



DATE: May 18, 2011

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

**SUBJECT: APPROVAL TO ACCEPT \$60,000 IN GRANT FUNDS FROM THE COMMUNITIES PUTTING PREVENTION TO WORK PROGRAM THROUGH THE AMERICAN RECOVERY AND REINVESTMENT ACT, AND APPROVAL TO APPROPRIATE THESE FUNDS TO THE NEIGHBORHOOD SERVICES DEPARTMENT AND THE DEVELOPMENT SERVICES DEPARTMENT**

**SYNOPSIS**

Staff recommends that City Council accept \$60,000 in grant funds from the Communities Putting Prevention to Work Program through the American Recovery and Reinvestment Act awarded to the City of Oceanside by SANDAG for programs that address obesity rates, physical inactivity, and poor nutrition; approve the appropriation of these funds to the Neighborhood Services Department and the Development Services Department; and authorize the City Manager to execute the grant agreements.

**BACKGROUND**

The American Recovery and Reinvestment Act of 2009 (ARRA) was enacted by Congress to preserve and create jobs, promote economic recovery, to assist those most impacted by the recession, to provide investments needed to increase economic efficiency by spurring technological advances, and to make investments that will have long-term economic benefits. The Communities Putting Prevention to Work (CPPW) Program is a \$372 million nationwide grant program funded by the Federal Centers for Disease Control and Prevention through the ARRA. The San Diego Association of Governments (SANDAG) is partnering with the San Diego County Health and Human Services Agency (HHSA) to implement components of the CPPW program related to regional planning, active transportation, and safe routes to school.

**ANALYSIS**

On December 23, 2010, SANDAG released a call for projects for the CPPW Program. The City of Oceanside submitted applications for three of the four available CPPW grant programs on February 14, 2011. The Neighborhood Services Department applied for

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\$50,000 in grant funds through the Active Community Transportation Grant Program. The Development Services Department applied for \$50,000 in grant funds through the Safe Routes to School Capacity Building and Planning Grant Program, and \$10,000 in grant funds through the Safe Routes to School Education, Encouragement, and Enforcement Grant Program.

Staff received notification on March 30, 2011, that two of the grant applications were approved by SANDAG. The Neighborhood Services Department was awarded \$50,000 through the Active Community Transportation Program to develop a public health component for the Crown Heights / Eastside Neighborhood Revitalization Strategy Area (NRSA) Plan. The City will partner with Vista Community Clinic and Community HousingWorks for the project. The Development Services Department was awarded \$10,000 through the Safe Routes to School Education, Encouragement, and Enforcement Grant Program which will provide continued funding of the Oceanside Bicycle Rodeo Program. The Development Services Department is partnering with the Oceanside Bicycle Committee to use the grant to fund six additional bicycle safety rodeos, which typically have an attendance of 100 students. Included in the rodeos will be bicycle safety checks, minor bicycle repairs, educational materials, and nutritional snacks and refreshments. Each student will also receive a properly fitted bicycle helmet.

The Communities Putting Prevention to Work Program does not require matching funds, however, matching or in-kind contributions voluntarily committed by an agency aided in the final scoring and determination of who received grant funds. Grant applicants were encouraged by SANDAG to use additional types of funding sources, such as in-kind contributions, to help fund the proposed projects. Since none of the grant funds can be used to supplement City staff time, both the Neighborhood Services and Development Services Departments decided to use the staffing costs associated for managing the grants as in-kind contributions. The Neighborhood Services Department anticipates using the costs associated for having three community meetings, with three staff members overseeing these meetings, as in-kind contributions for their grant program. Also, the costs to use City and Oceanside Unified School District facilities to house the community meetings and bicycle rodeo classes, and the costs for presentation materials, will be used as in-kind contributions for both grant programs.

### **FISCAL IMPACT**

The funding source for both grants will be American Recovery and Reinvestment Act funds. The FY 2011-2012 account, for the Crown Heights / Eastside Neighborhood Revitalization Strategy Area (NRSA) Plan grant funds, will be the CPPW Active Community Transportation Project (999121300274.5300) for \$50,000 and will be administered by the Neighborhood Services Department.

The FY 2011-2012 account for the Oceanside Bicycle Rodeo grant funds, will be the CPPW Safe Routes to School Education, Encouragement, and Enforcement Project (999121200274.5300) for \$10,000, and will be administered by the Development Services Department.

**COMMISSION OR COMMITTEE REPORT**

Does not apply.

**CITY ATTORNEY'S ANALYSIS**

The referenced documents have been reviewed by the City Attorney and approved as to form.

**RECOMMENDATION**

Staff recommends that City Council accept \$60,000 in grant funds from the Communities Putting Prevention to Work Program through the American Recovery and Reinvestment Act awarded to the City of Oceanside by SANDAG for programs that address obesity rates, physical inactivity, and poor nutrition; approve the appropriation of these funds to the Neighborhood Services Department and the Development Services Department; and authorize the City Manager to execute the grant agreements.

PREPARED BY:



David DiPierro  
City Traffic Engineer

SUBMITTED BY:



Peter A. Weiss  
City Manager

REVIEWED BY:

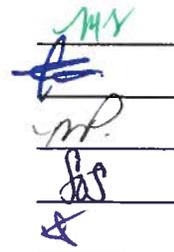
Michelle Skaggs Lawrence, Deputy City Manager

George Buell, Development Services Director

Margery Pierce, Neighborhood Services Director

Scott O. Smith, City Engineer

Teri Ferro, Financial Services Director



Attachments:

1. CPPW Active Community Transportation Grant Award Letter
2. CPPW Safe Routes to School Education, Encouragement, and Enforcement Grant Award Letter
3. CPPW Active Community Transportation Grant Agreement
4. CPPW Safe Routes to School Education, Encouragement, and Enforcement Grant Agreement



401 B Street, Suite 800  
 San Diego, CA 92101-4231  
 (619) 699-1900  
 Fax (619) 699-1905  
 www.sandag.org

March 30, 2011

File Number 3300503

Mr. John A. Lundblad  
 City of Oceanside  
 300 North Coast Highway  
 Oceanside, CA 92054

APR 04 2011

MEMBER AGENCIES

- Cities of
- Carlsbad
- Chula Vista
- Coronado
- Del Mar
- El Cajon
- Encinitas
- Escondido
- Imperial Beach
- La Mesa
- Lemon Grove
- National City
- Oceanside
- Poway
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- San Marcos
- Santee
- Solana Beach
- Vista
- and
- County of San Diego

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- Imperial County
- California Department of Transportation
- Metropolitan Transit System
- North County Transit District
- United States Department of Defense
- San Diego Unified Port District
- San Diego County Water Authority
- Southern California Tribal Chairmen's Association
- Mexico

Dear Mr. Lundblad:

SUBJECT: Notice of Award: Centers for Disease Control and Prevention, Healthy Works<sup>SM</sup>/ Communities Putting Prevention to Work (CPPW) Program, Active Community Transportation Grant

Congratulations! The project, *City of Oceanside Neighborhood Revitalization Strategy Area Plan Update*, has been approved for a total of \$50,000.00 through the Healthy Works<sup>SM</sup>/ CPPW Active Community Transportation Grant Program. The San Diego Association of Governments staff greatly appreciates your support and interest in the Healthy Works<sup>SM</sup>/ CPPW Program, and looks forward to working with you throughout the grant process.

Please note that information regarding required next steps is included in this package.

If you have any questions, please contact me at, (619) 699-1924 or [sva@sandag.org](mailto:sva@sandag.org).

Sincerely,

STEPHAN VANCE  
 Senior Regional Planner  
 Healthy Works<sup>SM</sup>/ CPPW Program Manager

SVA/hob

Attachment/Enclosure: "Next Steps"



401 B Street, Suite 800  
 San Diego, CA 92101-4231  
 (619) 699-1900  
 Fax (619) 699-1905  
 www.sandag.org

March 30, 2011

File Number 3300504

Ms. Darra Woods  
 City of Oceanside  
 300 North Coast Highway  
 Oceanside, CA 92054

MEMBER AGENCIES

Cities of  
 Carlsbad  
 Chula Vista  
 Coronado  
 Del Mar  
 El Cajon  
 Encinitas  
 Escondido  
 Imperial Beach  
 La Mesa  
 Lemon Grove  
 National City  
 Oceanside  
 Poway  
 San Diego  
 San Marcos  
 Santee  
 Solana Beach  
 Vista  
 and  
 County of San Diego

ADVISORY MEMBERS

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 of Transportation  
 Metropolitan  
 Transit System  
 North County  
 Transit District  
 United States  
 Department of Defense  
 San Diego  
 Unified Port District  
 San Diego County  
 Water Authority  
 Southern California  
 Tribal Chairmen's Association  
 Mexico

Dear Ms. Woods:

**SUBJECT: Notice of Award: Centers for Disease Control and Prevention, Healthy Works<sup>SM</sup>/ Communities Putting Prevention to Work (CPPW) Program, Safe Routes to School Education, Encouragement and Enforcement Grant**

Congratulations! The project, *Oceanside Bicycle Rodeo Program*, has been approved for a total of \$10,000.00 through the Healthy Works<sup>SM</sup>/ CPPW Safe Routes to School Education, Encouragement and Enforcement Grant Program. The San Diego Association of Governments staff greatly appreciates your support and interest in the Healthy Works<sup>SM</sup>/ CPPW Program, and looks forward to working with you throughout the grant process.

Please note that information regarding required next steps is included in this package.

If you have any questions, please contact me at, (619) 699-1924 or [sva@sandag.org](mailto:sva@sandag.org).

Sincerely,

STEPHAN VANCE  
 Senior Regional Planner  
 Healthy Works<sup>SM</sup>/ CPPW Program Manager

SVA/hob

Attachment/Enclosure: "Next Steps"

## **COMMUNITIES PUTTING PREVENTION TO WORK**

### **GRANT AGREEMENT NUMBER 5001661 BETWEEN THE SAN DIEGO ASSOCIATION OF GOVERNMENTS AND CITY OF OCEANSIDE REGARDING NEIGHBORHOOD REVITALIZATION STRATEGY AREA PLAN UPDATE**

This Grant Agreement Number 5001661 ("Agreement") is made this 29<sup>th</sup> day of April 2011, by and between the San Diego Association of Governments (hereinafter referred to as "SANDAG"), 401 B Street, Suite 800, San Diego, California, 92101, and City of Oceanside, 300 North Coast Highway, Oceanside, CA, 92054, (hereinafter referred to as "Grantee").

The following recitals are a substantive part of this Agreement:

- A. Communities Putting Prevention to Work (CPPW) is a program of the County of San Diego Health and Human Services Agency (HHS) funded by the federal Centers for Disease Control and Prevention through the American Recovery and Reinvestment Act (ARRA) (Catalogue of Federal Domestic Assistance (CFDA) Number 93.724).
- B. The goal of the CPPW program is to expand the use of evidence-based strategies and programs to address obesity rates, physical inactivity, and poor nutrition in the San Diego Region.
- C. SANDAG is partnering with HHS to implement initiatives relating to transportation and land use planning and policy in the San Diego Region, including the Healthy Communities Campaign and Safe Routes to School implementation, which will provide the following four pass-through grant programs for local planning and implementation projects: Healthy Community Planning Grant Program, Active Community Transportation Grant Program, Safe Routes to School Capacity Building and Planning Grant Program and the Safe Routes to School Education, Encouragement and Enforcement Grant Program.
- D. In December 2010 SANDAG issued a call for projects for grant applicants in San Diego County wishing to apply for a portion of the CPPW funds for use on planning and implementation projects meeting certain criteria under the four pass-through grant programs, described above.
- E. On March 25, 2011, SANDAG's Board of Directors authorized CPPW funds for the following project: Neighborhood Revitalization Strategy Area Plan Update (hereinafter referred to as the "Project").
- F. The purpose of this Agreement is to establish the terms and conditions for SANDAG to provide Grantee with funding to implement the Project.

- G. Although SANDAG will be providing financial assistance to Grantee to support the Project, SANDAG will not be responsible for Project implementation or hold any substantial control of the Project.

NOW, THEREFORE, it is agreed as follows:

## Section 1. 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. **Agreement.** This Grant Agreement, together with all attachments hereto, which are hereby incorporated into this Agreement and contain additional terms and conditions that are binding upon the parties.
- C. **Approval, Authorization, Concurrence, Waiver.** A written statement (transmitted in written hard copy or electronically) of a SANDAG official authorized to permit the Grantee to take or omit an action required by Agreement, which action may not be taken or omitted without such 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. (See also Notice to Proceed, below at paragraph H in this Section 1.)
- D. **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, scope of work, and schedule is attached hereto as Attachment A.
- E. **CPPW Assistance.** Funding for the CPPW's four pass-through grant programs.
- F. **Grantee.** The entity that is the recipient of CPPW Assistance under this Agreement. If the Grantee enters into agreements with other parties to assist with the implementation of the Project, each participant in, member of, or party to that agreement is deemed a "Sub-Grantee" and for purposes of compliance with applicable requirements of this Agreement for its Project will be treated as a Grantee.
- G. **Maximum Percentage of SANDAG Participation.** Grantee submitted an application and was evaluated based on its representation that it would provide matching funds for the Project. Grantee agrees to provide 16.667 percent or \$10,000 of the Approved Project Budget as matching funds from resources other than the CPPW Assistance. Therefore, the maximum percentage that SANDAG will pay Grantee for amounts invoiced under this Agreement is 83.333 percent or \$50,000, whichever is the lesser of these two amounts.

- H. **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.
- I. **Sub-Grantee.** Any Grantee or consultant, at any tier, paid directly or indirectly with funds flowing from this Agreement for the Project.

## Section 2. 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 project description/scope of work attached 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. SANDAG authorizes Grantee to begin working on the Project, and Grantee agrees to undertake Project work, promptly after receiving a notice to proceed from SANDAG, notwithstanding the effective date of this Agreement.
  - 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 this Agreement and all applicable laws, regulations, and policies pertaining to the Project and the Grantee..
  - 4. **Project Schedule.** The Grantee agrees to complete the Project according to the Project schedule attached hereto as Attachment A and in compliance with the Use It or Lose It policy attached hereto as Attachment B. SANDAG Board Policy No. 035 (Competitive Grant Program Procedures) does not apply to the CPPW Program, including this Agreement.
  - 5. **Project Implementation and Oversight.** Grantee agrees to comply with the Project implementation and oversight requirements attached hereto as Attachment C. Additionally, if Grantee hires a consultant other than on-call consultants provided by SANDAG 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.
  - 6. **Changes to Project Composition.** This Agreement was awarded to Grantee based on the application submitted by Grantee, which contained representations by Grantee regarding the proposed scope of work, and other criteria relevant to evaluating and ranking the Project based on SANDAG's grant evaluation criteria ("project justification"). Any substantive deviation from Grantee's representations in the project justification

during project implementation may require reevaluation or result in loss of funding. If Grantee knows or should know that substantive changes in the project justification have occurred or will occur, Grantee will immediately notify SANDAG. SANDAG will then determine whether the Project is still consistent with the overall objectives of the CPPW Program and that the changes would not have negatively affected the Project ranking during the grant application process. SANDAG reserves the right to have CPPW Assistance withheld or refunded due to substantive changes to the project justification. See Section 9; paragraph F of this Agreement regarding amendments to the scope of work.

