TransNet SENIOR MINI-GRANT PROGRAM

GRANT AGREEMENT
BETWEEN THE SAN DIEGO ASSOCIATION OF GOVERNMENTS
AND RECIPIENT NAME

AGREEMENT NO. INSERT NUMBER

This grant agreement (AGREEMENT) is between the San Diego Association of Governments (SANDAG) and Insert Recipient Name, referred to as RECIPIENT. SANDAG and RECIPIENT are also collectively referred to as "the Parties."

RECITALS

The following recitals are a substantive part of this AGREEMENT:

A. The SANDAG Board of Directors allocates funds under the TransNet local sales tax program.

B. The TransNet Extension Ordinance contains provisions for the creation of a Senior Mini-Grant (SMG) Program with a goal of funding innovative and cost-effective approaches to providing improved senior transportation. SANDAG allocates SMG funds through the SANDAG Specialized Transportation Grant Program (STGP).

C. The TransNet Extension Ordinance states that TransNet funds are not intended to supplant other sources of funding. By signing this AGREEMENT, RECIPIENT certifies that funds provided under this AGREEMENT will not supplant fund sources previously available to RECIPIENT from other sources.

D. The grant award (this AGREEMENT) and RECIPIENT's performance are subject to Board Policy No. 035, which is available on the SANDAG web page, https://www.sandag.org/about/bylaws-and-policies.

E. SANDAG issued a solicitation seeking applications from entities wishing to apply for a portion of the SMG funds on Insert Date, and on Insert Date, the SANDAG Board of Directors approved a list of recommended SMG projects for the Insert Cycle Number competitive grant cycle. RECIPIENT's application and project were selected for award and are the subject of this AGREEMENT. The AGREEMENT incorporates RECIPIENT's application materials to the extent they are not in conflict, and establishes the terms and conditions for SANDAG to provide RECIPIENT with funding to implement the Insert Name of Project (Project). The Project will be carried out as described in the Project Description, which is an attachment to this AGREEMENT.

F. Although SANDAG will be providing financial assistance to RECIPIENT to support the Project, SANDAG will not take an active role or retain substantial control of the Project. Therefore, this AGREEMENT is characterized as a funding agreement rather than a cooperative agreement.

G. RECIPIENT understands that TransNet funds derive from retail transactions and use tax revenues which fluctuate. SANDAG funding commitments to SMG projects, including this Project, are subject to these fluctuations, which may impact funding availability for this Project.

In consideration of the above recitals, and the mutual promises of the Parties, RECIPIENT and SANDAG agree as follows:

I. GRANT AWARD

The total amount payable to RECIPIENT by SANDAG pursuant to this AGREEMENT will not exceed Insert Grant Amount (Fund Limit).

It is agreed and understood that this Fund Limit is a ceiling and that SANDAG will only reimburse the allowable cost of services actually rendered in accordance with the AGREEMENT. The actual amount reimbursed by SANDAG may be less than the Fund Limit.

II. TERM OF AGREEMENT

The effective date of this AGREEMENT is the last date on which a party executes this AGREEMENT. SANDAG authorizes RECIPIENT to begin working on the Project, and RECIPIENT agrees to undertake Project work promptly after receiving a written Notice to Proceed from SANDAG. RECIPIENT must not proceed with the Project, and will not be eligible to receive payment for work performed prior to SANDAG's issuance of a written Notice to Proceed.

This AGREEMENT terminates Insert Number of Years years after the effective date, unless it is amended in writing by the Parties.

III. LOCAL MATCH FUNDS

RECIPIENT must provide matching funds in an amount of Insert Match Percentage with two digits after decimal (XX.XX%) percent (Match Percentage) of the actual cost of the Project. If the full Fund Limit is paid by SANDAG, RECIPIENT's match amount is estimated to be $Insert Match Amount. If the actual cost of the Project exceeds the Fund Limit, RECIPIENT is responsible for 100 percent of the actual cost greater than the Fund Limit.

Reimbursement of credits for local matching funds will be made or allowed only for work performed on and after the Notice to Proceed date and prior to the termination date of this AGREEMENT, unless expressly permitted by SANDAG in writing, as permissible local match expenditures made prior to the effective date of this AGREEMENT.

RECIPIENT agrees to contribute at least the Match Percentage using sources other than TransNet Ordinance funds or fare revenues. Matching funds may be in the form of in-kind contributions if included in the Project Description. RECIPIENT must maintain a cumulative match contribution to the Project that meets or exceeds the required matching funds percentage shown above.

IV. PROJECT COMPLETION AND USE OF FUNDS

RECIPIENT agrees to complete the Project as described in the Project Description using the TransNet funds provided under the AGREEMENT and any matching funds committed solely for the Project.

V. NOTIFICATION OF PARTIES

RECIPIENT's Project Manager is Insert Recipient PM Name.

The SANDAG STGP Project Manager is Insert SANDAG PM Name.

All notices will be deemed to have been fully given when made in writing and received by the Parties at their respective addresses below. RECIPIENT must notify SANDAG of any change to its Project Manager no later than 15 days after the change has been made.

SANDAG: San Diego Association of Governments
Attention: Insert SANDAG PM Name
1011 Union Street, Suite 400
San Diego, CA 92101
grantsdistribution@sandag.org

RECIPIENT: Insert Recipient Name
Attention: Insert Recipient PM Name
Insert Recipient Address
Insert Recipient Address
Insert Recipient PM Email

VI. SCOPE OF PERFORMANCE

This AGREEMENT was awarded based on the application submitted by RECIPIENT with the intention that the awarded funds would be used to implement the Project as described in the Project Description. Any substantive deviation from the Project Description must be approved in advance by written amendment if grant funds are to be used for such changes. If RECIPIENT believes substantive changes need to be made to the Project, RECIPIENT will immediately notify SANDAG in writing. SANDAG will then determine whether the Project is still consistent with the overall objectives of the SMG Program and whether the changes would have negatively affected the Project ranking during the grant application process. SANDAG reserves the right to have AGREEMENT funding withheld or refunded due to substantive Project changes.

