. DBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records, and documents by Caltrans.

For information on Caltrans' contracting opportunities, please visit our website at http://www.dot.ca.gov/hq/esc/oe/.

Congratulations, and thank you for your continued interest in participating in the DBE Program. I wish you every business success.

Sincerely,

Janice Salais

JANICE SALAIS
Chief
Certification Branch

Cook + Schmid

The City of San Diego

As-Needed Public Outreach and Engagement RFP

August 28, 2024

626 Savoy Street | San Diego, CA 92106 | CookandSchmid.com | 619.814.2370 | info@cookandschmid.com



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Executive Summary

The City of San Diego City Planning Department plays a critical role as our region faces significant challenges that include accommodating growth, increasing the housing and affordable housing stock, updating critical infrastructure, promoting transportation solutions and sustainability, all while fostering regional prosperity and protecting and enriching communities.

Educating the public about the City Planning Department and its role, building trust through genuine engagement, and collecting meaningful input can create support for the agency and its policies.

Cook + Schmid (C+S) is the ideal partner to help City Planning with outreach because we are personally invested in and connected to communities seeking to improve the regional quality of life. We also have the experience and innovative approaches that can achieve broad, meaningful public engagement. Highlights from our proposal that illustrate this include the following.

- We have more than 20 years of experience conducting public outreach for important regional issues, including infrastructure, transportation, housing, open space, and the environment. Our seasoned strategists are actively involved in improving the livability of San Diego's communities.
- Our team includes recognized industry experts in both regional planning and effective outreach methodologies. This intersection of knowledge, skills, and relationships makes the C+S team uniquely qualified to take community engagement for planning to the next level of trust to capture meaningful input that will reflect our community's needs and desires.
- Our team embodies the diverse communities you are seeking to reach. As a minority-owned firm, C+S is committed to equity and inclusion, and it is our corporate mission to ensure all San Diegans have a voice. We have deep relationships in the communities you must engage with, their elected representatives, and community organizations.
- C+S is recognized for the highly creative and innovative tactics and technologies we employ to increase and amplify engagement, especially with hard-to-reach audiences. We are experts at using and explaining data, both as a way to inform policy and as a tool for communicating with audiences. We use creative design to pique interest and elegantly communicate complex ideas.
- And finally, our management systems ensure our work is of the highest quality and is completed on time and on budget. We would operate as an extension of your team and will support your efforts with creative ideas, energy, and reliability.



Proposal

About C+S

For the past two decades, C+S has been building the knowledge, understanding, skills, and relationships to engage effectively with communities, make San Diego a better place to live, and prepare our region for the next century. This mission aligns with the City's goals. For this reason, we would make an excellent partner in helping City Planning conduct public outreach and engagement.

Familiar with City Planning Processes and Communities

Based on previous work and the professional background of our team, C+S is well-versed in the local and regional public participation landscape, including planning groups, community-based organizations (CBOs), working groups, City advisory boards and commissions, other local agencies, as well as with City Council hearings and proceedings, noticing requirements, and other essential elements to inform City Planning outreach and engagement efforts. Our team includes former staff members of elected officials and local government employees, so we understand protocols and processes, as well as the relationships between various departments and constituencies that must be managed.

Cultural Diversity

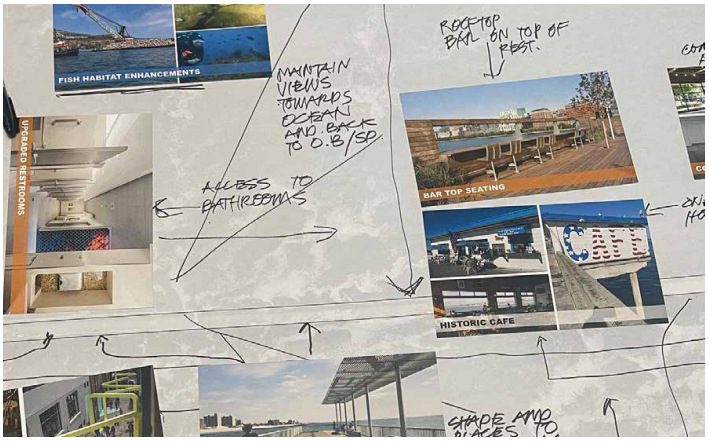
Our team reflects the diverse communities you are seeking to reach. As a minority-owned and DBE-certified firm, C+S is committed to equity and inclusion, and it is our corporate mission is to ensure all San Diegans have a voice. We have deep relationships in the communities you must engage with, their elected representatives, and community organizations. Our inclusive public engagement practices and cultural competency allow us to work with varied communities.















Our translation experts enable us to operate in Spanish, Tagalog, Chinese, Vietnamese and Korean. Diversity, equity, and inclusion are always top of mind with our team and are critical to our corporate culture and mission.

Experts in Outreach

Our team includes national experts in public engagement and creative tactics. Our team members are certified by the Institute for Participatory Management and Planning, as well as by the International Association of Public Participation (IAP2). This means we follow best practices and apply the newest methodologies based on our experiences and research from around the country.

Creative Tactics

C+S is recognized for the highly creative and innovative tactics and technologies we employ to increase and amplify engagement, especially with hard-to-reach audiences. We are experts at using and explaining data, both as a way to inform policy, and a tool for communicating to audiences. We use creative design to pique interest and clearly communicate complex ideas.

Planning Gurus

In addition, our team includes some of the foremost experts in planning, economics, land use, and transportation. It gives our team a high-level understanding of regional issues and policies. This expertise also enables us to focus on specific communities and connect them to matters relevant to your plans to build trust and gather input.

A Robust Toolbox

C+S has extensive experience providing the following services:

- Inclusive public involvement planning and implementation
- Creative marketing solutions and outreach campaigns
- Public participation event management and meeting facilitation

- Public participation training development
- Policy writing
- Use of innovative technologies to visually represent and foster public interaction with data
- Arts-based engagement
- Audiovisual media production
- Web and graphic design
- Focus groups
- Survey research
- Creative outreach strategies



SPRING 2007

The LOOKOUT

Fire-safety Information to Keep Our Forests Healthy and Your Property Safe

MAST

Deadline for Marking Dead Trees Approaches

Time is running out. Mountain-area property owners with dead, dying or diseased trees on their property have until June 30, 2007, to get their trees marked for removal through the San Bernardino County Hazardous Tree Abatement Program.

The program has significantly reduced the potential for catastrophic wildfires. But the $70 million in funding from the federal government is due to expire at the end of the year.

Property owners may contact the San Bernardino County Hazardous Tree Abatement Program at (909) 867-1240.Under the tree abatement program, Mountain Area Safety Taskforce (MAST) member agencies have removed more than one million trees over the past five years. Participants in the tree removal program include the County of San Bernardino, San Bernardino County Fire, CalFire, the U.S. Forest Service, the Natural Resources Conservation Service, Caltrans, and Southern California Edison.

"Property owners need to act now, if they want assistance with tree removal," said Assistant Chief Peter Brierty of the San Bernardino County Fire Department.

Prolonged drought has left the forests in the San Bernardino Mountains in a weakened state and suffering from the bark beetle infestation, which continues to kill vast numbers of trees. MAST, in association with the county fire department, is spearheading the effort to restore the health of the forest and make it more fire resistant by removing dead, dying and diseased trees from areas especially vulnerable to wildfire.

"We do not want a repeat of the catastrophic 2003 Grand Prix and Old fires," Brierty said.

MAST is also shifting its program focus from the removal of dead, dying and diseased trees to thinning live trees, also known as "green fuel," to promote a healthy forest and further reduce the potential for a catastrophic fire.

While the response from property owners to MAST's wildfire prevention efforts has been overwhelmingly positive, many people do not understand the need to remove live trees. The problem fire protection officials face is that not only do live trees burn, the forest is overstocked, with 100 to 200 trees per acre, where a healthy forest has 40 to 60 trees per acre. Thinning live trees not only reduces the fire danger, it also frees up resources for the remaining trees, making them more healthy, restoring their vigor and making them more resistant to bark beetle infestation.

This does not mean property owners have to clear their land. To achieve the healthy forest goal, only low-value live trees need to be removed. Officials say that typically these are saplings and trees 8 to 10 inches in diameter or less.

Moreover, thinning live trees also helps property owners create a defensible space around their homes, where officials recommend trees be spaced 20 to 30 feet apart, depending on the ground slope and other factors.

"A thinner forest is a healthier forest, and a healthier forest is a fire-resistant forest." Brierty said.

Officials celebrate the felling of the one millioneth tree in the San Bernardino County Fire Department Hazardous Tree Abatement Program. Property owners have until June 30, 2007, to have their trees marked for removal.

What's INSIDE

Establish Defensible Space – Obey the law by making your property fire-safe *(page 2)*.

Protect Your Home From Fire – Tips on how to minimize the fire risk to your home *(page 2)*.

Reforestation – Resources and advice on landscaping your yard *(page 3)*.

Spring Cleaning – Seasonal steps to keep wildfires away from your property *(page 4)*.

Tree Removal/Thinning Resources

For general tree removal advice, including information concerning regulatory requirements, financial assistance programs, and tree removal services in the San Bernardino Mountains area, contact:

- San Bernardino County Hazardous Tree Abatement Program at (909) 867-1240, or
- CalFire, Forest Care Program, (909) 881-6900.
- The Forest Care partners, the National Forest Association and CalFire, working under a grant from the USDA Forest Service, will reimburse property owners up to 75 percent of the cost of implementing a qualified plan. Call 1 (888) 883-THIN or complete the form online at: http://www.sbnfa.com/forestcare.php

If you have or see trees near power lines, contact your local utility:

- SOUTHERN CALIFORNIA EDISONFor information pertaining to its tree removal program at (800) 640-3652 or (800) 655-4555 or online at: http://www.sce.com/

CASE STUDY

Thin Is In: Taking Out 'Green Fuel'

Phil and Sandy Browne own three adjoining lots, totalling about 1-1/2 acres, in the Angelus Oaks region of the San Bernardino Mountains.

A portion of their property lies on a steep slope rising out of a riparian canyon where the brush cannot be cleared. In the event of a fire, the canyon could create a "chimney effect," driving the fire toward the enclave of houses above. This area is considered "vulnerable" by fire protection officials. The property was heavily timbered with cedar, oak, spruce and pine.

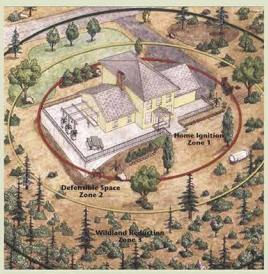
In 2004, the Brownes thinned the timber and cleared undergrowth on the upper portion of their property as far as the drop-off. But because of the steep slope on the drop-off, the remainder was untouched. In addition, the Brownes were reluctant to have any more live trees removed.

THE PLAN: After hearing about the Forest Care program sponsored by the California Dept. of Forestry and the San Bernardino National Forest Association the Brownes chose to participate. Under the program qualified property owners are reimbursed up to 75 percent of the cost of removing live trees ("green fuel").

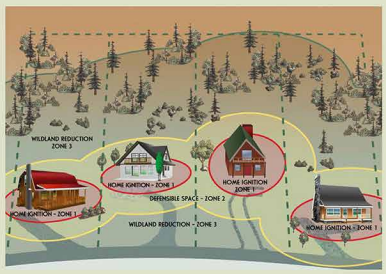
A forester identified trees and brush that needed to be removed, then the Brownes obtained bids from private contractors and selected one to perform the work last year.

THE RESULT: The Brownes paid $4,100 for 110 small to medium-sized trees (up to 12 inches in diameter) to be removed. They also paid "a little extra" to have the wood cut into smaller pieces and to have some fallen trees removed. Despite their initial reluctance to take out any more trees, the Brownes are glad they did it. "The forest was too thick," Phil Browne acknowledged. "We like it better now. It opened things up a bit and it also helps with fire protection.. We are pleased with the result."

Phil and Sandy Brown participated in the Forest Care program and thinned the trees on their property. The before (above) and after (right) pictures show how they were able to make their property more fire-safe and create a healthier forest.



Creating a defensible space around your property protects your house and aids in fire protection.



In areas with several houses in close proximity, neighbors need to work together to protect their collective area. Creating a defensible space is a community effort.

