



Council Meeting Agenda

MARCH 11, 2015

CITY COUNCIL CHAMBERS

3:30 P.M. Closed Session; 4:30 P.M. Regular Session

201 N. Broadway, Escondido, CA 92025

MAYOR	Sam Abed
DEPUTY MAYOR	Michael Morasco
COUNCIL MEMBERS	Olga Diaz Ed Gallo John Masson
CITY MANAGER	Clay Phillips
CITY CLERK	Diane Halverson
CITY ATTORNEY	Jeffrey Epp
DIRECTOR OF COMMUNITY DEVELOPMENT	Barbara Redlitz
DIRECTOR OF PUBLIC WORKS	Ed Domingue

ELECTRONIC MEDIA:

Electronic media which members of the public wish to be used during any public comment period should be submitted to the City Clerk's Office at least 24 hours prior to the Council meeting at which it is to be shown.

The electronic media will be subject to a virus scan and must be compatible with the City's existing system. The media must be labeled with the name of the speaker, the comment period during which the media is to be played and contact information for the person presenting the media.

The time necessary to present any electronic media is considered part of the maximum time limit provided to speakers. City staff will queue the electronic information when the public member is called upon to speak. Materials shown to the Council during the meeting are part of the public record and may be retained by the Clerk.

The City of Escondido is not responsible for the content of any material presented, and the presentation and content of electronic media shall be subject to the same responsibilities regarding decorum and presentation as are applicable to live presentations.



Council Meeting Agenda

March 11, 2015
3:30 P.M. Meeting

Escondido City Council

CALL TO ORDER

ROLL CALL: Diaz, Gallo, Masson, Morasco, Abed

ORAL COMMUNICATIONS

In addition to speaking during particular agenda items, the public may address the Council on any item which is not on the agenda provided the item is within the subject matter jurisdiction of the City Council. State law prohibits the Council from discussing or taking action on such items, but the matter may be referred to the City Manager/staff or scheduled on a subsequent agenda. (Please refer to the back page of the agenda for instructions.) Speakers are limited to only one opportunity to address the Council under Oral Communications.

CLOSED SESSION: (COUNCIL/SUCCESSOR AGENCY/RRB)

- I. **CONFERENCE WITH LABOR NEGOTIATOR (Government Code §54957.6)**
 - a. **Agency Negotiator:** Sheryl Bennett & Clay Phillips
Employee Organization: Maintenance & Operations, Teamsters Local 911
 - b. **Agency Negotiator:** Sheryl Bennett & Clay Phillips
Employee Organization: Escondido City Employee Association: Supervisory Bargaining Unit
 - c. **Agency Negotiator:** Sheryl Bennett & Clay Phillips
Employee Organization: Escondido City Employee Association: Administrative/Clerical/Engineering Bargaining Unit
- II. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code §54956.8)**
 - a. **Property:** 140 E. 2nd Avenue & APN 233-072-06-01 (2nd Avenue vacant lot between S. Broadway and Maple)
City Negotiator: Debra Lundy, Real Property Manager
Negotiating Parties: 131 Broadway Escondido III, LLC
Under Negotiation: Price and Terms of Agreement

ADJOURNMENT



Council Meeting Agenda

**March 11, 2015
4:30 P.M. Meeting**

Escondido City Council

CALL TO ORDER

MOMENT OF REFLECTION:

City Council agendas allow an opportunity for a moment of silence and reflection at the beginning of the evening meeting. The City does not participate in the selection of speakers for this portion of the agenda, and does not endorse or sanction any remarks made by individuals during this time. If you wish to be recognized during this portion of the agenda, please notify the City Clerk in advance.

FLAG SALUTE

ROLL CALL: Diaz, Gallo, Masson, Morasco, Abed

ORAL COMMUNICATIONS

The public may address the Council on any item that is not on the agenda and that is within the subject matter jurisdiction of the legislative body. State law prohibits the Council from discussing or taking action on such items, but the matter may be referred to the City Manager/staff or scheduled on a subsequent agenda. (Please refer to the back page of the agenda for instructions.) NOTE: Depending on the number of requests, comments may be reduced to less than 3 minutes per speaker and limited to a total of 15 minutes. Any remaining speakers will be heard during Oral Communications at the end of the meeting.

CONSENT CALENDAR

Items on the Consent Calendar are not discussed individually and are approved in a single motion. However, Council members always have the option to have an item considered separately, either on their own request or at the request of staff or a member of the public.

1. **AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/SUCCESSOR AGENCY/RRB)**
2. **APPROVAL OF WARRANT REGISTER (Council/Successor Agency)**
3. **APPROVAL OF MINUTES: None Scheduled**

4. **AUTHORITY TO APPLY FOR SANDAG GRANT PROGRAM FUNDS -**

Request Council approve authorizing the Public Works Director/City Engineer to complete applications to SANDAG for the Smart Growth Incentive Program and for the Active Transportation Grant Program funds to complete two projects: (1) Valley Parkway Channel Crossing, and (2) Escondido Creek Signalized Bike/Pedestrian Crossing at El Norte Parkway and approve authorizing the Public Works Director to accept the grant funds and to complete grant documents on behalf of the City.

Staff Recommendation: **Approval (Public Works Department/Engineering: Ed Domingue)**

A) RESOLUTION NO. 2015-30 B) RESOLUTION NO. 2015-31

5. **NOTICE OF COMPLETION FOR JESMOND DENE BALL FIELD LIGHTING PROJECT -**

Request Council approve accepting the public improvements and authorize staff to file a Notice of Completion for the Jesmond Dene Ball Field Lighting Project.

Staff Recommendation: **Approval (Public Works Department/Engineering: Ed Domingue)**

6. **NOTICE OF COMPLETION: VISTA VERDE RESERVOIR REPLACEMENT PROJECT - PHASE 1 -**

Request Council approve authorizing the Director of Utilities to file a Notice of Completion for the Vista Verde Reservoir Replacement Project - Phase 1.

Staff Recommendation: **Approval (Utilities Department: Christopher W. McKinney)**

RESOLUTION NO. 2015-34

7. **FISCAL YEAR 2014 URBAN AREA SECURITY INITIATIVE FUNDING - CRITICAL INFRASTRUCTURE ASSESSMENT AND DISASTER PREPAREDNESS TRAINING -**

Request Council approve accepting Fiscal Year 2014 UASI Grant funding from the City of San Diego Office of Homeland Security; authorize the Chief of Police or his designee to execute contract documents on behalf of the City; and approve budget adjustments needed to spend grant funds.

Staff Recommendation: **Approval (Police Department: Craig Carter)**

8. **FISCAL YEAR 2014 REGIONAL REALIGNMENT RESPONSE GRANT ADDITIONAL FUNDS AND BUDGET ADJUSTMENT -**

Request Council approve accepting additional funds in the amount of \$37,000 for the Fiscal Year 2014 Regional Realignment Response Grant; authorize the Chief of Police or his designee to execute contract documents on behalf of the City; and approve budget adjustments needed to spend grant funds.

Staff Recommendation: **Approval (Police Department: Craig Carter)**

CONSENT – RESOLUTIONS AND ORDINANCES (COUNCIL/SUCCESSOR AGENCY/RRB)

The following Resolutions and Ordinances were heard and acted upon by the City Council/Successor Agency/RRB at a previous City Council/Successor Agency/Mobilehome Rent Review meeting. (The title of Ordinances listed on the Consent Calendar are deemed to have been read and further reading waived.)

9. [OAK CREEK PROJECT ANNEXATION, TENTATIVE SUBDIVISION MAP, PRELIMINARY, MASTER AND PRECISE DEVELOPMENT PLAN, PRE-ZONE, GRADING EXEMPTIONS, SPECIFIC ALIGNMENT PLAN AND FINAL ENVIRONMENTAL IMPACT REPORT \(SUB 13-0002, PHG 13-0017, ENV 13-0006\) -](#)

Approved on March 4, 2015 with a vote of 4/1 (Diaz voting no)

ORDINANCE NO. 2015-07 (Second Reading and Adoption)

WORKSHOP

10. [MUNICIPAL STORMWATER PERMIT R9-2013-0001 -](#)

Request Council receive and file the staff report concerning Municipal Stormwater permit R9-2013-0001.

Staff Recommendation: **Receive and File (Utilities Department: Christopher W. McKinney)**

FUTURE AGENDA

11. [FUTURE AGENDA -](#)

The purpose of this item is to identify issues presently known to staff or which members of the Council wish to place on an upcoming City Council agenda. Council comment on these future agenda items is limited by California Government Code Section 54954.2 to clarifying questions, brief announcements, or requests for factual information in connection with an item when it is discussed.

Staff Recommendation: **None (City Clerk's Office: Diane Halverson)**

COUNCIL MEMBERS SUBCOMMITTEE REPORTS

CITY MANAGER'S UPDATE/BRIEFING

The most current information from the City Manager regarding Economic Development, Capital Improvement Projects, Public Safety and Community Development.

- [CITY MANAGER'S UPDATE -](#)

ORAL COMMUNICATIONS

The public may address the Council on any item that is not on the agenda and that is within the subject matter jurisdiction of the legislative body. State law prohibits the Council from discussing or taking action on such items, but the matter may be referred to the City Manager/staff or scheduled on a subsequent agenda. Speakers are limited to only one opportunity to address the Council under Oral Communications.

ADJOURNMENT

UPCOMING MEETING SCHEDULE				
Date	Day	Time	Meeting Type	Location
March 18	Wednesday	3:30 & 4:30 p.m.	Regular Meeting	Council Chambers
March 25	Wednesday	3:30 & 4:30 p.m.	Regular Meeting	Council Chambers
April 1	-	-	No Regular Meeting	-
April 8	Wednesday	3:30 & 4:30 p.m.	Regular Meeting	Council Chambers

TO ADDRESS THE COUNCIL

The public may address the City Council on any agenda item. Please complete a Speaker's form and give it to the City Clerk. Submission of Speaker forms prior to the discussion of an item is highly encouraged. Comments are generally limited to 3 minutes.

If you wish to speak concerning an item not on the agenda, you may do so under "Oral Communications." Please complete a Speaker's form as noted above.

Nomination forms for Community Awards are available at the Escondido City Clerk's Office or at <http://www.escondido.org/city-clerks-office.aspx>

Handouts for the City Council should be given to the City Clerk. To address the Council, use the podium in the center of the Chambers, STATE YOUR NAME FOR THE RECORD and speak directly into the microphone.

AGENDA, STAFF REPORTS AND BACK-UP MATERIALS ARE AVAILABLE:

- Online at <http://www.escondido.org/meeting-agendas.aspx>
- In the City Clerk's Office at City Hall
- In the Library (239 S. Kalmia) during regular business hours and
- Placed in the Council Chambers (See: City Clerk/Minutes Clerk) immediately before and during the Council meeting.

AVAILABILITY OF SUPPLEMENTAL MATERIALS AFTER AGENDA POSTING: Any supplemental writings or documents provided to the City Council regarding any item on this agenda will be made available for public inspection in the City Clerk's Office located at 201 N. Broadway during normal business hours, or in the Council Chambers while the meeting is in session.

LIVE BROADCAST

Council meetings are broadcast live on Cox Cable Channel 19 and U-verse Channel 99 – Escondido Gov TV. They can also be viewed the following Sunday and Monday evenings at 6:00 p.m. on those same channels. The Council meetings are also available live via the Internet by accessing the City's website at www.escondido.org, and clicking the "Live Streaming –City Council Meeting now in progress" button on the home page.

Please turn off all cellular phones and pagers while the meeting is in session.

**The City Council is scheduled to meet the first four Wednesdays
of the month at 3:30 in Closed Session and 4:30 in Open Session.
(Verify schedule with City Clerk's Office)**

**Members of the Council also sit as the Successor Agency to the CDC, Escondido Joint Powers
Financing Authority and the Mobilehome Rent Review Board.**

**CITY HALL HOURS OF OPERATION
Monday-Friday 8:00 a.m. to 5:00 p.m.**



If you need special assistance to participate in this meeting, please contact our ADA Coordinator at 839-4643. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility.

Listening devices are available for the hearing impaired – please see the City Clerk.

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 4
Date: March 11, 2015

TO: Honorable Mayor and Members of the City Council

FROM: Edward N. Domingue, Public Works Director/City Engineer
Karen Youel, Management Analyst

SUBJECT: Authority to Apply for SANDAG Grant Program Funds

RECOMMENDATION:

It is requested that City Council adopt Resolution Nos. 2015-30 and 2015-31 authorizing the Public Works Director/City Engineer to complete applications to SANDAG for Smart Growth Incentive Program and for Active Transportation Grant Program funds to complete two projects: (1) Valley Parkway Channel Crossing, and (2) Escondido Creek Trail Signalized Bike/Pedestrian Crossing at El Norte Parkway. If awarded, it is requested that the Public Works Director be authorized to accept the grant funds and to complete grant documents on behalf of the City.

FISCAL ANALYSIS:

There is no set matching fund requirement for these grant applications. No matching funds are currently available for the Valley Parkway Channel Crossing Project. The Escondido Creek Trail Signalized Bike/Pedestrian Crossing at El Norte Parkway Project is part of a larger construction project, the El Norte Bridge Widening Project. Costs totaling \$340,000 from the El Norte Bridge Widening Project can be used as match for the Active Transportation Grant.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item relates to the Council's Action Plan regarding Neighborhood Improvement.

BACKGROUND:

The City Council is being asked to authorize the applications to SANDAG for two grants with similar purposes and administration.

SANDAG Smart Growth Incentive Program (SGIP)

SGIP provides funding for transportation-related infrastructure improvements and planning efforts that support smart growth development. SGIP goals are to encourage comprehensive public infrastructure projects and planning activities that facilitate compact, mixed-use development focused around public

transit, and that aim to increase housing and transportation choices, reduce greenhouse gas emissions, and improve public health. The SGIP seeks to fund projects that can serve as models around the region and attract private development.

The Valley Parkway Channel Crossing project area is within the ES-1 designation of SANDAG's 2014 Smart Growth Concept Map (Town Center). The Escondido Transit Center's design included an extension of the sidewalk on Valley Parkway and the addition of a pedestrian bridge over the Spruce Street Channel. The pedestrian bridge was never constructed, resulting in an asphalt berm extending into the traffic lanes on Valley Parkway. The City is revising NCTD's 2006 design to accommodate anticipated bank work of the Channel to address drainage issues in the Spruce Street Channel. These infrastructure improvements will allow pedestrian and bicycle traffic between the Transit Center and the Gateway Center to the west, increase awareness of the presence of the Channel as a natural waterway in Escondido, and add development value to surrounding properties.

SANDAG Active Transportation Grant Program (ATGP)

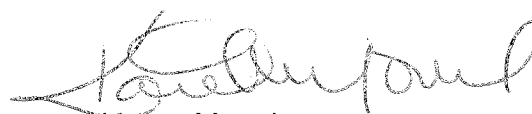
ATGP provides funding for active transportation related infrastructure improvements, planning, and programs that seek to educate, encourage, and/or raise awareness about bicycle and pedestrian oriented facilities. The goals are to encourage the planning and development of Complete Streets and to provide multiple travel choices for the region's residents through safe and well-connected bicycle and pedestrian networks. The program seeks to promote a comprehensive, neighborhood-based approach to planning and implementing active transportation improvements by coordinating existing and planned land use and transit to increase connectivity for bicyclists and pedestrians.

The Escondido Creek Trail Signalized Bike/Pedestrian Crossing at El Norte Parkway installs a pedestrian activated signalized crosswalk at the El Norte Parkway Crossing as well as trail gateway signage in accordance with the Escondido Creek Trail Master Plan. The signalized crosswalk would be timed to allow safer crossing at El Norte Parkway to coordinate with nearby traffic signals on El Norte Parkway. The project improves safety in the area, complements an existing bridge widening project, and implements a portion of the Escondido Creek Trail Master Plan.

This project is anticipated to increase the cost of the El Norte Bridge Widening project by \$335,000. Although no match is required, a match will increase the competitiveness of the application. Several items in the original scope of work, totaling \$340,000, will be used as match for the project.

Respectfully submitted,


Edward N. Domingue, P.E.
Public Works Director/City Engineer


Karen Youel
Management Analyst

RESOLUTION NO. 2015-30

AUTHORIZING THE FILING OF AN APPLICATION FOR SMART GROWTH INCENTIVE GRANT PROGRAM FUNDS THROUGH THE SAN DIEGO ASSOCIATION OF GOVERNMENTS FOR THE VALLEY PARKWAY CHANNEL CROSSING PROJECT, AND ACCEPTING THE TERMS OF THE GRANT AGREEMENT

WHEREAS, \$12 million of *TransNet* funding for capital and planning Smart Growth Incentive Program projects is available to local jurisdictions and the County of San Diego from Fiscal Years 2014-2016; and

WHEREAS, the City of Escondido wishes to receive \$1,270,000 in Smart Growth Incentive Program funds for the Valley Parkway Channel Crossing Project ("Project"); and

WHEREAS, the City of Escondido understands that the Smart Growth Incentive Program funding is fixed at the programmed amount, and therefore, Project cost increases that exceed the grant awarded will be the sole responsibility of the grantee; and

WHEREAS, the City of Escondido agrees to complete the proposed Project within a timely matter and in compliance with the San Diego Association of Governments ("SANDAG") Board Policy No. 035.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.

2. That the City of Escondido is authorized to submit an application to SANDAG for the *TransNet* Smart Growth Incentive Program funding in the amount of \$1,270,000 for Project Name

3. That if a grant award is made by SANDAG to fund Valley Parkway Channel Crossing Project, the City of Escondido commits to providing \$0 and authorizes the City of Escondido Public Works Director/City Engineer to accept the grant funds, execute the Grant Agreement with no exceptions in substantially the same form as Exhibit "A," subject to final approval as to form by the City Attorney, and complete the Project. A copy of the draft Grant Agreement is attached as Exhibit "A," and is incorporated by this reference.

4. That the City of Escondido agrees to indemnify, hold harmless, and defend SANDAG, the San Diego County Regional Transportation Commission, and all officers and employees thereof against all causes of action or claims related to the City of Escondido's *TransNet* funded projects.

GRANT AGREEMENT TEMPLATE – FOR INFORMATION ONLY

[SELECT APPLICABLE PROGRAM: *TransNet* SMART GROWTH INCENTIVE GRANT PROGRAM OR *TransNet* ACTIVE TRANSPORTATION GRANT PROGRAM]

THIRD FUNDING CYCLE

**GRANT AGREEMENT [AGREEMENT NUMBER] BETWEEN
THE SAN DIEGO ASSOCIATION OF GOVERNMENTS AND
[INSERT AGENCY/JURISDICTION NAME]
REGARDING [INSERT FULL PROJECT TITLE]**

THIS GRANT AGREEMENT [AGREEMENT NUMBER] (Agreement) is made this [Day] day of [Month], 2015, by and between the San Diego Association of Governments, 401 B Street, Suite 800, San Diego, California, hereinafter referred to as SANDAG, and the [Grant Recipient and Address], hereinafter referred to as Grantee. This agreement expires on [Month] [Day], [Year].

Note to Grant Recipient: This Agreement Template covers provisions for both the SGIP and ATGP. Prior to contract execution, the Grant Agreement will be tailored to reflect the applicable grant program.

Note to SANDAG Contracts Staff: Prior to internal routing, references to SGIP and ATGP should be updated as applicable.

The following recitals are a substantive part of this Agreement:

Note to SANDAG Contracts Staff: Select either SGIP Recitals or ATGP Recitals.

Smart Growth Incentive Program (SGIP) Recitals (A – J):

- 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), 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 (Board Policy No. 035), which is included as Attachment B. This Grant Award, Agreement and the Grantee's performance thereunder are subject to Board Policy No. 35, which includes multiple "use it or lose it" provisions.
- D. The SANDAG Board of Directors approved programming of approximately \$12 million in *TransNet* funds on December 19, 2014, by Resolution Number [insert Resolution Number].
- E. On December 19, 2014, 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 capital improvement and planning projects meeting certain criteria.

- F. Grantee successfully applied for *TransNet* SGIP funding for the [Insert Project Name], as described in Grantee's grant application. The Scope of Work, Project Schedule, and Approved Project Budget are included as Attachment A.