- B. Significant Participation by a Sub-Grantee/Consultant.** Although the Grantee may delegate any or almost all Project responsibilities to one or more sub-grantees/consultants, the Grantee agrees that it, rather than any sub-grantee/consultant, is ultimately responsible for compliance with all applicable laws, regulations, this Agreement and all Project performance including the requirement that Grantee's Project must be completed by February 1, 2012.
- C. Grantee's Responsibility to Extend Agreement Requirements to Other Entities**
1. **Entities Affected.** 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, including the requirement that Grantee's Project must be completed by February 1, 2012.
  2. **Documents Affected.** The applicability provisions of laws, regulations, and policies determine the extent to which those provisions affect an entity (such as a sub-grantee) 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.
    - a. **Required Clauses.** The Grantee agrees to use a written document (such as a subagreement, lease, third-party contract, or other), including all appropriate clauses stating the entity's responsibilities under applicable laws, regulations, or policies, including, but not limited to, the pass-through provisions outlined in Attachment E to this Agreement.
    - b. **Flowdown.** The Grantee agrees to include in each document (sub-agreement, lease, third-party contract, or other) any necessary provisions requiring the Project participant (third-party Grantee, sub-grantee, or other) to impose applicable laws, Agreement requirements and directives on its sub-grantees, lessees, third-party Grantees, and other Project participants at the lowest tier necessary.
- D. 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 sub-grantee, lessee, third-party Grantee, or other person or entity that is not a party to this Agreement for the Project, other than making payments(s), from the Grantee's award, to on-call consultants arranged through SANDAG, if applicable, subject to SANDAG's receipt and approval of on-call consultant invoices consistent with Section 5, below.

- E. **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 this Agreement. 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. Grantee further agrees to comply with the Use It or Lose It policy attached hereto as Attachment B.
- F. **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, the 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 sub-grantees.

### Section 3. 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 CPPW Assistance. 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 sub-grantee, lessee, or third-party Grantee at any tier or agent thereof. Such a conflict would arise when an employee, officer, council or 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 the entity selected for award. 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 also shall prohibit its officers, employees, council or 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 Grantees or sub-grantees 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 CPPW Assistance 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 the firm selected 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 Grantee or sub-grantee 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 are specifically prohibited from participating in the selection process when those staff have a close personal relationship, family relationship, or past (within the last twelve [12] months), present, or potential business or employment relationship with a person or business entity seeking a contract. It is unlawful for any contract to be made by SANDAG if any individual board member or staff has a prohibited financial interest in the contract. Staff also is prohibited from soliciting or accepting gratuities from any organization seeking funding from SANDAG. SANDAG's officers, employees, agents, and council or 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 this 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 CPPW Assistance application for the Project.
- D. **False or Fraudulent Statements or Claims.** The Grantee acknowledges and agrees that by executing this 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.

#### **Section 4. 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 this Agreement, except that re-allocation of funds among budget items or fiscal years that does not increase the total amount of the CPPW Assistance awarded for the Project may be made consistent with applicable laws, regulations, and policies. Prior SANDAG approval is required for transfers of funds between Approved Project Budget categories; approval will not be unreasonably withheld.

## Section 5. Payments

- A. **Funding Commitment.** Contingent upon the availability of funding and SANDAG's receipt of satisfactory invoices, the Grantee agrees that SANDAG's maximum commitment for Project costs will not exceed the maximum SANDAG contribution of \$50,000. The responsibility of SANDAG to make payments under this Agreement is limited to the amounts listed in the Approved Project Budget for the Project. Within thirty (30) days of notification to the Grantee that specific amounts are owed to SANDAG, whether for excess payments of CPPW Assistance, failure to comply with the Use It or Lose It policy (Attachment B), disallowed costs, or funds recovered from third parties or elsewhere, the Grantee agrees to remit the owed amounts to SANDAG, including applicable interest, penalties, and administrative charges.
- B. **SANDAG Payment to Grantee.** If Grantee costs are designated in the Approved Project Budget, SANDAG shall pay Grantee on a monthly basis, following receipt and approval of a monthly invoice accompanied by satisfactory documentation of expenses, including the Grantee's pro-rata matching portion incurred on the Project (Please see Section 6(b), below). A sample monthly invoice form is attached hereto as Attachment D. Grantee's monthly invoices are due to SANDAG's Point of Contact, Heather Ream, at [hre@sandag.org](mailto:hre@sandag.org) by the 15th day of each month. Upon receiving a request for payment and adequate supporting information, SANDAG will make payment for eligible amounts to Grantee within thirty (30) days if Grantee has complied with the requirements of this Agreement, has satisfied SANDAG that the CPPW Assistance requested is needed for Project purposes in that requisition period, and is making adequate progress toward Project completion. After the Grantee has demonstrated satisfactory compliance with the preceding requirements, SANDAG will reimburse the Grantee's apparent allowable costs incurred consistent with the Approved Project Budget for the Project. SANDAG shall retain ten percent (10%) from the amounts invoiced until satisfactory completion of work. SANDAG shall promptly pay retention amounts to Grantee following Grantee's satisfactory completion of work, receipt of Grantee's final invoice, and all required documentation.
- C. **Costs Reimbursed.** The Grantee agrees that Project costs eligible for CPPW Assistance must comply with all the following requirements. Except to the extent that SANDAG determines otherwise, in writing, to be eligible for reimbursement, Project costs, including matching funds, must be:
1. Consistent with the Project scope of work, the Approved Project Budget, and other provisions of this Agreement;
  2. Necessary in order to accomplish the Project;
  3. Reasonable for the goods or services purchased, as evidenced by the Grantee's independent cost estimate for the goods/services at issue, along with a record of negotiation with a vendor/supplier;
  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 after the effective date of this Agreement and following Grantee's receipt of a notice to proceed from SANDAG;
6. Satisfactorily documented;
7. Treated consistently in accordance with accounting principles and procedures approved by SANDAG for the Grantee (see Section 6. Accounting Records) and with accounting principles and procedures approved by the Grantee for its third-party Grantees and sub-grantees;
8. Eligible for CPPW Assistance; and
9. Expended allowable indirect costs, including overhead, only if the Grantee has an approved indirect cost allocation plan and prior written approval has been obtained from SANDAG. The Grantee shall annually submit to SANDAG an approved indirect cost allocation plan in accordance with Office of Management and Budget (OMB). If the Grantee does not have an acceptable approved indirect cost allocation plan, then indirect costs are not recoverable and will not be reimbursed.
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.** In determining the amount of CPPW Assistance SANDAG will provide for the Project, SANDAG will exclude:

1. Any Project cost incurred by the Grantee before the effective date of this Agreement or Amendment thereto or before SANDAG issues a Notice to Proceed;
2. Any cost that is not included in the latest Approved Project Budget;
3. Any cost for Project property or services received in connection with a subagreement, lease, third-party contract, or other arrangement that is required to be, but has not been, concurred in or approved in writing by SANDAG; and
4. Any cost ineligible for SANDAG participation as provided by applicable laws, regulations, or policies.

The Grantee understands and agrees that payment to the Grantee for any Project cost does not constitute a final decision by SANDAG about whether that cost is allowable and eligible for payment under the Project and does not constitute a waiver of any violation by the Grantee of the terms of this Agreement for the Project. 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. If SANDAG determines that the Grantee is not entitled to receive any portion of the CPPW Assistance 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 SANDAG as a result of later refunds, corrections, or other similar transactions, nor will Project closeout alter the right by SANDAG to disallow costs and recover funds provided for the Project on the basis of a later audit or other review.

- E. **Duty to Obtain Matching Funds.** The Grantee agrees to provide sufficient funds or approved in-kind contributions, together with the CPPW Assistance awarded, that will assure payment of the actual cost of each Project activity covered by this Agreement for the Project. The amount of matching funds and/or percentage(s) of matching funds, and/or in-kind contributions 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, on a pro-rata basis, at or before the time the matching funds are needed for Project costs. Grantee's monthly invoices must include their pro-rata matching fund contribution as reflected in the Approved Project Budget.
- F. **Maximum Percentage of SANDAG Participation.** Upon receipt of an invoice from Grantee documenting Grantee's incurred and eligible expenses, SANDAG agrees to pay its maximum percentage/amount of SANDAG participation based on the invoiced amount.
- G. **Reduction of Matching Funds.** The Grantee agrees that no refund or reduction of the amount of matching funds, or the value of in-kind contributions may be made unless, at the same time, a reduction of the proportional amount of the CPPW Assistance provided is made to SANDAG in order to maintain the ratio or percentage of SANDAG participation.

## Section 6. 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 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.

## Section 7. Reporting, Record Retention, and Access

- A. **Types of Reports.** The Grantee agrees to submit to SANDAG all reports required by laws and regulations, policies, this Agreement, and any other reports SANDAG may specify. Please note that Attachment E to this Agreement includes additional reporting requirements. Attachment F, to this Agreement, includes the required Monthly ARRA Reporting form, along with instructions to complete this form.
- 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 written 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 (3) 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 Sub-Grantees.** The Grantee agrees to permit, and require its sub-grantees 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 sub-grantees 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.

## **Section 8. Project Completion, Audit, Settlement, and Closeout**

- A. **Project Completion.** Grantee's Project must be completed by February 1, 2012. Grantee agrees to submit a final certification of Project expenses and final reports to SANDAG by no later than February 15, 2012.
- B. **Project Closeout.** Project closeout occurs when SANDAG notifies the Grantee that SANDAG has closed the Project and either forwards the final CPPW Assistance payment or acknowledges that the Grantee has remitted the proper refund to SANDAG. The Grantee agrees that Project closeout by SANDAG does not invalidate any continuing requirements imposed by this Agreement or any unmet requirements set forth in a written notification from SANDAG. All payments made to the Grantee shall be subject to review for compliance by SANDAG with the requirements of this Agreement and may be subject to an audit upon completion of the Project. If Grantee uses CPPW Assistance for indirect costs, any final audit, if performed, will include an indirect cost audit as well.
- C. **Audit of Grantee.** The Grantee agrees to have performed financial and compliance audits SANDAG may require. If the Grantee expends \$500,000 or more of federal grant funds per year, the Grantee is required to have an audit conducted in compliance with Government Auditing Standards which includes the Single Audit Act in accordance with the provisions of OMB Circular A-133, Revised, "Audits of States, Local Governments, and Non-Profit Organizations," the latest OMB A-133 Compliance Supplement for U.S. DOT, and any further revision or supplement thereto. The Grantee shall submit the audit performed in accordance with OMB Circular A-133 (Single Audit) to SANDAG fifteen (15) days after receipt from the independent auditor but no later than nine (9) months after the Grantee's fiscal year end. The Grantee also agrees to obtain any other audits required by SANDAG. The Grantee agrees that these audits will be conducted in accordance with U.S. Government Accountability Office, (U.S. GAO) "Government Auditing Standards." The Grantee agrees that Project closeout will not alter the Grantee's audit responsibilities. Audit costs are allowable Project costs.

## **Section 9. Timely Progress and Right of SANDAG to Terminate**

- A. **Grantee understands that the Project must be completed by February 1, 2012.** Grantee shall make diligent and timely progress toward completion of the Project within the timelines set forth in the Project schedule (Attachment A). If timely progress is not achieved, SANDAG may review the status of the Project to determine if the funds should be reallocated to another eligible project, as per the Use It or Lose It policy (Attachment B). Grantee understands and agrees that any failure to make reasonable progress on the Project or violation of this Agreement that endangers substantial performance of the Project shall provide sufficient grounds for SANDAG to terminate this Agreement for the Project.
- 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 the Use It or Lose It policy, (Attachment B).
- C. Upon written notice, the Grantee agrees that SANDAG may suspend or terminate all or any part of the CPPW Assistance to be provided for the Project if the Grantee has violated the terms of this Agreement or if SANDAG determines that the purposes of the laws or policies authorizing the Project would not be adequately served by the continuation of CPPW Assistance for the Project.
- D. In general, termination of CPPW Assistance 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 CPPW Assistance by failing to make adequate progress or failing to comply with the terms of this Agreement, SANDAG reserves the right to require the Grantee to refund the entire amount of CPPW Assistance provided for the Project or any lesser amount as SANDAG may determine.
- E. Grantee must request and SANDAG must agree to amend this 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 the Use It or Lose It policy (Attachment B).
- F. The grant was awarded based on the application submitted by Grantee with the intention that the awarded funds would be used to implement the Project as described in the scope of work (Attachment A). Any substantive deviation from the scope of work must be approved by SANDAG if grant funds are to be used for such changes. If Grantee believes substantive changes need to be made to the Project, Grantee will immediately notify SANDAG's Project Manager, in writing. SANDAG will then determine whether the Project is still consistent with the overall objectives of the CPPW Program and that the changes would not have negatively affected the Project ranking during the grant application process. SANDAG reserves the right to have CPPW Assistance withheld or refunded due to substantive Project changes.

## **Section 10. 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) 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) days from the postmark date of the reply from SANDAG. 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. SANDAG shall respond to a request for mediation within thirty (30) calendar days. The decision of the Regional Planning Committee shall be final.
- C. **Venue.** If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, litigation and collection expenses, witness fees, and court costs as determined by the court.

## **Section 11. Assignment**

The Grantee agrees that Grantee shall not assign, sublet, or transfer (whether by assignment or novation) this Agreement or any rights under or interest in this Agreement. However, claims for money due to Grantee from SANDAG under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of such assignment or transfer shall be promptly furnished to SANDAG in writing.

## **Section 12. Project Manager**

The Grantee has assigned John A. Lundblad 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 notice to SANDAG.

### **Section 13. 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 indicated in Attachment E, hereto, and 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," naming SANDAG as an additional insured. 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. The policy must include an acceptable "Waiver of Right to Recover From Others Endorsement," naming SANDAG as an additional insured.
- 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. Each insurance policy shall contain a clause which provides that the policy may 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.

### **Section 14. Indemnification and Duty to Defend**

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, council or board members, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to the Grantee's or its sub-grantees' 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 sub-grantees 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 agents, officers, or employees.

### **Section 15. Relationship of Parties**

For purposes of this Agreement, the relationship of the parties is that of independent entities and not as agents of each other or as joint venturers or partners. The parties shall maintain sole and exclusive control over their personnel, agents, consultants, and operations.

### **Section 16. CPPW Program Pass-Through Contract Provisions**

The American Recovery & Reinvestment Act of 2009 (ARRA) project titled Communities Putting Prevention to Work No. 1U58DP002496-01 (the "Grant") was initially awarded to the County of San Diego ("County"). The County awarded a portion of the Grant funds to SANDAG. The County and SANDAG entered into an agreement outlining the terms and conditions under which SANDAG may spend its portion of the Grant funds (County-SANDAG Agreement) (County's Reference No. 532637 and SANDAG's Reference No. 5001467).

SANDAG and the Grantees awarded CPPW Assistance are subject to certain pass-through contract provisions in the County-SANDAG Agreement, described in Attachment E, attached hereto and incorporated herein by this reference. By signing this Agreement, Grantee agrees to comply with the pass-through contract provisions set out in Attachment E. If the terms of this Agreement conflict with a term of the County-SANDAG Agreement, the County-SANDAG Agreement term shall take precedence over this Agreement's terms.

