

Active Transportation Program Guidelines can be found at:

<http://www.dot.ca.gov/hq/LocalPrograms/atp/index.html>

Memorandum

To: CHAIR AND COMMISSIONERS
CALIFORNIA TRANSPORTATION COMMISSION

CTC Meeting: December 11-12, 2013

Reference No.: 4.4
Action Item

From: STEVEN KECK
Acting Chief Financial Officer

Prepared by: Ron Sheppard
Division Chief
Budgets

Subject: **2014 ACTIVE TRANSPORTATION PROGRAM FUND ESTIMATE
RESOLUTION G-13-17**

RECOMMENDATION:

The California Department of Transportation (Department) requests the California Transportation Commission (Commission) approve the 2014 Active Transportation Program (ATP) Fund Estimate.

ISSUE:

The 2014 ATP Fund Estimate's program capacities are based on Senate Bill (SB) 99 and Assembly Bill (AB) 101, along with the Federal Highway Administration, Commission and California State Transportation Agency guidance. The Department will work with Commission Staff to make any needed updates or amendments.

In addition, the following assumptions were used to calculate the 2014 ATP Fund Estimate's program capacities:

1. Distribution to Metropolitan Planning Organizations is based upon total population.
 - Federal Transportation Alternative Program (TAP) funding distributed according to Moving Ahead for Progress in the 21st Century (MAP21) guidance.
 - Other federal funds distributed by total population.
2. Recreational Trails not subject to Federal TAP distribution guidelines.
3. Federal Highway Safety Improvement Program funds will not be used in the ATP.
4. 95 percent obligation authority for all federal funding apportionments.
5. Fiscal year 2014-15 of the ATP Fund Estimate includes fiscal year 2013-14 carry over funds.
6. Population based on 2010 census data.
7. State and federal resources will remain stable throughout the fund estimate period.

BACKGROUND:

The Administration proposed the ATP in the January 2013 Governor's Budget proposal, but due to the complex nature of the programs, and the scope of the changes proposed, the Legislature chose to defer action on this proposal when adopting the June 15th Budget package and instead froze funds for these purposes and inserted intent language that the ATP would be developed before the end of the 2014 legislative session.

The new ATP will divide approximately \$124.2 million for active transportation projects between the state and regions subject to guidelines that will be adopted by the Commission.

This replaces the current system of small-dedicated grant programs, which fund programs like Safe Routes to Schools, bicycle programs, and recreational trails. The intent of combining this funding is to improve flexibility and reduce the administrative burden of having several small independent grant programs.

The ATP, as articulated in SB 99 and AB 101, signed into law September 26, 2013, differs from the Administration's initial proposal in several areas. These changes reflect compromises reached with various stakeholders and mirror concerns raised about the proposal in budget hearings, including:

1. Funding for the Environmental Enhancement and Mitigation Program continues to remain a stand-alone program administered by the Natural Resource Agency instead of being consolidated in the ATP.
2. The Safe Routes to Schools program is guaranteed at least \$24 million of funding from the Program funds for three years. Of this amount, at least \$7.2 million is available for non-infrastructure program needs including the continuation of technical assistance by the state. In the original proposal, the Safe Routes to Schools program had no funding minimum.
3. This proposal includes a requirement that 25 percent of all ATP funds benefit disadvantaged communities, an addition to the January proposal.
4. The state will not exercise its option to opt out of using federal funds transportation funds for recreational trails, which was initially part of the administration's proposal. In addition, the Department of Parks and Recreation will retain \$3.4 million of federal funds for recreational trails.

RESOLUTION G-13-17:

BE IT RESOLVED that the California Transportation Commission does hereby adopt the 2014 ATP Fund Estimate, as presented by the Department on December 11, 2013, with programming in the 2014 ATP to be based on the statutory funding identified.

Attachment

ACTIVE TRANSPORTATION PROGRAM (ATP) PROPOSAL

FUND ESTIMATE

(\$ in thousands)

	2013-14	2014-15	2015-16	2-Year Total	3-Year Total
RESOURCES					
STATE RESOURCES					
Beginning Balance	\$0				\$0
State Highway Account	34,200	34,200	34,200	68,400	102,600
State Resources Subtotal	\$34,200	\$34,200	\$34,200	\$68,400	\$102,600
FEDERAL RESOURCES					
Transportation Alternative Program (TAP)	\$63,650	\$63,650	\$63,650	\$127,300	\$190,950
TAP Recreational Trails	1,900	1,900	1,900	3,800	5,700
Other Federal	19,950	19,950	19,950	39,900	59,850
Federal Resources Subtotal	\$85,500	\$85,500	\$85,500	\$171,000	\$256,500
TOTAL RESOURCES AVAILABLE	\$119,700	\$119,700	\$119,700	\$239,400	\$359,100
DISTRIBUTION					
URBAN REGIONS (MPO Administered)					
State	(\$13,221)	(\$13,221)	(\$13,221)	(\$26,442)	(\$39,663)
Federal	(34,659)	(34,659)	(34,659)	(69,318)	(103,977)
Urban Regions Subtotal	(\$47,880)	(\$47,880)	(\$47,880)	(\$95,760)	(\$143,640)
SMALL URBAN & RURAL REGIONS (State Administered)					
State	(\$4,829)	(\$4,829)	(\$4,829)	(\$9,658)	(\$14,487)
Federal	(7,141)	(7,141)	(7,141)	(14,282)	(21,423)
Small Urban & Rural Regions Subtotal	(\$11,970)	(\$11,970)	(\$11,970)	(\$23,940)	(\$35,910)
STATEWIDE COMPETITION (State Administered)					
State	(\$16,150)	(\$16,150)	(\$16,150)	(\$32,300)	(\$48,450)
Federal	(43,700)	(43,700)	(43,700)	(87,400)	(131,100)
Statewide Competition Subtotal	(\$59,850)	(\$59,850)	(\$59,850)	(\$119,700)	(\$179,550)
TOTAL DISBURSEMENTS	(\$119,700)	(\$119,700)	(\$119,700)	(\$239,400)	(\$359,100)

Notes: Individual numbers may not add to total due to independent rounding. Final dollar amounts may vary based on actual apportionment and obligational authority by FHWA or any changes in Federal guidance.

ACTIVE TRANSPORTATION PROGRAM (ATP) PROPOSAL
URBAN REGION SHARES
(\$ in thousands)

FISCAL YEAR 2014-15

URBAN REGIONS	FEDERAL TAP	FEDERAL OTHER	STATE	TOTAL
MTC Region	\$ 10,503	\$ 3,829	\$ 5,816	\$ 20,149
SACOG Region	2,945	1,218	2,247	6,410
SCAG Region	28,985	9,667	12,213	50,865
Fresno COG (Fresno UZA)	1,118	498	1,005	2,622
Kern COG (Bakersfield)	895	450	1,021	2,366
SANDAG (San Diego UZA)	5,052	1,658	2,013	8,722
San Joaquin COG (Stockton)	633	367	931	1,931
Stanislaus COG (Modesto)	612	275	562	1,450
Tulare CAG (Visalia)	375	237	634	1,246
Total	\$ 51,119	\$ 18,199	\$ 26,442	\$ 95,760



Disadvantaged Communities*
\$ 5,037
1,602
12,716
655
591
2,180
483
362
311
\$ 23,940

FISCAL YEAR 2015-16

URBAN REGIONS	FEDERAL TAP	FEDERAL OTHER	STATE	TOTAL
MTC Region	\$ 5,252	\$ 1,915	\$ 2,908	\$ 10,075
SACOG Region	1,472	609	1,123	3,205
SCAG Region	14,493	4,833	6,106	25,432
Fresno COG (Fresno UZA)	559	249	503	1,311
Kern COG (Bakersfield)	448	225	510	1,183
SANDAG (San Diego UZA)	2,526	829	1,006	4,361
San Joaquin COG (Stockton)	317	183	465	966
Stanislaus COG (Modesto)	306	138	281	725
Tulare CAG (Visalia)	187	118	317	623
Total	\$ 25,559	\$ 9,100	\$ 13,221	\$ 47,880



Disadvantaged Communities*
\$ 2,519
801
6,358
328
296
1,090
241
181
156
\$ 11,970

Notes: Individual numbers may not add to total due to independent rounding. Final dollar amounts may vary based on actual apportionment and obligational authority by FHWA or any changes in Federal guidance.

*Per Senate Bill 99, ATP guidelines shall include a process to ensure no less than 25 percent of overall program funds benefit disadvantaged communities.



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

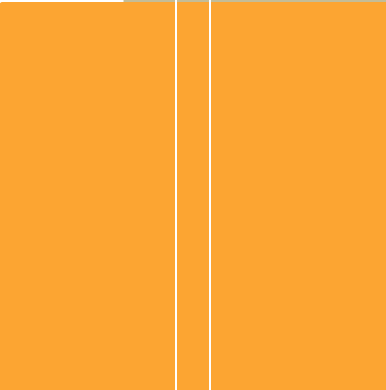
A large blue rectangular box with a white grid pattern in the top-left corner. The text is centered within this box.

**ACTIVE TRANSPORTATION
GRANT PROGRAM
GUIDELINES AND CALL FOR PROJECTS
FY 2011 – FY 2012**

A solid green rectangular box located in the top right corner of the page.A large brown rectangular box with a white grid pattern in the top-left corner. The text is centered within this box.

NON-CAPITAL GRANTS:

**PLANNING
EDUCATION/ENCOURAGEMENT/AWARENESS
BICYCLE PARKING**

A solid orange rectangular box located in the bottom left corner of the page.

Release Date: April 16, 2012
Applications Due: July 17, 2012 by 4 p.m.

CALL FOR PROJECTS AT-A-GLANCE

WHO CAN APPLY?

Active Transportation Grants will be awarded on a competitive basis. Only cities and the County of San Diego are eligible recipients of the grant funds. Nonprofit and community-based organizations may partner with cities or the County, but cannot apply directly for the funds. Grantees may not assign the grant agreement to a third party.

HOW MUCH FUNDING IS AVAILABLE?

There are approximately \$8 million in Active Transportation Grant funds to award in this round. The funds will be allocated to capital and non-capital projects as follows:

\$6.6 million available for capital projects

Capital – 75% of total funding available (\$6 million)

Projects will be ranked and awarded funding in order. A maximum of \$4 million is available to fund projects over \$500,000.

Any unused funds in this category will rollover to Non-Capital – Planning, Education, then Bicycle Parking

Non-Capital – 25% of total funding available (\$2.2 million), plus any rollover from the Capital grant allocation. The breakdown of the 25% is as follows:

\$2.2 million available for non-capital projects

- Plans – 15% (\$1.2 million) (any unused funds go to Education, then Bicycle Parking)
- Education, Encouragement, and Awareness – 5% (\$400,000) (any unused funds go to Plans, then Bicycle Parking)
- Bicycle Parking – 5% (\$400,000) (any unused funds go to Plans, then Education)

APPLICATION PROCESS AND PROGRAM SCHEDULE

<i>April 16</i>	<i>Call for Projects</i>
<i>April 18</i>	<i>Application Workshop</i>
<i>July 17</i>	<i>Project Applications and Resolutions DUE</i>
<i>September*</i>	<i>Transportation Committee and Board of Directors Approve Funding Recommendations</i>

*approximate

NON-CAPITAL PROJECT FUNDING LIMITS

The total amount of funding requested by each applicant cannot exceed the total available for Non-Capital grants (\$2 million). Individual grant amount request limits are specified by project type under Eligibility Criteria and Project Categories, below. There is no minimum grant amount request. See page 6 for maximum funding amounts by project type.

SANDAG reserves the right to partially fund grants, and to fund less than the amount available for each funding category in a given funding cycle.

TABLE OF CONTENTS

Call for Projects At-A-Glance	1
Program Objectives	3
Eligibility Criteria.....	5
Scoring and Selection Process	7
Scoring Criteria Guidance:	
How Will Projects be Scored?.....	8
Scoring Criteria.....	12
Application Form	A-1
SANDAG Requirements	15
Eligible Expenses.....	16
Administrative Requirements	17
Sample Grant Agreement	19

APPLICATION SUBMITTAL INSTRUCTIONS

All applicants must complete an Active Transportation Grant application (see page A-1), which consists of

- An application form
- Project attachments

The Active Transportation Grant application form can be downloaded from the SANDAG website at: <http://www.sandag.org/grants/active>

Ten (10) hard copies and one (1) CD of the complete Active Transportation Grant application (including all attachments) must be received by SANDAG no later than **4 p.m. on (July 17, 2012)**. The CD must contain a copy of the completed application and all attachments in PDF format.

Completed grant applications must be received by SANDAG no later than **4 p.m. on (July 17, 2012)**.

Mail or hand-deliver your completed Active Transportation Grant application to:

Christine Eary
SANDAG
401 B Street, Suite 800
San Diego, CA 92101

Late submittals or fax copies will not be accepted. All applications must include a combined project budget, scope of work, and project schedule.

A lead entity (cities or the County) must be identified on the application form and be authorized in writing to enter into a grant agreement with SANDAG if selected for funding. SANDAG will only enter into an Agreement with that lead entity.

RESOLUTION

When the application is submitted, it must include a certified copy of a resolution or minute order from a planning group, planning commission, or governing body of the applicant, authorizing the application, committing to provide matching funds, and authorizing staff to accept grant funds and execute the grant agreement. Applications that are not accompanied by a resolution will be deemed ineligible.

APPLICATION WORKSHOP

SANDAG will conduct an application workshop for prospective applicants to provide an overview of the program and the application process and answer any questions. Applicants are strongly encouraged to attend this workshop. The workshop will take place on Wednesday, April 18, 2012, from 10 a.m. to 12 noon at SANDAG.

APPLICATION REVIEWS

SANDAG staff may assist with preliminary review of applications in advance of the application deadline, subject to availability. Please contact Christine Eary at Christine.Eary@sandag.org or (619) 699-6928 if you would like to submit a draft application for review.

REFERENCE DOCUMENTS

The Program Guidelines refer to a number of documents that will help the applicant prepare an application. Those documents can be found at the SANDAG website at: <http://www.sandag.org/grants/active>. The documents include design standards from the Regional Bike Plan, Planning and Designing for Pedestrians, the NACTO Design Manual, as well as SANDAG Board Policies No. 031, 033, and 035.

QUESTIONS

If you have any questions regarding the application process, please contact:

: Christine Eary
Active Transportation
Grants Program Manager
Christine.Eary@sandag.org
(619) 699-6928

: Chris Kluth
Active Transportation
Program Manager
Chris.Kluth@sandag.org
(619) 699-1952

PROGRAM OBJECTIVES

The Active Transportation Grant Program funds bicycle and pedestrian-oriented transportation facility improvements, planning efforts, encouragement and education programs, and bicycle parking.

The goals of the Active Transportation Grant Program are to encourage the planning and development of Complete Streets, and to provide multiple travel choices for the region's residents.

Projects funded by this program must support these goals, and specifically, the following objectives. In 2010, SANDAG adopted *Riding to 2050: The San Diego Regional Bicycle Plan*. The program objectives outlined below are derived from the goals in *Riding to 2050*.

Program Objectives

- : *Encourage the development of a cohesive network of complete streets, improve bicycle/pedestrian neighborhood connectivity to transit and destinations such as schools, retail, places of work, parks, and other community gathering places, and support smart growth placemaking.*
- : *Improve safety for bicyclists and pedestrians through traffic calming and complete streets design principles.*
- : *Serve as models for the region by featuring innovative solutions that comprehensively prioritize access for bicyclists and pedestrians.*
- : *Ensure access to jobs, services, and recreation for populations with fewer transportation choices, and create equitable transportation opportunities for all users, regardless of age, ability, race, ethnicity, or income.*
- : *Increase community support for bicycling and walking as a viable transportation choice for all trip purposes, and promote active transportation as a means of improving health outcomes.*
- : *Support reductions in greenhouse gas emissions and facilitate an increase in levels of bicycling and walking in the region, by providing supportive facilities, amenities and programs for bicyclists and pedestrians.*

The program seeks to promote a comprehensive, neighborhood-based approach to planning and implementing active transportation, through Community Active Transportation Strategies. These strategies will incorporate bicycle and pedestrian improvements and traffic calming, with existing and planned land use and transit, in order to increase neighborhood connectivity for bicyclists and pedestrians. This approach integrates efforts such as Safe Routes to School, Safe Routes to Transit, and smart growth implementation, to identify corridors or neighborhood networks that prioritize biking and walking trips to better link residential areas with nearby employment, recreation, and activity centers.

[page intentionally left blank]

ELIGIBILITY CRITERIA AND PROJECT CATEGORIES

ELIGIBLE APPLICANTS

Applicants must meet the following eligibility criterion. Applications not meeting the following criterion will be deemed ineligible for funding and will not be scored. Please contact Christine Eary at (619) 699-6928 or Christine.Eary@sandag.org if you have any questions about eligibility.

Community Support

Resolution or minutes from City Council, County Board of Supervisors, local planning group, or Planning Commission that indicates community support for the project.

PROJECT CATEGORIES AND ELIGIBLE PROJECT ACTIVITIES

Active Transportation Non-Capital Grants can be classified into three categories:

1. Planning

Planning efforts intended to address bicycle and/or pedestrian access at a neighborhood or citywide level, primarily to accommodate non-recreational bicycle and walking trips

Eligible planning projects include:

- Comprehensive Active Transportation Strategies – maximum funding amount of \$300,000
- Bicycle master plans – maximum funding amounts are as follows:
 - Cities with population up to 50,000 – \$100,000 (\$75,000 + \$25,000 for environmental) – Coronado, Del Mar, Imperial Beach, Solana Beach, Lemon Grove
 - Cities with population 50,000 to 150,000 - \$150,000 (\$125,000 + \$25,000 for environmental) – Carlsbad, El Cajon, Encinitas, Escondido, La Mesa, National City, Poway, San Marcos, Santee, Vista
 - Cities with population greater than 150,000 - \$200,000 (\$150,000 + \$50,000 for environmental) – Chula Vista, Oceanside, County of San Diego
 - City of San Diego - \$250,000 (\$200,000 + \$50,000 for environmental)

2. Education/Awareness/Encouragement

Education/Awareness/Encouragement projects include, but are not limited to, the following:

- Education – Programs to teach walking and bicycling safety skills to children and adults
- Eligible education projects can take place at schools, places of employment, community centers, or other venues.
- Awareness – Multimedia campaigns to impact the attitudes and behavior of the general public, generally to improve safety for all roadway users but bicyclists and pedestrians in particular
- Encouragement – Targeted outreach and events designed to encourage walking and bicycling as a viable mode of transportation for everyday/utilitarian trips

3. Bicycle Parking

Planning and implementation of bicycle parking facilities.

Eligible projects include bicycle racks, lockers, bike corrals, and/or other bike storage facilities such as bike stations. The maximum funding amounts for bicycle parking facilities is \$50,000, and for bike stations, \$100,000. Facilities must be designed for general public access, i.e. not serving any single place of employment or single activity center.

SCORING AND SELECTION PROCESS

After applications have been submitted and deemed eligible by SANDAG staff, there are two steps that determine which projects will be funded: scoring, followed by selection.

SCORING

The scoring criteria are based on principles outlined in *Riding to 2050: The San Diego Regional Bicycle Plan*, the *TransNet Extension Ordinance*, and SANDAG's overall goals of improving the regional transportation system and promoting smart growth in the region. The criteria are specified in the Project Scoring Criteria matrix that follows.

The projects will be scored by a scoring panel consisting of SANDAG staff and Bicycle Pedestrian Working Group members. Panel members must not represent local jurisdictions that have submitted projects for funding under the current cycle, must not have had prior involvement in any of the submitted projects, nor may they receive compensation for work on any of the funded projects in the future.

Applicants are required to prepare and deliver presentations regarding their proposed projects to the scoring panel and the Bicycle Pedestrian Working Group (BPWG). Applicants will be notified of presentation date.

SELECTION

Once all submitted projects have been scored, SANDAG staff will present a list of proposed projects to the SANDAG Transportation Committee for recommendation to the SANDAG Board of Directors.

SCORING CRITERIA GUIDANCE:

How Will Projects Be Scored?

