

***TransNet* SMART GROWTH INCENTIVE PROGRAM FISCAL YEAR 2010**

**GRANT, ASSIGNMENT AND ASSUMPTION AGREEMENT NUMBER 5001354  
BETWEEN  
THE SAN DIEGO ASSOCIATION OF GOVERNMENTS, CITY OF SAN DIEGO  
AND  
THE REDEVELOPMENT AGENCY OF THE CITY OF SAN DIEGO**

**REGARDING PARK BLVD. /CITY COLLEGE / SAN DIEGO HIGH PEDESTRIAN &  
TRANSIT ACCESS IMPROVEMENTS**

This Grant, Assignment and Assumption Agreement Number 5001354 ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and among the San Diego Association of Governments (hereinafter referred to as "SANDAG"), 401 B Street, Suite 800, San Diego, California, 92101, and City of San Diego, 202 C St., San Diego, CA 92101, (hereinafter referred to as "City" or "Grantee") and the Redevelopment Agency of the City of San Diego, a public body, corporate and politic, c/o Centre City Development Corporation, 401 B Street, Suite 400, San Diego, CA 92101 (hereinafter referred to as "RDA" or "Assignee").

The following recitals are a substantive part of this Agreement:

- A. In November 2004 the voters of San Diego County approved SANDAG Ordinance 04-01, which extended the *TransNet* ½ cent sales and use tax through 2048 ("Extension Ordinance").
- B. The Extension Ordinance contains provisions for the creation of a Smart Growth Incentive Program ("SGIP"), which began being funded by the Extension Ordinance on April 1, 2008.
- C. In November 2008 SANDAG issued a request for proposals from local jurisdictions in San Diego County wishing to apply for a portion of the SGIP funds for use on capital improvement and planning projects meeting certain criteria.
- D. City successfully applied for SGIP funds for the following project: Park Blvd./City College/San Diego High Pedestrian & Transit Access Improvements (hereinafter referred to as the "Project"). The scope of work for the Project is attached as Attachment A.
- E. The design of the Project was approved by the RDA pursuant to Resolution No. R-04519.
- F. As allowed by Section 11 of this Agreement ("Assignment"), and subject to approval of the RDA Board and the San Diego City Council, the City desires to assign to the RDA, and the RDA desires to assume all of the City's rights and duties under this Agreement.
- G. The RDA is engaged in activities necessary to carry out and implement the Redevelopment Plan for the Centre City Redevelopment Project Area ("Project Area").

- H. The Centre City Development Corporation, Inc. (“CCDC”) is authorized, on behalf of the RDA, to administer the Project Area and implement the development projects therein, including, without limitation, the Project.
- I. The purpose of this Agreement is to establish the terms and conditions for SANDAG to provide Grantee with funding to implement the Project.
- J. 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 City of San Diego and accepted or approved by SANDAG. All of the City of San Diego’s application materials, not in conflict with this Agreement, are hereby incorporated into this Agreement as though fully set forth herein.
- B. **Agreement.** This 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 typewritten 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. **Extension Ordinance Assistance.** Funding from the *TransNet* Extension Ordinance for the SGIP.
- F. **Grantee.** The local jurisdiction, or assignee of the local jurisdiction, that is the recipient of Extension Ordinance 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 “subgrantee” and for purposes of compliance with applicable requirements of the Agreement for its Project will be treated as a Grantee.

- G. **Maximum Percentage of SANDAG Participation.** City submitted an application and was evaluated based on its representation that it would provide matching funds for the Project. City agrees to provide 30% or one hundred twenty nine thousand dollars (\$129,000) of the approved Project budget as matching funds from resources other than the Extension Ordinance. Therefore, the maximum percentage that SANDAG will pay Grantee for amounts invoiced under this Agreement is 70% or three hundred thousand dollars (\$300,000.00), 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. **Subgrantee.** Any contractor 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 the Agreement and all applicable laws, regulations, and policies pertaining to the Project and the Grantee, including, but not limited to, the Extension Ordinance.
  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.
  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 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. If Grantee hires a contractor to carry out construction services funded under this Agreement, Grantee shall: prepare an ICE (e.g., a construction cost estimate) prior to soliciting proposals, publicly advertise for competing bids for the work, award the work to the lowest responsive and responsible bidder, document a RON establishing that the amount paid by Grantee for the construction services is fair and reasonable, and pass through the relevant obligations in this Agreement to the contractor.