Note to SANDAG Contracts Staff: Before finalizing this agreement for internal SharePoint routing, obtain from SANDAG Finance and Planning staff the *TransNet* MPO ID required to complete Recital G, below.

- G. Grantee's Project is funded with [insert dollar amount] in *TransNet* SGIP funds and the *TransNet* MPO ID for the Project is [insert ID number].
- H. The purpose of this Agreement is to establish the terms and conditions for SANDAG to provide Grantee with funding to implement the Project.
- I. 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.
- J. Grantee understands that *TransNet* funds derive from retail transactions and use tax revenues which fluctuate. SANDAG's funding commitment to SGIP Projects, including this Project, is subject to these fluctuations, which may impact funding availability for this Project.

Active Transportation Grant Program (ATGP) Recitals (A – L):

- A. The SANDAG Board of Directors allocates funds under the *TransNet* local sales tax program and the Transportation Development Act (TDA) to support local bicycle and pedestrian transportation projects in the San Diego region through a competitive process.
- B. The *TransNet* Extension Ordinance contains provisions to fund the Bicycle, Pedestrian, and Neighborhood Safety Program (BPNSP), which funding began on July 1, 2008. The BPNSP encompasses bicycle and pedestrian travel projects and recognizes the comprehensive effort to integrate smart growth place making, access to transit and environmental justice.
- C. Article 3 of the TDA provides funding for Bicycle and Pedestrian Facilities and Programs.
- D. Together the *TransNet* BPNSP and TDA Article 3 funding are commonly referred to as the SANDAG Active Transportation Grant Program (ATGP).
- E. In January 2010, the SANDAG Board of Directors approved Board Policy No. 035 – Competitive Grant Program Procedures (Board Policy No. 035), which is included as Attachment B. This Grant Award, Agreement and the Grantee's performance thereunder are subject to Board Policy No. 035, which includes multiple "use it or lose it" provisions.
- F. The SANDAG Board of Directors approved programming of approximately \$3 million in both *TransNet* and TDA funds on December 19, 2014, by Resolution Number [insert Resolution Number].
- G. On [December 19, 2014], SANDAG issued a Call for Projects from local jurisdictions in San Diego County wishing to apply for SANDAG ATGP funds for use on capital improvement and planning projects meeting certain criteria.

H. Grantee successfully applied for ATGP Funding for the [Insert Project Name] (Project), as described in Grantee's grant application. The Scope of Work, Project Schedule, and Approved Project Budget are included as Attachment A.

Note to SANDAG Contracts Staff: Before finalizing this agreement for internal routing, obtain from SANDAG Finance and Planning staff the TDA Claim Number or TransNet MPO ID required to complete Recital I, below.

- I. Grantee's Project is funded with [insert dollar amount] in ATGP funds, which includes [insert dollar amount] in *TransNet* BPNSP funds and [insert dollar amount] in TDA funds, and the *TransNet* MPO ID for the Project is [insert ID number] and the TDA Claim Number is [insert claim number].
- J. The purpose of this Agreement is to establish the terms and conditions for SANDAG to provide Grantee with funding to implement the Project.
- K. 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.
- L. Grantee understands that *TransNet* funds derive from retail transactions and use tax revenues which fluctuate. SANDAG's funding commitment to ATGP Projects, including this Project, is subject to these fluctuations, which may impact funding availability for this Project.

NOW, THEREFORE, it is agreed as follows:

I. DEFINITIONS

- A. **Application.** The signed and dated grant application, including any amendment thereto, with all explanatory, supporting, and supplementary documents filed with SANDAG by or on behalf of the Grantee and accepted or approved by SANDAG. All of Grantee's application materials, not in conflict with this Agreement, are hereby incorporated into this Agreement as though fully set forth herein.
- B. **Approval, Authorization, Concurrence, Waiver.** A written statement (transmitted in typewritten hard copy or electronically) of a SANDAG official authorized to permit the Grantee to take or omit an action required by this Agreement, which action may not be taken or omitted without such written permission. Except to the extent that SANDAG determines otherwise in writing, such approval, authorization, concurrence, or waiver permitting the performance or omission of a specific action does not constitute permission to perform or omit other similar actions. An oral permission or interpretation has no legal force or effect.
- C. **Approved Project Budget.** The most recent statement of the costs of the Project, the maximum amount of assistance from SANDAG for which the Grantee is currently eligible, the specific tasks (including specific contingencies) covered, and the estimated cost of each task, that has been approved by SANDAG. The Approved Project Budget is included in Attachment A.

Note to Grant Recipient: Only the applicable grant program will be referenced here.

Note to SANDAG Contracts Staff: Choose the appropriate program here.

- D. **[SGIP Funds and Funding.** Funding from the *TransNet* Extension Ordinance for the SGIP.]
OR **[ATGP Funds and Funding.** Funding from the *TransNet* BPNSP and TDA Article 3 funds.]
- E. **Grantee.** The local jurisdiction that is the recipient of [SGIP or ATGP] funding under this Agreement.
- F. **Notice to Proceed** means a written notice from SANDAG issued to the Grantee authorizing the Grantee to proceed with all or a portion of the work described in the Scope of Work. Grantee shall not proceed with the work and shall not be eligible to receive payment for work performed prior to SANDAG's issuance of a Notice to Proceed.
- G. **Subgrantee.** Any contractor or consultant, at any tier, paid directly or indirectly with funds flowing from this Agreement for the Project.

II. 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 as Attachment A.
2. **Effective Date.** The effective date of this Agreement or any amendment hereto is the date on which this Agreement or an amendment is fully executed. The Grantee agrees to undertake Project work promptly after receiving a Notice to Proceed from SANDAG.
3. **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 and provide for the use of any Project property; (b) carry out the 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.
4. **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, as amended, and included as Attachment B.
5. **Project Implementation and Oversight.** Grantee agrees to comply with the Project Implementation and Oversight Requirements, included as Attachment C, and Board Policy No. 035, as amended.
6. **Changes to Project's Scope of Work.** This Agreement was awarded to Grantee based on the application submitted by Grantee, which contained representations by Grantee regarding project parameters, project proximity to transit, and other criteria relevant to evaluating and ranking the Project based on SANDAG [SGIP or ATGP] scoring criteria. Any substantive deviation from Grantee's representations in the Application 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 [SGIP or ATGP] and whether the changes would have negatively affected the Project ranking during the competitive grant evaluation process. SANDAG reserves the right to have [SGIP or ATGP] 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.

- 7. **Media and Community Outreach Coordination.** The Grantee agrees notify SANDAG of any media and community outreach efforts, including presentations to community groups, other agencies, and elected officials. The Grantee agrees to assist SANDAG with media or community events related to the Project, such as ground breaking and ribbon cutting. 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, but may never be included in such documents without advance approval from SANDAG.

As part of the quarterly reports submitted to SANDAG, the Grantee agrees to provide project milestone information to support media and communications efforts. SANDAG reserves the right to use the information provided by the Grantee for any combination of the following, including but not limited to: social media posts, online photo albums, videos, press releases, PowerPoint presentations, web updates, newsletters, and testimonials. In submitting photos to SANDAG, the Grantee agrees to release the rights of the photos to SANDAG for its use.

- 8. **Project Signage and Designation of TransNet Funded Facilities.** Each capital project in excess of \$250,000 funded in whole or in part by revenues from the *TransNet* Extension Ordinance shall be clearly designated during its construction or implementation as being provided by revenues from the *TransNet* Extension Ordinance.

Grantee agrees to follow the Project Signage Specifications. SANDAG will provide sign specifications. Grantee agrees to follow sign specifications and submit proof files to SANDAG for approval before printing.

- 9. **Baseline Data Collection.** For capital projects, Grantee is required to coordinate with SANDAG staff on the development of a baseline data collection plan in accordance with the Project Implementation and Oversight Requirements.

- B. **Application of Laws** Should a federal or state law pre-empt a local law, regulation, 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. Notice Regarding Prevailing Wages.** SANDAG's [SGIP or ATGP] Grants are funded with *TransNet* revenues consistent with the *TransNet* Extension Ordinance adopted by the voters in November 2004 (SANDAG Ordinance 04-01). Although SANDAG Ordinance 04-01 does not require payment of prevailing wages, California law may require that Grantee's public works projects pay prevailing wages for workers. Grantee acknowledges that SANDAG has strongly encouraged Grantee to seek legal counsel regarding whether the Project will be subject to prevailing wage laws consistent with Labor Code Section 1720, *et seq.* This Agreement requires Grantee's compliance with all federal, state, and local laws and ordinances as applicable.
- D. Significant Participation by a Subgrantee.** Although the Grantee may delegate any or almost all Project responsibilities to one or more subgrantees, the Grantee agrees that it, rather than any subgrantee, is ultimately responsible for compliance with all applicable laws, regulations, and this Agreement.
- E. Third Party Contracting.** Grantee shall not award contracts over three thousand dollars (\$3,000) 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.
1. If Grantee hires a consultant to carry out professional services funded under this Agreement, Grantee shall: prepare an Independent Cost Estimate (ICE) prior to soliciting proposals; publicly advertise for competing proposals for the work; use cost as an evaluation factor in selecting the consultant; document a Record of Negotiation (RON) establishing that the amount paid by Grantee for the consultant services is fair and reasonable; and pass through the relevant obligations in this Agreement to the consultant.
 2. If Grantee hires a contractor to carry out construction services funded under this Agreement, Grantee shall: prepare an ICE (e.g., a construction cost estimate) prior to soliciting bids; publicly advertise for competing bids for the work; award the work to the lowest responsive and responsible bidder; document a RON establishing that the amount paid by Grantee for the construction services is fair and reasonable; and pass through the relevant obligations in this Agreement to the contractor.
- F. Grantee's Responsibility to Extend Agreement Requirements to Other Entities**
1. **Entities Affected.** Grantee agrees to take appropriate measures necessary to ensure that all Project participants comply with all applicable federal laws, regulations, and policies affecting Project implementation. 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.
 2. **Documents Affected.** The applicability provisions of laws, regulations, and policies determine the extent to which those provisions affect an entity (such as a subgrantee) participating in the Project through the Grantee. Thus, the Grantee agrees to use a

written document to ensure that each entity participating in the Project complies with applicable laws, regulations, and policies.

3. **Flowdown.** The Grantee agrees to include in each document (subagreement, lease, third-party contract, or other) any necessary provisions requiring the Project participant (third-party contractor, subgrantee, or other) to impose applicable laws, Agreement requirements and directives on its subgrantees, lessees, third-party contractors, and other Project participants at the lowest tier necessary.
- G. 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 subgrantee, lessee, third-party contractor, 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, or third-party contract at any tier, SANDAG has no obligations or liabilities to any entity other than the Grantee, including any subgrantee, lessee, or third-party contractor at any tier.
- H. 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 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 Office of General Counsel.
- I. Standard of Care.** The 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 Executive Director, 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 subgrantees.
- III. 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 [SGIP or ATGP] 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 subgrantee, 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 subgrantees or their agents.

1. **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 [SGIP or ATGP] 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.
 2. **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 subgrantee or impair its objectivity in performing the contract work.
- B. 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 are also 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 should notify the SANDAG Office of General Counsel immediately.
- C. 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 [SGIP or ATGP] Funding application for the Project.
- D. 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.

IV. AMOUNT OF FUNDING ASSISTANCE

The Grantee agrees that SANDAG will provide [SGIP or ATGP] Funding for the Project equal to the smaller of the following amounts: (a) the Maximum SANDAG Amount Approved of \$ [REDACTED], or (b) the amount calculated in accordance with the Maximum Percentage(s) of SANDAG Participation, which is [REDACTED] percent ([REDACTED]%). SANDAG's responsibility to make payments under this Agreement is limited to the amounts listed in the Approved Project Budget for the Project. Grantee's estimate in its application for funding from SANDAG for the Project is the amount that forms the basis upon which SANDAG determines the Maximum SANDAG Amount Awarded and Maximum Percentage(s) of SANDAG Participation.

V. MATCHING FUNDS

Grantee has proposed to provide matching funds for the Project and therefore agrees as follows:

- A. Duty to Obtain Matching Funds.** The Grantee agrees to provide sufficient funds or approved in-kind resources, together with the [SGIP or ATGP] Funding awarded, that will assure payment of the actual cost of each Project activity covered by this Agreement. The amount of matching funds and percentage(s) of matching funds Grantee shall provide are set forth in the Approved Project Budget. The Grantee agrees to complete all proceedings necessary to provide its share of the Project costs at or before the time the matching funds are needed for Project costs.
- B. Prompt Payment of Matching Funds.** The Grantee agrees to provide the proportionate amount of the matching funds promptly as it incurs Project costs or Project costs become due. Each of Grantee's invoices must include its pro-rata matching fund contribution as reflected in the Approved Project Budget, along with supporting, descriptive and/or explanatory documentation for the matching funds provided.
- C. Reduction of Matching Funds.** The Grantee agrees that no refund or reduction of the amount of matching funds may be made unless, at the same time, a reduction of the proportional amount of the [SGIP or ATGP] Funding provided is made to SANDAG in order to maintain the Maximum Percentage(s) of SANDAG Participation.

VI. APPROVED 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 designated the "Approved Project Budget." The Grantee will incur obligations and make disbursements of Project funds only as authorized by the Approved Project Budget. An amendment to the Approved Project Budget requires the issuance of a formal amendment to the Agreement, unless the re-allocation of funds among budget items or fiscal years that not increase the total amount of the [SGIP or ATGP] Funding awarded for the Project, does not negatively impact the benefits obtained from the Project, and is consistent with applicable laws, regulations, and policies. Prior written SANDAG Project Manager approval is required for transfers of funds between Approved Project Budget line items.

VII. PAYMENTS

A. Grantee's Request for Payment When Matching Funds Are Required. The Grantee will demonstrate or certify that it will provide adequate matching funds such that, when combined with payments from SANDAG, will cover all costs to be incurred for the Project. Except to the extent that SANDAG determines, in writing, that the Grantee may defer its provision of matching funds for the Project, a Grantee is required under the terms of this Agreement to provide matching funds for the Project and agrees that it will not:

1. Request or obtain matching funds exceeding the amount justified by the matching share previously provided, or
2. Take any action that would cause the proportion of [SGIP or ATGP] Funding made available to the Project at any time to exceed the percentage authorized by the Agreement for the Project.

B. Payment by SANDAG. Upon receiving a request for payment and adequate supporting information, SANDAG will make payment, [or for projects with TDA funding, authorize the County of San Diego to make payment] for eligible amounts to Grantee within thirty (30) days if Grantee has complied with the requirements of the Agreement, including submission of a Quarterly Report which is included as Attachment D, has satisfied SANDAG that the [SGIP or ATGP] Funding requested is needed for Project purposes in that requisition period, and is making adequate progress toward Project completion consistent with Board Policy No. 035. After the Grantee has demonstrated satisfactory compliance with the preceding requirements, SANDAG may reimburse the Grantee's apparent allowable costs incurred consistent with the Approved Project Budget. SANDAG shall retain ten percent (10%) from the amounts invoiced until satisfactory completion of work. SANDAG shall promptly release retention amounts to Grantee following Grantee's satisfactory completion of work and receipt of Grantee's final invoice and all required documentation.

C. Eligible Costs. The Grantee agrees that Project costs eligible for [SGIP or ATGP] 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, the Approved 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).
5. Incurred for work performed, only on a reimbursement basis, after both the Effective Date of the Agreement and following Grantee's receipt of a Notice to Proceed from SANDAG.

6. Satisfactorily documented with supporting documentation which is to be submitted with each invoice.
7. Treated consistently in accordance with generally accepted accounting principles and procedures for the Grantee and any third-party contractors and subgrantees, (see Section 6 Accounting Records).
8. Eligible for [*TransNet* or *TransNet* and TDA] Funding as part of the [SGIP or ATGP].
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 OMB guidelines. Indirect cost allocation plans must be reviewed and renewed annually.
10. Project generated revenue realized by the Grantee shall be utilized in support of the Project. Project generated revenue and expenditures, if any, shall be reported at the end of the Agreement period.

D. Excluded Costs

1. In determining the amount of [SGIP or ATGP] Funding SANDAG will provide for the Project, SANDAG will exclude
 - a. Any Project cost incurred by the Grantee before either the date SANDAG issues a Notice to Proceed to Grantee or the Effective Date of the Agreement or any Amendment thereto;
 - b. Any cost that is not included in the latest Approved Project Budget;
 - c. 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; and
 - d. Any cost ineligible for SANDAG participation as provided by applicable laws, regulations, or policies.
2. Certain costs at times associated with bicycle and pedestrian projects are not eligible when the benefit provided is not the exclusive use of bicyclists or pedestrians. These instances are listed below.
 - a. Curb and gutter are part of the roadway drainage system. As such, newly installed curb and gutter cannot be considered an improvement exclusively for the benefit of the sidewalk or bike lane and are not an eligible expense.
 - b. Driveway ramps installed across sidewalks are not for the benefit of pedestrians, and in fact, degrade the pedestrian environment. Claimants may not include the cost of driveway ramps in applications for sidewalk projects. However, the distance across the driveway may be included when computing the per-square-foot cost of the sidewalk.

- c. Where roadway design standards require a roadway shoulder width at least as wide as would be required for a standard bike lane, the cost of the shoulder construction will not be eligible. Appropriate bikeway signage is eligible.
 - d. Under some circumstances, it may be necessary to remove and replace curb and gutter, driveway ramps, drainage facilities and other existing improvements in order to construct a bikeway or sidewalk. In such cases the cost of this work is most likely eligible, but claimants should carefully document why this is so in the claim submittal.
- E. 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 the Agreement for the Project 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 [SGIP or ATGP] 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 [SGIP or ATGP] 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.

VIII. ACCOUNTING RECORDS

In compliance with applicable laws, regulations, and policies, the Grantee agrees as follows:

- A. **Project Accounts.** The Grantee agrees 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 also agrees 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. **Documentation of Project Costs and Program Income.** Except to the extent that SANDAG determines otherwise, in writing, the Grantee agrees to support all costs charged to the Project, including any approved services or property contributed by the Grantee or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges, including adequate records to support the costs the Grantee has incurred underlying any payment in which SANDAG has agreed to participate in based upon a payable milestone.

IX. REPORTING, RECORD RETENTION, AND ACCESS

- A. Types of Reports.** The Grantee agrees to submit to SANDAG all reports required by law and regulation, policy, this Agreement, and any other reports SANDAG may specify.
- B. Report Formats.** The Grantee agrees that all reports and other documents or information intended for public availability developed in the course of the Project and required to be submitted to SANDAG must be prepared and submitted in electronic and/or typewritten hard copy formats, as SANDAG may specify. SANDAG reserves the right to specify that records be submitted in particular formats.
- C. Record Retention.** During the course of the Project and for three years thereafter from the date of transmission of the final expenditure report, the Grantee agrees to maintain, intact and readily accessible, all data, documents, reports, records, contracts, and supporting materials relating to the Project, as SANDAG may require.
- D. Access to Records of Grantees and Subgrantees.** The Grantee agrees to permit, and require its subgrantees 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 subgrantees pertaining to the Project.
- E. Project Closeout.** The Grantee agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.
- F. Quarterly Reports.** Grantee shall submit written quarterly reports to SANDAG detailing the progress of its work, expenditures incurred, and information regarding whether the Project is projected to be completed within the limits of the Approved Project Budget, Project Schedule, and consistent with Board Policy No. 035 and any policy amendments thereto. Grantee shall document the progress and results of work performed under this Agreement to the satisfaction of SANDAG. This includes progress and final reports, plans, specifications, estimates, and other evidence of attainment of the Agreement objectives, which are requested by SANDAG or ITOC. Grantee may be required to attend meetings of SANDAG staff and committees, including but not limited to ITOC, the Regional Planning Committee, the Transportation Committee, and the SANDAG Board of Directors, to report on its progress and respond to questions.
- G. Communities Served Data and Report.** 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.
- X. Project Completion, Audit, Settlement, and Closeout**
- A. Project Completion.** Within ninety (90) calendar days following Project completion or termination by SANDAG, the Grantee agrees to submit a final certification 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.

Note to Grant Recipient: Only the applicable sections will be included.