1. RELATIONSHIP TO PROGRAM OBJECTIVES

Points will be awarded based on how well the proposed project meets the Active Transportation Grant Program objectives:

- Encourage the development of a cohesive network of complete streets and improve bicycle/pedestrian neighborhood connectivity to transit and destinations such as schools, retail, places of work, parks, and other community gathering places, and support smart growth placemaking.
- Improve safety for bicyclists and pedestrians through traffic calming and complete streets design principles.
- Serve as models for the region by featuring innovative solutions that comprehensively prioritize access for bicyclists and pedestrians.
- Ensure access to jobs, services, and recreation for populations with fewer transportation choices, and create equitable transportation opportunities for all users, regardless of age, ability, race, ethnicity, or income.
- Increase community support for bicycling and walking as a viable transportation choice for all trip purposes, and promote active transportation as a means of improving health outcomes.
- Support reductions in greenhouse gas emissions and facilitate an increase in levels of bicycling and walking in the region, by providing supportive facilities, amenities and programs for bicyclists and pedestrians.

Consideration will be given to both the number of objectives that the project addresses, and how well the project meets the program objectives, particularly with respect to the following:

- Complete streets (planning, encouragement, parking)
- Improved bicycle/pedestrian connectivity to destinations (planning, encouragement, parking)
- Potential to support smart growth places (ALL)
- Improved safety (planning, education, awareness, encouragement)
- Innovation and ability to serve as a model in the region (ALL)
- Prioritization of bicycle and pedestrian access (planning, awareness, encouragement, parking)
- Social equity (ALL)
- Potential to increase bicycling and walking for everyday trips (ALL)
- Potential to improve health outcomes over time (planning, education, awareness, encouragement)
- Potential to reduce greenhouse gas emissions (ALL)

Up to 30 points are available for planning grants, and up to 20 each for education/awareness/encouragement, and bicycle parking grants. The highest scoring projects will demonstrate the potential for measurable impact across multiple objectives.

2. COMPREHENSIVENESS

Planning:

Up to 16 points are available. Points will be awarded according to the comprehensiveness of the proposed planning effort, in terms of both scope and scale. The highest scoring projects will address Complete Streets principles (addressing and prioritizing access for both bicyclists and pedestrians, and traffic calming), or could be considered a Community Active Transportation Strategy (CATS).

The highest scoring planning efforts will aim for significant changes to the area's transportation infrastructure, resulting in an environment where street design and vehicular speeds provide for safer access for bicyclists and pedestrians, and definitively prioritizes bicycle and pedestrian access.

Lower-scoring projects will plan for only minimal improvements for bicycle or pedestrian access.

Education/awareness/encouragement:

Up to 16 points are available. Points will be awarded according to the comprehensiveness of the proposed education, awareness, or encouragement effort, in terms of scope **and** potential impact.

The highest scoring projects will reach more of the region's residents, or a specific underserved or vulnerable population such as low-income populations who rely more on walking or biking because they lack access to a car, elderly, or Limited English Proficiency populations. The highest scoring projects will also take place over a longer period of time, and complement a capital improvement project. Higher scoring projects could also be part of a larger transportation demand management effort.

Lower-scoring projects will be smaller in scope, scale, or duration, and will be independent of any capital improvement projects.

Bicycle Parking:

Up to 12 points are available. Points will be awarded according to the comprehensiveness of the proposed parking project, in terms of scope and scale. The highest scoring projects will cover a larger geographic area and complement a capital improvement project. Higher scoring projects could also be part of a larger transportation demand management effort.

Lower-scoring projects will be smaller in scope and scale, and will be independent of any capital improvement projects.

3. METHODOLOGY

Planning:

Up to 30 points are available. Points will be awarded according to how well the planning process or proposed effort will meet the demonstrated need and project goals. Highest scoring projects will include a comprehensive planning process in their scopes of work that address the goals of Complete Streets, prioritize bicyclist and pedestrian access, plan for traffic calming, and tie into Safe Routes to School efforts in the project area.

Education/awareness/encouragement, and parking:

Up to 30 points are available for education/awareness/encouragement, and up to 10 points are available for parking. Points will be awarded according to how well the proposed effort will meet the demonstrated need and project goals. Highest scoring projects will include a succinct explanation of the need for the project, clearly articulated project goals, and a scope of work that directly addresses those goals and lists measurable objectives and/or deliverables.

Lower scoring projects will have stated a generic need, broad goals, and/or a scope of work that fails to clearly articulate how the project goals will be met.

Bicycle parking projects must demonstrate that they meet guidelines outlined in *Riding to 2050: The San Diego Regional Bicycle Plan*. Innovations that deviate from the guidelines will be may be considered. The highest scoring bicycle parking projects will be placed appropriately, in appropriate locations, with design that is both attractive and functional, and can demonstrate that they serve the goals as stated by the applicant.

4. COMMUNITY SUPPORT

Planning:

Up to 16 points are available. Points will be awarded according to the inclusiveness of the planning process, and evidence that key stakeholders will be active participants in the process. The highest scoring projects will demonstrate that:

- the effort is strongly supported by the community,
- community input is a substantive component in the planning process, and
- that key stakeholders, including underserved and limited English proficiency populations, have been identified and will have a meaningful role in the planning effort.

Lower scoring projects will:

- have a scope of work that includes minimal opportunities for community input,
- include generic letters of support that fail to show substantive involvement from key stakeholders,
- fail to involve underserved and limited English proficiency populations (when appropriate in the plan area).

Education/awareness/encouragement, and Bicycle Parking:

Up to 16 points are available for education/awareness/encouragement, and up to 10 points are available for parking. Points will be awarded according to the quantity and quality of the role of community involvement in the project. The highest scoring projects will demonstrate that:

- the effort is strongly supported by the community,
- relevant stakeholders representing the community had input into the methodology,
- community organizations have a substantive role in project implementation, and
- the scope of work includes language-appropriate program delivery for non-English speaking populations (for education/awareness/encouragement projects, if appropriate for the plan area).

Lower scoring projects will:

- fail to show meaningful community support,
- include generic letters of support that fail to show substantive involvement from key stakeholders,
- fail to involve community organizations in project implementation,
- fail to account for limited English proficiency populations in program delivery (when appropriate in the plan area).

5. MATCHING FUNDS

Other sources of funding for cooperative projects must be explicitly identified. The application must include supporting documentation that shows matching funds have been secured. Matching funds that have not been secured will not count toward this score.

Projects will be scored relative to each other, by ranking the matching funds amounts from highest to lowest. Points will be distributed from highest to lowest. The projects with the most matching funds will receive 20 points, and the projects with the least matching funds will receive 1 point. Projects without secured matching funds will not receive any points for this category.

6. COST/BENEFIT

Score will be determined by taking the subtotal score of Criteria 1 through 12 and dividing that subtotal by the grant application amount. Projects will be scored relative to each other by taking the raw scores and distributing them from highest to lowest. The projects with the highest cost benefit ratio will receive 18 points, and the projects with the lowest cost benefit ratio will receive 1 point.

7. POLICY NO. 033 (REGIONAL HOUSING NEEDS ASSESSMENT INCENTIVE)

Points will be awarded based on the "SCORING CRITERIA Concerning Calculation of Board Policy No. 033 Incentive Points" detailed in Exhibit 3, of Board Policy No. 033. Up to 50 points will be awarded.

8. EVALUATION – EDUCATION/AWARENESS/ENCOURAGEMENT AND PARKING GRANTS ONLY

Up to 20 points are available. Points will be awarded according to the quality of the evaluation proposed for the project. Highest scoring projects will:

- Have identified performance measures in the application, or will include a task for identification of performance measures in the scope of work;
- Include specific pre- and post-data collection efforts as part of the project scope, budget, and schedule in support of evaluating the project's effectiveness.

Lower scoring projects will lack meaningful evaluation methods or data collection as part of the project.

9. INNOVATION – EDUCATION/AWARENESS/ENCOURAGEMENT AND PARKING GRANTS ONLY

Up to 10 points are available for education/awareness/encouragement grants, and up to 30 points are available for bicycle parking grants. Points will be awarded for innovative projects that show potential to serve as a replicable model for the region. Highest scoring projects will include innovative methods of accomplishing project goals that have not yet been tried in the San Diego region to date. Lesser points will be awarded to project activities that are relatively new to the region. No points will be awarded if the project proposes activities that are already in practice in the region.

If the proposed practice has been tried in other regions, the applicant must make the case that it has proven to be successful in those regions.

Examples of innovative encouragement projects could include but are not limited to ciclovía or Sunday Streets programs, and bikesharing. Innovative bicycle parking projects include but are not limited to bike corrals, and development of bicycle parking ordinances.

10. DEMAND (GIS ANALYSIS) – PLANNING AND PARKING GRANTS ONLY

This criterion includes seven factors, listed below. SANDAG will analyze the area relative to the factors below, using GIS. A buffer of a half-mile will be created around the project area for projects with pedestrian improvements, and one mile for projects with bicycle improvements. Results for each factor will be ranked from highest to lowest (with the exception of vehicle ownership, which will be ranked from lowest to highest), in quintiles, for all projects. Projects will then be scored relative to each other, by ranking the raw scores from highest (20 points) to lowest (1 point).

- Population
- Population Density
- Intersection Density
- Vehicle Ownership
- Employment
- Employment Density
- Activity Centers

FY11-12 PLANNING, EDUCATION/AWARENESS/ENCOURAGEMENT, AND PARKING PROJECT SCORING CRITERIA

#	CATEGORY	CRITERIA	POINTS POSSIBLE	POINTS POSSIBLE	POINTS POSSIBLE
ALL GRANTS			PLANNING	E/A/E	PARKING
1.	Relationship to Program Objectives	How well does the proposed project address program objectives?	30	20	20
2.	Comprehensiveness	<p>Planning: How comprehensive is the proposed plan? (geographic area and emphasis on bike/ped/traffic calming, CATS)</p> <p>Education/awareness/encouragement: Does this effort accompany an existing or proposed capital improvement project? Scale also</p> <p>Parking: Does this effort accompany an existing or proposed capital improvement project?</p>	16	16	10
3.	Methodology	<p>Planning: How well will the planning process or proposed effort meet the demonstrated need and project goals?</p> <p>Education/awareness/encouragement, parking: How effective will the proposed effort be in meeting the demonstrated need and project goals?</p>	30	30	10
4.	Community Support	<p>Planning: Does the planning project include an inclusive process?</p> <p>Other: Does the project involve broad segments of the community and does it have broad and meaningful community support?</p>	20	16	10
5.	Matching Funds	<p>Matching funds can be from any of the following sources:</p> <ol style="list-style-type: none"> 1. Identified and approved capital funding from identified source. Please provide proof in the form of a resolution or letter of approval. 2. Approved match grant 3. In-kind services. Please provide adequate support documentation. 	20	20	20
6.	Cost/Benefit	Subtotal Score (not counting RHNA points, not counting match points)/Grant Application Amount	20	20	20
7.	Regional Housing Needs Assessment Incentive/Policy No. 033 Points	Points will be allocated according to methodology described in Policy No. 033	50	50	50

EDUCATION, AWARENESS, ENCOURAGEMENT, AND PARKING GRANTS ONLY			PLANNING	E/A/E	PARKING
8.	Evaluation	How will the project evaluate its effectiveness?		20	10
9.	Innovation	Is this project new to the region and does it have the potential to serve as a replicable model for other cities in the region?		10	30
PLANNING AND PARKING GRANTS ONLY			PLANNING	E/A/E	PARKING
10.	Demand (GIS analysis)	Factors contributing to score: population and employment, population and employment densities, intersection density, vehicle ownership, and activity centers.	20		20
		TOTAL POINTS	200	200	200

[page intentionally left blank]

NON-CAPITAL GRANT APPLICATION FORM

Project Title:
Applicant (Agency):
Application Amount:

Project Type:

- Planning
 Education, Encouragement, Awareness
 Bicycle Parking

APPLICATION CHECKLIST

- Ten hard copies and one CD of the complete Active Transportation application (including all attachments)
 Resolution authorizing the application, committing to provide matching funds, and authorizing staff to accept grant funds and execute the grant agreement
 Format: narrative pages on 8.5x11 paper, all narrative text has at least 1 inch margins on all sides and no less than 10pt. font size (footers and headers exempt from the above requirements)
 Documentation of matching funds
 Vicinity maps showing project location and local/regional street, bicycle, transit, and highway facilities within and near the project area
 Documentation of support for the project from community groups or individuals (recommended but not required)
 Aerial photos and other photographs depicting existing conditions
- | | |
|---|--|
| <input type="checkbox"/> Completed application form: | <input type="checkbox"/> Methodology |
| <input type="checkbox"/> Project Summary | <input type="checkbox"/> Community Support |
| <input type="checkbox"/> Project Location Map | <input type="checkbox"/> Evaluation |
| <input type="checkbox"/> Project Funding | <input type="checkbox"/> Innovation (if applicable) |
| <input type="checkbox"/> Relationship to Program Objectives | <input type="checkbox"/> Scope of Work, Schedule, and Budget |
| <input type="checkbox"/> Comprehensiveness | |

If any of the above are not included with the application by the deadline (with the exception of documentation of community support), the application will be deemed ineligible.

GRANTEE STATEMENTS

- The proposed grantee has read the standardized sample grant agreement
- The proposed grantee understands that SANDAG will not reimburse applicants for expenses incurred prior to execution of a grant agreement.
- If the SANDAG Board of Directors approves the grant, the proposed grantee agrees to sign and return the standardized grant agreement to SANDAG, without exceptions, within 45 days of receipt.
- The proposed grantee agrees to comply with SANDAG's Board Policy No. 035 *Competitive Grant Program Procedures*, which outlines "use-it-or-lose-it" project milestones and completion deadlines. Board Policy No. 035 is included in the standardized grant agreement as Attachment B, and is also on the SANDAG website at the following link: http://www.sandag.org/organization/about/pubs/policy_35.pdf
- The proposed grantee understands that all invoices must be accompanied by a written progress report of the charges for both requested reimbursement of grant and matching funds and submitted to SANDAG no less frequently than quarterly. The grantee's project accounting system should be in harmony with a quarterly invoicing schedule. Invoice and progress report templates are available on the SANDAG website at the following link: <http://www.sandag.org/grants/forms>
- The proposed grantee understands that upon approval of funding by the SANDAG Board of Directors, the applicant will provide a copy of their approved indirect cost rate audit or their proposed indirect cost rate methodology, if charging for overhead, to SANDAG for review and approval, which must occur prior to execution of the grant agreement.
- The proposed grantee understands that a resolution including the requirements of Board Policy No. 035, Section 4.1, must be submitted to SANDAG at least two weeks prior to the recommendation by the Regional Planning Committee of the list of grant projects to be considered eligible. SANDAG will provide applicants with advance notice of the Regional Planning Committee's anticipated meeting dates.

I certify that, I agree with the above statements, have reviewed the Active Transportation Grant Program Guidelines, and that the information submitted in this application is accurate and in accordance with these guidelines.

I have the authorization to submit this grant on behalf of my organization.

Grantee Name (print or type)

Title

Grantee Signature (signature cannot be electronic)

Date (mm/dd/yyyy)

PROJECT SUMMARY

Applicant (Agency):
Project Title:

Project Area Limits:

--

Project Description:

--

Primary Contact Person (<i>Project Manager</i>):	
Title:	
Street Address:	City and Zip Code:
Phone:	E-mail Address:

Is the project associated with a specific capital improvement project? If so, describe the capital project:

--

Active Transportation Grant Funds Request	\$
Matching Funds	\$
Total Project Cost	\$
<i>Total Project Cost = Active Transportation Grant Funds + Matching Funds</i>	

PROJECT LOCATION MAP

For education/awareness/encouragement and parking grants, indicate program delivery or parking locations.

[INSERT PROJECT LOCATION MAP HERE]

APPLICATION QUESTIONS

Funding Sources:

Funding Source	Amount
Active Transportation Grant	\$
Other – list source(s)	\$
Total Funding	\$

For this section, please provide answers in bullet format. A short, concise narrative may be provided, if necessary, to describe the project.

RELATIONSHIP TO PROGRAM OBJECTIVES, COMPREHENSIVENESS, METHODOLOGY

Describe the need for the proposed program. For planning grants, describe the need for traffic calming, pedestrian, and bicycle improvements in the project area. **(In bullets)**

Describe the goals of the project. **(In bullets)**

Describe the proposed plan, education/awareness/encouragement or parking effort and why it is particularly suited to address the needs stated above.

COMMUNITY SUPPORT

Planning Grants:

Describe which and how community stakeholders will participate in the planning process, as well as community input to date.

Education/Awareness/Encouragement and Parking Grants:

Describe which community stakeholders will participate and how community stakeholder participation will facilitate success of the project, as well as community input that shaped the project to date.

EDUCATION, AWARENESS, ENCOURAGEMENT, AND BICYCLE PARKING GRANTS ONLY

EVALUATION

Describe how the project will evaluate its effectiveness.

INNOVATION

If applicable ONLY: Does this project propose any solutions that are new to the region? If so, please describe.

Briefly describe any other aspects of the project that are relevant to its scoring.

RESOLUTION NO. Insert Text

AUTHORIZING THE FILING OF AN APPLICATION FOR
ACTIVE TRANSPORTATION GRANT PROGRAM FUNDS THROUGH
THE SAN DIEGO ASSOCIATION OF GOVERNMENTS
FOR PROJECT NAME, AND ACCEPTING THE TERMS OF THE
GRANT AGREEMENT.

WHEREAS, \$8.8 million of Transportation Development Act/TransNet funding for capital and non-capital active transportation projects is available to local jurisdictions and the County of San Diego from Fiscal Year 2011-2012; and

WHEREAS, NAME OF JURISDICTION wishes to receive \$Insert Amount in Active Transportation Grant funds for the following project: Project Name; and

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

WHEREAS, Name of Organization agrees to complete the proposed grant project within a timely matter and in compliance with Board Policy No. 035.

NOW, THEREFORE, BE IT RESOLVED by Governing Board Name that Name of Jurisdiction is authorized to submit an application to SANDAG for Active Transportation Grant Program funding in the amount of \$Insert Amount for Project Name; and

BE IT FURTHER RESOLVED that, if a grant award is made by SANDAG to fund Project Name, Governing Board commits to providing \$Insert Amount Even if Zero of matching funds and/or in-kind contributions and authorizes Name of Jurisdiction staff to accept the grant funds, execute the attached grant agreement with SANDAG with no exceptions, and complete the Project..

PASSED AND ADOPTED by Name of Jurisdiction's Governing Board this Insert Date of Insert Month and Year.

Ayes: _____
Nayes: _____
Absent/Abstention: _____

Signature of Governing Board's Chair/Director

ATTEST:

Clerk or Secretary of the Governing Board of Name of Organization

ATTACHMENT: Active Transportation Grant Program Grant Agreement with SANDAG

SANDAG REQUIREMENTS

SANDAG has the authority to establish criteria applicable to analyzing and evaluating claims for non-motorized transportation facilities (Public Utilities Code Section 99401). To be considered for funding, a claim must be consistent with SANDAG's adopted non-motorized plans and meet the requirements for community support and geometric design standards as described in Categories 1 and 2 of the Project Selection Criteria. In addition, the following requirements must be met, if applicable:

- If the project abuts other jurisdictions, it must be shown on the adopted plans of the adjacent jurisdictions, or a letter must be submitted from the abutting jurisdiction showing that cooperative efforts are underway.
- Projects which are a required element of a larger capital improvement project are not eligible for funding.

Are existing projects eligible?

Projects that are already underway may be eligible only if the application proposes expanding the scope of work for the existing project by adding work elements not previously included in the original project budget.

ELIGIBLE EXPENSES

The Active Transportation Grant program will only fund project-related expenses incurred subsequent to the execution of a grant agreement between SANDAG and the grant recipient. Expenses incurred prior to that, or expenses for which the grant recipient had a prior contractual obligation will not be reimbursed.

MATCH FUNDS

Local agency staff expenses (salary and benefits) and other expenses directly related to the project are eligible as matching funds. Overhead or indirect costs cannot count as match. Expenses cannot count toward match until execution of grant agreement.

INDIRECT COSTS

Grant funds may be used toward indirect costs (i.e. overhead) directly related to the project. Grantees will be required to submit an Indirect Cost Allocation Plan prior to grant agreement execution if budget includes overhead.

CONTINGENCY

Contingency may be included in the budget.

