Centers for Disease Control and Prevention
Communities Putting Prevention to Work Program

Healthy Communities Campaign and Safe Routes to School Implementation
Guidelines and Call for Projects
2011-2012

1. Healthy Community Planning Grant Program
2. Active Community Transportation Grant Program
3. Safe Routes to School Capacity Building and Planning Grant Program
4. Safe Routes to School Education, Encouragement, and Enforcement Grant Program

Release Date: Thursday, December 23, 2010
Application Due Date: 4:00 p.m., Tuesday, February 15, 2011
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1. **Call for Projects At-A-Glance**

**A. Application Timeline**

- **Call for Projects Released**: Thursday, December 23, 2010
- **Applicant Workshop**: 10:00 a.m. – 12:00 p.m., Thursday, January 13, 2011
- **Deadline for Submitting Questions**: 4:00 p.m., Friday, January 31, 2011
- **Pre-Submitter Application Review**: Monday, January 17, to Friday, February 11, 2011
  
  (By appointment)
- **Application Due Date**: 4:00 p.m., Tuesday, February 15, 2011
- **Resolution Due Date**: 4:00 p.m., Tuesday, February 15, 2011
- **Announcement of Final Awards**: Tuesday, March 15, 2011
- **Grantee Orientation Meeting**: Monday, March 28, 2011, time to be determined
  
  (Save the date)
- **Project Completion Date**: Wednesday, February 1, 2012

*Please note that due to the nature of this grant program, there is no flexibility with the project completion date.*

**B. Grant Programs**

- **Healthy Community Planning Grant Program** – provides approximately $50,000 to $75,000 in funding for projects that integrate public health in local planning efforts.
- **Active Community Transportation Grant Program** – provides approximately $30,000 to $50,000 in funding for projects that promote pedestrian- and bicycle-friendly neighborhoods.
- **Safe Routes to School Capacity Building and Planning Grant Program** – provides approximately $50,000 in funding for comprehensive Safe Routes to School planning.
- **Safe Routes to School Education, Encouragement, and Enforcement Grant Program** – provides approximately $10,000 in funding for programs that encourage and educate students, parents, school officials, and other community stakeholders on walking and bicycling to school safely.

**C. Questions**

For questions regarding the programs or the application process, please contact:

*Healthy Community Planning Grant Program*
Vikrant Sood, Public Health Planning Specialist
vso@sandag.org
(619) 699-6940

*Active Community Transportation Grant Program*
Chris Kluth, Active Transportation Program Manager
ckl@sandag.org
(619) 699-1952

*Safe Routes to School Capacity Building and Planning Grant Program*
Bridget Enderle, Associate Regional Planner
ben@sandag.org
(619) 595-5612
Safe Routes to School Education, Encouragement, and Enforcement Grant Program
Bridget Enderle, Associate Regional Planner
ben@sandag.org
(619) 595-5612

D. Application Submital Instructions
All applicants must complete the Grant Application. Application forms can be downloaded from the SANDAG website at www.sandag.org/cppw. Applicants must submit ten (10) hard copies and one (1) electronic copy on a CD of the complete application to SANDAG no later than 4:00 p.m. on Tuesday, February 15, 2011. Applicants can mail or hand-deliver the completed applications to:

Vikrant Sood
SANDAG
401 B Street, Suite 800
San Diego, CA 92101
Attn: Healthy Communities Campaign and Safe Routes to School Implementation

Late submittals or fax copies will not be accepted. Applications should be submitted on 8.5” x 11” pages, single sided, with 12 point font size.

E. Applicant Workshop
SANDAG has scheduled a workshop for prospective applicants to provide an overview of the grant program and application process, discuss potential projects, and answer questions. Attendance at the workshop is encouraged but not mandatory. The workshop will be held on:

Thursday, January 13, 2011, from 10:00 a.m. to 12:00 p.m. at SANDAG offices located at 401 B Street, Board Room, 7th Floor, San Diego, CA 92101. Please RSVP to Vikrant Sood at vso@sandag.org or 619-699-6940 by 4:00 p.m., Tuesday, January 11, 2011, if you wish to attend.

F. Pre-Submital Application Review
Upon request and subject to availability, SANDAG staff will be available by prior appointment to conduct pre-submital review of completed applications between Monday, January 17, and Friday, February 11, 2011. Please contact Vikrant Sood at vso@sandag.org or 619-699-6940 to set up the pre-submital application review appointment.

G. Forms and Templates
The documents listed below are available in Microsoft Word format on the SANDAG Web site: www.sandag.org/cppw.

- Grant Application Forms (Word format)
- Grant Agreement (Word format)
- Resolution Template (Word format)
2. Overview of the Grant Programs

A. Background

Communities Putting Prevention to Work (CPPW) is a program of the County of San Diego Health and Human Services Agency (HHSA) funded by the federal Centers for Disease Control and Prevention through the American Recovery and Reinvestment Act (ARRA). The overarching goal of the project is to expand the use of evidence-based strategies and programs to address obesity rates, physical inactivity and poor nutrition in the San Diego region.

HHSA has partnered with SANDAG to implement six (6) initiatives that relate to transportation and land use planning and policy in the San Diego region (see CPPW Factsheet for SANDAG Initiatives for more details: www.sandag.org/cppw). Two of the initiatives will provide four pass-through grant programs for local projects. The two initiatives include:

- Healthy Communities Campaign (HCC); and
- Safe Routes to School (SRTS) Implementation.

HCC includes the following two pass-through grant programs:

- **Healthy Community Planning Grant Program** will provide a total of $700,000 to incorporate public health into local planning efforts. SANDAG will award a minimum of six (6) grants with at least one in each County of San Diego Board of Supervisor Districts. Grant awards are expected to range from $50,000 to $75,000 each.
- **Active Community Transportation Grant Programs** will provide a total of $150,000 to promote pedestrian- and bicycle-friendly neighborhoods. SANDAG will award a minimum of three (3) grants. Grant awards are expected to range from $30,000 to $50,000 each.

SRTS Implementation includes the following two pass-through grant programs:

- **Safe Routes to School Capacity Building and Planning Grant Program** will provide five (5) grants of approximately $50,000 each for a total of $250,000 to support comprehensive Safe Routes to School planning.
- **Safe Routes to School Education, Encouragement, and Enforcement Grant Program** will provide five (5) grants of approximately $10,000 each for a total of $50,000 to fund programs that encourage and educate students, parents, school officials, and other community stakeholders on walking and bicycling to school safely.

B. Application Guidelines

Grant applicants should consider the following guidelines when preparing their applications:

- Projects that are already underway are eligible only if the application proposes to expand the scope of work by adding work elements or deliverables not included in the original scope of work and budget.
- Applicants may seek funding for multiple projects, but must submit a separate application for each project and grant program. The sum of funds requested by any grant applicant for all their applications may not exceed the total funds available for that grant program. Applicants may not submit proposals for the same project under multiple grant programs.
- The grant program will fund only project-related expenses incurred subsequent to the execution of a grant agreement between SANDAG and the grant recipient. Expenses incurred
prior to the execution of the contract and issuance of the Notice to Proceed will not be reimbursed.

- Grant funds may not be used to pay for the following:
  - Any Project cost incurred by the Grantee before the Effective Date of the Agreement or Amendment thereto,
  - Any cost that is not included in the latest Approved Project Budget,
  - Any cost for Project property or services received in connection with a sub-agreement, lease, third-party contract, or other arrangement that is required to be, but has not been, concurred in or approved in writing by SANDAG, and
  - Any cost ineligible for SANDAG participation as provided by applicable laws, regulations, or policies.
- Any project(s) selected for an award to the County of San Diego for work in the unincorporated communities will be funded directly by the County and not through SANDAG.

C. Consultant Services
Grantees may use grant funds to hire consultants to work on all or any part of the scope of work for the proposed project. Grantees may use a consultant with whom the grantee has an existing agreement in place. Grantees who wish to use consultants with whom they have an existing contract agreement in place are highly encouraged to engage these consultants early in the process, as appropriate, to ensure that the relevant tasks can be started and completed within the timeframe defined in the project schedule.

If a grantee does not have a consultant, they may use one from an on-call list of consultants that will be prepared by SANDAG through a separate process. The process for selecting this on-call list of consultants is expected to be completed by March 2011. SANDAG will work with the grantees to match the most qualified on-call consultant with the proposed projects after the grants are awarded. SANDAG will do its best to match grantees with their preferred on-call consultants, subject to availability and the capacity of each consultant to successfully complete the tasks/project.

To assist SANDAG in selecting and matching the most qualified consultants, please indicate in your grant application the specific consultant services needed to complete the proposed tasks/project. These services may include, but are not limited to:

- Planning and Urban Design
- Pedestrian and Bicycle Planning
- Public Outreach and Stakeholder Engagement
- Photo-Simulations and Visualization Graphics

Once an on-call consultant has been matched with the grantee, SANDAG will issue a task order for the consultant based on the scope of work, budget and schedule submitted by the grantee in the grant application. While consultants will be paid directly by SANDAG, from each grantee’s award, grantees will be responsible for overseeing and managing the consultants to ensure that the tasks and work products are completed on time and on budget. SANDAG will approve consultant invoices with input from the grantees.

Project costs associated with consultant services should be factored into the overall cost estimate.
D. Technical Assistance

HHSA and SANDAG will organize training workshops in the summer or fall 2011 to provide technical assistance to grantees on their projects. Participation in these workshops is voluntary but highly encouraged. The trainings will be delivered by national experts in the fields of health and planning, Active Transportation, and Safe Routes to School. SANDAG will contact the grantees with more information on the training workshops in spring 2011.

In addition, HHSA staff will be available for ongoing technical assistance and involvement in the planning process at the request of the grantees. Grant applicants are encouraged to contact HHSA staff before submitting their applications to define their role and estimate the level of effort needed on the proposed project.

For community health statistics see the following Web site:
http://www.sdcounty.ca.gov/hhsa/programs/phs/community_health_statistics/index.html#About_the_Community_Health_Statistics_Unit

HHSA staff may assist grantees in the following tasks:

• Extending Community Outreach and Engagement Activities
• Technical Support for Data Collection, Mapping, and Analysis
• Review of Planning Documents
• Presentations to the Community

Contact at HHSA: Shelley Saitowitz, (619) 692-8536, shelly.saitowitz@sdcounty.ca.gov.

E. Local Commitment

All applicants must submit a copy of the resolution or minute order passed by a city council, Board of Supervisors, or governing board that authorizes the submittal of an application, acceptance of the grant agreement, and completion of the project by February 1, 2012. Please see page 11 for the grant agreement and a sample resolution.

F. Timeline Compliance Requirements

After the final grant awards are announced on March 15, 2011, grantees shall comply with the following schedule:

Grant Agreement from SANDAG to Grantee Wednesday, March 30, 2011 (Day 1)
Signed Grant Agreement to SANDAG 4:00 p.m., Tuesday, April 5, 2011 (Day 7)
Insurance Certificate to SANDAG 4:00 p.m., Tuesday, April 5, 2011 (Day 7)
Executed Grant Agreement from SANDAG to Grantee Friday, April 15, 2011 (Day 17)
Project Start Date Monday, April 18, 2011 (Day 20)

If any grantee fails to strictly comply with the timeline listed above, SANDAG will cancel the grant award to that grantee. Forfeited grant funds may then become available to the next highest ranked applicant on the waiting list, in SANDAG’s sole discretion.
G. Sample Resolution

RESOLUTION NO. Insert Text

AUTHORIZING THE FILING OF AN APPLICATION FOR
NAME OF GRANT PROGRAM FUNDS THROUGH
THE SAN DIEGO ASSOCIATION OF GOVERNMENTS
FOR PROJECT NAME, ACCEPTING THE TERMS OF THE
GRANT AGREEMENT, AND STATING THE ASSURANCE
OF NAME OF ORGANIZATION TO COMPLETE THE PROJECT BY FEBRUARY 1, 2012

WHEREAS, the Communities Putting Prevention to Work (CPPW) is a project of the County of
San Diego Health and Human Services Agency (HHSA) funded by the federal Centers for Disease
Control and Prevention through the American Recovery and Reinvestment Act (ARRA); and

WHEREAS, the overarching goal of CPPW is to expand the use of evidence-based strategies and
programs to address obesity rates, physical inactivity, and poor nutrition in the San Diego region; and

WHEREAS, HHSA has partnered with the San Diego Association of Governments (SANDAG) to
implement a number of initiatives that relate to transportation and land use planning and policy in
the San Diego region; and

WHEREAS, as part of the CPPW project, SANDAG will administer four pass-through grant programs
to cities, the County of San Diego, Tribal Governments, school districts, and community
organizations in the San Diego region to promote the integration of public health in planning, safe
routes to school, and active transportation; and

WHEREAS, the Healthy Community Planning Grant Program will provide grant funds to incorporate
public health into local planning efforts; and

WHEREAS, the Active Community Transportation Grant Program will provide grant funds to
promote pedestrian- and bicycle-friendly neighborhoods; and

WHEREAS, the Safe Routes to School Capacity Building and Planning Grant Program will provide
grant funds for comprehensive Safe Routes to School planning; and
WHEREAS, the Safe Routes to School Education, Encouragement, and Enforcement Grant Program will grant funds for programs that encourage and educate students, parents, school officials, and other community stakeholders on walking and bicycling to school safely; and

WHEREAS, Name of Organization wishes to receive $Insert Amount in grant funds for Insert Name(s) of the Grant Programs from those listed above, e.g. Healthy Community Planning Grant, etc, for the following project: Project Name; and

WHEREAS, Name of Organization understands that the CPPW Grant 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.

NOW, THEREFORE, BE IT RESOLVED by Governing Board Name that Name of Organization is authorized to submit an application to SANDAG for Name of the 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 Organization staff to accept the grant funds, execute the attached grant agreement with SANDAG with no exceptions, and complete the Project by February 1, 2012.