### **Section 17. Severability and Integration**

If any provision of this 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.

### **Section 18. 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: CPPW Program Manager

Grantee: City of Oceanside  
300 North Coast Highway  
Oceanside, CA 92054  
Attn: John A. Lundblad

and shall be effective upon receipt thereof.

**Section 19. 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

**CITY OF OCEANSIDE**

\_\_\_\_\_  
GARY L. GALLEGOS  
Executive Director

\_\_\_\_\_  
PETER A. WEISS  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
JULIA COLEMAN  
Associate Legal Counsel

\_\_\_\_\_  
BARBARA L. HAMILTON  
Assistant City Attorney

**ATTACHMENT A  
APPROVED PROJECT BUDGET, SCOPE OF WORK, AND PROJECT SCHEDULE**

Task	Deliverable	Start and End Date	SANDAG Grant Amount	Match Amount	Total Budget Amount by Task
1. Sign agreement with SANDAG	Agreement signed and approved	Start: 04/25/11 End: 05/20/11	\$1,249.99	\$250.01	\$1,500
2. Review CPPW goals and objectives with partners	Project goals and outcomes defined	Start: 04/25/11 End: 05/20/11	\$1,249.99	\$250.01	\$1,500
3. Complete agreements with partners	Agreements signed and approved	Start: 04/25/11 End: 05/20/11	\$0	\$0	\$0
4. Prepare project design, outreach plan and evaluation plan	Project design and evaluation plan completed	Start: 05/01/11 End: 05/25/11	\$4,166.65	\$833.35	\$5,000
5. Identify advisory panel	Advisory panel established	Start: 04/25/11 End: 05/20/11	\$0	\$0	\$0
6. Plan and hold "kick-off" events for community	Events planned and held	Start: 05/01/11 End: 06/10/11	\$416.66	\$83.34	\$500
7. Plan and do community outreach with surveys and meetings	Community information gathered	Start: 05/15/11 End: 08/31/11	\$8,333.30	\$1,666.70	\$10,000
8. Do research for public health data	Statistical data gathered	Start: 05/15/11 End: 08/31/11	\$1,666.66	\$333.34	\$2,000
9. Do needs assessment and technical analysis	Needs assessment and analysis completed	Start: 05/15/11 End: 08/31/11	\$4,166.65	\$833.35	\$5,000
10. Develop draft policy initiatives	Draft policy initiatives prepared	Start: 09/01/11 End: 10/15/11	\$4,166.65	\$833.35	\$5,000
11. Develop project ideas to implement	Program ideas prepared and shared	Start: 09/01/11 End: 10/15/11	\$4,166.65	\$833.35	\$5,000
12. Complete draft public health component for NRSA Plan	NRSA Plan component completed and shared with residents	Start: 10/01/11 End: 11/15/11	\$4,166.65	\$833.35	\$5,000

13. Present draft policy initiatives to residents, stakeholders & advisors	Meetings held with residents and partners for input	Start: 10/15/11 End: 11/15/11	\$4,166.65	\$833.35	\$5,000
14. Make revisions to policy initiatives and public health component	Final policy and NRSA plan documents prepared	Start: 11/01/11 End: 11/30/11	\$4,166.65	\$833.35	\$5,000
15. Present public health component and policy initiatives to City Council	Material presented to advisory commissions, City Council	Start: 12/01/11 End: 01/15/12	\$2,499.99	\$500.01	\$3,000
16. Obtain City Council action	Policy initiatives adopted	Start: 01/01/12 End: 01/31/12	\$1,666.66	\$333.34	\$2,000
17. Final project evaluation	Evaluation report complete	Start: 01/01/12 End: 01/31/12	\$2,083.54	\$416.46	\$2,500
18. Reporting to SANDAG	Reports accepted	Start: 02/01/12 End: 02/01/12	\$1,666.66	\$333.34	\$2,000
Totals			\$50,000	\$10,000	\$60,000

SANDAG GRANT AWARD AMOUNT	\$50,000 / 83.333%
GRANTEE MATCH AMOUNT	\$10,000 / 16.667%
TOTAL PROJECT AMOUNT	\$60,000

- Please note all projects must be completed by February 1, 2012.
- Grantees are responsible for their timely compliance with all reporting requirements outlined in this Agreement.
- Grantee's monthly ARRA reports are due to SANDAG's Point of Contact (POC) Heather Ream at [hre@sandag.org](mailto:hre@sandag.org) by the 3rd day of each month.
- Grantee's monthly invoices are due to SANDAG's POC Heather Ream at [hre@sandag.org](mailto:hre@sandag.org) by the 15<sup>th</sup> day of each month.
- Grantee's monthly invoices must include their pro-rata matching fund contribution as reflected in the Approved Project Budget.

## ATTACHMENT B USE IT OR LOSE IT POLICY

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### **Project Milestone and Completion Deadlines**

- 1.1. This policy applies to all Communities Putting Prevention to Work (CPPW) grant funds. By signing a grant agreement under the CPPW Program, grant recipients agree to the following project delivery objectives.

**Grantee must sign and return the CPPW grant agreement, and all required insurance documents, to SANDAG within seven (7) calendar days of receiving the grant agreement from SANDAG. Only SANDAG's Project Manager may modify this deadline in a writing delivered to Grantee indicating a revised deadline.**

The Project must be completed according to the schedule provided in the grant agreement, but at the latest, the Project must be complete within ten months following grant agreement signature or February 1, 2012, whichever comes first. Failure to meet this deadline may result in revocation of all grant funds not already expended.

- 1.2. Grant funds made available as a result of this use it or lose it policy may be awarded to the next project on the recommended project priority list from the most recent project selection process, at SANDAG's discretion.

**ATTACHMENT C**  
**PROJECT IMPLEMENTATION AND OVERSIGHT REQUIREMENTS**

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1. **Contact Information:** Grantee must provide SANDAG with contact information for the Grantee's project manager. Grantee must provide SANDAG with updated contact information in a timely manner if there are any changes to staff assigned.
2. **Stakeholder and Community Meetings:** Grantee must provide SANDAG with advance notice (preferably within two [2] weeks) and agendas of all stakeholder and community meetings, and a meeting summary following each meeting. SANDAG staff may attend any meetings as appropriate.
3. **Performance Monitoring:** SANDAG staff may measure the Grantee's Project performance against stated project objectives, and evaluate the overall CPPW 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 Project as appropriate.

# ATTACHMENT D SAMPLE INVOICE

*Communities Putting Prevention to Work (CPPW) Healthy Works™ Grant Program Invoice*  
 SANDAG - County Of San Diego Grant #532637 (5001467) // Catalogue of Federal Domestic Assistance (CFDA) # 93-724

To: Heather Ream  
 SANDAG  
 401 B Street, Suite 800  
 San Diego, CA 92101-4231

Project Name:  
 Contract Number:

From: Name  
 Address

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

Grant Award: \$0.00  
 Balance Remaining: \$0.00

TASK	Description of Activities Completed in the Time Period	Previous Balance			Current MM/DD/YYYY to MM/DD/YYYY			Total Expenses		SANDAG Total		Balance	
		Reimbursed	Match	Total	Staff Costs	Contractor Costs	Other Costs	This Invoice	This Invoice	This Invoice	This Invoice	Match Spent	Remaining
1	Insert Task Description	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
16		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
17		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
18		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
19		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
20		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
21		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
22		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
23		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
24		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
25		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>		\$0.00	\$0.00	\$0.00	\$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!





**ATTACHMENT E**  
**CPPW PROGRAM PASS-THROUGH CONTRACT PROVISIONS**

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Consistent with Section 3, Special Terms and Conditions, of the SANDAG-County Agreement, (5001467) Grantee agrees to comply with the following provisions:

**3.1 AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) OF 2009:**

Funding for the SANDAG-County Agreement has been provided through the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. 111-5. All Grantees, including both prime and sub-grantees, are subject to audit by appropriate federal entities. SANDAG has the right to cancel, terminate, or suspend the Agreement if any sub-grantee, Grantee or sub-grantee fails to comply with the reporting and operational requirements contained herein. Grantee shall comply with all provisions and requirements applicable to contracts funded in whole or in part by ARRA as currently exist as of the effective date of this Agreement and as may be amended in the future, including, without limitation, Pub. L. 111-5, Div. A, Title XVI, § 1605 ("Buy American"), Pub. L. 111-5, Div. A, Title XV, § 1515 ("Access of Offices of Inspector General"), Pub. L. 111-5, Div. A, Title IX, § 902 ("Access of Government Accountability Office"), and Pub. L. 111-5, Div. A, Title XV, § 1553 ("Whistleblower Protections"), and any related regulations or guidance, as applicable.

**3.2 ENFORCEABILITY:**

Grantee agrees that if Grantee or one of its sub-grantees fails to comply with all applicable federal requirements governing the use of ARRA funds, may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to SANDAG under all applicable state and federal laws.

**3.3 PROHIBITION ON USE OF ARRA FUNDS:**

Grantee agrees, in accordance with ARRA, Section 1604, that none of the funds made available under this Agreement may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

**3.4 REQUIRED USE OF AMERICAN IRON, STEEL AND OTHER MANUFACTURED GOODS:**

Grantee agrees that in accordance with ARRA, Section 1605, neither Grantee nor its sub-grantees will use ARRA funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. The Grantee understands that this requirement may

only be waived by the applicable federal agency in limited situations as set out in ARRA, Section 1605.

### 3.5 WAGE RATE REQUIREMENTS:

In accordance with ARRA, Section 1606, the Grantee assures that it and its sub-grantees shall fully comply with said Section and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by Grantee or its sub-grantees on projects funded directly by or assisted in whole or in part by and through the federal government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act). It is understood that the Secretary of Labor has the authority and functions set forth in Reorganization Plan Numbered 14 or 1950 (64 Stat. 1267; 5 U.S.C. App.) and Section 3145 of Title 40, United States Code.

### 3.6 INSPECTION OF RECORDS:

In accordance with ARRA Sections 902, 1514 and 1515, Grantee agrees that it shall permit the State of California, the United States Comptroller General or his/her representative or the appropriate Inspector General appointed under Section 3 or 8G of the United States Inspector General Act of 1978 or his/her representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this Agreement; and (2) interview any officer or employee of Grantee or any of its sub-grantees regarding the activities funded with funds appropriated or otherwise made available by the ARRA. **Grantee shall include this provision in all of its agreements with its sub-grantees from whom the Grantee acquires goods or services in its execution of the ARRA funded work.**

### 3.7 WHISTLEBLOWER PROTECTION:

Grantee agrees that both it and its sub-grantees shall comply with Section 1553 of the ARRA, which prohibits all non-federal Grantees, including SANDAG, and all Grantees of SANDAG, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of an agreement relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency agreement (including the competition for or negotiation of an agreement) awarded or issued relating to ARRA funds. Grantee agrees that it and its sub-grantees shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.

**3.8 FALSE CLAIMS ACT:**

Grantee agrees that it shall promptly notify SANDAG, and shall refer to an appropriate federal inspector general, any credible evidence that a principal, employee, agent, sub-grantee or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.

**3.9 REPORTING REQUIREMENTS:**

Pursuant to Section 1512 of the ARRA, in order for Counties receiving ARRA funds to prepare the required reports, Grantee agrees to provide SANDAG, and SANDAG will then provide the County, with the following information on a monthly basis as requested:

- 3.9.1 The total amount of ARRA funds received by Grantee during the Reporting Period;
- 3.9.2 The amount of ARRA funds that were expended or obligated during the Reporting Period;
- 3.9.3 A detailed list of all projects or activities for which ARRA funds were expended or obligated, including:
  - 3.9.3.1 The name of the project or activity;
  - 3.9.3.2 A description of the project or activity;
  - 3.9.3.3 An evaluation of the completion status of the project or activity; and
  - 3.9.3.4 An estimate of the number of jobs created and/or retained by the project or activity.
- 3.9.4 For any sub-awards equal to or greater than \$25,000:
  - 3.9.4.1 The name of the entity receiving the sub-award;
  - 3.9.4.2 The amount of the sub-award;
  - 3.9.4.3 The transaction type;
  - 3.9.4.4 The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
  - 3.9.4.5 The Program source;
  - 3.9.4.6 An award title descriptive of the purpose of each funding action;
  - 3.9.4.7 The location of the entity receiving the sub-award;

- 3.9.4.8 The primary location of performance under the sub-award, including the city, state, congressional district and country;
- 3.9.4.9 The DUNS number, or name and zip code for the entity headquarters;
- 3.9.4.10 A unique identifier of the entity receiving the sub-award and the parent entity of recipient, should the entity be owned by another;
- 3.9.4.11 The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80 percent or more of its annual gross revenues in Federal awards; 2) \$25M or more in annual gross revenue from Federal awards and; 3) if the public does not have access to information about the compensation of senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of Internal Revenue Code of 1986.

3.9.5 For any contracts of less than \$25,000 or to individuals, the information required above may be reported in the aggregate and requires the certification of an authorized officer of the Grantee that the information contained in the report is accurate.

A Monthly ARRA Reporting form, along with instructions to complete this form, are incorporated herein by this reference in Attachment F. If you have any questions about the Monthly ARRA Reporting form you may contact SANDAG's Michelle Merino at [mme@sandag.org](mailto:mme@sandag.org) or (619) 699.5608.

### 3.10 INVENTIONS.

Grantee shall comply with the standard patent rights clause in 37 CFR 401.14.

### 3.11 PUBLICATIONS.

Publications, journal articles, etc. produced under this Agreement must bear an acknowledgment and disclaimer, as appropriate, such as,

This publication (journal article, etc.) was supported by the Cooperative Agreement Number 1U58DP002496-01 from The Centers for Disease Control and Prevention through the County of San Diego, Health and Human Services Agency. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention.

### 3.12 CONFERENCE DISCLAIMER AND USE OF LOGOS.

#### 3.12.1 Disclaimer.

Where a conference is funded by a grant or cooperative agreement, a subgrant or a contract, the Grantee must include the following statement on conference materials, including promotional materials, agenda, and Internet sites:

Funding for this conference was made possible (in part) by the cooperative agreement award number 1U58DP002496-01 from The Centers for Disease

Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

### 3.12.2 Logos.

Neither the HHS logo nor the CDC logo may be displayed if such display would cause confusion as to the source of the conference or give the false appearance of government endorsement. A non-federal entity unauthorized use of the HHS name or logo is governed by U.S.C. 1320b-10, which prohibits the misuse of the HHS name and emblem in written communication. The appropriate use of the HHS logo is subject to the review and approval of the Office of the Assistant Secretary for Public Affairs (OASPA). Moreover, the Office of the Inspector General has authority to impose civil monetary penalties for violations (42 C.F.R. Part 1003). Neither the HHS logo nor the CDC logo can be used on conference materials, under a grant, cooperative agreement, contract or co-sponsorship agreement without the expressed, written consent of either the Project Officer or Grants Management Officer. It is the responsibility of the Grantee (or recipient of funds under a cooperative agreement) to request consent for the use of the logo in sufficient detail to assure a complete depiction and disclosure of all uses of the government logos, and to assure that in all cases of the use of government logos, the written consent of either the Project Officer or the Grants Management Officer has been received.