PROJECT IMPLEMENTATION & OVERSIGHT REQUIREMENTS

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 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 draft Request for Proposals to SANDAG staff for review and comment. Consultant proposals must also be submitted to SANDAG staff for review and comment prior to consultant selection.
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 (Education, Awareness, Encouragement, and Bicycle Parking Grants).* SANDAG staff may measure grant performance against stated project goals and deliverables. Grantee may be required to provide information that establishes whether the project's benefits or burdens were equitably distributed among socioeconomic populations in the area affected by the project. Grantee is expected to meet with SANDAG staff to identify relevant performance measures and data sources, and assist in data collection.

SANDAG BOARD POLICY NO. 035

Below are excerpts of the policy relevant to Capital projects. Please refer to Attachment B of the Sample Grant Agreement for the full text of SANDAG Board Policy No. 035.

To ensure fairness in the competitive process and to encourage grantees to implement their projects in a timely manner, SANDAG adopted Board Policy No. 035, Competitive Grant Program Procedures.

RESOLUTION

The attached sample Resolution outlines the requirements from the Grantee governing body (Council, Board of Directors) to fully accept this grant application:

- Commit to providing the Match set forth in the grant application
- Authorize staff to accept the grant funds and execute a grant agreement if an award is made by SANDAG

GRANT AGREEMENT EXECUTION

Grantee's authorized representative must execute a grant agreement within **45 days** from the date SANDAG presents the grant agreement to prospective grantee.

USE IT OR LOSE IT MILESTONE DEADLINES

SANDAG requires that all applicants agree to Board Policy No. 035 project milestone and completion deadlines. Projects must be completed according to the schedule in the grant agreement, but at the latest:

- Any consultant contract must be awarded within one year following execution of the grant agreement;
- Project must be complete within two years following award of the consultant contract.

FOR INFORMATION ONLY – DO NOT FILL OUT

**TDA/TRANSNET ACTIVE TRANSPORTATION GRANT PROGRAM
FISCAL YEAR 2011 - 2012**

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

THIS GRANT AGREEMENT [AGREEMENT NUMBER] (“Agreement”) is made this [Day] day of [Month], 2012, by and between the San Diego Association of Governments (hereinafter referred to as “SANDAG”), 401 B Street, Suite 800, San Diego, California, and the [Grant Recipient and Address] (hereinafter referred to as “Grantee”). This agreement expires on [Month] [Day], [Year].

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 to fund the Bicycle, Pedestrian, and Neighborhood Safety Program (BPNSP), which funding began on July 1, 2008.
- C. The BPNSP is commonly referred to, herein, as the “Active Transportation” grant program (AT). Active Transportation encompasses bicycle and pedestrian travel and recognizes the comprehensive effort to integrate smart growth place making, access to transit and environmental justice.

The SANDAG Board of Directors also approved programming of approximately \$[insert new updated amount for the call for project which generated THIS grant award/agreement] million in Transportation Development Act, Article 3, Bicycle and Pedestrian Facilities and Programs (TDA Funds) on [insert new future date when BOD approved action described in this recital] by Resolution Number [insert Reso number].

- D. On [insert updated future date], SANDAG issued a Call for Projects from local jurisdictions in San Diego County wishing to apply for a portion of the AT Funding/TDA Funds for use on capital improvement and planning projects meeting certain criteria.
- E. Both AT Funding and TDA funds were eligible funding sources for the AT (AT Funding).
- F. Grantee successfully applied for AT Funding for the following project: [Insert Project Name/Description] (hereinafter referred to as the “Project”). The scope of work, schedule, and budget for the Project is attached as Attachment A.

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

Contracts Staff: Before finalizing this agreement for internal SharePoint routing please obtain from SANDAG Finance and Planning staff both the TDA / Extension Ordinance funding amounts and the TDA Claim Number and/or *TransNet* MPO ID required to complete Recital H, below. Thank you.

- H. Grantee's Project is funded with [insert dollar values for either or both TDA and Extension Ordinance funding, e.g. \$182,000 in TDA funds and \$268,000) in Extension Ordinance funds]. TDA Claim Number _____ *TransNet* MPO ID _____.
- I. Although SANDAG will be providing financial assistance to Grantee to support the Project, SANDAG will not be responsible for Project implementation or hold any substantial control of the Project.

NOW, THEREFORE, it is agreed as follows:

Section 1. Definitions

- A. **Application.** The signed and dated grant application, including any amendment thereto, with all explanatory, supporting, and supplementary documents filed with SANDAG by or on behalf of the Grantee and accepted or approved by SANDAG. All of Grantee's application materials, not in conflict with this Agreement, are hereby incorporated into this Agreement as though fully set forth herein.
- B. **Agreement.** This Grant Agreement, together with all Attachments hereto, which are hereby incorporated into this Agreement and contain additional terms and conditions that are binding upon the parties.
- C. **Approval, Authorization, Concurrence, Waiver.** A written statement (transmitted in typewritten hard copy or electronically) of a SANDAG official authorized to permit the Grantee to take or omit an action required by this Agreement, which action may not be taken or omitted without such written permission. Except to the extent that SANDAG determines otherwise in writing, such approval, authorization, concurrence, or waiver permitting the performance or omission of a specific action does not constitute permission to perform or omit other similar actions. An oral permission or interpretation has no legal force or effect. (See also Notice to Proceed, below at paragraph I 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 is attached hereto as a section of Attachment A.
- E. **BPNSP Funds and Funding.** Funding from the *TransNet* Extension Ordinance for the Bicycle, Pedestrian, and Neighborhood Safety Program and Transportation Development Act (TDA) Article 3 Funds.

- F. **Grantee.** The local jurisdiction that is the recipient of BPNPSP Funding 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.

Note to SANDAG Contracts Staff: Please complete Section G. "Maximum Percentage of SANDAG Participation" only if grantee committed matching funds in its grant application. If grantee did not commit matching funds in its application, please delete Section G, and adjust the Section letters, below, accordingly. If grantee did commit matching funds, please delete Paragraph G, and complete Paragraph H, below. After selecting either Paragraph G or H, below, please adjust the remaining Paragraph letters accordingly. Thank you.

- G. **Maximum Percentage of SANDAG Participation.** Grantee submitted an application and was evaluated based on its representation that it would provide matching funds for the Project. Grantee agrees to provide ___% of the Approved Project Budget as matching funds from resources other than the *TransNet* or TDA funds. Therefore, the maximum percentage that SANDAG will pay Grantee for amounts invoiced under this Agreement is ___%, or \$___, whichever is the lesser of these two amounts.
- H. **Maximum SANDAG Contribution.** Grantee submitted an application and was evaluated based on its representation that it would abide by a budget for the Project, which has been finalized and attached to this Agreement as the Approved Project Budget (included in Attachment A). Based on the Approved Project Budget, the maximum amount of BPNPSP funding SANDAG will pay to Grantee for amounts invoiced under this Agreement is \$___, or ___% of the Approved Project Budget, whichever is the lesser of these two amounts.
- I. **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.
- J. **Subgrantee.** Any contractor or consultant, at any tier, paid directly or indirectly with funds flowing from this Agreement for the Project.
- K. **Term.** The Term of this Agreement begins on the date SANDAG issues the Notice to Proceed and ends on the last date indicated in the Project Schedule, (Attachment A), unless amended consistent with the terms of this Agreement and SANDAG's Board Policy No. 035, as amended.
- L. **Transportation Development Act Funds (TDA Funds).** Article 3 Bicycle and Pedestrian Facilities Programs Funds.

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. The Grantee agrees to undertake Project only after receiving a written Notice to Proceed from SANDAG.
3. **Grantee's Capacity.** The Grantee agrees to maintain or acquire sufficient legal, financial, technical, and managerial capacity to: (a) plan, manage, and complete the Project and provide for the use of any Project property; (b) carry out the safety and security aspects of the Project, and (c) comply with the terms of the Agreement and all applicable laws, regulations, and policies pertaining to the Project and the Grantee, including but not limited to the Extension Ordinance.
4. **Project Schedule.** The Grantee agrees to complete the Project according to the Project Schedule attached hereto as a section of Attachment A and in compliance with SANDAG Board Policy No. 035 ("Competitive Grant Program Procedures"), as amended, 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 and SANDAG Board Policy No. 035 as amended. 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 bids; publicly advertise for competing bids for the work; award the work to the lowest responsive and responsible bidder; document a RON establishing that the amount paid by Grantee for the construction services is fair and reasonable; and pass through the relevant obligations in this Agreement to the contractor.
6. **Changes to Project's Scope of Work.** This Agreement was awarded to Grantee based on the application submitted by Grantee, which contained representations by Grantee regarding project parameters, project proximity to transit, and other criteria relevant to evaluating and ranking the Project based on SANDAG AT scoring criteria. Any substantive deviation from Grantee's representations in the Project Justification during project implementation may require reevaluation or result in loss of funding. If Grantee knows or should know that substantive changes in the Project Justification

have occurred or will occur, Grantee will immediately notify SANDAG in writing. SANDAG will then determine whether the Project is still consistent with the overall objectives of the AT Program and that the changes would not have negatively affected the Project ranking during the competitive grant evaluation process. SANDAG reserves the right to have BPNSP Funding withheld from, or refunded to SANDAG from Grantee due to Grantee's failure to satisfactorily complete the Project or due to substantive changes to the Project Justification. See Section 9, paragraph F of this Agreement regarding amendments to the Scope of Work.

- B. **Application of Laws** Should a federal or state law pre-empt a local law, regulation, or the *TransNet* Ordinance, the Grantee must comply with the federal or state law and implementing regulations. No provision of this Agreement requires the Grantee to observe or enforce compliance with any provision, perform any other act, or do any other task in contravention of federal, state, territorial, or local law, regulation, or ordinance. If compliance with any provision of this Agreement violates or would require the Grantee to violate any law, the Grantee agrees to notify SANDAG immediately in writing. Should this occur, SANDAG and the Grantee agree that they will make appropriate arrangements to proceed with or, if necessary, terminate the Project or portions thereof expeditiously.
- C. **Notice Regarding Prevailing Wages** SANDAG's AT Grants are funded with *TransNet* revenues consistent with the *TransNet* Extension Ordinance adopted by the voters in November 2004 (SANDAG Ordinance 04-01). Although SANDAG Ordinance 04-01 does not require payment of prevailing wages, a recent appellate court case (*Asuza Land Partners v. Department of Industrial Relations* 191 Cal. App. 4th 1 [2010]), may require that *TransNet*-funded public works projects pay prevailing wages for workers. Before entering into a grant agreement with SANDAG, grantees are strongly encouraged to seek legal counsel regarding whether the *Asuza* case will subject the grant project to prevailing wage laws consistent with Labor Code Section 1720 *et seq.* This Grant Agreement requires Grantee's compliance with all federal, state, and local laws and ordinances as applicable.
- D. **Significant Participation by a Subgrantee.** Although the Grantee may delegate any or almost all Project responsibilities to one or more subgrantees, the Grantee agrees that it, rather than any subgrantee, is ultimately responsible for compliance with all applicable laws, regulations, and this Agreement.
- E. **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.

3. **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.
 4. **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.
- F. **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.
- G. **Changes in Project Performance.** The Grantee agrees to notify SANDAG immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event that may adversely affect the Grantee's ability to perform the Project in accordance with the terms of the Agreement and as required by SANDAG Board Policy No. 035 (Competitive Grant Program Procedures). The Grantee also agrees to notify SANDAG immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect SANDAG's interests in the Project; and agrees to inform SANDAG, also in writing, before naming SANDAG as a party to litigation for any reason, in any forum. At a minimum, the Grantee agrees to send each notice to SANDAG required by this subsection to SANDAG's Office of General Counsel. Grantee further agrees to comply with the procedures set forth in SANDAG Board Policy No. 035 attached hereto as Attachment B if it anticipates a delay in performance.
- H. **Standard of Care.** The Grantee expressly warrants that the work to be performed pursuant to this Agreement shall be performed in accordance with the applicable standard of care. Where approval by SANDAG, its Executive Director, or other representative of SANDAG is indicated in the Scope of Work, it is understood to be conceptual approval only and does not relieve the Grantee of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Grantee or its subgrantees.
- I. **Anti-Discrimination Laws.** SANDAG implements its programs without regard to income level, disability, race, color, and national origin in compliance with the Americans with Disabilities Act and Title VI of the Civil Rights Act. Grantee shall prohibit discrimination on these grounds, and utilize a process for addressing complaints of discrimination. Furthermore, Grantee shall make the procedures for filing a complaint available to members of the public upon request and will notify SANDAG immediately if a complaint is lodged that relates to the project or program funded by this grant.

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 BPNPSP Funding. The Grantee agrees that its code of conduct or standards of conduct shall specify that its officers, employees, 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. 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 shall also prohibit its officers, employees, board members, or agents from using their respective positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain. As permitted by state or local law or regulations, the Grantee agrees that its code of conduct or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers, employees, 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 BPNPSP Funding if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in 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 12 months), present, or potential business or employment relationship with a person or business entity seeking a contract with SANDAG. It is unlawful for any contract to be made by SANDAG if any individual board member or staff has a prohibited financial interest in the contract. Staff are also prohibited from soliciting or

accepting gratuities from any organization seeking funding from SANDAG. SANDAG's officers, employees, agents, and board members shall not solicit or accept gifts, gratuities, favors, or anything of monetary value from consultants, potential consultants, or parties to subagreements. By signing this Agreement, Grantee affirms that it has no knowledge of an ethical violation by SANDAG staff or Grantee. If Grantee has any reason to believe a conflict of interest exists with regard to the Agreement or the Project, it should notify the SANDAG Office of General Counsel immediately.

- C. **Bonus or Commission.** The Grantee affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its BPNSP Funding application for the Project.

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

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 BPNSP Funding awarded for the Project may be made by SANDAG's Project Manager consistent with applicable laws, regulations, and policies. Prior written SANDAG Project Manager approval is required for transfers of funds between Approved Project Budget line items.

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 \$____. SANDAG's responsibility to make, or, for TDA-funded projects, to authorize the County of San Diego to make payments under this Agreement is limited to the amounts listed in the Approved Project Budget for the Project. Within 30 days of notification to the Grantee that specific amounts are owed to, or withheld by, SANDAG, whether for excess payments of BPNSP Funding, Grantee's failure to comply with the Agreement, SANDAG Board Policy No. 035 (Attachment B) and any policy amendments thereto, 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.** Grantee is required to submit invoices no more often and no less frequently than quarterly. Invoices must be accompanied by a quarterly report (Attachment D). SANDAG will make payments, or, for TDA-funded projects, authorize the County of San Diego to make payment, for eligible amounts to Grantee within 30 days following receipt of Grantee's invoice(s) if Grantee has complied with the requirements of the Agreement, including quarterly reporting requirements, has satisfied SANDAG that the BPNSP Funding

requested is needed for Project purposes in that requisition period, and is making adequate progress toward Project completion consistent with SANDAG Board Policy No. 035 and any policy amendments thereto. 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. For TDA-funded Projects, Grantee is advised that the County of San Diego makes payments on the 20th day of each month, or the following business day.

C. **Eligible Costs.** The Grantee agrees that Project costs eligible for BPNSP Funding must comply with all the following requirements. Except to the extent that SANDAG determines otherwise, in writing, to be eligible for reimbursement, Project costs, must be:

1. Consistent with the Project Scope of Work, the Approved Project Budget, and other provisions of the Agreement,
2. Necessary in order to accomplish the Project,
3. Reasonable for the goods or services purchased,
4. Actual net costs to the Grantee (i.e., the price paid minus any refunds, rebates, or other items of value received by the Grantee that have the effect of reducing the cost actually incurred, excluding program income),
5. Incurred for work performed, only on a reimbursement, not advance basis, after both the Effective Date of the Agreement and following Grantee's receipt of a Notice to Proceed from SANDAG,
6. Satisfactorily documented with supporting documentation which is to be submitted with each invoice,
7. Treated consistently in accordance with generally accepted accounting principles and procedures for the Grantee and any third-party contractors and subgrantees, (see Section 6 Accounting Records), and
8. Eligible for BPNSP Funding as part of the AT Program Claim Eligible Costs.
9. Expended allowable direct and indirect costs. Indirect costs will be reimbursed only if the Grantee has an approved indirect cost allocation plan and prior written approval has been obtained by SANDAG. The Grantee shall annually submit to SANDAG, prior to reimbursement of indirect costs, an approved indirect cost allocation plan in accordance with Office of Management and Budget (OMB), Circular A-87 Cost Principles for State, Local, And Indian Tribal Governments, which can be viewed at <http://www.whitehouse.gov/omb/circulars>. Indirect Costs are only allowable with either: (1) an approved indirect cost rate from a Federal Cognizant agency (or its designee) or an independent certified accounting firm; or (2) the applicant's proposed method for allocating indirect costs must be submitted in accordance with applicable OMB guidelines and approved by SANDAG. If the Grantee does not have an acceptable approved indirect cost allocation plan, then indirect costs are not eligible for reimbursement.

10. Project generated revenue realized by the Grantee shall be utilized in support of the Project. Project generated revenue and expenditures, if any, shall be reported at the end of the Agreement period.
11. In the event the Grantee receives payment from SANDAG, for which reimbursement is later deemed ineligible and disallowed by SANDAG, the Grantee shall promptly refund the disallowed amount to SANDAG on request, or SANDAG may offset the amount disallowed from any payment due to or to become due to the Grantee under this Agreement.

D. TDA Project Eligibility

The law specifies that TDA money should be allocated according to the regulations adopted by SANDAG as the regional transportation planning agency. It also identifies certain categories of eligible projects. These specific project types represent neither an exhaustive list, nor are they listed as priorities (Public Utilities Code Sections 99233.3 and 99234). They are summarized below for reference.

1. Construction, including related engineering expenses, of bicycle and pedestrian facilities.
2. Maintenance of bicycle trails provided they are closed to motorized traffic.
3. Projects serving the needs of commuting bicyclists, including but not limited to, new paths serving major transportation corridors, secure bicycle parking at employment centers, park-and-ride lots, and transit centers where other funds are not available.
4. A comprehensive bicycle and pedestrian facilities plan (no more than once every five years), with an emphasis on bicycle projects intended to primarily accommodate non-recreational bicycle trips.
5. Up to 20 percent of the cost to restripe Class II bicycle lanes.
6. Up to 5 percent of the amount available to a city or the county may be expended in conjunction with other funds to support bicycle safety education programs, so long as the funds are not used to fully fund the salary of any one person.

E. *TransNet* Project Eligibility

TransNet BPNSP Funds may be expended for all purposes necessary and convenient to the design, right-of-way acquisition, and construction of facilities intended for use by bicyclists, pedestrian, and neighborhood safety programs. These funds also may be used for programs that help to encourage the use of bicycles/pedestrians, such as secure parking facilities, bicycle/pedestrian promotion programs, and safety programs.

F. Excluded Costs

1. In determining the amount of BPNSP Funding SANDAG will provide for the Project, SANDAG will exclude:

- a. Any Project cost incurred by the Grantee before either the date SANDAG issues a Notice to Proceed to Grantee or the Effective Date of the Agreement or any Amendment thereto;
 - b. Any cost that is not included in the latest Approved Project Budget;
 - c. Any cost for Project property or services received in connection with a subagreement, lease, third-party contract, or other arrangement that is required to be, but has not been, concurred in or approved in writing by SANDAG;
 - d. Any cost ineligible for SANDAG participation as provided by applicable laws, regulations, or policies.
2. Certain costs at times associated with bicycle and pedestrian projects are not eligible when the benefit provided is not the exclusive use of bicyclists or pedestrians. These instances are listed below.
 3. Curb and gutter are part of the roadway drainage system. As such, newly installed curb and gutter cannot be considered an improvement exclusively for the benefit of the sidewalk or bike lane and are not an eligible expense.
 4. Driveway ramps installed across sidewalks are not for the benefit of pedestrians, and in fact, degrade the pedestrian environment. Claimants may not include the cost of driveway ramps in applications for sidewalk projects. However, the distance across the driveway may be included when computing the per-square-foot cost of the sidewalk.
 5. Where roadway design standards require a roadway shoulder width at least as wide as would be required for a standard bike lane, the cost of the shoulder construction will not be eligible. Appropriate bikeway signage is eligible.
 6. Under some circumstances, it may be necessary to remove and replace curb and gutter, driveway ramps, drainage facilities and other existing improvements in order to construct a bikeway or sidewalk. In such cases the cost of this work is most likely eligible, but claimants should carefully document why this is so in the claim submittal.
 7. The Grantee understands and agrees that payment to the Grantee for any Project cost does not constitute SANDAG's final decision about whether that cost is allowable and eligible for payment under the Project and does not constitute a waiver of any violation by the Grantee of the terms of the Agreement for the Project, and/or Board Policy No. 035. The Grantee acknowledges that SANDAG will not make a final determination about the allowability and eligibility of any cost until the final payment has been made on the Project or the results of an audit of the Project requested by SANDAG or its Independent Taxpayers' Oversight Committee (ITOC) has been completed, whichever occurs latest. If SANDAG determines that the Grantee is not entitled to receive any portion of the BPNP Funding requested or paid, SANDAG will notify the Grantee in writing, stating its reasons. The Grantee agrees that Project closeout will not alter the Grantee's responsibility to return any funds due SANDAG as a result of later refunds, corrections, performance deficiencies, or other similar actions;

nor will Project closeout alter SANDAG's right to disallow costs and recover funds provided for the Project on the basis of a later audit or other review.