RECIPIENT shall prioritize the service funded by this AGREEMENT for the target population, ensuring that at least 80 percent (80%) of the service is provided for older adults who are 60 years of age or older.

RECIPIENT must make diligent and timely progress toward completion of the Project within the timelines set forth in the Project Schedule, which is included in the Project Description. RECIPIENT further agrees to the requirements and timeframes set forth in SANDAG Board Policy No. 035 “Competitive Grant Program Procedures”, as amended, and located on the SANDAG web page.

In the event RECIPIENT encounters or anticipates difficulty in meeting the Project Schedule, RECIPIENT shall immediately notify the STGP Project Manager in writing and shall provide pertinent details, including the reason(s) for the delay in performance and the date by which RECIPIENT expects to complete performance. RECIPIENT’s notification will be informational in character only, and SANDAG's receipt of it is not a waiver by SANDAG of a project delivery schedule or date, or any rights or remedies provided by this AGREEMENT.

VII. PROJECT BUDGET

The RECIPIENT and SANDAG have agreed to a Project Budget that is set forth in the Project Description. The RECIPIENT and/or third-party contractor(s) will incur obligations to the Project only as authorized by the Project Budget. RECIPIENT may, with prior written approval from the STGP Project Manager, reallocate funds between tasks in the Project Budget as long as all of the following conditions are met:

- The funds to be reallocated do not exceed an aggregate amount of ten percent for any particular task in the Project Budget,
- The reallocation does not negatively impact the benefits obtained from the Project, and
- There is no increase to the Fund Limit or decrease to the Match Percentage shown on the second page of this AGREEMENT.

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

VIII. PERFORMANCE MONITORING AND COMPLIANCE

RECIPIENT's performance will be monitored for consistency with the Project Description. SANDAG will utilize an STGP Grant Monitoring Checklist to document compliance using both cost and non-cost performance indicators.

RECIPIENT's performance will be measured against the Performance Targets included in the Project Description during the term of the AGREEMENT. If the RECIPIENT does not achieve, or if SANDAG does not anticipate that the RECIPIENT will achieve, the minimum performance requirements, SANDAG will issue RECIPIENT a written Notice to Complete a Recovery Plan pursuant to the SANDAG Specialized Transportation Program Management Plan (PMP).

SANDAG will utilize the STGP Grant Monitoring Checklist at regular site visits or desk reviews to verify compliance with provisions in this AGREEMENT and document compliance deficiencies. If RECIPIENT does not comply with provisions in this AGREEMENT, SANDAG will issue RECIPIENT a written Notice to Complete a Recovery Plan pursuant to the PMP.

RECIPIENT shall comply with the most recently approved version of the PMP. A copy of the PMP can be obtained from the STGP web page or the STGP Project Manager. In the case of a conflict between the PMP and this AGREEMENT, this AGREEMENT prevails.

IX. FUNDING REQUIREMENTS

The Parties mutually understand that this AGREEMENT was written for their mutual benefit to avoid program and fiscal delays that would occur if the AGREEMENT were executed only after ascertaining the availability and appropriation of funds.

This AGREEMENT is valid and enforceable only if sufficient funds are available to SANDAG through the SMG Program for the purpose of this Project. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the SANDAG Board of Directors, Congress, or the State Legislature that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

It is mutually agreed that, if the SMG Program does not provide sufficient funds for the Project, this AGREEMENT will be amended to reflect any reduction in funds.

SANDAG has the option to void this AGREEMENT under the termination clause or to amend this AGREEMENT to reflect any reduction of funds. In the event of an unscheduled termination, SANDAG may reimburse or offset RECIPIENT costs in accordance with this AGREEMENT.

X. ALLOWABLE COSTS

SANDAG will reimburse RECIPIENT for expended actual allowable costs pursuant to the SANDAG Specialized Transportation Program Management Plan (PMP), including, but not limited to, labor costs, employee benefits, travel, and third-party contract costs incurred by RECIPIENT in performance of the Project work, not to exceed the Fund Limit set forth in this AGREEMENT.

Reimbursement of RECIPIENT expenditures will be authorized only for those allowable costs actually incurred by RECIPIENT in the performance of the Project work. RECIPIENT must have incurred the expenditures on or after receiving the SANDAG Notice to Proceed, and before the termination date of this AGREEMENT, and also must have paid for those costs to claim any reimbursement.

Transportation and subsistence costs will be reimbursed at the actual costs incurred by the RECIPIENT, as supported by receipts, and must not exceed the maximum amounts authorized for state employees, which are available at https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx.

SANDAG will reimburse RECIPIENT for vehicle expenses claimed using a mileage reimbursement rate up to the current maximum allowable by the Internal Revenue Service (IRS). Subject to the conditions outlined in the next paragraph, the mileage reimbursement rate shall cover all vehicle expenses, with the exception of parking fees and roadway tolls. The vehicle expenses covered by the mileage reimbursement rate include, but are not limited to, fuel, oil, repairs, wear items (e.g., tires, brakes, mufflers), preventative maintenance, parts, washing, license and registration fees, and insurance. The mileage reimbursement will only be paid for mileage reflected in a RECIPIENT-maintained mileage log. The mileage log must include the vehicle identification number, date and time of trip, trip purpose, beginning odometer, ending odometer, and total trip mileage. Receipts are required for parking and tolls. SANDAG may, at its discretion, audit RECIPIENT's mileage logs and require RECIPIENT's submission of its mileage logs with any RECIPIENT invoices seeking mileage reimbursement.