Planting Seedlings Next Step in Forest Restoration

Thinning trees and vegetation on private property and neighboring public land is the first step toward restoring healthy, more fire-resistant forests throughout San Bernardino County, fire-protection officials say.

The next step is to introduce carefully selected seedlings in areas that have burned or been affected by bark beetle infestations. These native trees will help restore the original mixed conifer/hardwood forest, prevent erosion and ensure that the scenic mountainsides synonymous with the San Bernardino County Mountains will be available for future generations to enjoy.

Lake Arrowhead resident Lori Pearson is working with theCalFire, ReLeaf, and the Arrowhead Lake Association to further these goals. Pearson, a trained landscape architect, emphasizes the importance of planting trees grown from seeds harvested in the areas where they will be planted.

"Native trees support the natural wildlife of an area and, once established, they do not need supplemental watering," Pearsons said. For the San Bernardino Mountains, she recommends such trees as Ponderosa, Jeffrey and Coulter pines. CalFire is growing these and other native trees from local seed stock for reforestation purposes. Larger sizes will be available for homeowners to purchase at local nurseries this spring. Southern California Edison also collects seedlings and donated 20,000 to the program last year.

Pearson is also working with the Arrowhead Lake Association Forest and Property Planning Committee to develop a demonstration garden at the Tavern Bay Beach Club. Scheduled for completion in late spring, the garden will showcase native and adaptable drought-tolerant plants that will thrive in the planting area. Commercially available shrubs and ground covers will be planted as an example for local homeowners.

The garden will exhibit proper spacing for trees to improve fire safety and promote a healthy forest. Proper spacing depends on slope and proximity to structures, but should be natural and avoid understory plantings. Fire protection officials recommend spacing trees 20 to 30 feet apart, depending on the slope of the terrain.

For further information about the demonstration garden, contact the Arrowhead Lake Association at (909) 337-2595.



Plant native trees. Officials recommend spacing trees 20 to 30 feet apart to create a defensible space for firefighting. Do not plant lawns or other high-water-use plants around the base of trees. Mulch around trees to discourage weeds and slow evaporation. Build a four-to-six inch earthen dam around the drip line of all trees and shrubs to ensure they retain the water they receive. Train your trees to develop deep roots by watering thoroughly but infrequently.

REPLANT WISELY; HANDS-ON EXPERIENCE

ReLeaf, an organization devoted to developing healthy forests in California, is working to educate the community about appropriate seedling selection and planting. Unlike some non-native trees that require additional watering to survive, native trees do not need special care. For more information about ReLeaf and for contacts and seedling suppliers, call toll-free (866) 923-3473.

Children can also play an important role in the restoration process. The Children's Forest Association has created a hands-on curriculum called Great Seeds Native Plant Restoration Program. Through this program, children can germinate native seeds, monitor the success of restoration projects, and share their knowledge with the community by leading greenhouse tours and educational presentations. For more information on the Children's Forest Association and how to get involved, call (909) 382-2777.

CALIFORNIA ReLEAF

Ability to Fulfill the Scope of Services

1. Project Management and Deliverables

C+S typically serves as the project manager for its public outreach projects and takes a very proactive role in the management of campaigns.

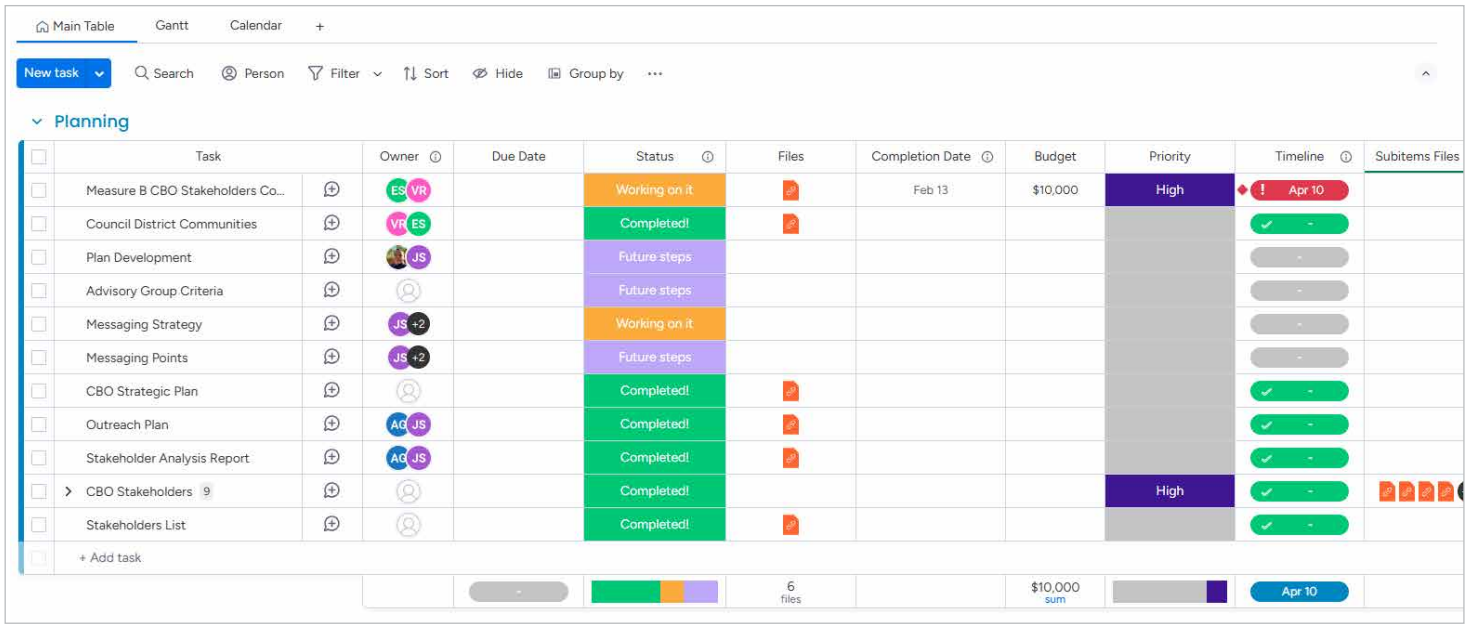
For the San Diego County Water Authority (SDCWA), C+S proactively analyzed survey data and determined a low level of understanding among Latinos about the safety of water and trust in the agency. Based on these findings and with the approval of the SDCWA, C+S developed a successful campaign to educate Latinos on this topic and build trust.

In its role, C+S provides meeting agendas, meeting notes, status updates, management of budgets, management of partners and consultants, meeting with community groups and members, meetings with other agencies, public hearings and meetings, and coordination of tasks and deliverables. In this role, C+S will organize the kick-off meeting, regular client update meetings and ongoing project management.

For project management, C+S has a cloud-based file sharing system and project management software (Mondays). Documents related to the projects will be placed on shared drives and other administrative documents will be provided, such as meeting minutes, invoices, backup details of monthly activities, presentation Power Points, outreach summaries and other important information.

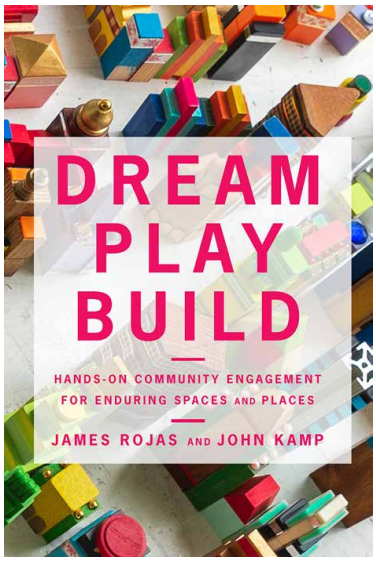
C+S regularly acts as a liaison between engagement partners and is currently functioning in this role as part of its outreach contract with the City of San Diego for Measure B implementation, the OB Pier Renewal Project, the City's Safe Streets for All project and several others.

C+S provided project management services for the case studies included in this proposal.

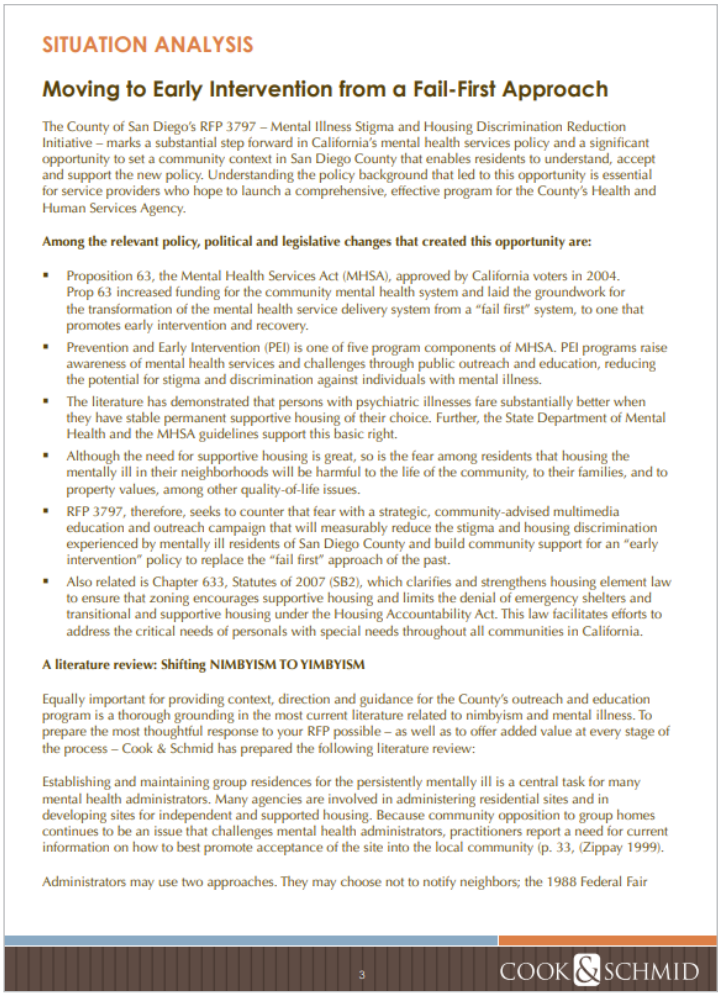


2. Outreach and Engagement Research Planning

C+S provides the full range of outreach and engagement strategies, including planning inclusive outreach campaigns. This includes conducting all the demographic, geographic, and socioeconomic studies required as a solid foundation for developing outreach strategies. C+S regularly produces "Literature Reviews" of the recent academic research to identify current best practices and to provide a deeper understanding of the issues being addressed. Our team includes a PhD in Public Administration who is up-to-date on the latest best practices and can produce in-depth literature reviews and other academic research.



Our team also includes experts and leaders in strategies for reaching underrepresented groups and communities. James Rojas and John Kamp are published authors on this topic, having authored many articles and the book: *Dream Play Build: Hands on Community Engagement for Enduring Spaces and Places*. We also regularly partner with Community Based Organizations to identify the best tactics and to identify areas in need of specialized outreach methodologies.



SITUATION ANALYSIS

Moving to Early Intervention from a Fail-First Approach

The County of San Diego's RFP 3797 – Mental Illness Stigma and Housing Discrimination Reduction Initiative – marks a substantial step forward in California's mental health services policy and a significant opportunity to set a community context in San Diego County that enables residents to understand, accept and support the new policy. Understanding the policy background that led to this opportunity is essential for service providers who hope to launch a comprehensive, effective program for the County's Health and Human Services Agency.