6. **Changes to Project Composition.** This Agreement was awarded to City based on the application submitted by City, which contained representations by City regarding the zoning, development parameters (such as population density), project proximity to transit, and other criteria relevant to evaluating and ranking the Project based on SANDAG Smart Growth goals ("Project Justification"). Any substantive deviation from City's representations in the Project Justification during project implementation may require reevaluation or result in loss of funding, notwithstanding that this Agreement has been assigned to and assumed by RDA. If City or RDA know or should know that substantive changes in the project justification have occurred or will occur, City and/or RDA will immediately notify SANDAG. SANDAG will then determine whether the Project is still consistent with the overall objectives of the SGIP and that the changes would not have negatively affected the Project ranking during the grant application process. SANDAG reserves the right to have Extension Ordinance 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 Subgrantee.** Although the Grantee may delegate any or almost all Project responsibilities to one or more subgrantees, the Grantee agrees that it, rather than any subgrantee, is ultimately responsible for compliance with all applicable laws, regulations, and this Agreement.
- 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.
  2. **Documents Affected.** The applicability provisions of laws, regulations, and policies determine the extent to which those provisions affect an entity (such as a subgrantee) participating in the Project through the Grantee. Thus, the Grantee agrees to use a written document to ensure that each entity participating in the Project complies with applicable laws, regulations, and policies.
    - 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.
    - b. **Flowdown.** The Grantee agrees to include in each document (subagreement, lease, third-party contract, or other) any necessary provisions requiring the Project participant (third-party contractor, subgrantee, or other) to impose

applicable laws, Agreement requirements and directives on its subgrantees, lessees, third-party contractors, and other Project participants at the lowest tier necessary.

- 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 subgrantee, lessee, third-party contractor, or other person or entity that is not a party to the Agreement for the Project. Notwithstanding that SANDAG may have concurred in or approved any solicitation, subagreement, lease, or third-party contract at any tier. SANDAG has no obligations or liabilities to any entity other than the Grantee, including any subgrantee, lessee, or third-party contractor at any tier.
- 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 the 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 utilize the procedures set forth in the Use It or Lose It policy attached hereto as Attachment B if it anticipates a delay in performance.
- 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 subgrantees.

### 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 *TransNet* Ordinance 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 subgrantee, lessee, or third-party contractor at any tier or agent thereof with the intent to be influenced in the performance of an official act. 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 contractors or subgrantees or their agents.

1. **Personal Conflicts of Interest.** The Grantee agrees that its code of conduct or standards of conduct shall prohibit the Grantee's employees, officers, council or board members, or agents from participating in the selection, award, or administration of any third-party contract or subagreement supported by Extension Ordinance 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 contractor or subgrantee or impair its objectivity in performing the contract work.
- B. **SANDAG Code of Conduct.** SANDAG has established policies concerning potential conflicts of interest. These policies apply to Grantee. For all awards by SANDAG, any practices which might result in unlawful activity are prohibited, including, but not limited to, rebates, kickbacks, or other unlawful considerations. SANDAG staff 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 is also 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 the Agreement or the Project, it should notify the SANDAG Office of General Counsel immediately.
- C. **Bonus or Commission.** The Grantee affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its Extension Ordinance assistance application for the Project.
- D. **False or Fraudulent Statements or Claims.** The Grantee acknowledges and agrees that by executing the Agreement for the Project, the Grantee certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project.