- G. **Maximum 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.

Note to SANDAG Contracts Staff: If grantee did not commit matching funds in the grant application, please delete Section H. "Matching Funds" from the agreement, and re-letter following sections accordingly. Thank you.

- H. **Matching Funds** Grantee has proposed matching funds for the project and therefore agrees as follows:

1. **Duty to Obtain Matching Funds** The Grantee agrees to provide sufficient funds or approved in-kind resources, together with the *TransNet* 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 percentage(s) of matching funds and/or in-kind contributions Grantee shall provide are set forth in the Approved Project Budget. The Grantee agrees to complete all proceedings necessary to provide its share of the Project costs at or before the time the matching funds are needed for the Project. Each of Grantee's invoices must include its pro-rata matching fund contribution as reflected in the Approved Project Budget, along with supporting, descriptive and/or explanatory documentation for the matching funds provided.
2. **Prompt Payment of Matching** The Grantee agrees to provide the minimum proportionate amount of the matching funds upon submittal of reimbursement for each invoice and cumulatively over the life of the project as it incurs Projects costs. If the minimum match is not provided with each invoice submittal or cumulatively over the life of the project, the identical amount to make up the difference may be withheld as retention for each invoice until the minimum match cumulatively over the life of the project is satisfactorily provided. The retention withholding would be released upon the minimum match provided, in accordance with the invoice payment terms as stated in this Agreement.
3. **Reduction of Matching Funds** The Grantee agrees that no reduction of the amount of matching funds may be made unless, at the same time, a reduction of the proportional amount of *TransNet* Ordinance Assistance or TDA provided is made to SANDAG in order to maintain Maximum Percentage(s) of SANDAG participants. No refunds of matching funds will be made.

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 documentation of all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents related in whole or in part to the Project so that they may be clearly identified, readily accessible, and available to SANDAG upon request and, to the extent feasible, kept separate from documents not related to the Project.

- B. **Documentation of Project Costs and Program Income.** Except to the extent that SANDAG determines otherwise, in writing, the Grantee agrees to maintain all documentation of 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 years thereafter from the date of transmission of the final expenditure report, the Grantee agrees to maintain, intact and readily accessible, all data, documents, reports, records, contracts, and supporting materials relating to the Project as SANDAG may require.
- D. **Access to Records of Grantees and Subgrantees.** The Grantee agrees to permit, and require its subgrantees to permit, SANDAG or its authorized representatives, upon request, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Grantee and its subgrantees pertaining to the Project.
- E. **Project Closeout.** The Grantee agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.
- F. **Quarterly Reports.** Grantee shall submit written quarterly reports to SANDAG detailing the progress of its work, expenditures incurred, and information regarding whether the Project is projected to be completed within the limits of the Approved Project Budget, Project Schedule, and consistent with Board Policy No. 035 and any policy amendments thereto. Grantee shall document the progress and results of work performed under this Agreement to the satisfaction of SANDAG. This includes progress and final reports, plans, specifications, estimates, and other evidence of attainment of the Agreement objectives, which are requested by SANDAG or 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.
- G. **Data Collection and Communities Served Report.** If requested, Grantee shall provide SANDAG with data regarding how the Project's benefits and burdens were equitably distributed among socio and economic populations in the area affected by the Project, and associated active transportation data.

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. All payments made to the Grantee shall be subject to review for compliance by SANDAG with the requirements of this Agreement and shall be subject to an audit upon completion of the Project.
- B. **Project Audit.** The Grantee agrees to have performed financial and compliance audits SANDAG may require consistent with Public Utilities Code Section 99245, for TDA funds; and consistent with the *TransNet* Extension Ordinance for *TransNet* funds. This Project's TDA Claim Number and/or its MPO ID Number is located in both Recital H, above, and on Attachment A. The Grantee agrees that Project closeout will not alter the Grantee's audit responsibilities.
- C. **Project Closeout.** Project closeout occurs when SANDAG notifies the Grantee that SANDAG has closed the Project, and, if applicable, either forwards the final BPNSP Funding payment and liquidates any remaining funds. 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.
- D. **Project Use.** Grantee was awarded this Agreement based on representations in its grant application regarding the Project's intended use. If the Project is a capital project, Grantee hereby commits to continued use of the Project for the purposes stated in its application for a period of at least five years after completion of construction. SANDAG may require Grantee to refund BPNSP funding provided for the Project in the event Grantee fails to utilize the Project for its intended purposes as stated in the grant application or for any disallowed costs.

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), and consistent with SANDAG Board Policy No. 035 and any policy amendments thereto. If timely progress is not achieved, SANDAG may, in its sole discretion, review the status of the Project to determine if the remaining funding should be reallocated to another eligible project, as per SANDAG Board Policy No. 035. Grantee understands and agrees that any failure to make reasonable progress on the Project or violation of this Agreement and/or Board Policy NO. 035, that endangers substantial performance of the Project shall provide sufficient grounds for SANDAG, in its sole discretion, to terminate this Agreement.
- B. In the event Grantee encounters difficulty in meeting the Project Schedule or anticipates difficulty in complying with the Project Schedule, the Grantee shall immediately notify the SANDAG Project Manager in writing, and shall provide pertinent details, including the reason(s) for the delay in performance and the date by which Grantee expects to complete performance or delivery. This notification shall be informational in character only and receipt of it shall not be construed as a waiver by SANDAG of a project delivery schedule or date, or

any rights or remedies provided by this Agreement, including SANDAG Board Policy No. 035 requirements.

- C. Upon written notice, the Grantee agrees that SANDAG may suspend or terminate all or any part of the BPNSP Funding to be provided for the Project if the Grantee has violated the terms of the Agreement, or SANDAG Board Policy No. 035, or if SANDAG determines that the purposes of the laws or policies authorizing the Project would not be adequately served by the continuation of BPNSP Funding for the Project.
- D. In general, termination of BPNSP Funding for the Project will not invalidate obligations properly incurred by the Grantee before the termination date to the extent those obligations cannot be canceled. If, however, SANDAG determines that the Grantee has willfully misused BPNSP Funding by failing to make adequate progress, or failing to comply with the terms of the Agreement, SANDAG reserves the right to require the Grantee to refund to SANDAG the entire amount of BPNSP Funding provided for the Project or any lesser amount as SANDAG may determine.
- E. Expiration of any Project time period established in the Project Schedule will not, by itself, automatically constitute an expiration or termination of the Agreement for the Project, however, Grantee must request and SANDAG 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 SANDAG Board Policy No. 035.
- F. **Amendment of Scope.** The grant was awarded based on the application submitted by Grantee with the intention that the awarded funds would be used to implement the Project as described in the Scope of Work (Included in Attachment A). Any substantive deviation from the Scope of Work must be approved by SANDAG if BPNSP 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 in writing. SANDAG will then determine whether the Project is still consistent with the overall objectives of the AT Program, SANDAG Board Policy 035 and that the changes would not have negatively affected the Project ranking during the competitive grant evaluation process. SANDAG reserves the right to have BPNSP Funding 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 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 10 days from the postmark date of SANDAG's reply. The Executive Director will respond to the request for reconsideration within 10 working days. The decision of the Executive Director will be in writing.

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

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

Section 11. Assignment

The Grantee agrees that Grantee shall not assign, sublet, or transfer (whether by assignment or novation) this Agreement or any rights under or interest in this Agreement

Section 12. Project Manager

The Grantee has assigned [INSERT PROJECT MANAGER NAME] as the Project Manager for the Project. Project Manager continuity and experience is deemed essential in Grantee's ability to carry out the Project in accordance with the terms of this Agreement. Grantee shall not change the Project Manager without notice to SANDAG.

Section 13. Insurance

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

- A. **General Liability.** Combined single limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate for personal and bodily injury, including death, and broad form property damage. The policy must include an acceptable "Waiver of Transfer Rights of Recovery Against Others Endorsement." The policy must name SANDAG as an additional insured in the endorsement. A deductible or retention may be utilized, subject to approval by SANDAG.
- B. **Automobile Liability.** For personal and bodily injury, including death, and property damage in an amount not less than \$1,000,000.

- C. Workers' Compensation and Employer's Liability. Policy must comply with the laws of the State of California. The policy must include an acceptable "Waiver of Right to Recover From Others Endorsement" naming SANDAG as an additional insured.
- D. Other Requirements. Grantee shall furnish satisfactory proof by one or more certificates (original copies) that it has the foregoing insurance. The insurance shall be provided by an acceptable insurance provider, as determined by SANDAG, which satisfies the following minimum requirements:
 - 1. An insurance carrier qualified to do business in California and maintaining an agent for service of process within the state. Such insurance carrier shall maintain a current A.M. Best rating classification of "A-" or better, and a financial size of "\$10 million to \$24 million (Class V) or better," or
 - 1. 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.
 - 2. 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. **Generally.** With regard to any claim, protest, or litigation arising from or related to the Grantee's performance in connection with or incidental to the Project or this Agreement, Grantee agrees to defend, indemnify, protect, and hold SANDAG and its agents, officers, Board members, and employees harmless from and against any and all claims, including, but not limited to prevailing wages claims against the Project, 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.
- B. **Intellectual Property.** Upon request by SANDAG, the Grantee agrees to indemnify, save, and hold harmless SANDAG and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition

of any data furnished under the Project. The Grantee shall not be required to indemnify SANDAG for any such liability caused solely by the wrongful acts of SANDAG employees or agents.

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

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 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: Christine Eary

Grantee:
City of National City
1243 National City Boulevard
National City, CA 91950
Attn: Stephen Manganiello

and shall be effective upon receipt thereof.

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

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 NATIONAL CITY

GARY L. GALLEGOS
Executive Director

[Full Name]
[Title]

APPROVED AS TO FORM:

APPROVED AS TO FORM

Associate General Counsel

[Full Name]
[Title]

ATTACHMENT A

SCOPE OF WORK, SCHEDULE, AND APPROVED PROJECT BUDGET

Project Location

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

Project Description

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

(INSERT SCOPE, SCHEDULE AND APPROVED PROJECT BUDGET)

TDA CLAIM NO. _____ *TransNet* MPO ID NO. _____

ATTACHMENT B



BOARD POLICY NO. 035

COMPETITIVE GRANT PROGRAM PROCEDURES

Applicability and Purpose of Policy

This Policy applies to the following grant programs administered through SANDAG, whether from *TransNet* or another source: Smart Growth Incentive Program, Environmental Mitigation Program, Bike and Pedestrian Program, Senior Mini Grant Program, Job Access Reverse Commute, New Freedom, and Section 5310 Elderly & Persons with Disabilities Transportation Program.

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

Procedures

1. Project Milestone and Completion Deadlines

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

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

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

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

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

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

2. Project Milestone and Completion Deadline Extensions

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

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

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

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

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

3. Project Delays and Extensions in Excess of Six Months

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

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

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

4. Resolution and Execution of the Grant Agreement

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

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

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

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

5. Increased Availability of Funding Under this Policy

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

Adopted: January 2010

ATTACHMENT C

PROJECT IMPLEMENTATION AND OVERSIGHT REQUIREMENTS

Capital Grants

1. **Contact Information:** Grantee must provide SANDAG with contact information for the project manager. Grantee must provide SANDAG with updated contact information in a timely manner if there are any changes to staff assigned.
2. **Design Development Meetings:** Grantee must provide SANDAG with advance notice (preferably within two 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 and cost estimates (if available) to SANDAG for review and comment at 30 percent, 60 percent, 90 percent, and 100 percent. SANDAG staff may meet with the grantee to comment on submitted plans and assure substantial conformance. SANDAG may comment on submitted plans regarding:
 - whether they are consistent with the project proposed in the original grant application, and
 - consistency with accepted pedestrian/bicycle facility 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 AT 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 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 draft 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.
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.

ATTACHMENT D
QUARTERLY REPORT AND INVOICE FORMS

**ACTIVE TRANSPORTATION GRANT PROGRAM
QUARTERLY PROGRESS REPORT**

Reporting Period	Due Date
Jan. 1 – March 31	April 15th
April 1 – June 30	July 15th
July 1 – Sept. 30	Oct. 15th
Oct. 1 – Dec. 31	Jan. 15th

Project Title
Project Manager Name
Agency
Address
Telephone

Contract #:
Invoice Date:

Invoice #:

Invoice Period: (from) (to)

Task 1 (Fill in each task from Scope of Work)

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)	Anticipated Completion Date (if not as scheduled)*
Task 1						
Task 2						
Task 3						

Action/s requested of SANDAG (check appropriate box/es):

No action requested

Amendment to*:

Scope of Work

Describe:

Justification:

Project Budget

Describe:

Justification:

Project Schedule

Describe:

Justification:

** For any amendment requested, please describe the amendment and provide justification for why the amendment is needed.*

For Project Schedule amendment requests, explain:

- previous efforts to maintain timely progress,*
- reasons for the delays and why they were unavoidable, and*
- demonstrate how the project will meet the proposed revised deadlines if the schedule amendment is approved.*

It is the Grantee's responsibility to ensure compliance with Board Policy No. 035 (Use it or Lose it) milestones and grant agreement terms and conditions. Amendment requests are subject to SANDAG approval.

**Note that any changes from scheduled start and completion dates are subject to approval by SANDAG. Please refer to Board Policy No. 35 in your grant agreement regarding milestones that fall behind schedule, and the actions required for schedule adjustments.*

TDA/TransNet ACTIVE TRANSPORTATION GRANT PROGRAM INVOICE

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

Project Name:
 Contract Number:

From: **Name**
 Jurisdiction
 Address

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

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

% of total grant award spent:	#DIV/0!
-------------------------------	---------

TASK	Previous Balance			Current MM/DD/YYYY to MM/DD/YYYY			Total Expenses	SANDAG Total	Match Spent	Balance
	Reimbursed	Match	Total	Staff Costs	Consultant or Contractor Costs	Other Costs	This Invoice	This Invoice	This Invoice	Remaining
1 Prelim Engineering & Design	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	#DIV/0!	#DIV/0!
2 30% Review	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	#DIV/0!	#DIV/0!	#DIV/0!
3 60% Review	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	#DIV/0!	#DIV/0!	#DIV/0!
4 90% Review	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	#DIV/0!	#DIV/0!	#DIV/0!
5 100% Review			\$0.00				\$0.00	#DIV/0!	#DIV/0!	#DIV/0!
6 Advertise for Construction			\$0.00				\$0.00	#DIV/0!	#DIV/0!	#DIV/0!
7 Award Contract			\$0.00				\$0.00	#DIV/0!	#DIV/0!	#DIV/0!
8 Begin construction			\$0.00				\$0.00	#DIV/0!	#DIV/0!	#DIV/0!
9 Construction Task			\$0.00				\$0.00	#DIV/0!	#DIV/0!	#DIV/0!
10 Construction Task			\$0.00				\$0.00	#DIV/0!	#DIV/0!	#DIV/0!
11 Construction Task			\$0.00				\$0.00	#DIV/0!	#DIV/0!	#DIV/0!
12 Construction Task			\$0.00				\$0.00	#DIV/0!	#DIV/0!	#DIV/0!
13 Construction Task			\$0.00				\$0.00	#DIV/0!	#DIV/0!	#DIV/0!
14 Construction Task			\$0.00				\$0.00	#DIV/0!	#DIV/0!	#DIV/0!
15 Construction Task			\$0.00				\$0.00	#DIV/0!	#DIV/0!	#DIV/0!
16 Construction Task			\$0.00				\$0.00	#DIV/0!	#DIV/0!	#DIV/0!
17 Construction Task			\$0.00				\$0.00	#DIV/0!	#DIV/0!	#DIV/0!
18 Construction Task			\$0.00				\$0.00	#DIV/0!	#DIV/0!	#DIV/0!
19 Construction Task			\$0.00				\$0.00	#DIV/0!	#DIV/0!	#DIV/0!
20 Construction Task			\$0.00				\$0.00	#DIV/0!	#DIV/0!	#DIV/0!
21 Construction Task			\$0.00				\$0.00	#DIV/0!	#DIV/0!	#DIV/0!
22 Construction Task			\$0.00				\$0.00	#DIV/0!	#DIV/0!	#DIV/0!
23 Construction Task			\$0.00				\$0.00	#DIV/0!	#DIV/0!	#DIV/0!
24 Construction Complete			\$0.00				\$0.00	#DIV/0!	#DIV/0!	#DIV/0!
25 Project Completion/Closeout			\$0.00				\$0.00	#DIV/0!	#DIV/0!	#DIV/0!
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	#DIV/0!	#DIV/0!

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

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

Initial here if project is complete and this is the FINAL 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 amounts evidenced by attached supporting documents and expenditures.		
_____	_____	_____
Signature	Printed Name and Title	Date



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

A large blue rectangular block contains the main title text. To its right, a green rectangular block is partially visible, overlapping the blue one. The blue block has a thin white border on its left and top edges.

**ACTIVE TRANSPORTATION
GRANT PROGRAM
GUIDELINES AND CALL FOR PROJECTS
FY 2011 – FY 2012**

A large tan rectangular block contains the subtitle text. To its left, an orange rectangular block is partially visible, overlapping the tan one. The tan block has a thin white border on its left and top edges.

CAPITAL GRANTS

Release Date: April 16, 2012
Applications Due: July 17, 2012 by 4 p.m.

CALL FOR PROJECTS AT-A-GLANCE

WHO CAN APPLY?

Active Transportation grants will be awarded on a competitive basis. Only cities and the County of San Diego are eligible recipients of the grant funds. Nonprofit and community-based organizations may partner with cities or the County, but cannot apply directly for the funds. Grantees cannot assign the grant agreement to a third party. If the proposed project abuts other jurisdictions, it must be shown on the adopted plans of the adjacent jurisdictions, or a letter must be submitted from the abutting jurisdiction showing that cooperative efforts are underway.

HOW MUCH FUNDING IS AVAILABLE?

There are approximately \$8.8 million in Active Transportation Grant funds to award in this round. The funds will be allocated to capital and non-capital projects as follows:

<p style="text-align: center; font-size: 1.2em;">\$6.6 million available for capital projects</p>	<p>Capital – 75% of total funding available (\$6.6 million)</p> <p>Projects will be ranked and awarded funding in order. A maximum of \$4 million is available to fund projects over \$500,000.</p>
---	---

Any unused funds in this category will rollover to Non-Capital – Planning, Education, then Bicycle Parking

Non-Capital – 25% of total funding available (\$2.2 million), plus any rollover from the Capital grant allocation. The breakdown of the 25% is as follows:

<p style="text-align: center; font-size: 1.2em;">\$2.2 million available for non-capital projects</p>

- Plans – 15% (\$1.32 million) (any unused funds go to Education, then Bicycle Parking)
- Education, Encouragement, and Awareness – 5% (\$440,000) (any unused funds go to Plans, then Bicycle Parking)
- Bicycle Parking – 5% (\$440,000) (any unused funds go to Plans, then Education)

APPLICATION PROCESS AND PROGRAM SCHEDULE

<i>April 16</i>	<i>Call for Projects</i>
<i>April 18</i>	<i>Application Workshop</i>
<i>July 16</i>	<i>Project Applications and Resolutions DUE</i>
<i>September*</i>	<i>Transportation Committee and Board of Directors Approve Funding Recommendations</i>

* approximate

CAPITAL PROJECT FUNDING LIMITS

The total amount of funding requested by each applicant cannot exceed the total available for Capital grants (\$6.6 million). Each grant amount request cannot exceed \$1.5 million. There is no minimum grant amount request.

Applicants requesting more than \$1 million are required to submit a phasing plan that prioritizes project elements.