Among the relevant policy, political and legislative changes that created this opportunity are:

- Proposition 63, the Mental Health Services Act (MHSA), approved by California voters in 2004. Prop 63 increased funding for the community mental health system and laid the groundwork for the transformation of the mental health service delivery system from a "fail first" system, to one that promotes early intervention and recovery.
- Prevention and Early Intervention (PEI) is one of five program components of MHSA. PEI programs raise awareness of mental health services and challenges through public outreach and education, reducing the potential for stigma and discrimination against individuals with mental illness.
- The literature has demonstrated that persons with psychiatric illnesses fare substantially better when they have stable permanent supportive housing of their choice. Further, the State Department of Mental Health and the MHSA guidelines support this basic right.
- Although the need for supportive housing is great, so is the fear among residents that housing the mentally ill in their neighborhoods will be harmful to the life of the community, to their families, and to property values, among other quality-of-life issues.
- RFP 3797, therefore, seeks to counter that fear with a strategic, community-advised multimedia education and outreach campaign that will measurably reduce the stigma and housing discrimination experienced by mentally ill residents of San Diego County and build community support for an "early intervention" policy to replace the "fail first" approach of the past.
- Also related is Chapter 633, Statutes of 2007 (SB2), which clarifies and strengthens housing element law to ensure that zoning encourages supportive housing and limits the denial of emergency shelters and transitional and supportive housing under the Housing Accountability Act. This law facilitates efforts to address the critical needs of personals with special needs throughout all communities in California.

A literature review: Shifting NIMBYISM TO YIMBYISM

Equally important for providing context, direction and guidance for the County's outreach and education program is a thorough grounding in the most current literature related to nimbyism and mental illness. To prepare the most thoughtful response to your RFP possible – as well as to offer added value at every stage of the process – Cook & Schmid has prepared the following literature review:

Establishing and maintaining group residences for the persistently mentally ill is a central task for many mental health administrators. Many agencies are involved in administering residential sites and in developing sites for independent and supported housing. Because community opposition to group homes continues to be an issue that challenges mental health administrators, practitioners report a need for current information on how to best promote acceptance of the site into the local community (p. 33, (Zippay 1999).

Administrators may use two approaches. They may choose not to notify neighbors; the 1988 Federal Fair

3 COOK & SCHMID

Multicultural outreach is a special area of focus of ours and we refer you to the case studies for elaboration on this topic. Tracking engagement by community and identifying where to place additional outreach is a regular part of our strategy, including course changes to ensure adequate engagement by all communities.

Communities are often engaged by multiple public and government agencies for a range of projects. For this reason, C+S prioritizes using previous and existing research and highly creative engagement strategies to minimize participation "fatigue."

3. Planning, Execution and Facilitation of Engagement Activities

C+S is experienced at leading all aspects of community engagement activities. This includes logistical considerations, such as finding and booking venues, developing support materials, permitting, obtaining media releases, detailed logistical plans, schedules, runs of show, agendas, itineraries, hold-the-dates, invitations, and notifications. See the OB Pier and Port of San Diego case studies.

C+S coordinates, plans, facilitates and implements in-person and online public meetings. We also publicize events and drive attendance from varied communities to ensure diverse input and participation from underserved communities.

Our strategies include creative outreach tactics, such as popup events, and targeted digital engagement, which is described below and in our case studies.

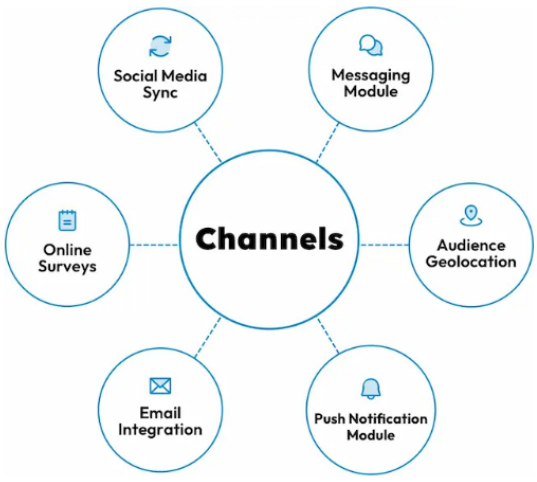
C+S has an extensive history recruiting, screening and organizing and managing citizen advisory committees as well as ambassador programs. We are currently actively involved in this process for the City of San Diego's Measure B implementation.

For the Santa Fe Irrigation District we recruited, screened, provided training and empowered ambassadors to engage with their neighbors on water conservation. This was part of a program that resulted in a 20 percent reduction in water usage in the District. This campaign was recognized with two Silver Anvils from the Public Relations Society of America, our industry's highest recognition.

C+S has developed a proprietary public outreach technology platform called Community Voice (communityvoice.net) that initiates, facilitates, tracks and monitors engagement with the public and important stakeholders.

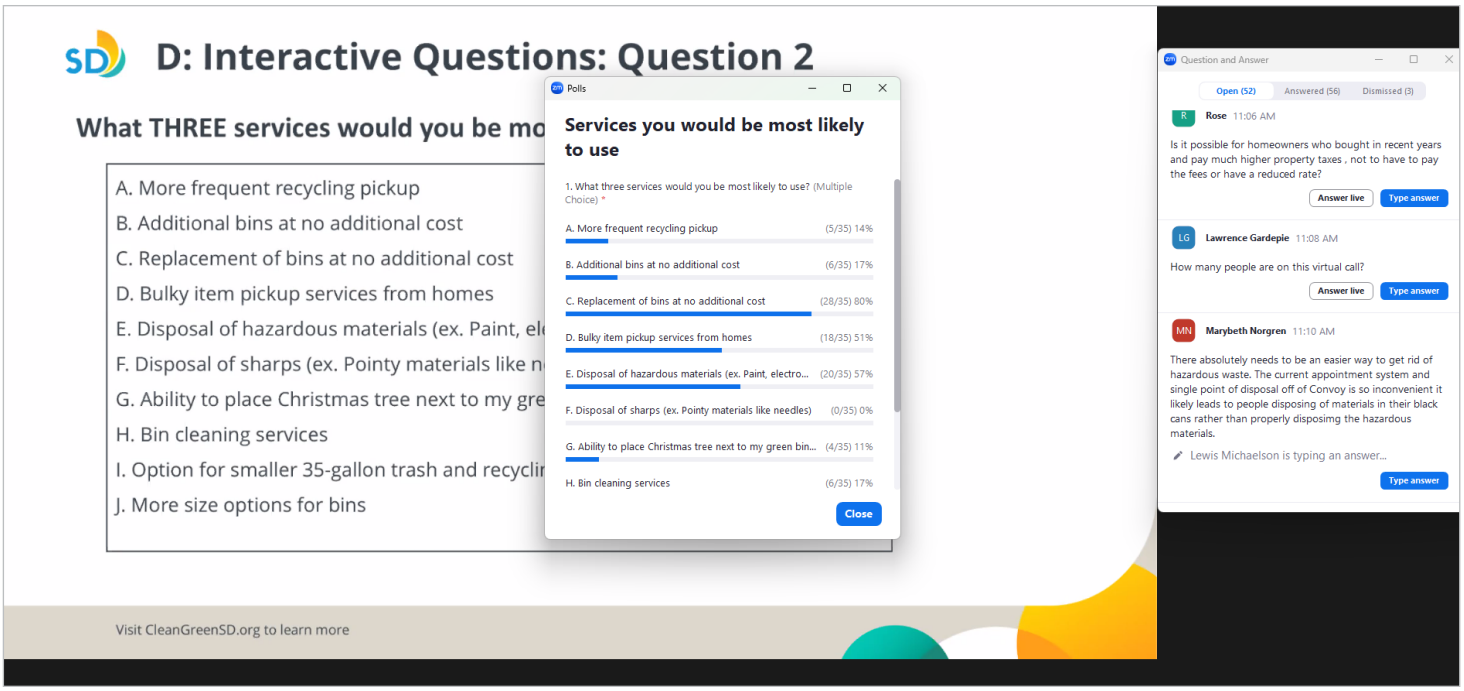
Community Voice offers the following capabilities:

- Build and segment audiences using existing agency contacts
- Precisely target and build new audiences through Community Voice's outreach and engagement technology
- Track issues, level of engagement and other important information relevant to particular audience members
- Deliver the right message to the right person to achieve higher levels of engagement using our AI tools and Dynamic Creative Optimization technology.
- Amplify engagement through multiple channels, including surveys, synchronization with social media, audience geolocation, push notifications, messaging, and email.



Amplifying campaigns across multiple Engagenent Actions

Our platform offers various digital channels for campaign implementation, including survey deployment, digital campaigns on social media, and direct contact through WhatsApp, among others. All of these can be easily configured with just a few clicks to effectively reach your target audience.





All-in-One Community Engagement Platform

Community Voice optimizes communication strategies and gathers data that facilitates more informed decision-making by enabling the creation of digital campaigns for projects.

4. Training and Capacity Building for Inclusive Engagement

C+S staff has extensive experience with training on the topic of effective public outreach and inclusive engagement, in addition to training the public. Our team includes dedicated and trained instructors who are certified by the Institute for Participatory Management and Planning, focusing on Citizen Participation by Objectives and Systematic Development of Informed Consent, as well as by the International Association of Public Participation (IAP2), focused on Effective Planning, Communications, and Techniques for Public Participation.

As stated above, C+S has extensive experience in conducting educational training for the public, including ambassador programs. In addition to training City staff, C+S has successfully run a number of citizen ambassador programs designed to educate members of the public about our clients' operations and to actively include them in agency initiatives.

5. Statistically Valid Surveys

C+S regularly conducts statistically valid surveys for clients in the public sector. We are experienced at survey questionnaire development, sampling, implementation of surveys, obtaining representative responses from diverse communities, weighting survey responses, and data analysis and reporting. C+S' partners include CIC Research and Luth Research, who we have worked with for many years to conduct surveys and provide the services listed above.

In addition, C+S is well versed in the latest methodologies in an era where survey companies struggle to obtain adequate responses. This includes internet survey panels and other approaches that have proven to achieve representative sampling where random digit dialing is not as effective as it once was.

C+S' was recognized with a Public Relations Society of America Bernays Award for the research it conducted as part of its Agua Pura Directamente de la Llave campaign for the San Diego County Water Authority.

C+S also provides other research methods, such as one-on-one interviews, focus groups, and informational surveys, to support research initiatives.

C+S has recently provided survey work for the California Parks Dept, the City of San Diego, SANDAG, and the Anza Borrego Foundation.

What are the barriers that exist to taking your students on a field trip to California State Parks? (% responding "Represents a major barrier")

	Total	K-6	7-12	Trip P5Y	No Trip P5Y	Title 1	Not Title 1
Costs	66%	65%	70%	50%	75%	70%	58%
Transportation logistics	54%	59%	35%	47%	58%	57%	48%
Distance	41%	43%	39%	34%	45%	41%	42%
Lack of substitute teachers	16%	14%	26%	8%	20%	16%	15%
Internal approvals	15%	11%	26%	3%	22%	13%	18%
Paperwork	10%	9%	9%	8%	11%	12%	6%
Lack of chaperones	7%	6%	13%	0%	11%	9%	3%
BA1r7: Hard to fit State Parks into curriculum	5%	4%	9%	0%	8%	3%	9%
Safety concerns	4%	4%	4%	3%	5%	3%	6%

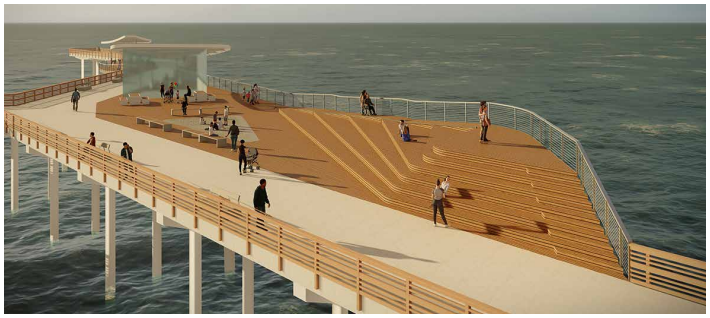
6. Design Solutions

C+S has a robust staff of graphic designers, urban designers and other visual artists who can create architectural and engineering design representations for public information. Our team members (Rick Espana and Diego Velasco) have the highest level of proficiency in this type of work. We have partnered in producing architectural designs for public engagement for our work on the OB Pier. In addition, we are capable of producing immersive virtual reality experiences of architectural renderings that provide the public with an incomparable understanding of proposed designs.

C+S believes firmly that data forms the foundation for informed decision making and legitimizing results with important stakeholders. As a journalist, Jon pioneered the use of social science research methods and statistical analysis in the reporting process. His work was recognized with two Pulitzer Prize nominations.