PASSED AND ADOPTED by Name of Organization’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: Communities Putting Prevention to Work Name of Grant Program Grant Agreement with SANDAG
G. Grant Agreement

If the applicant is awarded a grant, the grantee will be required to execute and return the following grant agreement to SANDAG within seven (7) calendar days of receiving notice from SANDAG of a grant award. If an applicant’s governing board must authorize execution of this grant agreement, applicants may wish to consider putting a placeholder on their governing board’s calendar now to ensure that the agreement is executed and returned to SANDAG as required by this paragraph.
COMMUNITIES PUTTING PREVENTION TO WORK

GRANT AGREEMENT NUMBER NUMBER BETWEEN
THE SAN DIEGO ASSOCIATION OF GOVERNMENTS
AND
GRANTEE NAME
REGARDING PROJECT NAME

This Grant Agreement Number Number ("Agreement") is made this day day of Month, Year, by and between the San Diego Association of Governments (hereinafter referred to as “SANDAG”), 401 B Street, Suite 800, San Diego, California, 92101, and Grantee Name, Address, City, ST, ZIP, (hereinafter referred to as “Grantee”).

The following recitals are a substantive part of this Agreement:

A. Communities Putting Prevention to Work (CPPW) is a program of the County of San Diego Health and Human Services Agency (HHSA) funded by the federal Centers for Disease Control and Prevention through the American Recovery and Reinvestment Act (ARRA).

B. The goal of the CPPW program is to expand the use of evidence-based strategies and programs to address obesity rates, physical inactivity, and poor nutrition in the San Diego Region.

C. SANDAG is partnering with HHSA to implement initiatives relating to transportation and land use planning and policy in the San Diego Region, including the Healthy Communities Campaign and Safe Routes to School implementation, which will provide the following four pass-through grant programs for local planning and implementation projects: Healthy Community Planning Grant Program, Active Community Transportation Grant Program, Safe Routes to School Capacity Building and Planning Grant Program and the Safe Routes to School Education, Encouragement and Enforcement Grant Program.

D. In December 2010 SANDAG issued a call for projects for grant applicants in San Diego County wishing to apply for a portion of the CPPW funds for use on planning and implementation projects meeting certain criteria under the four pass-through grant programs.

E. Grantee successfully applied for CPPW funds for the following project: Enter Project Name (hereinafter referred to as the “Project”).

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

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

NOW, THEREFORE, it is agreed as follows:
Section 1. Definitions

A. **Application.** The signed and dated grant application, including any amendment thereto, with all explanatory, supporting, and supplementary documents filed with SANDAG by or on behalf of the Grantee and accepted or approved by SANDAG. All of Grantee’s application materials, not in conflict with this Agreement, are hereby incorporated into this Agreement as though fully set forth herein.

B. **Agreement.** This Grant Agreement, together with all attachments hereto, which are hereby incorporated into this Agreement and contain additional terms and conditions that are binding upon the parties.

C. **Approval, Authorization, Concurrence, Waiver.** A written statement (transmitted in written hard copy or electronically) of a SANDAG official authorized to permit the Grantee to take or omit an action required by Agreement, which action may not be taken or omitted without such permission. Except to the extent that SANDAG determines otherwise in writing, such approval, authorization, concurrence, or waiver permitting the performance or omission of a specific action does not constitute permission to perform or omit other similar actions. An oral permission or interpretation has no legal force or effect. PLEASE ADJUST THE PARAGRAPH REFERENCE RE: “NOTICE TO PROCEED” TO H OR I DEPENDING ON WHETHER THERE ARE ANY MATCHING FUNDS AT ISSUE. THANK YOU. (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, scope of work, and schedule is attached hereto as Attachment A.

E. **CPPW Assistance.** Funding for the CPPW’s four pass-through grant programs.

F. **Grantee.** The entity that is the recipient of CPPW Assistance under this Agreement. If the Grantee enters into agreements with other parties to assist with the implementation of the Project, each participant in, member of, or party to that agreement is deemed a “Sub-Grantee” and for purposes of compliance with applicable requirements of this Agreement for its Project will be treated as a Grantee.

G. **Maximum Percentage of SANDAG Participation.** Grantee submitted an application and was evaluated based on its representation that it would provide matching funds for the Project. Grantee agrees to provide Enter Percentage percent or $Enter Dollar Amount of the approved Project budget as matching funds from resources other than the CPPW Assistance. Therefore, the maximum percentage that SANDAG will pay Grantee for amounts invoiced under this Agreement is Enter Percentage percent or $Enter Dollar Amount, 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 is attached to this Agreement as the approved Project budget (Attachment A). Based on the approved Project budget, the maximum amount of CPPW Assistance SANDAG will pay to Grantee for amounts invoiced under this Agreement is $Enter Maximum Dollar Amount or Enter Maximum Percentage percent 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. **Sub-Grantee.** Any Grantee or consultant, at any tier, paid directly or indirectly with funds flowing from this Agreement for the Project.

**Section 2. Project Implementation**

A. **General.** The Grantee agrees to carry out the Project as follows:

1. **Project Description.** Grantee agrees to perform the work as described in the project description/scope of work attached as Attachment A.

2. **Effective Date.** The effective date of this Agreement or any amendment hereto is the date on which this Agreement or an amendment is fully executed. SANDAG authorizes Grantee to begin working on the Project, and Grantee agrees to undertake Project work, promptly after receiving a notice to proceed from SANDAG, notwithstanding the effective date of this Agreement.

3. **Grantee's Capacity.** The Grantee agrees to maintain or acquire sufficient legal, financial, technical, and managerial capacity to: (a) plan, manage, and complete the Project and provide for the use of any Project property; (b) carry out the safety and security aspects of the Project; and (c) comply with the terms of this Agreement and all applicable laws, regulations, and policies pertaining to the Project and the Grantee.

4. **Project Schedule.** The Grantee agrees to complete the Project according to the Project schedule attached hereto as Attachment A and in compliance with the Use It or Lose It policy attached hereto as Attachment B. SANDAG Board Policy No. 035 does not apply to the CPPW Program, including this Agreement.

5. **Project Implementation and Oversight.** Grantee agrees to comply with the Project implementation and oversight requirements attached hereto as Attachment C. Additionally, if Grantee hires a consultant other than on-call consultants provided by SANDAG to carry out professional services funded under this Agreement, Grantee shall: prepare an independent cost estimate (ICE) prior to soliciting proposals, publicly advertise for competing proposals for the work, use cost as an evaluation factor in selecting the consultant, document a record of negotiation (RON) establishing that the
amount paid by Grantee for the consultant services is fair and reasonable, and pass through the relevant obligations in this Agreement to the consultant.

6. **Work with On-Call Consultants Arranged by SANDAG.** Grantee has elected to work with _______ (fill in name of consultant(s)), arranged by SANDAG on an on-call basis to assist Grantee in completing the Project. SANDAG will pay on-call consultants directly from grant funds awarded to Grantee, upon approval of consultant’s invoice by the Grantee and SANDAG.

7. **Changes to Project Composition.** This Agreement was awarded to Grantee based on the application submitted by Grantee, which contained representations by Grantee regarding the proposed scope of work, and other criteria relevant to evaluating and ranking the Project based on SANDAG’s grant evaluation criteria (“project justification”). Any substantive deviation from Grantee’s representations in the project justification during project implementation may require reevaluation or result in loss of funding. If Grantee knows or should know that substantive changes in the project justification have occurred or will occur, Grantee will immediately notify SANDAG. SANDAG will then determine whether the Project is still consistent with the overall objectives of the CPPW Program and that the changes would not have negatively affected the Project ranking during the grant application process. SANDAG reserves the right to have CPPW Assistance withheld or refunded due to substantive changes to the project justification. See Section 9; paragraph F of this Agreement regarding amendments to the scope of work.

B. **Significant Participation by a Sub-Grantee.** Although the Grantee may delegate any or almost all Project responsibilities to one or more sub-grantees, the Grantee agrees that it, rather than any sub-grantee, is ultimately responsible for compliance with all applicable laws, regulations, and this Agreement, including the requirement that Grantee’s Project must be completed by February 1, 2012.

C. **Grantee’s Responsibility to Extend Agreement Requirements to Other Entities**

1. **Entities Affected.** If an entity other than the Grantee is expected to fulfill any responsibilities typically performed by the Grantee, the Grantee agrees to assure that the entity carries out the Grantee’s responsibilities as set forth in this Agreement, including the requirement that Grantee’s Project must be completed by February 1, 2012.

2. **Documents Affected.** The applicability provisions of laws, regulations, and policies determine the extent to which those provisions affect an entity (such as a sub-grantee) participating in the Project through the Grantee. Thus, the Grantee agrees to use a written document to ensure that each entity participating in the Project complies with applicable laws, regulations, and policies.

   a. **Required Clauses.** The Grantee agrees to use a written document (such as a subagreement, lease, third-party contract, or other), including all appropriate clauses stating the entity’s responsibilities under applicable laws, regulations, or policies, including, but not limited to, the pass-through provisions outlined in Attachment E to this Agreement.
b. **Flowdown.** The Grantee agrees to include in each document (sub-agreement, lease, third-party contract, or other) any necessary provisions requiring the Project participant (third-party Grantee, sub-grantee, or other) to impose applicable laws, Agreement requirements and directives on its sub-grantees, lessees, third-party Grantees, and other Project participants at the lowest tier necessary.

D. **No SANDAG Obligations to Third Parties.** In connection with the Project, the Grantee agrees that SANDAG shall not be subject to any obligations or liabilities to any sub-grantee, lessee, third-party Grantee, or other person or entity that is not a party to this Agreement for the Project, other than making payments(s), from the Grantee’s award, to on-call consultants arranged through SANDAG, if applicable, subject to SANDAG’s receipt and approval of on-call consultant invoices consistent with Section 5, below.

E. **Changes in Project Performance.** The Grantee agrees to notify SANDAG immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event that may adversely affect the Grantee’s ability to perform the Project in accordance with the terms of this Agreement. The Grantee also agrees to notify SANDAG immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect SANDAG’s interests in the Project and agrees to inform SANDAG, also in writing, before naming SANDAG as a party to litigation for any reason, in any forum. At a minimum, the Grantee agrees to send each notice to SANDAG required by this subsection to SANDAG’s Office of General Counsel. Grantee further agrees to comply with the Use It or Lose It policy attached hereto as Attachment B.

F. **Standard of Care.** The Grantee expressly warrants that the work to be performed pursuant to this Agreement shall be performed in accordance with the applicable standard of care. Where approval by SANDAG, the Executive Director, or other representative of SANDAG is indicated in the scope of work, it is understood to be conceptual approval only and does not relieve the Grantee of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Grantee or its sub-grantees.

**Section 3. Ethics**

A. **Grantee Code of Conduct/Standards of Conduct.** The Grantee agrees to maintain a written code of conduct or standards of conduct that shall govern the actions of its officers, employees, council or board members, or agents engaged in the award or administration of subagreements, leases, or third-party contracts supported with CPPW Assistance. The Grantee agrees that its code of conduct or standards of conduct shall specify that its officers, employees, council or board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential sub-grantee, lessee, or third-party Grantee at any tier or agent thereof. Such a conflict would arise when an employee, officer, council or board member, or agent, including any member of his or her immediate family, partner, or organization that employs or intends to employ, any of the parties listed herein has a financial interest in the entity selected for award. The Grantee may set de minimis rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. The Grantee agrees that its
code of conduct or standards of conduct also shall prohibit its officers, employees, council or board members, or agents from using their respective positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain. As permitted by state or local law or regulations, the Grantee agrees that its code of conduct or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers, employees, council or board members, or their agents or its third-party Grantees or sub-grantees or their agents.

3. **Personal Conflicts of Interest.** The Grantee agrees that its code of conduct or standards of conduct shall prohibit the Grantee’s employees, officers, council or board members, or agents from participating in the selection, award, or administration of any third-party contract or subagreement supported by CPPW Assistance if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs or intends to employ, any of the parties listed herein has a financial interest in the firm selected for award.

4. **Organizational Conflicts of Interest.** The Grantee agrees that its code of conduct or standards of conduct shall include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subagreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third-party Grantee or sub-grantee or impair its objectivity in performing the contract work.

B. **SANDAG Code of Conduct.** SANDAG has established policies concerning potential conflicts of interest. These policies apply to Grantee. For all awards by SANDAG, any practices which might result in unlawful activity are prohibited, including, but not limited to, rebates, kickbacks, or other unlawful considerations. SANDAG staff are specifically prohibited from participating in the selection process when those staff have a close personal relationship, family relationship, or past (within the last twelve [12] months), present, or potential business or employment relationship with a person or business entity seeking a contract. It is unlawful for any contract to be made by SANDAG if any individual board member or staff has a prohibited financial interest in the contract. Staff also is prohibited from soliciting or accepting gratuities from any organization seeking funding from SANDAG. SANDAG’s officers, employees, agents, and council or board members shall not solicit or accept gifts, gratuities, favors, or anything of monetary value from consultants, potential consultants, or parties to subagreements. By signing this Agreement, Grantee affirms that it has no knowledge of an ethical violation by SANDAG staff or Grantee. If Grantee has any reason to believe a conflict of interest exists with regard to this Agreement or the Project, it should notify the SANDAG Office of General Counsel immediately.

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

D. **False or Fraudulent Statements or Claims.** The Grantee acknowledges and agrees that by executing this Agreement for the Project, the Grantee certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project.
Section 4. Approved Project Budget

Except to the extent that SANDAG determines otherwise in writing, the Grantee agrees as follows: The Grantee and SANDAG have agreed to a Project budget that is designated the “approved Project budget.” The Grantee will incur obligations and make disbursements of Project funds only as authorized by the approved Project budget. An amendment to the approved Project budget requires the issuance of a formal amendment to this Agreement, except that re-allocation of funds among budget items or fiscal years that does not increase the total amount of the CPPW Assistance awarded for the Project may be made consistent with applicable laws, regulations, and policies. Prior SANDAG approval is required for transfers of funds between approved Project budget categories; approval will not be unreasonably withheld.