## 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 the Agreement, except that re-allocation of funds among budget items or fiscal years that does not increase the total amount of the Extension Ordinance 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.** The Grantee agrees that SANDAG’s maximum commitment for Project costs will not exceed the maximum SANDAG contribution of three hundred thousand dollars (\$300,000.00). 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 Extension Ordinance 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. **Payment by SANDAG.** SANDAG shall pay Grantee on a quarterly basis, following receipt and approval of both 1) an invoice accompanied by documentation of expenses, including the matching funds portion, if applicable, incurred on the Project, and 2) a quarterly report describing progress toward completion on tasks outlined in the Scope of Work. Sample Invoice and Quarterly Report forms are attached hereto as Attachment D. 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 the Agreement, including quarterly reporting requirements, has satisfied SANDAG that the Extension Ordinance 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 Extension Ordinance 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 the Agreement,

2. Necessary in order to accomplish the Project,
3. Reasonable for the goods or services purchased,
4. Actual net costs to the Grantee (i.e., the price paid minus any refunds, rebates, or other items of value received by the Grantee that have the effect of reducing the cost actually incurred, excluding program income),
5. Incurred for work performed after the Effective Date of the 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 contractors and subgrantees,
8. Eligible for Extension Ordinance assistance as part of the SGIP, 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.

D. **Excluded Costs.** In determining the amount of Extension Ordinance assistance SANDAG will provide for the Project, SANDAG will exclude:

1. Any Project cost incurred by the Grantee before the effective date of the Agreement or any amendment thereto,
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 the 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 or the results of an audit of the Project requested by SANDAG or its Independent Taxpayer Oversight Committee (ITOC) has been completed, whichever occurs latest. If SANDAG determines that the Grantee is not entitled to receive any portion of the Extension Ordinance 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 resources, together with the Extension Ordinance assistance awarded, that will assure payment of the actual cost of each Project activity covered by the Agreement for the Project. The amount of matching funds and/or percentage(s) of matching funds Grantee shall provide are set forth in the approved Project budget. The Grantee agrees to complete all proceedings necessary to provide its share of the Project costs at or before the time the matching funds are needed for Project costs.
- 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 may be made unless, at the same time, a reduction of the proportional amount of the Extension Ordinance 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, the Agreement, and any other reports SANDAG may specify.
- B. **Report Formats.** The Grantee agrees that all reports and other documents or information intended for public availability developed in the course of the Project and required to be submitted

to SANDAG must be prepared and submitted in electronic and or typewritten hard copy formats as SANDAG may specify. SANDAG reserves the right to specify that records be submitted in particular formats.

- C. **Record Retention.** During the course of the Project and for three (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 Subgrantees.** The Grantee agrees to permit, and require its subgrantees to permit, SANDAG or its authorized representatives, upon request, to inspect all Project work, materials, payrolls, and other data and to audit the books, records, and accounts of the Grantee and its subgrantees pertaining to the Project.
- E. **Project Closeout.** The Grantee agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.
- F. **Quarterly Reports.** It shall be the responsibility of Grantee to advise SANDAG on a quarterly basis of the progress of its work, expenditures incurred, and information regarding whether the Project is projected to be completed within the limits of the approved Project budget and Project Schedule. The quarterly progress report shall be submitted in writing to SANDAG. Grantee shall document the progress and results of work performed under this Agreement to the satisfaction of SANDAG. This may include progress and final reports, plans, specifications, estimates, or other evidence of attainment of the Agreement objectives, which are requested by SANDAG or the ITOC. Grantee may be required to attend meetings of SANDAG staff and committees, including ITOC, to report on its progress and respond to questions.