Through this work he learned the power of data that is presented in a way that is easily understood and compelling. He was trained by Edward Tufte, who wrote the seminal book, the *Visual Display of Quantitative Information*. Because of this background, C+S emphasizes the creative use of infographics and technology that make complex topics easy to understand, and by humanizing the numbers through story telling

C+S is capable of developing full websites and mobile apps. We are leaders in deploying the latest technology and creative approaches to test messaging and get measurable results for our communications strategies. Our team developed the first text campaign, mobile app and mobile website for the County of San Diego.



7. Document and Consolidate Public Input

C+S makes it a practice in all its campaigns to document the details of its outreach and record engagement at each event, as well as important demographic and geographic information. We record both quantitative information, such as people engaged with, events attended, location of events, demographic data, as well as qualitative information, such as summaries of input received, most frequent questions asked, levels of engagement, and results from questionnaires, surveys and interviews.

Project Organization & Key Personnel

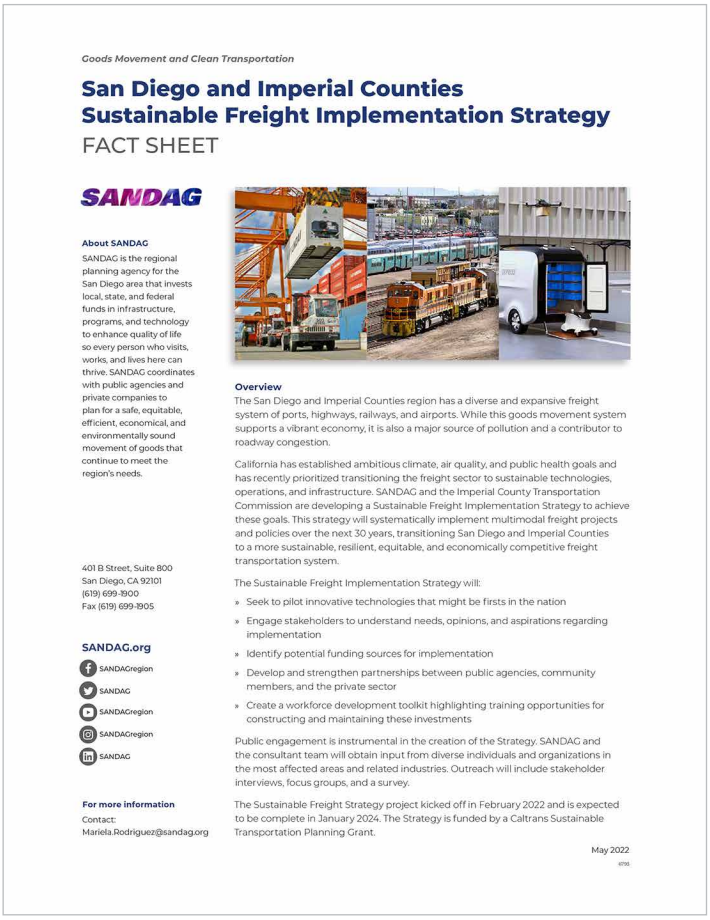
Project Management

Jon Schmid

Jon will act as team lead and project manager for the C+S team. As the founder of C+S, Jon has more than two decades of experience as a public relations professional and community engagement expert. In his prior career as a print journalist at one of the largest metro daily newspapers in the country, Jon honed his skills in listening, drawing out important information from key stakeholders, and analyzing and synthesizing information from a range of sources. Jon was nominated twice for a Pulitzer Prize for investigative reporting. He was a pioneer in "community journalism," whereby the media held meetings to engage directly with the public on important issues.

Building on his experience as a journalist, Jon has successfully led teams that have fostered meaningful dialogues designed to move important issues forward while addressing community concerns. Jon has significant experience working with communities region-wide to gather input to inform plans and strategies. Projects he has led in this area include developing the vision and guiding principles for the Port Master Plan, significant and often controversial infrastructure projects, such as the Ocean Beach Pier Renewal Project, permanent supportive housing, affordable housing, water conservation, and other issues.

The son of a Mexican immigrant, Jon has devoted much of his career to engaging with marginalized audiences to ensure their voices are heard regarding important regional issues. His strategy achieved four times the average participation rate for Spanish speakers in a SANDAG Decennial Household Transportation survey, and he was very successful in generating participation from Environmental Justice communities in developing the SANDAG sustainable freight strategy. Jon



Goods Movement and Clean Transportation

San Diego and Imperial Counties Sustainable Freight Implementation Strategy

FACT SHEET

SANDAG

About SANDAG

SANDAG is the regional planning agency for the San Diego area that invests local, state, and federal funds in infrastructure, programs, and technology to enhance quality of life so every person who visits, works, and lives here can thrive. SANDAG coordinates with public agencies and private companies to plan for a safe, equitable, efficient, economical, and environmentally sound movement of goods that continue to meet the region's needs.

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SANDAG.org

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For more information

Contact:
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Overview

The San Diego and Imperial Counties region has a diverse and expansive freight system of ports, highways, railways, and airports. While this goods movement system supports a vibrant economy, it is also a major source of pollution and a contributor to roadway congestion.

California has established ambitious climate, air quality, and public health goals and has recently prioritized transitioning the freight sector to sustainable technologies, operations, and infrastructure. SANDAG and the Imperial County Transportation Commission are developing a Sustainable Freight Implementation Strategy to achieve these goals. This strategy will systematically implement multimodal freight projects and policies over the next 30 years, transitioning San Diego and Imperial Counties to a more sustainable, resilient, equitable, and economically competitive freight transportation system.

The Sustainable Freight Implementation Strategy will:

- Seek to pilot innovative technologies that might be firsts in the nation
- Engage stakeholders to understand needs, opinions, and aspirations regarding implementation
- Identify potential funding sources for implementation
- Develop and strengthen partnerships between public agencies, community members, and the private sector
- Create a workforce development toolkit highlighting training opportunities for constructing and maintaining these investments

Public engagement is instrumental in the creation of the Strategy. SANDAG and the consultant team will obtain input from diverse individuals and organizations in the most affected areas and related industries. Outreach will include stakeholder interviews, focus groups, and a survey.

The Sustainable Freight Strategy project kicked off in February 2022 and is expected to be complete in January 2024. The Strategy is funded by a Caltrans Sustainable Transportation Planning Grant.

May 2022

served as Vice President of C-3 San Diego and as President of the San Diego chapter of Lambda Alpha International, an invitation-only land-use economics society. He currently serves on the Regional Design Advisory Council of the AIA, and past board service includes the San Diego Natural History Museum, the San Diego Taxpayers Association, and the San Diego Maritime Museum.

As a PR professional Jon's work has been recognized with five Silver Anvils, the Public Relations Society of America's highest national honor for strategic programs, in addition to scores of local awards. His work has also been recognized with an Architectural Institute of America President's Award for public engagement and selected by the American Public Health Association for presentation at their national conference.

Anna Griffin

Anna is a detailed-oriented Account Executive, who meticulously tracks tasks, scrupulously maintains schedules and adroitly manages multiple team members and moving parts. She will be working directly with Jon to manage the day-to-day planning and implantation of campaigns. Anna has worked on numerous public outreach and community engagement efforts that have included designing and implementing public outreach plans, holding in-person and virtual public meetings and events, conducting surveys and focus groups, summarizing research results, managing pop-up campaigns, and generating media coverage. She is currently working on the Ocean Beach Pier Renewal Project, the implementation of a fee for trash collection from single family residences, the launch of a new, on-demand micro-transit service, research for a sustainable freight strategy, multi-modal transportation planning, construction of psychiatric health facilities in residential neighborhoods, and many other projects. Her work has led to the successful collection of valuable input from the public that has informed planning and development projects throughout the region.

Elsa Sevilla

Elsa leverages her experience as a broadcast journalist, communications director for a City Councilmember, and active Chicana community member to develop and implement programs that communicate clearly and build trusted relationships with stakeholders.

Born in Tijuana and raised on both sides of the border, Elsa is a three-time Emmy nominee and acclaimed journalist and documentarian. She began her career at KGTV-10 and advanced from an assignment desk editor to writer to field reporter, where she worked for 17 years. During this time, Elsa also produced captivating video stories for KPBS-TV since 1998, earning two Emmy nominations for her work. Working on a freelance basis, Elsa worked with Harpo Studios, Good Morning America, ABC News, Nightline, TV Asahi Japan, and the History Channel, to name a few.

Utilizing her storytelling expertise, Elsa has provided bilingual video production services to local, national, and international media outlets. For KPBS-TV, Elsa created 85 shows for KPBS-TV's "Historic Places with Elsa Sevilla."

Actively engaged in the community to advance Latina's representation in the media and across all professional fields, Elsa served on the Chicano News Media Association Board as Vice President, MANA de San Diego Board, and as a Governor of the National Academy of Television, Arts & Sciences (NATAS or Emmys). Beyond professional success and community involvement, Elsa has earned prestigious accolades, including recognition from the National Association of Women Business Owners (NAWBO), San Diego Union-Tribune Women in Business Awards, MANA de San Diego Women in Media Award, and the Super HerMANA Award in recognition of her outstanding contributions to uplifting and empowering women in San Diego since 1997.

Jaime Fong

Jaime helps manage the day-to-day planning and implementation of campaigns and oversee junior staff as well as subcontractors. He is a specialist in community relations who has extensive experience working with both public and private clients. He has more than seven years of experience supporting communications initiatives, managing public inquires, conducting marketing research, and working in the field directly with communities to support large- and small-scale projects for numerous government agencies in the region. For the past five years he has managed outreach for the West Mission Bay Drive Bridge Replacement Project, the largest bridge replacement in San Diego's history. He also worked with San Diego County Behavioral

Health Services to overcome local community opposition to several mental health facilities being built as part of the County's Continuum of Care strategy. He has led numerous City of San Diego CIPs involving water and/or sewer operations. And he has been instrumental in the execution of the Ocean Beach Pier Renewal Project public outreach.

Clarissa Falcon

With over 25 years of experience, Clarissa has demonstrated expertise in the government, community, and non-profit arenas. Clarissa served as District Chief of Staff for the 40th California State Senate District represented by Senator Denise Moreno Ducheny, overseeing three district offices in Chula Vista, El Centro, and Coachella. Prior to working for Senator Ducheny, Clarissa worked as key staff on public policy for the San Diego Regional Economic Development Corporation (SDREDC). In that capacity, she helped to develop the organization's public policy priorities and provided regular communication to elected officials and partner organizations on the SDREDC's strategic goals and mission. Her firm, Falcon Strategies LLC., provides government and community relations consulting to both public and private entities including Metropolitan Air Park LLC, the Port of San Diego, BioMed Realty, SANDAG, Dart Container Corporation, SDG&E, and Simon Properties. Using her extensive knowledge and experience in coalition building and public policy Clarissa serves a broad spectrum of clients in navigating complicated government processes and strategic approaches to engaging with the public. In continuing her service to her community, Clarissa has recently been appointed to the San Diego River Conservancy Governing Board by Governor Jerry Brown. She has served as a Commissioner on the San Diego County Commission on the Status of Women appointed by the San Diego County Board of Supervisors. She is past Chair of the South County Economic Development Council, and sits on the boards



of the UCSD Chancellor's Community Advisory Board, South Bay Family YMCA, Circulate San Diego and serves on the Energy and Water Committee at the San Diego Regional Chamber of Commerce. Most recently, Clarissa was recognized by State Assemblymember and Assembly Appropriations Chair, Lorena Gonzalez as a Woman of the Year in the 80th Assembly District.

James Rojas

James will serves as a consultant on creative tactics for public engagement. James is an urban planner, educator, and artist who runs the planning, model-building, and community-outreach practice Place It!. Through Place It!, he has developed an interdisciplinary, community-healing, visioning, and outreach process that uses storytelling, objects, art-production, and play to help improve the urban-planning outreach process. He is now an international expert in public engagement and has traveled around the US, Mexico, Canada, Europe, and South America, facilitating over 1500 workshops, and building over 100 interactive models. His research has appeared in The New York Times, Los Angeles Times, Dwell, Places, and in numerous books. Relevant areas of expertise include using model-building as a means of community and planning outreach; working with underserved, disadvantaged communities and bringing overlooked voices to the planning discussion; making the physical form of cities relevant to broad audiences; and understanding how

immigrants—especially Latino immigrants—see and understand urban and suburban space in the US and why they oftentimes reshape those forms in the ways that they do. He is the co-author of *Dream Play Build: Hands-on Community Engagement for Enduring Space and Places*, out now on Island Press. He is the co-creator of their traveling and interactive sound/video/model-building installation Tracks to Build to.