Section 5. Payments

A. Funding Commitment. The Grantee agrees that SANDAG’s maximum commitment for Project costs will not exceed the maximum SANDAG contribution of $Enter Maximum Amount. The responsibility of SANDAG to make payments under this Agreement is limited to the amounts listed in the approved Project budget for the Project. Within thirty (30) days of notification to the Grantee that specific amounts are owed to SANDAG, whether for excess payments of CPPW Assistance, failure to comply with the Use It or Lose It policy (Attachment B), disallowed costs, or funds recovered from third parties or elsewhere, the Grantee agrees to remit the owed amounts to SANDAG, including applicable interest, penalties, and administrative charges.

B. SANDAG Payment to Grantee. If Grantee staff costs are designated in the approved Project Budget, SANDAG shall pay Grantee, following receipt and approval of an invoice accompanied by documentation of expenses, including the matching portion, if applicable, incurred on the Project. A sample invoice form is attached hereto as Attachment D. Upon receiving a request for payment and adequate supporting information, SANDAG will make payment for eligible amounts to Grantee within thirty (30) days if Grantee has complied with the requirements of this Agreement, has satisfied SANDAG that the CPPW Assistance requested is needed for Project purposes in that requisition period, and is making adequate progress toward Project completion. After the Grantee has demonstrated satisfactory compliance with the preceding requirements, SANDAG will reimburse the Grantee’s apparent allowable costs incurred consistent with the approved Project budget for the Project. SANDAG shall retain ten percent (10%) from the amounts invoiced until satisfactory completion of work. SANDAG shall promptly pay retention amounts to Grantee following Grantee’s satisfactory completion of work, receipt of Grantee’s final invoice, and all required documentation.

C. Payment by SANDAG to On-Call Consultant. If Grantee is utilizing on-call consultant assistance arranged by SANDAG, the on-call consultant will submit invoices to Grantee for approval. Grantee will then submit approved on-call consultant invoices to SANDAG for payment. SANDAG will review Grantee’s approved on-call consultant invoices, and if satisfactory, SANDAG will pay on-call consultants directly consistent with the conditions outlined in Section 5. B. “Payment by SANDAG to Grantee.” Grantee understands that on-call consultant invoices, if satisfactory to SANDAG, will be paid from CPPW Assistance awarded to Grantee.
D. **Costs Reimbursed.** The Grantee agrees that Project costs eligible for CPPW Assistance must comply with all the following requirements. Except to the extent that SANDAG determines otherwise, in writing, to be eligible for reimbursement, Project costs, including matching funds, must be:

5. Consistent with the Project scope of work, the approved Project budget, and other provisions of this Agreement;

6. Necessary in order to accomplish the Project;

7. Reasonable for the goods or services purchased, as evidenced by the Grantee’s independent cost estimate for the goods/services at issue, along with a record of negotiation with a vendor/supplier;

8. 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);

9. Incurred for work performed after the effective date of this Agreement and following Grantee’s receipt of a notice to proceed from SANDAG;

10. Satisfactorily documented;

11. Treated consistently in accordance with accounting principles and procedures approved by SANDAG for the Grantee (see Section 6. Accounting Records) and with accounting principles and procedures approved by the Grantee for its third-party Grantees and subgrantees;

12. Eligible for CPPW Assistance; and

13. Expended allowable indirect costs, including overhead, only if the Grantee has an approved indirect cost allocation plan and prior written approval has been obtained from SANDAG.

E. **Excluded Costs.** In determining the amount of CPPW Assistance SANDAG will provide for the Project, SANDAG will exclude:

14. Any Project cost incurred by the Grantee before the effective date of this Agreement or Amendment thereto or before SANDAG issues a Notice to Proceed;

15. Any cost that is not included in the latest approved Project budget;

16. Any cost for Project property or services received in connection with a subagreement, lease, third-party contract, or other arrangement that is required to be, but has not been, concurred in or approved in writing by SANDAG; and

17. Any cost ineligible for SANDAG participation as provided by applicable laws, regulations, or policies.
The Grantee understands and agrees that payment to the Grantee for any Project cost does not constitute a final decision by SANDAG about whether that cost is allowable and eligible for payment under the Project and does not constitute a waiver of any violation by the Grantee of the terms of this Agreement for the Project. The Grantee acknowledges that SANDAG will not make a final determination about the allowability and eligibility of any cost until the final payment has been made on the Project. If SANDAG determines that the Grantee is not entitled to receive any portion of the CPPW Assistance requested or paid, SANDAG will notify the Grantee in writing, stating its reasons. The Grantee agrees that Project closeout will not alter the Grantee’s responsibility to return any funds due SANDAG as a result of later refunds, corrections, or other similar transactions, nor will Project closeout alter the right by SANDAG to disallow costs and recover funds provided for the Project on the basis of a later audit or other review.

[Include the following three sections only if matching funds are proposed in the application. IF matching funds are included in the approved Project budget, please be certain that the match fund payments are indicated on a proportionate basis throughout the Project schedule.]

F. Duty to Obtain Matching Funds. The Grantee agrees to provide sufficient funds or approved in-kind contributions, together with the CPPW Assistance awarded, that will assure payment of the actual cost of each Project activity covered by this Agreement for the Project. The amount of matching funds and/or percentage(s) of matching funds, and/or in-kind contributions Grantee shall provide are set forth in the approved Project budget. The Grantee agrees to complete all proceedings necessary to provide its share of the Project costs at or before the time the matching funds are needed for Project costs.

G. Maximum Percentage of SANDAG Participation. Upon receipt of an invoice from Grantee documenting Grantee’s incurred and eligible expenses, SANDAG agrees to pay its maximum percentage/amount of SANDAG participation based on the invoiced amount.

H. Reduction of Matching Funds. The Grantee agrees that no refund or reduction of the amount of matching funds, or the value of in-kind contributions may be made unless, at the same time, a reduction of the proportional amount of the CPPW Assistance provided is made to SANDAG in order to maintain the ratio or percentage of SANDAG participation.

Section 6. Accounting Records

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

A. Project Accounts. The Grantee agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The Grantee also agrees to maintain all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents related in whole or in part to the Project so that they may be clearly identified, readily accessible, and available to SANDAG upon request and, to the extent feasible, kept separate from documents not related to the Project.
B. **Documentation of Project Costs and Program Income.** Except to the extent that SANDAG determines otherwise, in writing, the Grantee agrees to support all costs charged to the Project, including any approved services or property contributed by the Grantee or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges, including adequate records to support the costs the Grantee has incurred underlying any payment in which SANDAG has agreed to participate.

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

A. **Types of Reports.** The Grantee agrees to submit to SANDAG all reports required by laws and regulations, policies, this Agreement, and any other reports SANDAG may specify.

B. **Report Formats.** The Grantee agrees that all reports and other documents or information intended for public availability developed in the course of the Project and required to be submitted to SANDAG must be prepared and submitted in electronic and or written hard copy formats as SANDAG may specify. SANDAG reserves the right to specify that records be submitted in particular formats.

C. **Record Retention.** During the course of the Project and for three (3) years thereafter from the date of transmission of the final expenditure report, the Grantee agrees to maintain (intact and readily accessible) all data, documents, reports, records, contracts, and supporting materials relating to the Project as SANDAG may require.

D. **Access to Records of Grantees and Sub-Grantees.** The Grantee agrees to permit, and require its sub-grantees to permit, SANDAG or its authorized representatives, upon request, to inspect all Project work, materials, payrolls, and other data and to audit the books, records, and accounts of the Grantee and its sub-grantees pertaining to the Project.

E. **Project Closeout.** The Grantee agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.

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

A. **Project Completion.** Grantee’s Project must be completed by February 1, 2012. Within thirty (30) calendar days following Project completion or termination by SANDAG, the Grantee agrees to submit a final certification of Project expenses and final reports, as applicable.

B. **Project Closeout.** Project closeout occurs when SANDAG notifies the Grantee that SANDAG has closed the Project and either forwards the final CPPW Assistance payment or acknowledges that the Grantee has remitted the proper refund to SANDAG. The Grantee agrees that Project closeout by SANDAG does not invalidate any continuing requirements imposed by this Agreement or any unmet requirements set forth in a written notification from SANDAG. All payments made to the Grantee shall be subject to review for compliance by SANDAG with the requirements of this Agreement and may be subject to an audit upon completion of the Project. If Grantee uses CPPW Assistance for indirect costs, any final audit, if performed, will include an indirect cost audit as well.
Section 9. Timely Progress and Right of SANDAG to Terminate

A. Grantee shall make diligent and timely progress toward completion of the Project within the timelines set forth in the Project schedule (Attachment A). If timely progress is not achieved, SANDAG may review the status of the Project to determine if the funds should be reallocated to another eligible project, as per the Use It or Lose It policy (Attachment B). Grantee understands and agrees that any failure to make reasonable progress on the Project or violation of this Agreement that endangers substantial performance of the Project shall provide sufficient grounds for SANDAG to terminate this Agreement for the Project.

B. In the event Grantee encounters difficulty in meeting the Project schedule or anticipates difficulty in complying with the Project schedule, the Grantee shall immediately notify the SANDAG project manager in writing and shall provide pertinent details, including the reason(s) for the delay in performance and the date by which Grantee expects to complete performance or delivery. This notification shall be informational in character only, and receipt of it shall not be construed as a waiver by SANDAG of a project delivery schedule or date or any rights or remedies provided by this Agreement, including the Use It or Lose It policy (Attachment B).

C. Upon written notice, the Grantee agrees that SANDAG may suspend or terminate all or any part of the CPPW Assistance to be provided for the Project if the Grantee has violated the terms of this Agreement or if SANDAG determines that the purposes of the laws or policies authorizing the Project would not be adequately served by the continuation of CPPW Assistance for the Project.

D. In general, termination of CPPW Assistance for the Project will not invalidate obligations properly incurred by the Grantee before the termination date to the extent those obligations cannot be canceled. If, however, SANDAG determines that the Grantee has willfully misused CPPW Assistance by failing to make adequate progress or failing to comply with the terms of this Agreement, SANDAG reserves the right to require the Grantee to refund the entire amount of CPPW Assistance provided for the Project or any lesser amount as SANDAG may determine.

E. Expiration of any Project time period established in the Project schedule will not, by itself, automatically constitute an expiration or termination of this Agreement for the Project, however, Grantee must request and SANDAG must agree to amend this Agreement in writing if the Project schedule will not be met. An amendment to the Project schedule may be made at SANDAG’s discretion if Grantee’s request is consistent with the provisions of the Use It or Lose It policy (Attachment B).

F. The grant was awarded based on the application submitted by Grantee with the intention that the awarded funds would be used to implement the Project as described in the scope of work (Attachment A). Any substantive deviation from the scope of work must be approved by SANDAG if grant funds are to be used for such changes. If Grantee believes substantive changes need to be made to the Project, Grantee will immediately notify SANDAG. SANDAG will then determine whether the Project is still consistent with the overall objectives of the CPPW Program and that the changes would not have negatively affected the Project ranking during the grant application process. SANDAG reserves the right to have CPPW Assistance withheld or refunded due to substantive Project changes.
Section 10. Disputes and Venue

A. **Choice of Law.** This Agreement shall be interpreted in accordance with the laws of the State of California.

B. **Dispute Resolution Process.** In the event Grantee has a dispute with SANDAG during the performance of this Agreement, Grantee shall continue to perform unless SANDAG informs Grantee in writing to cease performance. The dispute resolution process for disputes arising under this Agreement shall be as follows:

18. Grantee shall submit a statement of the grounds for the dispute, including all pertinent dates, names of persons involved, and supporting documentation, to SANDAG’s project manager. The project manager and other appropriate SANDAG staff will review the documentation in a timely manner and reply to Grantee within twenty (20) days. Upon receipt of an adverse decision by SANDAG, Grantee may submit a request for reconsideration to SANDAG’s Executive Director. The request for reconsideration must be received within ten (10) days from the postmark date of the reply from SANDAG. The Executive Director will respond to the request for reconsideration within ten (10) working days. The decision of the Executive Director will be in writing.

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

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

Section 11. Assignment

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

Section 12. Project Manager

The Grantee has assigned Enter Grantee 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 twelve (12) months following completion, policies of insurance from insurance companies authorized to do business in the State of California or the equivalent types and amounts of self-insurance, as follows:

A. General Liability. Combined single limit of $1,000,000 per occurrence and $2,000,000 general aggregate for personal and bodily injury, including death, and broad form property damage. The policy must include an acceptable “Waiver of Transfer Rights of Recovery Against Others Endorsement,” naming SANDAG as an additional insured. A deductible or retention may be utilized, subject to approval by SANDAG.

B. Automobile Liability. For personal and bodily injury, including death, and property damage in an amount not less than $1,000,000. The policy must include an acceptable “Waiver of Right to Recover From Others Endorsement,” naming SANDAG as an additional insured.

C. Workers’ Compensation and Employer’s Liability. Policy must comply with the laws of the State of California. The policy must include an acceptable “Waiver of Right to Recover From Others Endorsement,” naming SANDAG as an additional insured.

D. Other Requirements. Grantee shall furnish satisfactory proof by one or more certificates (original copies) that it has the foregoing insurance. The insurance shall be provided by an acceptable insurance provider, as determined by SANDAG, which satisfies the following minimum requirements:

20. 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

21. A Lloyds of London program provided by syndicates of Lloyds of London and other London insurance carriers, providing all participants are qualified to do business in California and the policy provides for an agent for service of process in California.