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

- A. **Project Completion.** Within ninety (90) calendar days following Project completion or termination by SANDAG, the Grantee agrees to submit a final certification of Project expenses and final reports, as applicable.
- B. **Project Closeout.** Project closeout occurs when SANDAG notifies the Grantee that SANDAG has closed the Project and either forwards the final Extension Ordinance assistance payment or acknowledges that the Grantee has remitted the proper refund. The Grantee agrees that Project closeout by SANDAG does not invalidate any continuing requirements imposed by the Agreement or any unmet requirements set forth in a written notification from SANDAG. All payments made to the Grantee shall be subject to review for compliance by SANDAG with the requirements of this Agreement and shall be subject to an audit upon completion of the Project. If Grantee uses SANDAG funds for indirect costs, final audit will include an indirect cost audit as well.
- C. **Project Use.** City was awarded this Agreement based on representations in City's grant application regarding the Project's intended use. If the Project is a capital project, Grantee hereby commits to continued use of the Project for the purposes stated in City's application for a period of at least five (5) years after completion of construction. SANDAG may require Grantee to refund

Extension Ordinance assistance provided for the Project in the event Grantee fails to utilize the Project for its intended purposes as stated in the grant application.

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

- A. Grantee shall make diligent and timely progress toward completion of the Project within the timelines set forth in the Project Schedule (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 the Agreement that endangers substantial performance of the Project shall provide sufficient grounds for SANDAG to terminate the 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 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 requirements.
- C. Upon written notice, the Grantee agrees that SANDAG may suspend or terminate all or any part of the Extension Ordinance assistance to be provided for the Project if the Grantee has violated the terms of the 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 Extension Ordinance assistance for the Project.
- D. In general, termination of Extension Ordinance 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 Extension Ordinance assistance by failing to make adequate progress or failing to comply with the terms of the Agreement, SANDAG reserves the right to require the Grantee to refund the entire amount of Extension Ordinance assistance provided for the Project or any lesser amount as SANDAG may determine.
- E. Expiration of any Project time period established in the Project schedule will not, by itself, automatically constitute an expiration or termination of the Agreement for the Project, however, Grantee must request and SANDAG must agree to amend the Agreement in writing if the Project schedule will not be met. An amendment to the Project schedule may be made at SANDAG's discretion if Grantee's request is consistent with the provisions of the Use It or Lose It policy (Attachment B).
- F. The grant was awarded based on the application submitted by City 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. SANDAG will then

determine whether the Project is still consistent with the overall objectives of the SGIP and that the changes would not have negatively affected the Project ranking during the grant application process. SANDAG reserves the right to have Extension Ordinance 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 and Assumption

- A. **Assignment and Assumption.** City hereby assigns to the Assignee, all of its right, title and interest in and to this Agreement. Assignee hereby accepts such assignment, and assumes all of the obligations of City under this Agreement arising on or after the effective date hereof and agrees to be bound thereby in accordance with the terms hereof; subject to the approval by the RDA Board and the San Diego City Council. This Agreement, together with Attachments A, B, C and D, hereto memorializes this assignment and assumption.

- B. SANDAG Consent to Assignment and Assumption.** SANDAG hereby consents to and approves the assumption of this Agreement by Assignee pursuant to the terms and conditions of Paragraph 11(A), above.
- C. Future Assignments.** The Grantee and Assignee agree that neither the Grantee nor the Assignee shall assign, sublet, or transfer (whether by assignment or novation) this Agreement or any rights under or interest in this Agreement. Notwithstanding the preceding sentence in this Paragraph 11(C), claims for money due to Grantee or Assignee 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. City's Liaison and Grantee's Project Manager**

The City has assigned Sabrina Carnell as its Liaison to the Grantee and SANDAG for the Project. Grantee has assigned John Anderson 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 cause to be procured and maintained during the Project and for twelve (12) months following Project completion, policies of insurance from insurance companies authorized to do business in the State of California or the equivalent types and amounts of self-insurance, as follows:

- A. **General Liability.** Combined single limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate for personal and bodily injury, including death, and broad form property damage. The policy must include an acceptable "Waiver of Transfer Rights of Recovery Against Others Endorsement," 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, prior to commencement of the Project, cause to be furnished satisfactory proof by one or more certificates (original copies) that it has caused the foregoing insurance to be procured and maintained. 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**