Diego Velasco

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 period, 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 City Thinkers, 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. His firm 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 has an intimate knowledge of local communities, from Otay Mesa to Southeastern, Mission Valley, and the University communities, among others. Outreach activities have included designing and facilitating workshops, open houses, community meetings, and pop-up events. He works carefully with City staff to develop outreach materials that are engaging, accurate, and effective communication tools for public participation and community empowerment. 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.

John Kamp

John serves as a consultant on creative tactics for public engagement. John is an urban and landscape designer, licensed landscape contractor (C-27 #307917), and facilitator, and DJ/producer, who runs the landscape, design, and engagement practice Prairieform. Through Prairieform, he has developed innovative tools to engage people of all ages and backgrounds in urban and landscape design, transportation, walkability, climate change, and water conservation. Frequently collaborating with James Rojas, and building off of his 15 years of experience in landscape and urban design/build, he is able to translate findings from Place It!'s community-engagement workshops and trainings into designs for inclusive and livable streets and neighborhoods that leave room for all residents to improvise and help create a more welcoming public realm. He is the co-author of the new book *Dream Play Build: Hands-on Community Engagement for Enduring Space and Places*, out now on Island Press. He is the co-creator of their traveling and interactive sound/video/model-building installation Tracks to Build to.

Penny Mabie

Penny will serve as a strategic consultant on the development of outreach strategies, monitoring effectiveness, and providing training in outreach methods and inclusiveness. Penny

is an accomplished and dynamic third-party, public involvement professional firmly grounded in issues facing local and regional communities and decision-makers. Penny has honed her craft for more than 30 years, supplying clients with processes designed to produce outcomes in harmony with the tempo and tone of affected community members and the agencies that serve them. Penny brings a practice founded on the principles of fairness, objectivity, and inclusion. Her proficiency in the foundations of public participation and ability to distill complex issues into community-accessible language and transparent processes is valued by local, state, and federal agencies and decision-makers. Through on-the-ground outreach, in-the-trenches immersion in contentious issues, and virtual engagement, Penny brings a remarkable suite of skills and experience to designing, implementing, facilitating, and training public processes across a wide range of subject matters and organizations. Penny is certified by the Institute for Participatory Management and Planning, focusing on Citizen Participation by Objectives and Systematic Development of Informed Consent, as well as by the International Association of Public Participation (IAP2), focused on Effective Planning, Communications, and Techniques for Public Participation.

Martin Flores

Martin is an experienced director of architecture with a demonstrated history of working in the planning industry. He has extensive experience combining visionary design and planning with knowledge of urban design, land use policy, and landscape architecture. While at the City of San Diego City Planning Department, he was the co-author for the Parks Master Plan and Spaces as Places Outdoor Dining Guidelines. He also worked on the University City and College Area Community Plan Updates. Martin is skilled in public outreach and participatory design, and capable of creating strong collaborations among citizens, land-use professionals and designers. A leader in public realm designs, he has managed millions of dollars in improvements through public and private agencies. In addition to his position with City Planning, he held positions with Carrier Johnson + Culture, Rick Engineering, and the City of San Jose Redevelopment Agency.

Ryan Clumpner

Ryan has been involved in San Diego governance, elections and public opinion since 2005. In government, he has served as a Chief of Staff in the California State Assembly, Deputy Chief of Staff in the San Diego City Council and he currently serves as Vice Chair of the San Diego Housing Commission and on the board of Housing Development Partners. He also advises a number of elected officials across the region on current public opinion and housing policy. Ryan has received 18 national awards from the American Association of Political Consultants for advertisements at the local, state and federal levels. As the Principal of Public Dynamics, he focuses on ballot measures, complex public opinion issues, PAC management, and association and non-profit strategy development. Association, PAC and non-profit clients have included the San Diego Regional Chamber of Commerce, San Diego YIMBY Democrats, the San Diego Municipal Employees Association, Biocom, the Building Industry Association, the Downtown San Diego Partnership, the San Diego Library Foundation, the San Diego Parks Foundation, San Diego Coast Keepers, the California Restaurant Association, Associated General Contractors and the American Medical Association. Previous ballot measure campaigns have included San Diego Measure B (2022), Measure C (2022), Measure E (2020), Measure G (2020), Proposition H (2016) and Measure A (2016).

Multicultural Outreach Specialists

Ellen Nash

Ellen Nash currently serves as Chair of the Black American Political Association of California, San Diego Chapter (BAPAC SD), where she is responsible for working with the board on the organization's strategic direction. Ellen is also responsible for forging relationships with funders and community stakeholders and presiding over BAPAC's monthly meetings.

Ellen is a Southeast San Diego native who graduated from San Diego State University (SDSU) with a B.S. in Public Administration and an emphasis in Human Resources Management. Her graduate studies were in Educational Leadership and Counseling.

Ellen was instrumental in forming the first Black Gospel Choir at SDSU. Over a 28-year period, Ellen worked her way up from student assistant to manager of SDSU's Human Resources Department. She then served as manager of human resources at UCSD's Health System for five years before retiring. Ellen is co-owner of Life Strategies, LLC, which specializes in human trafficking, financial literacy, and human resources consulting. Ellen's extensive volunteer work includes the San Diego Urban League, NAACP, San Diegans for Educational Justice Warriors, and the Black Leaders Collective. Ellen currently serves as the inaugural Chair of the Leon Williams San Diego County Human Relations Commission. She is also an administrator at Faith Tabernacle Family Worship Center and a Board Member at Youth Will.

Lorna delos Santos

Lorna delos Santos will work with the team as a community outreach coordinator focused on the Asian communities. She has planned, implemented, and coordinated health and educational programs for federally qualified health centers and developed and managed community outreach projects for nonprofit organizations dedicated to providing health-



related services to uninsured, underinsured, and underserved individuals/families of all income levels regardless of their abilities to pay.

Lorna has also organized and implemented outreach programs and other marketing events, including meeting with community/political leaders and donors, as well as managing other CBOs. She works with the Filipino Press, has provided business development growth in outreach markets, and has identified referrals/ business opportunities with community partners. Lorna has coordinated having a presence at events in the community to encourage community involvement and support for various initiatives.

She is a multi-cultural lead volunteer for AARP-San Diego and helped promote the AARP mission to empower people to choose how they live as they age. Related to this work, she has organized and planned events for seniors, promoted programs like Fraud Watch and Aged Friendly/Livable Community, and collaborated and partnered with various community-based organizations.

Lorna is providing the public outreach for the Ocean Beach Pier Renewal project, focusing on outreach to the Asian communities and interacting with dozens of community and business organizations. In support of this work, she has partnered with these organizations to have a presence at cultural and business events, as well as organizing and facilitating small group meetings and driving attendance to larger public meetings.

Lilia Ohara

Lilia is a binational, bilingual, and bicultural resident of the border region, with a deep understanding of the Latinx community, its leaders, strengths, and challenges. She has more than 30 years experience in Spanish-language mass media and communications, both in the U.S. and Mexico.

With C+S Lilia has leveraged her deep relationships in the Latinx community and native understanding of its culture to support community outreach programs that achieve meaningful engagement on important issues. She is currently working on the implementation of a trash collection fee for single family homes, a topic where equity is a top concern, the Sunset Cliffs Seawall Improvement project, and the OB Pier Renewal Project

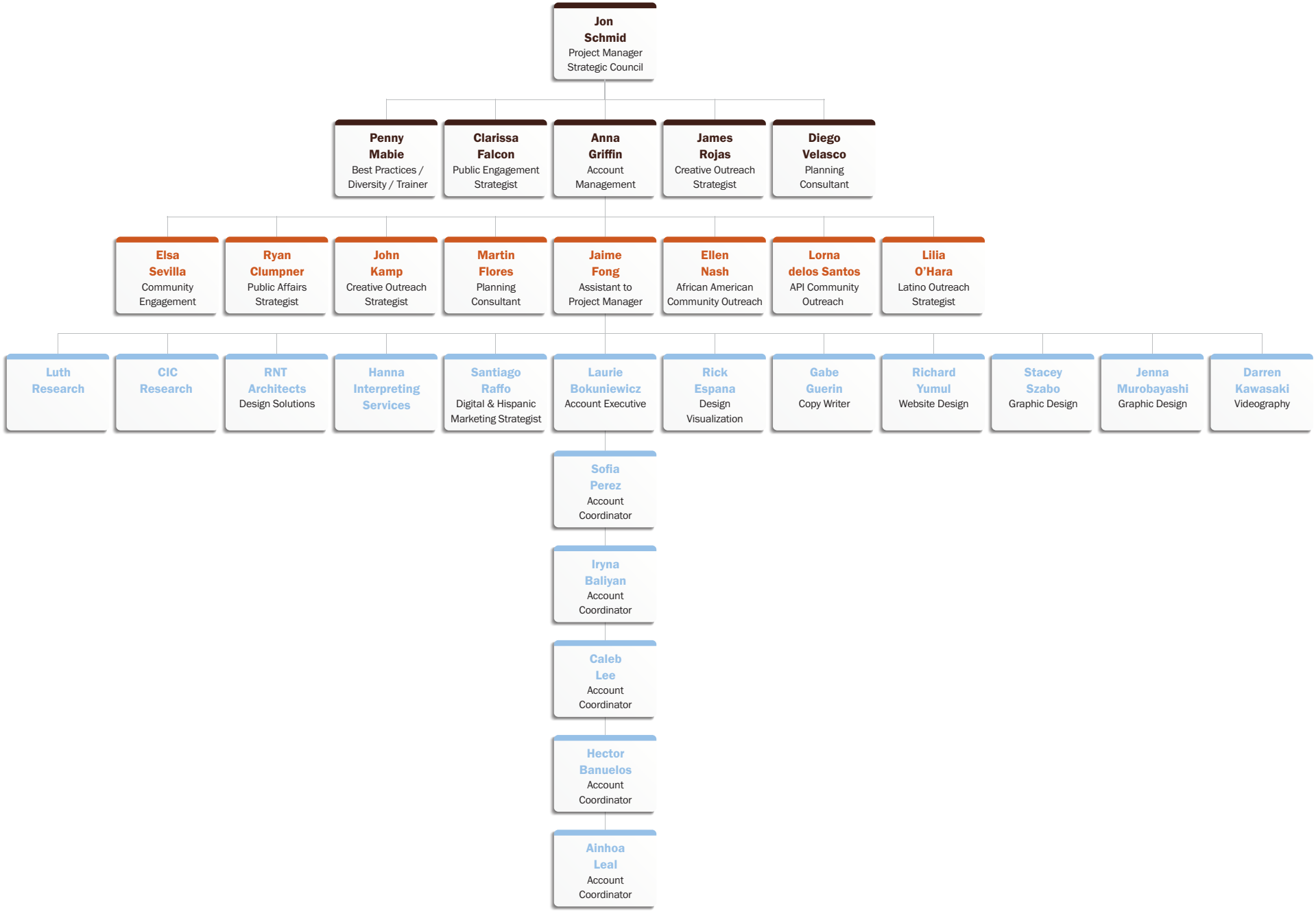
Lilia has worked in both daily news reporting and executive editorial leadership. Following several years working as a journalist in Mexico City, Lilia spent more than two decades at the San Diego Union-Tribune, with the last 13 years as the editorial director of the Spanish-language weekly and daily digital news product.

In 2024, Lilia became the first recipient of the Jack White Award for Excellence in Local Journalism from San Diego State University, and in 2012, she was honored as Distinguished Editor of the year by the National Association of Hispanic Publications.