E. Certificates of insurance shall be filed with SANDAG. These policies shall be primary insurance as to SANDAG so that any other coverage held by SANDAG shall not contribute to any loss under Grantee’s insurance. Each insurance policy shall contain a clause which provides that the policy may not be canceled without first giving thirty (30) days’ advance written notice to SANDAG. For purposes of this notice requirement, any material change in the policy prior to its expiration shall be considered a cancellation.
Section 14. Indemnification and Duty to Defend

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

Section 15. Relationship of Parties

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


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

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

Section 17. Severability and Integration

If any provision of this Agreement is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable laws or regulations. This Agreement represents the entire understanding of SANDAG and Grantee as to those matters contained in it. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by SANDAG and the Grantee.
Section 18. Notice

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

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

Grantee: GRANTEE NAME
GRANTEE STREET ADDRESS
GRANTEE CITY, STATE, ZIP
Attn: GRANTEE PROJECT MANAGER NAME

and shall be effective upon receipt thereof.

Section 19. Signatures

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

SAN DIEGO ASSOCIATION OF GOVERNMENTS

GRANTEE NAME
TAX ID: GRANTEE TAX ID

GARY L. GALLEGOS
Executive Director

GRANTEE SIGNATORY NAME
SIGNATORY TITLE

APPROVED AS TO FORM:

JULIA COLEMAN
Associate Legal Counsel

GRANTEE LEGAL COUNSEL
LEGAL COUNSEL TITLE
ATTACHMENT A
APPROVED PROJECT BUDGET, SCOPE OF WORK, AND PROJECT SCHEDULE

INSERT SCOPE OF WORK, PROJECT SCHEDULE, PROJECT BUDGET

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<th>Budget Amount for Consultant Services (staff and direct costs combined)</th>
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Please note all projects must be completed by February 1, 2012. Grantees are responsible for their timely compliance with all reporting requirements outlined in this Agreement.
ATTACHMENT B
USE IT OR LOSE IT POLICY

Project Milestone and Completion Deadlines

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

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

1.2. Grant funds made available as a result of this process may be awarded to the next project on the recommended project priority list from the most recent project selection process, at SANDAG’s discretion.
ATTACHMENT C
PROJECT IMPLEMENTATION AND OVERSIGHT REQUIREMENTS

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

2. **Stakeholder and Community Meetings**: Grantee must provide SANDAG with advance notice (preferably within two [2] weeks) and agendas of all stakeholder and community meetings, and a meeting summary following each meeting. SANDAG staff may attend any meetings as appropriate.

3. **Performance Monitoring**: SANDAG staff may measure the Grantee’s Project performance against stated project objectives, and evaluate the overall CPPW Program. Grantee is expected to meet with SANDAG staff to identify relevant performance measures and data sources and provide available data and feedback regarding the Project as appropriate.
# ATTACHMENT D

## SAMPLE INVOICE

**To:** VIKRANT SOOD  
SANDAG  
401 B Street, Suite 600  
San Diego, CA 92101-4231

**Project Name:**  
SANDAG - County of San Diego Grant #532637

**SANDAG Contract Number:**

**Grant Invoice Number:**

**Billing Period:** FROM TO

**Grant Award:** $0.00  
**Balance Remaining:** $0.00

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**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.

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ATTACHMENT E
CPPW PROGRAM PASS-THROUGH CONTRACT PROVISIONS

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

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

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

3.2 ENFORCEABILITY:

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

3.3 PROHIBITION ON USE OF ARRA FUNDS:

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

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

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

3.5 WAGE RATE REQUIREMENTS:

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

3.6 INSPECTION OF RECORDS:

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

3.7 WHISTLEBLOWER PROTECTION:

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

3.8 FALSE CLAIMS ACT:

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

3.9 REPORTING REQUIREMENTS:

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

3.9.1 The total amount of ARRA funds received by Grantee during the Reporting Period;

3.9.2 The amount of ARRA funds that were expended or obligated during the Reporting Period;

3.9.3 A detailed list of all projects or activities for which ARRA funds were expended or obligated, including:

3.9.3.1 The name of the project or activity;
3.9.3.2 A description of the project or activity;
3.9.3.3 An evaluation of the completion status of the project or activity; and
3.9.3.4 An estimate of the number of jobs created and/or retained by the project or activity.

3.9.4 For any sub-awards equal to or greater than $25,000:

3.9.4.1 The name of the entity receiving the sub-award;
3.9.4.2 The amount of the sub-award;
3.9.4.3 The transaction type;
3.9.4.4 The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
3.9.4.5 The Program source;
3.9.4.6 An award title descriptive of the purpose of each funding action;
3.9.4.7 The location of the entity receiving the sub-award;
3.9.4.8 The primary location of performance under the sub-award, including the city, state, congressional district and country;
3.9.4.9 The DUNS number, or name and zip code for the entity headquarters;
3.9.4.10 A unique identifier of the entity receiving the sub-award and the parent entity of recipient, should the entity be owned by another;
3.9.4.11 The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80 percent or more of its annual gross revenues in Federal awards; 2) $25M or more in annual gross revenue from Federal awards and; 3) if the public does not have access to information about the compensation of senior executives through periodic reports filed under
section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of Internal Revenue Code of 1986.

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

3.10 INVENTIONS.

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

3.11 PUBLICATIONS.

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

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

3.12 CONFERENCE DISCLAIMER AND USE OF LOGOS.

3.12.1 Disclaimer.

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

Funding for this conference was made possible (in part) by the cooperative agreement award number 1U58DP002496-01 from The Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

3.12.2 Logos.

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

3.13 EQUIPMENT AND PRODUCTS.

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

3.14 TRAFFICKING IN PERSONS.

This Agreement is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term and condition, go to

http://www.cdc.gov/od/pgo/funding/grants/Award_Term_and_Condition_for_Trafficking_in_Persons.shtm

3.15 LOBBYING STATEMENT.

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

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

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

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

All reported activity under the Project, including Recovery Act reporting, must be activity that is consistent with federal law.
3.16 DEPARTMENT OF HEALTH AND HUMAN SERVICES REGULATIONS.
Grantee shall comply with the following, which are incorporated into this Agreement by reference:


3.16.3 Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Applicable to construction contracts in excess of $2000 awarded by Grantees and sub-grantees when required by Federal grant program legislation).

3.16.4 Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Applicable to construction contracts awarded by Grantees and sub-grantees in excess of $2000, and in excess of $2500 for other contracts which involve the employment of mechanics or laborers).

3.16.5 All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (Applicable to contracts, subcontracts, and subgrants of amounts in excess of $100,000).

3.16.6 Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

3.16.7 Pursuant to the Department of Health and Human Services (HHSA) notice requirements at 45 CFR 92.36(i)(8)-(9), SANDAG hereby notifies the Grantee that HHSA has implemented the following regulations pertaining to patents, copyrights, and rights in data: 37 CFR 401 and 45 CFR 92.34. Under the Communities Putting Prevention to Work Cooperative Agreement, HHSA requires the County and SANDAG to submit reports pursuant to Section 1512 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, as well as final performance and financial status reports.

3.16.8 Grantee shall provide access to the County, SANDAG, HHSA, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Grantee which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

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

3.16.10 Grantee shall comply with all applicable provisions of 45 CFR Part 92 and with all clauses required by Federal statute and executive orders and their implementing regulations, as applicable.
3.16.11 Grantee shall comply with Executive Order 13513. Grantee and its sub-grantees are prohibited both from texting while driving a Government owned vehicle and/or using Government furnished electronic equipment while driving any vehicle. Texting means reading from or entering data into any handheld or other electronic device, including SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. Driving means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary due to traffic, a traffic light, stop sign or otherwise. Driving does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary. Grantee is responsible for ensuring that its sub-grantees are aware of this prohibition and adhere to this prohibition. The requirement may be accessed at: http://www.cdc.gov/od/pgo/funding/grants/additional_req.shtm.

3.17 Grantee shall include the provisions of this Section 3 in all agreements with sub-grantees

END OF ARRA PASS-THROUGH PROVISIONS

BEGIN PASS-THROUGH PROVISIONS FROM SANDAG-COUNTY GRANT AGREEMENT 5001467
4.2.1 **Invoices for Reimbursement.**

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

**DEBARMENT AND SUSPENSION (Section 8.12)**

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

8.12.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency.

8.12.2 Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

8.12.3 Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

8.12.4 Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

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

11.1 **AUDIT AND INSPECTION**

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

At any time during normal business hours and as often as SANDAG may deem necessary, Grantee shall make available to SANDAG. State or Federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit SANDAG, State or Federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement.
If any services performed hereunder are not in conformity with the specifications and requirements of this Agreement, SANDAG shall have the right to require the Grantee to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount. When the services to be performed are of such nature that the difference cannot be corrected, SANDAG shall have the right to (1) require Grantee immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event Grantee fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the Agreement, SANDAG shall have the right to either (1) by Agreement or to otherwise have the services performed in conformity with the Agreement specifications and charge to Grantee any cost occasioned to SANDAG that is directly related to the performance of such services, or (2) terminate this Agreement for default as provided in the Termination clause.

11.2 Cost or Pricing Data.

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

11.3 Availability.

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

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

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

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

REGARDING PAYMENT

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

Consistent with Section 4.2.6.1.1 of the SANDAG-County Agreement, unless otherwise set forth in this paragraph, Grantee shall promptly pay its vendors and sub-grantee(s) for satisfactory performance under its subcontract(s) to this Agreement. Such prompt payment shall be no later than thirty (30) days after Grantee receives payment for such services from SANDAG and shall be paid out of such amounts as are paid to Grantee under this Agreement.
Grantee shall include a payment clause conforming to the standards set forth in the preceding paragraph in each of its subcontracts, and shall require each of its sub-grantees to include such a clause in their subcontracts with each lower-tier sub-grantee or supplier.

Availability of Funding.

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

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

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

REGARDING OWNERSHIP, RECORDS AND REPORTS

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

Ownership, Publication, Reproduction and Use of Material

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

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

**Reports**

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

**REGARDING INSURANCE**

**Commercial General Liability**

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

**Deductibles / Self-Insured Retentions**

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

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

**REGARDING EVALUATION**

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

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

7.2.2 Media Communications

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

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

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

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

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

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

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

The Healthy Community Planning Grant Program will provide a total of $700,000 to incorporate public health into local planning efforts. SANDAG will award a minimum of six (6) grants, with at least one in each County of San Diego Board of Supervisor Districts. Grant awards are expected to range from $50,000 to $75,000 each.

A. Program Objectives

The Healthy Community Planning Grants will promote public health principles at the local and regional level by funding projects that:

- Integrate and institutionalize public health considerations in the local and regional policies, programs, projects, and decision-making;
- Address health disparities and inequities in lower income and minority communities;
- Promote physical activity by increasing opportunities for walking and bicycling, access to parks and recreation, and use of public transit;
- Promote access to healthy, fresh, affordable, and nutritious foods in neighborhoods and schools;
- Establish collaborative working relationships between health and planning agencies; and
- Build consensus in the community around public health needs and priorities through an inclusive process that engages a wide range of stakeholders.

B. Eligibility

Only cities, the County of San Diego, and Tribal Governments are eligible to apply. Any department or division within a city or the County government may apply. Nonprofit groups, community-based organizations and business associations may partner with public agencies, but cannot apply directly to this grant program. Grant applicants are encouraged to partner with other public agencies, such as HHSA and local school districts, as well as community-based organizations, where appropriate.

Existing projects are eligible for this grant program as long as the application proposes an expanded scope of work or additional deliverables. For example, a city that is currently updating its general plan may be eligible to apply for developing a stand-alone health element if it is not already included in the scope of work. Also, a city that is developing a health element for its general plan update may be eligible to apply for developing an implementation plan.

C. Type of Projects

SANDAG encourages grant applicants to be creative and innovative in defining the projects for this grant program. While the proposed projects should strive to meet most if not all the program objectives listed above, the type of projects, the approach, and key deliverables and outcomes are best defined by the needs of the community.

Grant applicants may consider one of two approaches in defining potential projects: a comprehensive approach that addresses multiple health outcomes and built environment determinants; and a targeted approach that drills deeper in specific areas. Projects that adopt a comprehensive approach may include but are not limited to:

- Public health elements for general plans, redevelopment plans, community plans or specific plans; and
• Zoning codes, street design guidelines or subdivision ordinances that integrate public health principles.

Projects that adopt a targeted approach may include but are not limited to:
• Health impact assessments for transportation and infrastructure projects, redevelopment projects, or corridor studies;
• Urban agriculture or food systems assessments and/or implementation plans;
• “Edible schoolyards,” outdoor learning environments, community gardens and farmer’s markets assessment and implementation strategies; and
• Park master plans or design guidelines that improve access to recreational activities.

Grant applicants are strongly encouraged to attend the applicant workshop and to contact SANDAG staff (Vikrant Sood, vso@sandag.org, 619-699-6940) for assistance in defining potential projects.

D. Evaluation Criteria

<table>
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<th>Scoring System</th>
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<td>Applications will be evaluated on a 5-point scale for each evaluation criteria as follows: 5=maximum possible benefit, 4=very high benefit, 3=good benefit, 2=adequate benefit, 1=marginal benefit and 0=no benefit. Points will be averaged across evaluation panelists to create the application rankings.</td>
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To calculate total points for any evaluation criteria, evaluators will multiply the average points by the relative weight. To calculate relative weights evaluators will divide the maximum allowed points for the evaluation criteria by five (5). For example, if the maximum points for criteria ‘A’ are twenty (20) then its relative weight on a 5-point evaluation scale is four (4). If a proposed project ‘B’ receives an average of 4 points on the 5-point scale, then the total points awarded to the application for criteria ‘A’ are 16. Please see the equation below that illustrates the computation.