RECIPIENT must submit invoices no more frequently than monthly and no less frequently than every 90 calendar days. SANDAG will reimburse RECIPIENT for all allowable Project costs no more frequently than monthly, and no less frequently than every 90 calendar days, in arrears as promptly as SANDAG fiscal procedures permit upon receipt of itemized signed invoices. The standardized RECIPIENT invoice and reporting forms will be provided by the STGP Project Manager. Invoices shall reference this AGREEMENT number, and must be signed and submitted to SANDAG at the following address or as may be otherwise indicated by SANDAG:

San Diego Association of Governments
Attention: STGP Project Manager
1011 Union Street, Suite 400
San Diego, CA 92101
grantsdistribution@sandag.org

XI. COST PRINCIPLES

RECIPIENT agrees to comply with 2 CFR Part 200, as amended, including but not limited to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable.

RECIPIENT agrees, and will cause its third-party contractors to agree, that (a) Contract Cost Principles and Procedures and Federal Acquisition Regulations System under 2 CFR 200 will be used to determine the allowability of individual Project cost items; and (b) all parties must comply with federal administrative procedures in accordance with 2 CFR Part 200, as amended, and Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

Any Project costs for which RECIPIENT has received payment or credit that are determined by subsequent audit to be unallowable are subject to repayment by RECIPIENT to SANDAG by offset or other means approved by SANDAG. Should RECIPIENT fail to reimburse moneys due to SANDAG within 30 calendar days of discovery or demand, or within such other period as may be agreed to in writing between the Parties, SANDAG is authorized to intercept and withhold future payments due to RECIPIENT from SANDAG.

XII. REPORTS AND DATA COLLECTION

RECIPIENT must submit written progress reports to allow SANDAG to determine if RECIPIENT is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that

remedies can be developed. Grant Progress reports, including Project data establishing RECIPIENT's performance as compared to the Performance Targets included in the Project Description, must be provided by RECIPIENT to SANDAG at least quarterly. The standardized RECIPIENT invoice and reporting forms will be provided by the STGP Project Manager if online software is not available.

RECIPIENT must promptly provide SANDAG with any requested data regarding trips, populations served, or other data as may be needed to establish RECIPIENT's performance and compliance with the AGREEMENT.

In order to track the types of persons served by grantees as well as provide information to RECIPIENT to help it better serve its clients, RECIPIENT must collect client demographic information at least quarterly, and report those data to SANDAG on an annual basis or upon request, on a form to be provided by the STGP Project Manager.

XIII. INDEMNIFICATION AND LIABILITY

Nothing in the provisions of this AGREEMENT is intended to create duties or obligations to or rights in third parties to this AGREEMENT or to affect the legal liability of either party to the AGREEMENT by imposing any standard of care with respect to operation, maintenance, or repair different from the standard of care imposed by law or this AGREEMENT. In connection with the Project, RECIPIENT agrees that SANDAG is not subject to any obligations or liabilities to any subgrantee, lessee, third-party contractor, or other person or entity that is not a party to this AGREEMENT. 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 RECIPIENT, including any subgrantee, lessee, or third-party contractor at any tier.

Neither SANDAG nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by RECIPIENT or its third-party contractor(s) under or in connection with any work, authority, or jurisdiction arising from or related to this AGREEMENT. RECIPIENT and its third-party contractor(s) must fully defend, indemnify, and save harmless SANDAG, its officers and employees from all claims, suits, or actions of every name, kind, and description occurring by reason of anything done or omitted to be done by RECIPIENT and its third-party contractor(s) under or in connection with any work, authority, or jurisdiction arising under this AGREEMENT.

In all third-party contracts funded in whole or in part under this Agreement, RECIPIENT shall include provisions requiring the third-party contractor to defend, indemnify, and hold harmless SANDAG, its officers, officials, employees, and agents on terms at least as protective as those set forth in this AGREEMENT.

[Delete the following language if the RECIPIENT is a government agency.]

XIV. INSURANCE

A. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII. Carriers must be licensed to do business in California and maintain an agent for service of process within California. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

B. Pass-Through Costs to SANDAG

To the extent RECIPIENT elects to pass through insurance premium costs to SANDAG, RECIPIENT shall not charge SANDAG for any insurance costs that are not directly attributable to the Project. RECIPIENT

shall not pass through insurance costs to SANDAG that are attributable to, or overlap with, work performed for RECIPIENT's other projects or clients or are included in RECIPIENT's indirect cost rate.

C. Notice of Termination, Cancellation, or Change

Should any of the insurance policies be canceled before the expiration date thereof, notice will be delivered in accordance with the policy provisions and sent to SANDAG. RECIPIENT shall notify SANDAG immediately following RECIPIENT's first notice or awareness of any proposed or actual termination, cancellation, or change in its insurance coverage. Each insurance policy required by this clause shall state or be endorsed to state that coverage shall not be amended or canceled, except after 30 days' prior written notice has been given to SANDAG. Notice of cancellation sent by registered mail, postage prepaid, with a return receipt requested, shall be sufficient notice.

D. Failure to Provide Insurance

Failure by RECIPIENT to provide and continue in force any insurance as described in this Insurance Section shall be deemed a material breach of this Agreement, which SANDAG may deem to constitute cause for immediate termination. SANDAG reserves the right to withhold payments to RECIPIENT in the event of material noncompliance with the insurance requirements outlined herein.

E. Certificates of Insurance and Endorsements

RECIPIENT shall furnish SANDAG with Certificates of Insurance and any required endorsements affecting coverage required by this section. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Endorsements must specifically state that they modify the policy language. All certificates and endorsements are to be received and approved by SANDAG before work commences. RECIPIENT shall ensure that the representations made on the Certificate of Insurance and Endorsements are true and correct. Complete policies of insurance shall be provided to SANDAG upon request and no later than five (5) days after such request. The coverage forms and related endorsements required herein shall conform to the Insurance Services Office (ISO) or equivalent coverage forms.