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

If any provision of the Agreement is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable laws or regulations. This Agreement represents the entire understanding of SANDAG and Grantee as to those matters contained in it. No prior oral or written understanding shall be of any force or effect with respect to those

Grantee Name: \_\_\_\_\_

Grant No.: \_\_\_\_\_

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

## **Section 17. 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: Smart Growth Incentive Program Manager

Grantee: City:

City of San Diego  
600 B Street, Suite 800  
San Diego, CA 92101  
Attn: Sabrina Carnell

Assignee: Redevelopment Agency of the City of San Diego  
c/o Centre City Development Corporation

401 B Street, Suite 400  
San Diego, CA 92101  
Attn: John Anderson

and shall be effective upon receipt thereof.

Grantee Name: \_\_\_\_\_

Grant No.: \_\_\_\_\_

**Section 18. 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 SAN DIEGO

\_\_\_\_\_  
GARY L. GALLEGOS  
EXECUTIVE DIRECTOR

\_\_\_\_\_  
JERRY SANDERS  
MAYOR

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
JULIA COLEMAN  
ASSOCIATE GENERAL COUNSEL

\_\_\_\_\_  
RYAN KOHUT  
CITY ATTORNEY  
CITY OF SAN DIEGO

REDEVELOPMENT AGENCY OF THE CITY  
OF SAN DIEGO

APPROVED AS TO FORM:

\_\_\_\_\_  
JERRY SANDERS  
EXECUTIVE DIRECTOR

\_\_\_\_\_  
JAN I. GOLDSMITH, AGENCY GENERAL  
COUNSEL

BY: MONIQUE R. TAYYAB  
DEPUTY GENERAL COUNSEL

Grantee Name: \_\_\_\_\_

Grant No.: \_\_\_\_\_

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

CAPITAL PROJECT

**TRANSNET SMART GROWTH INCENTIVE PROGRAM PROJECT BUDGET, SCOPE OF WORK, & SCHEDULE**

**Jurisdiction:** Centre City Development Corporation

**Project:** Park Blvd./City College/San Diego High School Pedestrian Improvements & Transit Access Improvements

**Project Description (including location and limits):**

This project improves an existing pedestrian crosswalk on Park Blvd., north of Russ Blvd., in front of the San Diego High School campus on the east side of the street, and City College facilities on the west side of the street, with a pedestrian traffic signal and associated improvements for greater pedestrian safety. An existing bus stop in the middle of Park Blvd. will be moved to the side of the street and a landscaped median will be installed in that area. The sidewalks on each side of the street will be upgraded with enhanced "Park-to-Bay-Link" sidewalks, streetlights, and street trees per the Park-to-Bay-Link Master Plan. See attached plan.

**Contract Number:** 5001354

Include plan review intervals required for project oversight as deliverables. (30/60/90/100)

Task	Deliverables	Start Date	Completion Date	SANDAG Funds	Agency Matching Funds*	Total
Final Design	30% design to SANDAG	Aug-10	Sep-10	\$ 35,000	\$ 14,752	\$ 49,752
	60% design to SANDAG	Oct-10	Nov-10	\$ 20,000	\$ 10,050	\$ 30,050
	90% design to SANDAG	Dec-10	Feb-10	\$ 25,000	\$ 17,283	\$ 42,283
	100% design to SANDAG	Mar-10	Apr-11	\$ 10,000	\$ 9,355	\$ 19,355
<b>Award Construction Contract</b>	Construction contract	May-11	Jul-11	\$ 90,000	\$ 51,440	\$ 141,440
<b>Construction/Project Completion</b>	Completed improvements	Aug-11	Feb-12	\$ 210,000	\$ 775,000	\$ 985,000
			<b>Total</b>	<b>\$ 300,000</b>	<b>\$ 826,440</b>	<b>\$ 1,126,440</b>