Total Points for Criteria ‘A’ = (Average Points for Criteria ‘A’ on a 5-Point Scale) x (Relative Weight for Criteria ‘A’)

The evaluation panel will use the following criteria to score and rate the applications. Grant applications will receive higher scores if they can provide evidence that the project will:

1. *Address Program Objectives (20 Points Maximum, Relative Weight=4)*
   The proposed project should strive to address multiple, if not all, program objectives. Points will be awarded proportional to the number of objectives addressed.

2. *Implement an Innovative Approach (20 Points Maximum, Relative Weight=4)*
   Proposed projects that result in a paradigm shift or a new approach to current issues and opportunities are highly encouraged. Applications that propose an innovative and creative approach to incorporating public health considerations in the design of the built environment AND present a model that may be relevant and applicable to other communities and jurisdictions in the region will receive up to five (5) points. Applications that propose EITHER an innovative and creative approach OR a model that may be relevant to the region will receive up to three (3) points.
3. **Serve High-Need Communities (20 Points Maximum, Relative Weight=4)**

The grant program has limited resources and will prioritize support for high-need areas and communities while also distributing funds across the region equitably. Grant applications must define ‘high-need’ communities within the project area that will benefit from the proposed project and provide supporting data on the high-need community, where available.

Communities may be defined as high-need based on the following conditions: (1) demographics (such as age, income, education attainment, ethnicity, and disability), (2) physical conditions (such as physical blight, environmental pollution, traffic accidents/collisions, concentration of liquor stores, concentration of fast food restaurants, and lack of grocery stores), (3) social conditions (such as poverty, crime, and violence), and/or (4) health outcomes (such as obesity and asthma rates).

Proposed projects that address health disparities in areas or communities that are defined as high-need based on existing demographic, physical, social AND health conditions will receive up to five (5) points. Proposed projects that meet three of the four conditions will receive up to four (4) points, those that meet two of the four conditions will receive up to three (3) points and those that meet one condition will receive up to two (2) points.

4. **Lead to Implementation and Systems Change (20 Points Maximum, Relative Weight=4)**

Proposed projects that lead to systems change are highly encouraged. Systems change should address the grant applicant’s decision-making and/or resource-allocation process, and must be related to improving health outcomes. Applicants may propose systems change as part of the proposed project OR commit to addressing system change as a follow up implementing action. Examples of strategies that can lead to systems change include but are not limited to:

- Requiring consideration of public health benefits and impacts in future project/plan review and/or approval process;
- Developing and/or updating ordinances, guidelines, and codes to promote health policies;
- Creating a commission or advisory group that can advise a city council or governing board on health benefits and impacts of proposed policies, projects, programs, services, or strategies; and
- Formulating guidelines and/or processes for ongoing monitoring and evaluation of project performance based on public health outcomes in the community or project area, among others.

Applications that propose or commit to developing an implementation plan as part of the proposed project AND identify at least two potential strategies (similar to the ones listed above) that will be considered as part of the planning process will receive up to five (5) points. Applications that propose or commit to developing an implementation plan OR identify at least two potential strategies that may lead to systems change will receive up to three (3) points. Applications that propose neither will not receive any points for this evaluation criterion.

5. **Build on Local Commitment to Public Health (10 Points Maximum, Relative Weight=2)**

Proposed projects that build on ongoing or existing efforts to improve public health outcomes in the community may be best positioned to succeed. Often for these projects, partner agencies and community groups are already engaged in the process and there is political support for change.
Grant applicants that can cite recent projects, policies, programs, or interventions (however small or large in scale) that address public health in planning AND have dedicated resources to implement the recommendations from those efforts AND can demonstrate recent success will receive up to five (5) points. An applicant who has met two of the three conditions will receive up to three (3) points, and an applicant who has met one of the three conditions will receive one (1) point. Policy efforts that are underway, but have not yet been adopted by a city council or governing board, will count towards this evaluation criterion.

6. **Support a Collaborative and Inclusive Process (10 Points Maximum, Relative Weight=2)**

Involving key stakeholders, community-based organizations, and community members in developing plan recommendations will help build consensus and ownership, and result in successful implementation of the project. Engaging underrepresented groups in the process will build trust and credibility for proposed recommendations and strategies. For this grant program, a grant applicant’s support for a collaborative and inclusive process may be demonstrated by:

- Committing to develop a comprehensive stakeholder and community outreach and engagement plan/program (as part of the scope of work for the proposed project), especially for underrepresented groups in the community;
- Identifying specific stakeholder and community groups and organizations that will be involved in developing plan recommendations; and
- Providing support letters in the application packet from community groups and organizations for the proposed project.

Applications that can demonstrate evidence for all three actions listed above will receive up to five (5) points. Those that can demonstrate evidence for at least two actions will receive up to three (3) points and for one action will receive one (1) point.

**Bonus Points**

**Leverage Funds and Resources (10 Bonus Points Maximum; Relative Weight = 2)**

Grant applicants are highly encouraged to leverage multiple sources of funding for the proposed project. Up to 10 percent match or in-kind contribution will receive one (1) point, 11 percent – 20 percent will receive two (2) points, 21 percent – 30 percent will receive three (3) points, 31 percent – 40 percent will receive four (4) points, and 41 percent or more will receive five (5) points. Applications that do not include any matching funds or in-kind contributions will not receive any bonus points.

Only those matching funds or in-kind contributions that are applied to a selected project’s budget after SANDAG has executed a grant agreement and issued a Notice to Proceed to a grantee will be eligible.

**E. Evaluation Process**

The grant applications will be selected on a competitive basis. Each application will be scored and ranked by an evaluation panel using the evaluation criteria. The panel will consist of the following members:

- Two members of SANDAG staff;
- One member from the Regional Planning Technical Working Group (TWG);
• One member from the Public Health Stakeholder Group (PHSG);
• One member of HHSA staff;
• Two health and the built environment experts; and
• One member from the San Diego Council of Design Professionals.

The panel will include individuals with knowledge of health and the built environment principles. Panel members will not represent grant applicants that have submitted applications for funding under the grant program. Panel members who are not SANDAG or HHSA staff must not have had prior involvement in any of the submitted applications, nor must they receive compensation for work on any of the funded projects during the grant project’s performance period.

Please note that the evaluation panel may recommend modifications to the proposed scopes of work and budgets depending on the total number of applications received, budget amounts requested, and the panel’s assessment of the feasibility of completing the proposed projects within the timeline of the CPPW grant program.

SANDAG’s Executive Director will take these recommendations under advisement in making the final awards.

F. Healthy Community Planning Grants Application

Project Title:

Applicant:

Application Checklist:
- Ten (10) hard copies and one (1) electronic copy on a CD of the completed application
- Completed application form
- Resolution or minute order authorizing the application and accepting SANDAG contractual requirements in the attached grant agreement
- Documentation of support for the project from community groups or individuals (recommended but not required)

Person Authorized to Submit Application:
I certify that I have received the Healthy Communities Campaign guidelines and that the information submitted in this application is accurate and in accordance with these guidelines. I have also received and read the grant agreement included in the grant application package.

Name:
Title:
Signature:
Date:

Project Summary:
(1 page maximum)

A. Summarized project description (50 words maximum)
B. Please identify the Board of Supervisor District, by number, within which the proposed grant project will be implemented. See the following website for information on the five Districts: http://www.sdcounty.ca.gov/general/bos.html

C. Consultant services requested from SANDAG’s on-call consultant list. Please indicate what type of consultant services the applicant requests, or that no on-call consultant services will be requested by the applicant

D. Please identify by individual or firm names any existing consultant or team of consultants (if applicable)

E. Grant funds requested from SANDAG for the Healthy Community Planning Grant

F. Matching funds or in-kind contributions to be committed by applicant, if awarded a grant

G. Total estimated project costs

H. Primary contact person (name, title, mailing address, phone number, fax number and email)

I. Project partners (name, organization or affiliation, contact information and role on the project)

**Project Area (attach a map of the project area if available)**

**Detailed Project Description**
(2 page maximum)

The following information is required to evaluate the application (please provide brief responses and preferably in bullet format):

- **Project Overview** – describe the proposed project including the geographic area, population served, key desired outcomes and deliverables.

- **Project Objectives** – describe the objectives of the proposed project. What key public health outcomes will be addressed or influenced in the project area? For example, outcomes could address key chronic health concerns in the community such as obesity, asthma and injury rates, key physical or social determinants that are related to these health outcomes (for example, walkability and safety in neighborhoods, proximity to fresh food and air pollution), and how the project will address each of these determinants. This information may be presented in a table format. Link the responses to the program objectives described on page 45.

- **Project Approach** – describe the proposed approach to accomplish the objectives and highlight potential innovations and/or creative solutions that will be explored or implemented by the proposed project. Specify any opportunities for developing potential models that may be applicable to other communities and jurisdictions in the region.

- **Community Served** – describe who will benefit from this project. Specify whether residents in the area suffer from disproportionate health or environmental impacts. Explain whether residents in the community may be considered ‘impacted’ based on demographics (age, income, education attainment, ability/disability, and ethnicity), physical conditions (blight, unsafe traffic conditions, environmental pollution, concentration of liquor stores, and lack of grocery stores),
social conditions (poverty, crime and violence), and/or health outcomes (asthma and/or obesity rates). Supply supporting data and GIS maps, where appropriate.

- **Implementation and Systems Change** – describe how the proposed project deliverables and outcomes will be implemented. Specify any proposed institutional or process changes that may lead to better integration of public health considerations in future planning projects and decision-making processes.

- **Commitment to Public Health** – describe recent policies, programs, projects or interventions that demonstrate the community’s commitment to improve public health outcomes either through the design of the built environment or other measures. Specify any recent successes or positive outcomes that have resulted from these actions. Is there support from elected officials? Does the project have any champions?

- **Planning Process** – describe the community outreach and stakeholder engagement process. List key stakeholders and community groups or individuals who will be involved in the project, and/or their involvement in the effort thus far. Specify their affiliations (for example, health professionals, residents or business groups). Describe how the project will involve groups that are not often engaged in the planning process. These groups may include but are not limited to people of color, seniors, youth, families with children, low-income households, and people with disabilities, among others. Attach up to a maximum of five (5) letters of support for the proposed project from community members, organizations or leaders, if available.

**Optional**

- **Matching Funds or In-Kind Contributions** – in the table below, list all sources and amounts of committed matching funds and in-kind contributions for the proposed project. Specify what proportion of the total project budget is derived from matching funds or in-kind contributions. Only those matching funds or in-kind contributions that are applied to a selected project’s budget after SANDAG has executed a grant agreement and issued a Notice to Proceed to a grantee will be eligible.

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<thead>
<tr>
<th>Source of Committed Matching Funds or In-Kind Contributions</th>
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**Consultant Services**

Please complete this section of the application to request technical assistance for the proposed project. Please note that the consultants will be paid for from the awarded grant.

Please identify the type of consultant services needed for this project. Check all that apply.

- Planning and Urban Design
- Pedestrian and Bicycle Planning
- Public Outreach and Stakeholder Engagement
- Photo-Simulations and Visualization Tools
- Other: ___________________________ (please specify)
Project Scope of Work and Budget

Using the table below as a template, list the tasks, deliverables, start/end dates and budget amounts for the proposed project. Please specify the amount needed by the grantee and for consultant services for each task. List the community outreach and engagement activities as discrete tasks. Please note that this scope of work, schedule and budget will be included in the grant agreement if the application is selected for funding. The grantee will be held responsible to the scope of work submitted as part of this application process. **All projects must be completed by February 1, 2012.**

Please note that the evaluation panel may recommend modifications to the proposed scopes of work and budgets depending on the total number of applications received, budget amounts requested, and the panel’s assessment of the feasibility of completing the proposed projects within the timeline of the CPPW grant program.

<table>
<thead>
<tr>
<th>Task</th>
<th>Deliverable</th>
<th>Start and End Date</th>
<th>Budget Amount for Grantee (staff and direct costs combined)</th>
<th>Budget Amount for Consultant Services (staff and direct costs combined)</th>
<th>Total Budget Amount by Task</th>
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G. Evaluation Process and Guidance

All applications will be evaluated in a two-step process:

**Step 1: Eligibility Screening**

The eligibility screening will ensure that proposed project applications meet the basic criteria and are able to receive funds under the grant program. This eligibility screening will be conducted by SANDAG staff. Eligibility screening criteria is listed below. A request for reconsideration of an application rejected as ineligible must be made in writing to the Program Manager within 48 hours of receiving a rejection notice from SANDAG. Applicants with questions regarding eligibility are encouraged to contact SANDAG staff (Vikrant Sood, vso@sandag.org, (619) 699-6940).

**Question 1:** Is the grant application complete AND was it submitted by 4:00 p.m., Thursday, February 15, 2011?

- Yes  (Proceed to Question 2)
- No   (Application is Not Eligible)

**Question 2:** Is the applicant eligible to apply?

- Yes  (Proceed to Question 3)
- No   (Application is Not Eligible)
Question 3: Has the applicant submitted a copy of the resolution or minute order passed by a city council, the Board of Supervisors, or governing board that that authorizes the submittal of an application, acceptance of all terms and conditions set forth in SANDAG’s grant agreement, and completion of the project by February 1, 2012?

- Yes (Application is Eligible)
- No (Application is Not Eligible)

**Step 2: Evaluation and Ranking**

Once an application is determined to be eligible, it will be scored by an evaluation panel based on the evaluation criteria described on page 46. Bonus points will be awarded to applications that include matching funds or in-kind contributions. SANDAG expects to send grant award letters to recipients by Tuesday, March 15, 2011.
4. **Active Community Transportation Grant Program**
The Active Community Transportation Grant Program will provide a total of $150,000 to promote pedestrian- and bicycle-friendly neighborhoods. SANDAG will award a minimum of three (3) grants for this program. Grant awards are expected to range from $30,000 to $50,000 each.