### 3.13 EQUIPMENT AND PRODUCTS.

To the greatest extent practicable, all equipment and products purchased with CDC funds should be American-made. CDC defines equipment as tangible non-expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of \$5,000 or more per unit.

### 3.14 TRAFFICKING IN PERSONS.

This Agreement is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term and condition, go to [http://www.cdc.gov/od/pgo/funding/grants/Award\\_Term\\_and\\_Condition\\_for\\_Trafficking\\_in\\_Persons.shtm](http://www.cdc.gov/od/pgo/funding/grants/Award_Term_and_Condition_for_Trafficking_in_Persons.shtm)

### 3.15 LOBBYING STATEMENT.

Federal law prohibits award recipients and their subrecipients from using Federal funds for lobbying Congress or a Federal agency, or to influence legislation or appropriations pending before the Congress or any State or local legislature. This prohibition includes grants/cooperative agreements that, in whole or in part, involve conferences for which Federal funds cannot be used directly or indirectly to encourage participants to lobby or to instruct participants on how to lobby.

Any activity designed to influence action in regard to a particular piece of pending legislation would be considered lobbying. That is, lobbying for or against pending legislation, as well as indirect or grass roots lobbying efforts by award recipients that are directed at inducing members of the public to contact their elected representatives at the federal, State, or local levels to urge support of, or opposition to, pending legislative proposals is prohibited.

Recipients and subrecipients of CDC grants and cooperative agreements need to be careful to prevent CDC funds from being used to influence or promote pending legislation. With respect to conferences, public events, publications, and grassroots activities that relate to specific legislation, recipients and sub-grantees of CDC funds should give close attention to isolating and separating the appropriate use of CDC funds from non-CDC funds.

CDC also cautions recipients and subrecipients of CDC funds to be careful not to give the appearance that CDC funds are being used to carry out activities in a manner that is prohibited under Federal law.

All reported activity under the Project, including Recovery Act reporting, must be activity that is consistent with federal law.

### 3.16 DEPARTMENT OF HEALTH AND HUMAN SERVICES REGULATIONS.

Grantee shall comply with the following, which are incorporated into this Agreement by reference:

- 3.16.1 Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR chapter 60).
- 3.16.2 Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (Applicable to all contracts and subgrants for construction or repair).
- 3.16.3 Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Applicable to construction contracts in excess of \$2000 awarded by Grantees and sub-grantees when required by Federal grant program legislation).
- 3.16.4 Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Applicable to construction contracts awarded by Grantees and sub-grantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).
- 3.16.5 All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (Applicable to contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

- 3.16.6 Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
  - 3.16.7 Pursuant to the Department of Health and Human Services (HHS) notice requirements at 45 CFR 92.36(i)(8)-(9), SANDAG hereby notifies the Grantee that HHS has implemented the following regulations pertaining to patents, copyrights, and rights in data: 37 CFR 401 and 45 CFR 92.34. Under the Communities Putting Prevention to Work Cooperative Agreement, HHS requires the County and SANDAG to submit reports pursuant to Section 1512 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, as well as final performance and financial status reports.
  - 3.16.8 Grantee shall provide access to the County, SANDAG, HHS, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Grantee which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
  - 3.16.9 Grantee shall retain all required records for three years after SANDAG makes final payments and all other pending matters are closed.
  - 3.16.10 Grantee shall comply with all applicable provisions of 45 CFR Part 92 and with all clauses required by Federal statute and executive orders and their implementing regulations, as applicable.
  - 3.16.11 Grantee shall comply with Executive Order 13513. Grantee and its sub-grantees are prohibited both from texting while driving a Government owned vehicle and/or using Government furnished electronic equipment while driving any vehicle. Texting means reading from or entering data into any handheld or other electronic device, including SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. Driving means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary due to traffic, a traffic light, stop sign or otherwise. Driving does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary. Grantee is responsible for ensuring that its sub-grantees are aware of this prohibition and adhere to this prohibition. The requirement may be accessed at: [http://www.cdc.gov/od/pgo/funding/grants/additional\\_req.shtm](http://www.cdc.gov/od/pgo/funding/grants/additional_req.shtm).
- 3.17 Grantee shall include the provisions of this Section 3 in all agreements with sub-grantees

**END OF ARRA PASS-THROUGH PROVISIONS**

**BEGIN PASS-THROUGH PROVISIONS FROM SANDAG-COUNTY GRANT AGREEMENT 5001467**

**4.2.1 Invoices for Reimbursement.**

Grantee shall submit properly executed monthly invoices to SANDAG for reimbursement of allowable costs associated with the work performed in the prior month. Grantee's monthly invoices shall be completed and submitted in accordance with this Agreement and shall include a statement certifying whether it is in compliance with the Debarment and Suspension section of this Agreement.

**DEBARMENT AND SUSPENSION (Section 8.12)**

***As a sub-grantee of federal funds under this Agreement, Grantee certifies that it, its principals, its employees and its sub-grantees:***

- 8.12.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency.
- 8.12.2 Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 8.12.3 Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- 8.12.4 Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

Consistent with Section 4.2.2, and Section 11, Audit and Inspection of Records, of the SANDAG-County Agreement, Grantee/Consultant/Grantee shall maintain supporting documentation of expenses incurred as follows:

SANDAG shall have the audit and inspection rights described in this section.

**11.1 AUDIT AND INSPECTION**

Grantee/Consultant/Grantee agrees to maintain and/or make available within San Diego County accurate books and accounting records relative to all its activities under this Agreement. Authorized Federal, State or SANDAG representatives shall have the right to monitor, assess, or evaluate Grantee's performance pursuant to this Agreement, said monitoring, assessments, or evaluations to include but not limited to audits, inspection of premises, reports, and interviews of project staff and participants.

At any time during normal business hours and as often as SANDAG may deem necessary, Grantee shall make available to SANDAG, State or Federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit SANDAG, State or Federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement.

If any services performed hereunder are not in conformity with the specifications and requirements of this Agreement, SANDAG shall have the right to require the Grantee to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount. When the services to be performed are of such nature that the difference cannot be corrected, SANDAG shall have the right to (1) require Grantee immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event Grantee fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the Agreement, SANDAG shall have the right to either (1) by Agreement or to otherwise have the services performed in conformity with the Agreement specifications and charge to Grantee any cost occasioned to SANDAG that is directly related to the performance of such services, or (2) terminate this Agreement for default as provided in the Termination clause.

#### 11.2 Cost or Pricing Data.

If the Grantee submitted cost or pricing data in connection with the pricing of this Agreement or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, SANDAG shall have the right to examine all books, records, documents and other data of the Grantee related to the negotiation pricing or performance of such Agreement, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.

#### 11.3 Availability.

The materials described above shall be made available at the office of the Grantee, at all reasonable times, for inspection, audit or reproduction, until the expiration of three (3) years from the date of final payment under this Agreement, or by section 11.3.1 and 11.3.2, below:

11.3.1 If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any resulting final settlement.

11.3.2 Records which relate to appeals under the "Disputes" clause of this Agreement, or litigation or the settlement of claims arising out of the performance of this Agreement, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after Agreement completion, whichever is longer.

SANDAG shall keep the materials described above confidential unless otherwise required by law.

### **REGARDING PAYMENT**

**Consistent with Section 4.2.4 of the SANDAG-County Agreement Grantee shall submit its June 2011 invoices no later than June 30, 2011.**

Consistent with Section 4.2.6.1.1 of the SANDAG-County Agreement, unless otherwise set forth in this paragraph, Grantee shall promptly pay its vendors and sub-grantee(s) for satisfactory performance under its subcontract(s) to this Agreement. Such prompt payment shall be no later than thirty (30) days after Grantee receives payment for such services from SANDAG and shall be paid out of such amounts as are paid to Grantee under this Agreement.

Grantee shall include a payment clause conforming to the standards set forth in the preceding paragraph in each of its subcontracts, and shall require each of its sub-grantees to include such a clause in their subcontracts with each lower-tier sub-grantee or supplier.

#### Availability of Funding.

SANDAG's obligation for payment of any Agreement beyond the current fiscal year is contingent upon the availability of funding from which payment can be made. No legal liability on the part of SANDAG shall arise for payment beyond June 30 of the calendar year unless funds are designated by SANDAG and are made available for such performance.

SANDAG shall, in its sole discretion, have the right to terminate or suspend this Agreement or reduce compensation and service levels proportionately upon thirty (30) days' written notice to Grantee in the event that Federal, State or County funding for this Agreement ceases or is reduced prior to the ordinary expiration of the term of this Agreement. In the event of reduction of funding for the Agreement, SANDAG and Grantee shall meet within ten (10) days of written notice to renegotiate this Agreement based upon the modified level of funding. In this case if no Agreement is reached between SANDAG and Grantee within 10 days of the first meeting, either party shall have the right to terminate this Agreement within ten (10) days written notice of termination.

In the event of termination of this Agreement in accordance with the terms of this Section, Grantee shall be entitled to retain all sums paid as of the effective date of such termination, subject to any payment offset to which SANDAG may be entitled, for damages or otherwise, under the terms of this Agreement. In the event of termination of this Agreement pursuant to this Section, in no event shall Grantee be entitled to any loss of profits on the portion of this Agreement so terminated, or to other compensation, benefits, reimbursements or ancillary services other than as herein expressly provided.

#### **REGARDING OWNERSHIP, RECORDS AND REPORTS**

Consistent with Article 13 of the SANDAG-County Agreement, Grantee shall comply with the following terms and conditions related to the use of documents and submission of reports.

##### ***Ownership, Publication, Reproduction and Use of Material***

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of SANDAG, but may be used by the Grantee, its consultants and sub-grantees for purposes that are consistent with the SANDAG-County Agreement and this Agreement. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by Grantee in the United States or in any other country without the express written consent of SANDAG. SANDAG shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.

***Maintenance of Records***

Grantee shall retain all required records for three years after SANDAG makes final payments and all other pending matters are closed.

***Reports***

Grantee shall submit reports required in Exhibit A, Article 3, by this Agreement, and additional reports as may be requested by SANDAG and agreed to by the Grantee. The timely submission of these reports is a necessary and material term and condition of this Agreement and Grantee agrees that failure to meet specified deadlines will be sufficient cause to withhold payment. Grantee shall submit to SANDAG within fourteen (14) calendar days of the termination of this Agreement a report detailing all work done pursuant to this Agreement by Grantee.

**REGARDING INSURANCE**

***Commercial General Liability***

All Commercial General Liability policies shall name the County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. [See County-SANDAG Agreement 5001467, Exhibit B, Section 4], and SANDAG, its directors, officers, agents, and employees as additional insureds as their interests may appear. Consultant waives any rights of subrogation against SANDAG, and the policy form must permit and accept such waiver.

**Deductibles / Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by SANDAG and the County of San Diego's Risk Manager [See County-SANDAG Agreement 5001467 Exhibit B, Section 3]. If a self-insured retention is used, the policy must be endorsed to allow any insured entity to satisfy the retention for the purposes of triggering coverage. Consultant shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects SANDAG, its officers, officials, employees and volunteers. If Consultant is unable to reduce or eliminate such deductibles or retentions, Consultant shall provide a financial guarantee satisfactory to SANDAG guaranteeing payment of losses and related investigations, claim administration and defense expenses.

In accordance with 45 CFR 92.36(e) Grantee shall take the affirmative steps listed therein to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

**REGARDING EVALUATION**

Consistent with Section 7.4 of the County-SANDAG Agreement, Grantee shall work with the County of San Diego's Evaluation Grantee and the County to conduct evaluation activities related to their respective projects as required by the CDC and the County.

## **REGARDING MEDIA/MATERIALS/PUBLICATIONS**

Consistent with Section 7.2 of the County-SANDAG Agreement, any media/materials/publications developed by the Grantee with ARRA funds shall be reviewed and approved by the County. Materials developed (creative source files in electronic or other media) with ARRA funds are property of the County. All items developed shall include language detailed in Section 3.11 or 3.12 of these CPPW Grant Requirements, above, as applicable.

### **7.2.2 Media Communications**

7.2.2.1 Grantee shall send all press releases and media events regarding contracted services to the County for review and approval at least 72 hours in advance. Notification shall be through both email and telephone call to the County's Contracting Officer's Technical Representative ("COTR"): Ms. Adrienne Yancey, MPH, Assistant Deputy Director, Public Health Services 3851 Rosecrans Street, Suite 522 San Diego, CA 92110-3134 Telephone: 619.692-8808; e-mail: [Adrienne.Yancey@sdcounty.ca.gov](mailto:Adrienne.Yancey@sdcounty.ca.gov)

7.2.2.2 Grantee shall include the County HHSA logo on all media communications, as determined by the County.

#### **7.2.2.3 Acknowledgement of Federal Support**

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or part with Federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state:

7.2.2.3.1. The percentage of the total costs of the program or project which will be financed with Federal money,

7.2.2.3.2. The dollar amount of Federal funds for the project or program, and

7.2.2.3.3. Percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

7.2.3 Grantee shall ensure that all resources, printed materials, media, messages, websites and advertisements are culturally competent and age appropriate to the target population that will be reached.