Note to SANDAG Contracts Staff: Please choose the appropriate:

For TransNet-funded projects:

The Grantee agrees to have financial and compliance audits performed as SANDAG may require consistent with the *TransNet* Extension Ordinance. The Grantee agrees that Project closeout will not alter the Grantee's audit responsibilities. Audit costs are allowable Project costs.

For TDA-funded projects:

The Grantee agrees to have financial and compliance audits performed as SANDAG may require consistent with Public Utilities Code Section 99245, for TDA funds; and consistent with the *TransNet* Extension Ordinance for *TransNet* funds. 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 pursuant to the *TransNet* Ordinance.
- D. Project Closeout.** Project closeout occurs when SANDAG notifies the Grantee that SANDAG has closed the Project, and, if applicable, either forwards the final [SGIP or ATGP] 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.
- E. Project Use.** Grantee was awarded this Agreement based on representations in its grant application regarding the Project's intended use. If the Project is a capital project, Grantee hereby commits to continued use of the Project for the purposes stated in its application for a period of at least five years after completion of construction. SANDAG may require Grantee to refund SGIP funding provided for the Project in the event Grantee fails to utilize the Project for its intended purposes as stated in the grant application or for any disallowed costs.

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. If timely progress is not achieved, SANDAG may, in its sole discretion, review the status of the Project to determine if the remaining funding should be reallocated to another eligible project, as per Board Policy No. 035. Grantee understands and agrees that any failure to make reasonable progress on the Project or violation of this Agreement and/or Board Policy No. 035, that endangers substantial performance of the Project shall provide sufficient grounds for SANDAG, in its sole discretion, to terminate this Agreement.

- B. In the event Grantee encounters difficulty in meeting the Project Schedule or anticipates difficulty in complying with the Project Schedule, the Grantee shall immediately notify the SANDAG Project 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. Upon written notice, the Grantee agrees that SANDAG may suspend or terminate all or any part of the [SGIP or ATGP] Funding to be provided for the Project if the Grantee has violated 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 [SGIP or ATGP] Funding for the Project.
- D. In general, termination of [SGIP or ATGP] 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 [SGIP or ATGP] 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 [SGIP or ATGP] 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 12 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.
- 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.

XIII. OWNERSHIP OF WORK PRODUCT

SANDAG shall own any deliverables created in whole or in part for SANDAG's benefit pursuant to the Scope of Work for the Project. The term "deliverables" includes, but is not limited to, all original drawings, reports, photos, and other documents, including detailed calculations and other work product developed for the Project or services performed on the Project.

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 SANDAG's Project Manager. The Project Manager and other appropriate SANDAG staff will review the documentation in a timely manner and reply to Grantee within twenty (20) calendar days. Upon receipt of an adverse decision by SANDAG, Grantee may submit a request for reconsideration to SANDAG's Executive Director. The request for reconsideration must be received within ten (10) calendar days from the postmark date of SANDAG's reply. The Executive Director will respond to the request for reconsideration within ten (10) working days. The decision of the Executive Director will be in writing.
 - 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 for SGIP projects or to the SANDAG Transportation Committee for ATGP projects. SANDAG shall respond to a request for mediation within thirty (30) calendar days. The decision of the Regional Planning Committee or Transportation 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.

XVI. INSURANCE

Grantee shall procure and maintain during the period of performance of this Agreement, and for twelve (12) months following completion, policies of insurance from insurance companies authorized to do business in the State of California or the equivalent types and amounts of self-insurance, as follows:

- A. General Liability.** Combined single limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate for personal and bodily injury, including death, and broad form property damage. The policy must include an acceptable "Waiver of Transfer Rights of Recovery Against Others Endorsement." The policy must name SANDAG as an additional insured in the endorsement. A deductible or retention may be utilized, subject to approval by SANDAG.
- B. Automobile Liability.** For personal and bodily injury, including death, and property damage in an amount not less than \$1,000,000.
- C. Workers' Compensation and Employer's Liability.** Policy must comply with the laws of the State of California. The policy must include an acceptable "Waiver of Right to Recover From Others Endorsement" naming SANDAG as an additional insured.
- D. Other Requirements.** Grantee shall furnish satisfactory proof by one or more certificates (original copies) that it has the foregoing insurance. The insurance shall be provided by an acceptable insurance provider, as determined by SANDAG, which satisfies the following minimum requirements:
1. An insurance carrier qualified to do business in California and maintaining an agent for service of process within the state. Such insurance carrier shall maintain a current A.M. Best rating classification of "A-" or better, and a financial size of "\$10 million to \$24 million (Class V) or better," or
 2. A Lloyds of London program provided by syndicates of Lloyds of London and other London insurance carriers, providing all participants are qualified to do business in California and the policy provides for an agent for service of process in California.
- E.** Certificates of insurance shall be filed with SANDAG. These policies shall be primary insurance as to SANDAG so that any other coverage held by SANDAG shall not contribute to any loss under Grantee's insurance. Insurance policies shall not be canceled without first giving thirty

(30) days advance written notice to SANDAG. For purposes of this notice requirement, any material change in the policy prior to its expiration shall be considered a cancellation.

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 subgrantees' 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 subgrantees 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 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 hereunder. This Agreement may not be modified or altered except in writing, signed by SANDAG and the Grantee.

XX. PROJECT MANAGER

The Grantee has assigned [INSERT PROJECT MANAGER NAME] as the Project Manager for the Project. 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.

XXI. NOTICE

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to:

San Diego Association of Governments
401 B Street, Suite 800
San Diego, CA 92101
Attn: Susan Baldwin / Suchi Mukherjee

Grantee:
[LOCAL AGENCY NAME]
[LOCAL AGENCY ADDRESS]
Attn: [LOCAL AGENCY PROJECT MANAGER]

Notice shall be effective upon receipt thereof.

Note to SANDAG Contracts Staff: After receiving this original agreement back from the Grantee and before routing the original agreement for final SANDAG "wet" signatures, confirm with SANDAG Finance and Planning staff that the applicable RTIP has been approved.

XXII. 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 date written above.

SAN DIEGO ASSOCIATION OF GOVERNMENTS

[INSERT JURISDICTION]

GARY L. GALLEGOS OR DESIGNEE
Executive Director

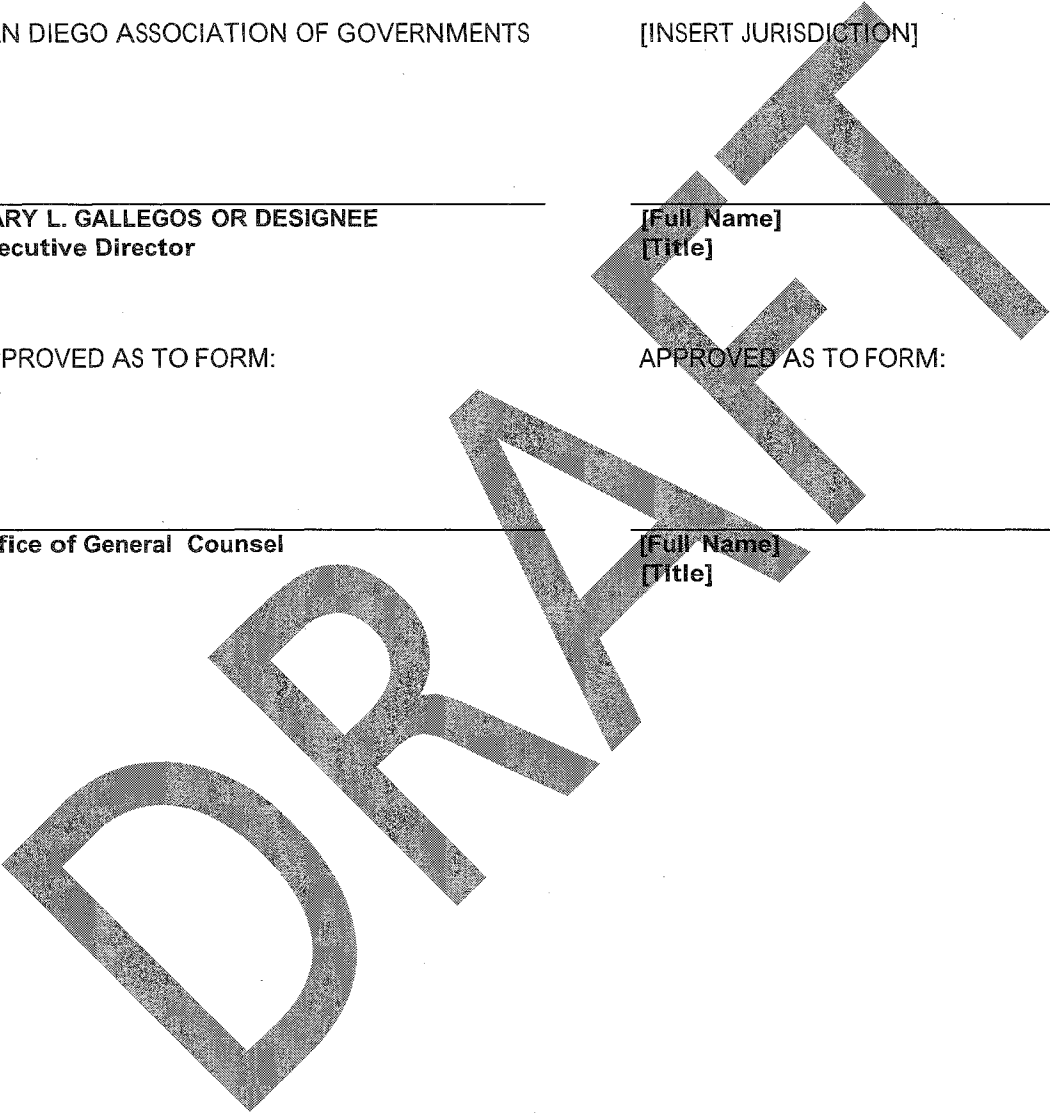
[Full Name]
[Title]

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Office of General Counsel

[Full Name]
[Title]



ATTACHMENT A

SCOPE OF WORK, SCHEDULE, AND APPROVED PROJECT BUDGET

Project Location

(SPECIFIC PROJECT LOCATION INCLUDING JURISDICTION, COMMUNITY, NEIGHBORHOOD, CORRIDORS, AND INTERSECTIONS)

Project Description

[PROJECT TYPE (DESIGN AND/OR CONSTRUCTION, MASTER PLAN, ETC.), TYPES OF IMPROVEMENTS/RECOMMENDATIONS, PROJECT GOALS]

(INSERT SCOPE, SCHEDULE AND APPROVED PROJECT BUDGET)

TransNet MPO ID NO. _____

DRAFT

ATTACHMENT B



BOARD POLICY NO. **035**

COMPETITIVE GRANT PROGRAM PROCEDURES

Applicability and Purpose of Policy

This Policy applies to all grant programs administered through SANDAG, whether from *TransNet* or another source, including but not limited to the Smart Growth Incentive Program, Environmental Mitigation Program, Bike and Pedestrian Program, Senior Mini Grant Program, Federal Transit Administration grant programs, and Active Transportation Grant Program.

Nothing in this Policy is intended to supersede federal or state grant rules, regulations, statutes, or contract documents that conflict with the requirements in this Policy. There are never enough government grant funds to pay for all of the projects worthy of funding in the San Diego region. For this reason, SANDAG awards grant funds on a competitive basis that takes the grantees' ability to perform their proposed project on a timely basis into account. SANDAG intends to hold grantees accountable to the project schedules they have proposed in order to ensure fairness in the competitive process and encourage grantees to get their projects implemented quickly so that the public can benefit from the project deliverables as soon as possible.

Procedures

1. Project Milestone and Completion Deadlines

1.1. When signing a grant agreement for a competitive program funded and/or administered by SANDAG, grant recipients must agree to the project delivery objectives and schedules in the agreement. In addition, a grantee's proposal must contain a schedule that falls within the following deadlines. Failure to meet the deadlines below may result in revocation of all grant funds not already expended. The final invoice for capital, planning, or operations grants must be submitted prior to the applicable deadline.

1.1.1. Funding for Capital Projects. If the grant will fund a capital project, the project must be completed according to the schedule provided in the grant agreement, but at the latest, any necessary construction contract must be awarded within two years following execution of the grant agreement, and construction must be completed within eighteen months following award of the construction contract. Completion of construction for purposes of this policy shall be when the prime construction contractor is relieved from its maintenance responsibilities. If no construction contract award is necessary, the construction project must be complete within eighteen months following execution of the grant agreement.

1.1.2. Funding for Planning Grants. If the grant will fund planning, the project must be completed according to the schedule provided in the grant agreement, but at the latest, any necessary consultant contract must be awarded within one year following execution of the grant agreement, and the planning project must be

complete within two years following award of the consultant contract. Completion of planning for purposes of this policy shall be when grantee approves the final planning project deliverable. If no consultant contract award is necessary, the planning project must be complete within two years of execution of the grant agreement.

1.1.3 Funding for Operations Grants. If the grant will fund operations, the project must be completed according to the schedule provided in the grant agreement, but at the latest, any necessary services contract for operations must be awarded within one year following execution of the grant agreement, and the operations must commence within six months following award of the operations contract. If no services contract for operations is necessary, the operations project must commence within one year of execution of the grant agreement.

1.1.4 Funding for Equipment or Vehicles Grants. If the grant will fund equipment or vehicles, the project must be completed according to the schedule provided in the grant agreement, but at the latest, any necessary purchase contracts for equipment or vehicles must be awarded within one year following execution of the grant agreement, and use of the equipment or vehicles for the benefit of the public must commence within six months following award of the purchase contract.

2. Project Milestone and Completion Deadline Extensions

2.1. Schedules within grant agreements may include project scopes and schedules that will identify interim milestones in addition to those described in Section 1 of this Policy. Grant recipients may receive extensions on their project schedules of up to six months for good cause. Extensions of up to six months aggregate that would not cause the project to miss a completion deadline in Section 1 may be approved by the SANDAG Executive Director. Extensions beyond six months aggregate or that would cause the project to miss a completion deadline in Section 1 must be approved by the Policy Advisory Committee that has been delegated the necessary authority by the Board. For an extension to be granted under this Section 2, the following conditions must be met:

2.1.1. For extension requests of up to six months, the grantee must request the extension in writing to the SANDAG Program Manager at least two weeks prior to the earliest project schedule milestone deadline for which an extension is being requested. The Executive Director or designee will determine whether the extension should be granted. The Executive Director's action will be reported out to the Board in following month's report of delegated actions.

2.1.2. A grantee seeking an extension must document previous efforts undertaken to maintain the project schedule, explain the reasons for the delay, explain why the delay is unavoidable, and demonstrate an ability to succeed in the extended time frame the grantee proposes.

2.1.3. If the Executive Director denies an extension request under this Section 2, the grantee may appeal within ten business days of receiving the Executive Director's response to the responsible Policy Advisory Committee by sending the appeal to the SANDAG Program Manager.

2.1.4. Extension requests that are rejected by the Policy Advisory Committee will result in termination of the grant agreement and obligation by the grantee to return to SANDAG any unexpended funds within 30 days. Unexpended funds are funds for project costs not incurred prior to rejection of the extension request by the Policy Advisory Committee.

3. Project Delays and Extensions in Excess of Six Months

3.1. Requests for extensions in excess of six months, or that will cause a project to miss a completion deadline in Section 1 (including those projects that were already granted extensions by the Executive Director and are again falling behind schedule), will be considered by the Policy Advisory Committee upon request to the SANDAG Program Manager.

3.2 A grantee seeking an extension must document previous efforts undertaken to maintain the project schedule, explain the reasons for the delay, explain why the delay is unavoidable, and demonstrate an ability to succeed in the extended time frame the grantee proposes. The grantee must provide the necessary information to SANDAG staff to place in a report to the Policy Advisory Committee. If sufficient time is available, and the grant utilized *TransNet* funds, the request will first be taken to the Independent Taxpayer Advisory Committee (ITOC) for a recommendation. The grantee should make a representative available at the meeting to present the information to, and/or answer questions from, the ITOC and Policy Advisory Committee.

3.3 The Policy Advisory Committee will only grant an extension under this Section 3 for extenuating circumstances that the grantee could not have reasonably foreseen.

4. Resolution and Execution of the Grant Agreement

4.1 Two weeks prior to the review by the Policy Advisory Committee of the proposed grants, prospective grantees must submit a resolution from their authorized governing body that includes the provisions in this Subsection 4.1. Failure to provide a resolution that meets the requirements in this Subsection 4.1 will result in rejection of the application and the application will be dropped from consideration with funding going to the next project as scored by the evaluation committee. In order to assist grantees in meeting this resolution deadline, when SANDAG issues the call for projects it will allow at least 90 days for grant application submission.

4.1.1 Grantee governing body commits to providing the amount of matching funds set forth in the grant application.

4.1.2 Grantee governing body authorizes staff to accept the grant funding and execute a grant agreement if an award is made by SANDAG.

4.2 Grantee's authorized representative must execute the grant agreement within 45 days from the date SANDAG presents the grant agreement to the prospective grantee for execution. Failure to meet the requirements in this Subsection 4.2 may result in revocation of the grant award.

5. Increased Availability of Funding Under this Policy

5.1. Grant funds made available as a result of the procedures in this Policy may be awarded to the next project on the recommended project priority list from the most recent project selection process, or may be added to the funds available for the next project funding cycle, at the responsible Policy Advisory Committee's discretion. Any project that loses funding due to failure to meet the deadlines specified in this Policy may be resubmitted to compete for funding in a future call for grant applications.

Adopted: January 2010

Amended: November 2014

DRAFT

ATTACHMENT C

PROJECT IMPLEMENTATION AND OVERSIGHT REQUIREMENTS

Capital Grants

1. Contact Information: Grantee must provide SANDAG with contact information for the project manager. Grantee must provide SANDAG with updated contact information in a timely manner if there are any changes to staff assigned.

2. Baseline Data Collection: Prior to the construction of grant-funded improvements, the Grantee is responsible for developing a baseline data collection plan with SANDAG to gather information on pedestrian and bicyclist activity. At a minimum, data should be collected for observed bicycle and pedestrian volumes, behavior, and attitudes in the project area. Once the data collection plan is approved by SANDAG staff, the Grantee is responsible for carrying out the plan and returning collected data to SANDAG as a deliverable. Standardized forms required for data collection will be provided by SANDAG.

Grantees are encouraged to use the National Bicycle and Pedestrian Documentation Project methodology and plan for the following:

- Conduct counts prior to project construction, during National Documentation Days in the second week of September. Supplementary counts and surveys can be conducted during January, May, and July to provide seasonal data, if desired.
- Conduct counts for two hours, at peak times relative to the facility. For example, facilities attracting utilitarian trips should be counted on a Tuesday, Wednesday, or Thursday from 5 to 7 p.m., whereas facilities attracting recreational trips should be counted on a Saturday, from 9 to 11 a.m.

In the case that the above timeframes are deemed infeasible due to the project schedule, the Grantee and SANDAG will collaborate on an alternative data collection methodology and procedure.

A subset of Grantees may be selected for in-depth evaluation by SANDAG, in which case, SANDAG will conduct the data collection effort with required participation from Grantee staff. Such in-depth evaluation conducted by SANDAG will take place solely for the purpose of SANDAG Active Transportation data collection and monitoring efforts, and will not impact Grantees' budgets.

Grantees should plan to budget five thousand dollars (\$5,000) for data collection. For questions or assistance with data collection, contact Christine Eary at Christine.Eary@sandag.org, or (619) 699-6928.

3. Design Development and Community Meetings: Grantee must provide SANDAG with advance notice (preferably within two weeks) and agendas of all design development and community meetings, and a meeting summary following the meeting. SANDAG staff may attend any meetings as appropriate.

4. Plan Review: Grantee must submit project design drawings and cost estimates (if available) to SANDAG for review and comment at 30 percent, 60 percent, 90 percent, and 100 percent. SANDAG staff may meet with the Grantee to comment on submitted plans and assure substantial conformance. SANDAG may comment on submitted plans regarding:

- Whether they are consistent with the Project proposed in the original grant application, and
- Consistency with accepted pedestrian/bicycle facility and smart growth design standards.

5. Quarterly Reports and Invoices: 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 and schedule. Furthermore, the Grantee agrees to provide project milestone information (such as presentations to community groups, other agencies, and elected officials, ground-breakings, and ribbon-cuttings) to support media and communications efforts.