\* \$129,000 is required Agency expenditure per grant

**Capital Project Revenues**

Source	FY 2011	FY 2012	FY 2013	Total
TransNet	\$ 90,000	\$ 210,000	\$ -	\$ 300,000
Agency	\$ 51,440	\$ 775,000	\$ -	\$ 826,440
<b>Total</b>	<b>\$ 141,440</b>	<b>\$ 985,000</b>	<b>\$ -</b>	<b>\$ 1,126,440</b>

## **ATTACHMENT B USE IT OR LOSE IT POLICY**

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### **1. Project Milestone and Completion Deadlines**

- 1.1. This policy applies to all Smart Growth Incentive Program (SGIP) grant funds, whether from *TransNet* or another source. By signing a grant agreement for the SGIP, grant recipients agree to the following project delivery objectives.
  - 1.1.1. Capital Grants. The project must be completed according to the schedule provided in the grant agreement, but at the latest, a construction contract must be awarded within two (2) years following execution of the grant agreement, and construction must be completed within eighteen (18) months following award of the construction contract.
  - 1.1.2. Planning Grants. The project must be completed according to the schedule provided in the grant agreement, but at the latest, a consultant contract must be awarded within one (1) year following execution of the grant agreement, and the planning project must be complete within two (2) years following award of the consultant contract. Failure to meet the above deadlines may result in revocation of all grant funds not already expended.
- 1.2. Grant funds made available as a result of this process may be awarded to the next project on the recommended project priority list from the most recent project selection process, or they may be added to the funds available for the next project funding cycle, at SANDAG's discretion. Any project that loses funding due to failure to meet the deadlines specified in this policy may be resubmitted to compete for funding in a future call for projects.

### **2. Project Delays and Extensions of up to One (1) Year**

- 2.1. Grant recipients may receive extensions on their project schedules of up to one (1) year for good cause. Extensions of up to twelve (12) months aggregate that would not cause the project to miss a deadline in Sections 1.1.1 or 1.1.2 may be approved by the SANDAG program manager for the SGIP. Extensions beyond twelve (12) months aggregate or that would cause the project to miss a deadline in Sections 1.1.1 or 1.1.2 must be approved by the Regional Planning Committee. For an extension to be granted under this Section 2, the following conditions must be met:
  - 2.1.1. For extension requests of up to six (6) months the grant recipient must request the extension in writing to the SANDAG program manager at least two (2) weeks prior to the earliest project schedule milestone deadline for which an extension is being requested.
  - 2.1.2. For extension requests that will cause one or more project milestones to be delayed more than six (6) months, but less than twelve (12) months aggregate, the grant recipient must request an extension in writing to the SANDAG program manager at least six (6) weeks prior to the earliest project schedule milestone deadline for which an extension is being requested.

- 2.1.3. The project sponsor seeking the extension must document previous efforts undertaken to maintain the project schedule, the reasons for the delay, and why they were unavoidable and demonstrate an ability to succeed in the extended timeframe.
- 2.1.4. If the program manager denies an extension request under this Section 2, the project sponsor may appeal within ten (10) business days of receiving the program manager's response to the Regional Planning Committee.
- 2.1.5. Extension requests that are rejected by the Regional Planning Committee will result in termination of the grant agreement and obligation by the project sponsor to return to SANDAG any unexpended funds. Unexpended funds are funds for project costs not incurred prior to rejection of the extension request by the Regional Planning Committee.