SANDAG reserves the right to partially fund grants, and to fund less than the amount available for each funding category in a given funding cycle.

TABLE OF CONTENTS

Call for Projects At-A-Glance	1
Program Objectives	3
Eligibility Criteria.....	5
Scoring and Selection Process	9
Scoring Criteria Guidance:	
How Will Projects be Scored?.....	10
Scoring Matrix	15
Application Form	A-1
Ineligible Activities	17
Eligible Expenses.....	18
Administrative Requirements	19
Sample Grant Agreement	21

APPLICATION SUBMITTAL INSTRUCTIONS

All applicants must complete an Active Transportation Grant Application (see page A-1), which consists of

- An application form
- Project attachments

The Active Transportation Grant Application Form can be downloaded from the SANDAG website at: <http://www.sandag.org/grants/active>

Ten (10) hard copies and one (1) CD of the complete Active Transportation Grant Application (including all attachments) must be received by SANDAG no later than **4 p.m. on (July 17, 2012)**. The CD must contain a copy of the completed application and all attachments in PDF format.

Completed grant applications must be received by SANDAG no later than **4 p.m. on (July 17, 2012)**.

Mail or hand-deliver your completed Active Transportation Grant Application to:

Christine Eary
SANDAG
401 B Street, Suite 800
San Diego, CA 92101

Late submittals or fax copies will not be accepted. All applications must include a combined project budget, scope of work, and project schedule.

A lead entity (cities or the County) must be identified on the application form and be authorized in writing to enter into a grant agreement with SANDAG if selected for funding. SANDAG will only enter into an Agreement with that lead entity.

RESOLUTION

When the application is submitted, it must include a certified copy of a resolution or minute order from a planning group, planning commission, or governing body of the jurisdiction, authorizing the application, committing to provide matching funds (if applicable), and authorizing staff to accept grant funds and execute the grant agreement. Applications that are not accompanied by a resolution will be deemed ineligible.

APPLICATION WORKSHOP

SANDAG will conduct an application workshop for prospective applicants to provide an overview of the program and application process and answer any questions. Applicants are strongly encouraged to attend this workshop. The workshop will take place on April 18, 2012, 10 a.m. to 12 noon at SANDAG.

APPLICATION REVIEWS

SANDAG staff may assist with preliminary review of applications in advance of the application deadline, subject to availability. Please contact Christine Eary at Christine.Eary@sandag.org or (619) 699-6928 if you would like to submit a draft application for review.

REFERENCE DOCUMENTS

The Program Guidelines refer to a number of documents that will help the applicant prepare an application. Those documents can be found at the SANDAG website at: <http://www.sandag.org/grants/active>. The documents include design standards from the Regional Bike Plan, Planning and Designing for Pedestrians, the NACTO Design Manual, the National Bicycle and Pedestrian Documentation Project, as well as SANDAG Board Policies No. 031, 033, and 035.

QUESTIONS

If you have any questions regarding the application process, please contact:

: Christine Eary
Active Transportation
Grants Program Manager
Christine.Eary@sandag.org
(619) 699-6928

: Chris Kluth
Active Transportation
Program Manager
Chris.Kluth@sandag.org
(619) 699-1952

PROGRAM OBJECTIVES

The Active Transportation Grant Program funds bicycle and pedestrian-oriented transportation facility improvements, planning efforts, encouragement and education programs, and bicycle parking.

The goals of the Active Transportation Grant Program are to encourage the planning and development of Complete Streets, and to provide multiple travel choices for the region's residents.

Projects funded by this program must support these goals, and specifically, the following objectives. In 2010, SANDAG adopted *Riding to 2050: The San Diego Regional Bicycle Plan*. The program objectives outlined below are derived from the goals in *Riding to 2050*.

Program Objectives

- : *Encourage the development of a cohesive network of complete streets, improve bicycle/pedestrian neighborhood connectivity to transit and destinations such as schools, retail, places of work, parks, and other community gathering places, and support smart growth placemaking.*
- : *Improve safety for bicyclists and pedestrians through traffic calming and complete streets design principles.*
- : *Serve as models for the region by featuring innovative solutions that comprehensively prioritize access for bicyclists and pedestrians.*
- : *Ensure access to jobs, services, and recreation for populations with fewer transportation choices, and create equitable transportation opportunities for all users, regardless of age, ability, race, ethnicity, or income.*
- : *Increase community support for bicycling and walking as a viable transportation choice for all trip purposes, and promote active transportation as a means of improving health outcomes.*
- : *Support reductions in greenhouse gas emissions and facilitate an increase in levels of bicycling and walking in the region, by providing supportive facilities, amenities, and programs for bicyclists and pedestrians.*

The program seeks to promote a comprehensive, neighborhood-based approach to planning and implementing active transportation, through Community Active Transportation Strategies. These strategies will incorporate bicycle and pedestrian improvements and traffic calming, with existing and planned land use and transit, in order to increase neighborhood connectivity for bicyclists and pedestrians. This approach integrates efforts such as Safe Routes to School, Safe Routes to Transit, and smart growth implementation, to identify corridors or neighborhood networks that prioritize biking and walking trips to better link residential areas with nearby employment, recreation, and activity centers.

[page intentionally left blank]

ELIGIBILITY CRITERIA

ELIGIBLE APPLICANTS

Applicants must meet all of the following eligibility criteria. Applications not meeting all of the following criteria will be deemed ineligible for funding and will not be scored. Please contact Christine Eary at (619) 699-6928 or Christine.Eary@sandag.org if you have any questions about eligibility.

1. Community Support/Consistency with Community Plan

Resolution or minutes from City Council, County Board of Supervisors, local planning group, or Planning Commission that indicates community support for the project. OR

Project is part of a currently adopted Bicycle Plan, Community Plan, Specific Plan, or other planning document that has been approved at the community level.

2. Minimum Design Standards and Guidelines

Proposed bicycle and pedestrian elements must meet the minimum geometric standards set forth in the Caltrans Highway Design Manual (Chapter 10), the California MUTCD, and the ADA. Projects may also use AASHTO standards. Must also be consistent with the guidelines outlined in the *San Diego Regional Bike Plan* and *Planning and Designing for Pedestrians*.

3. Project Readiness

Applicant must have completed a feasibility study or an equivalent evaluation of project feasibility. For smaller-scale projects, an equivalent evaluation of project feasibility must have included the following:

- Agency staff field evaluation
- Concept drawings
- Horizontal alignment
- Identification of potential challenges
- Identification of right-of-way
- Identification of environmental requirements
- Cost estimate
- Preliminary community input

4. SANDAG Board Policy No. 031, Rule 21

Projects already funded by *TransNet* are not eligible, and are governed by the Routine Accommodation Provisions outlined in SANDAG Board Policy No. 031, Rule 21.

5. Baseline Data Collection

- Applicants must include baseline data collection within its scope of work, budget, and schedule. Prior to project construction, grantee must collect data on (at minimum) observed bicycle and pedestrian **demand** and **safety** in the project area, and submit results to SANDAG. A subset of grantees may be selected for in-depth evaluation by SANDAG, in which case, SANDAG will conduct the data collection effort with required participation from grantee staff. Such in-depth evaluation conducted by SANDAG will take place solely for the purpose of SANDAG Active Transportation data collection and monitoring efforts, and will not impact grantees' budgets.
- Bicycle and pedestrian observed **demand** data must be collected prior to project construction, through counts, observations of bicyclist/pedestrian/driver behavior, and intercept surveys using the National Bicycle and Pedestrian Documentation Project methodology:
 - Counts must be conducted prior to project construction, during National Documentation Days in the second week of September. Supplementary counts and surveys can be conducted during January, May, and July to provide seasonal data if desired.
 - Counts should be conducted for two hours, at peak times relative to the facility. For example, facilities attracting utilitarian trips should be counted on a Tuesday, Wednesday, or Thursday from 5 to 7 p.m., whereas facilities attracting recreational trips should be counted on a Saturday, from 9 to 11a.m.
 - Counts must be conducted using standard forms, to be provided by SANDAG. The Count Form is provided below as an example. Completed forms must be submitted to SANDAG as a project deliverable.
- Bicycle and pedestrian **safety** data must be submitted as part of the project application.
- Plan to budget up to \$5,000 for data collection, depending on the size of the project.
- For assistance with data collection, contact Christine Eary at Christine.Eary@sandag.org, or (619) 699-6928.

SDSU Bicycle Counting Form

Mainline Roadway: _____ Bike Lane Width (ft.): _____
 Nearby Intersecting Roadway: _____
 Observer Name(s): _____
 Date: _____
 Observation Time: (Start) _____ (End) _____
 Temp. (°F): _____ Sunny, cloudy, rainy, etc.: _____
 Description of Counter Location: _____

Draw a diagram of the count site below, including the bike lane, adjacent sidewalk, travel lanes, and nearby intersection. Mark the counter location with an "X". Mark the letter "A" upstream of the counter and the letter "B" downstream of the counter and draw arrows for directions of bicycle travel (A to B and B to A). Also draw a North arrow.

Tally each time a bicycle passes the counter location in the bicycle lane, sidewalk, or any travel lane from either direction. Mark an "X" if the bicyclist is male and an "O" if the bicyclist is female. If a bicyclist is riding in the opposite direction of adjacent traffic flow, underline the tally mark.

Time Period #	Bicycle Counts						TOTAL
	From A to B			From B to A			
	Bicycle Lane	Traffic Lane	Sidewalk	Bicycle Lane	Traffic Lane	Sidewalk	
Bicycle Position							
(0-15 min)							
(15-30 min)							
(30-45 min)							
(45-60 min)							
(60-75 min)							
(75-90 min)							
(90-105 min)							
(105-120 min)							
TOTAL							

ELIGIBLE PROJECTS

Eligible capital grant projects will result in construction of facilities intended for use by bicyclists and pedestrians, or will provide safer roadway access for bicyclists and pedestrians through traffic calming. Eligible activities include design, right-of-way acquisition, construction, and installation of traffic control devices. Eligible capital grant projects may include but are not limited to:

- New bicycle facilities including paths and bicycle boulevards
- Bicycle lane striping and widening
- New sidewalks, widening of sidewalks, sidewalk gap closures
- New pedestrian facilities
- Pedestrian over and under crossings
- Shortcuts to shorten bike/walk travel time and provide for safer connections
- High visibility crosswalks (ladder/zebra/continental style)
- Bulb outs and intersection treatments
- Roundabouts and traffic circles
- Speed humps and speed tables
- Raised intersections
- Median refuges
- Road diets
- Full or half street closures
- Pedestrian and bicycle-related traffic control devices and pavement markings
- Pedestrian-scale lighting
- Signage and wayfinding

Applicants are encouraged to utilize innovative solutions that are new to the region, and to focus efforts in project areas that (1) lend themselves to development of neighborhood-level bicycle and pedestrian networks, (2) connect residential areas to activity centers such as schools, transit centers, commercial districts, and parks, and (3) are comprehensive and include all of the following: bicycle, pedestrian, and traffic calming improvements.

[page intentionally left blank]

SCORING AND SELECTION PROCESS

After applications have been received and deemed eligible by SANDAG staff, there are two steps that determine which projects will be funded: scoring, followed by selection.

SCORING

The scoring criteria are based on principles outlined in *Riding to 2050: The San Diego Regional Bicycle Plan*, the 2050 Regional Transportation Plan and Sustainable Communities Strategy, the *TransNet* Extension Ordinance, and SANDAG's overall goals of improving the regional transportation system and promoting smart growth in the region. The criteria are specified in the Project Scoring Criteria Matrix that follows.

The projects will be scored by a scoring panel consisting of SANDAG staff and Bicycle Pedestrian Working Group members. Panel members must not represent local jurisdictions that have submitted projects for funding under the current cycle, must not have had prior involvement in any of the submitted projects, nor may they (nor the organizations they represent) receive compensation for work on any of the funded projects in the future.

Applicants are required to prepare and deliver presentations regarding their proposed projects to the scoring panel and the Bicycle Pedestrian Working Group (BPWG). Applicants will be notified of presentation date.

SELECTION

Once all submitted projects have been scored, SANDAG staff will present a list of proposed projects to the SANDAG Transportation Committee for recommendation to the SANDAG Board of Directors.

SCORING CRITERIA GUIDANCE

How Will Projects Be Scored?

PROJECT READINESS

1. Completion of Major Milestones

Projects will be scored based on the number of milestones completed. Up to 20 points are available. The scores will be assigned for either completion of each milestone, or proof that it is not required (environmental and right-of-way below) as follows:

- Neighborhood-level plan, corridor study, or Community Active Transportation Strategy: 2 points
- Environmental clearance (CEQA and/or NEPA; or evidence that environmental clearance is not required) – 4 points
- Right-of-way acquisition (must be complete, including all necessary entitlements, or evidence that no right-of-way acquisition is required) – 4 points
- Final design (plans, specifications, and estimates) – 10 points

PROJECT CONNECTIONS AND SAFETY

2. Connection to Regional Bicycle Network

Up to 8 points are available. Regional Bicycle Network is defined in *Riding to 2050: The San Diego Regional Bicycle Plan*.

- Project will build direct connection to the network (project must directly connect to an existing or proposed segment of the network) – 6 points
- Project will build part of the network, consistent with facility classification proposed in *Riding to 2050* – 8 points

3. Completes Connection/Linkage in Local Bicycle Network

8 points will be awarded if the project proposes to close a gap between existing bicycle facilities. A gap is defined as a lack of facilities between two existing facilities, or a situation where there is an undesirable change in facility type (e.g., a project proposing to change a segment of class III between two class II segments into class II).

4. Completes Connection/Linkage in Existing Pedestrian Network

8 points will be awarded if the project proposes to close a gap in the existing pedestrian network. Applicant must demonstrate evidence of an existing gap. Examples include missing sidewalk segments, or enhancement of one or more blocks in between blocks that have previously been upgraded.

5. Connection to Transit

Up to 12 points are available; projects that include both bicycle and pedestrian improvements are eligible for points for both modes. SANDAG staff will analyze project area via GIS to determine score. Regional transit station is defined as any station served by COASTER, SPRINTER, San Diego Trolley, Bus Rapid Transit, or Rapid Bus. Distance is defined as walkable distance (accounting for barriers such as canyons)

- Bike improvements
 - Project is within 1.5 miles of regional transit station – 6 points
- Pedestrian improvements: Score will be based on actual available walking paths, as mapped in GIS.
 - Project is within ¼ mile of a local transit stop – 2 points
 - Project directly connects to a local transit stop (proposed improvements must directly connect to transit stop) – 4 points
 - Project is within ½ mile of a regional transit station – 4 points
 - Project directly connects to a regional transit station (proposed improvements must directly connect to the station) – 6 points

6. Safety Improvements and Overcoming Barriers

Points will be awarded based on applicant description of safety hazard or collision history. Collision data must be highlighted to point out which collisions are applicable to the project area and why they are relevant. Up to 12 points are available.

Completes connection in existing network at location with documented safety hazard or collision history, specifically, correctable crashes involving bicyclists or pedestrians within the last 7 years:

- A. 1 – 2 correctable collisions – 2 points
- B. 3 – 4 correctable collisions – 4 points
- C. 5 or more correctable collisions – 6 points

and/or

Creates access or overcomes barriers in area where hazardous conditions prohibited safe access for bicyclists and pedestrians – up to 6 points.

To gain points for creating access or overcoming barriers, applicant must describe detractors in the project area that prohibited safe access, such as a lack of facilities, high traffic volumes and speeds in an area with origins and destinations that would warrant bicycle or pedestrian trips if access were safe, freeway on/off ramps, blind curves, steep slopes, etc. Points will be awarded based on degree of hazard and potential for increased bicycle or pedestrian trips.

Points will be awarded for both collision history **and** hazardous conditions lacking collision history in two ways:

1. Project area with multiple hazardous locations - A project area encompasses two hazardous locations, one with collision data and one that is so unsafe that it prohibits safe access; or
2. Project area with an intersection or roadway segment that has both barriers **and** crash data - A location within a project area has crash data, but also has been identified as a high barrier roadway in *The San Diego Regional Bicycle Plan* Bicycle Barriers Model.

QUALITY OF PROJECT

7. Effectiveness of Proposed Traffic Calming, Bicycle, and Pedestrian Priority Measures

Points will be awarded based on the quality of traffic calming and bicycle and pedestrian priority measures proposed, and the potential for the proposed measures to address the area need as stated by the applicant. Design guidelines such as those outlined in *Planning and Designing for Pedestrians, Riding to 2050: The San Diego Regional Bicycle Plan*, and the National Association of City Transportation Officials (NACTO) Urban Bikeway Design Guide will be used as a guide to inform scoring.

The highest scoring projects will make significant changes to the area's transportation infrastructure in a way that results in an environment where reduced vehicular speeds provide for safer access for bicyclists and pedestrians, and definitively prioritizes bicycle and pedestrian access. Examples of highest scoring projects include road diets that reallocate right-of-way and/or reconfigure the roadway to balance access for all modes, and projects that include a broad array of context-appropriate traffic calming devices and bicycle/pedestrian priority measures.

Lower-scoring projects will have fewer features and make only minimal improvements for bicycle and pedestrian access.

Up to 15 points are available.

- Traffic calming measures – up to 5 points
- Bicycle priority measures – up to 5 points
- Pedestrian priority measures – up to 5 points

Traffic calming measures will be analyzed for frequency, relative to the following guidelines:

- Residential Street – 20 mph = Devices every 250 feet, so 1 device would be effective 250 ft. on either side
- Collector or Main Street – 25 mph = 400 feet
- Arterial street (traffic taming) – 35 mph = 800 feet

8. Relationship to Program Objectives

Up to 18 points will be awarded based on how well the proposed project meets the Active Transportation Grant Program objectives:

- Encourage the development of a cohesive network of complete streets and improve bicycle/pedestrian neighborhood connectivity to transit and destinations such as schools, retail, places of work, parks, and other community gathering places, and support smart growth placemaking.
- Improve safety for bicyclists and pedestrians through traffic calming and complete streets design principles.
- Serve as models for the region by featuring innovative solutions that comprehensively prioritize access for bicyclists and pedestrians.
- Ensure access to jobs, services, and recreation for populations with fewer transportation choices, and create equitable transportation opportunities for all users, regardless of age, ability, race, ethnicity, or income.
- Increase community support for bicycling and walking as a viable transportation choice for all trip purposes, and promote active transportation as a means of improving health outcomes.
- Support reductions in greenhouse gas emissions and facilitate an increase in levels of bicycling and walking in the region, by providing supportive facilities, amenities and programs for bicyclists and pedestrians.

Consideration will be given to both the number of objectives that the project addresses, and how well the project meets the program objectives, particularly with respect to the following:

- | | |
|--|--|
| ➤ Complete streets | ➤ Prioritization of bicycle and pedestrian access |
| ➤ Improved bicycle/pedestrian connectivity to destinations | ➤ Social equity |
| ➤ Potential to support smart growth places | ➤ Potential to increase bicycling and walking for everyday trips |
| ➤ Improved safety | ➤ Potential to improve health outcomes over time |
| ➤ Innovation and ability to serve as a model in the region | ➤ Reduction of greenhouse gas emissions |

9. Innovation

Up to 8 points will be awarded. 4 points will be awarded if the applicant provides evidence of the project being an FHWA or State experimentation effort.

Up to 4 points will be awarded if the project proposes solutions that are relatively new to the region, such as colored bike lanes or shared access lanes, sharrows, cycletracks, reverse angled parking, and other examples. The highest scoring projects will utilize the following innovations such as, but not limited to, those found in the NACTO Urban Bikeway Design Guide, specifically:

Bike Lanes and Cycle tracks

- Buffered bike lanes
- Left-side bike lanes
- Cycle tracks (one-way protected, raised, two-way)

Intersections

- Bike boxes
- Intersection crossing markings
- Two-stage turn queue boxes

Intersections (cont'd)

- Median refuge island
- Through bike lanes
- Cycle track intersection approach

Bicycle Signals

- Bicycle signal heads
- Signal detection and actuation
- Active warning beacon for bike facility crossing at unsignalized intersection

Bicycle Signals (cont'd)

- Hybrid signal for bike route crossing of major street

Bikeway Signing & Marking

- Colored bike facilities
- Shared lane markings
- Bike route wayfinding signage and markings system
- Innovative pedestrian/traffic calming solutions could include:

Crossings

- Automated pedestrian detection devices at signalized crossings, including infrared, microwave, and video detectors
- Pre-crossing safety information such as illuminated push buttons and safety advisories to pedestrians and drivers
- Automated "WALK" clearance phase extension for slower crossings such as those made by elderly and disabled pedestrians
- "Animated eyes" and/or pavement markings to remind pedestrians to look for turning vehicles
- HAWK signals
- Rectangular Rapid flash beacons (must include ADA accommodation: a locator note and audible speech to convey that warning lights have been activated, not just that a signal has been activated); in-street lighting is discouraged
- Mid-block chokers
- Mid-block crossings with accompanying signage and enhanced area lighting
- Dynamic lighting at marked crosswalks: focused on the crosswalk and activates when a pedestrian crosses

SUPPORTIVE PROGRAMS & POLICIES

10. Complementary Programs

Up to 3 points will be awarded if the project includes program activities that complement the capital improvements, such as an awareness program, education or encouragement efforts, and enforcement activities. Consideration will be given to both the breadth and depth of programs proposed.