6. Media and Community Outreach Coordination: 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. Furthermore, the grantee agrees to provide project milestone information to support media and communications efforts.

7. Photo Documentation: Grantees are responsible for the following photo documentation:

- Before and after photos, which should be taken from similar angles to showcase how a particular area has been transformed over time.
- Project milestone photos (such as ground-breakings and ribbon-cuttings).
- Photos taken throughout construction phases and throughout the length of the project.

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.

8. Project Signage: Each project or program in excess of \$250,000 funded in whole or in part by revenues from the *TransNet* Extension Ordinance shall be clearly designated during its construction or implementation as being provided by such revenues. SANDAG will provide sign specifications. Grantee agrees to follow sign specifications and submit proof files to SANDAG for approval before printing.

9. Performance Monitoring: SANDAG staff may measure performance of the constructed capital improvements against stated project objectives, and evaluate the overall grant program. Grantee is expected to meet with SANDAG staff to identify relevant performance measures and data sources, and provide available data and feedback regarding the program as appropriate.

Planning and Non-Capital Grants

1. Contact Information. Grantee must provide SANDAG with contact information for the project manager. Grantee must provide SANDAG with updated contact information in a timely manner if there are any changes to staff assigned.

2. Request for Proposals and Consultant Selection. Upon request by SANDAG, Grantee must submit consultant draft Request for Proposals to SANDAG staff for review and comment for consistency with the agreed upon Scope of Work with SANDAG (Attachment A).

3. Quarterly Reports. Grantee must submit quarterly reports to SANDAG, detailing accomplishments in the quarter, anticipated progress next quarter, pending issues and actions toward resolution, and status of budget and schedule.

4. Stakeholder and Community Meetings. Grantee must provide SANDAG with advance notice (preferably within two weeks) and agendas of all stakeholder and community meetings, and a meeting summary following the meeting. SANDAG staff may attend any meetings as appropriate.

5. Media and Community Outreach Coordination. 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. Furthermore, the Grantee agrees to provide project milestone information to support media and communications efforts.

6. Photo Documentation. Grantees are responsible for the following photo documentation:

- Existing conditions photos, 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.

**ATTACHMENT D
QUARTERLY REPORT AND INVOICE FORMS**

**TransNet Smart Growth Incentive Program and
TransNet/TDA Active Transportation Grant Program
Quarterly Report**

Report Submittal Date: [Insert]

Reporting Period: [Insert - Example: FY 2014, Quarter 1]

PART 1: DESCRIPTION OF ACTIVITY FOR REPORTING PERIOD

1. Work Accomplished This Reporting Period

[INSTRUCTIONS: Replace this text with a detailed description of work completed and underway during the reporting period. In a bullet format, reference specific tasks.]

Example:

- Task 1 - Award Consultant Contract: Issued RFP and convened a selection panel of 5 members from the City, MTS, NISD, and SANDAG to shortlist 3 of 9 firms. The panel interviewed the 3 firms and selected XYZ Group for this project. The City Council approved the consultant contract with XYZ Group on January 1, 2014. City staff held a kick-off meeting on January 10, 2014.
- Task 2 - Public Outreach: City staff and XYZ Group began organizing the first workshop for this project. The anticipated date of the first workshop will be in the February/March 2014 timeframe.
- Task 3 - Etc.
- Task 4 - Etc.

2. Deliverables Produced This Reporting Period

[INSTRUCTIONS: Summarize the deliverables produced during this period and indicate the date submitted to SANDAG. Deliverables can be submitted as an attachment to this report. See Item 5 for more details.]

Example:

- Final RFP – Submitted in December 2014.
- Approved Consultant Contract and Kick-Off Meeting Notes – Submitted with this report. Please see accompanying list of attachments.

3. Is there an accompanying invoice for this period?

[INSTRUCTIONS: Indicate YES or NO.]

4. Work Anticipated for the Next Reporting Period

[INSTRUCTIONS: Replace this text with a brief description of work anticipated for the next reporting period. Also note any upcoming meetings or workshops.]

5. List of Attachments

[INSTRUCTIONS: List any deliverables or invoice documents attached to this report. Attachments over 6MB should be sent via WeTransfer.]

WeTransfer Link: <https://sandag.wetransfer.com/>

Example:

- Attachment 1: Consultant Contract
- Attachment 2: Kick-Off Meeting Notes
- Attachment 3: Invoice Spreadsheet
- Attachment 4: Invoice Documentation

PART 2: SCHEDULE AND TASK STATUS

Task	Scheduled Start Date <i>(Per Grant Scope of Work)</i>	Scheduled Completion Date <i>(Per Grant Scope of Work)</i>	Status	Timing	Anticipated Start Date <i>(If Different from Grant Scope of Work)</i>	Anticipated Completion <i>(If Different from Grant Scope of Work)</i>
NTP Date						
Task 1	[mm/dd/yy]	[mm/dd/yy]	[In Progress/ Completed/ Not Started]	[On Time/ Delayed]	[mm/dd/yy]	[mm/dd/yy]
Task 2: Policy No. 035 Milestone	[mm/dd/yy]	[mm/dd/yy]	[In Progress/ Completed/ Not Started]	[On Time/ Delayed]	[mm/dd/yy]	[mm/dd/yy]
Task 3: Policy No. 035 Milestone	[mm/dd/yy]	[mm/dd/yy]	[In Progress/ Completed/ Not Started]	[On Time/ Delayed]	[mm/dd/yy]	[mm/dd/yy]

PART 3: CHALLENGES, SCHEDULE DELAYS, AND AMENDMENT REQUESTS

Challenges and Actions Toward Resolution (If applicable)

[INSTRUCTIONS: If you are experiencing challenges in completing project tasks, please provide information about the delay and actions taken to resolve issues. If an amendment is needed, provide justification and check the appropriate box below.]

- No amendment requested at this time
- Amendment requested to*:
 - Project Schedule
 - Project Budget
 - Scope of Work

**Failure to check a box in the above section assumes there is no action requested. Amendment requests are subject to SANDAG's approval. It is the Grantee's responsibility to ensure compliance with SANDAG Board Policy No. 035: Competitive Grant Program Procedures and grant agreement terms and conditions.*

PART 4: PROJECT STATUS REPORT SIGNATURE

Prepared by _____ Date: _____
Project Manager



INVOICE INSTRUCTIONS

Step 1: Complete the Quarterly Progress Report

Reimbursements cannot be made without a completed Quarterly Progress Report.

Step 2: Gather Documentation for Staff Costs, Consultant/Contractor Costs, and Other Costs

Provide SANDAG with a copy of any consultant and contractor agreements awarded through the grant. Staff Costs should be supported by certified payroll documentation

Consultant costs should be supported by the consultant invoice AND a proof of payment. The proof of payment can be either a copy of the check provided to the consultant or printout from the project's financial accounting system showing that funds were disbursed.

Contractor costs should be supported by the contractor invoice, schedule of values, AND a proof of payment. The proof of payment can be either a copy of the check provided to the contractor or a printout from the project's financial accounting system showing that funds were disbursed.

Other costs should be supported by either an invoice from the vendor or a receipt AND must be accompanied by a proof of payment. The proof of payment can be either a copy of the check provided to the vendor or a printout from the project's financial accounting system showing that funds were disbursed.

Step 3: Complete the Expense Summary.

Summarize the total Staff Costs, Consultant/Contractor Costs, and Other Costs incurred during the reporting period.

Confirm that you have the adequate documentation.

Break down each cost by task. This will help with the next step to complete the invoice statement.

Double check and make sure all sub-totals have been calculated correctly.

Step 4: Complete the Invoice Statement

Enter the costs for each task (calculated in Step 3) into the appropriate cells of the Invoice Statement. The SANDAG contribution, match contribution, and retention amounts should automatically calculate.

Enter previous costs by task into the appropriate cells of the spreadsheet. The remaining grant balance should automatically calculate.

Step 5: Submit Quarterly Progress Report, Invoice, and Supporting Documentation to SANDAG at: sgatgrants@sandag.org

Sign and scan the completed Quarterly Progress Report. Submit it in PDF form.

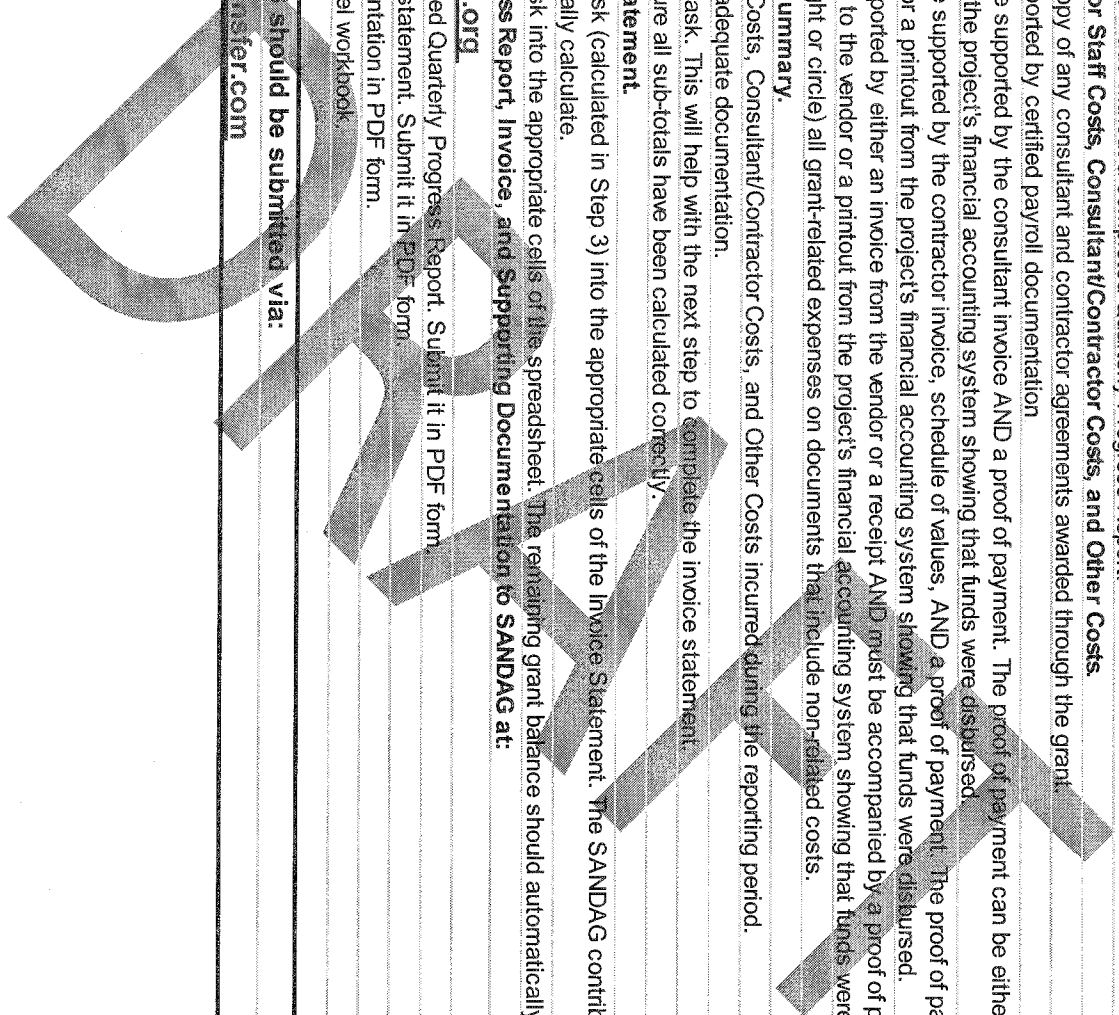
Sign and scan the invoice statement. Submit it in PDF form.

Submit supporting documentation in PDF form.

Submit the completed Excel workbook.

Files in excess of 6MB should be submitted via:

<https://sandag.wetransfer.com>



PART 1: STAFF COSTS

Personnel	Time Period	Hours	Hourly Rate	Amount	Documentation Attached?
Staff Person A	mm/dd/yy to mm/dd/yy	10	\$	1,000.00	YES/NO
Staff Person B	mm/dd/yy to mm/dd/yy	10	\$	1,000.00	YES/NO
Staff Person C	mm/dd/yy to mm/dd/yy	10	\$	1,000.00	YES/NO
[INSERT ADDITIONAL LINES AS NEEDED]					

PART 2: CONSULTANT/CONTRACTOR COSTS

Consultant/Contractor	Invoice No.	Invoice Date	Description of Costs	Amount	Documentation Attached?
Consultant XYZ	1	1/1/2014	Professional services for the month of January 2014	\$ 10,000.00	YES/NO
Consultant XYZ	2	2/1/2014	Professional services for the month of February 2014	\$ 10,000.00	YES/NO
Consultant XYZ	3	3/1/2014	Professional services for the month of March 2014	\$ 10,000.00	YES/NO
Outreach Organization ABC	1	3/1/2014	Outreach from January 2014 to March 2014	\$ 10,000.00	YES/NO
[INSERT ADDITIONAL LINES AS NEEDED]					

PART 3: OTHER COSTS

Vendor	Invoice No.	Invoice Date	Description of Costs	Amount	Documentation Attached?
Vendor A	1	1/1/2014	Printing costs for January 2014	\$ 100.00	YES/NO
Vendor B	1	2/1/2014	News Announcement for February 2014 Workshop	\$ 100.00	YES/NO
Vendor C	1	2/28/2014	Snacks for February 2014 Workshop	\$ 100.00	YES/NO
[INSERT ADDITIONAL LINES AS NEEDED]					

TRANSNET SMART GROWTH INCENTIVE PROGRAM INVOICE

To: SUCHI MUKHERJEE
 SANDAG
 401 B Street, Suite 800
 San Diego, CA 92101-4231

Project Name: [PROJECT NAME]
 Contract Number: 500XXX

From: Name
 Address

Grant Invoice Number: #
 Billing Period: FROM TO
 Invoice Date: DATE

Grant Award: \$0.00
 Balance Remaining \$0.00

TASK	Previous Balance		Total to Date	Current MM/DD/YYYY to MM/DD/YYYY			Total Expenses	SANDAG Total	Match Spent
	Reimbursed to Date	Match to Date		Staff Costs	Contractor or Consultant Costs	Other Costs			
1 RFP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2 Existing Conditions Report	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3 Public Outreach	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4 Draft Plan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5 Final Plan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Total Current Expenditures: \$0.00
 Total Amount Due this Invoice: \$0.00
 Less 10% Retention: \$0.00
 Match % Met to Date: #DIV/0!

Total Project Budget (Grant + Match)	
Task 1	\$0.00
Task 2	\$0.00
Task 3	\$0.00
Task 4	\$0.00
Task 5	\$0.00
TOTAL	\$0.00
SANDAG Grant:	\$0.00
Match:	\$0.00
SANDAG Contribution %	#DIV/0!
Required Match %	#DIV/0!

CERTIFICATION OF GRANTEE

I hereby certify that the above costs were incurred in performance of the work required under the grant and are consistent with the amounts evidenced by attached supporting documents and expenditures.

Signature _____

Printed Name and Title _____

Date _____

DRAFT

RESOLUTION NO. 2015-31

AUTHORIZING THE FILING OF AN APPLICATION FOR ACTIVE TRANSPORTATION GRANT PROGRAM FUNDS THROUGH THE SAN DIEGO ASSOCIATION OF GOVERNMENTS FOR THE ESCONDIDO CREEK TRAIL SIGNALIZED BIKE/PEDESTRIAN CROSSING AT EL NORTE PARKWAY PROJECT, AND ACCEPTING THE TERMS OF THE GRANT AGREEMENT

WHEREAS, \$3 million of *TransNet* funding for capital and non-capital Active Transportation Grant Program projects is available to local jurisdictions and the County of San Diego from Fiscal Years 2014-2016; and

WHEREAS, the City of Escondido wishes to receive \$335,000 in Active Transportation Grant Program funds for the Escondido Creek Trail Signalized Bike/Pedestrian Crossing at El Norte Parkway Project ("Project"); and

WHEREAS, the City of Escondido understands that the Active Transportation Grant Program funding is fixed at the programmed amount, and therefore Project cost increases that exceed the grant awarded will be the sole responsibility of the grantee; and

WHEREAS, the City of Escondido agrees to complete the proposed Project within a timely matter and in compliance with the San Diego Association of Governments ("SANDAG") Board Policy No. 035.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.

2. That the City of Escondido is authorized to submit an application to SANDAG for the *TransNet* Active Transportation Grant Program funding in the amount of \$335,000 for Escondido Creek Trail Signalized Bike/Pedestrian Crossing at El Norte Parkway Project.

3. That if a grant award is made by SANDAG to fund the Escondido Creek Trail Signalized Bike/Pedestrian Crossing at El Norte Parkway Project, the City of Escondido commits to providing \$340,000 and authorizes the Public Works Director/City Engineer to accept the grant funds, execute the Grant Agreement with no exceptions in substantially the same form as Exhibit "A," subject to final approval as to form by the City Attorney, and complete the Project. A copy of the draft Grant Agreement is attached as Exhibit "A," and is incorporated by this reference.

4. That the City of Escondido agrees to indemnify, hold harmless, and defend SANDAG, the San Diego County Regional Transportation Commission, and all officers and employees thereof against all causes of action or claims related to City of Escondido's *TransNet* funded projects.

GRANT AGREEMENT TEMPLATE – FOR INFORMATION ONLY

[SELECT APPLICABLE PROGRAM: *TransNet* SMART GROWTH INCENTIVE GRANT PROGRAM OR *TransNet* ACTIVE TRANSPORTATION GRANT PROGRAM]

THIRD FUNDING CYCLE

**GRANT AGREEMENT [AGREEMENT NUMBER] BETWEEN
THE SAN DIEGO ASSOCIATION OF GOVERNMENTS AND
[INSERT AGENCY/JURISDICTION NAME]
REGARDING [INSERT FULL PROJECT TITLE]**

THIS GRANT AGREEMENT [AGREEMENT NUMBER] (Agreement) is made this [Day] day of [Month], 2015, by and between the San Diego Association of Governments, 401 B Street, Suite 800, San Diego, California, hereinafter referred to as SANDAG, and the [Grant Recipient and Address], hereinafter referred to as Grantee. This agreement expires on [Month] [Day], [Year].

Note to Grant Recipient: This Agreement Template covers provisions for both the SGIP and ATGP. Prior to contract execution, the Grant Agreement will be tailored to reflect the applicable grant program.

Note to SANDAG Contracts Staff: Prior to internal routing, references to SGIP and ATGP should be updated as applicable.

The following recitals are a substantive part of this Agreement:

Note to SANDAG Contracts Staff: Select either SGIP Recitals or ATGP Recitals.

Smart Growth Incentive Program (SGIP) Recitals (A – J):

- 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), 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 (Board Policy No. 035), which is included as Attachment B. This Grant Award, Agreement and the Grantee's performance thereunder are subject to Board Policy No. 35, which includes multiple "use it or lose it" provisions.
- D. The SANDAG Board of Directors approved programming of approximately \$12 million in *TransNet* funds on December 19, 2014, by Resolution Number [insert Resolution Number].
- E. On December 19, 2014, 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 capital improvement and planning projects meeting certain criteria.

- F. Grantee successfully applied for *TransNet* SGIP funding for the [Insert Project Name], as described in Grantee's grant application. The Scope of Work, Project Schedule, and Approved Project Budget are included as Attachment A.

Note to SANDAG Contracts Staff: Before finalizing this agreement for internal SharePoint routing, obtain from SANDAG Finance and Planning staff the *TransNet* MPO ID required to complete Recital G, below.

- G. Grantee's Project is funded with [insert dollar amount] in *TransNet* SGIP funds and the *TransNet* MPO ID for the Project is [insert ID number].
- H. The purpose of this Agreement is to establish the terms and conditions for SANDAG to provide Grantee with funding to implement the Project.
- I. 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.
- J. Grantee understands that *TransNet* funds derive from retail transactions and use tax revenues which fluctuate. SANDAG's funding commitment to SGIP Projects, including this Project, is subject to these fluctuations, which may impact funding availability for this Project.