### **3. Project and Extensions Beyond One (1) Year**

- 3.1. Requests for extensions beyond one (1) year or that will cause a project to miss a deadline in Sections 1.1.1 or 1.1.2 (including those projects that were already granted extensions by the SANDAG program manager and are again falling behind schedule) will be considered by the Regional Planning Committee. The Regional Planning Committee will only grant an extension under this Section 3 for extenuating conditions beyond the control of the project sponsor, defined as follows:
  - 3.1.1. Capital Grants
    - 3.1.1.1. Environmental. An extension may be granted when, during the environmental review process, the project sponsor discovers heretofore unknown sites (e.g., archeological, endangered species) that require additional investigation and mitigation efforts. The project sponsor must demonstrate that the discovery is new and unforeseen.
    - 3.1.1.2. Right-of-Way. Extensions for delays necessary to complete right-of-way acquisition may be granted only when right-of-way needs are identified that could not have been foreseen at the time the grant agreement was signed.
    - 3.1.1.3. Permitting. Delays associated with obtaining permits from external agencies may justify an extension when the project sponsor can demonstrate that every effort has been made to obtain the necessary permits and that the delay is wholly due to the permitting agency.
    - 3.1.1.4. Construction Schedule. Extensions may be granted when unavoidable construction delays create a conflict with restrictions on construction during certain times of the year (for instance, to avoid nesting season for endangered species).
    - 3.1.1.5. Litigation. Extensions may be granted when a lawsuit has been filed concerning the project being funded.
    - 3.1.1.6. Other. Extensions may be granted due to changes in federal/state policies or laws that can be shown to directly affect the project schedule.

Grantee Name: \_\_\_\_\_

Grant No.: \_\_\_\_\_

### 3.1.2. Planning Grants

3.1.2.1. Changed Circumstances. An extension may be granted for a planning project when circumstances not within the control of the grant recipient, such as an action by an outside agency, require a change in the scope of work for the project.

3.2. The grant recipient shall make its request directly to the Regional Planning Committee, providing a detailed justification for the requested extension, including a revised project schedule and work plan, at least six (6) weeks prior to the earliest project schedule milestone deadline or deadline in Sections 1.1.1 or 1.1.2, for which an extension is being requested.

3.3. Extension requests that are rejected by the Regional Planning Committee will result in termination of the grant agreement and obligation by the project sponsor to return to SANDAG any unexpended funds. Unexpended funds are funds for project costs not incurred prior to rejection of the extension request.

## ATTACHMENT C PROJECT IMPLEMENTATION AND OVERSIGHT REQUIREMENTS

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### CAPITAL GRANTS

1. **Contact Information:** Grantee must provide SANDAG with contact information for the project manager. Grantee must provide SANDAG with updated contact information in a timely manner if there are any changes to staff assigned.
2. **Design Development Meetings:** Grantee must provide SANDAG with advance notice (preferably within two [2] weeks) and agendas of all design development meetings, and a meeting summary following the meeting. SANDAG staff may attend any meetings as appropriate.
3. **Plan Review:** Grantee must submit project design drawings to SANDAG for review and comment at 30 percent (30%), 60 percent (60%), 90 percent (90%), and 100 percent (100%). SANDAG staff may meet with the grantee to comment on submitted plans and assure substantial conformance. SANDAG may comment on submitted plans regarding:
  - whether they are consistent with the project proposed in the original grant application, and
  - consistency with accepted pedestrian/bicycle facility and smart growth design standards.
4. **Quarterly Reports:** Grantee must submit quarterly reports to SANDAG, detailing accomplishments in the quarter, anticipated progress next quarter, pending issues and actions toward resolution, and status of budget and schedule.
5. **Performance Monitoring:** SANDAG staff may measure performance of the constructed capital improvements against stated project objectives, and evaluate the overall Smart Growth Incentive Program. Grantee is expected to meet with SANDAG staff to identify relevant performance measures and data sources and provide available data and feedback regarding the program as appropriate.

### PLANNING GRANTS

1. **Contact Information.** Grantee must provide SANDAG with contact information for the project manager. Grantee must provide SANDAG with updated contact information in a timely manner if there are any changes to staff assigned.
2. **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 the meeting. SANDAG staff may attend any meetings as appropriate.
3. **Request for Proposals and Consultant Selection.** Grantee must submit consultant request for proposals to SANDAG staff for review and comment. Consultant proposals must also be submitted to SANDAG for review and comment prior to consultant selection.