**ATTACHMENT F**



401 B Street, Suite 800, San Diego, CA 92101-4231  
619-699-1900



**AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)  
Contractor MONTHLY EMPLOYMENT REPORT**



**SANDAG ONLY**

Grant   
  Federal Contract   
  Loan   
 Program Source Code (FAS): \_\_\_\_\_   
 Federal Award Number: \_\_\_\_\_

1. SANDAG Contract Number: \_\_\_\_\_      2. Contract Signature Date: \_\_\_\_\_

3. Total Original Contract Value: \_\_\_\_\_      4. Total Amended Contract Value: \_\_\_\_\_

5. Total Payments Received to date: \_\_\_\_\_

6. Project Name: \_\_\_\_\_      7. % Complete: \_\_\_\_\_

8. Project Description: \_\_\_\_\_

9. Contractor DUNS #: \_\_\_\_\_      10. Contractor CCR #: \_\_\_\_\_

11. Contractor Headquarters Zip Code: \_\_\_\_\_      12. Contractor Congressional District: \_\_\_\_\_

13. Contractor Business Name: \_\_\_\_\_

14. Project Location (place of performance)

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City: \_\_\_\_\_      State: \_\_\_\_\_      Zip + 4: \_\_\_\_\_

15. Project Location Congressional District: \_\_\_\_\_

16. Contractor NAICS Codes: \_\_\_\_\_

17. Report Start Date: \_\_\_\_\_      18. Report End Date: \_\_\_\_\_

19. BRIEFLY DESCRIBE THE TYPES OF NEW JOBS CREATED THIS REPORTING PERIOD AS A RESULT OF THIS AWARD:

20.	21. # of Employees	22. # of Employee Hours	23. Total Payroll Paid to Employees
Prime			
Sub(s)			
24. Totals			

25. Print Name and Title: \_\_\_\_\_

26. Signature: \_\_\_\_\_

27. Email Address: \_\_\_\_\_      28. Telephone: \_\_\_\_\_



401 B Street, Suite 800, San Diego, CA 92101-4231  
619-699-1900



## INSTRUCTIONS FOR COMPLETING ARRA CONTRACTOR MONTHLY EMPLOYMENT REPORT

*This report is to be completed monthly by the Prime Contractor on the referenced agreement.  
Reported data includes all Subcontractor employment and payroll information*

*The report is to be faxed to the SANDAG Resident Engineer (RE) no later than the 5th calendar day of the month following the Report End Date.*

- BOX 1: The Contract / Grant / MOU Number assigned to the agreement between the prime contractor and SANDAG.
- BOX 2: The Contract Signature Date
- BOX 3: Total Original Contract Value - Maximum value of the contract when first executed
- BOX 4: Total Contract Value including amendments to cost up to the reporting end date.
- BOX 5: Total Payments prime contractor has received from SANDAG for this project as of the reporting end date.
- BOX 6: Project Name - i.e. "Automated Fare Collection"
- BOX 7: % of the project completed as of end date of the current reporting period
- BOX 8: Brief description of the project - i.e. "Qualcomm Stadium Station PCID Installation"
- BOX 9: DUNS number of the prime contractor
- BOX 10: The Central Contractor Registration number issued through <https://www.bpn.gov/ccr/default.aspx>. Required for all businesses and individuals receiving Recovery funding.
- BOX 11: Zip Code for the headquarters of the prime contractor
- BOX 12: Congressional District in which the headquarters of the prime contractor reside.
- BOX 13: The Business Name of the prime contractor as reflected in your CCR registration.
- BOX 14: Physical Location where most of the work will be done on this contract.
- BOX 15: Congressional District of the Project Location.
- BOX 16: NAICS Codes which apply to this project
- BOX 17: Start Date of the Reporting Period - should always be the first day of the month being reported except initial report which begins on the contract start date.
- BOX 18: Last date of the Reporting period - last date of the month being reported except final report which ends when the award money has been expended.
- BOX 19: Brief description of the new jobs created with the award funds.
- BOX 20: This table reflects the total jobs, hours, and dollars expended in ARRA projects.  
Prime contractors will use the Prime row to report employment data specific to their business.  
Prime contractors will total the employment data for all subcontractors on the contract and insert the data into the row labeled Sub(s).
- BOX 21: Enter the number of employees funded by this award during the reporting period.  
Enter as Full Time Equivalent (FTE) amounts - i.e. 2 full time employees = 2. One half time employee = .5.  
2 Full time, one half time, one quarter time = 2.75
- BOX 22: Enter the total hours of employees paid by the contractor for this project during the reporting period.  
An FTE = 40 per week attributed to work funded by this award.  
If a payroll period is split between months, adjust report to reflect payments made within the reporting month and carryover remaining hours to the following month report.
- BOX 23: Enter the total payroll \$ paid to the employees reported in box 20 and for hours reported in box 21  
If a payroll period is split between months, adjust report to reflect payments made within the reporting month and carryover remaining payroll amount to the following month report
- BOX 24: Sum of Prime and Sub amounts for each category.
- BOX 25-28: Reporting person inserts their contact information and certifies as to report accuracy via signature.

## **COMMUNITIES PUTTING PREVENTION TO WORK**

### **GRANT AGREEMENT NUMBER 5001676 BETWEEN THE SAN DIEGO ASSOCIATION OF GOVERNMENTS AND CITY OF OCEANSIDE REGARDING OCEANSIDE BICYCLE RODEO PROGRAM**

This Grant Agreement Number 5001676 ("Agreement") is made this 29<sup>th</sup> day of April 2011, by and between the San Diego Association of Governments (hereinafter referred to as "SANDAG"), 401 B Street, Suite 800, San Diego, California, 92101, and City of Oceanside, 300 North Coast Highway, Oceanside, California, 92054, (hereinafter referred to as "Grantee").

The following recitals are a substantive part of this Agreement:

- A. Communities Putting Prevention to Work (CPPW) is a program of the County of San Diego Health and Human Services Agency (HHSA) funded by the federal Centers for Disease Control and Prevention through the American Recovery and Reinvestment Act (ARRA) (Catalogue of Federal Domestic Assistance (CFDA) Number 93.724)
- B. The goal of the CPPW program is to expand the use of evidence-based strategies and programs to address obesity rates, physical inactivity, and poor nutrition in the San Diego Region.
- C. SANDAG is partnering with HHSA to implement initiatives relating to transportation and land use planning and policy in the San Diego Region, including the Healthy Communities Campaign and Safe Routes to School implementation, which will provide the following four pass-through grant programs for local planning and implementation projects: Healthy Community Planning Grant Program, Active Community Transportation Grant Program, Safe Routes to School Capacity Building and Planning Grant Program and the Safe Routes to School Education, Encouragement and Enforcement Grant Program.
- D. In December 2010 SANDAG issued a call for projects for grant applicants in San Diego County wishing to apply for a portion of the CPPW funds for use on planning and implementation projects meeting certain criteria under the four pass-through grant programs, described above.
- E. On March 25, 2011, SANDAG's Board of Directors authorized CPPW funds for the following project: Oceanside Bicycle Rodeo Program (hereinafter referred to as the "Project").
- F. The purpose of this Agreement is to establish the terms and conditions for SANDAG to provide Grantee with funding to implement the Project.
- G. Although SANDAG will be providing financial assistance to Grantee to support the Project, SANDAG will not be responsible for Project implementation or hold any substantial control of the Project.

NOW, THEREFORE, it is agreed as follows:

## Section 1. 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. **Agreement.** This Grant Agreement, together with all attachments hereto, which are hereby incorporated into this Agreement and contain additional terms and conditions that are binding upon the parties.
- C. **Approval, Authorization, Concurrence, Waiver.** A written statement (transmitted in written hard copy or electronically) of a SANDAG official authorized to permit the Grantee to take or omit an action required by Agreement, which action may not be taken or omitted without such 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. (See also Notice to Proceed, below at paragraph H in this Section 1.)
- D. **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, scope of work, and schedule is attached hereto as Attachment A.
- E. **CPPW Assistance.** Funding for the CPPW's four pass-through grant programs.
- F. **Grantee.** The entity that is the recipient of CPPW Assistance under this Agreement. If the Grantee enters into agreements with other parties to assist with the implementation of the Project, each participant in, member of, or party to that agreement is deemed a "Sub-Grantee" and for purposes of compliance with applicable requirements of this Agreement for its Project will be treated as a Grantee.
- G. **Maximum Percentage of SANDAG Participation.** Grantee submitted an application and was evaluated based on its representation that it would provide matching funds for the Project. Grantee agrees to provide 44.0058 percent or \$7,860 of the Approved Project Budget as matching funds from resources other than the CPPW Assistance. Therefore, the maximum percentage that SANDAG will pay Grantee for amounts invoiced under this Agreement is 55.9942 percent or \$10,000, whichever is the lesser of these two amounts.
- H. **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.

- I. **Sub-Grantee.** Any Grantee or consultant, at any tier, paid directly or indirectly with funds flowing from this Agreement for the Project.

## Section 2. 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 project description/scope of work attached 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. SANDAG authorizes Grantee to begin working on the Project, and Grantee agrees to undertake Project work, promptly after receiving a notice to proceed from SANDAG, notwithstanding the effective date of this Agreement.
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 this Agreement and all applicable laws, regulations, and policies pertaining to the Project and the Grantee..
4. **Project Schedule.** The Grantee agrees to complete the Project according to the Project schedule attached hereto as Attachment A and in compliance with the Use It or Lose It policy attached hereto as Attachment B. SANDAG Board Policy No. 035 (Competitive Grant Program Procedures) does not apply to the CPPW Program, including this Agreement.
5. **Project Implementation and Oversight.** Grantee agrees to comply with the Project implementation and oversight requirements attached hereto as Attachment C. Additionally, if Grantee hires a consultant other than on-call consultants provided by SANDAG 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.
6. **Changes to Project Composition.** This Agreement was awarded to Grantee based on the application submitted by Grantee, which contained representations by Grantee regarding the proposed scope of work, and other criteria relevant to evaluating and ranking the Project based on SANDAG's grant evaluation criteria ("project justification"). Any substantive deviation from Grantee's representations in the project justification during project implementation may require reevaluation or result in loss of funding. If Grantee knows or should know that substantive changes in the project justification have

occurred or will occur, Grantee will immediately notify SANDAG. SANDAG will then determine whether the Project is still consistent with the overall objectives of the CPPW Program and that the changes would not have negatively affected the Project ranking during the grant application process. SANDAG reserves the right to have CPPW Assistance withheld or refunded due to substantive changes to the project justification. See Section 9; paragraph F of this Agreement regarding amendments to the scope of work.

- B. **Significant Participation by a Sub-Grantee/Consultant.** Although the Grantee may delegate any or almost all Project responsibilities to one or more sub-grantees/consultants, the Grantee agrees that it, rather than any sub-grantee/consultant, is ultimately responsible for compliance with all applicable laws, regulations, this Agreement and all Project performance including the requirement that Grantee's Project must be completed by February 1, 2012.
- C. **Grantee's Responsibility to Extend Agreement Requirements to Other Entities**
1. **Entities Affected.** 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, including the requirement that Grantee's Project must be completed by February 1, 2012.
  2. **Documents Affected.** The applicability provisions of laws, regulations, and policies determine the extent to which those provisions affect an entity (such as a sub-grantee) 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.
    - a. **Required Clauses.** The Grantee agrees to use a written document (such as a subagreement, lease, third-party contract, or other), including all appropriate clauses stating the entity's responsibilities under applicable laws, regulations, or policies, including, but not limited to, the pass-through provisions outlined in Attachment E to this Agreement.
    - b. **Flowdown.** The Grantee agrees to include in each document (sub-agreement, lease, third-party contract, or other) any necessary provisions requiring the Project participant (third-party Grantee, sub-grantee, or other) to impose applicable laws, Agreement requirements and directives on its sub-grantees, lessees, third-party Grantees, and other Project participants at the lowest tier necessary.
- D. **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 sub-grantee, lessee, third-party Grantee, or other person or entity that is not a party to this Agreement for the Project, other than making payments(s), from the Grantee's award, to on-call consultants arranged through SANDAG, if applicable, subject to SANDAG's receipt and approval of on-call consultant invoices consistent with Section 5, below.

- E. **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 this Agreement. 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. Grantee further agrees to comply with the Use It or Lose It policy attached hereto as Attachment B.
- F. **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, the 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 sub-grantees.

### Section 3. 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 CPPW Assistance. 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 sub-grantee, lessee, or third-party Grantee at any tier or agent thereof. Such a conflict would arise when an employee, officer, council or 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 the entity selected for award. 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 also shall prohibit its officers, employees, council or 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 Grantees or sub-grantees 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 CPPW Assistance 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 the firm selected 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 Grantee or sub-grantee 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 are specifically prohibited from participating in the selection process when those staff have a close personal relationship, family relationship, or past (within the last twelve [12] months), present, or potential business or employment relationship with a person or business entity seeking a contract. It is unlawful for any contract to be made by SANDAG if any individual board member or staff has a prohibited financial interest in the contract. Staff also is prohibited from soliciting or accepting gratuities from any organization seeking funding from SANDAG. SANDAG's officers, employees, agents, and council or 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 this 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 CPPW Assistance application for the Project.
- D. **False or Fraudulent Statements or Claims.** The Grantee acknowledges and agrees that by executing this 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.

#### **Section 4. 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 this Agreement, except that re-allocation of funds among budget items or fiscal years that does not increase the total amount of the CPPW Assistance awarded for the Project may be made consistent with applicable laws, regulations, and policies. Prior SANDAG approval is required for transfers of funds between Approved Project Budget categories; approval will not be unreasonably withheld.

## Section 5. Payments

- A. **Funding Commitment.** Contingent upon the availability of funding and SANDAG's receipt of satisfactory invoices, the Grantee agrees that SANDAG's maximum commitment for Project costs will not exceed the maximum SANDAG contribution of \$10,000. The responsibility of SANDAG to make payments under this Agreement is limited to the amounts listed in the Approved Project Budget for the Project. Within thirty (30) days of notification to the Grantee that specific amounts are owed to SANDAG, whether for excess payments of CPPW Assistance, failure to comply with the Use It or Lose It policy (Attachment B), disallowed costs, or funds recovered from third parties or elsewhere, the Grantee agrees to remit the owed amounts to SANDAG, including applicable interest, penalties, and administrative charges.
- B. **SANDAG Payment to Grantee.** If Grantee costs are designated in the Approved Project Budget, SANDAG shall pay Grantee on a monthly basis, following receipt and approval of a monthly invoice accompanied by satisfactory documentation of expenses, including the Grantee's pro-rata matching portion incurred on the Project (Please see Section 6(b), below). A sample monthly invoice form is attached hereto as Attachment D. Grantee's monthly invoices are due to SANDAG's Point of Contact, Heather Ream, at [hre@sandag.org](mailto:hre@sandag.org) by the 15th day of each month. Upon receiving a request for payment and adequate supporting information, SANDAG will make payment for eligible amounts to Grantee within thirty (30) days if Grantee has complied with the requirements of this Agreement, has satisfied SANDAG that the CPPW Assistance requested is needed for Project purposes in that requisition period, and is making adequate progress toward Project completion. After the Grantee has demonstrated satisfactory compliance with the preceding requirements, SANDAG will reimburse the Grantee's apparent allowable costs incurred consistent with the Approved Project Budget for the Project. SANDAG shall retain ten percent (10%) from the amounts invoiced until satisfactory completion of work. SANDAG shall promptly pay retention amounts to Grantee following Grantee's satisfactory completion of work, receipt of Grantee's final invoice, and all required documentation.
- C. **Costs Reimbursed.** The Grantee agrees that Project costs eligible for CPPW Assistance must comply with all the following requirements. Except to the extent that SANDAG determines otherwise, in writing, to be eligible for reimbursement, Project costs, including matching funds, must be:
1. Consistent with the Project scope of work, the Approved Project Budget, and other provisions of this Agreement;
  2. Necessary in order to accomplish the Project;
  3. Reasonable for the goods or services purchased, as evidenced by the Grantee's independent cost estimate for the goods/services at issue, along with a record of negotiation with a vendor/supplier;
  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 after the effective date of this Agreement and following Grantee's receipt of a notice to proceed from SANDAG;
  6. Satisfactorily documented;
  7. Treated consistently in accordance with accounting principles and procedures approved by SANDAG for the Grantee (see Section 6. Accounting Records) and with accounting principles and procedures approved by the Grantee for its third-party Grantees and sub-grantees;
  8. Eligible for CPPW Assistance; and
  9. Expended allowable indirect costs, including overhead, only if the Grantee has an approved indirect cost allocation plan and prior written approval has been obtained from SANDAG. The Grantee shall annually submit to SANDAG an approved indirect cost allocation plan in accordance with Office of Management and Budget (OMB). If the Grantee does not have an acceptable approved indirect cost allocation plan, then indirect costs are not recoverable and will not be reimbursed.
  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.** In determining the amount of CPPW Assistance SANDAG will provide for the Project, SANDAG will exclude:
1. Any Project cost incurred by the Grantee before the effective date of this Agreement or Amendment thereto or before SANDAG issues a Notice to Proceed;
  2. Any cost that is not included in the latest Approved Project Budget;
  3. Any cost for Project property or services received in connection with a subagreement, lease, third-party contract, or other arrangement that is required to be, but has not been, concurred in or approved in writing by SANDAG; and
  4. Any cost ineligible for SANDAG participation as provided by applicable laws, regulations, or policies.