F. Commercial General Liability and Auto Liability Endorsements

The Commercial General and Auto Liability policies shall contain, or be endorsed to contain, the following provisions:

- SANDAG, its directors, officers, agents, and employees are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the RECIPIENT, including materials, parts, or equipment furnished in connection with such work or operations.

- Commercial general liability coverage shall be provided in the form of an additional insured policy endorsement to the Consultant's insurance at least as broad as ISO CG 20 10 and CG 20 37 forms, respectively. Auto liability coverage shall be provided in the form of an additional insured policy endorsement at least as broad as the ISO CA 20 48 form.

- For any claims related to this project, the RECIPIENT's insurance coverage shall be primary insurance as to SANDAG, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the entity, its officers, officials, employees, or volunteers shall be excess of the RECIPIENT's insurance and shall not contribute to it. RECIPIENT shall provide SANDAG a conforming ISO CG 20 01 Endorsement for Commercial General Liability and ISO CA 04 50 Endorsement for Auto Liability, respectively.

- RECIPIENT agrees to waive all rights against SANDAG and its directors, officers, agents and employees for recovery of damages to the extent these damages are covered by the Commercial

General Liability and Auto Liability insurance required pursuant to this AGREEMENT. RECIPIENT shall provide SANDAG a conforming ISO CG 24 04 Endorsement for Commercial General Liability and ISO CA 04 44 Endorsement for Auto Liability, respectively.

G. Insurance Certificate Submittals

SANDAG uses an insurance tracking software to track and verify insurance coverage. RECIPIENT is responsible for ensuring that its insurance agent(s) send SANDAG updated certificates of insurance throughout the term of this AGREEMENT via the insurance tracking software or as otherwise requested by SANDAG. Acceptance by SANDAG of a certificate of insurance or endorsement that varies from the requirements in this AGREEMENT shall not constitute a waiver by SANDAG of strict compliance with the provisions in this AGREEMENT.

1. Initial Certificate Submittal

RECIPIENT will receive an email from SANDAG's insurance tracking software, certificaterequest@mycoisolution.com. RECIPIENT shall follow the instructions contained in the email and complete the online registration. Upon completion of registration, myCOI will request proof of insurance directly from RECIPIENT's insurance agents. SANDAG will not execute the AGREEMENT, and RECIPIENT shall not commence work unless RECIPIENT is registered with myCOI, compliant Certificates of Insurance (COIs) and endorsements have been received, and SANDAG has deemed the RECIPIENT as compliant with the insurance requirements.

2. Renewal Certificate Submittals

RECIPIENT shall cause its insurance agents to comply with requests for updated information from myCOI on no less than an annual basis. RECIPIENT is responsible for ensuring that its agents send SANDAG updated certificates of insurance throughout the term of the AGREEMENT via myCOI. SANDAG reserves the right to terminate this AGREEMENT or to withhold payments to RECIPIENT if RECIPIENT fails to maintain compliance with the insurance requirements of this AGREEMENT, including providing current certificates of insurance and endorsements to myCOI.

H. No Limitation on Liabilities and Obligations

The requirements as to the types and limits of insurance coverage to be maintained by RECIPIENT, and any approval of said insurance by SANDAG or myCOI, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by RECIPIENT pursuant to this AGREEMENT, including, but not limited to, the provisions concerning indemnification.

The specified insurance limits are minimum amounts to be provided, and any insurance maintained by RECIPIENT above such limits shall provide protection to SANDAG and all additional insureds to the same extent as other insurance provided by RECIPIENT.

I. Waiver and Release of Liability for Auto Liability and/or Workers' Compensation Insurance

Notwithstanding the foregoing section, RECIPIENT may be granted a waiver of the requirements in this section under the following conditions:

- If RECIPIENT does not purchase Workers' Compensation insurance because it has no employees or it has fewer employees than is mandated by the Workers' Compensation statutes, regulations, and applicable to employers in the state of California, then RECIPIENT will be required to sign the Workers' Compensation Waiver and Release of Liability Agreement in order to be allowed to perform work or services for SANDAG. The document is available from the SANDAG Contracts Department.

- If RECIPIENT does not purchase Auto Liability insurance because it has no vehicles that will be used in the course of performing work pursuant to this AGREEMENT, and its business will not utilize hired or non-owned vehicles in the course of performing work pursuant to this AGREEMENT in the state of California, then RECIPIENT will be required to sign the Automobile Liability Waiver and Release of Liability Agreement in order to be allowed to perform work or services for SANDAG. The document is available from the SANDAG Contracts Department. Until the Waiver is signed or Auto Liability insurance consistent with this Agreement is purchased and approved by SANDAG, RECIPIENT is not authorized to use a vehicle in the course of performing work pursuant to this AGREEMENT.

J. Self-Insured Retentions

Any self-insured retentions must be declared to SANDAG. At the option of SANDAG, the RECIPIENT shall provide a financial guarantee satisfactory to SANDAG guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

K. Claims-Made Coverages

If any of the RECIPIENT's insurance is written on a claims-made form:

- The insurance coverage period must commence before the effective date of the AGREEMENT or the beginning of work performed pursuant to the AGREEMENT.

- Insurance must be maintained, and evidence of insurance must be provided for at least two years after completion of work under the AGREEMENT.

- If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the AGREEMENT effective date, the RECIPIENT must purchase an extended reporting coverage for a minimum of two years after completion of work under the AGREEMENT.

- A copy of the claims reporting requirements must be submitted to SANDAG for review.