Her expertise in the use of the Spanish language and facility with Latinx culture in the U.S. has earned her international recognition. She has delivered presentations on Spanish language media in the U.S. at conferences in Spain, Argentina, Mexico, and the U.S. Lilia is a founding member of the Spanish Editors Association and a member of the National Association of Hispanic Journalists

In addition to her work in journalism, Lilia is actively involved in community initiatives. She collaborates with Magnolias, a nonprofit organization that aims to empower Latina women in California through mental health prevention programs. Lilia also possesses expertise in translation and content creation.

She has a bachelor's degree in journalism from the Universidad National Autonoma de Mexico.


Jon Schmid
Project Manager
Strategic Council
Penny Mabie
Best Practices / Diversity / Trainer
Clarissa Falcon
Public Engagement Strategist
Anna Griffin
Account Management
James Rojas
Creative Outreach Strategist
Diego Velasco
Planning Consultant
Elsa Sevilla
Community Engagement
Ryan Clumpner
Public Affairs Strategist
John Kamp
Creative Outreach Strategist
Martin Flores
Planning Consultant
Jaime Fong
Assistant to Project Manager
Ellen Nash
African American Community Outreach
Lorna delos Santos
API Community Outreach
Lilia O'Hara
Latino Outreach Strategist
Luth Research
CIC Research
RNT Architects
Design Solutions
Hanna Interpreting Services
Santiago Raffo
Digital & Hispanic Marketing Strategist
Laurie Bokuniewicz
Account Executive
Rick Espana
Design Visualization
Gabe Guerin
Copy Writer
Richard Yumul
Website Design
Stacey Szabo
Graphic Design
Jenna Murobayashi
Graphic Design
Darren Kawasaki
Videography
Sofia Perez
Account Coordinator
Iryna Baliyan
Account Coordinator
Caleb Lee
Account Coordinator
Hector Banuelos
Account Coordinator
Ainhoa Leal
Account Coordinator

Proposed Method to Accomplish the Work

Our process for community engagement is proven to build trust and yield meaningful outcomes. Our guiding principles are a doctrine that serves to provide ongoing direction throughout each campaign. These include:

Transparency and honesty

We encourage open dialogue with internal and external stakeholders, as well as residents, providing a factual education about the project or issue.

Inclusiveness

Our public outreach programs take special efforts to engage with all members of the community. We utilize the best tactics for each segment of the population to ensure broad input.

Proactive

We strive to inform, educate, and capture input early in the process, well in advance of any decisions that need to be made.

Values-based

We are sensitive to the values held by the community and how these can affect the willingness to participate in the decision process.

Decision-oriented

We provide the meaningful information necessary for people to participate and then ask only for input on decisions that participants can influence or affect. We inform participants about decisions that have been made or are made by others.

Goal-oriented

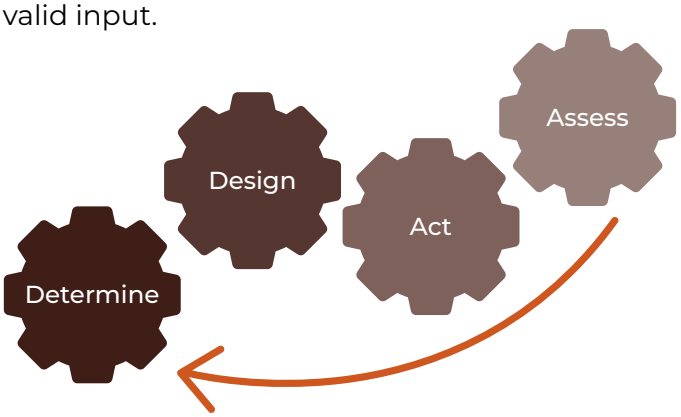
We work diligently to identify the objectives for the outreach and structure our events to be specific, purposeful, and productive in achieving those objectives.

Closing the loop

We circle back to participants to communicate how their input affected the decision.

The C+S Method to Accomplish the Work:

C+S uses a proven methodology for planning and implementing public outreach support for projects similar to what is described in the City Planning RFP. Our system is called D2A2 and refers to the different phases: Determine, Design, Act, and Assess. The goal of our system is to build a process carefully and purposefully for leveraging trusted relationships in order to achieve meaningful engagement and receive valid input.



Determine

This is the research phase where C+S will meet with your team to determine the goals and objectives for the campaign, geographic scope and duration, specific work to be completed, strategic and political considerations, which communities will be impacted and how, the best ways to reach those communities, and necessary tasks. Deliverables in this research phase include:

Purpose, Goals, and Objectives

The Purpose, Goals, and Objectives will guide the campaign and provide a baseline for measuring success during the implementation phase. This document will clarify why participants should be involved. It is essential because clarity in purpose will make it clear to communities and stakeholders what they are being asked to

contribute. Establishing this baseline will assist in monitoring the project for success or course changes. Related to this, the campaign should define which decisions the public is able to influence.

Stakeholder Map

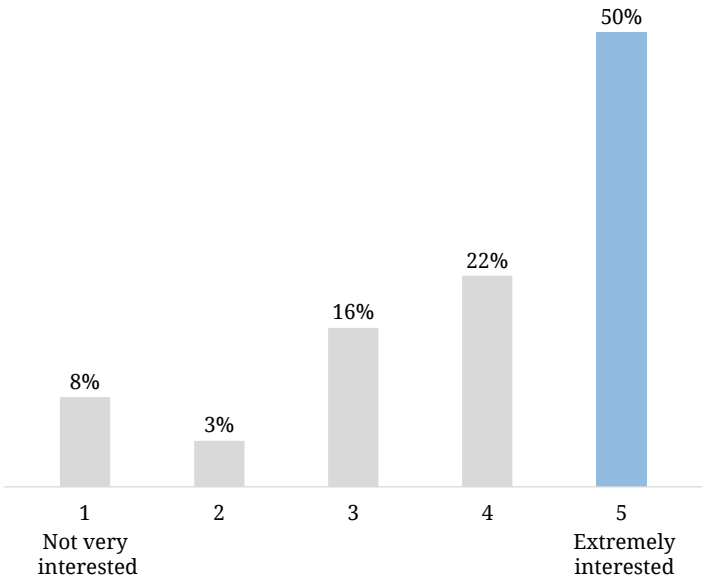
This document will identify which stakeholder groups must be engaged, as well as the individuals and groups who represent these communities. Working with City Planning, we will assess which communities need to be engaged for a particular project. This will include a deep dive into communities and demographics to ensure broad representation is achieved.

For projects such as this we apply an approach that includes “concentric circles of influence.” We start with an “inner circle” of essential stakeholders, elected officials, and individuals or organizations, and those most knowledgeable about the project and its issues. We then work outward through these circles to engage other stakeholders, community organizations, and, finally, the general public. As we move out through these layers of influencers, the input provided in the early outreach typically reveals challenges and barriers to effective engagement community-wide, as well as solutions to these challenges. This approach simplifies the final engagement effort with the public and produces a much more inclusive process. This phase will include one-on-one informational interviews with internal and external sources to understand the context of the issue specific to each stakeholder group and to identify champions, ambassadors, and CBO partners for the campaign.

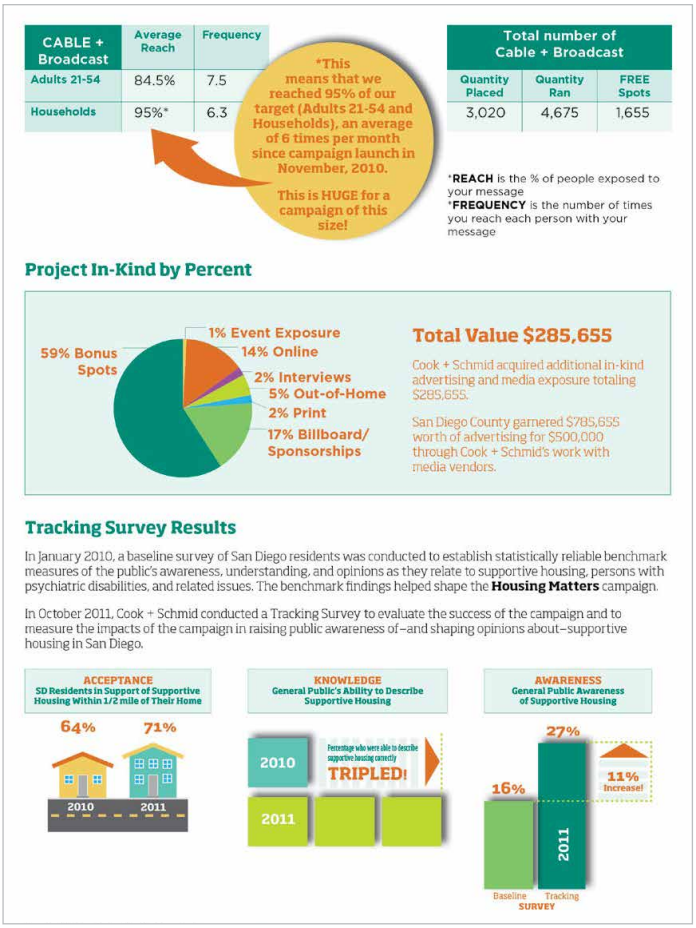
Successfully partnering with CBO partners is key to the success of the outreach for City Planning. We have spent decades cultivating these relationships, and we have contacts at most of the CBOs represented in the region.

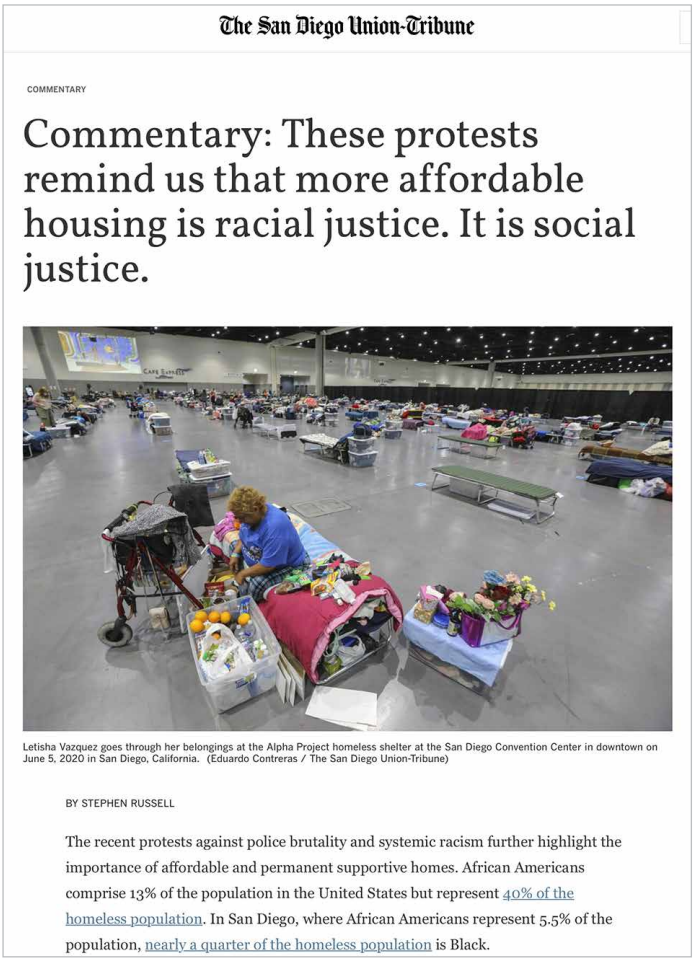


How interested would you be in blended access programs that combine digital opportunities, such as PORTS, with in-person field trips?









The San Diego Union-Tribune

COMMENTARY

Commentary: These protests remind us that more affordable housing is racial justice. It is social justice.

Letisha Vazquez goes through her belongings at the Alpha Project homeless shelter at the San Diego Convention Center in downtown on June 5, 2020 in San Diego, California. (Eduardo Contreras / The San Diego Union-Tribune)

BY STEPHEN RUSSELL

The recent protests against police brutality and systemic racism further highlight the importance of affordable and permanent supportive homes. African Americans comprise 13% of the population in the United States but represent 40% of the homeless population. In San Diego, where African Americans represent 5.5% of the population, nearly a quarter of the homeless population is Black.