Active Transportation Grant Program (ATGP) Recitals (A – L):

- A. The SANDAG Board of Directors allocates funds under the *TransNet* local sales tax program and the Transportation Development Act (TDA) to support local bicycle and pedestrian transportation projects in the San Diego region through a competitive process.
- B. The *TransNet* Extension Ordinance contains provisions to fund the Bicycle, Pedestrian, and Neighborhood Safety Program (BPNSP), which funding began on July 1, 2008. The BPNSP encompasses bicycle and pedestrian travel projects and recognizes the comprehensive effort to integrate smart growth place making, access to transit and environmental justice.
- C. Article 3 of the TDA provides funding for Bicycle and Pedestrian Facilities and Programs.
- D. Together the *TransNet* BPNSP and TDA Article 3 funding are commonly referred to as the SANDAG Active Transportation Grant Program (ATGP).
- E. In January 2010, the SANDAG Board of Directors approved Board Policy No. 035 – Competitive Grant Program Procedures (Board Policy No. 035), which is included as Attachment B. This Grant Award, Agreement and the Grantee's performance thereunder are subject to Board Policy No. 035, which includes multiple "use it or lose it" provisions.
- F. The SANDAG Board of Directors approved programming of approximately \$3 million in both *TransNet* and TDA funds on December 19, 2014, by Resolution Number [insert Resolution Number].
- G. On [December 19, 2014], SANDAG issued a Call for Projects from local jurisdictions in San Diego County wishing to apply for SANDAG ATGP funds for use on capital improvement and planning projects meeting certain criteria.

- H. Grantee successfully applied for ATGP Funding for the [Insert Project Name] (Project), as described in Grantee's grant application. The Scope of Work, Project Schedule, and Approved Project Budget are included as Attachment A.

Note to SANDAG Contracts Staff: Before finalizing this agreement for internal routing, obtain from SANDAG Finance and Planning staff the TDA Claim Number or TransNet MPO ID required to complete Recital I, below.

- I. Grantee's Project is funded with [insert dollar amount] in ATGP funds, which includes [insert dollar amount] in *TransNet* BPNSP funds and [insert dollar amount] in TDA funds, and the *TransNet* MPO ID for the Project is [insert ID number] and the TDA Claim Number is [insert claim number].
- J. The purpose of this Agreement is to establish the terms and conditions for SANDAG to provide Grantee with funding to implement the Project.
- K. 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.
- L. Grantee understands that *TransNet* funds derive from retail transactions and use tax revenues which fluctuate. SANDAG's funding commitment to ATGP Projects, including this Project, is subject to these fluctuations, which may impact funding availability for this Project.

NOW, THEREFORE, it is agreed as follows:

I. DEFINITIONS

- A. **Application.** The signed and dated grant application, including any amendment thereto, with all explanatory, supporting, and supplementary documents filed with SANDAG by or on behalf of the Grantee and accepted or approved by SANDAG. All of Grantee's application materials, not in conflict with this Agreement, are hereby incorporated into this Agreement as though fully set forth herein.
- B. **Approval, Authorization, Concurrence, Waiver.** A written statement (transmitted in typewritten hard copy or electronically) of a SANDAG official authorized to permit the Grantee to take or omit an action required by this Agreement, which action may not be taken or omitted without such written permission. Except to the extent that SANDAG determines otherwise in writing, such approval, authorization, concurrence, or waiver permitting the performance or omission of a specific action does not constitute permission to perform or omit other similar actions. An oral permission or interpretation has no legal force or effect.
- C. **Approved Project Budget.** The most recent statement of the costs of the Project, the maximum amount of assistance from SANDAG for which the Grantee is currently eligible, the specific tasks (including specific contingencies) covered, and the estimated cost of each task, that has been approved by SANDAG. The Approved Project Budget is included in Attachment A.

Note to Grant Recipient: Only the applicable grant program will be referenced here.

Note to SANDAG Contracts Staff: Choose the appropriate program here.

- D. [SGIP Funds and Funding. Funding from the *TransNet* Extension Ordinance for the SGIP.]
OR [ATGP Funds and Funding. Funding from the *TransNet* BPNSP and TDA Article 3 funds.]
- E. **Grantee.** The local jurisdiction that is the recipient of [SGIP or ATGP] funding under this Agreement.
- F. **Notice to Proceed** means a written notice from SANDAG issued to the Grantee authorizing the Grantee to proceed with all or a portion of the work described in the Scope of Work. Grantee shall not proceed with the work and shall not be eligible to receive payment for work performed prior to SANDAG's issuance of a Notice to Proceed.
- G. **Subgrantee.** Any contractor or consultant, at any tier, paid directly or indirectly with funds flowing from this Agreement for the Project.

II. 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 as Attachment A.
2. **Effective Date.** The effective date of this Agreement or any amendment hereto is the date on which this Agreement or an amendment is fully executed. The Grantee agrees to undertake Project work promptly after receiving a Notice to Proceed from SANDAG.
3. **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 and provide for the use of any Project property; (b) carry out the 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.
4. **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, as amended, and included as Attachment B.
5. **Project Implementation and Oversight.** Grantee agrees to comply with the Project Implementation and Oversight Requirements, included as Attachment C, and Board Policy No. 035, as amended.
6. **Changes to Project's Scope of Work.** This Agreement was awarded to Grantee based on the application submitted by Grantee, which contained representations by Grantee regarding project parameters, project proximity to transit, and other criteria relevant to evaluating and ranking the Project based on SANDAG [SGIP or ATGP] scoring criteria. Any substantive deviation from Grantee's representations in the Application 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 [SGIP or ATGP] and whether the changes would have negatively affected the Project ranking during the competitive grant evaluation process. SANDAG reserves the right to have [SGIP or ATGP] 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.

7. **Media and Community Outreach Coordination.** The Grantee agrees notify SANDAG of any media and community outreach efforts, including presentations to community groups, other agencies, and elected officials. The Grantee agrees to assist SANDAG with media or community events related to the Project, such as ground breaking and ribbon cutting. 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, but may never be included in such documents without advance approval from SANDAG.

As part of the quarterly reports submitted to SANDAG, the Grantee agrees to provide project milestone information to support media and communications efforts. SANDAG reserves the right to use the information provided by the Grantee for any combination of the following, including but not limited to: social media posts, online photo albums, videos, press releases, PowerPoint presentations, web updates, newsletters, and testimonials. In submitting photos to SANDAG, the Grantee agrees to release the rights of the photos to SANDAG for its use.

8. **Project Signage and Designation of *TransNet* Funded Facilities.** Each capital project in excess of \$250,000 funded in whole or in part by revenues from the *TransNet* Extension Ordinance shall be clearly designated during its construction or implementation as being provided by revenues from the *TransNet* Extension Ordinance.

Grantee agrees to follow the Project Signage Specifications. SANDAG will provide sign specifications. Grantee agrees to follow sign specifications and submit proof files to SANDAG for approval before printing.

9. **Baseline Data Collection.** For capital projects, Grantee is required to coordinate with SANDAG staff on the development of a baseline data collection plan in accordance with the Project Implementation and Oversight Requirements.

- B. **Application of Laws** Should a federal or state law pre-empt a local law, regulation, 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. Notice Regarding Prevailing Wages.** SANDAG's [SGIP or ATGP] Grants are funded with *TransNet* revenues consistent with the *TransNet* Extension Ordinance adopted by the voters in November 2004 (SANDAG Ordinance 04-01). Although SANDAG Ordinance 04-01 does not require payment of prevailing wages, California law may require that Grantee's public works projects pay prevailing wages for workers. Grantee acknowledges that SANDAG has strongly encouraged Grantee to seek legal counsel regarding whether the Project will be subject to prevailing wage laws consistent with Labor Code Section 1720, *et seq.* This Agreement requires Grantee's compliance with all federal, state, and local laws and ordinances as applicable.
- D. Significant Participation by a Subgrantee.** Although the Grantee may delegate any or almost all Project responsibilities to one or more subgrantees, the Grantee agrees that it, rather than any subgrantee, is ultimately responsible for compliance with all applicable laws, regulations, and this Agreement.
- E. Third Party Contracting.** Grantee shall not award contracts over three thousand dollars (\$3,000) 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.
1. If Grantee hires a consultant to carry out professional services funded under this Agreement, Grantee shall: prepare an Independent Cost Estimate (ICE) prior to soliciting proposals; publicly advertise for competing proposals for the work; use cost as an evaluation factor in selecting the consultant; document a Record of Negotiation (RON) establishing that the amount paid by Grantee for the consultant services is fair and reasonable; and pass through the relevant obligations in this Agreement to the consultant.
 2. If Grantee hires a contractor to carry out construction services funded under this Agreement, Grantee shall: prepare an ICE (e.g., a construction cost estimate) prior to soliciting bids; publicly advertise for competing bids for the work; award the work to the lowest responsive and responsible bidder; document a RON establishing that the amount paid by Grantee for the construction services is fair and reasonable; and pass through the relevant obligations in this Agreement to the contractor.
- F. Grantee's Responsibility to Extend Agreement Requirements to Other Entities**
1. **Entities Affected.** Grantee agrees to take appropriate measures necessary to ensure that all Project participants comply with all applicable federal laws, regulations, and policies affecting Project implementation. 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.
 2. **Documents Affected.** The applicability provisions of laws, regulations, and policies determine the extent to which those provisions affect an entity (such as a subgrantee) participating in the Project through the Grantee. Thus, the Grantee agrees to use a

written document to ensure that each entity participating in the Project complies with applicable laws, regulations, and policies.

3. **Flowdown.** The Grantee agrees to include in each document (subagreement, lease, third-party contract, or other) any necessary provisions requiring the Project participant (third-party contractor, subgrantee, or other) to impose applicable laws, Agreement requirements and directives on its subgrantees, lessees, third-party contractors, and other Project participants at the lowest tier necessary.

- G. **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 subgrantee, lessee, third-party contractor, 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, or third-party contract at any tier, SANDAG has no obligations or liabilities to any entity other than the Grantee, including any subgrantee, lessee, or third-party contractor at any tier.
- H. **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 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 Office of General Counsel.
- I. **Standard of Care.** The 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 Executive Director, 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 subgrantees.

III. 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 [SGIP or ATGP] 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 subgrantee, 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 subgrantees or their agents.

1. **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 [SGIP or ATGP] 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.
 2. **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 subgrantee or impair its objectivity in performing the contract work.
- B. 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 are also 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 should notify the SANDAG Office of General Counsel immediately.
- C. 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 [SGIP or ATGP] Funding application for the Project.
- D. 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.

IV. AMOUNT OF FUNDING ASSISTANCE

The Grantee agrees that SANDAG will provide [SGIP or ATGP] Funding for the Project equal to the smaller of the following amounts: (a) the Maximum SANDAG Amount Approved of \$ _____, or (b) the amount calculated in accordance with the Maximum Percentage(s) of SANDAG Participation, which is _____ percent (____%). SANDAG's responsibility to make payments under this Agreement is limited to the amounts listed in the Approved Project Budget for the Project. Grantee's estimate in its application for funding from SANDAG for the Project is the amount that forms the basis upon which SANDAG determines the Maximum SANDAG Amount Awarded and Maximum Percentage(s) of SANDAG Participation.

V. MATCHING FUNDS

Grantee has proposed to provide matching funds for the Project and therefore agrees as follows:

- A. **Duty to Obtain Matching Funds.** The Grantee agrees to provide sufficient funds or approved in-kind resources, together with the [SGIP or ATGP] Funding awarded, that will assure payment of the actual cost of each Project activity covered by this Agreement. The amount of matching funds and percentage(s) of matching funds Grantee shall provide are set forth in the Approved Project Budget. The Grantee agrees to complete all proceedings necessary to provide its share of the Project costs at or before the time the matching funds are needed for Project costs.
- B. **Prompt Payment of Matching Funds.** The Grantee agrees to provide the proportionate amount of the matching funds promptly as it incurs Project costs or Project costs become due. Each of Grantee's invoices must include its pro-rata matching fund contribution as reflected in the Approved Project Budget, along with supporting, descriptive and/or explanatory documentation for the matching funds provided.
- C. **Reduction of Matching Funds.** The Grantee agrees that no refund or reduction of the amount of matching funds may be made unless, at the same time, a reduction of the proportional amount of the [SGIP or ATGP] Funding provided is made to SANDAG in order to maintain the Maximum Percentage(s) of SANDAG Participation.

VI. APPROVED 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 designated the "Approved Project Budget." The Grantee will incur obligations and make disbursements of Project funds only as authorized by the Approved Project Budget. An amendment to the Approved Project Budget requires the issuance of a formal amendment to the Agreement, unless the re-allocation of funds among budget items or fiscal years that not increase the total amount of the [SGIP or ATGP] Funding awarded for the Project, does not negatively impact the benefits obtained from the Project, and is consistent with applicable laws, regulations, and policies. Prior written SANDAG Project Manager approval is required for transfers of funds between Approved Project Budget line items.

VII. PAYMENTS

A. Grantee's Request for Payment When Matching Funds Are Required. The Grantee will demonstrate or certify that it will provide adequate matching funds such that, when combined with payments from SANDAG, will cover all costs to be incurred for the Project. Except to the extent that SANDAG determines, in writing, that the Grantee may defer its provision of matching funds for the Project, a Grantee is required under the terms of this Agreement to provide matching funds for the Project and agrees that it will not:

1. Request or obtain matching funds exceeding the amount justified by the matching share previously provided, or
2. Take any action that would cause the proportion of [SGIP or ATGP] Funding made available to the Project at any time to exceed the percentage authorized by the Agreement for the Project.

B. Payment by SANDAG. Upon receiving a request for payment and adequate supporting information, SANDAG will make payment, [or for projects with TDA funding, authorize the County of San Diego to make payment] for eligible amounts to Grantee within thirty (30) days if Grantee has complied with the requirements of the Agreement, including submission of a Quarterly Report which is included as Attachment D, has satisfied SANDAG that the [SGIP or ATGP] Funding requested is needed for Project purposes in that requisition period, and is making adequate progress toward Project completion consistent with Board Policy No. 035. After the Grantee has demonstrated satisfactory compliance with the preceding requirements, SANDAG may reimburse the Grantee's apparent allowable costs incurred consistent with the Approved Project Budget. SANDAG shall retain ten percent (10%) from the amounts invoiced until satisfactory completion of work. SANDAG shall promptly release retention amounts to Grantee following Grantee's satisfactory completion of work and receipt of Grantee's final invoice and all required documentation.

C. Eligible Costs. The Grantee agrees that Project costs eligible for [SGIP or ATGP] 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, the Approved 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).
5. Incurred for work performed, only on a reimbursement basis, after both the Effective Date of the Agreement and following Grantee's receipt of a Notice to Proceed from SANDAG.

6. Satisfactorily documented with supporting documentation which is to be submitted with each invoice.
7. Treated consistently in accordance with generally accepted accounting principles and procedures for the Grantee and any third-party contractors and subgrantees, (see Section 6 Accounting Records).
8. Eligible for [*TransNet* or *TransNet* and TDA] Funding as part of the [SGIP or ATGP].
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 OMB guidelines. Indirect cost allocation plans must be reviewed and renewed annually.
10. Project generated revenue realized by the Grantee shall be utilized in support of the Project. Project generated revenue and expenditures, if any, shall be reported at the end of the Agreement period.

D. Excluded Costs

1. In determining the amount of [SGIP or ATGP] Funding SANDAG will provide for the Project, SANDAG will exclude:
 - a. Any Project cost incurred by the Grantee before either the date SANDAG issues a Notice to Proceed to Grantee or the Effective Date of the Agreement or any Amendment thereto;
 - b. Any cost that is not included in the latest Approved Project Budget;
 - c. 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; and
 - d. Any cost ineligible for SANDAG participation as provided by applicable laws, regulations, or policies.
2. Certain costs at times associated with bicycle and pedestrian projects are not eligible when the benefit provided is not the exclusive use of bicyclists or pedestrians. These instances are listed below.
 - a. Curb and gutter are part of the roadway drainage system. As such, newly installed curb and gutter cannot be considered an improvement exclusively for the benefit of the sidewalk or bike lane and are not an eligible expense.
 - b. Driveway ramps installed across sidewalks are not for the benefit of pedestrians, and in fact, degrade the pedestrian environment. Claimants may not include the cost of driveway ramps in applications for sidewalk projects. However, the distance across the driveway may be included when computing the per-square-foot cost of the sidewalk.

- c. Where roadway design standards require a roadway shoulder width at least as wide as would be required for a standard bike lane, the cost of the shoulder construction will not be eligible. Appropriate bikeway signage is eligible.
 - d. Under some circumstances, it may be necessary to remove and replace curb and gutter, driveway ramps, drainage facilities and other existing improvements in order to construct a bikeway or sidewalk. In such cases the cost of this work is most likely eligible, but claimants should carefully document why this is so in the claim submittal.
- E. 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 the Agreement for the Project 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 [SGIP or ATGP] 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 [SGIP or ATGP] 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.

VIII. ACCOUNTING RECORDS

In compliance with applicable laws, regulations, and policies, the Grantee agrees as follows:

- A. **Project Accounts.** The Grantee agrees 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 also agrees 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. **Documentation of Project Costs and Program Income.** Except to the extent that SANDAG determines otherwise, in writing, the Grantee agrees to support all costs charged to the Project, including any approved services or property contributed by the Grantee or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges, including adequate records to support the costs the Grantee has incurred underlying any payment in which SANDAG has agreed to participate in based upon a payable milestone.

IX. REPORTING, RECORD RETENTION, AND ACCESS

- A. Types of Reports.** The Grantee agrees to submit to SANDAG all reports required by law and regulation, policy, this Agreement, and any other reports SANDAG may specify.
- B. Report Formats.** The Grantee agrees that all reports and other documents or information intended for public availability developed in the course of the Project and required to be submitted to SANDAG must be prepared and submitted in electronic and/or typewritten hard copy formats, as SANDAG may specify. SANDAG reserves the right to specify that records be submitted in particular formats.
- C. Record Retention.** During the course of the Project and for three years thereafter from the date of transmission of the final expenditure report, the Grantee agrees to maintain, intact and readily accessible, all data, documents, reports, records, contracts, and supporting materials relating to the Project, as SANDAG may require.
- D. Access to Records of Grantees and Subgrantees.** The Grantee agrees to permit, and require its subgrantees 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 subgrantees pertaining to the Project.
- E. Project Closeout.** The Grantee agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.
- F. Quarterly Reports.** Grantee shall submit written quarterly reports to SANDAG detailing the progress of its work, expenditures incurred, and information regarding whether the Project is projected to be completed within the limits of the Approved Project Budget, Project Schedule, and consistent with Board Policy No. 035 and any policy amendments thereto. Grantee shall document the progress and results of work performed under this Agreement to the satisfaction of SANDAG. This includes progress and final reports, plans, specifications, estimates, and other evidence of attainment of the Agreement objectives, which are requested by SANDAG or ITOC. Grantee may be required to attend meetings of SANDAG staff and committees, including but not limited to ITOC, the Regional Planning Committee, the Transportation Committee, and the SANDAG Board of Directors, to report on its progress and respond to questions.
- G. Communities Served Data and Report.** 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.

X. Project Completion, Audit, Settlement, and Closeout

- A. Project Completion.** Within ninety (90) calendar days following Project completion or termination by SANDAG, the Grantee agrees to submit a final certification 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.

Note to Grant Recipient: Only the applicable sections will be included.

Note to SANDAG Contracts Staff: Please choose the appropriate:

For TransNet-funded projects:

The Grantee agrees to have financial and compliance audits performed as SANDAG may require consistent with the *TransNet* Extension Ordinance. The Grantee agrees that Project closeout will not alter the Grantee's audit responsibilities. Audit costs are allowable Project costs.

For TDA-funded projects:

The Grantee agrees to have financial and compliance audits performed as SANDAG may require consistent with Public Utilities Code Section 99245, for TDA funds; and consistent with the *TransNet* Extension Ordinance for *TransNet* funds. 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 pursuant to the *TransNet* Ordinance.
- D. Project Closeout.** Project closeout occurs when SANDAG notifies the Grantee that SANDAG has closed the Project, and, if applicable, either forwards the final [SGIP or ATGP] 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.
- E. Project Use.** Grantee was awarded this Agreement based on representations in its grant application regarding the Project's intended use. If the Project is a capital project, Grantee hereby commits to continued use of the Project for the purposes stated in its application for a period of at least five years after completion of construction. SANDAG may require Grantee to refund SGIP funding provided for the Project in the event Grantee fails to utilize the Project for its intended purposes as stated in the grant application or for any disallowed costs.