L. Cross-Liability Coverage

If RECIPIENT's liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

M. Additional Insureds

The Commercial General Liability and Auto Liability policies shall name in the endorsements and schedules as additional insured, San Diego Association of Governments (SANDAG) and its directors, officers, agents, employees, and designated volunteers.

N. Minimum Policy Limits and Requirements

RECIPIENT must procure and maintain, and cause its third-party contractors to maintain, during the period of performance of this AGREEMENT and for 12 months following the termination date of this AGREEMENT, 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 provided below.

With regard to Automobile Liability, RECIPIENT has two coverage options:

- Related to autos that are owned[1] by the RECIPIENT, RECIPIENT is responsible for full coverage on all autos (ISO Form CA 00 01, Code 1).

- If RECIPIENT does not own the vehicles used in service, then RECIPIENT may obtain coverage for hired autos[2] (Code 8) and non-owned autos (Code 9).

RECIPIENT is responsible for notifying SANDAG of any change in auto ownership and/or coverage and must affirm to SANDAG that the proper level of insurance has been obtained based on the ownership status of each vehicle used in service. If proper levels of insurance are not obtained, RECIPIENT may not be reimbursed for Project Costs associated with the use of those vehicles. Further, RECIPIENT shall ensure its third-party contractors obtain proper levels of Automobile Liability insurance coverage, indemnify SANDAG, and include SANDAG as an additional insured in all Automobile Liability policies as provided above, providing endorsements upon request by SANDAG.

Insurance Type	Requirements	Limits
Commercial General Liability (CGL)	Coverage shall conform to ISO Form CG 00 01 covering CGL on an "occurrence" basis. Policy shall include all elements of Coverages A, B, and C.	Limits no less than **$1,000,000** per occurrence for bodily injury, personal injury, and property damage. The general aggregate limit shall be twice the required occurrence limit. The policy shall be issued on an occurrence basis.
Automobile Liability	Coverage shall conform to ISO Form CA 00 01 covering any auto (Code 1). If RECIPIENT does not own[3] vehicles, coverage shall instead include hired autos (Code 8) and non-owned autos (Code 9). RECIPIENT must cause its third-party contractor(s) to include SANDAG as an additional insured on its/their policy.	Limit no less than **$1,000,000** per accident for bodily injury and property damage. The policy shall be issued on a combined single limit.

[1] As defined in the California Vehicle Code, Section 460, an "owner" is a person or entity having all the incidents of ownership, including the legal title of a vehicle whether or not such person lends, rents, or creates a security interest in the vehicle; the person entitled to the possession of a vehicle as the purchaser under a security agreement; or the State, or any county, city, district, or political subdivision of the State, or the United States, when entitled to the possession and use of a vehicle under a lease, lease-sale, or rental-purchase agreement for a period of 30 consecutive days or more. For purposes herein, owner also includes "registered owner" as defined by the California Vehicle Code, Section 505, as the person or entity that has registered with the DMV as the owner/operator of the vehicle.

[2] Hired auto includes temporary, leased, rented, and borrowed vehicles used in operations.

[3] As defined in the California Vehicle Code, Section 460, an "owner" is a person or entity having all the incidents of ownership, including the legal title of a vehicle whether or not such person lends, rents, or creates a security interest in the vehicle; the person entitled to the possession of a vehicle as the purchaser under a security agreement; or the State, or any county, city, district, or political subdivision of the State, or the United States, when entitled to the possession and use of a vehicle under a lease, lease-sale, or rental-purchase agreement for a period of 30 consecutive days or more. For purposes herein, owner also includes "registered owner" as defined by the California Vehicle Code, Section 505, as the person or entity that has registered with the DMV as the owner/operator of the vehicle.

Workers' Compensation and Employer's Liability	The 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" covering SANDAG and its directors, officers, and employees. If the RECIPIENT utilizes a Professional Employer Organization (PEO), RECIPIENT must furnish a certificate documenting that the RECIPIENT is named as insured along with the required Waiver of Right to Recover From Others Endorsement.	As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than **$1,000,000** per accident; **$1,000,000** policy limit bodily injury by disease; and **$1,000,000** each employee bodily injury by disease.

XV. DISABILITY ACCESS REVIEW

Disability access review by the Department of General Services (Office of State Architect) is required for the construction of all publicly funded buildings, structures, sidewalks, curbs, and related facilities. No construction contract will be awarded by RECIPIENT unless RECIPIENT plans and specifications for such facilities conform to the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Administrative Code and the Americans with Disabilities Act (42 USC 12101, et seq.).

XVI. NON-DISCRIMINATION

During the performance of this AGREEMENT, RECIPIENT and all of its third-party contractors, if any, must not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, age (over 40), gender identity or expression, sex (including pregnancy, childbirth, breastfeeding or related medical conditions), medical condition, physical or mental disability, genetic information, sexual orientation, marital status, military or veteran status or any other category protected under federal, state or local law. RECIPIENT and its third-party contractors must ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. RECIPIENT and its third-party contractors must comply with the provisions of the Fair Employment and Housing Act (California Government Code section 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this AGREEMENT by this reference as if set forth in full. RECIPIENT and its third-party contractor(s) must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

RECIPIENT must include the nondiscrimination and compliance provisions of this Section in all third-party contracts to perform work under this AGREEMENT.

RECIPIENT agrees to comply with all applicable civil rights statutes and implementing regulations including, but not limited to, the following:

A. Nondiscrimination on the Basis of Disability

RECIPIENT agrees to comply, and assures the compliance of each third-party contractor at any tier of the project, with the applicable laws and regulations, discussed below, for nondiscrimination on the basis of disability.

- The ADA, as amended (42 U.S.C. 12101, et seq.), prohibits discrimination against qualified individuals with disabilities in all programs and activities, as well as imposes specific requirements on public and private providers of public transportation.