11. Supportive Policies and Plans

Up to 3 points will be awarded if the project is preceded by a complete streets policy included in a community or specific plan, or a community active transportation strategy. The highest scoring projects will have completed a community active transportation strategy specific to the project area.

Crossings (cont'd)

- High visibility crossings (ladder/zebra/continental style)
- Advance yield bars

Intersections

- Right-turn slip lane and crosswalk, with geometry designed to slow turning vehicles
- Right-turn slip lane with raised crosswalk
- Raised crosswalks
- Raised intersections
- Median refuge island with corral
- Median refuge island with pedestrian activation button
- Pedestrian scramble
- Freestanding crosswalk yielding signs
- Traffic circles and roundabouts
- Semi- and Partial Diverters
- Forced Turn Channelization
- Advance stop bars
- Stencils and signage
- Prohibited right turns on red

Access for Elderly and Disabled Persons

- Use of rapid ticks and slow chirps instead of speech to indicate when to cross and when to wait (where it is technically feasible to have two poles at least 10 ft apart on a corner)
- Vibro-tactile walk indicators
- Push button locator tone
- Locator tone and walk indication ticks/tones that adjust in response to ambient noise levels
- On traffic pole, tactile arrow running parallel to associated crosswalk

FORMULA SCORES**12. Demand (GIS Analysis)**

This criterion includes seven factors, listed below. SANDAG will analyze the area relative to the factors below, using GIS. A buffer of a half-mile will be created around the project area for projects with pedestrian improvements, and one mile for projects with bicycle improvements. Results for each factor will be ranked from highest to lowest (with the exception of vehicle ownership, which will be ranked from lowest to highest), in quintiles, for all projects. Projects will then be scored relative to each other, by ranking the raw scores from highest (15 points) to lowest (1 point).

- Population
- Population Density
- Intersection Density
- Vehicle Ownership
- Employment
- Employment Density
- Activity Centers

13. Board Policy No. 033 (Regional Housing Needs Assessment Incentive)

Points will be awarded based on the "SCORING CRITERIA Concerning Calculation of Board Policy No. 033 Incentive Points" detailed in Exhibit 3 of Board Policy No. 033. Up to 50 points will be awarded.

14. Matching Funds

Other sources of funding for cooperative projects must be explicitly identified. The application must include supporting documentation that shows matching funds have been secured. Matching funds that have not been secured will not count toward this score.

Projects will be scored relative to each other, by ranking the matching funds amounts from highest to lowest. Points will be distributed from highest to lowest. The projects with the most matching funds will receive 10 points, and the projects with the least matching funds will receive 1 point. Projects without secured matching funds will not receive any points for this category.

15. Cost/Benefit

Score will be determined by taking the subtotal score of Criteria 1 through 12 and dividing that subtotal by the grant application amount. Projects will be scored relative to each other by taking the raw scores and distributing them from highest to lowest. The projects with the highest cost benefit ratio will receive 10 points, and the projects with the lowest cost benefit ratio will receive 1 point.

For projects that only include phases prior to construction:

1. Project will be scored and ranked together with construction projects
2. Score will be reduced according to ultimate phase proposed in project, as follows:
 - Environmental clearance – subtract 75%
 - Right-of-way acquisition – subtract 50%
 - Final design – subtract 25%

FY11-12 CAPITAL PROJECT SCORING CRITERIA

#	CATEGORY	CRITERIA	POTENTIAL POINTS	%
PROJECT READINESS				
1.	Completion of Major Milestones	Projects are eligible for points following completion of each phase: Community active transportation strategy/neighborhood-level plan/corridor study Environmental Clearance Right-of-way Acquisition Final Design	Up to 20 2 4 4 10	10%
PROJECT CONNECTIONS AND SAFETY				
2.	Connection to Regional Bicycle Network	Project directly connects to the Regional Bikeway Network OR Project is a part of the Regional Bikeway Network	Up to 8 6 8	4%
3.	Completes Connection/Linkage in Local Bicycle Network	Closes a gap between existing bicycle facilities (guidance will include definition of gap, and will include situations where there exists an undesirable change in facility type)	8	4%
4.	Completes Connection/Linkage in Existing Pedestrian Network	Closes a gap in the existing network	8	4%
5.	Connection to Transit	Bike improvements proximity: Project is within 1.5 mi of regional transit station Pedestrian improvements proximity: Project is within ¼ mile of a local transit stop Project directly connects to a local transit stop Project is within ½ mile of a regional transit station Project directly connects to a regional transit station	Up to 12 6 2 4 4 6	6%
6.	Safety Improvements and Overcoming Barriers	Completes connection in existing network at location with documented safety hazard or accident history. A. 1 – 2 correctable crashes involving nonmotorized users within the last 7 years B. 3 – 4 correctable crashes involving nonmotorized users within the last 7 years C. 5 or more correctable crashes involving nonmotorized users within the last 7 years and/or Creates access or overcomes barriers in area where hazardous conditions prohibited safe access for bicyclists and pedestrians.	Up to 12 2 4 6 6	6%

QUALITY OF PROJECT				
7.	Effectiveness and Comprehensiveness of Proposed Bicycle, Pedestrian, and/or Traffic Calming Measures	<p>How well will the proposed traffic calming address the identified need in the project area? Are the proposed solutions appropriate for the situation?</p> <p>How well will the proposed pedestrian improvements address the identified need in the project area?</p> <p>How well will the proposed bicycle improvements address the identified need in the project area?</p>	<p>Up to 15 total Up to 5</p> <p>Up to 5</p> <p>Up to 5</p>	7.5%
8.	Relationship to Program Objectives	How well does the project meet the program objectives?	Up to 18	9%
9.	Innovation	<p>Is this project an FHWA or state experimentation effort?</p> <p>Does the project propose solutions that are new to the region, and have the potential to serve as a replicable model for other cities in the region? Does the project utilize innovative solutions such as those listed in the NACTO Urban Bikeway Guide?</p>	<p>Up to 8 4</p> <p>Up to 4</p>	4%
SUPPORTIVE POLICIES & PROGRAMS				
10.	Complementary Programs	Is this project accompanied by programs that complement the capital improvements, such as an awareness campaign, education efforts, and increased enforcement?	Up to 3	1.5%
11.	Supportive Policies and Plans	Demonstrated policy language in approved plan, or a completed community active transportation strategy/plan	Up to 3	1.5%
FORMULA SCORES				
12.	Demand (GIS analysis)	Factors contributing to score: population and employment, population and employment densities, intersection density, vehicle ownership, and activity centers.	Up to 15	7.5%
13.	Regional Housing Needs Assessment Incentive	Score is based on the formula provided in Board Policy No. 033	50	25%
14.	Matching Funds	<p>Matching funds can be from any of the following sources:</p> <ol style="list-style-type: none"> 1. Identified and approved capital funding from identified source. Please provide proof in the form of a resolution or letter of approval. 2. Approved match grant 3. In-kind services. Please provide adequate support documentation. 	Up to 10	5%
15.	Cost/Benefit	Subtotal Score(not counting RHNA points, not counting match points)/Grant Application Amount	Up to 10	5%
TOTAL			200	

CAPITAL GRANT APPLICATION FORM

Project Title:
Applicant (Jurisdiction):
Amount Requested:

APPLICATION CHECKLIST

- Ten hard copies and one CD of the complete Active Transportation application (including all attachments, clearly labeled).
 - Resolution authorizing the application, committing to provide matching funds, and authorizing staff to accept grant funds and execute the grant agreement, and documenting community support.
 - Format: narrative pages on 8.5x11 paper, all narrative text has at least 1 inch margins on all sides and no less than 10pt. font size (footers and headers exempt from the above requirements).
 - Baseline data collection included in Scope of Work, Schedule, and Budget.
 - Documentation of matching funds.
 - Vicinity maps showing project location and local/regional street, bicycle, transit, and highway facilities within and near the project area (may be printed on up to 11x17 paper).
 - Documentation of support for the project from community groups or individuals (recommended but not required).
 - Aerial photos and other photographs depicting existing conditions.
 - Feasibility study or project study report (include in CD ONLY, do NOT attach as hard copy).
- | | |
|--|--|
| <input type="checkbox"/> Completed application form: | <input type="checkbox"/> Quality of Project |
| <input type="checkbox"/> Project Summary | <input type="checkbox"/> Supportive Policies and Programs |
| <input type="checkbox"/> Project Location Map | <input type="checkbox"/> Scope of Work, Schedule, and Budget |
| <input type="checkbox"/> Project Costs & Funding Sources | <input type="checkbox"/> Engineer's Estimate |
| <input type="checkbox"/> Project Readiness | <input type="checkbox"/> Plans showing that minimum design standard has been met |
| <input type="checkbox"/> Project Connections and Safety | |

If any of the above are not included with the application by the deadline (with the exception of documentation of community support), the application will be deemed ineligible.

GRANTEE STATEMENTS

- The proposed grantee has read the standardized sample grant agreement
- The proposed grantee understands that SANDAG will not reimburse applicants for expenses incurred prior to execution of a grant agreement.
- If the SANDAG Board of Directors approves the grant, the proposed grantee agrees to sign and return the standardized grant agreement to SANDAG, without exceptions, within 45 days of receipt.
- The proposed grantee agrees to comply with SANDAG's Board Policy No. 035 *Competitive Grant Program Procedures*, which outlines "use-it-or-lose-it" project milestones and completion deadlines. Board Policy No. 035 is included in the standardized grant agreement as Attachment B, and is also on the SANDAG website at the following link: http://www.sandag.org/organization/about/pubs/policy_35.pdf
- The proposed grantee understands that all invoices must be accompanied by a written progress report of the charges for both requested reimbursement of grant and matching funds and submitted to SANDAG no less frequently than quarterly. Invoice and progress report templates are available on the SANDAG website at the following link: <http://www.sandag.org/grants/forms>
- The proposed grantee understands that upon approval of funding by the SANDAG Board of Directors, the applicant will provide a copy of their approved indirect cost rate audit or their proposed indirect cost rate methodology, if charging for overhead, to SANDAG for review and approval, which must occur prior to execution of the grant agreement.
- The proposed grantee understands that a resolution including the requirements of Board Policy No. 035, Section 4.1, must be submitted to SANDAG at least two weeks prior to the recommendation by the Transportation Committee of the list of grant projects to be considered eligible. SANDAG will provide applicants with advance notice of the Transportation Committee's anticipated meeting dates.

I certify that I agree with the above statements, have reviewed the Active Transportation Grant Program Guidelines, and that the information submitted in this application is accurate and in accordance with these guidelines.

I have the authorization to submit this grant on behalf of my organization.

Grantee Name (print or type)

Title

Grantee Signature (signature cannot be electronic)

Date (mm/dd/yyyy)

PROJECT SUMMARY

Applicant (Agency):
Project Title:

Project Area Limits: e.g. 4th St. between Laurel St. and Ash St., and 5th St. between Laurel St. and Ash St.

--

Project Description: (4 lines max)

--

Primary Contact Person (<i>Project Manager</i>):	
Title:	
Street Address:	City and Zip Code:
Phone:	E-mail Address:

Is this project in your agency's adopted capital improvement program? (Y/N) ____

Is the project part of a larger capital improvement project?

If so, describe the larger project in its entirety, as well as the funding sources:

--

Active Transportation Grant Funds Request	\$
Matching Funds	\$
Total Project Cost	\$
<i>Total Project Cost = Active Transportation Grant Funds + Matching Funds</i>	

Can this project be broken into phases? (Y/N) ____ If yes, briefly list phased scope and costs:

--

PROJECT LOCATION MAP

[INSERT PROJECT LOCATION MAP HERE]

PROJECT READINESS

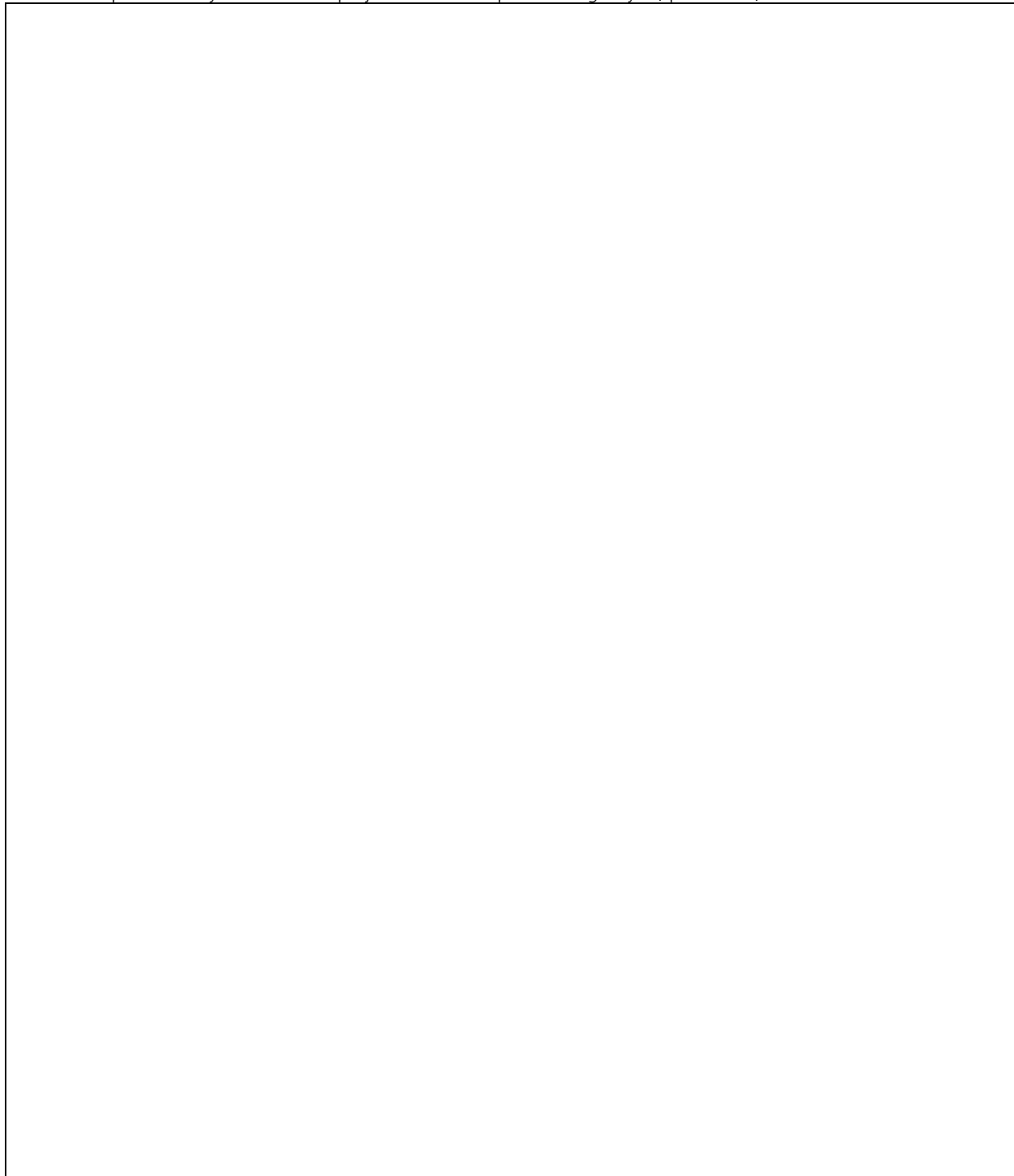
COMPLETION OF MAJOR MILESTONES

<u>Phase</u>	<u>Start Date</u>	<u>Completion Date</u>
1. Community Active Transportation Strategy/Neighborhood-level plan/corridor study		
2. Environmental Documentation/Certification		
3. Right-of-Way Acquisition		
4. Final Design		

PROJECT CONNECTIONS AND SAFETY

Connection to Regional Bicycle Network, Completes Connection in Local Bicycle Network, Completes Connection in Existing Pedestrian Network, Connection to Transit

Provide a map that clearly illustrates the project's relationship to existing bicycle, pedestrian, and transit facilities.



Safety Improvements and Overcoming Barriers (250 words max plus collision data attachments)

Describe, in bullets, the **specific** safety issues addressed by the project. Please attach documentation for safety and collision history. If collision data is provided, it must be annotated to highlight collisions applicable to the project and why they are relevant.

If applicable,(1) attach a map and/or photos indicating gaps an dbarriers, including changes in facility type where appropriate; (2) describe any locations within the project limits where barriers or hazardous conditions exist that prohibit safe access for bicyclists and pedestrians.

--

Vehicle Speed Limit and Average Daily Traffic (ADT)

Street Name:	
Speed Limit:	ADT:

Street Name:	
Speed Limit:	ADT:

Street Name:	
Speed Limit:	ADT:

Street Name:	
Speed Limit:	ADT:

QUALITY OF PROJECT

For this section, please provide answers in bullet format. A short, concise narrative may be provided, if necessary, to describe the project.

Effectiveness and Comprehensiveness of Proposed Bicycle, Pedestrian, and/or Traffic Calming Measures, and Relationship to Program Objectives

Describe the need for traffic calming, pedestrian, and bicycle improvements in the project area, in **bullets**. (6 lines max)

List the goals of the project, in **bullets**.

Describe the proposed improvements and why they are particularly suited to address the needs stated above, in **bullets**. (6 lines max)

INNOVATION

Is this or will this project be an FHWA or State experimentation effort? Yes No If yes, evidence must be attached.

Does this project propose any solutions that are new to the region? If so, please describe, in **bullets**.

SUPPORTIVE POLICIES AND PROGRAMS

COMPLEMENTARY PROGRAMS

Describe in **bullets**, any programs that complement the proposed capital improvements: awareness, education efforts, increased enforcement, bicycle parking. Describe who will be responsible in implementing the programs and how they relate directly to the capital improvements. In order to receive points, programs must be included in project Scope of Work, Schedule, and Budget.

SUPPORTIVE POLICIES AND PLANS

Cite in **bullets**, any policy language in approved plans that support this project, or cite Community Active Transportation Strategy that was completed prior to this application.

Briefly describe any other relevant aspects of the project.

RESOLUTION NO. Insert Text

AUTHORIZING THE FILING OF AN APPLICATION FOR
ACTIVE TRANSPORTATION GRANT PROGRAM FUNDS THROUGH
THE SAN DIEGO ASSOCIATION OF GOVERNMENTS
FOR PROJECT NAME, AND ACCEPTING THE TERMS OF THE
GRANT AGREEMENT.

WHEREAS, \$8.8 million of Transportation Development Act/TransNet funding for capital and non-capital active transportation projects is available to local jurisdictions and the County of San Diego from Fiscal Year 2011-2012; and

WHEREAS, NAME OF JURISDICTION wishes to receive \$Insert Amount in Active Transportation Grant funds for the following project: Project Name; and

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

WHEREAS, Name of Organization agrees to complete the proposed grant project within a timely matter and in compliance with Board Policy No. 035.

NOW, THEREFORE, BE IT RESOLVED by Governing Board Name that Name of Jurisdiction is authorized to submit an application to SANDAG for Active Transportation Grant Program funding in the amount of \$Insert Amount for Project Name; and

BE IT FURTHER RESOLVED that, if a grant award is made by SANDAG to fund Project Name, Governing Board commits to providing \$Insert Amount Even if Zero of matching funds and/or in-kind contributions and authorizes Name of Jurisdiction staff to accept the grant funds, execute the attached grant agreement with SANDAG with no exceptions, and complete the Project.