**A. Program Objectives**
The Active Community Transportation Grants will promote pedestrian- and bicycle-friendly neighborhoods by funding projects that:

- Integrate and institutionalize public health considerations in the local and regional policies, programs, projects, and decision-making;
- Address health disparities and inequities in lower income and minority communities;
- Promote physical activity by increasing opportunities for walking and bicycling, access to parks and recreation, and use of public transit;
- Promote access to neighborhoods destinations such as schools, parks and retail;
- Establish collaborative working relationships between health and planning agencies; and
- Build consensus in the community around public health needs and priorities through an inclusive process that engages a wide range of stakeholders.

**B. Eligibility**
Only cities, the County of San Diego and Tribal Governments are eligible to apply. Any department or division within a city or the County government may apply. Nonprofit groups, community-based organizations and business associations may partner with public agencies, but cannot apply directly to this grant program. Grant applicants are encouraged to partner with other public agencies, such as HHSA and local school districts, as well as community-based organizations to develop the applications, where appropriate. Existing projects are eligible for the grant program as long as the application proposes an expanded scope of work or additional deliverables.

**C. Type of Projects**
This grant program will support active transportation plans for neighborhoods that address pedestrian, bicycle, persons with disabilities, and public transit access and amenities, traffic calming, and Safe Routes to School (SR2S). Grant applicants are strongly encouraged to attend the applicant workshop and to contact SANDAG staff (Vikrant Sood, vso@sandag.org, 619-699-6940) for assistance in defining potential projects.

**D. Evaluation Criteria**

*Scoring System*
Applications will be evaluated on a 5-point scale for each evaluation criteria as follows: 5=maximum possible benefit, 4=very high benefit, 3=good benefit, 2=adequate benefit, 1=marginal benefit and 0=no benefit. Points will be averaged across evaluation panelists to create the application rankings.

To calculate total points for any evaluation criteria, evaluators will multiply the average points by the relative weight. To calculate relative weights evaluators will divide the maximum allowed points for the evaluation criteria by five (5). For example, if the maximum points for criteria ‘A’ are twenty (20) then its relative weight on a 5-point evaluation scale is four (4). If a proposed project ‘B’ receives an average of 4 points on the 5-point scale, then the total points awarded to the
Total Points for Criteria ‘A’ = (Average Points for Criteria ‘A’ on a 5-Point Scale) x (Relative Weight for Criteria ‘A’)

The evaluation panel will use the following criteria to score and rate the applications. Grant applications will receive higher scores if they can provide evidence that the project will:

1. **Address Program Objectives (20 Points Maximum, Relative Weight=4)**
   The proposed project should strive to address multiple, if not all, program objectives. Points will be awarded proportional to the number of objectives addressed.

2. **Implement a Comprehensive Approach (20 Points Maximum, Relative Weight=4)**
   Proposed projects that prioritize walking and bicycling along transportation corridors and in neighborhoods are highly encouraged. Projects should address multiple aspects of active transportation in the project area including traffic calming, safe routes to local destinations (such as schools, parks, community gardens and grocery stores), streetscape improvements, and safety, among others. Projects that propose a comprehensive approach that leads to shared thoroughfares and prioritized corridors for pedestrians and bicyclists will receive up to five (5) points. Projects that address safe crosswalks and signage, bulb-outs and sidewalk improvements, and traffic calming measures will receive up to three (3) points. Projects that address safe crosswalks and signage and bulb-outs and sidewalk improvements will receive up to two (2) points. Projects that address safe crosswalks and signage will receive one (1) point.

3. **Serve High-Need Communities (20 Points Maximum, Relative Weight=4)**
   The grant program has limited resources and will prioritize support for high-need areas and communities while also distributing funds across the region equitably. Grant applications must define ‘high-need’ communities within the project area that will benefit from the proposed project and provide supporting data on the high-need community, where available.

   Communities may be defined as high-need based on the following conditions: (1) demographics (such as age, income, education attainment, ethnicity, and disability), (2) physical conditions (such as physical blight, environmental pollution, traffic accidents/collisions, concentration of liquor stores, concentration of fast food restaurants, and lack of grocery stores), (3) social conditions (such as poverty, crime, and violence), and/or (4) health outcomes (such as obesity and asthma rates).

   Proposed projects that address health disparities in areas or communities that are defined as high-need based on existing demographic, physical, social AND health conditions will receive up to five (5) points. Proposed projects that meet three of the four conditions will receive up to four (4) points, those that meet two of the four conditions with receive up to three (3) points and those that meet one condition will receive up to two (2) points.

4. **Lead to Implementation and Systems Change (20 Points Maximum, Relative Weight=4)**
   Proposed projects that lead to systems change are highly encouraged. Systems change should address the grant applicant’s decision-making and/or resource-allocation process, and must be related to improving health outcomes. Applicants may propose systems change as part of the
proposed project OR commit to addressing system change as a follow up implementing action. Examples of strategies that can lead to systems change include but are not limited to:

- Requiring consideration of public health benefits and impacts in future project/plan review and/or approval process;
- Developing and/or updating ordinances, guidelines, and codes to promote health policies;
- Creating a commission or advisory group that can advise a city council or governing board on health benefits and impacts of proposed policies, projects, programs, services, or strategies; and
- Formulating guidelines and/or processes for ongoing monitoring and evaluation of project performance based on public health outcomes in the community or project area, among others.

Applications that propose or commit to developing an implementation plan as part of the proposed project AND identify at least two potential strategies (similar to the ones listed above) that will be considered as part of the planning process will receive up to five (5) points. Applications that propose or commit to developing an implementation plan OR identify at least two potential strategies that may lead to systems change will receive up to three (3) points. Applications that propose neither will not receive any points for this evaluation criterion.

5. **Build on Local Commitment to Active Transportation (10 Points Maximum, Relative Weight=2)**
   The proposed project should be supported by existing commitments to active transportation in the community. This commitment may be demonstrated through citywide policies or ordinances, existing bicycle and pedestrian plans, SR25 efforts, and programs, projects, or other activities that encourage active transportation. Points will be awarded proportional to the number and type of plans, programs, projects, or activities cited that have a relationship to the project and/or area.

6. **Support a Collaborative and Inclusive Process (10 Points Maximum, Relative Weight=2)**
   Involving key stakeholders, community-based organizations, and community members in developing plan recommendations will help build consensus and ownership, and result in successful implementation of the project. Engaging underrepresented groups in the process will build trust and credibility for proposed recommendations and strategies. For this grant program, a grant applicant’s support for a collaborative and inclusive process may be demonstrated by:

   - Committing to develop a comprehensive stakeholder and community outreach and engagement plan/program (as part of the scope of work for the proposed project), especially for underrepresented groups in the community;
   - Identifying specific stakeholder and community groups and organizations that will be involved in developing plan recommendations; and
   - Providing support letters in the application packet from community groups and organizations for the proposed project.

Applications that can demonstrate evidence for all three actions listed above will receive up to five (5) points. Those that can demonstrate evidence for at least two actions will receive up to three (3) points and for one action will receive one (1) point.
**Bonus Points**

*Leverage Funds and Resources (10 Bonus Points Maximum; Relative Weight = 2)*

Grant applicants are highly encouraged to leverage multiple sources of funding for the proposed project. Up to 10 percent match or in-kind contribution will receive one (1) point, 11 percent – 20 percent will receive two (2) points, 21 percent – 30 percent will receive three (3) points, 31 percent – 40 percent will receive four (4) points, and 41 percent or more will receive five (5) points. Applications that do not include any matching funds or in-kind contributions will not receive any bonus points.

Only those matching funds or in-kind contributions that are applied to a selected project’s budget after SANDAG has executed a grant agreement and issued a Notice to Proceed to a grantee will be eligible.

**E. Evaluation Process**

The grant applications will be selected on a competitive basis. Each application will be scored and ranked by an evaluation panel using the evaluation criteria. The panel will consist of the following members:

- Four members of SANDAG staff;
- One member from the Bicycle Pedestrian Working Group (BPWG);
- One member from the TWG;
- One professional with Safe Routes to School expertise from a national or statewide organization; and
- One member of HHSA staff.

The panel will include individuals with knowledge of health and the built environment principles. Panel members will not represent grant applicants that have submitted applications for funding under the grant program. Panel members who are not SANDAG or HHSA staff must not have had prior involvement in any of the submitted applications, nor must they receive compensation for work on any of the funded projects during the grant project’s performance period.

Please note that the evaluation panel may recommend modifications to the proposed scopes of work and budgets depending on the total number of applications received, budget amounts requested, and the panel’s assessment of the feasibility of completing the proposed projects within the timeline of the CPPW grant program.

SANDAG’s Executive Director will take these recommendations under advisement in making the final awards.

**F. Active Community Transportation Grants Application**

**Project Title:**

**Applicant:**

**Application Checklist:**
- Ten (10) hard copies and one (1) electronic copy on a CD of the completed application
- Completed application form
- Resolution or minute order authorizing the application and accepting SANDAG contractual requirements in the attached grant agreement
- Documentation of support for the project from community groups or individuals (recommended but not required)

**Person Authorized to Submit Application:**
I certify that I have received the Healthy Communities Campaign guidelines and that the information submitted in this application is accurate and in accordance with these guidelines. I have also received and read the grant agreement included in the grant application package.

Name:
Title:
Signature:
Date:

**Project Summary:**
(1 page maximum)

A. Summarized project description (50 words maximum)

B. Consultant services requested from SANDAG’s on-call consultant list. Please indicate what type of consultant services the applicant requests, or that no on-call consultant services will be requested by the applicant

C. Please identify by individual or firm names any existing consultant or team of consultants (if applicable)

D. Grant funds requested from SANDAG for the Active Community Transportation Grant

E. Matching funds or in-kind contributions to be committed by applicant, if awarded a grant

F. Total estimated project costs

G. Primary contact person (name, title, mailing address, phone number, fax number and email)

H. Project partners (name, organization or affiliation, contact information and role on the project)

**Project Area (attach a map of the project area)**

**Detailed Project Description**
(2-page maximum)

The following information is required to evaluate the application (please provide brief responses and preferably in bullet format):
- **Project Overview** – describe the proposed project including the geographic area, population served, key desired outcomes and deliverables.
• **Project Objectives** – describe the objectives of the proposed project. What key public health outcomes will be addressed or influenced in the project area? For example, outcomes could address key chronic health concerns in the community such as obesity, asthma and injury rates, key physical or social determinants that are related to these health outcomes (for example, walkability and safety in neighborhoods, proximity to fresh food and air pollution), and how the project will address each of these determinants. This information may be presented in a table format. Link the responses to the program objectives described on page 53.

• **Project Approach** – describe the proposed approach to accomplish the objectives and highlight potential innovations and/or creative solutions that will be explored or implemented by the proposed project. Specify any opportunities for developing potential models that may be applicable to other communities and jurisdictions in the region.

• **Community Served** – describe who will benefit from this project. Specify whether residents in the area suffer from disproportionate health or environmental impacts. Explain whether residents in the community may be considered ‘impacted’ based on demographics (age, income, education attainment, ability/disability, and ethnicity), physical conditions (blight, unsafe traffic conditions, environmental pollution, concentration of liquor stores, and lack of grocery stores), social conditions (poverty, crime and violence), and/or health outcomes (asthma and/or obesity rates). Supply supporting data and GIS maps, where appropriate.

• **Implementation and Systems Change** – describe how the proposed project deliverables and outcomes will be implemented. Specify any proposed institutional or process changes that may lead to better integration of public health considerations in future planning projects and decision-making processes.

• **Commitment to Active Transportation** – describe recent policies, programs, projects or interventions that demonstrate the community’s commitment to improve public health outcomes either through the design of the built environment or other measures. Specify any recent successes or positive outcomes that have resulted from these actions. Is there support from elected officials? Does the project have any champions?

• **Planning Process** – describe the community outreach and stakeholder engagement process. List key stakeholders and community groups or individuals who will be involved in the project, and/or their involvement in the effort thus far. Specify their affiliations (for example, health professionals, residents or business groups). Describe how the project will involve groups that are not often engaged in the planning process. These groups may include but are not limited to people of color, seniors, youth, families with children, low-income households, and people with disabilities, among others. Attach up to a maximum of five (5) letters of support for the proposed project from community members, organizations or leaders, if available.

**Optional**

• **Matching Funds or In-Kind Contributions** – in the table below, list all sources and amounts of committed matching funds and in-kind contributions for the proposed project. Specify what proportion of the total project budget is derived from matching funds or in-kind contributions. Only those matching funds or in-kind contributions that are applied to a selected project’s budget after SANDAG has executed a grant agreement and issued a Notice to Proceed to a grantee will be eligible.

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Consultant Services
Please complete this section of the application to request technical assistance for the proposed project. Please note that the consultants will be paid for from the awarded grant.

Please identify the type of consultant services needed for this project. Check all that apply.
- Planning and Urban Design
- Pedestrian and Bicycle Planning
- Public Outreach and Stakeholder Engagement
- Photo-Simulations and Visualization Tools
- Other: ________________________ (please specify)

Project Scope of Work and Budget
Using the table below as a template, list the tasks, deliverables, start/end dates and budget amounts for the proposed project. Please specify the amount needed by the grantee and for consultant services for each task. List the community outreach and engagement activities as discrete tasks. Please note that this scope of work, schedule and budget will be included in the grant agreement if the application is selected for funding. The grantee will be held responsible to the scope of work submitted as part of this application process. All projects must be completed by February 1, 2012.

Please note that the evaluation panel may recommend modifications to the proposed scopes of work and budgets depending on the total number of applications received, budget amounts requested, and the panel's assessment of the feasibility of completing the proposed projects within the timeline of the CPPW grant program.

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<th>Task</th>
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G. Evaluation Process and Guidance
All applications will be evaluated in a two-step process:

Step 1: Eligibility Screening
The eligibility screening will ensure that proposed project applications meet the basic criteria and are able to receive funds under the grant program. This eligibility screening will be conducted by SANDAG staff. Eligibility screening criteria is listed below. A request for reconsideration of an application rejected as ineligible must be made in writing to the Program Manager within 48 hours
of receiving a rejection notice from SANDAG. Applicants with questions regarding eligibility are encouraged to contact SANDAG staff (Vikrant Sood, vso@sandag.org, 619-699-6940).