- In addition, those who receive any AGREEMENT funds should be aware that they also have responsibilities under Titles I, II, III, IV, and V of the ADA in the areas of employment, public services, public accommodations, telecommunications, and other provisions.

B. Nondiscrimination—Title VI

RECIPIENT agrees to comply, and assures the compliance of each third-party contractor at any tier of the Project, with all of the following requirements under Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination.

XVII. COMPLAINT PROCEDURES

RECIPIENT must record and track complaints made by employees, volunteers, clients, or the general public, including complaints relating to Title VI, ADA, and service quality, or any other grievance pertaining to the Project. RECIPIENT must establish and implement procedures to ensure timely resolution of complaints and sufficiently document steps taken to investigate and address complaints. RECIPIENT must make these records available to SANDAG for inspection during audits. Additionally, RECIPIENT must report service quality complaints to SANDAG on regularly submitted progress reports. If RECIPIENT receives a Title VI-related or ADA-related complaint, RECIPIENT must notify SANDAG in writing within 72 hours of receiving the complaint so that SANDAG can determine whether it needs to carry out its own investigation.

XVIII. ELDER ABUSE REPORTING

California Welfare and Institutions Code (WIC) §15630 provides in part: “Any person who has assumed full or intermittent responsibility for care or custody of an elder or dependent adult, whether or not that person receives compensation…is a mandated reporter.”

To the extent RECIPIENT or a third-party contractor at any tier is a mandated reporter, RECIPIENT agrees to comply, and assure the compliance of said third-party contractors, with the applicable provisions of the Elder Abuse and Dependent Adult Civil Protection Act (WIC §15600, et seq.). Additional information and training for mandated reporters can be found on the California Department of Social Services website: https://www.cdss.ca.gov/inforesources/cdss-programs/adult-protective-services.

XIX. PURCHASES BY RECIPIENT

RECIPIENT must competitively procure any third-party contract whose cumulative value will exceed $10,000 over a twelve-month period. RECIPIENT shall provide an evaluation of the necessity of incurring each third-party contract upon request by the STGP Project Manager.

The absence of a competitive procurement must be adequately justified in a Sole Source Request form, which is available upon request from the STGP Project Manager. Approval of the RECIPIENT’s Sole Source Request form must be obtained from the SANDAG Grants Program Manager prior to the RECIPIENT entering into the contract with the third-party contractor.

RECIPIENT must maintain ownership of any property purchased using AGREEMENT funding (Property) and shall use such Property only for the purposes set forth in this AGREEMENT. The Parties agree to meet and confer in good faith to ensure the continued use of the Property for the purposes intended. For

Property other than vehicles, the useful life of the Property will be specified in the Project Description if known at the time of contracting.

RECIPIENT must maintain each piece of Property in good operating order consistent with the purposes for which it was intended. RECIPIENT agrees to make all maintenance records available to SANDAG and include, as applicable, in reports (See the Section titled “Reports and Data Collection”, above).

RECIPIENT must maintain, or cause to be maintained, the Property at a high level of cleanliness, safety, and if applicable, mechanical soundness, under maintenance procedures, which RECIPIENT must create and implement. SANDAG shall have the right to conduct periodic maintenance inspections for the purpose of confirming the existence, condition, and proper maintenance of the Property.

Any Property purchased as a result of this AGREEMENT is subject to the following:

- RECIPIENT must maintain an inventory record for each piece of non-expendable Property purchased or built with funds provided under the terms of this AGREEMENT at least once every two years.

- The inventory record of each piece of such Property must include, but not be limited to, the description, I.D. number, acquisition date, cost, grant-funded percentage, grant number, useful life, location, use and condition, disposition action, title holder and/or any other information necessary to identify said Property (2 CFR Part 200, as amended).

- Non-expendable Property is those items of Property that have a normal life expectancy of one year or more and an approximate unit price of $5,000 or more. In addition, theft-sensitive items of Property costing less than $5,000 shall be inventoried. A copy of the inventory record must be submitted to SANDAG upon request.

A. SANDAG and RECIPIENT agree that if a piece of Property is utilized for transportation services, it shall be provided in a nondiscriminatory manner.

XX. THIRD-PARTY CONTRACTING

RECIPIENT must perform the work contemplated with resources available within its own organization and no portion of the work will be completed by a third-party contractor without written authorization by SANDAG. Any third-party contract entered into as a result of this AGREEMENT must contain all the provisions stipulated in this AGREEMENT to be applicable to RECIPIENT’s third-party contractor, including but not limited to indemnification and insurance. By requesting approval from SANDAG for use of a third-party contractor, RECIPIENT will be asserting to SANDAG that it has an independent contractor relationship with that third-party contractor that meets the requirements under California law.

RECIPIENT must execute and cause its third-party contractors to execute debarment and suspension certificates stating they have not been disqualified from doing business with government entities. RECIPIENT must provide signed debarment and suspension certificates to SANDAG in advance of utilizing any third-party contractor.

Any third-party contract entered into by RECIPIENT as a result of this AGREEMENT must mandate that travel, per diem reimbursements, and third-party contract reimbursements will be allowable as Project costs only after those costs are incurred and paid for by the third-party contractor.

If a local match is required, RECIPIENT must ensure that local match funds used for the Project meet the requirements outlined in this AGREEMENT in the same manner as is required of all other Project expenditures.

Although RECIPIENT may delegate any or almost all Project responsibilities to one or more third-party contractors at any tier, RECIPIENT agrees that it, rather than any third-party contractor, is ultimately responsible for compliance with all applicable laws, regulations, and this AGREEMENT.

XXI. ETHICS

RECIPIENT agrees to maintain a written code of conduct or standards of conduct that shall govern the actions of its officers, employees, board members, or agents engaged in the award or administration of subagreements, leases, or third-party contracts supported with funding provided under this AGREEMENT.