PASSED AND ADOPTED by Name of Jurisdiction's Governing Board this Insert Date of Insert Month and Year.

Ayes: _____
Nays: _____
Absent/Abstention: _____

Signature of Governing Board's Chair/Director

ATTEST:

Clerk or Secretary of the Governing Board of Name of Organization

ATTACHMENT: Active Transportation Grant Program Grant Agreement with SANDAG

INELIGIBLE ACTIVITIES

Certain costs at times associated with bicycle and pedestrian projects are **NOT** eligible when the benefit provided is not the exclusive use of bicyclists or pedestrians. These instances are listed below.

- Curb and gutter are part of the roadway drainage system. As such, newly installed curb and gutter cannot be considered an improvement exclusively for the benefit of the sidewalk or bike lane and are not an eligible expense.
- Driveway ramps installed across sidewalks are not for the benefit of pedestrians, and in fact, degrade the pedestrian environment. Claimants may not include the cost of driveway ramps in applications for sidewalk projects. However, the distance across the driveway may be included when computing the per-square-foot cost of the sidewalk.
- Where roadway design standards require a roadway shoulder width at least as wide as would be required for a standard bike lane, the cost of the shoulder construction will not be eligible. Appropriate bikeway signage is eligible.

Under some circumstances, it may be necessary to remove and replace curb and gutter, driveway ramps, drainage facilities and other existing improvements in order to construct a bikeway or sidewalk. In such cases the cost of this work is most likely eligible, but claimants should carefully document why this is so in the claim submittal.

Are existing projects eligible?

Projects that are already underway may be eligible only if the application proposes expanding the scope of work for the existing project by adding work elements not previously included in the original project budget.

ELIGIBLE EXPENSES

The Active Transportation Grant Program will only fund project-related expenses incurred after the execution of a grant agreement between SANDAG and the grant recipient. Expenses incurred prior to that, or expenses for which the grant recipient had a prior contractual obligation will not be reimbursed.

MATCH FUNDS

Local agency staff expenses (salary and benefits) and other expenses directly related to the project are eligible as matching funds. Overhead or indirect costs cannot count as match. Expenses cannot count toward match until execution of grant agreement.

INDIRECT COSTS

Grant funds may be used toward indirect costs (i.e. overhead) directly related to the project. Grantees will be required to submit an Indirect Cost Allocation Plan prior to grant agreement execution if budget includes overhead.

CONTINGENCY

Contingency may be included in the budget.

PROJECT IMPLEMENTATION & OVERSIGHT REQUIREMENTS

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 weeks) and agendas of all design development meetings, and a copy of minutes following the meeting. SANDAG staff may attend any meeting as appropriate.
3. *Plan Review.* Grantee must submit project design drawings to SANDAG for review and comment at 30 percent, 60 percent, 90 percent, and 100 percent. SANDAG staff may meet with the grantee to comment on submitted plans and assure substantial conformance. SANDAG may comment on submitted plans regarding:
 - whether they are consistent with the project proposed in the original grant application, and
 - consistency with accepted bicycle/pedestrian 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 goals and deliverables. Grantee may be required to provide information that establishes whether the project's benefits or burdens were equitably distributed among socioeconomic populations in the area affected by the project. Grantee is expected to meet with SANDAG staff to identify relevant performance measures and data sources. Grantee is expected to assist SANDAG staff with data collection.

SANDAG BOARD POLICY NO. 035

Below are excerpts of the policy relevant to Capital projects. Please refer to Attachment B of the Sample Grant Agreement for the full text of SANDAG Board Policy No. 035.

To ensure fairness in the competitive process and to encourage grantees to implement their projects in a timely manner, SANDAG adopted Board Policy No. 035, Competitive Grant Program Procedures.

RESOLUTION

The attached sample Resolution outlines the requirements from the Grantee governing body (Council, Board of Directors) to fully accept this grant application:

- Commit to providing the Match set forth in the grant application
- Authorize staff to accept the grant funds and execute a grant agreement if an award is made by SANDAG

GRANT AGREEMENT EXECUTION

Grantee's authorized representative must execute a grant agreement within **45 days** from the date SANDAG presents the grant agreement to prospective grantee.

USE IT OR LOSE IT MILESTONE DEADLINES

SANDAG requires that all applicants agree to Board Policy No. 035 project milestone and completion deadlines. Projects must be completed according to the schedule in the grant agreement, but at the latest:

- Any construction contract must be awarded within two (2) years following the execution of the grant agreement and;
- Construction must be completed within eighteen (18) months following award of the construction contract

FOR INFORMATION ONLY – DO NOT FILL OUT

**TDA/TRANSNET ACTIVE TRANSPORTATION GRANT PROGRAM
FISCAL YEAR 2011 - 2012**

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

THIS GRANT AGREEMENT [AGREEMENT NUMBER] (“Agreement”) is made this [Day] day of [Month], 2012, by and between the San Diego Association of Governments (hereinafter referred to as “SANDAG”), 401 B Street, Suite 800, San Diego, California, and the [Grant Recipient and Address] (hereinafter referred to as “Grantee”). This agreement expires on [Month] [Day], [Year].

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 to fund the Bicycle, Pedestrian, and Neighborhood Safety Program (BPNSP), which funding began on July 1, 2008.
- C. The BPNSP is commonly referred to, herein, as the “Active Transportation” grant program (AT). Active Transportation encompasses bicycle and pedestrian travel and recognizes the comprehensive effort to integrate smart growth place making, access to transit and environmental justice.

The SANDAG Board of Directors also approved programming of approximately \$[insert new updated amount for the call for project which generated THIS grant award/agreement] million in Transportation Development Act, Article 3, Bicycle and Pedestrian Facilities and Programs (TDA Funds) on [insert new future date when BOD approved action described in this recital] by Resolution Number [insert Reso number].

- D. On [insert updated future date], SANDAG issued a Call for Projects from local jurisdictions in San Diego County wishing to apply for a portion of the AT Funding/TDA Funds for use on capital improvement and planning projects meeting certain criteria.
- E. Both AT Funding and TDA funds were eligible funding sources for the AT (AT Funding).
- F. Grantee successfully applied for AT Funding for the following project: [Insert Project Name/Description] (hereinafter referred to as the “Project”). The scope of work, schedule, and budget for the Project is attached as Attachment A.

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

Contracts Staff: Before finalizing this agreement for internal SharePoint routing please obtain from SANDAG Finance and Planning staff both the TDA / Extension Ordinance funding amounts and the TDA Claim Number and/or *TransNet* MPO ID required to complete Recital H, below. Thank you.

- H. Grantee's Project is funded with [insert dollar values for either or both TDA and Extension Ordinance funding, e.g. \$182,000 in TDA funds and \$268,000) in Extension Ordinance funds]. TDA Claim Number _____ *TransNet* MPO ID _____.
- I. Although SANDAG will be providing financial assistance to Grantee to support the Project, SANDAG will not be responsible for Project implementation or hold any substantial control of the Project.

NOW, THEREFORE, it is agreed as follows:

Section 1. Definitions

- A. **Application.** The signed and dated grant application, including any amendment thereto, with all explanatory, supporting, and supplementary documents filed with SANDAG by or on behalf of the Grantee and accepted or approved by SANDAG. All of Grantee's application materials, not in conflict with this Agreement, are hereby incorporated into this Agreement as though fully set forth herein.
- B. **Agreement.** This Grant Agreement, together with all Attachments hereto, which are hereby incorporated into this Agreement and contain additional terms and conditions that are binding upon the parties.
- C. **Approval, Authorization, Concurrence, Waiver.** A written statement (transmitted in typewritten hard copy or electronically) of a SANDAG official authorized to permit the Grantee to take or omit an action required by this Agreement, which action may not be taken or omitted without such written permission. Except to the extent that SANDAG determines otherwise in writing, such approval, authorization, concurrence, or waiver permitting the performance or omission of a specific action does not constitute permission to perform or omit other similar actions. An oral permission or interpretation has no legal force or effect. (See also Notice to Proceed, below at paragraph I 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 is attached hereto as a section of Attachment A.
- E. **BPNSP Funds and Funding.** Funding from the *TransNet* Extension Ordinance for the Bicycle, Pedestrian, and Neighborhood Safety Program and Transportation Development Act (TDA) Article 3 Funds.

- F. **Grantee.** The local jurisdiction that is the recipient of BPNP Funding 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.

Note to SANDAG Contracts Staff: Please complete Section G. “Maximum Percentage of SANDAG Participation” only if grantee committed matching funds in its grant application. If grantee did not commit matching funds in its application, please delete Section G, and adjust the Section letters, below, accordingly. If grantee did commit matching funds, please delete Paragraph G, and complete Paragraph H, below. After selecting either Paragraph G or H, below, please adjust the remaining Paragraph letters accordingly. Thank you.

- G. **Maximum Percentage of SANDAG Participation.** Grantee submitted an application and was evaluated based on its representation that it would provide matching funds for the Project. Grantee agrees to provide ___% of the Approved Project Budget as matching funds from resources other than the *TransNet* or TDA funds. Therefore, the maximum percentage that SANDAG will pay Grantee for amounts invoiced under this Agreement is ___%, or \$___, whichever is the lesser of these two amounts.
- H. **Maximum SANDAG Contribution.** Grantee submitted an application and was evaluated based on its representation that it would abide by a budget for the Project, which has been finalized and attached to this Agreement as the Approved Project Budget (included in Attachment A). Based on the Approved Project Budget, the maximum amount of BPNP funding SANDAG will pay to Grantee for amounts invoiced under this Agreement is \$___, or ___% of the Approved Project Budget, whichever is the lesser of these two amounts.
- I. **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.
- J. **Subgrantee.** Any contractor or consultant, at any tier, paid directly or indirectly with funds flowing from this Agreement for the Project.
- K. **Term.** The Term of this Agreement begins on the date SANDAG issues the Notice to Proceed and ends on the last date indicated in the Project Schedule, (Attachment A), unless amended consistent with the terms of this Agreement and SANDAG’s Board Policy No. 035, as amended.
- L. **Transportation Development Act Funds (TDA Funds).** Article 3 Bicycle and Pedestrian Facilities Programs Funds.

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. The Grantee agrees to undertake Project only after receiving a written Notice to Proceed from SANDAG.
3. **Grantee's Capacity.** The Grantee agrees to maintain or acquire sufficient legal, financial, technical, and managerial capacity to: (a) plan, manage, and complete the Project and provide for the use of any Project property; (b) carry out the safety and security aspects of the Project, and (c) comply with the terms of the Agreement and all applicable laws, regulations, and policies pertaining to the Project and the Grantee, including but not limited to the Extension Ordinance.
4. **Project Schedule.** The Grantee agrees to complete the Project according to the Project Schedule attached hereto as a section of Attachment A and in compliance with SANDAG Board Policy No. 035 ("Competitive Grant Program Procedures"), as amended, 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 and SANDAG Board Policy No. 035 as amended. 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 bids; publicly advertise for competing bids for the work; award the work to the lowest responsive and responsible bidder; document a RON establishing that the amount paid by Grantee for the construction services is fair and reasonable; and pass through the relevant obligations in this Agreement to the contractor.
6. **Changes to Project's Scope of Work.** This Agreement was awarded to Grantee based on the application submitted by Grantee, which contained representations by Grantee regarding project parameters, project proximity to transit, and other criteria relevant to evaluating and ranking the Project based on SANDAG AT scoring criteria. Any substantive deviation from Grantee's representations in the Project Justification during project implementation may require reevaluation or result in loss of funding. If Grantee knows or should know that substantive changes in the Project Justification

have occurred or will occur, Grantee will immediately notify SANDAG in writing. SANDAG will then determine whether the Project is still consistent with the overall objectives of the AT Program and that the changes would not have negatively affected the Project ranking during the competitive grant evaluation process. SANDAG reserves the right to have BPNSP Funding withheld from, or refunded to SANDAG from Grantee due to Grantee's failure to satisfactorily complete the Project or due to substantive changes to the Project Justification. See Section 9, paragraph F of this Agreement regarding amendments to the Scope of Work.

- B. **Application of Laws** Should a federal or state law pre-empt a local law, regulation, or the *TransNet* Ordinance, the Grantee must comply with the federal or state law and implementing regulations. No provision of this Agreement requires the Grantee to observe or enforce compliance with any provision, perform any other act, or do any other task in contravention of federal, state, territorial, or local law, regulation, or ordinance. If compliance with any provision of this Agreement violates or would require the Grantee to violate any law, the Grantee agrees to notify SANDAG immediately in writing. Should this occur, SANDAG and the Grantee agree that they will make appropriate arrangements to proceed with or, if necessary, terminate the Project or portions thereof expeditiously.
- C. **Notice Regarding Prevailing Wages** SANDAG's AT Grants are funded with *TransNet* revenues consistent with the *TransNet* Extension Ordinance adopted by the voters in November 2004 (SANDAG Ordinance 04-01). Although SANDAG Ordinance 04-01 does not require payment of prevailing wages, a recent appellate court case (*Asuza Land Partners v. Department of Industrial Relations* 191 Cal. App. 4th 1 [2010]), may require that *TransNet*-funded public works projects pay prevailing wages for workers. Before entering into a grant agreement with SANDAG, grantees are strongly encouraged to seek legal counsel regarding whether the *Asuza* case will subject the grant project to prevailing wage laws consistent with Labor Code Section 1720 *et seq.* This Grant Agreement requires Grantee's compliance with all federal, state, and local laws and ordinances as applicable.
- D. **Significant Participation by a Subgrantee.** Although the Grantee may delegate any or almost all Project responsibilities to one or more subgrantees, the Grantee agrees that it, rather than any subgrantee, is ultimately responsible for compliance with all applicable laws, regulations, and this Agreement.
- E. **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.

3. **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.
 4. **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.
- F. **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.
- G. **Changes in Project Performance.** The Grantee agrees to notify SANDAG immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event that may adversely affect the Grantee's ability to perform the Project in accordance with the terms of the Agreement and as required by SANDAG Board Policy No. 035 (Competitive Grant Program Procedures). The Grantee also agrees to notify SANDAG immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect SANDAG's interests in the Project; and agrees to inform SANDAG, also in writing, before naming SANDAG as a party to litigation for any reason, in any forum. At a minimum, the Grantee agrees to send each notice to SANDAG required by this subsection to SANDAG's Office of General Counsel. Grantee further agrees to comply with the procedures set forth in SANDAG Board Policy No. 035 attached hereto as Attachment B if it anticipates a delay in performance.
- H. **Standard of Care.** The Grantee expressly warrants that the work to be performed pursuant to this Agreement shall be performed in accordance with the applicable standard of care. Where approval by SANDAG, its Executive Director, or other representative of SANDAG is indicated in the Scope of Work, it is understood to be conceptual approval only and does not relieve the Grantee of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Grantee or its subgrantees.
- I. **Anti-Discrimination Laws.** SANDAG implements its programs without regard to income level, disability, race, color, and national origin in compliance with the Americans with Disabilities Act and Title VI of the Civil Rights Act. Grantee shall prohibit discrimination on these grounds, and utilize a process for addressing complaints of discrimination. Furthermore, Grantee shall make the procedures for filing a complaint available to members of the public upon request and will notify SANDAG immediately if a complaint is lodged that relates to the project or program funded by this grant.

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 BPNSP Funding. The Grantee agrees that its code of conduct or standards of conduct shall specify that its officers, employees, 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. 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 shall also prohibit its officers, employees, board members, or agents from using their respective positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain. As permitted by state or local law or regulations, the Grantee agrees that its code of conduct or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers, employees, 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 BPNSP Funding if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in 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 12 months), present, or potential business or employment relationship with a person or business entity seeking a contract with SANDAG. It is unlawful for any contract to be made by SANDAG if any individual board member or staff has a prohibited financial interest in the contract. Staff are also prohibited from soliciting or

accepting gratuities from any organization seeking funding from SANDAG. SANDAG's officers, employees, agents, and board members shall not solicit or accept gifts, gratuities, favors, or anything of monetary value from consultants, potential consultants, or parties to subagreements. By signing this Agreement, Grantee affirms that it has no knowledge of an ethical violation by SANDAG staff or Grantee. If Grantee has any reason to believe a conflict of interest exists with regard to the Agreement or the Project, it should notify the SANDAG Office of General Counsel immediately.

- C. **Bonus or Commission.** The Grantee affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its BPNSP Funding application for the Project.

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

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 BPNSP Funding awarded for the Project may be made by SANDAG's Project Manager consistent with applicable laws, regulations, and policies. Prior written SANDAG Project Manager approval is required for transfers of funds between Approved Project Budget line items.

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 \$____. SANDAG's responsibility to make, or, for TDA-funded projects, to authorize the County of San Diego to make payments under this Agreement is limited to the amounts listed in the Approved Project Budget for the Project. Within 30 days of notification to the Grantee that specific amounts are owed to, or withheld by, SANDAG, whether for excess payments of BPNSP Funding, Grantee's failure to comply with the Agreement, SANDAG Board Policy No. 035 (Attachment B) and any policy amendments thereto, 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.** Grantee is required to submit invoices no more often and no less frequently than quarterly. Invoices must be accompanied by a quarterly report (Attachment D). SANDAG will make payments, or, for TDA-funded projects, authorize the County of San Diego to make payment, for eligible amounts to Grantee within 30 days following receipt of Grantee's invoice(s) if Grantee has complied with the requirements of the Agreement, including quarterly reporting requirements, has satisfied SANDAG that the BPNSP Funding

requested is needed for Project purposes in that requisition period, and is making adequate progress toward Project completion consistent with SANDAG Board Policy No. 035 and any policy amendments thereto. 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. For TDA-funded Projects, Grantee is advised that the County of San Diego makes payments on the 20th day of each month, or the following business day.

C. **Eligible Costs.** The Grantee agrees that Project costs eligible for BPNSP Funding must comply with all the following requirements. Except to the extent that SANDAG determines otherwise, in writing, to be eligible for reimbursement, Project costs, must be:

1. Consistent with the Project Scope of Work, the Approved Project Budget, and other provisions of the Agreement,
2. Necessary in order to accomplish the Project,
3. Reasonable for the goods or services purchased,
4. Actual net costs to the Grantee (i.e., the price paid minus any refunds, rebates, or other items of value received by the Grantee that have the effect of reducing the cost actually incurred, excluding program income),
5. Incurred for work performed, only on a reimbursement, not advance basis, after both the Effective Date of the Agreement and following Grantee's receipt of a Notice to Proceed from SANDAG,
6. Satisfactorily documented with supporting documentation which is to be submitted with each invoice,
7. Treated consistently in accordance with generally accepted accounting principles and procedures for the Grantee and any third-party contractors and subgrantees, (see Section 6 Accounting Records), and
8. Eligible for BPNSP Funding as part of the AT Program Claim Eligible Costs.
9. Expended allowable direct and indirect costs. Indirect costs will be reimbursed only if the Grantee has an approved indirect cost allocation plan and prior written approval has been obtained by SANDAG. The Grantee shall annually submit to SANDAG, prior to reimbursement of indirect costs, an approved indirect cost allocation plan in accordance with Office of Management and Budget (OMB), Circular A-87 Cost Principles for State, Local, And Indian Tribal Governments, which can be viewed at <http://www.whitehouse.gov/omb/circulars>. Indirect Costs are only allowable with either: (1) an approved indirect cost rate from a Federal Cognizant agency (or its designee) or an independent certified accounting firm; or (2) the applicant's proposed method for allocating indirect costs must be submitted in accordance with applicable OMB guidelines and approved by SANDAG. If the Grantee does not have an acceptable approved indirect cost allocation plan, then indirect costs are not eligible for reimbursement.

10. Project generated revenue realized by the Grantee shall be utilized in support of the Project. Project generated revenue and expenditures, if any, shall be reported at the end of the Agreement period.
11. In the event the Grantee receives payment from SANDAG, for which reimbursement is later deemed ineligible and disallowed by SANDAG, the Grantee shall promptly refund the disallowed amount to SANDAG on request, or SANDAG may offset the amount disallowed from any payment due to or to become due to the Grantee under this Agreement.

D. TDA Project Eligibility

The law specifies that TDA money should be allocated according to the regulations adopted by SANDAG as the regional transportation planning agency. It also identifies certain categories of eligible projects. These specific project types represent neither an exhaustive list, nor are they listed as priorities (Public Utilities Code Sections 99233.3 and 99234). They are summarized below for reference.