*Question 1:* Is the grant application complete AND was it submitted by 4:00 p.m., Tuesday, February 15, 2011?
- Yes (Proceed to Question 2)
- No (Application is Not Eligible)

*Question 2:* Is the applicant eligible to apply?
- Yes (Proceed to Question 3)
- No (Application is Not Eligible)

*Question 3:* Has the applicant submitted a copy of the resolution or minute order passed by a city council, the Board of Supervisors, or governing board that that authorizes the submittal of an application, acceptance of all terms and conditions set forth in SANDAG’s grant agreement, and completion of the project by February 1, 2012?
- Yes (Application is Eligible)
- No (Application is Not Eligible)

**Step 2: Evaluation and Ranking**
Once an application is determined to be eligible, it will be scored by an evaluation panel based on the evaluation criteria described on page 54. Bonus points will be awarded to applications that include matching funds or in-kind contributions. SANDAG expects to send grant award letters to recipients by Tuesday, March 15, 2011.
5. Safe Routes to School Capacity Building and Planning Grants

The Safe Routes to School Capacity Building and Planning Grants will provide a total of $250,000 to promote comprehensive Safe Routes to School planning. Under this program, SANDAG will award five (5) grants of approximately $50,000 each.

A. Program Objectives

The Safe Routes to School Capacity Building and Planning Grants will promote comprehensive local Safe Routes to School efforts by funding plans that aim to:

- Increase rates of children walking and biking to school
- Improve safety conditions for child pedestrians and bicyclists
- Increase awareness of the health, community, traffic management, and environmental benefits associated with Safe Routes to School efforts
- Address all of the 5 E’s (education, encouragement, enforcement, engineering, and evaluation)
- Establish collaborative partnerships with implementing agencies, organizations, and groups
- Promote systematic evaluation that includes collecting data, analyzing findings, and identifying potential program improvements
- Increase community and public agency support for Safe Routes to School
- Initiate institutional change to support Safe Routes to School

B. Eligibility

Only cities, the County of San Diego, Tribal Governments, and non-profit organizations are eligible to apply. Any department or division within a city or the County government may apply. Lead agencies and organizations are encouraged to partner with other public agencies, non-profit organizations, community organizations, and individual schools.

C. Type of Projects

Potential Safe Routes to School Capacity Building and Planning projects may include but are not limited to neighborhood, community-level, district-wide, or city-wide safe routes to school plans that include all of the following elements:

- Existing conditions analysis and needs assessment (including walk/bike audits);
- Community and stakeholder input;
- Suggested routes and/or deficiency maps;
- Infrastructure improvement plans and concepts;
- Education, encouragement, and enforcement program strategies;
- Summary of funding sources; and
- Evaluation and monitoring plan.

Grant applicants are strongly encouraged to review local, state, and national resources, such as the National Center for Safe Routes to School website (http://www.saferoutesinfo.org), and contact SANDAG staff (Vikrant Sood, vso@sandag.org, 619-699-6940) for assistance in defining potential projects.
D. Evaluation Criteria

**Scoring System**
Applications will be evaluated on a 5-point scale for each evaluation criteria as follows: 5=maximum possible benefit, 4=very high benefit, 3=good benefit, 2=adequate benefit, 1=marginal benefit and 0=no benefit. Points will be averaged across evaluation panelists to create the application rankings.

To calculate total points for any evaluation criteria, evaluators will multiply the average points by the relative weight. To calculate relative weights evaluators will divide the maximum allowed points for the evaluation criteria by five (5). For example, if the maximum points for criteria ‘A’ are twenty (20) then its relative weight on a 5-point evaluation scale is four (4). If a proposed project ‘B’ receives an average of 4 points on the 5-point scale, then the total points awarded to the application for criteria ‘A’ are 16. Please see the equation below that illustrates the computation.

Total Points for Criteria ‘A’ = (Average Points for Criteria ‘A’ on a 5-Point Scale) x (Relative Weight for Criteria ‘A’)

The evaluation panel will use the following criteria to score and rate the applications.

1. **Commitment to Active Transportation (20 Points Maximum; Relative Weight = 4)**
   The proposed project should be supported by existing commitment to active transportation. This commitment may be demonstrated through existing bicycle and pedestrian plans, programs, projects, or other activities that advance active transportation. Projects in cities with citywide bicycle master plans, pedestrian master plans, or other active transportation plans that have been successful in their implementation of those plans will receive maximum points.

2. **Capacity to Implement (20 Points Maximum; Relative Weight = 4)**
   The project should have an established leadership team or commit to establishing a team to oversee the implementation of the project and build capacity. Ideally, partnering public agencies, school districts, parent organizations, senior, youth, or community organizations and elected officials have expressed support for the project and committed to a specific role in implementing the project.

   Proposed projects will receive up to five (5) points for this criterion. Five (5) points will be awarded to applicants who have identified a leadership team AND have in writing at least one letter of commitment from a partnering agency, organization, or school that identifies a specific role in implementing the project AND have at least one letter of support from an external agency, organization, or group. Four (4) points will be awarded to applicants who have identified a potential leadership team and potential roles AND have at least one letter of support from an external agency, organization, or group. Three (3) points will be awarded to applicants that have identified a potential leadership team and potential roles and if resources are committed to initiating the project. Two (2) or fewer points will be awarded if an applicant has not clearly defined a potential leadership team and respective roles.

3. **Evidence of Need (20 Points Maximum; Relative Weight = 4)**
   The project should serve a project area with demonstrated need based on current conditions. Descriptions and supportive data should indicate that there are safety issues and/or other barriers to children walking and biking to school. Supportive data includes collision statistics,
traffic congestion, volumes, and speeds, infrastructure deficiencies, and social characteristics such as high crime rates. Ideally, the proposed project also would serve a community with poor health indicators such as high obesity rates, high asthma rates, and poor access to recreation and healthy foods. Points will be awarded relative to the number and severity of environmental and social barriers to walking and biking in the project area.

4. *Methodology (20 Points Maximum; Relative Weight = 4)*
   The scope of work should clearly facilitate opportunities to improve safety, increase child walking and biking rates, raise awareness, reduce traffic congestion, and derive health, environmental, quality of life, and other benefits associated with Safe Routes to School efforts by comprehensively addressing each of the 5 E’s (education, encouragement, enforcement, engineering, and evaluation). A total of five (5) points will be awarded proportionate to adequately addressing each of the 5 E’s.

5. *Community Involvement (20 Points Maximum; Relative Weight = 4)*
   The proposed scope of work should include significant community outreach and involvement strategies. The scope of work should include elements that will ensure that community involvement efforts are inclusive and contain content that is culturally-appropriate to various groups. Applicants may demonstrate an effective approach by:
   - Identifying key stakeholder groups and community organizations that will be contacted and encouraged to participate in the project;
   - Defining methods for engaging parents, school officials, teachers, parent organizations, older adults, and community members; and
   - Listing methods for ensuring that activities and materials are culturally-appropriate and are useful to non-English speakers, for example.

   **Bonus Points**
   **Leverage Funds and Resources (10 Bonus Points Maximum; Relative Weight = 2)**
   Grant applicants are encouraged to leverage multiple sources of funding for the proposed project. Up to 10 percent match or in-kind contribution will receive one (1) point, 11 percent – 20 percent will receive two (2) points, 21 percent – 30 percent will receive three (3) points, 31 percent – 40 percent will receive for (4) points, and 41 percent or more will receive five (5) points. Applications that do not include any matching funds or in-kind contributions will not receive any bonus points.

   Only those matching funds or in-kind contributions that are applied to a selected project’s budget after SANDAG has executed a grant agreement and issued a Notice to Proceed to a grantee will be eligible.

E. **Evaluation Process**
Each application will be scored and ranked by an evaluation panel using the evaluation criteria. The evaluation panel will consist of the following members:

- Two members of SANDAG staff;
- One member from the TWG;
- One member from the PHSG;
- One member of HHSA staff; and
• One professional with Safe Routes to School expertise from a national or statewide organization.

The panel will include individuals with knowledge of Safe Routes to School principles. Panel members will not represent grant applicants that have submitted applications. Panel members who are not SANDAG or HHSA staff must not have had prior involvement in any of the submitted applications, nor must they receive compensation for work on any of the funded projects during the grant project's performance period.

Please note that the evaluation panel may recommend modifications to the proposed scopes of work and budgets depending on the total number of applications received, budget amounts requested, and the panel’s assessment of the feasibility of completing the proposed projects within the timeline of the CPPW grant program.

SANDAG’s Executive Director will take these recommendations under advisement in making the final awards.

F. Safe Routes to School Capacity Building and Planning Grant Application

Project Title:

Applicant:

Application Checklist:
- Ten (10) hard copies and one (1) electronic copy on a CD of the completed application
- Completed application form
- Resolution or minute order authorizing the application and accepting SANDAG contractual requirements in the attached grant agreement
- Documentation of support for the project from school officials, community groups, or individual stakeholders (recommended but not required)

Person Authorized to Submit Application:
I certify that I have received the Safe Routes to School Implementation guidelines and that the information submitted in this application is accurate and in accordance with these guidelines. I have also received and read the grant agreement included in the grant application package.

Name:
Title:
Signature:
Date:

Project Summary:
(1 page maximum)

A. Summarized project description (50 words maximum)

B. Please identify by individual or firm names any existing consultant or team of consultants (if applicable)
C. Grant funds requested from SANDAG for the SR2S Capacity Building and Planning Grant

D. Matching funds or in-kind contributions to be committed by applicant, if awarded a grant

E. Total estimated project costs

F. Primary contact person (name, title, mailing address, phone number, fax number and email)

G. Project partners (name, organization or affiliation, contact information and role on the project)

Project Area (attach a map of the project area)

Detailed Project Description
(2 page maximum)

The following information is required to evaluate the application (please provide brief responses and preferably in bullet format):

- **Project Overview** – describe the proposed project including the geographic area, population served, key desired outcomes and deliverables.
- **Commitment to Active Transportation** – describe existing active transportation plans, programs, or other activities relevant to the project area. Describe how these completed or ongoing active transportation efforts relate to the proposed project and/or project area.
- **Capacity to Implement** – describe the team identified to manage and implement the proposed project. Detail staff resources committed and any partnering public agencies, non-profit organizations, community organizations, school districts, or individual schools that have committed to a role in implementing the proposed project. Please attach to this application any letters of support or commitment from partnering organizations or agencies.
- **Evidence of Need** – describe the current walking and biking conditions within the project area. Describe any known physical safety barriers and hazards, behaviors, or attitudes that may serve as barriers to walking and biking to school. Cite collision data, traffic speed and volume data, infrastructure deficiencies, or other data that indicate that there are safety issues within the project area. If possible, provide an estimate of current walking and biking to school rates. Describe health conditions in the community based on public health indicators such as obesity rates and asthma rates.
- **Methodology** – describe the proposed method for meeting the objectives of the project. Include a discussion of how the scope of work will address each of the 5 E’s (education, encouragement, enforcement, engineering, and evaluation).
- **Community Involvement** – Describe how the community will be involved in the proposed project. Identify any key stakeholder groups that will be contacted. Detail how opportunities for community participation will be publicized to various groups.

Optional

- **Matching Funds or In-Kind Contributions** – in the table below, list all sources and amounts of committed matching funds and in-kind contributions for the proposed project. Specify what proportion of the total project budget is derived from matching funds or in-kind contributions. Only those matching funds or in-kind contributions that are applied to a selected project’s
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**Consultant Services**

Please complete this section of the application to request technical assistance for the proposed project. Please note that the consultants will be paid for from the awarded grant.

Please identify the type of consultant services needed for this project. Check all that apply.
- Safe Routes to School Planning
- Urban Design
- Public Outreach and Stakeholder Engagement
- Safe Routes to School Program Development and Delivery
- Photo-Simulations and Visualization Tools
- Other: ____________________________ (please specify)

**Project Scope of Work and Budget**

Using the table below as a template, list the tasks, deliverables, start/end dates and budget amounts for the proposed project. Please specify the amount needed by the grantee and for consultant services for each task. List the community outreach and engagement activities as discrete tasks. Please note that this scope of work, schedule and budget will be included in the grant agreement if the application is selected for funding. The grantee will be held responsible to the scope of work submitted as part of this application process. All projects must be completed by February 1, 2012.

Please note that the evaluation panel may recommend modifications to the proposed scopes of work and budgets depending on the total number of applications received, budget amounts requested, and the panel’s assessment of the feasibility of completing the proposed projects within the timeline of the CPPPW grant program.

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G. Evaluation Process and Guidance
All applications will be evaluated in a two-step process:

Step 1: Eligibility Screening
The eligibility screening will ensure that proposed project applications meet the basic criteria and are able to receive funds under the grant program. This eligibility screening will be conducted by SANDAG staff. Eligibility screening criteria is listed below. A request for reconsideration of an application rejected as ineligible must be made in writing to the Program Manager within 48 hours of receiving a rejection notice from SANDAG. Applicants with questions regarding eligibility are encouraged to contact SANDAG staff (Vikrant Sood, vso@sandag.org, 619-699-6940).