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. If timely progress is not achieved, SANDAG may, in its sole discretion, review the status of the Project to determine if the remaining funding should be reallocated to another eligible project, as per Board Policy No. 035. Grantee understands and agrees that any failure to make reasonable progress on the Project or violation of this Agreement and/or Board Policy No. 035, that endangers substantial performance of the Project shall provide sufficient grounds for SANDAG, in its sole discretion, to terminate this Agreement.

- B. In the event Grantee encounters difficulty in meeting the Project Schedule or anticipates difficulty in complying with the Project Schedule, the Grantee shall immediately notify the SANDAG Project 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. Upon written notice, the Grantee agrees that SANDAG may suspend or terminate all or any part of the [SGIP or ATGP] Funding to be provided for the Project if the Grantee has violated 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 [SGIP or ATGP] Funding for the Project.
- D. In general, termination of [SGIP or ATGP] 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 [SGIP or ATGP] 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 [SGIP or ATGP] 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 12 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.
- 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.

XIII. OWNERSHIP OF WORK PRODUCT

SANDAG shall own any deliverables created in whole or in part for SANDAG's benefit pursuant to the Scope of Work for the Project. The term "deliverables" includes, but is not limited to, all original drawings, reports, photos, and other documents, including detailed calculations and other work product developed for the Project or services performed on the Project.

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 SANDAG's Project Manager. The Project Manager and other appropriate SANDAG staff will review the documentation in a timely manner and reply to Grantee within twenty (20) calendar days. Upon receipt of an adverse decision by SANDAG, Grantee may submit a request for reconsideration to SANDAG's Executive Director. The request for reconsideration must be received within ten (10) calendar days from the postmark date of SANDAG's reply. The Executive Director will respond to the request for reconsideration within ten (10) working days. The decision of the Executive Director will be in writing.
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 for SGIP projects or to the SANDAG Transportation Committee for ATGP projects. SANDAG shall respond to a request for mediation within thirty (30) calendar days. The decision of the Regional Planning Committee or Transportation 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.

XVI. INSURANCE

Grantee shall procure and maintain during the period of performance of this Agreement, and for twelve (12) months following completion, policies of insurance from insurance companies authorized to do business in the State of California or the equivalent types and amounts of self-insurance, as follows:

- A. **General Liability.** Combined single limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate for personal and bodily injury, including death, and broad form property damage. The policy must include an acceptable "Waiver of Transfer Rights of Recovery Against Others Endorsement." The policy must name SANDAG as an additional insured in the endorsement. A deductible or retention may be utilized, subject to approval by SANDAG.
- B. **Automobile Liability.** For personal and bodily injury, including death, and property damage in an amount not less than \$1,000,000.
- C. **Workers' Compensation and Employer's Liability.** Policy must comply with the laws of the State of California. The policy must include an acceptable "Waiver of Right to Recover From Others Endorsement" naming SANDAG as an additional insured.
- D. **Other Requirements.** Grantee shall furnish satisfactory proof by one or more certificates (original copies) that it has the foregoing insurance. The insurance shall be provided by an acceptable insurance provider, as determined by SANDAG, which satisfies the following minimum requirements:
 - 1. An insurance carrier qualified to do business in California and maintaining an agent for service of process within the state. Such insurance carrier shall maintain a current A.M. Best rating classification of "A-" or better, and a financial size of "\$10 million to \$24 million (Class V) or better," or
 - 2. A Lloyds of London program provided by syndicates of Lloyds of London and other London insurance carriers, providing all participants are qualified to do business in California and the policy provides for an agent for service of process in California.
- E. Certificates of insurance shall be filed with SANDAG. These policies shall be primary insurance as to SANDAG so that any other coverage held by SANDAG shall not contribute to any loss under Grantee's insurance. Insurance policies shall not be canceled without first giving thirty

(30) days advance written notice to SANDAG. For purposes of this notice requirement, any material change in the policy prior to its expiration shall be considered a cancellation.

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 subgrantees' 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 subgrantees 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 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 hereunder. This Agreement may not be modified or altered except in writing, signed by SANDAG and the Grantee.

XX. PROJECT MANAGER

The Grantee has assigned [INSERT PROJECT MANAGER NAME] as the Project Manager for the Project. 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.

XXI. NOTICE

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to:

San Diego Association of Governments
401 B Street, Suite 800
San Diego, CA 92101
Attn: Susan Baldwin / Suchi Mukherjee

Grantee:
[LOCAL AGENCY NAME]
[LOCAL AGENCY ADDRESS]
Attn: [LOCAL AGENCY PROJECT MANAGER]

Notice shall be effective upon receipt thereof.

Note to SANDAG Contracts Staff: After receiving this original agreement back from the Grantee and before routing the original agreement for final SANDAG "wet" signatures, confirm with SANDAG Finance and Planning staff that the applicable RTIP has been approved.

XXII. 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 date written above.

SAN DIEGO ASSOCIATION OF GOVERNMENTS

[INSERT JURISDICTION]

GARY L. GALLEGOS OR DESIGNEE
Executive Director

[Full Name]
[Title]

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Office of General Counsel

[Full Name]
[Title]

DRAFT

ATTACHMENT A

SCOPE OF WORK, SCHEDULE, AND APPROVED PROJECT BUDGET

Project Location

(SPECIFIC PROJECT LOCATION INCLUDING JURISDICTION, COMMUNITY, NEIGHBORHOOD, CORRIDORS, AND INTERSECTIONS)

Project Description

[PROJECT TYPE (DESIGN AND/OR CONSTRUCTION, MASTER PLAN, ETC.), TYPES OF IMPROVEMENTS/RECOMMENDATIONS, PROJECT GOALS]

(INSERT SCOPE, SCHEDULE AND APPROVED PROJECT BUDGET)

TransNet MPO ID NO. _____

DRAFT

ATTACHMENT B



BOARD POLICY NO. **035**

COMPETITIVE GRANT PROGRAM PROCEDURES

Applicability and Purpose of Policy

This Policy applies to all grant programs administered through SANDAG, whether from *TransNet* or another source, including but not limited to the Smart Growth Incentive Program, Environmental Mitigation Program, Bike and Pedestrian Program, Senior Mini Grant Program, Federal Transit Administration grant programs, and Active Transportation Grant Program.

Nothing in this Policy is intended to supersede federal or state grant rules, regulations, statutes, or contract documents that conflict with the requirements in this Policy. There are never enough government grant funds to pay for all of the projects worthy of funding in the San Diego region. For this reason, SANDAG awards grant funds on a competitive basis that takes the grantees' ability to perform their proposed project on a timely basis into account. SANDAG intends to hold grantees accountable to the project schedules they have proposed in order to ensure fairness in the competitive process and encourage grantees to get their projects implemented quickly so that the public can benefit from the project deliverables as soon as possible.

Procedures

1. Project Milestone and Completion Deadlines

1.1. When signing a grant agreement for a competitive program funded and/or administered by SANDAG, grant recipients must agree to the project delivery objectives and schedules in the agreement. In addition, a grantee's proposal must contain a schedule that falls within the following deadlines. Failure to meet the deadlines below may result in revocation of all grant funds not already expended. The final invoice for capital, planning, or operations grants must be submitted prior to the applicable deadline.

1.1.1. Funding for Capital Projects. If the grant will fund a capital project, the project must be completed according to the schedule provided in the grant agreement, but at the latest, any necessary construction contract must be awarded within two years following execution of the grant agreement, and construction must be completed within eighteen months following award of the construction contract. Completion of construction for purposes of this policy shall be when the prime construction contractor is relieved from its maintenance responsibilities. If no construction contract award is necessary, the construction project must be complete within eighteen months following execution of the grant agreement.

1.1.2. Funding for Planning Grants. If the grant will fund planning, the project must be completed according to the schedule provided in the grant agreement, but at the latest, any necessary consultant contract must be awarded within one year following execution of the grant agreement, and the planning project must be

complete within two years following award of the consultant contract. Completion of planning for purposes of this policy shall be when grantee approves the final planning project deliverable. If no consultant contract award is necessary, the planning project must be complete within two years of execution of the grant agreement.

1.1.3 Funding for Operations Grants. If the grant will fund operations, the project must be completed according to the schedule provided in the grant agreement, but at the latest, any necessary services contract for operations must be awarded within one year following execution of the grant agreement, and the operations must commence within six months following award of the operations contract. If no services contract for operations is necessary, the operations project must commence within one year of execution of the grant agreement.

1.1.4 Funding for Equipment or Vehicles Grants. If the grant will fund equipment or vehicles, the project must be completed according to the schedule provided in the grant agreement, but at the latest, any necessary purchase contracts for equipment or vehicles must be awarded within one year following execution of the grant agreement, and use of the equipment or vehicles for the benefit of the public must commence within six months following award of the purchase contract.

2. Project Milestone and Completion Deadline Extensions

2.1. Schedules within grant agreements may include project scopes and schedules that will identify interim milestones in addition to those described in Section 1 of this Policy. Grant recipients may receive extensions on their project schedules of up to six months for good cause. Extensions of up to six months aggregate that would not cause the project to miss a completion deadline in Section 1 may be approved by the SANDAG Executive Director. Extensions beyond six months aggregate or that would cause the project to miss a completion deadline in Section 1 must be approved by the Policy Advisory Committee that has been delegated the necessary authority by the Board. For an extension to be granted under this Section 2, the following conditions must be met:

2.1.1. For extension requests of up to six months, the grantee must request the extension in writing to the SANDAG Program Manager at least two weeks prior to the earliest project schedule milestone deadline for which an extension is being requested. The Executive Director or designee will determine whether the extension should be granted. The Executive Director's action will be reported out to the Board in following month's report of delegated actions.

2.1.2. A grantee seeking an extension must document previous efforts undertaken to maintain the project schedule, explain the reasons for the delay, explain why the delay is unavoidable, and demonstrate an ability to succeed in the extended time frame the grantee proposes.

2.1.3. If the Executive Director denies an extension request under this Section 2, the grantee may appeal within ten business days of receiving the Executive Director's response to the responsible Policy Advisory Committee by sending the appeal to the SANDAG Program Manager.

2.1.4. Extension requests that are rejected by the Policy Advisory Committee will result in termination of the grant agreement and obligation by the grantee to return to SANDAG any unexpended funds within 30 days. Unexpended funds are funds for project costs not incurred prior to rejection of the extension request by the Policy Advisory Committee.

3. Project Delays and Extensions in Excess of Six Months

3.1. Requests for extensions in excess of six months, or that will cause a project to miss a completion deadline in Section 1 (including those projects that were already granted extensions by the Executive Director and are again falling behind schedule), will be considered by the Policy Advisory Committee upon request to the SANDAG Program Manager.

3.2 A grantee seeking an extension must document previous efforts undertaken to maintain the project schedule, explain the reasons for the delay, explain why the delay is unavoidable, and demonstrate an ability to succeed in the extended time frame the grantee proposes. The grantee must provide the necessary information to SANDAG staff to place in a report to the Policy Advisory Committee. If sufficient time is available, and the grant utilized *TransNet* funds, the request will first be taken to the Independent Taxpayer Advisory Committee (ITOC) for a recommendation. The grantee should make a representative available at the meeting to present the information to, and/or answer questions from, the ITOC and Policy Advisory Committee.

3.3 The Policy Advisory Committee will only grant an extension under this Section 3 for extenuating circumstances that the grantee could not have reasonably foreseen.

4. Resolution and Execution of the Grant Agreement

4.1 Two weeks prior to the review by the Policy Advisory Committee of the proposed grants, prospective grantees must submit a resolution from their authorized governing body that includes the provisions in this Subsection 4.1. Failure to provide a resolution that meets the requirements in this Subsection 4.1 will result in rejection of the application and the application will be dropped from consideration with funding going to the next project as scored by the evaluation committee. In order to assist grantees in meeting this resolution deadline, when SANDAG issues the call for projects it will allow at least 90 days for grant application submission.

4.1.1 Grantee governing body commits to providing the amount of matching funds set forth in the grant application.

4.1.2 Grantee governing body authorizes staff to accept the grant funding and execute a grant agreement if an award is made by SANDAG.

4.2 Grantee's authorized representative must execute the grant agreement within 45 days from the date SANDAG presents the grant agreement to the prospective grantee for execution. Failure to meet the requirements in this Subsection 4.2 may result in revocation of the grant award.

5. Increased Availability of Funding Under this Policy

5.1. Grant funds made available as a result of the procedures in this Policy may be awarded to the next project on the recommended project priority list from the most recent project selection process, or may be added to the funds available for the next project funding cycle, at the responsible Policy Advisory Committee's discretion. Any project that loses funding due to failure to meet the deadlines specified in this Policy may be resubmitted to compete for funding in a future call for grant applications.

Adopted: January 2010

Amended: November 2014

DRAFT

ATTACHMENT C

PROJECT IMPLEMENTATION AND OVERSIGHT REQUIREMENTS

Capital Grants

1. Contact Information: Grantee must provide SANDAG with contact information for the project manager. Grantee must provide SANDAG with updated contact information in a timely manner if there are any changes to staff assigned.

2. Baseline Data Collection: Prior to the construction of grant-funded improvements, the Grantee is responsible for developing a baseline data collection plan with SANDAG to gather information on pedestrian and bicyclist activity. At a minimum, data should be collected for observed bicycle and pedestrian volumes, behavior, and attitudes in the project area. Once the data collection plan is approved by SANDAG staff, the Grantee is responsible for carrying out the plan and returning collected data to SANDAG as a deliverable. Standardized forms required for data collection will be provided by SANDAG.

Grantees are encouraged to use the National Bicycle and Pedestrian Documentation Project methodology and plan for the following:

- Conduct counts prior to project construction, during National Documentation Days in the second week of September. Supplementary counts and surveys can be conducted during January, May, and July to provide seasonal data, if desired.
- Conduct counts for two hours, at peak times relative to the facility. For example, facilities attracting utilitarian trips should be counted on a Tuesday, Wednesday, or Thursday from 5 to 7 p.m., whereas facilities attracting recreational trips should be counted on a Saturday, from 9 to 11 a.m.

In the case that the above timeframes are deemed infeasible due to the project schedule, the Grantee and SANDAG will collaborate on an alternative data collection methodology and procedure.

A subset of Grantees may be selected for in-depth evaluation by SANDAG, in which case, SANDAG will conduct the data collection effort with required participation from Grantee staff. Such in-depth evaluation conducted by SANDAG will take place solely for the purpose of SANDAG Active Transportation data collection and monitoring efforts, and will not impact Grantees' budgets.

Grantees should plan to budget five thousand dollars (\$5,000) for data collection. For questions or assistance with data collection, contact Christine Eary at Christine.Eary@sandag.org, or (619) 699-6928.

3. Design Development and Community Meetings: Grantee must provide SANDAG with advance notice (preferably within two weeks) and agendas of all design development and community meetings, and a meeting summary following the meeting. SANDAG staff may attend any meetings as appropriate.

4. Plan Review: Grantee must submit project design drawings and cost estimates (if available) to SANDAG for review and comment at 30 percent, 60 percent, 90 percent, and 100 percent. SANDAG staff may meet with the Grantee to comment on submitted plans and assure substantial conformance. SANDAG may comment on submitted plans regarding:

- Whether they are consistent with the Project proposed in the original grant application, and
- Consistency with accepted pedestrian/bicycle facility and smart growth design standards.

5. Quarterly Reports and Invoices: 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 and schedule. Furthermore, the Grantee agrees to provide project milestone information (such as presentations to community groups, other agencies, and elected officials, ground-breakings, and ribbon-cuttings) to support media and communications efforts.

6. Media and Community Outreach Coordination: 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. Furthermore, the grantee agrees to provide project milestone information to support media and communications efforts.

7. Photo Documentation: Grantees are responsible for the following photo documentation:

- Before and after photos, which should be taken from similar angles to showcase how a particular area has been transformed over time.
- Project milestone photos (such as ground-breakings and ribbon-cuttings).
- Photos taken throughout construction phases and throughout the length of the project.

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.

8. Project Signage: Each project or program in excess of \$250,000 funded in whole or in part by revenues from the *TransNet* Extension Ordinance shall be clearly designated during its construction or implementation as being provided by such revenues. SANDAG will provide sign specifications. Grantee agrees to follow sign specifications and submit proof files to SANDAG for approval before printing.

9. Performance Monitoring: SANDAG staff may measure performance of the constructed capital improvements against stated project objectives, and evaluate the overall grant program. Grantee is expected to meet with SANDAG staff to identify relevant performance measures and data sources, and provide available data and feedback regarding the program as appropriate.

Planning and Non-Capital Grants

1. Contact Information. Grantee must provide SANDAG with contact information for the project manager. Grantee must provide SANDAG with updated contact information in a timely manner if there are any changes to staff assigned.

2. Request for Proposals and Consultant Selection. Upon request by SANDAG, Grantee must submit consultant draft Request for Proposals to SANDAG staff for review and comment for consistency with the agreed upon Scope of Work with SANDAG (Attachment A).

3. Quarterly Reports. Grantee must submit quarterly reports to SANDAG, detailing accomplishments in the quarter, anticipated progress next quarter, pending issues and actions toward resolution, and status of budget and schedule.

4. Stakeholder and Community Meetings. Grantee must provide SANDAG with advance notice (preferably within two weeks) and agendas of all stakeholder and community meetings, and a meeting summary following the meeting. SANDAG staff may attend any meetings as appropriate.

5. Media and Community Outreach Coordination. 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. Furthermore, the Grantee agrees to provide project milestone information to support media and communications efforts.

6. Photo Documentation. Grantees are responsible for the following photo documentation:

- Existing conditions photos, 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.

**ATTACHMENT D
QUARTERLY REPORT AND INVOICE FORMS**

**TransNet Smart Growth Incentive Program and
TransNet/TDA Active Transportation Grant Program
Quarterly Report**

Report Submittal Date: [Insert]
Reporting Period: [Insert - Example: FY 2014, Quarter 1]

PART 1: DESCRIPTION OF ACTIVITY FOR REPORTING PERIOD

1. Work Accomplished This Reporting Period

[INSTRUCTIONS: Replace this text with a detailed description of work completed and underway during the reporting period. In a bullet format, reference specific tasks.]

Example:

- Task 1 - Award Consultant Contract: Issued RFP. City convened a selection panel of 5 members from the City, MTS, NCTD, and SANDAG to shortlist 3 of 9 firms. The panel interviewed the 3 firms and selected XYZ Group for this project. The City Council approved the consultant contract with XYZ Group on January 1, 2014. City staff held a kick-off meeting on January 10, 2014.
- Task 2 - Public Outreach: City staff and XYZ Group began organizing the first workshop for this project. The anticipated date of the first workshop will be in the February/March 2014 timeframe.
- Task 3 - Etc.
- Task 4 - Etc.

2. Deliverables Produced This Reporting Period

[INSTRUCTIONS: Summarize the deliverables produced during this period and indicate the date submitted to SANDAG. Deliverables can be submitted as an attachment to this report. See Item 5 for more details.]

Example:

- Final RFP – Submitted in December 2014.
- Approved Consultant Contract and Kick-Off Meeting Notes – Submitted with this report. Please see accompanying list of attachments.

3. Is there an accompanying invoice for this period?

[INSTRUCTIONS: Indicate YES or NO.]

4. Work Anticipated for the Next Reporting Period

[INSTRUCTIONS: Replace this text with a brief description of work anticipated for the next reporting period. Also note any upcoming meetings or workshops.]

5. List of Attachments

[INSTRUCTIONS: List any deliverables or invoice documents attached to this report. Attachments over 6MB should be sent via WeTransfer.]