1. Construction, including related engineering expenses, of bicycle and pedestrian facilities.
2. Maintenance of bicycle trails provided they are closed to motorized traffic.
3. Projects serving the needs of commuting bicyclists, including but not limited to, new paths serving major transportation corridors, secure bicycle parking at employment centers, park-and-ride lots, and transit centers where other funds are not available.
4. A comprehensive bicycle and pedestrian facilities plan (no more than once every five years), with an emphasis on bicycle projects intended to primarily accommodate non-recreational bicycle trips.
5. Up to 20 percent of the cost to restripe Class II bicycle lanes.
6. Up to 5 percent of the amount available to a city or the county may be expended in conjunction with other funds to support bicycle safety education programs, so long as the funds are not used to fully fund the salary of any one person.

E. *TransNet* Project Eligibility

TransNet BPNSP Funds may be expended for all purposes necessary and convenient to the design, right-of-way acquisition, and construction of facilities intended for use by bicyclists, pedestrian, and neighborhood safety programs. These funds also may be used for programs that help to encourage the use of bicycles/pedestrians, such as secure parking facilities, bicycle/pedestrian promotion programs, and safety programs.

F. Excluded Costs

1. In determining the amount of BPNSP Funding SANDAG will provide for the Project, SANDAG will exclude:

- a. Any Project cost incurred by the Grantee before either the date SANDAG issues a Notice to Proceed to Grantee or the Effective Date of the Agreement or any Amendment thereto;
 - b. Any cost that is not included in the latest Approved Project Budget;
 - c. Any cost for Project property or services received in connection with a subagreement, lease, third-party contract, or other arrangement that is required to be, but has not been, concurred in or approved in writing by SANDAG;
 - d. Any cost ineligible for SANDAG participation as provided by applicable laws, regulations, or policies.
2. Certain costs at times associated with bicycle and pedestrian projects are not eligible when the benefit provided is not the exclusive use of bicyclists or pedestrians. These instances are listed below.
 3. Curb and gutter are part of the roadway drainage system. As such, newly installed curb and gutter cannot be considered an improvement exclusively for the benefit of the sidewalk or bike lane and are not an eligible expense.
 4. Driveway ramps installed across sidewalks are not for the benefit of pedestrians, and in fact, degrade the pedestrian environment. Claimants may not include the cost of driveway ramps in applications for sidewalk projects. However, the distance across the driveway may be included when computing the per-square-foot cost of the sidewalk.
 5. Where roadway design standards require a roadway shoulder width at least as wide as would be required for a standard bike lane, the cost of the shoulder construction will not be eligible. Appropriate bikeway signage is eligible.
 6. Under some circumstances, it may be necessary to remove and replace curb and gutter, driveway ramps, drainage facilities and other existing improvements in order to construct a bikeway or sidewalk. In such cases the cost of this work is most likely eligible, but claimants should carefully document why this is so in the claim submittal.
 7. The Grantee understands and agrees that payment to the Grantee for any Project cost does not constitute SANDAG's final decision about whether that cost is allowable and eligible for payment under the Project and does not constitute a waiver of any violation by the Grantee of the terms of the Agreement for the Project, and/or Board Policy No. 035. The Grantee acknowledges that SANDAG will not make a final determination about the allowability and eligibility of any cost until the final payment has been made on the Project or the results of an audit of the Project requested by SANDAG or its Independent Taxpayers' Oversight Committee (ITOC) has been completed, whichever occurs latest. If SANDAG determines that the Grantee is not entitled to receive any portion of the BPNP Funding requested or paid, SANDAG will notify the Grantee in writing, stating its reasons. The Grantee agrees that Project closeout will not alter the Grantee's responsibility to return any funds due SANDAG as a result of later refunds, corrections, performance deficiencies, or other similar actions;

nor will Project closeout alter SANDAG's right to disallow costs and recover funds provided for the Project on the basis of a later audit or other review.

- G. **Maximum 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.

Note to SANDAG Contracts Staff: If grantee did not commit matching funds In the grant application, please delete Section H. "Matching Funds" from the agreement, and re-letter following sections accordingly. Thank you.

- H. **Matching Funds** Grantee has proposed matching funds for the project and therefore agrees as follows:

1. **Duty to Obtain Matching Funds** The Grantee agrees to provide sufficient funds or approved in-kind resources, together with the *TransNet* 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 percentage(s) of matching funds and/or in-kind contributions Grantee shall provide are set forth in the Approved Project Budget. The Grantee agrees to complete all proceedings necessary to provide its share of the Project costs at or before the time the matching funds are needed for the Project. Each of Grantee's invoices must include its pro-rata matching fund contribution as reflected in the Approved Project Budget, along with supporting, descriptive and/or explanatory documentation for the matching funds provided.
2. **Prompt Payment of Matching** The Grantee agrees to provide the minimum proportionate amount of the matching funds upon submittal of reimbursement for each invoice and cumulatively over the life of the project as it incurs Projects costs. If the minimum match is not provided with each invoice submittal or cumulatively over the life of the project, the identical amount to make up the difference may be withheld as retention for each invoice until the minimum match cumulatively over the life of the project is satisfactorily provided. The retention withholding would be released upon the minimum match provided, in accordance with the invoice payment terms as stated in this Agreement.
3. **Reduction of Matching Funds** The Grantee agrees that no reduction of the amount of matching funds may be made unless, at the same time, a reduction of the proportional amount of *TransNet* Ordinance Assistance or TDA provided is made to SANDAG in order to maintain Maximum Percentage(s) of SANDAG participants. No refunds of matching funds will be made.

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 documentation of all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents related in whole or in part to the Project so that they may be clearly identified, readily accessible, and available to SANDAG upon request and, to the extent feasible, kept separate from documents not related to the Project.

- B. **Documentation of Project Costs and Program Income.** Except to the extent that SANDAG determines otherwise, in writing, the Grantee agrees to maintain all documentation of 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 years thereafter from the date of transmission of the final expenditure report, the Grantee agrees to maintain, intact and readily accessible, all data, documents, reports, records, contracts, and supporting materials relating to the Project as SANDAG may require.
- D. **Access to Records of Grantees and Subgrantees.** The Grantee agrees to permit, and require its subgrantees to permit, SANDAG or its authorized representatives, upon request, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Grantee and its subgrantees pertaining to the Project.
- E. **Project Closeout.** The Grantee agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.
- F. **Quarterly Reports.** Grantee shall submit written quarterly reports to SANDAG detailing the progress of its work, expenditures incurred, and information regarding whether the Project is projected to be completed within the limits of the Approved Project Budget, Project Schedule, and consistent with Board Policy No. 035 and any policy amendments thereto. Grantee shall document the progress and results of work performed under this Agreement to the satisfaction of SANDAG. This includes progress and final reports, plans, specifications, estimates, and other evidence of attainment of the Agreement objectives, which are requested by SANDAG or 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.
- G. **Data Collection and Communities Served Report.** If requested, Grantee shall provide SANDAG with data regarding how the Project's benefits and burdens were equitably distributed among socio and economic populations in the area affected by the Project, and associated active transportation data.

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. All payments made to the Grantee shall be subject to review for compliance by SANDAG with the requirements of this Agreement and shall be subject to an audit upon completion of the Project.
- B. **Project Audit.** The Grantee agrees to have performed financial and compliance audits SANDAG may require consistent with Public Utilities Code Section 99245, for TDA funds; and consistent with the *TransNet* Extension Ordinance for *TransNet* funds. This Project's TDA Claim Number and/or its MPO ID Number is located in both Recital H, above, and on Attachment A. The Grantee agrees that Project closeout will not alter the Grantee's audit responsibilities.
- C. **Project Closeout.** Project closeout occurs when SANDAG notifies the Grantee that SANDAG has closed the Project, and, if applicable, either forwards the final BPNSP Funding payment and liquidates any remaining funds. 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.
- D. **Project Use.** Grantee was awarded this Agreement based on representations in its grant application regarding the Project's intended use. If the Project is a capital project, Grantee hereby commits to continued use of the Project for the purposes stated in its application for a period of at least five years after completion of construction. SANDAG may require Grantee to refund BPNSP funding provided for the Project in the event Grantee fails to utilize the Project for its intended purposes as stated in the grant application or for any disallowed costs.

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), and consistent with SANDAG Board Policy No. 035 and any policy amendments thereto. If timely progress is not achieved, SANDAG may, in its sole discretion, review the status of the Project to determine if the remaining funding should be reallocated to another eligible project, as per SANDAG Board Policy No. 035. Grantee understands and agrees that any failure to make reasonable progress on the Project or violation of this Agreement and/or Board Policy NO. 035, that endangers substantial performance of the Project shall provide sufficient grounds for SANDAG, in its sole discretion, to terminate this Agreement.
- B. In the event Grantee encounters difficulty in meeting the Project Schedule or anticipates difficulty in complying with the Project Schedule, the Grantee shall immediately notify the SANDAG Project Manager in writing, and shall provide pertinent details, including the reason(s) for the delay in performance and the date by which Grantee expects to complete performance or delivery. This notification shall be informational in character only and receipt of it shall not be construed as a waiver by SANDAG of a project delivery schedule or date, or

any rights or remedies provided by this Agreement, including SANDAG Board Policy No. 035 requirements.

- C. Upon written notice, the Grantee agrees that SANDAG may suspend or terminate all or any part of the BPNSP Funding to be provided for the Project if the Grantee has violated the terms of the Agreement, or SANDAG Board Policy No. 035, or if SANDAG determines that the purposes of the laws or policies authorizing the Project would not be adequately served by the continuation of BPNSP Funding for the Project.
- D. In general, termination of BPNSP Funding for the Project will not invalidate obligations properly incurred by the Grantee before the termination date to the extent those obligations cannot be canceled. If, however, SANDAG determines that the Grantee has willfully misused BPNSP Funding by failing to make adequate progress, or failing to comply with the terms of the Agreement, SANDAG reserves the right to require the Grantee to refund to SANDAG the entire amount of BPNSP Funding provided for the Project or any lesser amount as SANDAG may determine.
- E. Expiration of any Project time period established in the Project Schedule will not, by itself, automatically constitute an expiration or termination of the Agreement for the Project, however, Grantee must request and SANDAG 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 SANDAG Board Policy No. 035.
- F. **Amendment of Scope.** The grant was awarded based on the application submitted by Grantee with the intention that the awarded funds would be used to implement the Project as described in the Scope of Work (Included in Attachment A). Any substantive deviation from the Scope of Work must be approved by SANDAG if BPNSP 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 in writing. SANDAG will then determine whether the Project is still consistent with the overall objectives of the AT Program, SANDAG Board Policy 035 and that the changes would not have negatively affected the Project ranking during the competitive grant evaluation process. SANDAG reserves the right to have BPNSP Funding 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 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 10 days from the postmark date of SANDAG's reply. The Executive Director will respond to the request for reconsideration within 10 working days. The decision of the Executive Director will be in writing.

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

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

Section 11. Assignment

The Grantee agrees that Grantee shall not assign, sublet, or transfer (whether by assignment or novation) this Agreement or any rights under or interest in this Agreement

Section 12. Project Manager

The Grantee has assigned [INSERT PROJECT MANAGER NAME] as the Project Manager for the Project. Project Manager continuity and experience is deemed essential in Grantee's ability to carry out the Project in accordance with the terms of this Agreement. Grantee shall not change the Project Manager without notice to SANDAG.

Section 13. Insurance

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

- A. **General Liability.** Combined single limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate for personal and bodily injury, including death, and broad form property damage. The policy must include an acceptable "Waiver of Transfer Rights of Recovery Against Others Endorsement." The policy must name SANDAG as an additional insured in the endorsement. A deductible or retention may be utilized, subject to approval by SANDAG.
- B. **Automobile Liability.** For personal and bodily injury, including death, and property damage in an amount not less than \$1,000,000.

- C. Workers' Compensation and Employer's Liability. Policy must comply with the laws of the State of California. The policy must include an acceptable "Waiver of Right to Recover From Others Endorsement" naming SANDAG as an additional insured.
- D. Other Requirements. Grantee shall furnish satisfactory proof by one or more certificates (original copies) that it has the foregoing insurance. The insurance shall be provided by an acceptable insurance provider, as determined by SANDAG, which satisfies the following minimum requirements:
 - 1. An insurance carrier qualified to do business in California and maintaining an agent for service of process within the state. Such insurance carrier shall maintain a current A.M. Best rating classification of "A-" or better, and a financial size of "\$10 million to \$24 million (Class V) or better," or
 - 1. 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.
 - 2. 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. **Generally.** With regard to any claim, protest, or litigation arising from or related to the Grantee's performance in connection with or incidental to the Project or this Agreement, Grantee agrees to defend, indemnify, protect, and hold SANDAG and its agents, officers, Board members, and employees harmless from and against any and all claims, including, but not limited to prevailing wages claims against the Project, 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.
- B. **Intellectual Property.** Upon request by SANDAG, the Grantee agrees to indemnify, save, and hold harmless SANDAG and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition

of any data furnished under the Project. The Grantee shall not be required to indemnify SANDAG for any such liability caused solely by the wrongful acts of SANDAG employees or agents.

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

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 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: Christine Eary

Grantee:
City of National City
1243 National City Boulevard
National City, CA 91950
Attn: Stephen Manganiello

and shall be effective upon receipt thereof.

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

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 NATIONAL CITY

GARY L. GALLEGOS
Executive Director

[Full Name]
[Title]

APPROVED AS TO FORM:

APPROVED AS TO FORM

Associate General Counsel

[Full Name]
[Title]

ATTACHMENT A

SCOPE OF WORK, SCHEDULE, AND APPROVED PROJECT BUDGET

Project Location

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

Project Description

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

(INSERT SCOPE, SCHEDULE AND APPROVED PROJECT BUDGET)

TDA CLAIM NO. _____ *TransNet* MPO ID NO. _____

ATTACHMENT B



BOARD POLICY NO. 035

COMPETITIVE GRANT PROGRAM PROCEDURES

Applicability and Purpose of Policy

This Policy applies to the following grant programs administered through SANDAG, whether from *TransNet* or another source: Smart Growth Incentive Program, Environmental Mitigation Program, Bike and Pedestrian Program, Senior Mini Grant Program, Job Access Reverse Commute, New Freedom, and Section 5310 Elderly & Persons with Disabilities Transportation Program.

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

Procedures

1. Project Milestone and Completion Deadlines

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

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

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

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

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

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

2. Project Milestone and Completion Deadline Extensions

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

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

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

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

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

3. Project Delays and Extensions in Excess of Six Months

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

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

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

4. Resolution and Execution of the Grant Agreement

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

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

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

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

5. Increased Availability of Funding Under this Policy

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

Adopted: January 2010

ATTACHMENT C

PROJECT IMPLEMENTATION AND OVERSIGHT REQUIREMENTS

Capital Grants

1. **Contact Information:** Grantee must provide SANDAG with contact information for the project manager. Grantee must provide SANDAG with updated contact information in a timely manner if there are any changes to staff assigned.
2. **Design Development Meetings:** Grantee must provide SANDAG with advance notice (preferably within two 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 and cost estimates (if available) to SANDAG for review and comment at 30 percent, 60 percent, 90 percent, and 100 percent. SANDAG staff may meet with the grantee to comment on submitted plans and assure substantial conformance. SANDAG may comment on submitted plans regarding:
 - whether they are consistent with the project proposed in the original grant application, and
 - consistency with accepted pedestrian/bicycle facility 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 AT 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 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 draft 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.
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.

ATTACHMENT D
QUARTERLY REPORT AND INVOICE FORMS

**ACTIVE TRANSPORTATION GRANT PROGRAM
QUARTERLY PROGRESS REPORT**

Reporting Period	Due Date
Jan. 1 – March 31	April 15th
April 1 – June 30	July 15th
July 1 – Sept. 30	Oct. 15th
Oct. 1 – Dec. 31	Jan. 15th

Project Title
Project Manager Name
Agency
Address
Telephone

Contract #:
Invoice Date:

Invoice #: _____ Invoice Period: (from) (to) _____

Task 1 (Fill in each task from Scope of Work)

- 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)	Anticipated Completion Date (if not as scheduled)*
Task 1						
Task 2						
Task 3						

Action/s requested of SANDAG (check appropriate box/es):

No action requested

Amendment to*:

Scope of Work

Describe:

Justification:

Project Budget

Describe:

Justification:

Project Schedule

Describe:

Justification:

** For any amendment requested, please describe the amendment and provide justification for why the amendment is needed.*

For Project Schedule amendment requests, explain:

- previous efforts to maintain timely progress,*
- reasons for the delays and why they were unavoidable, and*
- demonstrate how the project will meet the proposed revised deadlines if the schedule amendment is approved.*

It is the Grantee's responsibility to ensure compliance with Board Policy No. 035 (Use it or Lose it) milestones and grant agreement terms and conditions. Amendment requests are subject to SANDAG approval.

*Note that any changes from scheduled start and completion dates are subject to approval by SANDAG. Please refer to Board Policy No. 35 in your grant agreement regarding milestones that fall behind schedule, and the actions required for schedule adjustments.

TDA/TransNet ACTIVE TRANSPORTATION GRANT PROGRAM INVOICE

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

Project Name:
 Contract Number:

From: **Name**
 Jurisdiction
 Address

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

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

% of total grant award spent:	#DIV/0!
-------------------------------	---------

TASK	Previous Balance			Current MM/DD/YYYY to MM/DD/YYYY			Total Expenses	SANDAG Total	Match Spent	Balance
	Reimbursed	Match	Total	Staff Costs	Consultant or Contractor Costs	Other Costs	This Invoice	This Invoice	This Invoice	Remaining
1 Prelim Engineering & Design	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	#DIV/0!	#DIV/0!
2 30% Review	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	#DIV/0!	#DIV/0!	#DIV/0!
3 60% Review	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	#DIV/0!	#DIV/0!	#DIV/0!
4 90% Review	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	#DIV/0!	#DIV/0!	#DIV/0!
5 100% Review			\$0.00				\$0.00	#DIV/0!	#DIV/0!	#DIV/0!
6 Advertise for Construction			\$0.00				\$0.00	#DIV/0!	#DIV/0!	#DIV/0!
7 Award Contract			\$0.00				\$0.00	#DIV/0!	#DIV/0!	#DIV/0!
8 Begin construction			\$0.00				\$0.00	#DIV/0!	#DIV/0!	#DIV/0!
9 Construction Task			\$0.00				\$0.00	#DIV/0!	#DIV/0!	#DIV/0!
10 Construction Task			\$0.00				\$0.00	#DIV/0!	#DIV/0!	#DIV/0!
11 Construction Task			\$0.00				\$0.00	#DIV/0!	#DIV/0!	#DIV/0!
12 Construction Task			\$0.00				\$0.00	#DIV/0!	#DIV/0!	#DIV/0!
13 Construction Task			\$0.00				\$0.00	#DIV/0!	#DIV/0!	#DIV/0!
14 Construction Task			\$0.00				\$0.00	#DIV/0!	#DIV/0!	#DIV/0!
15 Construction Task			\$0.00				\$0.00	#DIV/0!	#DIV/0!	#DIV/0!
16 Construction Task			\$0.00				\$0.00	#DIV/0!	#DIV/0!	#DIV/0!
17 Construction Task			\$0.00				\$0.00	#DIV/0!	#DIV/0!	#DIV/0!
18 Construction Task			\$0.00				\$0.00	#DIV/0!	#DIV/0!	#DIV/0!
19 Construction Task			\$0.00				\$0.00	#DIV/0!	#DIV/0!	#DIV/0!
20 Construction Task			\$0.00				\$0.00	#DIV/0!	#DIV/0!	#DIV/0!
21 Construction Task			\$0.00				\$0.00	#DIV/0!	#DIV/0!	#DIV/0!
22 Construction Task			\$0.00				\$0.00	#DIV/0!	#DIV/0!	#DIV/0!
23 Construction Task			\$0.00				\$0.00	#DIV/0!	#DIV/0!	#DIV/0!
24 Construction Complete			\$0.00				\$0.00	#DIV/0!	#DIV/0!	#DIV/0!
25 Project Completion/Closeout			\$0.00				\$0.00	#DIV/0!	#DIV/0!	#DIV/0!
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	#DIV/0!	#DIV/0!

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

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

Initial here if project is complete and this is the FINAL 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 amounts evidenced by attached supporting documents and expenditures.		
_____ Signature	_____ Printed Name and Title	_____ Date