Question 1: Is the grant application complete AND was it submitted by 4:00 p.m., Tuesday, February 15, 2011?
- Yes (Proceed to Question 2)
- No (Application is Not Eligible)

Question 2: Is the applicant eligible to apply?
- Yes (Proceed to Question 3)
- No (Application is Not Eligible)

Question 3: Has the applicant submitted a copy of the resolution or minute order passed by a city council, the Board of Supervisors, or governing board that that authorizes the submittal of an application, acceptance of all terms and conditions set forth in SANDAG’s grant agreement, and completion of the project by February 1, 2012?
- Yes (Application is Eligible)
- No (Application is Not Eligible)

Step 2: Evaluation and Ranking
Once an application is determined to be eligible, it will be scored by an evaluation panel based on the evaluation criteria described on page 62. Bonus points will be awarded to applications that include matching funds or in-kind contributions. SANDAG expects to send grant award letters to recipients by Tuesday, March 15, 2011.
6. Safe Routes to School Education, Encouragement, and Enforcement Grants

The Safe Routes to School Education, Encouragement, and Enforcement Grants will provide a total of $50,000 to promote Safe Routes to School programmatic efforts. Under this program, SANDAG will award five (5) grants of approximately $10,000.

A. Program Objectives

The Safe Routes to School Education, Encouragement, and Enforcement Grants will promote comprehensive local Safe Routes to School efforts by funding programs that contribute to the following goals:

- Increase rates of children walking and biking to school
- Improve safety conditions for child pedestrians and bicyclists
- Increase awareness of the health, community, traffic management, and environmental benefits associated with Safe Routes to School efforts
- Address all of the 5 E’s (education, encouragement, enforcement, engineering, and evaluation)
- Establish collaborative partnerships with implementing agencies, organizations, and groups
- Promote systematic evaluation that includes collecting data, analyzing findings, and identifying potential program improvements
- Increase community and public agency support for Safe Routes to School
- Initiate institutional change to support Safe Routes to School

B. Eligibility

Only cities, the County of San Diego, Tribal Governments, non-profit organizations, school districts, and schools are eligible to apply. Any department or division within a city or the County government may apply. Lead agencies and organizations are encouraged to partner with other public agencies, non-profit organizations, community organizations, and individual schools.

C. Type of Projects

Potential Education, Encouragement, and Enforcement Programs may include but are not limited to:

- Bicycle and pedestrian safety courses
- Implementation of curriculums and lesson plans
- Events such as bicycle and pedestrian rodeos and school assemblies
- Walk and Bike to School Day/Week/Month programs
- Suggested walking and biking to school route maps
- Incentive programs such as pollution punch cards, mileage clubs, golden sneaker awards, and Walk Across America
- Intergenerational programming
- Teen-oriented programs

Grant applicants are strongly encouraged to review local, state, and national resources, such as the National Center for Safe Routes to School website (http://www.saferoutesinfo.org), and contact SANDAG staff (Vikrant Sood, vso@sandag.org, 619-699-6940) for assistance in defining potential projects.
D. Evaluation Criteria

Scoring System

Applications will be evaluated on a 5-point scale for each evaluation criteria as follows: 5=maximum possible benefit, 4=very high benefit, 3=good benefit, 2=adequate benefit, 1=marginal benefit and 0=no benefit. Points will be averaged across evaluation panelists to create the application rankings.

To calculate total points for any evaluation criteria, evaluators will multiply the average points by the relative weight. To calculate relative weights evaluators will divide the maximum allowed points for the evaluation criteria by five (5). For example, if the maximum points for criteria ‘A’ are twenty (20) then its relative weight on a 5-point evaluation scale is four (4). If a proposed project ‘B’ receives an average of 4 points on the 5-point scale, then the total points awarded to the application for criteria ‘A’ are 16. Please see the equation below that illustrates the computation.

Total Points for Criteria ‘A’ = (Average Points for Criteria ‘A’ on a 5-Point Scale) x (Relative Weight for Criteria ‘A’)

The evaluation panel will use the following criteria to score and rate the applications.

1. Commitment to Active Transportation (20 Points Maximum; Relative Weight = 4)
   The proposed project should be supported by existing commitment to active transportation and health. This commitment may be demonstrated through existing programs, projects, school wellness policies, transportation safety plans, bicycle and pedestrian plans within the jurisdiction, or other activities that advance active transportation and student health. Points will be awarded proportional to the number and type of programs, projects, or activities cited that have a relationship to the project and/or project area.

2. Capacity to Implement (20 Points Maximum; Relative Weight = 4)
   The project should have an established leadership team or commit to establishing a team to oversee the implementation of the project and build capacity. Ideally, partnering public agencies, school districts, parent organizations, senior, youth, or community organizations and elected officials have expressed support for the project and committed to a specific role in implementing the project.

Proposed projects will receive up to five (5) points for the criteria. Five (5) points will be awarded to applicants who have identified a leadership team AND have in writing at least one letter of commitment from a partnering agency, organization, or school that identifies a specific role in implementing the project AND have at least one letter of support from an external entity, organization, or group. Four (4) points will be awarded to applicants who have identified a potential leadership team and potential roles AND have at least one letter of support from an external agency, organization, or group. Three (3) points will be awarded to applicants that have identified a potential leadership team and potential roles and if resources are committed to initiating the project. Two (2) or fewer points will be awarded if an applicant has not clearly defined a potential leadership team and respective roles.
3. **Evidence of Need (20 Points Maximum; Relative Weight = 4)**
   The project should serve a project area with demonstrated need based on current conditions. Descriptions and supportive data should indicate that there are safety issues and/or other barriers to children walking and biking to school. Supportive data includes collision statistics, traffic congestion, volumes, and speeds, infrastructure deficiencies, and social characteristics such as high crime rates. Ideally, the proposed project also would serve a community with poor health indicators such as high obesity rates, high asthma rates, and poor access to recreation and healthy foods. Points will be awarded relative to the number and severity of environmental and social barriers to walking and biking in the project area.

4. **Methodology (20 Points Maximum; Relative Weight = 4)**
   The scope of work should clearly facilitate meeting the objectives of the project and consider how the proposed project contributes to an overall comprehensive 5 E’s approach. Up to four (4) points will be awarded based on the method for addressing project objectives. One point may be awarded for clearly demonstrating that the project supports comprehensive existing or future Safe Routes to School efforts.

5. **Community Involvement (20 Points Maximum; Relative Weight = 4)**
   The proposed scope of work should include significant community outreach and involvement strategies. The scope of work should include elements that will ensure that community involvement efforts are inclusive and contain content that is culturally-appropriate to various groups. Applicants may demonstrate an effective approach by:
   
   ○ Identifying key stakeholder groups and community organizations that will be contacted and encouraged to participate in the project;
   ○ Defining methods for engaging parents, school officials, teachers, parent organizations, older adults, and community members; and
   ○ Listing methods for ensuring that activities and materials are culturally-appropriate and are useful to non-English speakers, for example.

**Bonus Points**

*Leverage Funds and Resources (10 Bonus Points Maximum; Relative Weight = 2)*

Grant applicants are encouraged to leverage multiple sources of funding for the proposed project. Up to 10 percent match or in-kind contribution will receive one (1) point, 11 percent – 20 percent will receive two (2) points, 21 percent – 30 percent will receive three (3) points, 31 percent – 40 percent will receive for (4) points, and 41 percent or more will receive five (5) points. Applications that do not include any matching funds or in-kind contributions will not receive any bonus points.

Only those matching funds or in-kind contributions that are applied to a selected project’s budget after SANDAG has executed a grant agreement and issued a Notice to Proceed to a grantee will be eligible.

**E. Evaluation Process**

Each application will be scored and ranked by an evaluation panel using the evaluation criteria. The panel will consist of the following members:

- Two members of SANDAG staff;
• One member from the TWG;
• One member from the PHSG;
• One member of HHSA staff; and
• One professional with Safe Routes to School expertise from a national or statewide organization.

The panel will include individuals with knowledge of Safe Routes to School principles. Panel members will not represent grant applicants that have submitted applications. Panel members who are not SANDAG or HHSA staff must not have had prior involvement in any of the submitted applications, nor must they receive compensation for work on any of the funded projects during the grant project’s performance period.

Please note that the evaluation panel may recommend modifications to the proposed scopes of work and budgets depending on the total number of applications received, budget amounts requested, and the panel’s assessment of the feasibility of completing the proposed projects within the timeline of the CPPW grant program.

SANDAG’s Executive Director will take these recommendations under advisement in making the final awards.

F. Safe Routes to School Education, Encouragement, and Enforcement Grant Application

Project Title:

Applicant:

Application Checklist:
○ Ten (10) hard copies and one (1) electronic copy on a CD of the completed application
○ Completed application form
○ Resolution or minute order authorizing the application and accepting SANDAG contractual requirements in the attached grant agreement
○ Documentation of support for the project from school officials, community groups, or individual stakeholders (recommended but not required)

Person Authorized to Submit Application:
I certify that I have received the Safe Routes to School Implementation guidelines and that the information submitted in this application is accurate and in accordance with these guidelines. I have also received and read the grant agreement included in the grant application package.

Name:
Title:
Signature:
Date:

Project Summary:
(1 page maximum)

A. Summarized project description (50 words maximum)
B. Please identify by individual or firm names any existing consultant or team of consultants (if applicable)

C. Grant funds requested from SANDAG for the SR2S Education, Encouragement, and Enforcement Grant

D. Matching funds or in-kind contributions to be committed by applicant, if awarded a grant

E. Total estimated project costs

F. Primary contact person (name, title, mailing address, phone number, fax number and email)

G. Project partners (name, organization or affiliation, contact information and role on the project)

Project Area (attach a map of the project area if available)

Detailed Project Description
(1 page maximum)

The following information is required to evaluate the application (please provide brief responses and preferably in bullet format):

- **Project Overview** – describe the proposed project including the geographic area, population served, key desired outcomes and deliverables.

- **Commitment to Active Transportation** – describe existing active transportation and health programs, plans, policies, or other activities relevant to the project area. Describe how these completed or ongoing efforts relate to the proposed project and/or project area.

- **Capacity to Implement** – describe the team identified to manage and implement the proposed project. Detail staff resources committed and any partnering public agencies, non-profit organizations, community organizations, school districts, or individual schools that have committed to a role in implementing the proposed project. Please attach to this application any letters of support or commitment from partnering organizations or agencies.

- **Evidence of Need** – describe the current walking and biking conditions within the project area. Describe any known physical safety barriers and hazards, behaviors, or attitudes that may serve as barriers to walking and biking to school. Cite collision data, traffic speed and volume data, infrastructure deficiencies, or other data that indicate that there are safety issues within the project area. If possible, provide an estimate of current walking and biking to school rates. Describe health conditions in the community based on public health indicators such as obesity rates and asthma rates.

- **Methodology** – describe the proposed method for meeting the objectives of the project.

- **Community Involvement** – describe how the community will be involved in the proposed project. Identify any key stakeholder groups that will be contacted. Note how opportunities for community participation will be publicized to various groups.

Optional

- **Matching Funds or In-Kind Contributions** – in the table below, list all sources and amounts of committed matching funds and in-kind contributions for the proposed project. Specify what
A portion of the total project budget is derived from matching funds or in-kind contributions. Only those matching funds or in-kind contributions that are applied to a selected project's budget after SANDAG has executed a grant agreement and issued a Notice to Proceed to a grantee will be eligible.

<table>
<thead>
<tr>
<th>Source of Committed Matching Funds or In-Kind Contributions</th>
<th>Amount (in $)</th>
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**Consultant Services**
Please complete this section of the application to request technical assistance for the proposed project. Please note that the consultants will be paid for from the awarded grant.

Please identify the type of consultant services needed for this project. Check all that apply.
- Safe Routes to School Planning
- Public Outreach and Stakeholder Engagement
- Safe Routes to School Program Development and Delivery
- Photo-Simulations and Visualization Tools
- Other: ______________________________ (please specify)

**Project Scope of Work and Budget**
Using the table below as a template, list the tasks, deliverables, start/end dates and budget amounts for the proposed project. Please specify the amount needed by the grantee and for consultant services for each task. List the community outreach and engagement activities as discrete tasks. Please note that this scope of work, schedule and budget will be included in the grant agreement if the application is selected for funding. The grantee will be held responsible to the scope of work submitted as part of this application process. **All projects must be completed by February 1, 2012.**

Please note that the evaluation panel may recommend modifications to the proposed scopes of work and budgets depending on the total number of applications received, budget amounts requested, and the panel's assessment of the feasibility of completing the proposed projects within the timeline of the CPPW grant program.

<table>
<thead>
<tr>
<th>Task</th>
<th>Deliverable</th>
<th>Start and End Date</th>
<th>Budget Amount for Grantee (staff and direct costs combined)</th>
<th>Budget Amount for Consultant Services (staff and direct costs combined)</th>
<th>Total Budget Amount by Task</th>
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G. Evaluation Process and Guidance

All applications will be evaluated in a two-step process:

**Step 1: Eligibility Screening**
The eligibility screening will ensure that proposed project applications meet the basic criteria and are able to receive funds under the grant program. This eligibility screening will be conducted by SANDAG staff. Eligibility screening criteria is listed below. A request for reconsideration of an application rejected as ineligible must be made in writing to the Program Manager within 48 hours of receiving a rejection notice from SANDAG. Applicants with questions regarding eligibility are encouraged to contact SANDAG staff (Vikrant Sood, vso@sandag.org, 619-699-6940).

**Question 1:** Is the grant application complete AND was it submitted by 4:00 p.m., Tuesday, February 15, 2011?
- Yes (Proceed to Question 2)
- No (Application is Not Eligible)

**Question 2:** Is the applicant eligible to apply?
- Yes (Proceed to Question 3)
- No (Application is Not Eligible)

**Question 3:** Has the applicant submitted a copy of the resolution or minute order passed by a city council, the Board of Supervisors, or governing board that that authorizes the submittal of an application, acceptance of all terms and conditions set forth in SANDAG’s grant agreement, and completion of the project by February 1, 2012?
- Yes (Application is Eligible)
- No (Application is Not Eligible)

**Step 2: Evaluation and Ranking**
Once an application is determined to be eligible, it will be scored by an evaluation panel based on the evaluation criteria described on page 69. Bonus points will be awarded to applications that include matching funds or in-kind contributions. SANDAG expects to send grant award letters to recipients by Tuesday, March 15, 2011.