The Grantee understands and agrees that payment to the Grantee for any Project cost does not constitute a final decision by SANDAG about whether that cost is allowable and eligible for payment under the Project and does not constitute a waiver of any violation by the Grantee of the terms of this Agreement for the Project. 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. If SANDAG determines that the Grantee is not entitled to receive any portion of the CPPW Assistance 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 SANDAG as a result of later refunds, corrections, or other similar transactions, nor will Project closeout alter the right by SANDAG to disallow costs and recover funds provided for the Project on the basis of a later audit or other review.

- E. **Duty to Obtain Matching Funds.** The Grantee agrees to provide sufficient funds or approved in-kind contributions, together with the CPPW Assistance awarded, that will assure payment of the actual cost of each Project activity covered by this Agreement for the Project. The amount of matching funds and/or percentage(s) of matching funds, and/or in-kind contributions 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, on a pro-rata basis, at or before the time the matching funds are needed for Project costs. Grantee's monthly invoices must include their pro-rata matching fund contribution as reflected in the Approved Project Budget.
- F. **Maximum Percentage of SANDAG Participation.** Upon receipt of an invoice from Grantee documenting Grantee's incurred and eligible expenses, SANDAG agrees to pay its maximum percentage/amount of SANDAG participation based on the invoiced amount.
- G. **Reduction of Matching Funds.** The Grantee agrees that no refund or reduction of the amount of matching funds, or the value of in-kind contributions may be made unless, at the same time, a reduction of the proportional amount of the CPPW Assistance provided is made to SANDAG in order to maintain the ratio or percentage of SANDAG participation.

## Section 6. 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 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.

## Section 7. Reporting, Record Retention, and Access

- A. **Types of Reports.** The Grantee agrees to submit to SANDAG all reports required by laws and regulations, policies, this Agreement, and any other reports SANDAG may specify. Please note that Attachment E to this Agreement includes additional reporting requirements. Attachment F, to this Agreement, includes the required Monthly ARRA Reporting form, along with instructions to complete this form.
- 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 written 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 (3) 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 Sub-Grantees.** The Grantee agrees to permit, and require its sub-grantees 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 sub-grantees 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.

## **Section 8. Project Completion, Audit, Settlement, and Closeout**

- A. **Project Completion.** Grantee's Project must be completed by February 1, 2012. Grantee agrees to submit a final certification of Project expenses and final reports to SANDAG by no later than February 15, 2012.
- B. **Project Closeout.** Project closeout occurs when SANDAG notifies the Grantee that SANDAG has closed the Project and either forwards the final CPPW Assistance payment or acknowledges that the Grantee has remitted the proper refund to SANDAG. The Grantee agrees that Project closeout by SANDAG does not invalidate any continuing requirements imposed by this Agreement or any unmet requirements set forth in a written notification from SANDAG. All payments made to the Grantee shall be subject to review for compliance by SANDAG with the requirements of this Agreement and may be subject to an audit upon completion of the Project. If Grantee uses CPPW Assistance for indirect costs, any final audit, if performed, will include an indirect cost audit as well.
- C. **Audit of Grantee.** The Grantee agrees to have performed financial and compliance audits SANDAG may require. If the Grantee expends \$500,000 or more of federal grant funds per year, the Grantee is required to have an audit conducted in compliance with Government Auditing Standards which includes the Single Audit Act in accordance with the provisions of OMB Circular A-133, Revised, "Audits of States, Local Governments, and Non-Profit Organizations," the latest OMB A-133 Compliance Supplement for U.S. DOT, and any further revision or supplement thereto. The Grantee shall submit the audit performed in accordance with OMB Circular A-133 (Single Audit) to SANDAG fifteen (15) days after receipt from the independent auditor but no later than nine (9) months after the Grantee's fiscal year end. The Grantee also agrees to obtain any other audits required by SANDAG. The Grantee agrees that these audits will be conducted in accordance with U.S. Government Accountability Office, (U.S. GAO) "Government Auditing Standards." The Grantee agrees that Project closeout will not alter the Grantee's audit responsibilities. Audit costs are allowable Project costs.

## Section 9. Timely Progress and Right of SANDAG to Terminate

- A. **Grantee understands that the Project must be completed by February 1, 2012.** Grantee shall make diligent and timely progress toward completion of the Project within the timelines set forth in the Project schedule (Attachment A). If timely progress is not achieved, SANDAG may review the status of the Project to determine if the funds should be reallocated to another eligible project, as per the Use It or Lose It policy (Attachment B). Grantee understands and agrees that any failure to make reasonable progress on the Project or violation of this Agreement that endangers substantial performance of the Project shall provide sufficient grounds for SANDAG to terminate this Agreement for the Project.
- 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 the Use It or Lose It policy, (Attachment B).
- C. Upon written notice, the Grantee agrees that SANDAG may suspend or terminate all or any part of the CPPW Assistance to be provided for the Project if the Grantee has violated the terms of this Agreement or if SANDAG determines that the purposes of the laws or policies authorizing the Project would not be adequately served by the continuation of CPPW Assistance for the Project.
- D. In general, termination of CPPW Assistance 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 CPPW Assistance by failing to make adequate progress or failing to comply with the terms of this Agreement, SANDAG reserves the right to require the Grantee to refund the entire amount of CPPW Assistance provided for the Project or any lesser amount as SANDAG may determine.
- E. Grantee must request and SANDAG must agree to amend this 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 the Use It or Lose It policy (Attachment B).
- F. The grant was awarded based on the application submitted by Grantee with the intention that the awarded funds would be used to implement the Project as described in the scope of work (Attachment A). Any substantive deviation from the scope of work must be approved by SANDAG if grant funds are to be used for such changes. If Grantee believes substantive changes need to be made to the Project, Grantee will immediately notify SANDAG's Project Manager, in writing. SANDAG will then determine whether the Project is still consistent with the overall objectives of the CPPW Program and that the changes would not have negatively affected the Project ranking during the grant application process. SANDAG reserves the right to have CPPW Assistance withheld or refunded due to substantive Project changes.

## **Section 10. 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) 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) days from the postmark date of the reply from SANDAG. 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. SANDAG shall respond to a request for mediation within thirty (30) calendar days. The decision of the Regional Planning Committee shall be final.
- C. **Venue.** If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, litigation and collection expenses, witness fees, and court costs as determined by the court.

## **Section 11. Assignment**

The Grantee agrees that Grantee shall not assign, sublet, or transfer (whether by assignment or novation) this Agreement or any rights under or interest in this Agreement. However, claims for money due to Grantee from SANDAG under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of such assignment or transfer shall be promptly furnished to SANDAG in writing.

## **Section 12. Project Manager**

The Grantee has assigned Darra Woods 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 notice to SANDAG.

### **Section 13. 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 indicated in Attachment E, hereto, and 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," naming SANDAG as an additional insured. 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. The policy must include an acceptable "Waiver of Right to Recover From Others Endorsement," naming SANDAG as an additional insured.
- 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. Each insurance policy shall contain a clause which provides that the policy may 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.

### **Section 14. Indemnification and Duty to Defend**

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, council or board members, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to the Grantee's or its sub-grantees' 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 sub-grantees 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 agents, officers, or employees.

### **Section 15. Relationship of Parties**

For purposes of this Agreement, the relationship of the parties is that of independent entities and not as agents of each other or as joint venturers or partners. The parties shall maintain sole and exclusive control over their personnel, agents, consultants, and operations.

### **Section 16. CPPW Program Pass-Through Contract Provisions**

The American Recovery & Reinvestment Act of 2009 (ARRA) project titled Communities Putting Prevention to Work No. 1U58DP002496-01 (the "Grant") was initially awarded to the County of San Diego ("County"). The County awarded a portion of the Grant funds to SANDAG. The County and SANDAG entered into an agreement outlining the terms and conditions under which SANDAG may spend its portion of the Grant funds (County-SANDAG Agreement) (County's Reference No. 532637 and SANDAG's Reference No. 5001467).

SANDAG and the Grantees awarded CPPW Assistance are subject to certain pass-through contract provisions in the County-SANDAG Agreement, described in Attachment E, attached hereto and incorporated herein by this reference. By signing this Agreement, Grantee agrees to comply with the pass-through contract provisions set out in Attachment E. If the terms of this Agreement conflict with a term of the County-SANDAG Agreement, the County-SANDAG Agreement term shall take precedence over this Agreement's terms.

### **Section 17. Severability and Integration**

If any provision of this 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.

### **Section 18. 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:

Grantee Name: City of Oceanside

Grant No.: 5001676

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

Grantee: City of Oceanside  
300 North Coast Highway  
Oceanside, CA 92054  
Attn: Darra Woods

and shall be effective upon receipt thereof.

**Section 19. 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

**CITY OF OCEANSIDE**

\_\_\_\_\_  
GARY L. GALLEGOS  
Executive Director

\_\_\_\_\_  
PETER A. WEISS  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
JULIA COLEMAN  
Associate Legal Counsel

\_\_\_\_\_  
BARBARA L. HAMILTON  
Assistant City Attorney

**ATTACHMENT A  
APPROVED PROJECT BUDGET, SCOPE OF WORK, AND PROJECT SCHEDULE**

Task	Deliverable	Start and End Date	SANDAG Grant Amount	Match Amount	Total Budget Amount by Task
<b>1.0 Project Initiation</b>					
1.1	Initiate Agreement with O.U.S.D <sup>1</sup>	Start: 05/1/11	\$111.99	\$88.01	\$200.00
1.2	Project Planning <sup>1</sup>		\$55.99	\$44.01	\$100.00
1.3	Project Management <sup>2</sup>	End: 05/31/11	\$712.25	\$559.75	\$1,272.00
1.4	<b>Finalized Project Initiation</b>				
<b>2. Rodeo #1</b>					
2.1	Student Outreach --Principals promote, educate, & encourage participation in the Bike Rodeos <sup>3</sup>	Start: 05/1/11	\$0.00	\$0.00	\$ 0.00
2.2	Purchase Supplies <sup>4</sup>		\$933.14	\$733.36	\$1,666.50
2.3	Instruction <sup>2,5</sup>		\$474.83	\$373.17	\$848.00
2.4	Review & Summarize Rodeo Outcome <sup>1</sup>	End: 05/31/11	\$42	\$33.00	\$75.00
2.5	<b>Completion of Bike Rodeo<sup>6</sup> #1</b>				
<b>3. Rodeo #2</b>					
3.1	Student Outreach --Principals promote, educate, & encourage participation in the Bike Rodeos <sup>3</sup>	Start: 06/1/11	\$0.00	\$0.00	\$ 0.00
3.2	Purchase Supplies <sup>4</sup>		\$933.14	\$733.36	\$1,666.50
3.3	Instruction <sup>2,5</sup>		\$474.83	\$373.17	\$848.00
3.4	Review & Summarize Rodeo Outcome <sup>1</sup>	End: 06/31/11	\$42	\$33.00	\$75.00
3.5	<b>Completion of Bike Rodeo<sup>6</sup> #2</b>				
<b>4. Rodeo #3</b>					
4.1	Student Outreach --Principals promote, educate, & encourage participation in the Bike Rodeos <sup>3</sup>	Start: 09/1/11	\$0.00	\$0.00	\$ 0.00
4.2	Purchase Supplies <sup>4</sup>		\$933.14	\$733.36	\$1,666.50
4.3	Instruction <sup>2,5</sup>		\$474.83	\$373.17	\$848.00
4.4	Review & Summarize Rodeo Outcome <sup>1</sup>	End: 09/30/11	\$42	\$33.00	\$75.00
4.5	<b>Completion of Bike Rodeo<sup>6</sup> #3</b>				

Rodeo #	Activity	Start	End	Amount	Total
5. Rodeo #4	5.1 Student Outreach –Principals promote, educate, & encourage participation in the Bike Rodeos <sup>3</sup>	10/1/11		\$0.00	\$0.00
	5.2 Purchase Supplies <sup>4</sup>			\$933.14	\$1,666.50
	5.3 Instruction <sup>2,5</sup>			\$474.83	\$848.00
	5.4 Review & Summarize Rodeo Outcome <sup>1</sup>	10/30/11		\$42	\$75.00
	5.5 <b>Completion of Bike Rodeo<sup>6</sup> #4</b>				
6. Rodeo #5	6.1 Student Outreach –Principals promote, educate, & encourage participation in the Bike Rodeos <sup>3</sup>	11/1/11		\$0.00	\$0.00
	6.2 Purchase Supplies <sup>4</sup>			\$933.14	\$1,666.50
	6.3 Instruction <sup>2,5</sup>			\$474.83	\$848.00
	6.4 Review & Summarize Rodeo Outcome <sup>1</sup>	11/30/11		\$42	\$75.00
	6.5 <b>Completion of Bike Rodeo<sup>6</sup> #5</b>				
7. Rodeo #6	7.1 Student Outreach –Principals promote, educate, & encourage participation in the Bike Rodeos <sup>3</sup>	12/1/11		\$0.00	\$0.00
	7.2 Purchase Supplies <sup>4</sup>			\$933.14	\$1,666.50
	7.3 Instruction <sup>2,5</sup>			\$474.83	\$848.00
	7.4 Review & Summarize Rodeo Outcome <sup>1</sup>	12/31/11		\$42	\$75.00
	7.5 <b>Completion of Bike Rodeo<sup>6</sup> #6</b>				
8. Evaluation & Reporting	8.1 Final Report <sup>1</sup>	01/1/12	01/31/12	\$419.95	\$750.00
	<b>Project Completion</b>				
<b>TOTALS</b>				<b>\$10,000</b>	<b>\$7,859</b>

**Note: Cost Breakdown Additional Notes:**

<sup>1</sup> City of Oceanside staff time/ grant management (\$50.00 per hour @ 30 hours = \$1,500.00 in kind contributions)

<sup>2</sup> Oceanside Bicycle Committee volunteer hours based on state hourly rate of approximately \$26.50 per hour

<sup>3</sup> Student outreach will be the responsibility of each of the schools

<sup>4</sup> Supply costs are based on prior bicycle safety rodeo expenses (Supplies include helmets, educational booklets, bike parts, and nutritional snacks)

<sup>5</sup> Bicycle Rodeo instructions will be performed by volunteer, League of American Bicyclists, League Certified Instructors (LCI's)

<sup>6</sup> Goal approximately 100 students per bike rodeo

SANDAG Grant Award Amount	\$10,000 / 55.9942%
Grantee Match Amount	\$ 7,859 / 44.0058%
<b>TOTAL PROJECT AMOUNT</b>	<b>\$17,859</b>

- Please note all projects must be completed by February 1, 2012.
- Grantees are responsible for their timely compliance with all reporting requirements outlined in this Agreement.
- Grantee's monthly ARRA reports are due to SANDAG's Point of Contact (POC) Heather Ream at [hre@sandag.org](mailto:hre@sandag.org) by the 3rd day of each month.
- Grantee's monthly invoices are due to SANDAG's POC Heather Ream at [hre@sandag.org](mailto:hre@sandag.org) by the 15<sup>th</sup> day of each month.
- Grantee's monthly invoices must include their pro-rata matching fund contribution as reflected in the Approved Project Budget.