Communications Channel Analysis

We will determine the best means of communication and identify the most effective ways to engage with each stakeholder group through consultations with CBOs and community leaders. Tailored approaches could include one-on-one meetings, in-person and virtual community meetings, workshops, online resources, presentations to community groups, newsletters, social media, media relations, email blasts, advertising, and other channels. This phase will determine which languages must be supported and the resources needed. This phase will also include the establishment of feedback protocols, a two-way feedback loop, and systems for tracking and demonstrating how community input is reflected in the outcome.

Key Performance Indicators

C+S and City Planning will work together to establish the Key Performance Indicators (KPI) that will be used to measure the effectiveness of the campaign. These KPIs could include quantitative and qualitative measurements, such as the quantity of outreach, participation numbers, the quality of input received, and the communities engaged.

Design

The Design phase includes planning for the campaign based on our enhanced understanding of the campaign goals, the target audiences, and the political ecosystem.

Strategic Communications Strategy and Plan

This document will outline the recommended tactics for achieving the goals of the program, presented as a coordinated strategy for achieving an inclusive process that engages with all affected communities. The strategy and plan will include a rationale for achieving the agreed-upon goals, identifying individual communities and tailored tactics, and a timeline for implementation.

Messaging Strategy

The Messaging Strategy is of critical importance and serves as a blueprint for not only our core team but also the extended City Planning team and its

champions on how to communicate about the project to stakeholders in a consistent and unified voice.

Collateral Materials

The team will develop supporting materials that could include fact sheets, handouts, videos, websites, presentations, press releases, and other materials. A Content Calendar will map out when different tactics are launched.

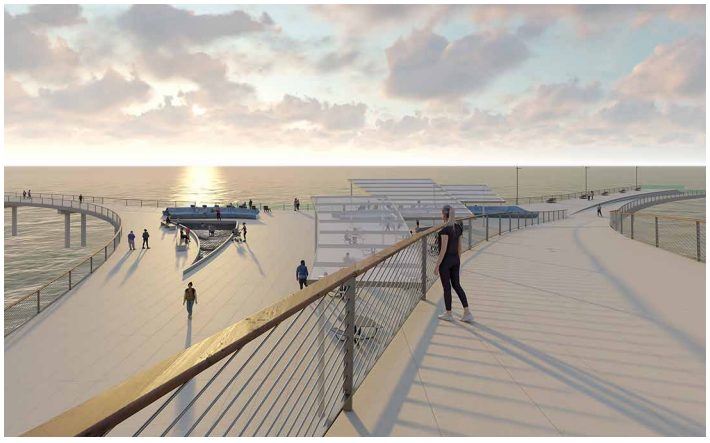
Act

The Act phase of the D2A2 process represents the implementation of the plan. We will work with the City Planning team to execute the range of tactics for a successful program. Our management process includes working closely with the City Planning team and reporting back regularly to your staff on the progress and status of the project, as well as collaborating to anticipate any changes to the strategies. We are capable of developing and implementing all the tactics required for this RFP.

Assess

C+S uses both Measures of Performance (how resources are expended to produce results) and Measures of Effectiveness to help measure Return on Investment. A system of key performance indicators might include online behaviors, survey responses, participation at meetings, and a host of other considerations. Regular assessment reports will monitor the results of the program and inform course changes if needed.





Relevant Experience

C+S has successfully implemented dozens of campaigns to gather public input spanning the region, including working with the City of San Diego, County of San Diego, SANDAG, the Port of San Diego, the San Diego County Water Authority, various other cities in the region, the State of California, as well as federal agencies.

Our work has focused on affordable housing, permanent supportive housing, homelessness, creating vibrant communities, equity, placemaking, preserving natural and open spaces, increasing quality of life, increasing mobility and infrastructure, sustainability, addressing climate change, preserving water resources, promoting economic prosperity for all residents, ensuring government agencies effectively serve communities, advancing workforce development, and supporting bi-nationalism.

Our campaigns have engaged with affluent neighborhoods, such as La Jolla, and more diverse communities, such as Otay Mesa, Barrio Logan, San Ysidro, the Convoy district, Southeast San Diego, and City Heights. Our many projects have frequently required us to work with the offices of elected officials, and our team is experienced at navigating and coordinating sensitive governmental affairs.

C+S recently completed community engagement and analysis of attitudes among Environmental Justice Communities for SANDAG's sustainable freight strategy, hosting a series of focus groups and successfully driving participation in a survey. The team is currently managing county-wide outreach for the Ocean Beach Pier Renewal Project and the Oceanside Pier Bridge, as well as numerous other projects, such as helping the North County Transit District market innovative micro transit options.





Our deep experience and research-based strategies have taught us that face-to-face interaction and developing trust with communities is required for success. That's why we have invested in building relationships with diverse communities for decades. Most importantly, our campaigns get results.

Creative and Innovative Strategies

Reaching diverse communities requires outreach tactics that are tailored for these communities. Simply put, traditional tactics don't work for all populations. Our approach uses a community's preferred means of communication and presents information in a way that will resonate.

Our creative tactics are grounded in the values of the communities we are working with and can include "hands-on" engagement tactics, art-based tactics, technology and other creative approaches to get measurable results for our communications strategies. Mobile technology and mobile advertising is a strategic area of expertise – singled out by C+S because of its growth projections and demonstrated effectiveness, especially among hard-to-reach audiences. Our work has been recognized with two national Dotcomm awards for the use of creative technology to improve public engagement.

For a COVID educational campaign we conducted, we understood that Latinos were not tuned in to the same channels that were commonly used for communicating health information. Our team developed a plan for reaching Latinos that leveraged precisely targeted mobile digital advertising combined with WhatsApp to share compelling educational content through a preferred communications channel. The campaign was timed with the Dia de los Muertos holiday for cultural relevance. Results showed users shared the campaign information at a rate of 32 percent. You can check out our work on that campaign here: https://youtu.be/w-q9gRjxiRA.





Port of San Diego: 50-Year Integrated Master Plan Update

Challenge:

Gather inclusive and diverse public input to inform the Port of San Diego's 50-Year Master Plan Vision and Guiding Principles.

C+S planned and implemented a community engagement campaign to:

- Effectively involve port stakeholders in an inclusive dialogue on the new Port Master Plan. Stakeholders included elected officials, State and federal agencies, businesses and industry, and community leaders and regional residents of the five member cities in the Port's jurisdiction
- Emphasize effective engagement with low-income and minority residents
- Ensure inclusive and diverse public engagement throughout the process
- Inform and educate the public about the Port, its responsibilities and jurisdiction

Implementation:

Based on the Strategy developed, C+S implemented the following tactics:

- Created a brand for the campaign, "Port for All," website, and collateral materials
- Conducted one-on-one listening sessions with elected officials, diverse community leaders, the businesses community and environmentalists
- Hosted tours of the Port for stakeholders, by water and land
- Held a series of public meetings including in-language materials and real-time translation
- Worked with more than 1,000 community groups and leaders to generate participation by hard-to-reach audiences



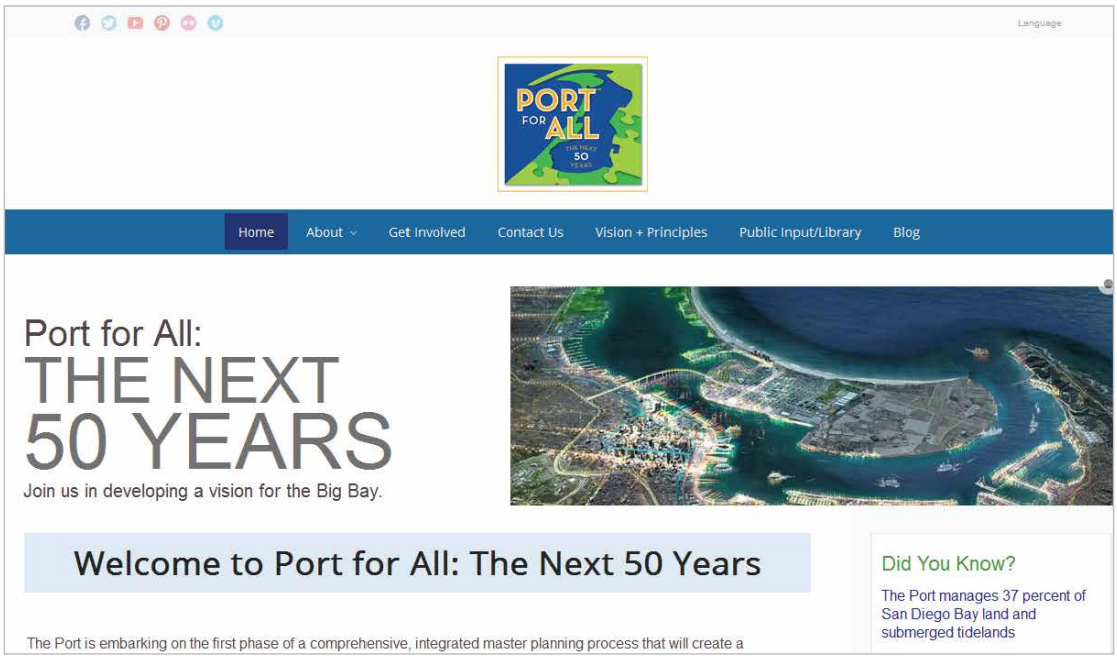
- Tested the Vision and Guiding Principles at a series of open houses
- Liaised with local, state and government agencies, including the Coastal Commission and the Navy

Results:

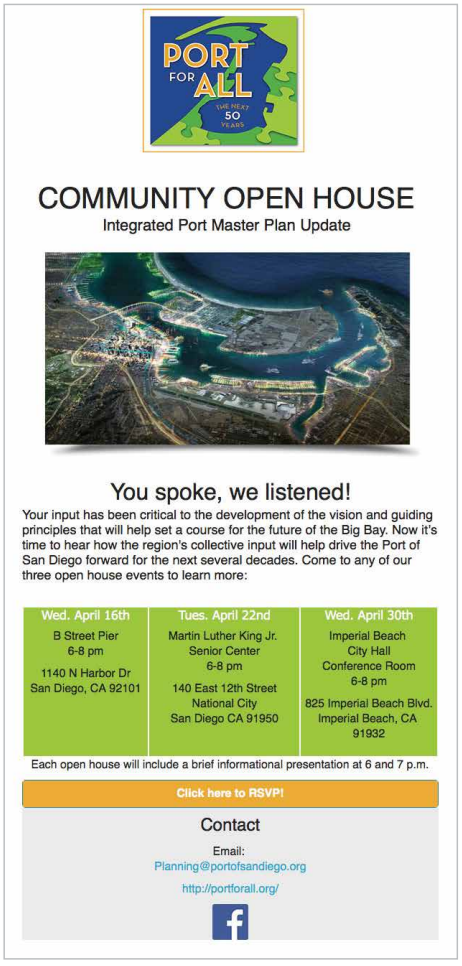
- The Vision and Guiding Principles for the Port Master Plan were adopted unanimously by the Board of Port Commissioners
- Stakeholders, ranging from the business community, to environmentalists and residents lauded the outreach process for its inclusivity
- More than 1,000 residents attended the public meetings held in the five member cities
- C+S conducted more than 400 interviews
- Residents completed more than 2,000 surveys

Accolades:

- The architectural Institute of America recognized the C+S community engagement campaign with its President's Award
- The Public Relations Society of America awarded the campaign a Silver Bernays, its highest local award for strategic programs


Language
Home
About
Get Involved
Contact Us
Vision + Principles
Public Input/Library
Blog
Port for All:
THE NEXT
50 YEARS
Join us in developing a vision for the Big Bay.
Welcome to Port for All: The Next 50 Years
The Port is embarking on the first phase of a comprehensive, integrated master planning process that will create a
Did You Know?
The Port manages 37 percent of San Diego Bay land and submerged tidelands


Community Workshops:
Integrated Port Master Plan Update
Please join the Port of San Diego at two community workshops to help develop a vision for the future of San Diego Bay. These workshops are part of the Port's integrated master planning process and your input is critical to the process.
February 18
B Street Cruise Ship Terminal
1140 N. Harbor Drive, San Diego CA
6:00 p.m. – 8:00 p.m.
(Free parking is available on the Pier)
February 19
Norman Park Center
270 F St, Chula Vista, CA
6:00 p.m. – 8:00 p.m.
Seating is limited so RSVPs are encouraged.
For more information and to RSVP, visit www.portforall.org
Unified Port of San Diego


COMMUNITY OPEN HOUSE
Integrated Port Master Plan Update
You spoke, we listened!
Your input has been critical to the development of the vision and guiding principles that will help set a course for the future of the Big Bay. Now it's time to hear how the region's collective input will help drive the Port of San Diego forward for the next several decades. Come to any of our three open house events to learn more:
Wed. April 16th
B Street Pier
6-8 pm
1140 N Harbor Dr
San Diego, CA 92101
Tues. April 22nd
Martin Luther King Jr. Senior Center
6-8 pm
140 East 12th Street
National City
San Diego CA 91950
Wed. April 30th
Imperial Beach City Hall Conference Room
6-8 pm
825 Imperial Beach Blvd.
Imperial Beach, CA 91932
Each open house will include a brief informational presentation at 6 and 7 p.m.
Click here to RSVP!
Contact
Email:
Planning@portofsandiego.org
http://portforall.org/

Ocean Beach Pier Renewal Project

Challenge:

Gather community input to inform the design of a new Ocean Beach Pier. Incorporate varying opinions and achieve a consensus on a pier design that both reflects the local community's values and serves the needs of diverse users from around the entire county.