WeTransfer Link: <https://sandag.wetransfer.com/>

Example:

- Attachment 1: Consultant Contract
- Attachment 2: Kick-Off Meeting Notes
- Attachment 3: Invoice Spreadsheet
- Attachment 4: Invoice Documentation

PART 2: SCHEDULE AND TASK STATUS

Task	Scheduled Start Date <i>(Per Grant Scope of Work)</i>	Scheduled Completion Date <i>(Per Grant Scope of Work)</i>	Status	Timing	Anticipated Start Date <i>(If Different from Grant Scope of Work)</i>	Anticipated Completion <i>(If Different from Grant Scope of Work)</i>
NTP Date						
Task 1	[mm/dd/yy]	[mm/dd/yy]	[In Progress/ Completed/ Not Started]	[On Time/ Delayed]	[mm/dd/yy]	[mm/dd/yy]
Task 2: Policy No. 035 Milestone	[mm/dd/yy]	[mm/dd/yy]	[In Progress/ Completed/ Not Started]	[On Time/ Delayed]	[mm/dd/yy]	[mm/dd/yy]
Task 3: Policy No. 035 Milestone	[mm/dd/yy]	[mm/dd/yy]	[In Progress/ Completed/ Not Started]	[On Time/ Delayed]	[mm/dd/yy]	[mm/dd/yy]

PART 3: CHALLENGES, SCHEDULE DELAYS, AND AMENDMENT REQUESTS

Challenges and Actions Toward Resolution (If applicable)

[INSTRUCTIONS: If you are experiencing challenges in completing project tasks, please provide information about the delay and actions taken to resolve issues. If an amendment is needed, provide justification and check the appropriate box below.]

No amendment requested at this time

Amendment requested to*:

Project Schedule

Project Budget

Scope of Work

**Failure to check a box in the above section assumes there is no action requested. Amendment requests are subject to SANDAG's approval. It is the Grantee's responsibility to ensure compliance with SANDAG Board Policy No. 035: Competitive Grant Program Procedures and grant agreement terms and conditions.*

PART 4: PROJECT STATUS REPORT SIGNATURE

Prepared by _____ Date: _____
Project Manager

DRAFT

INVOICE INSTRUCTIONS

Step 1: Complete the Quarterly Progress Report.

Reimbursements cannot be made without a completed Quarterly Progress Report.

Step 2: Gather Documentation for Staff Costs, Consultant/Contractor Costs, and Other Costs.

Provide SANDAG with a copy of any consultant and contractor agreements awarded through the grant.

Staff Costs should be supported by certified payroll documentation.

Consultant costs should be supported by the consultant invoice AND a proof of payment. The proof of payment can be either a copy of the check provided to the consultant or printout from the project's financial accounting system showing that funds were disbursed.

Contractor costs should be supported by the contractor invoice, schedule of values, AND a proof of payment. The proof of payment can be either a copy of the check provided to the contractor or a printout from the project's financial accounting system showing that funds were disbursed.

Other costs should be supported by either an invoice from the vendor or a receipt AND must be accompanied by a proof of payment. The proof of payment can be either a copy of the check provided to the vendor or a printout from the project's financial accounting system showing that funds were disbursed.

Clearly identify (i.e., highlight or circle) all grant-related expenses on documents that include non-related costs.

Step 3: Complete the Expense Summary.

Summarize the total Staff Costs, Consultant/Contractor Costs, and Other Costs incurred during the reporting period.

Confirm that you have the adequate documentation.

Break down each cost by task. This will help with the next step to complete the invoice statement.

Double check and make sure all sub-totals have been calculated correctly.

Step 4: Complete the Invoice Statement.

Enter the costs for each task (calculated in Step 3) into the appropriate cells of the Invoice Statement. The SANDAG contribution, match contribution, and retention amounts should automatically calculate.

Enter previous costs by task into the appropriate cells of the spreadsheet. The remaining grant balance should automatically calculate.

Step 5: Submit Quarterly Progress Report, Invoice, and Supporting Documentation to SANDAG at:

sgatgrants@sandag.org

Sign and scan the completed Quarterly Progress Report. Submit it in PDF form.

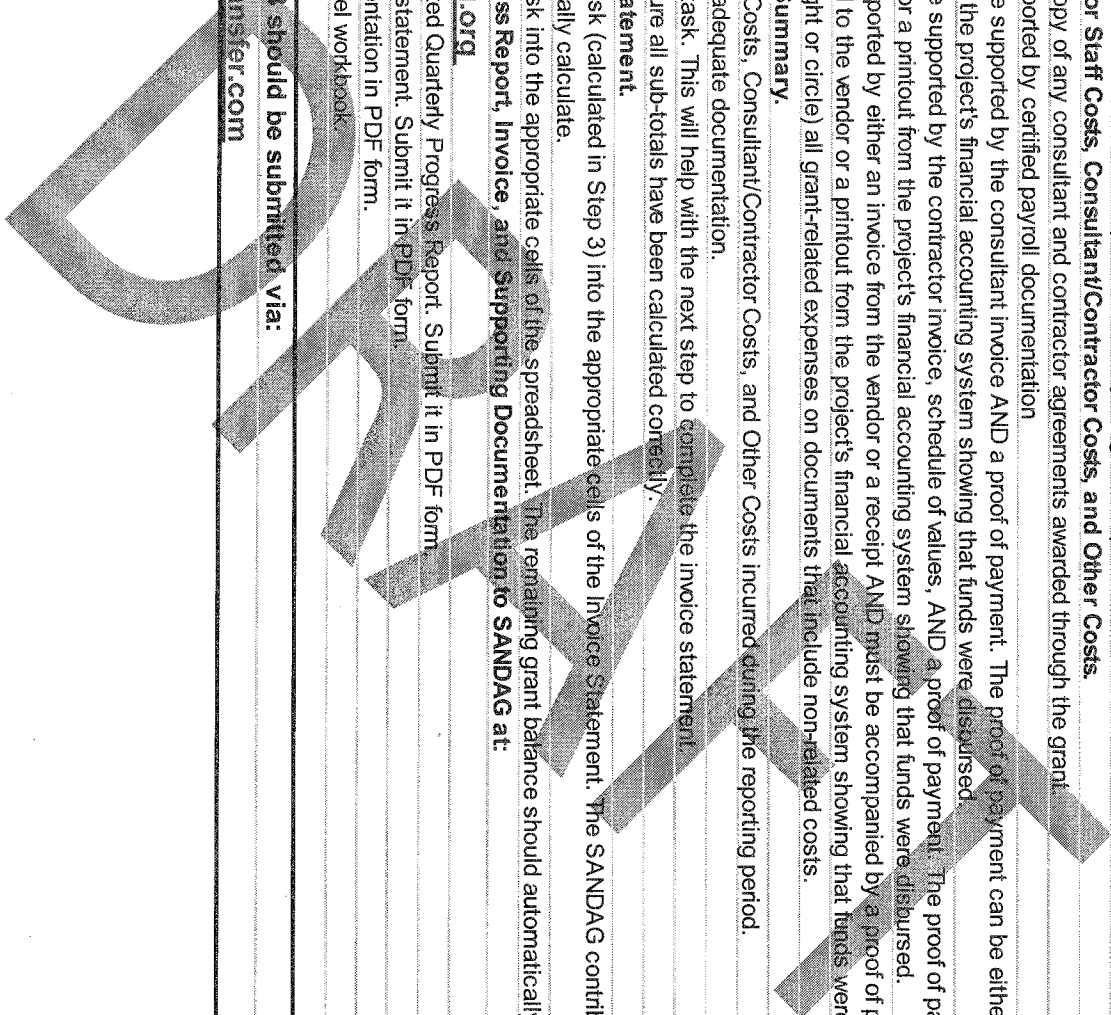
Sign and scan the invoice statement. Submit it in PDF form.

Submit supporting documentation in PDF form.

Submit the completed Excel workbook.

Files in excess of 6MB should be submitted via:

<https://sandag.wetransfer.com>



PART 1: STAFF COSTS

Personnel	Time Period	Hours	Hourly Rate	Amount	Documentation Attached?
Staff Person A	mm/dd/yy to mm/dd/yy	10	\$	1,000.00	YES/NO
Staff Person B	mm/dd/yy to mm/dd/yy	10	\$	1,000.00	YES/NO
Staff Person C	mm/dd/yy to mm/dd/yy	10	\$	1,000.00	YES/NO
[INSERT ADDITIONAL LINES AS NEEDED]					

PART 2: CONSULTANT/CONTRACTOR COSTS

Consultant/Contractor	Invoice No.	Invoice Date	Description of Costs	Amount	Documentation Attached?
Consultant XYZ	1	1/1/2014	Professional services for the month of January 2014	\$ 10,000.00	YES/NO
Consultant XYZ	2	2/1/2014	Professional services for the month of February 2014	\$ 10,000.00	YES/NO
Consultant XYZ	3	3/1/2014	Professional services for the month of March 2014	\$ 10,000.00	YES/NO
Outreach Organization ABC	1	3/1/2014	Outreach from January 2014 to March 2014	\$ 10,000.00	YES/NO
[INSERT ADDITIONAL LINES AS NEEDED]					

PART 3: OTHER COSTS

Vendor	Invoice No.	Invoice Date	Description of Costs	Amount	Documentation Attached?
Vendor A	1	1/1/2014	Printing costs for January 2014	\$ 100.00	YES/NO
Vendor B	1	2/1/2014	News Announcement for February 2014 Workshop	\$ 100.00	YES/NO
Vendor C	1	2/28/2014	Snacks for February 2014 Workshop	\$ 100.00	YES/NO
[INSERT ADDITIONAL LINES AS NEEDED]					

TRANSNET SMART GROWTH INCENTIVE PROGRAM INVOICE

To: SUCHI MUKHERJEE Project Name: [PROJECT NAME] SANDAG Contract Number: 500XXX

401 B Street, Suite 800
San Diego, CA 92101-4231

From: Name Address Grant Invoice Number: # Billing Period: FROM DATE TO DATE Invoice Date:

Grant Award: \$0.00
Balance Remaining \$0.00

TASK	Previous Balance		Current MM/DD/YYYY to MM/DD/YYYY			Total Expenses		SANDAG Total		Match Spent	
	Reimbursed to Date	Match to Date	Total to Date	Staff Costs	Contractor or Other Costs	This Invoice	This Invoice	This Invoice	This Invoice		
1 RFP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
2 Existing Conditions Report	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
3 Public Outreach	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
4 Draft Plan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
5 Final Plan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		

Total Current Expenditures: \$0.00
Total Amount Due this Invoice: \$0.00
Less 10% Retention: \$0.00
Match % Met to Date: #DIV/0!

Total Project Budget (Grant + Match)	
Task 1	\$0.00
Task 2	\$0.00
Task 3	\$0.00
Task 4	\$0.00
Task 5	\$0.00
TOTAL	\$0.00
SANDAG Grant:	\$0.00
Match:	\$0.00
SANDAG Contribution %	#DIV/0!
Required Match %	#DIV/0!

CERTIFICATION OF GRANTEE

I hereby certify that the above costs were incurred in performance of the work required under the grant and are consistent with the amounts evidenced by attached supporting documents and expenditures.

Signature _____

Printed Name and Title _____

Date _____

DRAFT

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 5
Date: March 11, 2015

TO: Honorable Mayor and Members of the City Council

FROM: Edward N. Domingue, Public Works Director/City Engineer
Dan Higbee, Construction Project Manager

SUBJECT: Notice of Completion for Jesmond Dene Ball Field Lighting Project

RECOMMENDATION:

It is requested that Council approve and accept the public improvements and authorize staff to file a Notice of Completion for the Jesmond Dene Ball Field Lighting Project.

FISCAL ANALYSIS:

The contract for the Jesmond Dene Ball Field Lighting Project was awarded to Ace Electric, Inc. The total cost of the project was \$139,000.00 and the funding was provided by the Park Development Fund.

PREVIOUS ACTION:

Council adopted Resolution No. 2014-163 and awarded the contract to Ace Electric, Inc. on October 22, 2014. Council approved sole sourcing of this product with City Council Resolution 2010-17, approved on January 27, 2010, and Resolution 2012-64, approved on April 18, 2012.

BACKGROUND:

The Jesmond Dene Ball Field Lighting Project consisted of installing four (4) new MUSCO ball field poles/heads for Field Three (3). The project also included the installation of security lighting, one (1) MUSCO LED pathway light, new electrical cabinet and pull boxes, and all associated wiring.

Respectfully submitted,

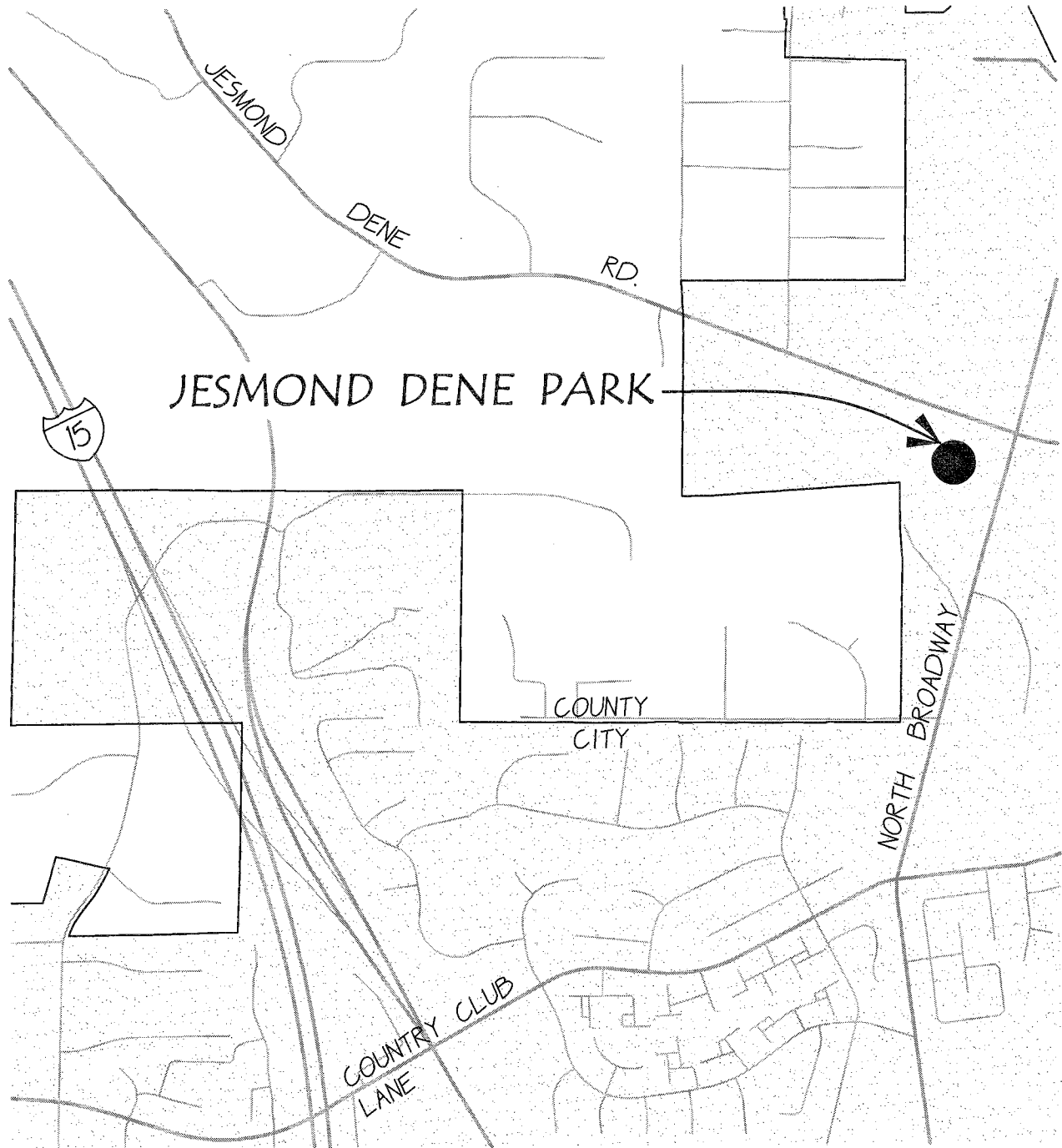


Edward N. Domingue, P.E.
Public Works Director/City Engineer



Dan Higbee
Construction Project Manager

JESMOND DENE BALL FIELD LIGHTING PROJECT



NOTICE OF COMPLETION
CITY COUNCIL MEETING 03-11-2015



CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 6
Date: March 11, 2015

TO: Honorable Mayor and Members of the City Council
FROM: Christopher W. McKinney, Utilities Director
SUBJECT: Notice of Completion: Vista Verde Reservoir Replacement Project – Phase 1

RECOMMENDATION:

The Utilities Department requests that Council adopt Resolution No. 2015-34 authorizing the Director of Utilities to file a Notice of Completion for the Vista Verde Reservoir Replacement Project – Phase 1 (“the Project”).

FISCAL ANALYSIS:

The Project was completed for \$838,075.

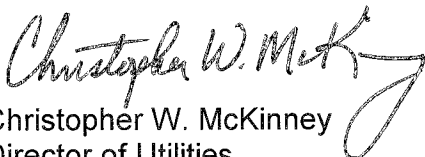
PREVIOUS ACTION:

On September 11, 2013, Council approved Resolution No. 2013-112 authorizing the award of a Public Improvement Agreement with Spiess Construction Company in the amount of \$805,010.

BACKGROUND:

The existing 750,000 gallon steel tank serving the Vista Verde Zone is deteriorating and in need of replacement. This project is the first of two phases to replace the existing Vista Verde Reservoir with two new, one-million-gallon, pre-stressed concrete reservoirs. The work in this first phase involved building a temporary bolted steel tank adjacent to the existing reservoir and upgrading the existing Vista Verde Pump Station by installing a third pump and variable-frequency drive (VFD), new electrical and controls equipment, a new engine-generator, and associated piping and valves.

Respectfully submitted,


Christopher W. McKinney
Director of Utilities

RESOLUTION NO. 2015-34

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE DIRECTOR OF UTILITIES
TO FILE A NOTICE OF COMPLETION FOR THE
VISTA VERDE RESERVOIR REPLACEMENT
PROJECT – PHASE 1

WHEREAS, the City Council of the city of Escondido authorized the award of a Public Improvement Agreement with Spiess Construction Company on September 11, 2013, in the amount of \$805,010; and

WHEREAS, the City of Escondido Staff and the Director of Utilities deems the filing of the Notice of Completion to be valid and recommends approval; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve the filing of the Notice of Completion; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.
2. That the City Council accepts the recommendation of the Director of Utilities.
3. That the City Council hereby approves the request to file Notice of Completion for the Vista Verde Reservoir Replacement Project – Phase 1.

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 7
Date: March 11, 2015

TO: Honorable Mayor and Members of the City Council
FROM: Craig Carter, Chief of Police
SUBJECT: FY 2014 Urban Area Security Initiative (UASI) Funding – Critical Infrastructure Assessment and Disaster Preparedness Training

RECOMMENDATION:

It is requested that Council accept FY 2014 UASI Grant funding from the City of San Diego Office of Homeland Security; authorize the Chief of Police or his designee to execute contract documents on behalf of the City; and approve budget adjustments needed to spend grant funds.

FISCAL ANALYSIS:

This action will have no impact on the General Fund Budget. Grant funds will be used to pay overtime expenses related to improving the City's disaster preparedness.

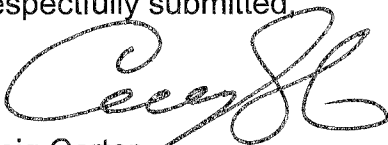
PREVIOUS ACTION:

On November 19, 2014, Council accepted a FY 2014 Urban Area Security Initiative (UASI) Grant in the amount of \$210,000 for replacement communications microwave radios.

BACKGROUND:

Grant funds will allow the Escondido Police Department to participate in overtime operations related to improving the City's disaster preparedness. These overtime operations include emergency response training and security assessments of the City's critical infrastructure.

Respectfully submitted



Craig Carter
Chief of Police

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 8
Date: March 11, 2015

TO: Honorable Mayor and Members of the City Council
FROM: Craig Carter, Chief of Police
SUBJECT: FY 2014 Regional Realignment Response Grant - Additional Funds

RECOMMENDATION:

It is requested that Council accept additional funds in the amount of \$37,000 for the FY 2014 Regional Realignment Response Grant; authorize the Chief of Police or his designee to execute contract documents on behalf of the City; and approve budget adjustments needed to spend grant funds.

FISCAL ANALYSIS:

This action will have no impact on the General Fund Budget. Grant funds will be used for police officer overtime and overhead associated with overtime.