## ATTACHMENT B USE IT OR LOSE IT POLICY

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### **Project Milestone and Completion Deadlines**

- 1.1. This policy applies to all Communities Putting Prevention to Work (CPPW) grant funds. By signing a grant agreement under the CPPW Program, grant recipients agree to the following project delivery objectives.

**Grantee must sign and return the CPPW grant agreement, and all required insurance documents, to SANDAG within seven (7) calendar days of receiving the grant agreement from SANDAG. Only SANDAG's Project Manager may modify this deadline in a writing delivered to Grantee indicating a revised deadline.**

The Project must be completed according to the schedule provided in the grant agreement, but at the latest, the Project must be complete within ten months following grant agreement signature or February 1, 2012, whichever comes first. Failure to meet this deadline may result in revocation of all grant funds not already expended.

- 1.2. Grant funds made available as a result of this use it or lose it policy may be awarded to the next project on the recommended project priority list from the most recent project selection process, at SANDAG's discretion.

**ATTACHMENT C**  
**PROJECT IMPLEMENTATION AND OVERSIGHT REQUIREMENTS**

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1. **Contact Information:** Grantee must provide SANDAG with contact information for the Grantee's project manager. Grantee must provide SANDAG with updated contact information in a timely manner if there are any changes to staff assigned.
2. **Stakeholder and Community Meetings:** Grantee must provide SANDAG with advance notice (preferably within two [2] weeks) and agendas of all stakeholder and community meetings, and a meeting summary following each meeting. SANDAG staff may attend any meetings as appropriate.
3. **Performance Monitoring:** SANDAG staff may measure the Grantee's Project performance against stated project objectives, and evaluate the overall CPPW 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 Project as appropriate.

# ATTACHMENT D SAMPLE INVOICE

COMMUNITIES BUILDING PREVENTION TO WORK (C-BPW) HEALTHY WORKS™ Grant Program Invoice  
 SANDAG - County Of San Diego Grant #637637 (6801467) / Catalogue of Federal Domestic Assistance (CFDA) # 93-774

To:  
 Heather Rasm  
 SANDAG  
 401 D Street, Suite 000  
 San Diego, CA 92101-4231

Project Name:  
 Contract Number:

Grant Invoice Number: #  
 Billing Period: HY0M IO  
 Invoice Date: UATC

From:

Grant Award: \$0.00  
 Balance Remaining: \$0.00

TASK	Description of Activities Completed in the Billing Period Insert Description	Previous Balance		Total	Current MM/DD/YYYY to MM/DD/YYYY			Total Expenses	SANDAG Total	Match Spent	Balance
		Reimbursed	Match		Start Dates	Contractual Costs	Other Costs				
1	Insert Task	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
16		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
17		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
18		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
19		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
20		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
21		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
22		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
23		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
24		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
25		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>		\$0.00	\$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!

Other Costs (Column G)	Describe Expenses:	Project Budget	SANDAG Grant	Match	Total
Task 1		Task 1	\$0.00	\$0.00	\$0.00
Task 2		Task 2	\$0.00	\$0.00	\$0.00
Task 3		Task 3	\$0.00	\$0.00	\$0.00
Task 4		Task 4	\$0.00	\$0.00	\$0.00
		Task 5			\$0.00
		Task 6			\$0.00
		Task 7			\$0.00
		Task 8			\$0.00
		Task 9			\$0.00
		Task 10			\$0.00
		Task 11			\$0.00
		Task 12			\$0.00
		Task 13			\$0.00
		Task 14			\$0.00
		Task 15			\$0.00
		Task 16			\$0.00
		Task 17			\$0.00
		Task 18			\$0.00
		Task 19			\$0.00
		Task 20			\$0.00
		Task 21			\$0.00
		Task 22			\$0.00
		Task 23			\$0.00
		Task 24			\$0.00
		Task 25			\$0.00
		<b>TOTAL</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
		Required Match %	#DIV/0!		

Grantee's monthly invoices must include their pro-rata matching fund contribution as reflected in the Approved Project Budget.

**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, including, if applicable, SANDAG-supplied on-call consultant services.

I further certify, under penalty of perjury under the laws of the State of California, that no employee providing services under the terms and conditions of this contract is currently listed on the GSA Excluded Parties Listing or the OIG List of Excluded Individuals/Firmes.

Signature

Printed Name and Title

Date



## **ATTACHMENT E CPPW PROGRAM PASS-THROUGH CONTRACT PROVISIONS**

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Consistent with Section 3, Special Terms and Conditions, of the SANDAG-County Agreement, (5001467) Grantee agrees to comply with the following provisions:

### **3.1 AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) OF 2009:**

Funding for the SANDAG-County Agreement has been provided through the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. 111-5. All Grantees, including both prime and sub-grantees, are subject to audit by appropriate federal entities. SANDAG has the right to cancel, terminate, or suspend the Agreement if any sub-grantee, Grantee or sub-grantee fails to comply with the reporting and operational requirements contained herein. Grantee shall comply with all provisions and requirements applicable to contracts funded in whole or in part by ARRA as currently exist as of the effective date of this Agreement and as may be amended in the future, including, without limitation, Pub. L. 111-5, Div. A, Title XVI, § 1605 ("Buy American"), Pub. L. 111-5, Div. A, Title XV, § 1515 ("Access of Offices of Inspector General"), Pub. L. 111-5, Div. A, Title IX, § 902 ("Access of Government Accountability Office"), and Pub. L. 111-5, Div. A, Title XV, § 1553 ("Whistleblower Protections"), and any related regulations or guidance, as applicable.

### **3.2 ENFORCEABILITY:**

Grantee agrees that if Grantee or one of its sub-grantees fails to comply with all applicable federal requirements governing the use of ARRA funds, may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to SANDAG under all applicable state and federal laws.

### **3.3 PROHIBITION ON USE OF ARRA FUNDS:**

Grantee agrees, in accordance with ARRA, Section 1604, that none of the funds made available under this Agreement may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

### **3.4 REQUIRED USE OF AMERICAN IRON, STEEL AND OTHER MANUFACTURED GOODS:**

Grantee agrees that in accordance with ARRA, Section 1605, neither Grantee nor its sub-grantees will use ARRA funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. The Grantee understands that this requirement may

only be waived by the applicable federal agency in limited situations as set out in ARRA, Section 1605.

### 3.5 WAGE RATE REQUIREMENTS:

In accordance with ARRA, Section 1606, the Grantee assures that it and its sub-grantees shall fully comply with said Section and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by Grantee or its sub-grantees on projects funded directly by or assisted in whole or in part by and through the federal government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act). It is understood that the Secretary of Labor has the authority and functions set forth in Reorganization Plan Numbered 14 or 1950 (64 Stat. 1267; 5 U.S.C. App.) and Section 3145 of Title 40, United States Code.

### 3.6 INSPECTION OF RECORDS:

In accordance with ARRA Sections 902, 1514 and 1515, Grantee agrees that it shall permit the State of California, the United States Comptroller General or his/her representative or the appropriate Inspector General appointed under Section 3 or 8G of the United States Inspector General Act of 1978 or his/her representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this Agreement; and (2) interview any officer or employee of Grantee or any of its sub-grantees regarding the activities funded with funds appropriated or otherwise made available by the ARRA. **Grantee shall include this provision in all of its agreements with its sub-grantees from whom the Grantee acquires goods or services in its execution of the ARRA funded work.**

### 3.7 WHISTLEBLOWER PROTECTION:

Grantee agrees that both it and its sub-grantees shall comply with Section 1553 of the ARRA, which prohibits all non-federal Grantees, including SANDAG, and all Grantees of SANDAG, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of an agreement relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency agreement (including the competition for or negotiation of an agreement) awarded or issued relating to ARRA funds. Grantee agrees that it and its sub-grantees shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.

**3.8 FALSE CLAIMS ACT:**

Grantee agrees that it shall promptly notify SANDAG, and shall refer to an appropriate federal inspector general, any credible evidence that a principal, employee, agent, sub-grantee or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.

**3.9 REPORTING REQUIREMENTS:**

Pursuant to Section 1512 of the ARRA, in order for Counties receiving ARRA funds to prepare the required reports, Grantee agrees to provide SANDAG, and SANDAG will then provide the County, with the following information on a monthly basis as requested:

- 3.9.1 The total amount of ARRA funds received by Grantee during the Reporting Period;
- 3.9.2 The amount of ARRA funds that were expended or obligated during the Reporting Period;
- 3.9.3 A detailed list of all projects or activities for which ARRA funds were expended or obligated, including:
  - 3.9.3.1 The name of the project or activity;
  - 3.9.3.2 A description of the project or activity;
  - 3.9.3.3 An evaluation of the completion status of the project or activity; and
  - 3.9.3.4 An estimate of the number of jobs created and/or retained by the project or activity.
- 3.9.4 For any sub-awards equal to or greater than \$25,000:
  - 3.9.4.1 The name of the entity receiving the sub-award;
  - 3.9.4.2 The amount of the sub-award;
  - 3.9.4.3 The transaction type;
  - 3.9.4.4 The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
  - 3.9.4.5 The Program source;
  - 3.9.4.6 An award title descriptive of the purpose of each funding action;
  - 3.9.4.7 The location of the entity receiving the sub-award;

- 3.9.4.8 The primary location of performance under the sub-award, including the city, state, congressional district and country;
- 3.9.4.9 The DUNS number, or name and zip code for the entity headquarters;
- 3.9.4.10 A unique identifier of the entity receiving the sub-award and the parent entity of recipient, should the entity be owned by another;
- 3.9.4.11 The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80 percent or more of its annual gross revenues in Federal awards; 2) \$25M or more in annual gross revenue from Federal awards and; 3) if the public does not have access to information about the compensation of senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of Internal Revenue Code of 1986.

3.9.5 For any contracts of less than \$25,000 or to individuals, the information required above may be reported in the aggregate and requires the certification of an authorized officer of the Grantee that the information contained in the report is accurate.

A Monthly ARRA Reporting form, along with instructions to complete this form, are incorporated herein by this reference in Attachment F. If you have any questions about the Monthly ARRA Reporting form you may contact SANDAG's Michelle Merino at [mme@sandag.org](mailto:mme@sandag.org) or (619) 699.5608.

### 3.10 INVENTIONS.

Grantee shall comply with the standard patent rights clause in 37 CFR 401.14.

### 3.11 PUBLICATIONS.

Publications, journal articles, etc. produced under this Agreement must bear an acknowledgment and disclaimer, as appropriate, such as,

This publication (journal article, etc.) was supported by the Cooperative Agreement Number 1U58DP002496-01 from The Centers for Disease Control and Prevention through the County of San Diego, Health and Human Services Agency. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention.

### 3.12 CONFERENCE DISCLAIMER AND USE OF LOGOS.

#### 3.12.1 Disclaimer.

Where a conference is funded by a grant or cooperative agreement, a subgrant or a contract, the Grantee must include the following statement on conference materials, including promotional materials, agenda, and Internet sites:

Funding for this conference was made possible (in part) by the cooperative agreement award number 1U58DP002496-01 from The Centers for Disease

Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

### 3.12.2 Logos.

Neither the HHS nor the CDC logo may be displayed if such display would cause confusion as to the source of the conference or give the false appearance of government endorsement. A non-federal entity unauthorized use of the HHS name or logo is governed by U.S.C. 1320b-10, which prohibits the misuse of the HHS name and emblem in written communication. The appropriate use of the HHS logo is subject to the review and approval of the Office of the Assistant Secretary for Public Affairs (OASPA). Moreover, the Office of the Inspector General has authority to impose civil monetary penalties for violations (42 C.F.R. Part 1003). Neither the HHS nor the CDC logo can be used on conference materials, under a grant, cooperative agreement, contract or co-sponsorship agreement without the expressed, written consent of either the Project Officer or Grants Management Officer. It is the responsibility of the Grantee (or recipient of funds under a cooperative agreement) to request consent for the use of the logo in sufficient detail to assure a complete depiction and disclosure of all uses of the government logos, and to assure that in all cases of the use of government logos, the written consent of either the Project Officer or the Grants Management Officer has been received.

### 3.13 EQUIPMENT AND PRODUCTS.

To the greatest extent practicable, all equipment and products purchased with CDC funds should be American-made. CDC defines equipment as tangible non-expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of \$5,000 or more per unit.

### 3.14 TRAFFICKING IN PERSONS.

This Agreement is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term and condition, go to [http://www.cdc.gov/od/pgo/funding/grants/Award\\_Term\\_and\\_Condition\\_for\\_Trafficking\\_in\\_Persons.shtm](http://www.cdc.gov/od/pgo/funding/grants/Award_Term_and_Condition_for_Trafficking_in_Persons.shtm)

### 3.15 LOBBYING STATEMENT.

Federal law prohibits award recipients and their subrecipients from using Federal funds for lobbying Congress or a Federal agency, or to influence legislation or appropriations pending before the Congress or any State or local legislature. This prohibition includes grants/cooperative agreements that, in whole or in part, involve conferences for which Federal funds cannot be used directly or indirectly to encourage participants to lobby or to instruct participants on how to lobby.

Any activity designed to influence action in regard to a particular piece of pending legislation would be considered lobbying. That is, lobbying for or against pending legislation, as well as indirect or grass roots lobbying efforts by award recipients that are directed at inducing members of the public to contact their elected representatives at the federal, State, or local levels to urge support of, or opposition to, pending legislative proposals is prohibited.

Recipients and subrecipients of CDC grants and cooperative agreements need to be careful to prevent CDC funds from being used to influence or promote pending legislation. With respect to conferences, public events, publications, and grassroots activities that relate to specific legislation, recipients and sub-grantees of CDC funds should give close attention to isolating and separating the appropriate use of CDC funds from non-CDC funds.

CDC also cautions recipients and subrecipients of CDC funds to be careful not to give the appearance that CDC funds are being used to carry out activities in a manner that is prohibited under Federal law.

All reported activity under the Project, including Recovery Act reporting, must be activity that is consistent with federal law.