C+S designed and is currently implementing a community engagement strategy designed to accomplish the following:

- Build trust and create a dialogue about the Ocean Beach Pier
- Effectively engage with community groups and individuals who represent a range of opinions about the pier
- Communicate the benefits the pier provides for the entire region
- Develop a way forward that reflects the values of Ocean Beach
- Understand the needs of diverse users, including non-English speakers, Asian Pacific Islanders, Hispanics, low-income communities, disabled individuals, and others
- Create a vision for a pier that reflects the values of the OB community and emphasizes sustainability, education, and cultural history





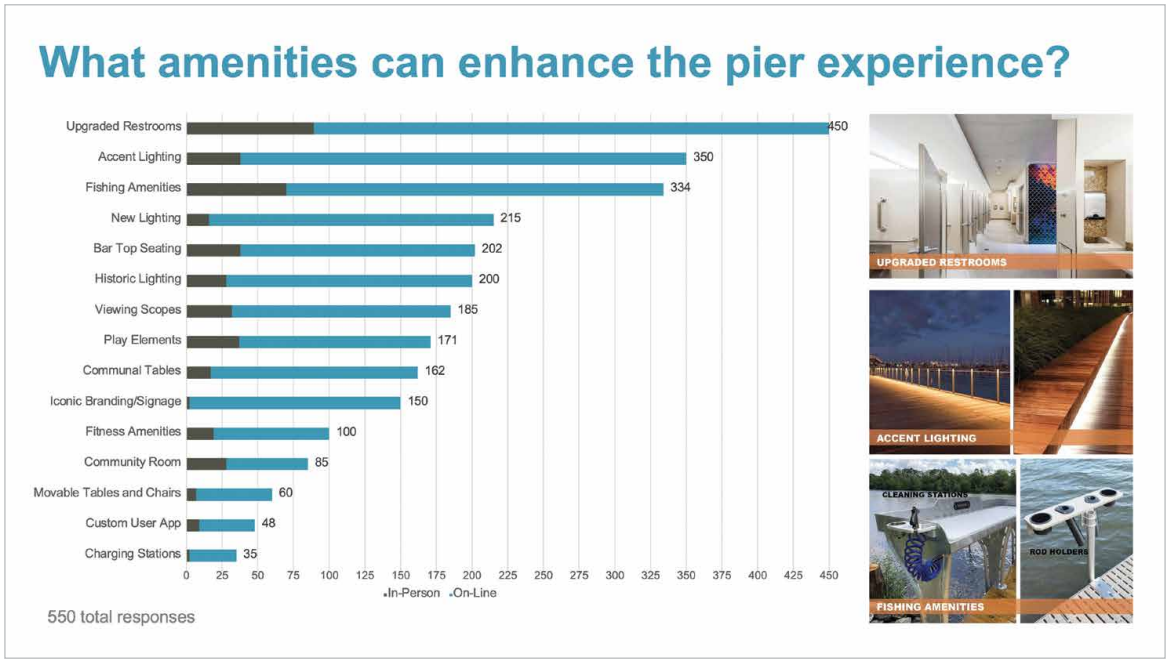
Implementation:

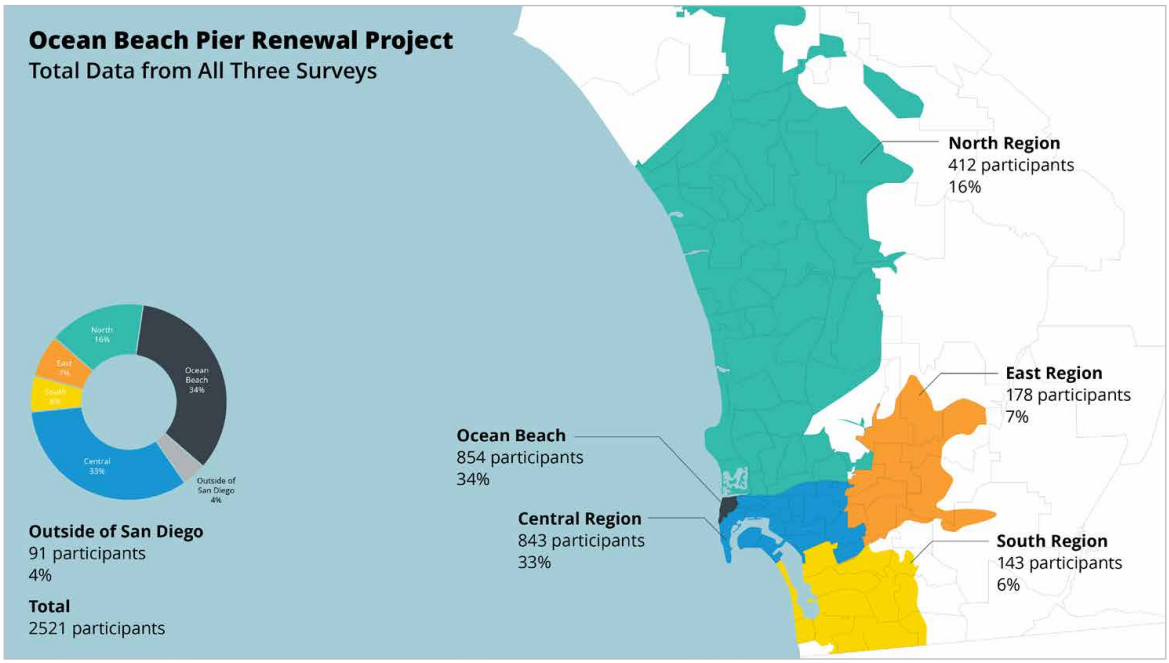
Based on the Strategy developed in Phase I, C+S implemented the following tactics thus far:

- Organized listening sessions with community leaders from around the county, including hard-to-reach communities
- Developed website content and collateral material, including videos, fact sheets, backgrounders
- Attended fairs and festivals with an informational booth
- Organized and promoted public workshops designed to capture public sentiments about the pier and, in subsequent meetings, to present designs based on public input
- Held resident focus groups in hard-to-reach communities
- Drove participation in online surveys
- Actively engaged the public on a variety of social media platforms
- Involved schools and organized student groups to participate in the process
- Identified and engaged with specific stakeholders groups, including anglers, Asian Pacific Islanders, Hispanics, educators, environmentalists, scientists, elected officials, surfers
- Managed media relations
- Managed involvement of a task force of citizen representatives

Results:

- The program gained the trust of a range of stakeholders who have praised the process for its inclusivity and sensitivity to community values and needs
- Successfully completed four public workshops to date with more than 1,000 attendees
- Generated more than 5,000 survey responses from the entire county
- Engaged with over 43,000 accounts on social media
- Achieved significant, informative and in-depth media coverage that consistently communicated the key messages of the campaign. Included print, online and broadcast
- Based on the input, developed a set of Guiding Principles to inform the creation of pier concepts
- Presented pier concepts to the public in an iterative process that will result in a single preferred design, to be presented in the spring of 2024






fish deck
cleaning station +
shade from building +
riptide right plaza
+ custom bench
+ shade structure
the island
+ new café building
+ outdoor dinning
+ custom furnishing
+ shade structure
infinity plaza
+ community plaza
+ lowered terraced seating
+ ADA access
+ infinity ocean view


+ the overlook
+ fish net loungers
+ interpretive signage



SANDAG Decennial Household Transportation Survey

Challenge:

Drive diverse and representative participation in SANDAG's decennial San Diego Regional Transportation Study. The study provides critical information on travel habits to plan for future transportation infrastructure improvements. Declining survey participation rates, particularly among low-income, minority populations, proved particularly challenging. The survey targeted more than 275,000 households to provide a representative sample of San Diego County residents.

Based on the strategic communications plan developed by C+S, the firm implemented the following:

- Identified specific barriers to participation for Hispanics, including language and cultural barriers, distrust in government, complex household structures, and a disconnect with traditional communications networks
- Overlaid areas of influence for Community Based Organizations (CBO) on top of census block data to identify lower-income Hispanic households that represented target-rich areas for outreach
- Recruited and trained community ambassadors
- Tested messaging and outreach materials with focus groups
- Conducted door-to-door and in-person engagement with Spanish speaking families in low income neighborhoods
- Managed media relations, social media, and worked with community organizations to promote survey participation





Results

- Four times the number of Spanish speaking households completed the survey, compared to the typical rate of participation for this population
- More than 6,000 households throughout the region completed the study, surpassing the goal by nearly 15 percent
- Valuable insights into diverse communities enabled a more representative sample that reflected all demographic groups in the region

References

1. Ocean Beach Pier Renewal

Client: City of San Diego

Project Manager: Matt Martinez, mmartinez@moffattnichol.com, 619-665-9397

Contract Size: $568,000

Scope of Work Performed: Strategic communications planning, messaging strategy, stakeholder analysis, collateral material development, video/photography (visit obpierrenewal.com to view samples), website content, community meetings, community presentations, survey, monitoring email from the public, responding directly to citizen inquiries, booths at fairs and festivals, flyer distribution, social media, coordination with elected officials, translation.

Period of Performance: 2022 - Current

Subcontractor to: Moffatt Nichol, Matthew Martinez

2. Port of San Diego Master Plan Vision and Guiding Principles

Client: Port of San Diego

Project Manager: Rita de la Fuente, Port of San Diego, 858-344-5092, rita@connectingsd.com

Contract Size: $250,000

Scope of Work Performed: Strategic communications planning, messaging strategy, stakeholder analysis, collateral material development, video/photography, website content, community meetings, community presentations, focus groups, monitoring email from the public, responding directly to citizen inquiries, surveys, booths at fairs and festivals, flyer distribution, social media, coordination with elected officials, translation.

Period of Performance: 2013 - 2015

Subcontractor to: HKS Architects

3. Engaging with Latinos About Water Quality

Client: San Diego County Water Authority

Project Managers: Denise Vedder, 619-770-8403, dwvedder@gmail.com, Mike Lee, 858-522-6703, mlee@sdcwa.org

Contract Size: $130,000

Scope of Work Performed: Strategic communications planning, messaging strategy, stakeholder analysis, collateral material development, video/photography, website content, monitoring email from the public, responding directly to citizen inquiries, social media, coordination with elected officials, translation, digital advertising, influencer management, multicultural marketing.

Period of Performance: 2021 - 2022

Prime Contractor

4. San Diego County Department of General Services

Client: San Diego County Department of General Services

Project Manager: David Dobson, 972-922-4268, david.dobson@sdcounty.ca.gov

Contract Size: $250,000

Scope of Work Performed: Supported the design, permitting and construction of several controversial psychiatric health facilities in or near residential neighborhoods. Services included strategic communications planning, messaging, collateral and website content, responding to citizen inquiries, coordination with elected officials and other stakeholders, public meetings, multicultural outreach, media relations, and events.

Cost/Price Proposal

Labor Classification	Position Title	Year 1 - Fully Burdened Hourly Rate
1. Principle	President/CEO	$285
2. Project Manager	Director	$250