PREVIOUS ACTION:

On January 08, 2014, Council approved Regional Realignment Response Grant funding in the amount of \$139,283 for reserve officer salary, overhead, and program supply costs.

BACKGROUND:

The Escondido Police Department has been allocated additional funds under the FY 2014 Regional Realignment Response Grant. This funding was provided by the State of California Board of Community Corrections through Assembly Bill 118 and Senate Bill 89, initiatives to reduce state prison overcrowding and support local law enforcement efforts. Escondido's allocation is used to support regional and local enforcement efforts. Grant funds will be used for police officer overtime and overhead associated with overtime.

Respectfully submitted,



Craig Carter
Chief of Police

ORDINANCE NO. 2015-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING A PRELIMINARY, MASTER AND PRECISE DEVELOPMENT PLAN AND PREZONE FROM COUNTY ZONING TO PREZONE PD-R 1.75 AND RE-20 FOR THE OAK CREEK PROJECT ANNEXATION AREA AND PLANNED RESIDENTIAL DEVELOPMENT SITE ON APPROXIMATELY 43.73 ACRES OF LAND GENERALLY LOCATED ON THE EASTERN SIDE OF FELICITA ROAD AND BOTH SIDES OF HAMILTON LANE

Planning Case No.: SUB 13-0002, PHG 13-0017,
ENV 13-0006

The City Council of the City of Escondido, California, DOES HEREBY ORDAIN
as follows:

SECTION 1. That proper notices of a public hearing have been given and a public hearing has been held before the City Council on this issue.

SECTION 2. On January 27, 2015, the Planning Commission recommended approval of the proposed Preliminary, Master and Precise Development Plan to develop 65 single-family residential lots, and a Prezone from County zoning to Prezone PD-R 1.75 (Planned Development Residential - 1.75 dwelling units per acre) for the 37.59-acre planned residential development site and a designation of Prezone RE-20 (Residential Estates – 20,000 SF minimum lot size) for the remainder of the annexation area.

SECTION 3. That the City Council has reviewed and considered the Oak Creek Project Final Environmental Impact Report and Mitigation Monitoring and Reporting Program and has determined that all environmental issues associated with

A COMPLETE COPY OF THIS ORDINANCE
IS ON FILE IN THE OFFICE OF THE CITY
CLERK FOR YOUR REVIEW.

CITY COUNCIL

For City Clerk's Use:

APPROVED **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 10
Date: March 11, 2015

TO: Honorable Mayor and Members of the City Council
FROM: Helen M. Davies, Environmental Programs Manager, Utilities Department
SUBJECT: Municipal Stormwater Permit R9-2013-0001

RECOMMENDATION:

The Utilities Department requests that Council receive and file the staff report concerning Municipal Stormwater Permit R9-2013-0001.

FISCAL ANALYSIS:

Preliminary budget estimates are approximately \$3.3 million per year over the next five years. The budget includes staff across City departments who are already fulfilling municipal stormwater permit functions, the Environmental Programs Budget, and funding for Eagle Scout Lake Maintenance.

PREVIOUS ACTION:

Utilities staff presented information on the option for an alternative compliance program on August 6, 2014.

BACKGROUND:

Municipal Stormwater Permit R9-2013-0001 was adopted by the Regional Water Quality Control Board (RWQCB) in May 2013. The permit requires the City of Escondido to review and update its stormwater program to comply with the new permit and adds a number of new requirements:

- Preparation of Watershed Water Quality Improvement Plans for each watershed (Carlsbad and San Dieguito).
- Development of strategies to facilitate storm drain retrofit and stream rehabilitation.
- Development of enforcement response plans

The permit also requires significant changes to other program components, including construction site inspection and new development and redevelopment. It also provides the opportunity for an alternative compliance program for new development and redevelopment to be implemented.

Municipal Stormwater Permit R9-2013-0001

March 11, 2015

Page 2

The Best Management Practice (BMP) Design Manual for new development and redevelopment will be presented separately after the RWQCB has had an opportunity to review the regional model document currently under development. Information on the alternative compliance program will be presented in 2016.

Respectfully submitted,

A handwritten signature in cursive script that reads "Helen M. Davies". The signature is written in black ink and is positioned above a horizontal line.

Helen M. Davies, M.S., CPSWQ
Environmental Programs Manager



FUTURE CITY COUNCIL AGENDA ITEMS
March 5, 2015

AGENDA ITEMS AND COUNCIL MEETING DATES ARE SUBJECT TO CHANGE. CHECK WITH THE CITY CLERK'S OFFICE AT 839-4617

<p>March 18, 2015 4:30 p.m.</p>
<p>CONSENT CALENDAR</p>
<p>Grant Award from Firehouse Subs Public Safety Foundation (M. Lowry)</p> <p><i>In July 2014, the Escondido Fire Department participated in the grand opening celebration of the Firehouse Subs Restaurant located in Escondido. During the event planning, the Fire Department was invited to apply for a grant sponsored by the Firehouse Subs Public Safety Foundation. The Fire Department applied for and was awarded monies in the amount of \$14,175 to purchase a battery operated hydraulic rescue spreading tool.</i></p>
<p>Relocation Plan for The Crossings at Escondido Manor Located at 1150-1166 N. Escondido Blvd. (Case Number 0873-01-23) (B. Redlitz)</p> <p><i>The City has allocated HOME and Successor Housing Agency funds towards the purchase and rehabilitation of The Crossings at Escondido Manor. Planning for permanent and temporary relocation needs of the current residents is required by state and federal law.</i></p>
<p>City of Escondido Landscape Maintenance District Preliminary Engineer's Report for Fiscal Year 2015/2016 for Zones 1-36 and 38 (E. Domingue)</p> <p><i>Each year the City is required to submit and approve an Engineer's Report that details the City's LMD budget and assessments for the upcoming year. The purpose of the Council meeting on March 18, 2015 is to begin this process by approving the Preliminary Engineer's Report and to set a Public Hearing date for the City of Escondido Landscape Maintenance District (LMD) Zones 1-36 and 38.</i></p>
<p>Authorize Purchase of Two Backhoes and One Loader from Sonsray Machinery Utilizing a Cooperative Purchase Contract with National Joint Powers Alliance (E. Domingue)</p> <p><i>The National Joint Powers Alliance (NJPA) conducted a competitive bid process for construction equipment and Case New Holland America LLC was deemed to be the lowest responsive bidder. Case New Holland America is the parent company of Case Construction and Sonsray Machinery is the Case Construction dealer serving California. Fleet Services requests to utilize the cooperative purchase through NJPA as allowed per Escondido Municipal Code Section 10-90.</i></p>
<p>PUBLIC HEARINGS</p>
<p>CURRENT BUSINESS</p>
<p>Annual Appointment to Library Board of Trustees (D. Halverson)</p> <p><i>Terms have expired for one member on the Library Board of Trustees.</i></p>
<p>Future Agenda Items (D. Halverson)</p>

March 25, 2015
4:30 p.m.

CONSENT CALENDAR

2014 Annual Housing Element Report (PHG 14-0036)
(B. Redlitz)

Government Code Section 65400 requires each governing body (City Council or Board of Supervisors) to prepare an annual report on the status and progress in implementing the jurisdiction's Housing Element of the General Plan using forms and definitions adopted by the Department of Housing and Community Development. The City Council adopted a new Housing Element in December 2012 and this report analyzes the second year of the Housing Element.

Adoption of Mitigated Negative Declaration for the Oakvale Road Realignment Project (ENV 14-0007)
(B. Redlitz)

The Oakvale Road Mitigated Negative Declaration provides the environmental clearance required to start construction of the road realignment project that is one of the first steps necessary to build the new Lake Wohlford Dam, which is currently undergoing environmental review through a separate EIR process.

PUBLIC HEARINGS

Short-Form Rent Review Board Hearing for Sundance Mobile Home Park
(B. Redlitz)

Sundance has 88 spaces with 26 spaces subject to rent control. The owner is requesting a rent increase for 26 spaces. The application meets all the eligibility criteria for submittal of a short-form rent increase application. The amount requested covers an 18-month period of consideration from December 31, 2012 through June 30, 2014. Seventy-five percent of the change in the Consumer Price Index for the 18-month period is 2.322%. The average space rent for the 26 spaces subject to rent increase is \$657.72. The average requested increase per space is approximately \$15.27.

CURRENT BUSINESS

Budget Adjustment Request and Approval of Change Orders for the Influent Pump Station Project at the Hale Avenue Resource Recovery Facility
(C. McKinney)

This budget adjustment is necessary to cover the costs of change orders, anticipated changes required to complete construction, ongoing special inspections, engineering support and material testing for the Influent Pump Station at the Hale Avenue Resource Recovery Facility (HARRF).

Financial Report for Quarter Ended December 31, 2014
(S. Bennett)

Quarterly financial reports present written financial updates to Council concerning certain funds of the City based on the most recent financial information available. These quarterly financial reports include budgetary information for each fund, along with the actual resources received to date. Funds included in this report are the General Fund, Reidy Creek Golf Course Fund, Recreation Fund, Water and Wastewater Funds.

Adoption of Proposed Changes to Annual Inventory of City Fees
(S. Bennett)

Departments have reviewed the existing fee schedule and are proposing new fees or fee changes designed to recoup costs associated with the services being delivered.

Future Agenda Items (D. Halverson)

City Manager's WEEKLY UPDATE to City Council

March 4, 2015

ECONOMIC DEVELOPMENT

- The property owner at 225 E. Grand Avenue (former McMahon furniture store) gave the City permission to put attractive display boards promoting Escondido in the windows of the vacant building. The large boards that were on display at the State of the City address were put in some of the the windows last Friday.
- Public Works and City Manager's Staff members did a walk through downtown Escondido this week to identify any areas that may need attention prior to the start of Cruisin' Grand on April 3 to ensure downtown looks its best when thousands of visitors return on Friday nights.
- The Cougar Classic annual High School girls' softball tournament will be held from March 9th to March 16th at Kit Carson Park youth softball fields. They will be using all four youth fields Monday – Friday from 3 p.m. to 9:30 p.m., Saturday 9 a.m. to 5 p.m. and the following Monday 3 p.m. to 9 p.m. for the semi-finals and Championship games. 40 High School teams from all over San Diego County will be visiting Kit Carson throughout this 7 day tournament. We can expect around 800 players and spectators daily during the tournament in the park.
- Cal South National Cup this weekend March 7th and 8th at Ryan Park. We will see teams from all over Southern California visiting our City and Ryan Park. The games are all pool play in the Boys under 13 and Girls under 13. We can expect around 2,000 players and spectators. Teams will be lodging, shopping, and dining in the Escondido area.

SPECIAL EVENTS

Spring Forward Festival in Grape Day Park

March 7th 9:00 a.m. – 5:30 p.m.

Family event with live music, food booths, art and games and an electronic recycling e-waste drop off.

The smART Festival

March 7 at 10:00 a.m., California Center for the Arts

For more information, visit: <http://artcenter.org/event/story-smart-festival/>

Coeur de Cuisine

Sunday, March 8, 5:00 – 8:00 p.m., Escondido Rotary will host their annual fundraiser, Coeur de Cuisine, at the Arts Center. For more information, visit: <http://www.coeurdecuisine.com> .

City Manager's WEEKLY UPDATE to City Council

COMMUNITY DEVELOPMENT

Planning:

- Planning staff has received several inquiries regarding potential sites for a federal inmate reentry facility. The inquiries are from federal contractors who are interested in submitting proposals to operate a residential reentry facility in North County. A residential reentry center (RRC) provides a supervised supportive setting that allows offenders to serve the last 6-12 months of their sentence in a community setting. Offenders housed at reentry centers are already scheduled for release, and the reentry center provides a structured, secure environment to assist their integration back into the community. Correctional facilities are not currently listed as an allowable use in any zoning districts.

- The Mitigated Negative Declaration for the Southwest Sewer Realignment Project has been released for a 30-day public review period which ends on April 1, 2015. The document is available at the following links:
<http://www.escondido.org/southwest-sewer.aspx>
<http://www.escondido.org/Data/Sites/1/media/PDFs/Planning/MNDnoticeofNegDecforPosting.pdf>

- Major Projects Update:
 - Oak Creek (NUW) – The project is scheduled for consideration by the City Council at the March 4th meeting and includes a new request by the applicant to consider conditions to allow site grading and permitting for model homes prior to recordation of the tentative map and completion of FEMA requirements.
 - Amanda Estates (NUW) – The Planning Commission hearing is scheduled for March 10th.
 - Centerpointe 78 Commercial – The Draft EIR remains on hold at the applicant's request pending resolution of traffic mitigation requirements. Staff is reviewing the applicant's conceptual plans for offsite traffic improvements; these proposed improvements include an alternative design at the El Norte Pkwy/Escondido Blvd. intersection that considers a raised median in El Norte Pkwy. and 'right in / right out' on Escondido Blvd., with longer left turn pockets for traffic turning south onto Center City Pkwy. from El Norte Pkwy., as well as U-turns at El Norte Parkway and CCP for travelers wishing to access Escondido Blvd.
 - North Broadway Deficiency Area Projects – Staff is working with the anticipated developer of the properties east of Ash Street regarding a comprehensive grading plan and associated design changes, with the goal of achieving substantial conformance with the approved tentative maps as anticipated in the development agreements. A traffic analysis has been requested to address construction vehicle trips from the proposed mass grading. The Draft public review period for the Mitigated Negative Declaration for the Zenner project ended on February 18th, and

City Manager's WEEKLY UPDATE to City Council

is available at the following link:

<http://www.escondido.org/Data/Sites/1/media/PDFs/Planning/AmandaEstates/DraftMitigatedNegativeDeclaration.pdf>. Staff is coordinating with County staff to respond to the County's request for the applicant to pay the County's Transportation Impact Fee (TIF) of \$72,200. Staff continues to coordinate with the developer regarding cost estimates for offsite improvements to enable evaluation of proposed development agreement terms.

- Kaen Planned Development (2516 S. Escondido Blvd.) – Management staff met with the applicant's team to discuss concerns regarding the proposed project related to processing timeframes, residential product type and density, site planning, open space amenities, storm water compliance, architectural design and overall quality for the proposed 68-unit townhouse project. The applicant directed staff to continue to processing the project as submitted.
- Latitude II (382 W. Washington) - Completeness review is underway for "Latitude II", a proposed 112-unit residential planned development project at 382 W. Washington Ave.
- The Escondido Ford and Hyundai automobile dealerships at 1717 and 1919 Auto Park Way are proposing a modification to the master and precise development plan. The modifications include renovation of several buildings, demolition of two showroom structures, and construction of two new showrooms (6,200 SF Ford and 6,700 SF Hyundai buildings) and a 6,100 SF carwash/detail building. The project is anticipated to be considered by the Planning Commission in April.
- Wohlford – An incomplete letter has been sent for the proposed 55-unit residential subdivision and planned development at 661 Bear Valley Parkway. The applicant is coordinating with staff regarding a Specific Alignment Plan for Bear Valley Parkway.

Building Division:

- The monthly Building Activity Report for February is attached.
- The Building Division issued 65 permits for the week with a total valuation of \$169,089. The majority of the permits were minor type permits including plumbing, electrical and mechanical permits.
- 28 photovoltaic permits were issued this week with 150 permits issued so far this year compared to 85 issued at the same time last year.
- Inspections and counter contacts remain steady with inspections averaging 25 per day with 21 on Friday and counter contacts averaging 33 per day with 28 on Friday.
- The Building Division has approved the plans for a new 76 unit condominium project at 2412 S Escondido Blvd. Engineering approval needed prior to permit issuance.
- Construction activity has resumed at the Talk of the Town carwash and restaurant at 444 Brotherton Rd.

City Manager's WEEKLY UPDATE to City Council

- The new 3 story HARRF administration building at 1521 S. Hale Ave is progressing through drywall inspections.
- The new Monticello Assistive living facility is moving towards a final building inspection projected for the end of April.
- Plans are in for review for the new building and tenant improvement for the Church of Resurrection at 1445 Conway Dr.

CAPITAL IMPROVEMENTS

The Jesmond Dene Ball Field Lights:

The contractor is waiting on replacement parts for items listed on the Punch List.

2014/2015 Street Rehabilitation Project:

March 4 through March 6 the paving contractor will be working along the following streets between the hours of 7 a.m. to 5 p.m.

Broadway –Lincoln Avenue to El Norte Parkway
Fig Street- El Norte Parkway to Sheridan Avenue
Mission Avenue- Midway Drive to Rose Street

Tree removal has been completed in the Old Escondido neighborhood

Elm Street between Washington Avenue and the Flood Control Channel:

Water main water quality testing for the Elm Street portion has passed. The installation of the water line was set for Monday, March 2 but had to be cancelled due to the heavy rain. The tie in has been rescheduled for Thursday March 5.

Private Development

Bear Valley Parkway between Boyle Avenue and San Pasqual Road, County Project:

The project will have little activity this week due to the heavy rains experienced this past weekend. The contractor will need to address the standing water that was a result of the erosion control measures that are in place as required by the projects permits.

2412 South Escondido Boulevard:

The mass grading was completed on Friday, February 20. The contractor has spent the past week lining the drainage swale that splits the project to insure that the storm drain water leaving the site is the same quality or better than before they disturbed the area. This site was also affected by the heavy rain fall from this past weekend so we do not expect much activity until the project can dry out.

Escondido Boulevard at 3rd Avenue Fiber Optic Project:

City Manager's **WEEKLY UPDATE** to City Council

Work started on Tuesday, March 3 for a conduit installation associated with the Zayo Group LLC. The conduit runs from Escondido Boulevard and 3rd Avenue, east on 3rd Avenue to Broadway, then north on Broadway to the northeast corner of Broadway and 2nd Avenue. Work is scheduled to be completed by Monday, March 16.

PUBLIC SAFETY

Police

- Chief Carter, Assistant Chief Benton, and Capt. Loarie attended the California Association of Police Chiefs in Riverside.
- Chief Carter attended a press conference for the US Police & Fire Championships in San Diego.

Fire:

- Final interviews are underway for the Fire Marshal position.

###

CITY OF ESCONDIDO MONTHLY ACTIVITY REPORT FEBRUARY 2015

DESCRIPTION	MTD UNITS	MTD PERMITS	CURRENT YEAR MTD VALUE	PRIOR YEAR MTD VALUE	YTD UNITS	PRIOR YEAR YTD UNITS	YTD PERMITS	PRIOR YEAR YTD PERMITS	CURRENT YEAR YTD VALUE	PRIOR YEAR YTD VALUE
RESIDENTIAL										
Single Family Dwelling				1,281,821	7	7	7	7	1,512,876	1,343,620
Townhouse						2		2		1,281,821
Duplex										
Triplex										
Four Units										
Five or more Units				6,572,596	1	1	1	1		6,572,596
Condominiums										
Mobilehome Parks										
TOTAL RESIDENTIAL				\$ 7,854,417	7	10	7	10	\$ 1,512,876	\$ 9,198,037
COMMERCIAL										
Amusement & Recreation										
Churches/Religious Buildings										
Industrial Buildings										
Parking Garages (Public)										
Service Stations & Repair Garages		1		\$ 80,734		2		2		\$ 80,734
Hospitals & Other Institutions										
Office, Bank & Professional Buildings										
Schools										
Stores & Other Mercantile Buildings						1		1		\$ 364,011
Hotels, Motels										
TOTAL COMMERCIAL				\$ 80,734		3		3		\$ 434,745
MISCELLANEOUS										
Residential Alterations & Additions		32	\$ 218,142	\$ 622,735			74	46	\$ 588,676	\$ 997,828
Commercial Alterations & Additions		12	\$ 325,303	\$ 3,935,419			21	29	\$ 463,519	\$ 5,070,559
Mobilehome Awnings, etc								3		
Structures other than Buildings		13	\$ 157,585	\$ 118,533			26	30	\$ 365,595	\$ 173,377
Demolition, Residential										
Demolition, Other		3					7	5		
Detached Carports, Garages		1	\$ 13,248				1		\$ 13,248	
Mobilehome Setups		1					3	4		
TOTAL MISCELLANEOUS		62	\$ 714,278	\$ 4,676,687			132	117	\$ 1,431,038	\$ 6,241,764
GRAND TOTALS		62	\$ 714,278	\$ 12,611,838	7	13	139	130	\$ 2,943,914	\$ 15,874,546