### 3.16 DEPARTMENT OF HEALTH AND HUMAN SERVICES REGULATIONS.

Grantee shall comply with the following, which are incorporated into this Agreement by reference:

- 3.16.1 Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR chapter 60).
- 3.16.2 Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (Applicable to all contracts and subgrants for construction or repair).
- 3.16.3 Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Applicable to construction contracts in excess of \$2000 awarded by Grantees and sub-grantees when required by Federal grant program legislation).
- 3.16.4 Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Applicable to construction contracts awarded by Grantees and sub-grantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).
- 3.16.5 All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (Applicable to contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

- 3.16.6 Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- 3.16.7 Pursuant to the Department of Health and Human Services (HHS) notice requirements at 45 CFR 92.36(i)(8)-(9), SANDAG hereby notifies the Grantee that HHS has implemented the following regulations pertaining to patents, copyrights, and rights in data: 37 CFR 401 and 45 CFR 92.34. Under the Communities Putting Prevention to Work Cooperative Agreement, HHS requires the County and SANDAG to submit reports pursuant to Section 1512 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, as well as final performance and financial status reports.
- 3.16.8 Grantee shall provide access to the County, SANDAG, HHS, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Grantee which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 3.16.9 Grantee shall retain all required records for three years after SANDAG makes final payments and all other pending matters are closed.
- 3.16.10 Grantee shall comply with all applicable provisions of 45 CFR Part 92 and with all clauses required by Federal statute and executive orders and their implementing regulations, as applicable.
- 3.16.11 Grantee shall comply with Executive Order 13513. Grantee and its sub-grantees are prohibited both from texting while driving a Government owned vehicle and/or using Government furnished electronic equipment while driving any vehicle. Texting means reading from or entering data into any handheld or other electronic device, including SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. Driving means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary due to traffic, a traffic light, stop sign or otherwise. Driving does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary. Grantee is responsible for ensuring that its sub-grantees are aware of this prohibition and adhere to this prohibition. The requirement may be accessed at: [http://www.cdc.gov/od/pgo/funding/grants/additional\\_req.shtm](http://www.cdc.gov/od/pgo/funding/grants/additional_req.shtm).
- 3.17 Grantee shall include the provisions of this Section 3 in all agreements with sub-grantees

**END OF ARRA PASS-THROUGH PROVISIONS****BEGIN PASS-THROUGH PROVISIONS FROM SANDAG-COUNTY GRANT AGREEMENT 5001467**

**4.2.1 Invoices for Reimbursement.**

Grantee shall submit properly executed monthly invoices to SANDAG for reimbursement of allowable costs associated with the work performed in the prior month. Grantee's monthly invoices shall be completed and submitted in accordance with this Agreement and shall include a statement certifying whether it is in compliance with the Debarment and Suspension section of this Agreement.

**DEBARMENT AND SUSPENSION (Section 8.12)**

***As a sub-grantee of federal funds under this Agreement, Grantee certifies that it, its principals, its employees and its sub-grantees:***

- 8.12.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency.
- 8.12.2 Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 8.12.3 Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- 8.12.4 Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

Consistent with Section 4.2.2, and Section 11, Audit and Inspection of Records, of the SANDAG-County Agreement, Grantee/Consultant/Grantee shall maintain supporting documentation of expenses incurred as follows:

SANDAG shall have the audit and inspection rights described in this section.

**11.1 AUDIT AND INSPECTION**

Grantee/Consultant/Grantee agrees to maintain and/or make available within San Diego County accurate books and accounting records relative to all its activities under this Agreement. Authorized Federal, State or SANDAG representatives shall have the right to monitor, assess, or evaluate Grantee's performance pursuant to this Agreement, said monitoring, assessments, or evaluations to include but not limited to audits, inspection of premises, reports, and interviews of project staff and participants.

At any time during normal business hours and as often as SANDAG may deem necessary, Grantee shall make available to SANDAG, State or Federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit SANDAG, State or Federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement.

If any services performed hereunder are not in conformity with the specifications and requirements of this Agreement, SANDAG shall have the right to require the Grantee to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount. When the services to be performed are of such nature that the difference cannot be corrected, SANDAG shall have the right to (1) require Grantee immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event Grantee fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the Agreement, SANDAG shall have the right to either (1) by Agreement or to otherwise have the services performed in conformity with the Agreement specifications and charge to Grantee any cost occasioned to SANDAG that is directly related to the performance of such services, or (2) terminate this Agreement for default as provided in the Termination clause.

#### 11.2 Cost or Pricing Data.

If the Grantee submitted cost or pricing data in connection with the pricing of this Agreement or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, SANDAG shall have the right to examine all books, records, documents and other data of the Grantee related to the negotiation pricing or performance of such Agreement, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.

#### 11.3 Availability.

The materials described above shall be made available at the office of the Grantee, at all reasonable times, for inspection, audit or reproduction, until the expiration of three (3) years from the date of final payment under this Agreement, or by section 11.3.1 and 11.3.2, below:

11.3.1 If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any resulting final settlement.

11.3.2 Records which relate to appeals under the "Disputes" clause of this Agreement, or litigation or the settlement of claims arising out of the performance of this Agreement, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after Agreement completion, whichever is longer.

SANDAG shall keep the materials described above confidential unless otherwise required by law.

### **REGARDING PAYMENT**

**Consistent with Section 4.2.4 of the SANDAG-County Agreement Grantee shall submit its June 2011 invoices no later than June 30, 2011.**

Consistent with Section 4.2.6.1.1 of the SANDAG-County Agreement, unless otherwise set forth in this paragraph, Grantee shall promptly pay its vendors and sub-grantee(s) for satisfactory performance under its subcontract(s) to this Agreement. Such prompt payment shall be no later than thirty (30) days after Grantee receives payment for such services from SANDAG and shall be paid out of such amounts as are paid to Grantee under this Agreement.

Grantee shall include a payment clause conforming to the standards set forth in the preceding paragraph in each of its subcontracts, and shall require each of its sub-grantees to include such a clause in their subcontracts with each lower-tier sub-grantee or supplier.

**Availability of Funding.**

SANDAG's obligation for payment of any Agreement beyond the current fiscal year is contingent upon the availability of funding from which payment can be made. No legal liability on the part of SANDAG shall arise for payment beyond June 30 of the calendar year unless funds are designated by SANDAG and are made available for such performance.

SANDAG shall, in its sole discretion, have the right to terminate or suspend this Agreement or reduce compensation and service levels proportionately upon thirty (30) days' written notice to Grantee in the event that Federal, State or County funding for this Agreement ceases or is reduced prior to the ordinary expiration of the term of this Agreement. In the event of reduction of funding for the Agreement, SANDAG and Grantee shall meet within ten (10) days of written notice to renegotiate this Agreement based upon the modified level of funding. In this case if no Agreement is reached between SANDAG and Grantee within 10 days of the first meeting, either party shall have the right to terminate this Agreement within ten (10) days written notice of termination.

In the event of termination of this Agreement in accordance with the terms of this Section, Grantee shall be entitled to retain all sums paid as of the effective date of such termination, subject to any payment offset to which SANDAG may be entitled, for damages or otherwise, under the terms of this Agreement. In the event of termination of this Agreement pursuant to this Section, in no event shall Grantee be entitled to any loss of profits on the portion of this Agreement so terminated, or to other compensation, benefits, reimbursements or ancillary services other than as herein expressly provided.

**REGARDING OWNERSHIP, RECORDS AND REPORTS**

Consistent with Article 13 of the SANDAG-County Agreement, Grantee shall comply with the following terms and conditions related to the use of documents and submission of reports.

***Ownership, Publication, Reproduction and Use of Material***

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of SANDAG, but may be used by the Grantee, its consultants and sub-grantees for purposes that are consistent with the SANDAG-County Agreement and this Agreement. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by Grantee in the United States or in any other country without the express written consent of SANDAG. SANDAG shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.

***Maintenance of Records***

Grantee shall retain all required records for three years after SANDAG makes final payments and all other pending matters are closed.

***Reports***

Grantee shall submit reports required in Exhibit A, Article 3, by this Agreement, and additional reports as may be requested by SANDAG and agreed to by the Grantee. The timely submission of these reports is a necessary and material term and condition of this Agreement and Grantee agrees that failure to meet specified deadlines will be sufficient cause to withhold payment. Grantee shall submit to SANDAG within fourteen (14) calendar days of the termination of this Agreement a report detailing all work done pursuant to this Agreement by Grantee.

**REGARDING INSURANCE**

***Commercial General Liability***

All Commercial General Liability policies shall name the County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. [See County-SANDAG Agreement 5001467, Exhibit B, Section 4], and SANDAG, its directors, officers, agents, and employees as additional insureds as their interests may appear. Consultant waives any rights of subrogation against SANDAG, and the policy form must permit and accept such waiver.

**Deductibles / Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by SANDAG and the County of San Diego's Risk Manager [See County-SANDAG Agreement 5001467 Exhibit B, Section 3]. If a self-insured retention is used, the policy must be endorsed to allow any insured entity to satisfy the retention for the purposes of triggering coverage. Consultant shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects SANDAG, its officers, officials, employees and volunteers. If Consultant is unable to reduce or eliminate such deductibles or retentions, Consultant shall provide a financial guarantee satisfactory to SANDAG guaranteeing payment of losses and related investigations, claim administration and defense expenses.

In accordance with 45 CFR 92.36(e) Grantee shall take the affirmative steps listed therein to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

**REGARDING EVALUATION**

Consistent with Section 7.4 of the County-SANDAG Agreement, Grantee shall work with the County of San Diego's Evaluation Grantee and the County to conduct evaluation activities related to their respective projects as required by the CDC and the County.

## **REGARDING MEDIA/MATERIALS/PUBLICATIONS**

Consistent with Section 7.2 of the County-SANDAG Agreement, any media/materials/publications developed by the Grantee with ARRA funds shall be reviewed and approved by the County. Materials developed (creative source files in electronic or other media) with ARRA funds are property of the County. All items developed shall include language detailed in Section 3.11 or 3.12 of these CPPW Grant Requirements, above, as applicable.

### **7.2.2 Media Communications**

7.2.2.1 Grantee shall send all press releases and media events regarding contracted services to the County for review and approval at least 72 hours in advance. Notification shall be through both email and telephone call to the County's Contracting Officer's Technical Representative ("COTR"): Ms. Adrienne Yancey, MPH, Assistant Deputy Director, Public Health Services 3851 Rosecrans Street, Suite 522 San Diego, CA 92110-3134 Telephone: 619.692-8808; e-mail: [Adrienne.Yancey@sdcounty.ca.gov](mailto:Adrienne.Yancey@sdcounty.ca.gov)

7.2.2.2 Grantee shall include the County HHSA logo on all media communications, as determined by the County.

#### **7.2.2.3 Acknowledgement of Federal Support**

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or part with Federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state:

7.2.2.3.1. The percentage of the total costs of the program or project which will be financed with Federal money,

7.2.2.3.2. The dollar amount of Federal funds for the project or program, and

7.2.2.3.3. Percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

7.2.3 Grantee shall ensure that all resources, printed materials, media, messages, websites and advertisements are culturally competent and age appropriate to the target population that will be reached.

ATTACHMENT F



401 B Street, Suite 800, San Diego, CA 92101-4231  
619-699-1900



AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)  
Contractor MONTHLY EMPLOYMENT REPORT



SANDAG ONLY

Grant  Federal Contract  Loan Program Source Code (FAS) \_\_\_\_\_ Federal Award Number: \_\_\_\_\_

1. SANDAG Contract Number: \_\_\_\_\_ 2. Contract Signature Date: \_\_\_\_\_  
3. Total Original Contract Value: \_\_\_\_\_ 4. Total Amended Contract Value: \_\_\_\_\_  
5. Total Payments Received to date: \_\_\_\_\_  
6. Project Name: \_\_\_\_\_ 7. % Complete: \_\_\_\_\_  
8. Project Description: \_\_\_\_\_

9. Contractor DUNS #: \_\_\_\_\_ 10. Contractor CCR #: \_\_\_\_\_  
11. Contractor Headquarters Zip Code: \_\_\_\_\_ 12. Contractor Congressional District: \_\_\_\_\_

13. Contractor Business Name: \_\_\_\_\_

14. Project Location: (place of performance) Address 1: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip + 4: \_\_\_\_\_

15. Project Location Congressional District: \_\_\_\_\_

16. Contractor NAICS Codes: \_\_\_\_\_

17. Report Start Date: \_\_\_\_\_ 18. Report End Date: \_\_\_\_\_

19. BRIEFLY DESCRIBE THE TYPES OF NEW JOBS CREATED THIS REPORTING PERIOD AS A RESULT OF THIS AWARD: \_\_\_\_\_

20.	21 # of Employees	22. # of Employee Hours	23. Total Payroll Paid to Employees
Prime			
Sub(s)			
24. Totals			

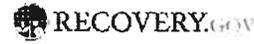
25. Print Name and Title: \_\_\_\_\_

26. Signature: \_\_\_\_\_

27. Email Address: \_\_\_\_\_ 28. Telephone: \_\_\_\_\_



401 B Street, Suite 800, San Diego, CA 92101-4231  
619-699-1900



## INSTRUCTIONS FOR COMPLETING ARRA CONTRACTOR MONTHLY EMPLOYMENT REPORT

*This report is to be completed monthly by the Prime Contractor on the referenced agreement.  
Reported data includes all Subcontractor employment and payroll information*

*The report is to be faxed to the SANDAG Resident Engineer (RE) no later than the 5th calendar day of the month following the Report End Date.*

- BOX 1: The Contract / Grant / MOU Number assigned to the agreement between the prime contractor and SANDAG.
- BOX 2: The Contract Signature Date
- BOX 3: Total Original Contract Value - Maximum value of the contract when first executed
- BOX 4: Total Contract Value including amendments to cost up to the reporting end date.
- BOX 5: Total Payments prime contractor has received from SANDAG for this project as of the reporting end date.
- BOX 6: Project Name - i.e. "Automated Fare Collection"
- BOX 7: % of the project completed as of end date of the current reporting period
- BOX 8: Brief description of the project - i.e. "Qualcomm Stadium Station PCID Installation"
- BOX 9: DUNS number of the prime contractor
- BOX 10: The Central Contractor Registration number issued through <https://www.bpn.gov/ccr/default.aspx>.  
Required for all businesses and individuals receiving Recovery funding.
- BOX 11: Zip Code for the headquarters of the prime contractor.
- BOX 12: Congressional District in which the headquarters of the prime contractor reside.
- BOX 13: The Business Name of the prime contractor as reflected in your CCR registration.
- BOX 14: Physical Location where most of the work will be done on this contract.
- BOX 15: Congressional District of the Project Location.
- BOX 16: NAICS Codes which apply to this project
- BOX 17: Start Date of the Reporting Period - should always be the first day of the month being reported except initial report which begins on the contract start date.
- BOX 18: Last date of the Reporting period - last date of the month being reported except final report which ends when the award money has been expended.
- BOX 19: Brief description of the new jobs created with the award funds.
- BOX 20: This table reflects the total jobs, hours, and dollars expended in ARRA projects.  
Prime contractors will use the Prime row to report employment data specific to their business.  
Prime contractors will total the employment data for all subcontractors on the contract and insert the data into the row labeled Sub(s).
- BOX 21: Enter the number of employees funded by this award during the reporting period.  
Enter as Full Time Equivalent (FTE) amounts - i.e. 2 full time employees = 2. One half time employee = 5.  
2 Full time, one half time, one quarter time = 2.75
- BOX 22: Enter the total hours of employees paid by the contractor for this project during the reporting period.  
An FTE = 40 per week attributed to work funded by this award.  
If a payroll period is split between months, adjust report to reflect payments made within the reporting month and carryover remaining hours to the following month report.
- BOX 23: Enter the total payroll \$ paid to the employees reported in box 20 and for hours reported in box 21  
If a payroll period is split between months, adjust report to reflect payments made within the reporting month and carryover remaining payroll amount to the following month report.
- BOX 24: Sum of Prime and Sub amounts for each category.
- BOX 25-28: Reporting person inserts their contact information and certifies as to report accuracy via signature.