SANDAG has established policies concerning potential conflicts of interest as provided in SANDAG Board Policy No. 016 and SANDAG Board Policy No. 023. These policies, which are available on the SANDAG web page, apply to RECIPIENT. For all awards by SANDAG or RECIPIENT, any practices which might result in unlawful activity are prohibited, including, but not limited to, rebates, kickbacks, or other unlawful considerations. SANDAG and RECIPIENT staff are specifically prohibited from participating in the selection process for a procurement when those staff have a close personal relationship, family relationship, or past (within the last 12 months), present, or potential business or employment relationship with a person or business entity seeking a contract. It is unlawful for any contract to be made by SANDAG or RECIPIENT if one of their respective board members or staff has a prohibited financial interest in the contract. Staff are also prohibited from soliciting or accepting gratuities from any organization seeking funding from SANDAG or RECIPIENT. Neither SANDAG nor RECIPIENT's officers, employees, agents, and board members will solicit or accept gifts, gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements.

RECIPIENT's written code of conduct must include the above provisions and penalties, sanctions, or other disciplinary actions for violation of these provisions by its officers, employees, board members, agents, or third-party contractors at any tier. By signing this AGREEMENT, RECIPIENT affirms that it has no knowledge of an ethical violation by SANDAG or RECIPIENT staff. If RECIPIENT 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 at SANDAG, 1011 Union Street, Suite 400, San Diego, California 92101; (619) 699-1900.

XXII. COMPLIANCE WITH LABOR AND OTHER LAWS

If this Project will result in the construction, alteration, modification, or maintenance of a "Public Work," as that term is defined in the Labor Code, then RECIPIENT must conform to the provisions of the Labor Code applicable to Public Works as set forth in sections 1720 through 1815, all applicable regulations of the Department of Industrial Relations, and determinations of coverage as issued by the Director of Industrial Relations.

RECIPIENT must include in all third-party contracts funded by this AGREEMENT, which contemplate the actual construction of a Public Works project paid for by funds allocated under this AGREEMENT, a clause that requires each third-party contractor to comply with California Labor Code requirements that all workers employed on public works projects (as defined in California Labor Code Sections 1720-1815) will be paid not less than the general prevailing wage rates predetermined by the Director of the State Department of Industrial Relations.

RECIPIENT must comply with all federal, state, and local laws and ordinances applicable to this AGREEMENT. This includes compliance with laws defining independent contractors, when applicable. RECIPIENT must pass all of the provisions in this section through to its third-party contractors at any tier.

RECIPIENT must be aware of the requirements of the Immigration Reform and Control Act of 1986 and comply with those requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, consultants, and subcontractors that are contemplated by this AGREEMENT.

RECIPIENT represents and warrants to SANDAG that it has all necessary licenses, permits, qualifications, and approvals, of whatever nature, that are legally required for it to operate legally. RECIPIENT further represents and warrants to SANDAG that it shall keep in effect at all times during the term of this AGREEMENT any licenses, permits, and approvals that are required for it to perform under this AGREEMENT.

The State Fire Marshal adopts building standards for fire safety and panic prevention. When applicable, RECIPIENT must ensure that any relevant Project plans meet the standards of the State Fire Marshal to ensure consistency with fire protection standards.

XXIII. RECORDS RETENTION AND AUDITS

RECIPIENT, and its third-party contractors at any tier, must establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line item for the Project. The accounting system of RECIPIENT and its third-party contractors at any tier must conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of RECIPIENT, and its third-party contractors at any tier, connected with Project performance under this AGREEMENT must be maintained for a minimum of three years from the date of the SANDAG final payment to RECIPIENT and be held open to inspection, copying, and audit by representatives of SANDAG and auditors representing the federal or state government. Copies must be furnished by RECIPIENT, and its third-party contractors at any tier, upon receipt of any request made by SANDAG or its agents.

RECIPIENT, and its third-party contractors at any tier, will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by SANDAG for the purpose of any investigation to ascertain compliance with this AGREEMENT.

XXIV. MEDIA AND COMMUNITY OUTREACH COORDINATION

RECIPIENT agrees to keep SANDAG up to date on the Project and media and community outreach efforts, including presentations to community groups, other agencies, and elected officials. RECIPIENT agrees to assist SANDAG with media or community events related to the grant-funded Project.

RECIPIENT agrees to use the SANDAG Grant Recipient Communication Guidelines when using outreach and promotional materials, logos, social media, photographs, and testimonials to publish Project information. The SANDAG Grant Recipient Communication Guidelines can be obtained by contacting the STGP Project Manager.

As part of the reports submitted to SANDAG, RECIPIENT agrees to provide Project information to support SANDAG media and communications efforts. RECIPIENT agrees to submit at least one project photo of high quality and one project testimonial to SANDAG at least on a quarterly basis for the duration of this AGREEMENT. High-quality photos should be high resolution with a minimum of 300 pixels per inch and submitted electronically in JPEG or JPG format. Project photos should be accompanied by captions with project descriptions, dates, locations, and names of those featured, if appropriate. Project testimonials should relay information provided by Project beneficiaries on how the Project improved their mobility and advanced the program goal.

SANDAG reserves the right to use the photos and information provided by RECIPIENT for any purpose, including but not limited to social media posts, online photo albums, videos, press releases, PowerPoint presentations, web updates, newsletters, and testimonials By submitting photos to SANDAG, RECIPIENT releases the rights of the photos to SANDAG for its use and affirms that the photos have been obtained with the consent of all persons featured in the photo (or that of a parent or guardian of persons under the

age of 18) using the SANDAG Photo and Testimonial Release form to be provided by the STGP Project Manager, or a similar release form developed by RECIPIENT and agreed upon by SANDAG.