Grantee Name: \_\_\_\_\_

Grant No.: \_\_\_\_\_

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

Grantee Name: \_\_\_\_\_

Grant No.: \_\_\_\_\_

**ATTACHMENT D  
SAMPLE INVOICE AND QUARTERLY REPORT**

**Invoice Part 1 of 3**

**TRANSNET SMART GROWTH INCENTIVE PROGRAM INVOICE**

To: **CHRISTINE EARY**  
SANDAG  
401 B Street, Suite 800  
San Diego, CA 92101-4231

**Project Name:** ME OF GRANT  
**Contract Number:** #####

From: **NAME**  
ORGANIZATION  
ADDRESS

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

PROJECT TASK		GRANT BUDGET	PREVIOUS GRANT	STAFF COSTS	CONSULTANT COSTS	EXPENDITURES TO DATE	REMAINING BALANCE	TOTAL THIS INVOICE
1	Description of Task	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Description of Task	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Description of Task	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Description of Task	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Description of Task	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Description of Task	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Description of Task	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	Description of Task	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	Description of Task	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
....	Description of Task	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Total Current Expenditures:	\$ -
Total Amount Due This Invoice:	\$ -

**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 amount s evidenced by attached supporting documents and expenditures.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

Grantee Name: \_\_\_\_\_

Grant No.: \_\_\_\_\_

**Invoice Part 2 of 3**

**Grantee:**  
**Project:**  
**Contract #:**

	Invoice #1		Invoice #2		Invoice #3		Invoice #4		Line 1 Subtotal	
	Date of Invoice		Date of Invoice		Date of Invoice		Date of Invoice			
	Dates of Work Complete		Dates of Work Complete		Dates of Work Complete		Dates of Work Complete		SANDAG	Match
	SANDAG	Match	SANDAG	Match	SANDAG	Match	SANDAG	Match	SANDAG	Match
Task 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Task 2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Task 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Task 4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Task 5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Task 6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Task 7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Task 8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Task 9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Task 10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
<b>Total</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		

Grantee Name: \_\_\_\_\_

Grant No.: \_\_\_\_\_

### Invoice Part 3 of 3

Grantee:

Project:

Contract No.:

<b>SUMMARY</b>				
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	Budgeted		Remaining	
	SANDAG	Match	SANDAG	Match
Task 1	\$ -	\$ -	\$ -	\$ -
Task 2	\$ -	\$ -	\$ -	\$ -
Task 3	\$ -	\$ -	\$ -	\$ -
Task 4	\$ -	\$ -	\$ -	\$ -
Task 5	\$ -	\$ -	\$ -	\$ -
Task 6	\$ -	\$ -	\$ -	\$ -
Task 7	\$ -	\$ -	\$ -	\$ -
Task 8	\$ -	\$ -	\$ -	\$ -
Task 9	\$ -	\$ -	\$ -	\$ -
Task 10	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	\$ -	\$ -	\$ -	\$ -

Grantee Name: \_\_\_\_\_

Grant No.: \_\_\_\_\_

## ATTACHMENT E SAMPLE INVOICE AND PROGRESS REPORT

---

### INVOICE AND PROGRESS REPORT

Project Manager Name

Agency

Address

Telephone

Contract #:

Invoice Date:

Invoice #: \_\_\_\_\_ Invoice Period: (from) (to) \_\_\_\_\_

#### Description of Activity for Invoice Period

##### Task 1

**1. Work Accomplished this Invoice Period**

Add description

**2. Work Anticipated for Next Invoice Period**

Add description

**3. Challenges or Problems Experienced and Actions Toward Resolution**

Add description

##### Task 2

**1. Work Accomplished this Invoice Period**

Add description

**2. Work Anticipated for Next Invoice Period**

Add description

**3. Challenges or Problems Experienced and Actions Toward Resolution**

Add description

#### Summary of Progress

Task	Scheduled Start Date	Scheduled Completion Date	Completed This Invoice Period? (mark x)	Start Next Invoice Period? (mark x)	Complete Next Invoice Period? (mark x)
Task 1					
Task 2					
Task 3					