RECIPIENT agrees to include the most current SANDAG logo on promotional materials for services funded by this AGREEMENT. SANDAG will provide RECIPIENT with required logos upon request. SANDAG logos may not be used for any purpose not expressly authorized by SANDAG.

XXV. CHANGES IN TERMS OR CONDITIONS

This AGREEMENT may be amended or modified only by mutual written agreement of the Parties. RECIPIENT 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 RECIPIENT'S ability to perform the Project in accordance with the terms of this AGREEMENT. RECIPIENT 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 or RECIPIENT's ability to carry out 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, RECIPIENT agrees to send each notice to SANDAG required by this subsection by overnight mail delivery to the SANDAG Office of General Counsel with a copy to the STGP Project Manager.

XXVI. DISPUTES

This AGREEMENT shall be interpreted in accordance with the laws of the State of California.

In the event RECIPIENT has a dispute with SANDAG during the performance of this Agreement, RECIPIENT shall continue to perform unless SANDAG informs RECIPIENT in writing to cease performance. RECIPIENT shall submit a statement of the grounds for the dispute, including all pertinent dates, names of persons involved, and supporting documentation to the SANDAG STGP Project Manager. The Project Manager and other appropriate SANDAG staff will review the documentation in a timely manner and reply to RECIPIENT within 20 calendar days. Upon receipt of an adverse decision by SANDAG, RECIPIENT may submit a request for reconsideration to the SANDAG CEO. The request for reconsideration must be received within ten calendar days from the postmark date of the SANDAG reply. The CEO will respond to the request for reconsideration within ten working days. The CEO's decision will be in writing.

If RECIPIENT is dissatisfied with the results following exhaustion of the above dispute resolution procedures, RECIPIENT shall make a written request to SANDAG for mediation. SANDAG shall respond to a request for mediation within 30 calendar days. If SANDAG agrees mediation is appropriate, a mutually acceptable mediator shall be selected by the Parties, and the Parties will proceed to mediation of the dispute.

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.

XXVII. EARLY TERMINATION OF THIS AGREEMENT

This AGREEMENT may be terminated in whole or in part by either party for any reason by giving written notice to the other party at least 30 days in advance of the effective date of such termination. In the event of termination by said notice, funds reimbursed to RECIPIENT will include authorized non-cancelable obligations and eligible costs incurred prior to receipt of the notice of termination.

XXVIII. PROJECT CLOSEOUT

The termination date of this AGREEMENT refers to the last date for RECIPIENT to incur valid Project costs or credits. RECIPIENT has 60 days after the termination date of this AGREEMENT to make final allowable payments to third-party contractors, prepare a Project Closeout Report, and submit the final invoice to SANDAG for reimbursement for allowable Project costs. Any unexpended Project funds invoiced after 90 days post the termination date of this AGREEMENT will be forfeited and will no longer be accessible by RECIPIENT to reimburse for Project expenses. A Project Closeout Report can be made available by contacting the SANDAG STGP Project Manager.

XXIX. RELATIONSHIP OF PARTIES

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

XXX. INTEGRATION AND SEVERABILITY

This AGREEMENT represents the entire understanding of SANDAG and RECIPIENT as to those matters contained in it. No prior oral or written understanding is of any force or effect with respect to those matters covered under the AGREEMENT. This AGREEMENT may not be modified or altered except in writing, signed by SANDAG. If any provision of the AGREEMENT is determined invalid, the remainder of the AGREEMENT will not be affected if that remainder would continue to conform to the requirements of applicable laws or regulations. All Attachments to this AGREEMENT are incorporated by reference as though set forth in full.

XXXI. FORCE MAJEURE

Either party is excused from performance hereunder if such non-performance results from acts of God, epidemics, war, riots, acts of governmental authorities, or any other cause that could not have been overcome by the exercise of due diligence or planning by the non-performing party. In the event of the occurrence of a force majeure event, the party unable to perform must promptly notify the other party within five calendar days and provide an explanation describing why the inability to perform is not due in whole or in part to its actions or inaction. It must further use its best efforts to resume performance as quickly as possible and suspend performance only for the period necessary as a result of the force majeure event.

XXXII. SURVIVAL

The rights, obligations and conditions set forth in the Sections of this AGREEMENT entitled Indemnification and Liability, Insurance, Cost Principles, and any right, obligation or condition that, by its express terms or nature and context, is intended to survive the termination or expiration of this AGREEMENT, will survive until the last applicable statute of limitations expires.

XXXIII. WAIVER

Neither the SANDAG review, approval, or acceptance of, nor payment for, any of the work required under this AGREEMENT is a waiver of any rights under this AGREEMENT by SANDAG.

XXXIV. ATTACHMENTS

The following attachment is incorporated into and is made part of this AGREEMENT by this reference. In the event SANDAG Board Policy No. 035 “Competitive Grant Program Procedures,” as amended, conflicts with the terms of this AGREEMENT, SANDAG Board Policy No. 035 will prevail.

- Project Description (Scope of Work, Project Schedule, and Project Budget)

XXXV. 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. This AGREEMENT may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. The Parties hereby agree to the use of electronic signatures.

SAN DIEGO ASSOCIATION OF GOVERNMENTS	**RECIPIENT NAME**
ANTOINETTE MEIER **Senior Director of Regional Planning**	**RECIPIENT SIGNATORY** **Recipient Signatory Title**
APPROVED AS TO FORM:	
Office of General Counsel	

PROJECT DESCRIPTION
(SCOPE OF WORK, PROJECT SCHEDULE, AND PROJECT BUDGET)

To be inserted at the time of AGREEMENT execution.

[Note: Be sure to insert all tabs from the Scope, Schedule, Budget Excel File]